PE13-003

FORD

APPENDIS F

Peer Vehicle Lawsuits and Claims Files

[redacted]

[redacted]

CA 3 2P

LAW OFFICES

Jack L. Chegwidden

TELEPHONE
(818) 990-4130

FAX
(818) 990-4170

A PROFESSIONAL CORPORATION
SUITE 224, THE GARDEN COURT
17337 VENTURA BOULEVARD
ENCINO, CA 91316

E-MAIL
j.chegwidden @calemonattorney.com

RECEIVED
OCT 03 2012

September 27, 2012

Ford Motor Company
Consumer Affairs Department
P.O. Box 6248
MD/3 NE/B
Dearborn, MI 48126

Re: Client: [redacted] **Letter of Representation**
Vehicle: 2010 Ford F1-150
VIN #: 1FTFW1EV3A[redacted]

To Whom It May Concern:

Please be advised this Law Firm has been retained to represent the above-referenced client with respect to claims regarding his purchase of the above-referenced vehicle. Such claims relate to the Song-Beverly Consumer Warranty Act ("Lemon Law), Cal. Civil Code Section 1790 et seq., including the Tanner Consumer Protection Act, as well as the Magnuson-Moss Act, 15 U.S.C. 2310 and you are hereby placed on notice of said claims.

Our client is demanding cancellation of all contracts related to or concerning said vehicle and the return of all sums paid regarding said vehicle, and incidental and consequential damages.

Under California Civil Code Section 1793.2(d), a manufacturer is **obligated** to repurchase or replace a vehicle after a reasonable number of repair attempts for a non-conformity which substantially impairs the safety, value and use of the vehicle. This **office is requesting your company to repurchase said vehicle.** Numerous attempts to correct various vehicle operational problems, including various unsuccessful repair attempts, are the basis for said request.

The vehicle is not fit for the ordinary purposes for which it was sold. The most serious and repetitive defects concern four (4) check engine light/no throttle response requiring replacements of throttle body assembly (which problems continue to occur), pedal assembly and sensors. Additionally, there were four (4) vacuum noise issues at 3500 rpm (safety-related repairs).

Our client is entitled to full restitution under California Civil Code Section 1793.2(d)(2), and Civil Code Section1794 as well as the Magnuson Moss Warranty Act seq. to date.
Our client will seek a civil penalty of twice the amount of their actual damages should litigation be necessary.

Please ask your representative to contact the undersigned at the earliest opportunity. Kindly direct any, and all, communications with respect to this matter to my office.

Very truly yours,
Jack L. Chegwidden
e a.
Jack L. Chegwidden
A Professional Corporation

JLC: ea

Encl.

15505 F coe Blvd., North Hills, CA 91343
(818 8-2172 - Fax (818) 778-2164
OPEN MON.-FRI. 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # AC011208 - BAR # RC011208 - BAR # AC246635

GALPIN LINCOLN

GALPIN MERCURY

Page 1

[redacted]
Los Angeles, CA[redacted]
[redacted]
Phone (W): [redacted])
Phone Oth: [redacted]

Year/Make/Model: 2010 Ford F-150 LD
VIN 1FTFW1EV3 AF[redacted]
License Number:
Stock Number: 106589 Mileage In: 312
Tag Number: 334 Mileage Out: 313

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: 90217
Estimate Amount: $
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number
561390
Printed: 01/25/2011 4:18 PM
Copy # 1
Date Opened: 01/25/11
Date Notified: 01/25/11
Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total

1. Customer Concern

Tires Inflated to (PSI)
LEFT FRONT___35___ LEFT REAR ___35____
RIGHT FRONT___35___ RIGHT REAR__35_____

1 -- Cause/Action to Take

TPCHECK - ..

1 -- Correction/Action Taken

Tire Pressure check completed 0.00

SubTotal Job # 1 0.00

2. Customer Concern

Customer States there is a rattle noise coming from left front wheel area while driving at slow speeds

1 -- Cause/Action to Take

CC

1 -- Correction/Action Taken

verified customer concern found left front wheel making a clicking noise 90727 0.00
found an allen key inside causing clicking sound removed and veerified

SubTotal Job # 2 Warranty

15505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2164
OPEN MON.-FRI. 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # AC011208 - BAR # RC011208 - BAR # AC246635

GAIPIN LINCOLN

[redacted]
Los Angeles, CA [redacted]
[redacted] Phone (W): ([redacted]
Phone Oth[redacted])

Year/Make/Model: 2010 Ford F-150 LD
VIN: 1FTFW1EV3 AF[redacted]
License Number:
Stock Number: 106589 Mileage In: 7625
Tag Number: 114 Mileage Out: 7625

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Estimate Amount: $
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Invoice Number
569051
Printed: 03/21/2011 2:44 PM
Copy # 1
Date Opened: 03/18/11
Date Notified: 03/21/11
Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total
1. Customer Concern				
PERFORM COMPLIMENTARY 1ST SERVICE. LUBE, OIL, AND FILTER, TIRE ROTATION AND MULTI POINT INSPECTION				
1 -- Cause/Action to Take				
1STWORKS - MAINTNENACE				
1 -- Correction/Action Taken				
PERFORMED COMPLIMENTARY 1ST SERVICE	90029			0.00
CHANGED ENGINE OIL AND FILTER				
ROTATED TIRES				
INSPECTED FRONT AND REAR BRAKES				
PERFORMED MULTI POINT INSPECTION				
Part Number **Failed** **Description**				
F1AZ6731BE FILTER ASY-OIL	1			
XO5W20QSP ENGINE OIL	7			
Sub Total Parts				Internal Work
2. Customer Concern				
INSPECT TIRES AND TIRE TREAD DEPTHS				
1 -- Cause/Action to Take				
GTIRE - MAINTENANCE				
1 -- Correction/Action Taken				
INSPECTED TIRES AND TIRE TREAD DEPTH	90029			0.00
2 -- Cause/Action to Take				
GTIRE - MAINTENANCE				
2 -- Correction/Action Taken				
INSPECTED TIRES AND ALL TIRES HAVE 6/32 AND ABOVE REMAINING				0.00
3. Customer Concern				
INSPECT BRAKES				
1 -- Cause/Action to Take				
GBK - MAINTENANCE				
1 -- Correction/Action Taken				
INSPECTED BRAKES	90029			0.00

7505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2164
OPEN MON.-FRI. 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # AC011208 - BAR # RC011208 - BAR # AC246635

GAIPIN LINCOLN

[redacted]
Los Angeles, CA [redacted]
[redacted] Phone (W): [redacted]
Phone Oth: ([redacted])

Year/Make/Model: 2010 Ford F-150 LD
VIN: 1FTFW1EV3 AF[redacted]
License Number:
Stock Number: 106589 Mileage In: 7625
Tag Number: 114 Mileage Out: 7625

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Estimate Amount: $
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number
569052
Printed: 03/21/2011 2:47 PM
Copy # 1
Date Opened: 03/18/11
Date Notified: 03/18/11
Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total
1. Customer Concern				
Customer States CHROME ON DRIVER'S SIDE REAR DOOR HANDLE IS BUBBLING.				
1 -- Cause/Action to Take				
AFTERMARKET EXTERIOR DOOR HANDLES				
1 -- Correction/Action Taken				
AFTERMARKET EXTERIOR DOOR HANDLES		91234		0.00
SubTotal Job # 1				Warranty
2. Customer Concern				
Customer States VEHICLE MAKES A LOUD VACUUM SOUND AT ABOUT 3500 RPMS WHILE DRIVING				
1 -- Cause/Action to Take				
SEND TO HEAVY LINE. SOUNDS AS IF BELT IS SLIPPING.				
1 -- Correction/Action Taken				
SEND TO HEAVY LINE. SOUNDS AS IF BELT IS SLIPPING.				0.00
SubTotal Job # 2				Warranty
3. Customer Concern				
Tires Inflated to (PSI)				
LEFT FRONT__45____ LEFT REAR ___45____				
RIGHT FRONT__45____ RIGHT REAR___45____				
1 -- Cause/Action to Take				
TPCHECK - ..				
1 -- Correction/Action Taken				
Tire Pressure check completed				0.00
SubTotal Job # 3				0.00

7505 Roscoe Blvd., North Hills, CA 91343
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SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # AC011208 - BAR # RC011208 - BAR # AC246635

GALPIN LINCOLN

[redacted]
Los Angeles, CA [redacted]
[redacted] Phone (W) [redacted]
Phone Oth: [redacted]
Year/Make/Model: 2010 Ford F-150 LD
VIN: 1FTFW1EV3 AF[redacted]
License Number:
Stock Number: 106589 Mileage In: 7625
Tag Number: 114 Mileage Out: 7625

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Estimate Amount: $
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number
569051
Printed: 03/21/2011 2:44 PM
Copy # 1
Date Opened: 03/18/11
Date Notified: 03/21/11
Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total
2 -- Cause/Action to Take				
GBK - MAINTENANCE				
2 -- Correction/Action Taken				
INSPECTED BRAKES AND BRAKES HAVE 6mm OR ABOVE REMAINING				0.00
4. Customer Concern				
PERFORM BATTERY TEST				
1 -- Cause/Action to Take				
GBATT - MAINTENANCE				
1 -- Correction/Action Taken				
PERFORMED BATTERY TEST	90029			0.00
2 -- Cause/Action to Take				
GBATT - MAINTENANCE				
2 -- Correction/Action Taken				
BATTERY PASSES LOAD TEST				0.00
5. Customer Concern				
RESET OIL CHANGE LIGHT				
1 -- Cause/Action to Take				
RST - MAINTENANCE				
1 -- Correction/Action Taken				
RESET OIL CHANGE LIGHT	90029			0.00
6. Customer Concern				
PERFORM MULTI POINT INSPECTION				
1 -- Cause/Action to Take				
Q99P - LEFT FRONT PAD__10MM__ RIGHT FRONT PAD__10MM___ LEFT REAR PAD/SHOE___9MM__ RIGHT REAR PAD/SHOE__9MM___				
1 -- Correction/Action Taken				
PERFORMED MULTI POINT INSPECTION	90029			0.00

15505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2164
OPEN MON.-FRI. 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # AC011208 - BAR # RC011208 - BAR # AC246635

GALPIN LINCOLN

[redacted]
Los Angeles, CA [redacted]
[redacted] Phone (W): [redacted]
Phone Oth: [redacted])

Year/Make/Model: 2010 Ford F-150 LD
VIN: 1FTFW1EV3 AF[redacted]
License Number:
Stock Number: 106589 Mileage In: 7625
Tag Number: 114 Mileage Out: 7625

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Estimate Amount: $
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number
569051
Printed: 03/21/2011 2:44 PM
Copy # 1
Date Opened: 03/18/11
Date Notified: 03/21/11
Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total
7. Customer Concern				
Tires Inflated to (PSI)				
LEFT FRONT___45___ LEFT REAR __45_____				
RIGHT FRONT___45___ RIGHT REAR__45_____				
1 -- Cause/Action to Take				
TPCHECK - ..				
1 -- Correction/Action Taken				
Tire Pressure check completed		90029		0.00
SubTotal Job # 7				0.00

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

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

RESERVATIONS: 818-778-2172

SEE SERVICE SPECIALS @ WWW.GALPINSPECIALS.COM

"I acknowledge notice and oral approval of an increase in the original estimated price."
Signature or initials
_____

Notice to Consumer: Please read important information on back.

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

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

Internal / Service Contract / Warranty Invoice

[redacted]
Los Angeles, CA [redacted]
Phone (H): [redacted])
Phone (W): ([redacted])

Year/Make/Model: 2010 Ford F-150 LD
VIN: **1FTFW1EV3 AF[redacted]**
License Number: Color: Black
Stock Number: 106589 Mileage In: 11092
Tag Number: **490** Mileage Out: 11092

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Estimate Amount: $
Terms & Conditions:
Type of Sale: Retail

Invoice Number
588728
Printed: 08/24/2011 3:44 PM
Copy # 0
Date Opened: AUG 2 11
Date Notified: AUG 23 11
Date Delivered:

Customer Signature

DESCRIPTION	COST	HRS or QTY	LIST or LABOR	EXT TOTAL	GRAND TOTAL

1. Customer statement of problem
I/ Customer states TRANSMISSION SLIPS ON ACCELERATION AND KICKS HARD WHEN DOWNSHIFTING.
1 -- Cause / Action to Take

1 -- Correction / Action Taken
INSPECTED FOR CODES, NONE FOUND. CHECKED FLUID, FLUID IS IN GOOD CONDITION. ROAD TEST VEHICLE 9 MILES WITH SHOP FOREMAN, NO PROBLEMS FOUND AT THIS TIME. 0.00

Warranty ID	Tech		lop	Act Hr	
9623	90401	Mario Chicas	1	0.00	0.00

Job Tax 0.00 **SubTotal Job # 1** **0.00**

2. Customer statement of problem
I/ Customer states TRACTION CONTROL LIGHT STAYS ON
1 -- Cause / Action to Take

1 -- Correction / Action Taken
LIGHT NEVER CAME ON. RAN OASIS AND CHECKED FOR TSB'S NONE FOUND. COULD NOT DUPLICATE CONCERN AT THIS TIME 0.00

Warranty ID	Tech		lop	Act Hr	
7747	90025	Curtis Jensen	1	0.00	0.00

Job Tax 0.00 **SubTotal Job # 2** **0.00**

3. Customer statement of problem
I/ Customer states TIRE PRESSURE LIGHT IS ON AND FLASHING
1 -- Cause / Action to Take

1 -- Correction / Action Taken
TIRE PRESSURE LIGHT ON. VEHICLE HAS AFTERMARKET WHEELS FROM TUSCANY. SENT VEHICLE TO GALPIN AUTO SPORTS. 0.00
Job Tax 0.00 **SubTotal Job # 3** **0.00**

4. Customer statement of problem
I/ Customer States INSPECT EXHAUST, CUSTOMER HAD TO TAKE VEHICLE TO EXHAUST SHOP TO FIX IT
1 -- Cause / Action to Take

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

Internal / Service Contract / Warranty Invoice

[redacted]
Los Angeles, CA [redacted]
Phone (H): [redacted])
Phone (W): [redacted]

Year/Make/Model: 2010 Ford F-150 LD
VIN: **1FTFW1EV3 AF**[redacted]
License Number: Color: Black
Stock Number: 106589 Mileage In: 11092
Tag Number: **490** Mileage Out: 11092

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Estimate Amount: $
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Invoice Number
588728
Printed: 08/24/2011 3:44 PM
Copy # 0
Date Opened: AUG 2 11
Date Notified: AUG 23 11
Date Delivered:

DESCRIPTION	COST	HRS or QTY	LIST or LABOR	EXT TOTAL	GRAND TOTAL

1 -- Correction / Action Taken
SENT VEHICLE TO GAPLIN AUTO SPORTS DUE TO AFTEMARKET TUSCANY EXHAUST. 0.00

Job Tax 0.00 **SubTotal Job # 4** **0.00**

5. Customer statement of problem
I/ Customer states SERPENTINE BELT IS SLIPPING. INSTALL SOP FROM RO# 569052

1 -- Cause / Action to Take

1 -- Correction / Action Taken
NOISE RELATED TO AFTERMARKET TUSCANY EXHAUST. 0.00

Job Tax 0.00 **SubTotal Job # 5** **0.00**

6. Customer statement of problem
I/ Customer States BED COVER RELEASE IS NOT ENGAGING.

1 -- Cause / Action to Take

1 -- Correction / Action Taken
SENT TO GALPIN AUTO SPORTS DUE TO TUSCANY AFTERMARKET PARTS. 0.00

Warranty ID	Tech		Iop	Act Hr	
7747	90025	Curtis Jensen	1	0.00	0.00

Job Tax 0.00 **SubTotal Job # 6** **0.00**

7. Customer statement of problem
I/ Customer States DRIVER'S REAR DOOR HANDLE IS PEELING

1 -- Cause / Action to Take

1 -- Correction / Action Taken
SENT VEHICLE TO GALPIN AUTO SPORTS DUE TO TUSCANY AFTERMARKET PARTS. 0.00

Warranty ID	Tech		Iop	Act Hr	
7747	90025	Curtis Jensen	1	0.00	0.00

Job Tax 0.00 **SubTotal Job # 7** **0.00**

8. Customer statement of problem
I/ Tires Inflated to (PSI)
LEFT FRONT___35___ LEFT REAR ___35____
RIGHT FRONT___35___ RIGHT REAR___35____

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

Internal / Service Contract / Warranty Invoice

3

[redacted]
Los Angeles, CA [redacted]
Phone (H): ([redacted])
Phone (W): ([redacted])

Year/Make/Model: 2010 Ford F-150 LD
IN: **1FTFW1EV3 AF**[redacted]
License Number: Color: Black
Stock Number: 106589 Mileage In: 11092
Tag Number: **490** Mileage Out: 11092

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:

Service Writer: Nicholas Wheeler
Estimate Amount: $
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Invoice Number
588728

Printed: 08/24/2011 3:44 PM
Copy # 0
Date Opened: AUG 2 11
Date Notified: AUG 23 11
Date Delivered:

DESCRIPTION	COST	HRS or QTY	LIST or LABOR	EXT TOTAL	GRAND TOTAL
1 -- Cause / Action to Take					
1 -- Correction / Action Taken					
Tire Pressure check completed					0.00
Job Tax	0.00		**SubTotal Job # 8**		**0.00**

Payment Notes

On behalf of the servicing dealer, I certify that the information on this claim is accurate and, unless shown, the services were performed at no charge to the owner. To my knowledge, this claim contains no parts repaired or replaced that are connected in any way with any accident, negligence or abuse.

X _____
Dealer or General Manager or Authorized Person

Internal		Service Contract		Warranty		Customer Pay	
Description	Retail	Description	Retail	Description	Retail	Description	Retail
Labor	0.00	Labor	0.00	Labor	0.00	Labor	0.00
Parts	0.00	Parts	0.00	Parts	0.00	Parts	0.00
Sublet	0.00	Sublet	0.00	Sublet	0.00	Sublet	0.00
Freight	0.00	Freight	0.00	Freight	0.00		
Car Rental	0.00	Car Rental	0.00	Car Rental	0.00	Freight	0.00
Spec Tax	0.00	Deductible	0.00	Deductible	0.00	Car Rental	0.00
HazMat	0.00	Spec Tax	0.00	Spec Tax	0.00	Deductible	0.00
Tax	0.00	Haz Mat	0.00	Haz Mat	0.00	Spec Tax	
Co-pay	0.00	Tax	0.00	SlsTax	0.00	Haz Mat	
Charge $	0.00	Charge $	0.00	Charge $	0.00	Sls Tax	
Misc	0.00	Misc	0.00	Misc	0.00	Misc	0.00
Balance	0.00	Balance	0.00	Balance	0.00	Amt Due	0.00

Store Ho
Mon - Fri: 8 a pm
Saturday: 8 an 4 pm

Service Invoice

GALPIN AUTO SPORTS LLC
15600 ROSCOE BLVD. · VAN NUYS · CA, 91406
877-GO-GAS-GO · 818-922-3800 · FAX 818-922-3833
B.A.R.# AM242924 · EPA# CAL000301799
www.galpinautosports.com

[redacted]
Los Angeles, CA [redacted]
Home:(323) Work: [redacted]
Cell: [redacted] Other: [redacted]

Invoice Number
17753

Printed: 11-15-2011 17:00
Copy Number: 3
Date Opened: 08/19/11
Date Notified: 09/20/11
PO Number:

Year/Make/Model: 2010 Ford F-150 LD
VIN: **1FTFW1EV3 AF**[redacted]
License Number:
Stock Number: 106589 Mileage In: 11102
Tag Number: **535** Mileage Out: 11102

Customer Number: [redacted]
Service Writer: 90789
Estimate Amount: $

Customer Signature

Description	Hrs or Qty	List	Ext Total	Grand Total
1. Customer statement of problem				
Customer States tire lite is on				
1 -- Cause / Action to Take				
replaced missing sensors				
1 -- Correction / Action Taken				
done by gas				41.38
Part Number **Failed** **Description**				
9L3Z1A189A TPMS SENSORS	4	53.19	212.76	
Sub Total Parts				212.76
SubTotal Job # 1				**254.14**
2. Customer statement of problem				
Customer States tonneau cover release not engaging				
1 -- Cause / Action to Take				
replace tonneau cover latches				
1 -- Correction / Action Taken				
done by gas				30.00
SubTotal Job # 2				**30.00**
3. Customer statement of problem				
Customer States driver rear door hadle chrome is peeling				
1 -- Cause / Action to Take				
replaced handle				
1 -- Correction / Action Taken				
done by gas				0.00
SubTotal Job # 3				**0.00**
4. Customer statement of problem				
Customer States check exaust is noisey and rattles				
1 -- Cause / Action to Take				
adjusted exaust				
1 -- Correction / Action Taken				
done by gas				0.00

File - Copy

15505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2164
OPEN MON.-FRI. 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # 011208 - BAR # RC011208 - BAR # 246635

GALPIN LINCOLN

[redacted]
Los Angeles, CA[redacted]
Phone (H): [redacted] Phone (W): [redacted]
[redacted] Phone Oth: [redacted]
Year/Make [redacted]: 2010 Ford F-150 LD
VIN: 1FTFW1EV3 AF[redacted]
License Number:
Stock Number: 106589 Mileage In: 13306
Tag Number: 562 Mileage Out: 13306

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Estimate Amount: $ $1.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number
594479
Printed: 09/15/2011 4:32 PM
Copy # 1
Date Opened: SEP 9 11
Date Notified: SEP 15 11
Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total
1. Customer Concern				
Customer States AIR VENT CENTER (DIRECTLY TO RIGHT SIDE OF STEERING WHEEL), PAINT IS PEELING.				
1 -- Cause/Action to Take				
INSTALL SPECIAL ORDER PART				
1 -- Correction/Action Taken				
REPLACED LEFT CENTER VENT ASSEMBLY.	90525			0.00
Part Number / **Failed** / **Description**				
9L3Z19893CA / LOUVRE ASY VENT AIR	1			
Sub Total Parts				Warranty
SubTotal Job # 1				Warranty
2. Customer Concern				
Customer States BACK UP CAMERA ON REAR VIEW MIRROE INTERMITANLY GOES BLUE				
1 -- Cause/Action to Take				
INSTALLED SPECIAL ORDER PART				
1 -- Correction/Action Taken				
REAR VIEW MIRROR ASSEMBLY AND TESTED WORKING NORMAL.	90525			0.00
Part Number / **Failed** / **Description**				
8U5Z17700L / MIRROR ASY - REAR VIEW - INNER	1			
Sub Total Parts				Warranty
SubTotal Job # 2				Warranty
3. Customer Concern				
Tires Inflated to (PSI)				
LEFT FRONT___35___ LEFT REAR ___35____				
RIGHT FRONT___35___ RIGHT REAR___35____				
1 -- Cause/Action to Take				
TPCHECK - ..				
1 -- Correction/Action Taken				
Tire Pressure check completed				0.00

G.A.S. Retail
15600 Roscoe Blvd
Van Nuys CA 91406
818-922-3800

Internal / Service Contract / Warranty Invoice

[redacted]
Los Angeles, CA [redacted]
Phone (H): [redacted])
Phone (W): [redacted]

Year/Make/Model: 2010 Ford F-150 LD
VIN: **1FTFW1EV3 AF**[redacted]
License Number: Color: Black
Stock Number: 106589 Mileage In: 15607
Tag Number: **111** Mileage Out: 0

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Norma Orellana
Estimate Amount: $
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Invoice Number
18619
Printed: 11/15/2011 4:58 PM
Copy # 0
Date Opened: 11/03/11
Date Notified:
Date Delivered:

DESCRIPTION	COST	HRS or QTY	LIST or LABOR	EXT TOTAL	GRAND TOTAL

1. Customer statement of problem
C/ Customer States front of hood is cracking
1 -- Cause / Action to Take
repainted hood per tuscany
1 -- Correction / Action Taken
done by ford auto body
0.00
Job Tax 0.00 **SubTotal Job # 1** **0.00**

2. Customer statement of problem
C/ Customer States tail gate tuscany emblem is peeling
1 -- Cause / Action to Take
replaced tail gate tuscany emblem
1 -- Correction / Action Taken
done by gas
0.00
Job Tax 0.00 **SubTotal Job # 2** **0.00**

3. Customer statement of problem
C/ Tires Inflated to (PSI)
LEFT FRONT_____ LEFT REAR _____
RIGHT FRONT_____ RIGHT REAR_____
1 -- Cause / Action to Take
1 -- Correction / Action Taken
Tire Pressure check completed.
0.00
Job Tax 0.00 **SubTotal Job # 3** **0.00**

Payment Notes

On behalf of the servicing dealer, I certify that the information on this claim is accurate and, unless shown, the services were performed at no charge to the owner. To my knowledge, this claim contains no parts repaired or replaced that are connected in any way with any accident, negligence or abuse.

X _____
Dealer or General Manager or Authorized Person

Internal		Service Contract		Warranty		Customer Pay	
Description	Retail	Description	Retail	Description	Retail	Description	Retail
Labor	0.00	Labor	0.00	Labor	0.00	Labor	0.00
Parts	0.00	Parts	0.00	Parts	0.00	Parts	0.00
Sublet	0.00	Sublet	0.00	Sublet	0.00	Sublet	0.00
Freight	0.00	Freight	0.00	Freight	0.00		
Car Rental	0.00	Car Rental	0.00	Car Rental	0.00	Freight	0.00
Spec Tax	0.00	Deductible	0.00	Deductible	0.00	Car Rental	0.00
HazMat	0.00	Spec Tax	0.00	Spec Tax	0.00	Deductible	0.00
Tax	0.00	Haz Mat	0.00	Haz Mat	0.00	Spec Tax	

15505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2164
OPEN MON.-FRI. 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # 011208 - BAR # RC011208 - BAR # 246635

GALPIN LINCOLN

[redacted]
Los Angeles, CA [redacted]
Phone (H): [redacted] [redacted]
[redacted] (C): [redacted] [redacted] Phone Oth: [redacted]
Year/Make/Model: 2010 Ford F-150 LD
VIN: 1FTFW1EV3 AF[redacted]
License Number:
Stock Number: 106589 Mileage In: 18336
Tag Number: 144 Mileage Out: 18476

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Estimate Amount: $ $1.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

[redacted]
618231
Printed: 02/27/2012 12:18 PM
Copy # 1
Date Opened: 02/23/12
Date Notified: 02/27/12
Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total
1. Customer Concern				
Customer States WRENCH LIGHT CAME ON WHILE DRIVING AND VEHICLE STALLED. NOW CHECK ENGINE LIGHT IS ON.				
1 -- Cause/Action to Take				
ROAD TESTED BY SHOP FOREMAN. UNABLE TO VERIFY CONCERN. NO PENDING CODES.				
1 -- Correction/Action Taken				
EEC TEST NO DTC SYSTEM PASSED. PID MONITOR ETC TRIM 3. 4%	90187			0.00
SubTotal Job # 1				Warranty
2. Customer Concern				
Customer States VEHICLE SOUNDS LIKE A VACUUM AT 3500 RPM AND DRIVING.				
1 -- Cause/Action to Take				
...				
1 -- Correction/Action Taken				
EXHAUST NOISE DUE TO AFTERMARKET PARTS				0.00
SubTotal Job # 2				Warranty
3. Customer Concern				
Customer States SEND VEHICLE TO NORMA, EXHAUST HANGERS BROKEN				
1 -- Cause/Action to Take				
SENT TO GAS				
1 -- Correction/Action Taken				
SENT TO GAS				0.00
SubTotal Job # 3				0.00

4. Customer Concern
Tires Inflated to (PSI)
LEFT FRONT____35_____ RIGHT FRONT __35_____
LEFT REAR_____35_____ RIGHT REAR_____35_____

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SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # 011208 - BAR # RC011208 - BAR # 246635

GALPIN LINCOLN

[redacted]
Los Angeles, CA [redacted]
Phone (H): [redacted] Phone (W): [redacted]
Phone (C): (323) [redacted] Phone Oth: [redacted]
Year/Make/Model: 2010 Ford F-150 LD
VIN: 1FTFW1EV3 AF[redacted]
License Number:
Stock Number: 106589 Mileage In: 19643
Tag Number: 509 Mileage Out: 19659

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Estimate Amount: $ $1.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number
622395
Printed: 04/19/2012 10:34 AM
Copy # 1
Date Opened: MAR 22 12
Date Notified: APR 19 12
Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total
1. Customer Concern				
Customer States CHECK ENGINE LIGHT IS ON AND VEHICLE SOMETIMES HAS NO THROTTLE RESPONSE. HAPPENS MORE WHEN COMING AWAY FROM A STOP				
1 -- Cause/Action to Take				
...				
1 -- Correction/Action Taken				
PERFORMED DIAG, CODE P0122 & P0222 PERFORMED PINPOING DV SYSTEM PASSED, ROAD TESTED 11 MILES, GOOD	90525			0.00
Sub Total Parts				Warranty
SubTotal Job # 1				Warranty
2. Customer Concern				
Customer States THERE IS A RATTLE SOUND FROM UNDER TRUCK WHILE DRIVING				
1 -- Cause/Action to Take				
TN				
1 -- Correction/Action Taken				
ROAD TESTED, FOUND NOISE FROM PASSENGER SEAT				0.00
Sub Total Parts				Warranty
SubTotal Job # 2				Warranty
3. Customer Concern				
Customer States VEHICLE MAKES A VACUUM SOUND WHEN DRIVING AT 3500 RPM				
1 -- Cause/Action to Take				
TN				
1 -- Correction/Action Taken				
TIRES TO EXHAUST				0.00
Sub Total Parts				Warranty
SubTotal Job # 3				Warranty

15505 Roscoe Blvd., North Hills, CA 91343
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OPEN MON.-FRI. 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # 011208 - BAR # RC011208 - BAR # 246635

GALPIN LINCOLN

[redacted]
Los Angeles, CA[redacted]
[redacted]

Year/Make/Model: 2010 Ford F-150 LD
VIN: 1FTFW1EV3 AF[redacted]
License Number:
Stock Number: 106589 Mileage In: 19643
Tag Number: 509 Mileage Out: 19659

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Estimate Amount: $ $1.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number
622395
Printed: 04/19/2012 10:34 AM
Copy # 1
Date Opened: MAR 22 12
Date Notified: APR 19 12
Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total
4. Customer Concern				
Customer States EXHAUST HANGERS ARE BROKEN AND RIGHT SIDE EXHAUST TIP IS CROOKED. SEND TO NORMA AT G.A.S.				
1 -- Cause/Action to Take				
TN				
1 -- Correction/Action Taken				
DONE BY G.A.S.				0.00
Sub Total Parts				0.00
SubTotal Job # 4				0.00
5. Customer Concern				
CUSTOMER IN RENTAL VEHICLE				
1 -- Cause/Action to Take				
RENTAL - RENTAL				
1 -- Correction/Action Taken				
CUSTOMER IN RENTAL VEHICLE				0.00
Sub Total Parts				Warranty
SubTotal Job # 5				Warranty
6. Customer Concern				
Tires Inflated to (PSI)				
LEFT FRONT____35_____ RIGHT FRONT _____35_____				
LEFT REAR_____35_____ RIGHT REAR_____35_____				
1 -- Cause/Action to Take				
TPCHECK - ..				
1 -- Correction/Action Taken				
Tire Pressure check completed				0.00
Sub Total Parts				0.00
SubTotal Job # 6				0.00

15505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2164
OPEN MON.-FRI. 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # 011208 - BAR # RC011208 - BAR # 246635

GALPIN LINCOLN

[redacted]
Los Angeles, CA [redacted]
[redacted]

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:

Invoice Number
630865
Printed: 05/29/2012 3:20 PM
Copy # 1
Date Opened: MAY 18 12
Date Notified: MAY 29 12
Date Delivered:

Service Writer: Nicholas Wheeler
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Year/Make/Model: 2010 Ford F-150 LD
VIN: **1FTFW1EV3 AF**[redacted]
License Number:
Stock Number: 106589 Mileage In: 21673
Tag Number: **R42** Mileage Out: 21683

Original Estimate:$ 1.00 Original Estimate:MAY 18 12

Incr. Amt	New Amt	Date	Time	Person Cont.	How Cont.	Phone	Cont. By	Reason/Description

Description	Part Number	Failed	Hrs or Qty	List	Ext Total	Grand Total
1. Customer Concern						
Customer States CHECK ENGINE LIGHT IS ON. VEHICLE HAS NO THROTTLE RESPONSE.						
1 -- Cause/Action to Take						
HOTLINE CONTACDT ID #105421492						
1 -- Correction/Action Taken						
TEST EEC, DTC'S P0222 & P0122, THROTTLE PEDAL POSTION LOW PINPOINT TEST DV3 PEDAL RELEASED TPI 3.9 VOLTS TP2 1-6 VOLTS PEDAL APPLIED TP1 GOES OPEN TP2 4.3 TP1 PIN 2 ETC RTRM PIN 3 4.5 VOLTS PCM SELF TEST PASSED CONTACTED HOT LINE THEY STATED TO REPLACE THROTTLE BODY ASSY. REPLACED ASSY TEST DROVE 10 MILES.			90187			0.00
	8L3Z9E926C		THROTTLE BODY AND MOTOR ASY		1	
				Sub Total Parts		Warranty
				SubTotal Job # 1		Warranty
2. Customer Concern						
Customer States THERE IS A VACUUM SOUND WHEN ACCELERATING AND EXHAUST DOES NOT HANG EVENLY.						
1 -- Cause/Action to Take						
FOUND FAULTY EXHAUST						
1 -- Correction/Action Taken						
INSPECTION FOUND EXHAUST FAULTY. RECEIVED NEW TUSCANY EXHAUST FROM VENDOR SUSBLET TO HAVE EXHAUST INSTALLED AT ARTZ MUFFLER						0.00
				Sub Total Parts		Warranty

15505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2164
OPEN MON.-FRI. 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # 011208 - BAR # RC011208 - BAR # 246635

GALPIN LINCOLN

[redacted]
Los Angeles, CA [redacted]
[redacted]

Year/Make/Model: 2010 Ford F-150 LD
VIN: 1FTFW1EV3 AF[redacted]
License Number:
Stock Number: 106589 Mileage In: 21673
Tag Number: R42 Mileage Out: 21683

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number
630865
Printed: 05/29/2012 3:20 PM
Copy # 1
Date Opened: MAY 18 12
Date Notified: MAY 29 12
Date Delivered:

Original Estimate:$ 1.00 Original Estimate:MAY 18 12

Incr. Amt	New Amt	Date	Time	Person Cont.	How Cont.	Phone	Cont. By	Reason/Description

Description	Hrs or Qty	List	Ext Total	Grand Total
Sublet				
777119 po 145416				Warranty
SubTotal Job # 2				Warranty

*3. **Customer Concern***
Tires Inflated to (PSI)
LEFT 35 LEFT REAR ___35____
RIGHT FRONT___35___ RIGHT REAR___35____
1 -- Cause/Action to Take
TPCHECK - ..
1 -- Correction/Action Taken
Tire Pressure check completed

	0.00
Sub Total Parts	Warranty
SubTotal Job # 3	Warranty

SUNRISE FORD

Where Integrity Has Meaning

5500 LANKERSHIM BLVD.
NORTH HOLLYWOOD, CA 91601
PHONE: (818) 752-9000
FAX: (818) 763-1418
www.sunriseford.com

F.I.N. 95-3411682
BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: 763546

381268

INVOICE

[redacted]

LOS ANGELES, CA [redacted]
HOME: CONT:N/A
BUS: CELL: [redacted]

PAGE 1

SERVICE ADVISOR: 6084 DANIEL J BUHLER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLACK	10	FORD F150 PICKUP	1FTFW1EV3A[redacted]		25527/25527	T8158

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
22JAN11 DD			15:00 04SEP12		99.50	CASH	04SEP12

R.O. OPENED	READY	OPTIONS:
14:50 30AUG12	16:10 04SEP12	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES THE CHECK ENGINE LIGHT AND WRENCH LIGHT STAY ON..
ALSO THE ENGINE RUNS ROUGH AND JERKS
CAUSE: TEST EEC CODES P0122,P0222,P0297,P2122,P2127,DCL DISPLAY T-P 2
.8V,CHT 198 DEG,RUN PINPOINT TESTS DK1 YES,DK4 YES,DK5 YES
5V,DK8 YES 1 OHM
S102 MISC DRIVEABILITY
6147 MARX,MARK LIC#: 6147
W95 1.10 (N/C)
1 AL3Z*9F836*M SHAFT (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5410

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

25527 APP SENSOR FAILING 12650D,12650D80,12650D45,2450F,12650DX1
1.10 TEST EEC CODES P0122,P0222,P0297,P2122,P2127,DCL DISPLAY T/P 2
.8V,CHT 198 DEG,RUN PINPOINT TESTS DK1 YES,DK4 YES,DK5 YES 5V,DK8 YES 1
OHM,DK9 YES 12K OHMS, DK10 YES 11K OHMS, DK11 NO DK20 YES 11K OHMS,
DK23 YES 2 OHMS, DK24 YES, DK25 YES 5V,REPLACE APP SENSOR/PEDAL ASSY
FAILING, RETEST SYSTEM CODE P1000

****

B PERFORM MULTI-POINT INSPECTION (2-11)
CAUSE: SET TIRE PRESSURES TO 35 PSI
99P PERFORM MULTI-POINT INSPECTION (2-11)
6147 MARX,MARK LIC#: 6147
W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5410

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

25527 SET TIRE PRESSURES TO 35 PSI

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS.-
NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

OUR SERVICE CENTER IS OPEN
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

STOP BY AND SEE US FOR YOUR REGULAR SERVICE MAINTENANCE.

THIS IS YOUR RECEIPT AND CLAIM CHECK. ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.

NOTICE TO CONSUMER:
I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price; additionally I acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

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

Notice to Consumer: Please read important information on back.

WARNING: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including but not limited to fuel, oil batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touchup paint, certain replacement parts, and particulates from component wear. When you service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize you exposure when servicing, maintaining or cleaning you vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components. *(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.5 et seq.) For further information about Proposition 65: http://www.vehlie.org/prop65.html*

CUSTOMER COPY

SUNRISE FORD

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F.I.N. 95-3411682
BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: 763546

381268

INVOICE

PAGE 2

[redacted]
LOS ANGELES, CA [redacted]
HOME: CONT:N/A
BUS: CELL: [redacted]

SERVICE ADVISOR: 6084 DANIEL J BUHLER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLACK	10	FORD F150 PICKUP	1FTFW1EV3AF[redacted]		25527/25527	T8158

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
22JAN11 DD			15:00 04SEP12		99.50	CASH	04SEP12

R.O. OPENED	READY	OPTIONS:
14:50 30AUG12	16:10 04SEP12	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

C** BATTERY CHECK GOOD
CAUSE: .
GBATT BATTERY CHECK GOOD
6147 MARX,MARK LIC#: 6147
W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5410
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

D** CHECKED AND OK
CAUSE: .
GTIRE CHECKED AND OK
6147 MARX,MARK LIC#: 6147
W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5410
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

****

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THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS.
NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

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MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

STOP BY AND SEE US FOR YOUR REGULAR SERVICE MAINTENANCE.

THIS IS YOUR RECEIPT AND CLAIM CHECK. ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.

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I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price; additionally I acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

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

Notice to Consumer: Please read important information on back.

WARNING: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacements parts, vehicle fluids, and paints and materials used to maintain vehicles, including but not limited to fuel, oil batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touchup paint, certain replacement parts, and particulates from component wear. When you service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize you exposure when servicing, maintaining or cleaning you vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components. *(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.5 et seq.) For further information about Proposition 65: http://www.vehhs.org/prop65.html*

CUSTOMER COPY

DATE	TIME	CUST PAY	WARRANTY	TERNAL

NAME

ADDRESS

CITY | ST | ZIP

HOME PHONE | BUSINESS PHONE

YEAR | MODEL | COLOR

V I N

LICENSE NO | SELLING DEALER | MILEAGE

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

A minimum fee of $2.00 is charged to cover costs associated with the handling, management, and disposal of hazardous waste (when applicable). All parts are new unless specified otherwise.

I have read and understand the information contained on the front and reverse side of this document and have received a copy.

PARTS:

SIGN X _____ SAVE SCRAP

$ **ORIGINAL ESTIMATE** ESTIMATE DOES NOT INCLUDE SALES TAX

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within _____ days of the date shown above if I choose not to authorize the services recommended.

RESERVATION #

DATE RESV. MADE

SELLING DEALER

NOTICE:
VEHICLES NOT PICKED UP WITHIN THREE DAYS AFTER WORK IS COMPLETED WILL BE CHARGED STORAGE AT A RATE OF $25.00 PER DAY.

NO VEHICLES RELEASED AFTER 6:00 P.M. WEEKDAYS.

REPAIR ORDER

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

INSTRUCTIONS ON WORK TO BE DONE

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

GALPIN LINCOLN GALPIN MERCURY
15500 Roscoe Blvd., Van Nuys, CA 91406
818-922-3674
BAR #AC123481 · EPA #CAD 982357691

GALPIN Ford
15505 Roscoe Blvd., North Hills, CA 91343
818-893-9494
BAR #RC011208 · EPA #CAD 029453131

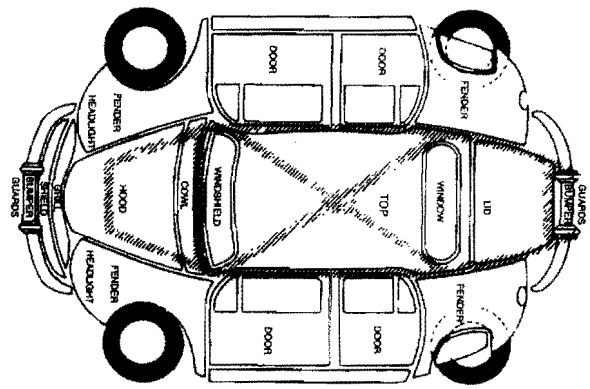
SERVICE DEPT. Hours:
M-F: 7 a.m. to 7 p.m. Sat: 8 a.m. to 5 p.m.

TO OUR CUSTOMERS

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

We believe our menu pricing is advantageous to our customers because your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.

PRIOR BODY DAMAGE



SEE REVERSE SIDE FOR LIMITED WARRANTY.

G-300D 7/10

PE13-003 000022LCPV

DATE	TIME	CUST PAY	WARRANTY	TERNAL

NAME

ADDRESS

CITY | ST | ZIP

HOME PHONE | BUSINESS PHONE

YEAR | MODEL | COLOR

V
I
N

LICENSE NO | SELLING DEALER | MILEAGE

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

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PARTS:

SIGN X _____ SAVE SCRAP

$ **ORIGINAL ESTIMATE** ESTIMATE DOES NOT INCLUDE SALES TAX

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within _____ days of the date shown above if I choose not to authorize the services recommended.

RESERVATION #

DATE RESV. MADE

SELLING DEALER

NOTICE:
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NO VEHICLES RELEASED AFTER 6:00 P.M. WEEKDAYS.

REPAIR ORDER

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

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1	INSPECTION-9 POINT
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3	STATE SMOG CERT.
4	AIR FILTER
5	HOSES & BELTS
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8	BODY LUBE
9	WHEEL BEARINGS
10	U-JOINTS
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23	VALVE ADJUST

GALPIN LINCOLN GALPIN MERCURY
15500 Roscoe Blvd., Van Nuys, CA 91406
818-922-3674
BAR #AC123481 · EPA #CAD 982357691

GALPIN Ford
15505 Roscoe Blvd., North Hills, CA 91343
818-893-9494
BAR #RC011208 · EPA #CAD 029453131

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

TO OUR CUSTOMERS

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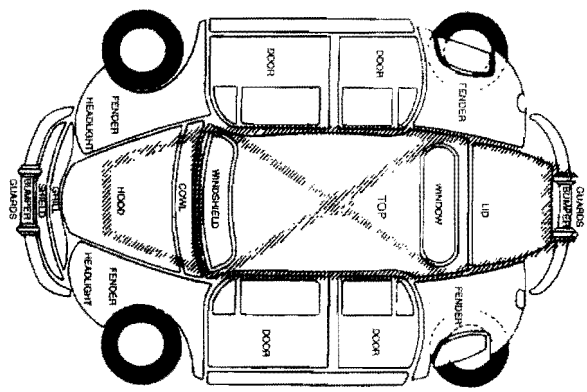
PRIOR BODY DAMAGE



SEE REVERSE SIDE FOR LIMITED WARRANTY.

G-300D 7/10

DATE	TIME	CUST PAY	WARRANTY	TERNAL

NAME

ADDRESS

CITY | ST | ZIP

HOME PHONE | BUSINESS PHONE

YEAR | MODEL | COLOR

V I N

LICENSE NO | SELLING DEALER | MILEAGE 18336

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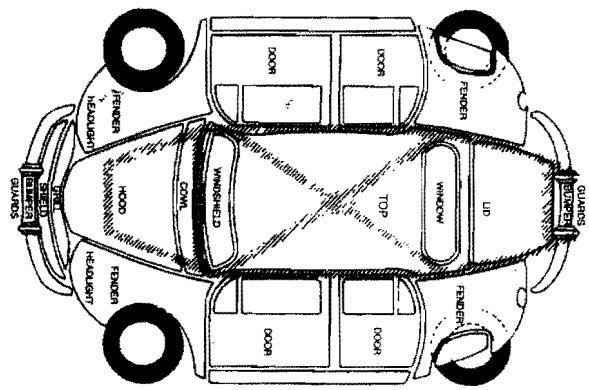

SEE REVERSE SIDE FOR LIMITED WARRANTY.

G-300D 7/10

PE13-003 000024LCPV

DATE	TIME	CUST PAY	WARRANTY	INTERNAL

NAME

ADDRESS

CITY | ST | ZIP

HOME PHONE | BUSINESS PHONE

YEAR | MODEL | COLOR

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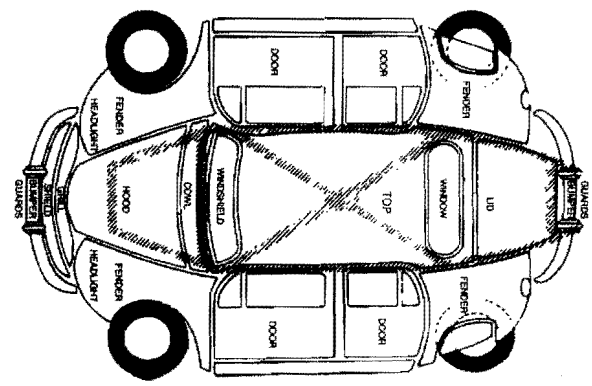

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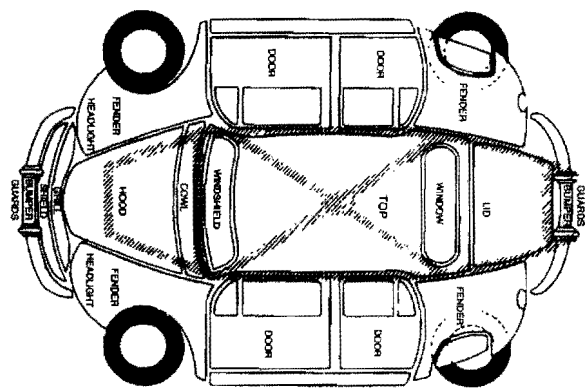


SEE REVERSE SIDE FOR LIMITED WARRANTY.

G-300D 7/10

Store Hr
Mon - Fri: 8 a 6 pm
Saturday: 8 am to 4 pm

Service Invoice

GALPIN AUTO SPORTS LLC
15600 ROSCOE BLVD. · VAN NUYS · CA, 91406
877-GO-GAS-GO · 818-922-3800 · FAX 818-922-3833
B.A.R.# AM242924 · EPA# CAL000301799
www.galpinautosports.com

[redacted]
Los Angeles, CA [redacted]
Home: [redacted] Work: [redacted]
Cell: [redacted] Other (323)

Invoice Number **22649**
Printed: 09-13-2012 16:50
Copy Number: 1
Date Opened: SEP 12 12
Date Notified:
PO Number:

Year/Make/Model: 2010 Ford F-150 LD
VIN: **1FTFW1EV3 AF[redacted]**
License Number:
Stock Number: 106589 Mileage In: 25546
Tag Number: **111** Mileage Out: 0

Customer Number: 4527932
Service Writer: 90789
Estimate Amount: $

Customer Signature

Description	Hrs or Qty	List	Ext Total	Grand Total
1. Customer statement of problem				
Customer States per tuscany replace exaust hangers				
1 -- Cause / Action to Take				
Remove old exhaust hangers/ install & adjust new updated hangers				
1 -- Correction / Action Taken				
				0.00
Sub Total Parts				0.00
SubTotal Job # 1				**0.00**
2. Customer statement of problem				
Tires Inflated to (PSI)				
LEFT FRONT_____ LEFT REAR _____				
RIGHT FRONT_____ RIGHT REAR_____				
1 -- Cause / Action to Take				
1 -- Correction / Action Taken				
Tire Pressure check completed.				0.00
Sub Total Parts				0.00
SubTotal Job # 2				**0.00**

Merchandise cannot be returned unless authorized by GAS's Statement of Warranty or other written authorization. Merchandise returned is subject to a 20% restocking charge. Special ordered merchandise is not cancelable and no refund will be paid by GAS.

All parts new unless otherwise indicated. All oil sold in quarts. All antifreeze sold in quarts. All Freon sold in ounces.

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

X _____
Customer Signature

See reverse side for Terms and Statement of Warranty

Customer Copy

Rpt. Analysis Home | Report Mgmt Primary | Report Mgmt Query | Report Mgmt | Indicator Summary | Help | Exit

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	CERDQ010 NHL			**Received:**	05/18/2012
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1EV3AF[redacted]			**Build Date:**	08/05/2010
Odometer :	21,673 M	**Engine:**	5.4L 3V FF	**Calibration:**	AF615R0N
Transmission:	6R80E	**Axle:**	3.73 LOCK	**A/C:**	YES
Dealer:	USA 05453 Sunrise Ford of North Hollywoo			**Phone#:**	(818) 980-9800
City:	North Hollywood	**State:**	California	**Country :**	USA

Originator: BOB MAXEY

Symptom: 2 27 Q 68 AID/INFO,WNG IND/MESS/C,ENGINE IMAGE,STAYS ON

Status:

VFG: V29 CHECK ENGINE LIGHT

Additional Symptom: TP/APP DTC'S

Fix: **Causal Component :**

Condition Code:

Hotliner: PJACOB45 **Phone:** 000 000-0000 **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: BOB MAXEY **Phone:** 000 000-0000 **Title Cde:** SF

PE13-003 000028LCPV

KOEO:
KOEC: P0122 P0222 P0297 P2122 P2127
KOER:
Comments:

REPAIR 05/18/2012 12:37PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:CUSTOMER STATES CHECK ENGINE LIGHT ON AND VEHICAL HAS NO THROTTLE RESPONCE DIAGNOSTICS: PULL CODES ROAD TEST PARTS REPLACED:NONE TECH QUESTION:ANY KNOWNS THIS VEHICAL WAS IN LAST WEEK SAME COMPLAINT COULD NOT VERIFY THAN CLEARED CODES CAME BACK WITH SAME CODES AGIN BUT STILL NOT VERIFY DEAD PEDAL

RECOMM 05/18/2012 12:37PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
BOB, REPORTS INDICATE THAT THE THROTTLE BODY HAS BEEN THE CAUSE OF SIMILAR CONCERNS. IF NOT ALREADY DONE, INSPECT THE TP SENSOR CONNECTOR FOR PIN FIT AND THE CIRCUITS FOR SIGNS OF CHAFING. IF NO PROBLEM IS FOUND, REPLACE THE THROTTLE BODY AND RETEST.

REPAIR 08/30/2012 08:16PM DEREK KVENVOLD MSS - FCSD - TECH SVC HOTLINE
DESCRIPTION OF VEHICLE CONCERN: MIL ON WRENCH ON DIAGNOSTICS ALREADY COMPLETED: EEC TEST CHECKED FOR PIN PUSH OUT, SWEEP TEST, REPROGRAMMED PCM PARTS REPLACED: NONE TECH'S QUESTION: THIS TRUCK WAS JUST AT ANOTHER DEALER A FEW MONTHS AGO LOOKS LIKE THE SAME CONCERN. T/BODY WAS REPLACED. I SEE THERE IS A NEW T/P SENSOR KIT AVAILABLE, WHAT ROUTE DO YOU SUGGEST? THANKS MARK DTC: P0122:00 MODULE: PCM DTC: P0222:00 MODULE: PCM DTC: P0297:00 MODULE: PCM DTC: P2122:00 MODULE: PCM DTC: P2127:00 MODULE: PCM

RECOMM 08/30/2012 08:16PM DEREK KVENVOLD MSS - FCSD - TECH SVC HOTLINE
MARK, THE P0122/P0222 DTC'S INDICATE A TP SENSOR OR CIRCUIT FAULT, AND THE P2122/P2127 DTC'S INDICATE AN ACCELERATOR PEDAL POSITION FAULT. ACCORDING TO PPT C REFERENCE VOLTAGE, THE APP AND TP SENSORS SHARE REFERENCE VOLTAGE AS THEY ARE INTERNALLY BUSSED WITHIN THE PCM, AND THEY ARE SEPARATE FROM THE OTHER VREF SENSORS. SINCE BOTH THE TP SENSOR AND APP SENSOR HAVE DTC'S LISTED, IT IS LIKELY THERE IS A LOSS

OF VREF PRESENT. THIS MAY BE CAUSED BY A SHORTED APP OR TP SENSOR, OR A VREF CIRCUIT SHORT. RECOMMEND YOU VERIFY VREF DURING THE EVENT OF THE CONCERN. IF YOU VERIFY A LOSS OF VREF TO EITHER OF THESE COMPONENTS, DISCONNECT THE APP SENSOR AND SEE IF VREF IS RESTORED. IF IT IS, REPLACE THE APP SENSOR ASSEMBLY AND RETEST. REPEAT THE TEST FOR THE TP SENSOR IF VREF IS NOT RESTORED. SINCE THE ETB WAS REPLACED, THE APP SENSOR IS THE MOST LIKELY CAUSE FOR THIS CONCERN. IF THE VREF IS NOT RESTORED WITH BOTH SENSORS DISCONNECTED, DE-PIN THE APP/TP CIRCUIT FROM THE PCM. IF THIS RESTORES VREF, THERE IS A CIRCUIT SHORT PRESENT. IF VREF IS STILL ABSENT, THIS INDICATES AN INTERNAL PCM FAULT.

Folder Number: File Report To This Folder File Report To A Folder Download Options

Add Comments Previous Next Save Mail Report

Requester: DALBANIC 5-Oct-2012
Report Summary **Ford Proprietary, Private** **Retention:** None
Server: FCWS686

PE13-003 000030LCPV

[redacted]

D026991

Fleet Request for Consumer Affairs Investigation

Date:_____ 6/21/2010

Supporting documents included in fax? NO YES (# Pages_____)

FLEET INFO

Fleet Name Avis rent a car Manager

Address:_____

VEHICLE INFORMATION

VIN:_____ **1FAHP3FN8AW**[redacted] Miles-last known 10,489

Vehicle Type:_____ Ford Focus Year-2010

VEHICLE LOCATION

Name of Business or Dealer:_____[redacted]

Contact:__ Glen Evans or Ray Roberts **Title-Damage manager**

Dealership Involved:__[redacted]

Address:__ 3333 Bobby Brown Parkway Atlanta Ga 30344

_____

PRODUCT LIABILITY TYPE

Accident **OR** Fire **(circle one)** Date of Incident

Injury? NO YES Describe: _____ June 20th

Description of Concern: unit stalled and then caught fire

_____

** Do not request investigation if repairs have been completed.

NAFS CONTACT (If applicable)

Name:_____ CDS ID:_____

Phone:_____ Fax:_____

ATTORNEY INFORMATION (If applicable)

Attorney Involved? YES NO

If yes, Attorney's Name:_____ Phone #:_____

ADDITIONAL COMMENTS/INSTRUCTIONS:_____

_____

_____

E-Mail to: Alma Taylor - ataylo29@ford.com

If Available Include Pictures, Estimate and Accident Report

Taylor, Alma (A.)

From: [redacted]

Sent: Tuesday, June 22, 2010 2:02 PM

To: Taylor, Alma (A.)

Cc: McNamara, Drita (D.M.); Meier, Kenneth (K.W.); Hyatt, Jim

Subject: FW: VIN 1FAHP3FN8AW[redacted] INVESTIGATION REQUEST

Importance: High

Attachments: Request for Inspection Form-2008 (3).xls; 43247831 013.jpg; 43247831 001.jpg; 43247831 002.jpg; 43247831 003.jpg; 43247831 004.jpg; 43247831 005.jpg; 43247831 006.jpg; 43247831 007.jpg; 43247831 008.jpg; 43247831 009.jpg; 43247831 010.jpg; 43247831 011.jpg; 43247831 012.jpg

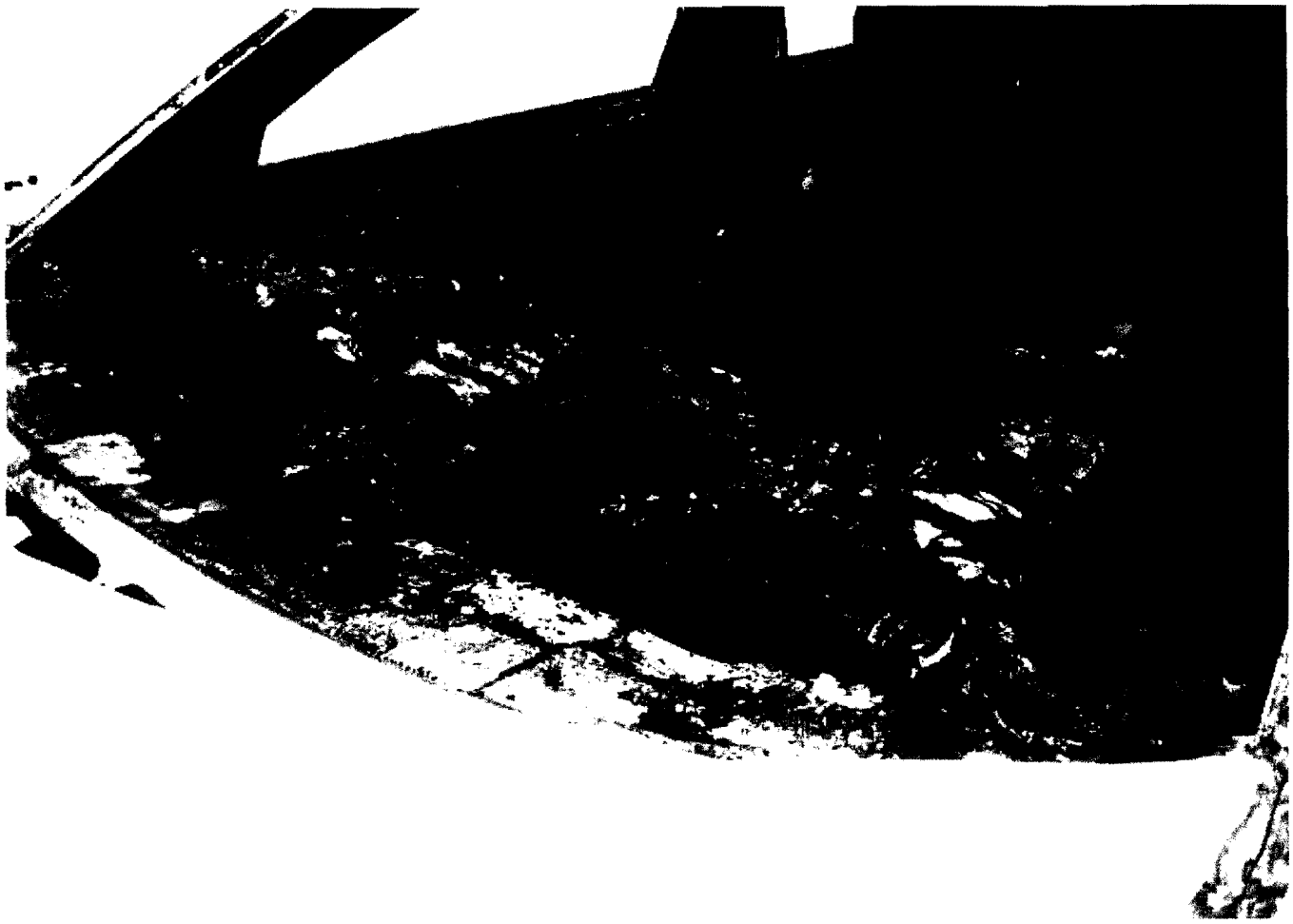
Alma,

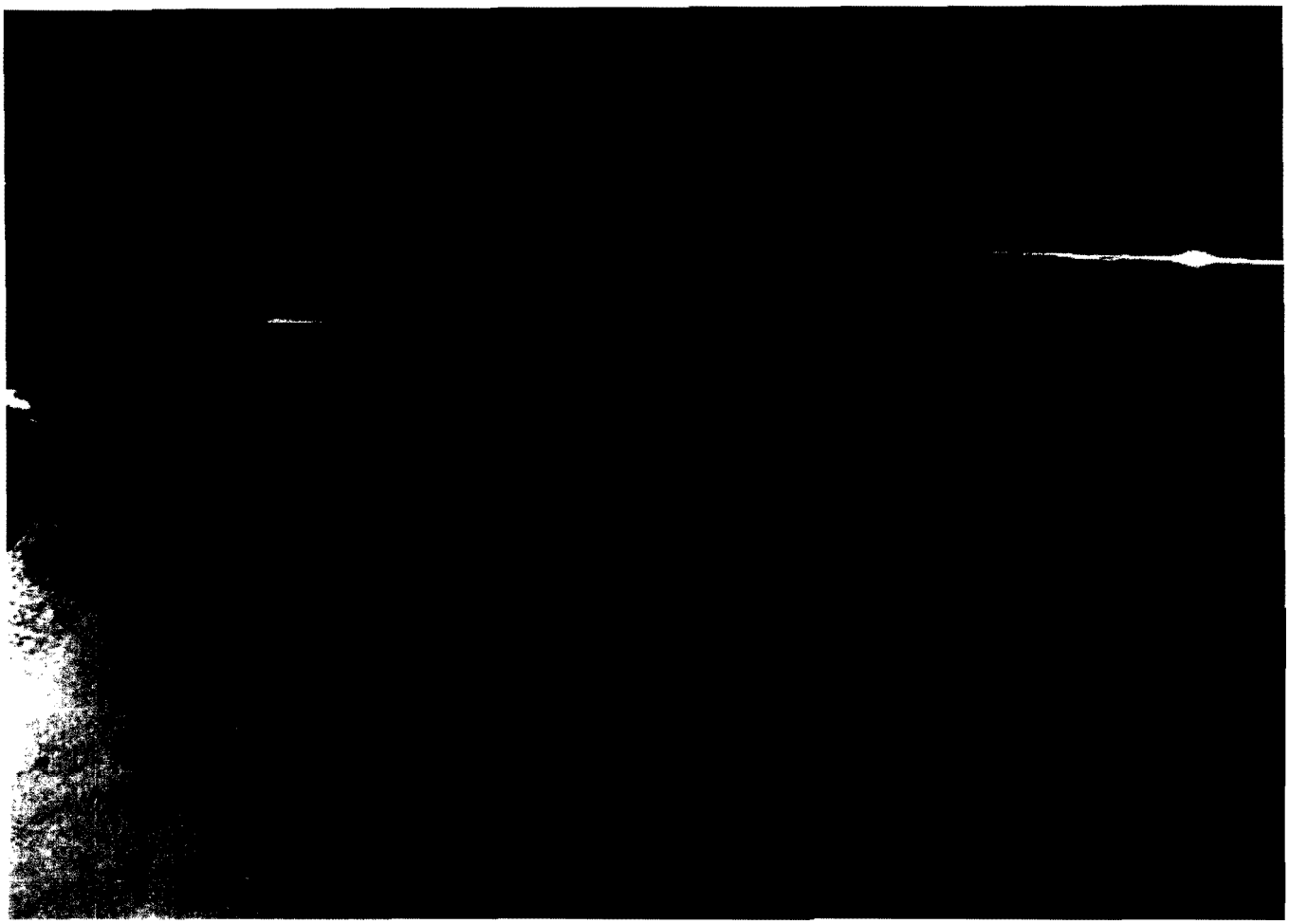
Customer states driving unit down the road, lost power, started smoking, pulled over and caught fire. Atlanta, GA location the contacts are within the excel attachment. Please follow up at your earliest convenience.

Thank you,

[redacted]

The sender believes that this E-mail and any attachments were free of any virus, worm, Trojan horse, and/or malicious code when sent. This message and its attachments could have been infected during transmission. By reading the message and opening any attachments, the recipient accepts full responsibility for taking protective and remedial action about viruses and other defects. The sender's employer is not liable for any loss or damage arising in any way from this message or its attachments.





Claim# 10-A043540

June 21, 2010

To Whom It May Concern.

On June 20, 2010 at approx 11:00am, my children and I leased a 2010 Ford Focus from [redacted] in Kennesaw, GA. We were in town on vacation from Texas visiting relatives in the area at the time, in route to Columbus, GA to visit my dad for Fathers' Day, and reserved the vehicle the day before.

From [redacted], my children and I had lunch, and afterwards shopped at CVS to purchase Father's Day cards and other items.

We were on the road about an hour, now on HWY 85 just outside of Atlanta, GA, in route to Columbus, GA, when I noticed a strong chemical odor. Within minutes, and before I realized what was happening, we were overcome with the odor. The car suddenly lost power. The gauges were normal. What was happening?

Driving in the left lane presented a challenge, but I finally managed to make my way to the shoulder. The car died at this point, filling up with smoke. I could see smoke seeping out from the hood of the car and immediately instructed my children to evacuate the vehicle leaving behind all our possessions with the exception of my purse.

As soon as we were clear of the vehicle, my eldest daughter called 911. Meanwhile, I attempted to get through the maze of prompts to inform AVIS.

Within minutes, heavy black smoke now enveloped the car, and flames began shooting out from under the car below the engine compartment.

The car burst in to flames. It appears we barely escaped with our lives.

The fire department finally arrived, extinguishing the now flame engulfed car that we were driving just minutes before. EMS and a fire investigation team were also on the scene. No police were summoned, as the vehicle catching on fire was not due to an accident (thankfully, considering we were on a busy, high traffic two lane highway at the time we were overcome with the odor and lost power)

In the back seat, my daughter's purse was found melted. All her personal possessions charred. My daughters DS Lite and Sony Camera, water damaged. My son's cell phone water damaged. A small bag, also on the back floor board containing Bare Mineral make-up, and other items, partially melted and water damaged. All of our luggage in the trunk, (5) pieces total, permeated with a chemical smell and smoke damaged. The recent CVS purchase on the front floor board charred as well.

We are on vacation through June 29, 2010. This has severely impacted my family. The car bursting in to flames happened so fast. Just the thought of what transpired sends my heart palpitating. I feel my heart in my throat. My children are visibly shaken. Stunned in fact, and did not sleep last night. They do not want to leave the house, and expressed concern and question how this could happen. They complain of burning eyes, nausea and exhaustion. I feel the same way. We can not escape the smell of the smoke that has permeating all our belongings. Just the odor of our luggage and clothes makes us very ill.

And to add insult to injury, my children and I were left, alone on the side of a busy highway for (3) hours while awaiting a replacement vehicle. The car caught fire at 2:33pm, the fire department came and went, and a vehicle for us did not arrive until 5:22pm. This is unacceptable.

So now what? We're sick to our stomachs, traumatized and no one has contacted us with the exception of the sales clerk Pandora who left a message earlier. We've washed our clothes twice and they still smell of chemical smoke. Our luggage is ruined and unsalvageable, not to mention our vacation.

In closing, I expect an [redacted] representative to contact us immediately

[redacted]

RECEIVED

n 22 10 02:42p p.1

PRECISION AUTO CENTER INC

1196 BARRETT PKWY
KENNESAW, GA 30144
(770)421-8811
FEDERAL TAX ID# 033414166

GOODYEAR

ELIVERY RECEIPT
22153 TC 75

06/02/10 06/02/10
03:40 PM 04:27 PM
TERR: 5426
NONSIG: 905426 HY

26 022192 022153
GE: 01

*DEL[redacted]VERY RECEIPT*******DO NOT PAY*

ILL TO: [redacted]

SHIP/DELV TO: PANDORA'S INVESTMENTS INC.
1930-B COBB PKWY NW
KENNESAW, GA 30152

HONE 1..... [redacted]
HONE 2.....
ATE REQUESTED 06/02/10
IME REQUESTED
ETURN PARTS.. YES
ALESMAN..... 010 / 010
USTOMER NO... 0877-000995710
O/SC/COUPON/I 99476077
UTHORIZED BY, PANDORA EVANS

VEH YEAR/MAKE. 10 FORD
VEHICLE MODEL. FOCUS S
VEHICLE COLOR. BLACK
LICENSE/STATE. BKN3282 / GA
ODOMETR IN/OUT 008255 / 008255
VEHICLE TYPE...AUTO
BUYER/DRIVER.. PANDORA EVENS
VEH/FLEET/TRLR 43247831
LOCATION CODE. 0000008033

ITEM	TECH	PRODUCT CODE	QTY	DESCRIPTION	PARTS	LBR/EXCISE	LINE TOTAL
TC	071	077-217	1	5 QT OIL LUBE FILTER SPEC(EXCLUDES 5W20)	17.75	7.20	24.95
TC	071	047-100	4	TIRE ROTATION	.00	.00	.00

43247831

BUYER/DRIVER SIGNATURE

SEE REVERSE SIDE FOR IMPORTANT SAFETY WARNING AND WARRANTY INFORMATION

HAVE A QUESTION OR PROBLEM?
Please tell our store manager. We value your opinion as much as your business. Should you need additional assistance, call our
CUSTOMER ASSISTANCE LINE 1-800-321-2136

07/02/10 12:46PM AVIS 4047636304 p.01
07/02/2010 01:01 FAX 9734964468 WARRANTY DEPT 002/002

PE13-003 000044LCPV

[redacted]

From: Taylor, Alma (A.) [ataylo29@ford.com]
Sent: Friday, July 02, 2010 11:36 AM
To: [redacted]
Subject: RE: VIN 1FAHP3FN8AW[redacted] INVESTIGATION REQUEST

Hello [redacted]

Would you provide me with this vehicle's Service History? Thanks

Alma Taylor
Legal Analyst
Office of the General Counsel

Phone: 313 317-1862
Fax: 888 683-9898

See faxed o.l change History

PRIVILEGED AND CONFIDENTIAL

This email contains privileged and confidential communications.

If you received it in error, please delete it immediately and notify the sender.

From: [redacted]
Sent: Tuesday, June 22, 2010 2:02 PM
To: Taylor, Alma (A.)
Cc: McNamara, Drita (D.M.); Meier, Kenneth (K.W.); Hyatt, Jim
Subject: FW: VIN 1FAHP3FN8AW[redacted] INVESTIGATION REQUEST
Importance: High

Alma,

Customer states driving unit down the road, lost power, started smoking, pulled over and caught fire. Atlanta, GA location the contacts are within the excel attachment. Please follow up at your earliest convenience.

Thank you,

[redacted]

The sender believes that this E-mail and any attachments were free of any virus, worm, Trojan horse, and/or malicious code when sent. This message and

DONAN Engineering Co., Inc.

PREPARED FOR:

[redacted]
COLLEGE PARK, GEORGIA[redacted]

[redacted]

UNIT NUMBER: 43247831
DONAN PROJECT NUMBER: 20-10090678-0

PREPARED BY:

DONAN ENGINEERING CO., INC.
1790 CORPORATE DRIVE, SUITE 330
NORCROSS, GEORGIA 30093
678-373-4717

OCTOBER 5, 2010

JOHN M. HILL, II, CFEI, CVFI, CFII, FIT
SENIOR FIRE & EXPLOSION INVESTIGATOR

John G. Donan, Jr., P.E.
Chairman of the Board

J. Lyle Donan, P.E.
President

DONAN Engineering Co., Inc.

CORRESPOND TO:
1790 Corporate Drive,
Suite 330
Norcross, Georgia 30093
678-373-4717
678-373-4722 fax

October 5, 2010

[redacted]
College Park, Georgia [redacted]

RE: [redacted]
College Park, Georgia [redacted]
Unit Number: 43247831
Donan Project Number: 20-10090678-0

Dear Mr. Hyatt:

At your request, on September 21, 2010, a study was made on the Ford sedan owned as referenced above. At the time of this study, the vehicle was located at [redacted] facility referenced above. The purpose of the study was to determine the origin and cause of a fire involving this vehicle that occurred on June 20, 2010. Mr. [redacted] was present to point out areas of concern and to provide firsthand information. This letter, with the attached photographs, is the report of my findings and conclusions.

Description of Vehicle

For purposes of this report, the driver's side of the vehicle is considered the left and the hood the front. The vehicle is a black 2010 Ford Focus SE and has Georgia license plate [redacted] The vehicle identification number (VIN) is 1FAHP3FN8AW[redacted]. At the time of this study, the vehicle's odometer could not be read due to the extent of fire damage.

Background

The written statement completed by the vehicle's operator, Ms. [redacted], on June 21, 2010, indicates she was driving along Interstate 85 outside of Atlanta, Georgia when she began to smell smoke as the vehicle "lost power". As she pulled to the side of the interstate, the engine shut down and smoke began to come from beneath the hood. She evacuated the vehicle and called 911.

After this study, telephone contact was made with Ms. [redacted] and she was asked to supplement her written statement. Ms. [redacted] expanded upon her explanation of the "loss of power" by describing the vehicle as seemingly running out of fuel. The dashboard gauges did not specify a problem, and the fuel gauge showed there was sufficient fuel. She stated that, after she pulled to the side of the road, the engine shut down and the amount of smoke around the vehicle seemed to increase. When she evacuated the passenger compartment, she noted a significant amount of flames beneath the engine compartment.

Study of the Vehicle

The study began at the front exterior and continued in a counterclockwise direction. Extensive fire damage is observed near the engine compartment and front of the passenger compartment. The tires mounted to the front wheels were completely consumed by fire, and the associated aluminum wheels are partially melted. The rear doors display minimal heat damage, and the exterior of the cargo area is devoid of fire damage (Photographs 1 through 9).

The study moved to the interior of the cargo area, which was accessed via the passenger compartment. The interior cargo compartment displays only water damage and is eliminated as the area of fire origin. The extent of fire damage increases toward the front of the passenger compartment, with the most intense heat damage at the dashboard. The front passenger seats and dashboard display upper level heat damage consistent with the fire progressing to them through the windshield. Survey of the front floorboard and underside of the dash reveals the fire did not originate within these areas, and they are eliminated as the areas of fire origin (Photographs 10 through 17).

The area displaying the greatest amount of fire damage is the engine compartment. Fire patterns and witness statements indicate this is the compartment of fire origin. The hood displays extensive oxidation, and the extent

of fire damage is such that all fire patterns relating to the point of fire origin were consumed by the fire. The only discernable fire patterns remaining on the upper surface of the hood correlate to the hood frame on the underside of the hood (Photographs 18 through 20).

The vehicle is equipped with a 2.0 liter, four-cylinder engine. The entire engine sustained catastrophic fire damage, and most of the combustible items within the engine compartment were consumed. The electrical system was studied, beginning at the battery and tracing the positive and negative battery leads. No evidence of an electrical failure (melting, arcing, beading, etc.) is observed on the electrical wiring, alternator, starter motor, or power distribution center (PDC), and they are eliminated as the ignition source of this fire (Photographs 21 through 35).

Various engine components, including the radiator cooling fan, hood latch, and throttle body, were positioned on the ground below the engine compartment at the time of this study. There is no evidence of a failure of these components. A survey of the underside of the vehicle reveals the fuel tank was not significantly damaged by the fire and did not contribute to the extent of fire damage. The fuel supply and return lines extend from the fuel tank to the engine compartment beneath the right side of the vehicle. The portion of the fuel lines to the rear of the engine compartment are intact and devoid of fire damage (Photographs 36 through 43).

The fuel lines enter the engine compartment along the right side, turn upward, and then traverse the top of the engine. A portion of the fuel supply line along the top of the engine is steel. However, the section of fuel line connecting the steel line to the fuel rail was consumed by the fire. The fuel return line extending from the fuel evaporative system and emission controls were also consumed by the fire. The metal fuel lines and fuel rail display no evidence of a failure, and they are eliminated as contributing to the fire. The aluminum air conditioner lines present are completely melted away at the front, while less melting is noted at the rear of the engine (Photographs 44 through 49).

An exemplar vehicle containing a comparable engine was studied on-site. That study revealed many of the fuel lines and associated connections were comprised of a plastic material (Photographs 50-54).

Analysis of the Origin & Cause

Survey of the exterior and interior of the vehicle reveals the fire originated within the engine compartment, near the top of the engine. The witness statements by Ms [redacted] describe a "loss of power" with normal dashboard gauge readings. This likely indicates a failure of the fuel system which would have sprayed atomized gasoline into the engine compartment. The majority of the fuel lines within the engine compartment were consumed during the fire, thus eliminating the possibility of a study of those lines and associated connections. Due to the consumption of the fuel lines and extent of fire damage to the engine compartment, the exact ignition source could not be determined to an acceptable level of certainty.

Summary of Conclusions

In summary, based on what is known at this time, I am of the opinion that:

- The origin of the fire is within the engine compartment, near the top of the engine. This is based on the following facts:

  1. Fire patterns on the exterior and interior of the vehicle.

  2. Witness statements by Ms. [redacted]

- The ignition source for the fire was not determined to an acceptable level of certainty. This is based on the following facts:

  1. Extent of fire damage to the engine compartment.

  2. Consumption of the fuel lines in the engine compartment.

- The classification of the cause of the fire is ***Undetermined,*** as defined by the attachment to this report. This is based on the following facts:

  1. Foul play is not evident.

2. The origin of the fire is defined.

3. The ignition source was not identified.

We appreciate your confidence in our professional services.

Sincerely,

DONAN ENGINEERING CO., INC.

John M. Hill, II
NAFI – CFEI, CVFI, CFII
IAAI – FIT
Senior Fire & Explosion Investigator

Attachment

As classified by the National Fire Protection Association, 921, *Guide for Fire and Explosion Investigations, 2008 Edition*, the causes of fires are classified as accidental, natural, incendiary, or undetermined. These definitions are incorporated into this report regarding the cause of the fire being studied.

ACCIDENTAL: "Accidental fires involve all those for which the proven cause does not involve an intentional human act to ignite or spread fire into an area where the fire should not be."

NATURAL: "Natural fire causes involve fires caused without direct human intervention or action, such as fires resulting from lightning, earthquake, and wind."

INCENDIARY: "The incendiary fire is one intentionally ignited under circumstances in which the person knows that the fire should not be ignited."

UNDETERMINED: "Whenever the cause cannot be proven to an acceptable level of certainty, the proper classification is undetermined."

Invoice

Donan Engineering Co., Inc.
11321 Plantside Drive
Louisville, KY 40299
(800) 814-7503
TIN 31-1160377

October 01, 2010
Invoice No: 20-10090678-0 - 88409

[redacted]
College Park, GA [redacted]

Project 20-10090678-0 [redacted]
Unit Number: 43247831

Professional Services

		Hours	Rate	Amount	
REPORT					
Hill, John	9/30/2010	3.50	125.00	437.50	
SITE STUDY					
Hill, John	9/21/2010	3.00	125.00	375.00	
Totals		6.50		812.50	
Total Labor					**812.50**
Expenses					
Mileage				39.65	
Project Expenses & Photographs				219.00	
Total Expenses				**258.65**	**258.65**
			Total this Invoice		**$1,071.15**

Due upon receipt. Please include invoice number with payment. We accept payment by credit card.

ACCIDENT/INCIDENT REPORT

[redacted]

DATE OF ACCIDENT: 6/20/10 | WEATHER CONDITIONS: Clear

DATE OF REPORT: 6/20/10 | TYPE OF INCIDENT:

LOCATION OF ACCIDENT: Hwy 85 at 51 mile marker, Newman, Ga

CITY: Newman, GA | STATE:

OWNER: [redacted] CITY: Tomball | STATE: TX

[redacted]

VEHICLE YEAR/MAKE: 2010 Ford Focus | LICENSE PLATE NO. | STATE

DAMAGE AREAS: 1 | OK plus

REPORTED TO: N/A

[redacted] Tomball, TX

TX

OPERATOR: [redacted]

Mass Mutual Financial 281-22-5052

201 Lake Woodlands Tx 77380

OWNER ADDRESS: [redacted]

PERSONAL / BUSINESS

CREDIT CARD COVERAGE: YES / NO

OPERATING / MAINTENANCE COMPANY: Safe Co

ADDRESS:

Car began to Flame (Totaled)

TOW CO. PHONE NO.

FINDER OF CLAIM NUMBER

OTHER PARTY INFORMATION

NAME OF OWNER | ADDRESS | CITY/STATE/ZIP CODE | AREA CODE-TELEPHONE NO.

OTHER TOW NAME (IF KNOWN) | ADDRESS | CITY/STATE/ZIP CODE | AREA CODE-TELEPHONE NO.

CONTRACT OR LICENSE NO. | INSURANCE CO. NAME & ADDRESS | POLICY NO.

VEHICLE MAKE & MODEL | DESCRIPTION OF PROPERTY DAMAGE | WAS CAR DRIVABLE? YES / NO | LICENSE PLATE NO. | STATE

INJURED PERSONS

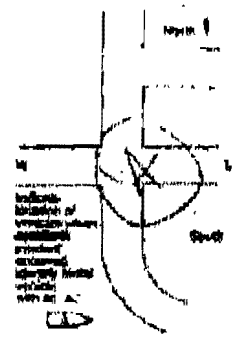
NAME	ADDRESS (STREET, CITY, STATE, ZIP CODE)	PHONE	NATURE OF INJURY	AGE	[illegible]
			smoke	49	✓
			inhalation	16	✓
			burns	14	✓
			lightness	14	✓

WITNESSES

NAME	STREET, CITY, STATE, ZIP CODE	AREA CODE & TELEPHONE NO.

DESCRIPTION OF ACCIDENT

PLEASE COMPLETE OR ATTACH SEPARATE DIAGRAM



DESCRIBE HOW THE INCIDENT HAPPENED, INCLUDING DIRECTION OF TRAVEL, ALL TRAFFIC CONDITIONS

No Accident Car lost power on freeway and burst into Flames

WAS TICKET ISSUED? NO REASON

☐ OTHER OPERATOR

☐ OWNER OPERATOR

SIGNATURE OF OPERATOR: [illegible]

RECOMMENDED REPORT

[illegible] all of our luggage and [illegible] smoked water damaged

ATTACH ADDITIONAL DRIVER FORM IF APPLICABLE

FOR INTERNAL USE ONLY | VALID CA. AGREEMENT NO.

NOTE: IF ADDITIONAL SPACE IS REQUIRED TO COMPLETE THIS REPORT USE SEPARATE SHEET OF PAPER AND ATTACH

See attached

INTERCHANGE COPY

08/22/2010 02:46 FAX 9734964468 WARRANTY DEPT 004/006

[redacted]

ADDENDUM TO RENTAL AGREEMENT

In connection with my [illegible] Rental Application [illegible] Additional Driver's Application to Avis Rent a Car System [illegible], I certify that,

- I have a currently valid drivers license, not suspended, revoked, expired, cancelled, surrendered or improperly altered
- I have not had 1 or more convictions for moving violations within the past 24 months (including seat belt violations).
- I have not been convicted of DWI/DUI/DWAI within the past 36 months.
- I have not been convicted of leaving the scene of an accident (hit and run) or failure to report an accident within the past 36 months.
- I have never been convicted of obtaining a vehicle unlawfully, possessing a stolen vehicle, or using a vehicle in a crime or in connection with an unlawful act
- I have not been convicted of reckless driving within the past 36 months
- I have not had 1 or more accidents within 36 months.

I understand that Avis regards the facts to which I am certifying as material in its decision to rent or permit me to drive its vehicle and is relying upon the accuracy and truthfulness of this certification. I further understand and agree that if I provide false or misleading information, my use of the vehicle is prohibited and unauthorized. This may result in any and all coverage otherwise provided by the Rental Agreement being void and my being fully responsible for all loss or damage, including liability to third parties.

I authorize Avis, in the event of an accident involving an Avis vehicle, to verify my driving record with any appropriate authority, either now or in the future, and I authorize any government motor vehicle department to release my records at the request of Avis or its designee.

I understand that the only ones permitted to drive the vehicle other than the renter are the renter's spouse, the renter's co-employee, (with the renter's permission, while on company business), or a person who appears at the time of the rental and signs an Additional Driver Form. These other drivers must also be at least 18 years old and validly licensed.

PERMITTING AN UNAUTHORIZED DRIVER TO OPERATE THE VEHICLE IS A VIOLATION OF THE RENTAL AGREEMENT. THIS MAY RESULT IN ANY AND ALL COVERAGE OTHERWISE PROVIDED BY THE RENTAL AGREEMENT BEING VOID AND MY BEING FULLY RESPONSIBLE FOR ALL LOSS OR DAMAGE INCLUDING LIABILITY TO THIRD PARTIES.

I understand that this document becomes an addendum to the Rental Agreement stated below.

Number: [redacted]

Additional Driver: _____

Date: 10/03/10 _____

(FOR OFFICE USE ONLY)

Additional Driver's License State & Number: _____

Rental Agreement Number: 302215260 _____

06/22/2010 02:47 FAX 9734964468 WARRANTY DEPT 005/006

PE13-003 000055LCPV

[redacted]

[illegible] 1936-9 CUBS PARKWAY MONTEREY PARK [illegible] 91010

[illegible] DOCUMENT [illegible] F-[illegible] 0007 WANTED [illegible] AT: [illegible] PHONE: [illegible]
[illegible] ONE 4 [illegible] IN: [illegible] AT: [illegible] RATE CODE: [illegible]

[illegible] ********OPTIONAL SERVICES********
[illegible] PUBL [illegible]
[illegible] CDW. 26.95/DAY DECLINED
PAI: 4.00/DAY DECLINED
SEP: 2.95/DAY DECLINED
ALI: 17.95/DAY DECLINED

[illegible] VISA [illegible]
DRIVERS LICE [illegible]
[illegible]
ESTIMATED RENTAL CHARGES $ 274.84

COMP BY INITIALS I ACCEPT OR DECLINE OPTIONAL COVERAGES AS SHOWN ABOVE. X_____

[illegible] MILE [illegible]
[illegible] DAY

HOURLY: 8.00
DAILY: 14.00
WEEKLY 169.00
MONTHLY:
MILEAGE CHG. UNLIMITED
[illegible] SERVICE: [illegible]/MI
[illegible]
$ 0.47/DAY ENERGY RECOVERY FEE
$ 1.19/DY VEH LIC FEE
TAX: [illegible]

HUNTER RACHELLE

---HOTICES--- ---AVIS--- ---NOTICIAS---

CUSTOMERS ARE NOT REQUIRED TO PURCHASE LOSS DAMAGE WAIVER (LDW). IT IS NOT MANDATORY. BEFORE PURCHASING LDW, RENTER SHOULD CHECK IF OWN INSURANCE COVERS DAMAGE TO AND LOSS OF THE CAR, THE LIMIT OF COVERAGE AND DEDUCTIBLE. IF THE LENDER DECLINES LDW, RENTER MAY BE LIABLE FOR UP TO THE RETAIL RCA MARKET VALUE (FAIR MARKET VALUE) OF THE CAR, REGARDLESS OF FAULT. VALUES OF DIMINT MERITOCRACY IS DETERMINED BY CAR. REFERS ARE AT RATE OUT. READ LDW TERMS ON THE RENTAL DOCUMENT JACKET FOR TERMS AND CONDITIONS, INCLUDING EXCLUSIONS FROM LDW.

FUEL SERVICE ADDED IF CAR IS PURCHASED WITH LESS FUEL THAN WHEN RENTED. AT $1.49/GAL $13.34 FUEL FEE ADDED. TO REMOVE SHOW RECEIPT X_____

REFUELING CHARGE TO I CARSCOM DAY FUEL MILEAGE.

---AVIS--- ---NOTICES---

IF I RETURN THE CAR PRIOR TO THE DUE DATE AND TIME SET FORTH ABOVE, I MAY BE CHARGED A HIGHER RATE.

NO ADDITIONAL OPERATORS ARE AUTHORIZED OR PERMITTED WITHOUT AVIS' PRIOR WRITTEN APPROVAL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT OR APPLICABLE STATE LAW.

YOU MAY BILL AND CHARGE, PARKING/TRAFFIC TICKETS INCLUDED, TO THE CARD I USE FOR PAYMENT, WITHOUT ADDITIONAL SIGNATURE OR ON A VOUCHER

BY MY SIGNATURE, I ACKNOWLEDGE RECEIPT OF ALL NOTICES WHICH APPEAR ON THIS RENTAL DOCUMENT. I AGREE TO THE TERMS AND CONDITIONS INCLUDING WHO MAY DRIVE THE CAR, WHICH IS STATED ON THE RENTAL DOCUMENT JACKET PROVIDED.

[redacted] CHRO [illegible]
RENTAL AGENT:[illegible]
[illegible]/[illegible]/[illegible] RENTAL [illegible]

Fleet Request for Consumer Affairs Investigation

Date:_____ 6/21/2010

Supporting documents included in fax? NO YES (# Pages_____)

FORD MOTOR COMPANY
RECEIVED
CLAIMS
JUN 22 2010
OFFICE OF THE
GENERAL COUNSEL

FLEET INFO

Fleet Nam[redacted] Manager

Address:_____

VEHICLE INFORMATION

VIN:_____ **1FAHP3FN8AW**[redacted] Miles-last known 10,489

Vehicle Type:_____ Ford Focus Year-2010

VEHICLE LOCATION

Name of Business or Dealer:_____ [redacted]

Contact:__ [redacted] **Title-Damage manager**

Dealership Involved:__ [redacted]

Address:__ [redacted] Atlanta Ga [redacted]

_____

PRODUCT LIABILITY TYPE

Accident **OR** Fire **(circle one)** Date of Incident

Injury? NO YES Describe: _____ June 20th _____

Description of Concern: unit stalled and then caught fire

_____

** Do not request investigation if repairs have been completed.

NAFS CONTACT (If applicable)

Name:_____ CDS ID:_____

Phone:_____ Fax:_____

ATTORNEY INFORMATION (If applicable)

Attorney Involved? YES NO

If yes, Attorney's Name:_____ Phone #:_____

ADDITIONAL COMMENTS/INSTRUCTIONS:_____

_____

_____

E-Mail to: Alma Taylor - ataylo29@ford.com

If Available Include Pictures, Estimate and Accident Report

[redacted]

CT Corporation

Service of Process Transmittal

05/03/2012
CT Log Number 520450567

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

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], etc., Pltf. vs. Ford Motor Company, etc., et al., Dfts.
DOCUMENT(S) SERVED:	Summons, Complaint, Notice(s), ADR Information
COURT/AGENCY:	San Diego County - Superior Court - San Diego, CA Case # 37201200096142CUBCCTL
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Failure to repair various defects on a 2010 Ford F150, VIN #: 1FTEWIC81AF[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 05/03/2012 at 14:35
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service - File written response, Appearance
ATTORNEY(S) / SENDER(S):	Michael E. Lindsey Attorney at Law 4455 Morena Blvd. Ste. 207 San Diego, CA 92117-4325 858-270-7000
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 798359286867 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	C T Corporation System
PER:	Nancy Flores
ADDRESS:	818 West Seventh Street Los Angeles, CA 90017
TELEPHONE:	213-337-4615

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

5/3 02:358

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

FORD MOTOR COMPANY, a business entity form unknown, and DOES 1-30, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JENNIFER AYON, an individual

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), 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*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

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

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), 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), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is
(El nombre y dirección de la corte es): San Diego Superior Court
330 W. Broadway
San Diego CA 92101

CASE NUMBER
(Número del Caso):
37-2012-00096142-CU-BC-CTL

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 E. Lindsey, Attorney at Law, 4455 Morena Blvd., Ste. 207, San Diego CA 92117-4325, 858/270-700

DATE *(Fecha)* APR 26 2012 Clerk, by *(Secretario)* **R. Willis** Deputy *(Adjunto)*

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

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. [ ] as an individual defendant.
2. [ ] as the person sued under the fictitious name of *(specify)*
3. [✓] on behalf of *(specify)* FORD MOTOR COMPANY, A BUSINESS ENTITY FORM UNKNOWN
   under: [✓] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
   [ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
   [ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
   [ ] other *(specify)*
4. [ ] by personal delivery on *(date)*

PE13-003 000060LCPV

Michael E. Lindsey
Attorney at Law
State Bar No. 99044
4455 Morena Blvd., Ste. 207
San Diego, California 92117-4325
(858) 270-7000

Attorney for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JENNIFER AYON, an individual, Plaintiff, v. FORD MOTOR COMPANY, a business entity form unknown, and DOES 1-30, inclusive. Defendant(s).	Case No. **37-2012-00096142-CU-BC-CTL** **COMPLAINT FOR VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT; BREACH OF MAGNUSON-MOSS WARRANTY ACT; BREACH OF EXPRESS WARRANTY** **JURY TRIAL DEMANDED**

Plaintiff alleges as follows:

PARTIES

1. Unless otherwise noted, every PLAINTIFF named in this Complaint is an individual.

2. Unless otherwise noted, every Defendant named in this Complaint is a corporation, or business entity form unknown.

3. PLAINTIFF is ignorant of the true names and capacities of the Defendants sued herein under the fictitious names DOES 1 to 30. They are sued herein pursuant to C.C.P. § 474. When PLAINTIFF becomes aware of the true names and capacities of the Defendants sued as DOES 1 to 10, Plaintiff will amend this Complaint to state their true names and capacities

4. Each Defendant sued herein was the principal, agent, or employee of the other, and was

PE13-003 000061LCPV

acting within the scope of such agency or employment. Each Defendant sued herein was the co-conspirator of the other and was acting within the course and scope of a conspiracy formed amongst each of them. Each Defendant sued herein aided and abetted the other with the intent that each would be successful in their mutual endeavors. Each Defendant sued herein received money or property as a result of the conduct described herein without consideration therefore and/or with knowledge that the money or property was obtained as a result of the fraud, breach of fiduciary duty, or other wrongful conduct described herein. Each entity Defendant sued herein is a shell organization, and is actually the alter ego of the other Defendants sued herein.

DEFINITIONS

5. As used in this Complaint, the following words, when used in CAPITAL LETTERS, shall have the following meanings:

"PLAINTIFF," whether used in the singular or plural, shall mean all named Plaintiffs in the caption of this Complaint.

"MANUFACTURER," shall mean Defendants FORD MOTOR COMPANY and DOES 1 to 20.

"DEALER," shall mean EL CAJON FORD.

"CONSUMER GOOD," shall mean a 2010 FORD F150, VIN # 1FTEWIC81AFA79317. The CONSUMER GOOD in this case is a motor vehicle.

"DATE OF PURCHASE," shall mean May 1, 2010

"PURCHASE PRICE," shall mean $60,425.04.

"WARRANTY PERIOD," shall mean 3-years from the DATE OF PURCHASE or 36,000 miles, whichever comes first.

"DEFECTS," shall mean the following: defects causing stalling, electrical failure, instrument failure.

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PE13-003 000062LCPV

FIRST CAUSE OF ACTION
BY PLAINTIFF AGAINST MANUFACTURER
VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT - FAILURE TO REPAIR DEFECT(S) WITHIN REASONABLE NUMBER OF ATTEMPTS (CIVIL CODE § 1793.2(d))

6. On or about the DATE OF PURCHASE, PLAINTIFF purchased or leased a CONSUMER GOOD which was manufactured or distributed by Defendant MANUFACTURER for the PURCHASE PRICE. The CONSUMER GOOD purchased by PLAINTIFF is a product which is purchased primarily for personal, family, or household purposes. PLAINTIFF purchased the CONSUMER GOOD from a person engaged in the business of manufacturing, distributing, or selling consumer goods at retail. Concurrent with the purchase, PLAINTIFF received an express written warranty from MANUFACTURER which undertook to preserve or maintain the utility or performance of the CONSUMER GOOD or provide compensation if there is a failure in utility or performance during the WARRANTY PERIOD.

7. Thereafter, and during the WARRANTY PERIOD, the CONSUMER GOOD developed the DEFECTS specified above.

8. Defendant MANUFACTURER and its representative in this state, DEALER, have been unable to service or repair the new CONSUMER GOOD to conform to the applicable express warranties after a reasonable number of attempts. Despite this fact, Defendant failed to promptly replace the CONSUMER GOOD or make restitution to PLAINTIFF as required by Civil Code § 1793.2(d) and Civil Code § 1793.1(a)(2).

9. PLAINTIFF has been damaged by Defendant's failure to comply with Civil Code § 1793.2(d), and therefore brings this Cause of Action pursuant to Civil Code § 1794.

10. Defendant's failure to comply with the obligations imposed by Civil Code § 1793.2(d) was willful, in that Defendant was aware that they were unable to service or repair the new CONSUMER GOOD to conform to the applicable express warranties after a reasonable number of repair attempts, yet Defendant failed and refused to promptly replace the CONSUMER GOOD or make restitution despite PLAINTIFF's demand. MANUFACTURER has an established policy and practice of creating roadblocks to

PE13-003 000063LCPV

thwart a customer's ability to exercise his or her rights under the Lemon Laws. Accordingly, PLAINTIFF is entitled to a civil penalty of two times PLAINTIFF's actual damages pursuant to Civil Code § 1794(c).

11. Defendant does not maintain a qualified third-party dispute resolution process which substantially complies with Civil Code § 1793.22. Prior to filing this suit, PLAINTIFF requested that Defendant comply with Civil Code § 1793.2(d). Despite defendant's violation of Civil Code § 1793.2(d) and notice of that failure, Defendant failed to comply within a reasonable time. Accordingly, PLAINTIFF is entitled to a civil penalty of two times PLAINTIFF's actual damages pursuant to Civil Code § 1794(c).

12. PLAINTIFF seeks civil penalties pursuant to § 1794(c) and (e) in the alternative and does not seek to cumulate civil penalties, as provided in Civil Code § 1794(f).

SECOND CAUSE OF ACTION
BY PLAINTIFF AGAINST MANUFACTURER
VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT - FAILURE TO REPAIR DEFECT(S) WITHIN 30 DAYS (CIVIL CODE § 1793.2(b))

13. On or about the DATE OF PURCHASE, PLAINTIFF purchased or leased a CONSUMER GOOD which was manufactured or distributed by Defendants for the PURCHASE PRICE. The CONSUMER GOOD purchased by PLAINTIFF is a product which is purchased primarily for personal, family, or household purposes. PLAINTIFF purchased the CONSUMER GOOD from a person engaged in the business of manufacturing, distributing, or selling consumer goods at retail. Concurrent with the purchase, PLAINTIFF received an express written warranty from Defendant which undertook to preserve or maintain the utility or performance of the CONSUMER GOOD or provide compensation if there is a failure in utility or performance during the WARRANTY PERIOD.

14. Thereafter, and during the WARRANTY PERIOD, the CONSUMER GOOD developed the DEFECTS specified above.

15. Although PLAINTIFF delivered the CONSUMER GOOD to Defendant, or an authorized representative in this state, Defendant failed to service or repair the CONSUMER GOOD

PE13-003 000064LCPV

so as to conform to the applicable warranties within 30 days, in violation of Civil Code § 1793.2(b). PLAINTIFF did not extend the time for completion of repairs beyond the 30-day requirement.

16. PLAINTIFF has been damaged by Defendant's failure to comply with their obligations pursuant to Civil Code § 1793.2(b), and therefore brings this Cause of Action pursuant to Civil Code § 1794.

17. Pursuant to Civil Code § 1794(b), PLAINTIFF's measure of damages on a cause of action for breach of § 1793.2(b) "shall include the rights of replacement or reimbursement as set forth in subdivision (d) of Section 1793.2, and [others specified therein]."

18. Defendant's failure to comply with Civil Code § 1793.2(b) was willful, in that MANUFACTURER was aware that they were obligated to service or repair the CONSUMER GOOD to conform to the applicable express warranties within 30 days, yet Defendant failed to do so. MANUFACTURER has an established policy and practice of creating roadblocks to thwart a customer's ability to exercise his or her rights under the Lemon Laws. Accordingly, PLAINTIFF is entitled to a civil penalty of two times PLAINTIFF's actual damages pursuant to Civil Code § 1794(e).

THIRD CAUSE OF ACTION
BY PLAINTIFF AGAINST MANUFACTURER
VIOLATION OF MAGNUSON-MOSS WARRANTY ACT

19. On or about the DATE OF PURCHASE, PLAINTIFF purchased or leased a CONSUMER GOOD which was manufactured or distributed by Defendant for the PURCHASE PRICE. The CONSUMER GOOD purchased by PLAINTIFF is a product which is purchased primarily for personal, family, or household purposes. PLAINTIFF purchased the CONSUMER GOOD from a person engaged in the business of manufacturing, distributing, or selling consumer goods at retail. Concurrent with the purchase, PLAINTIFF received an express written warranty which undertook to preserve or maintain the utility or performance of the CONSUMER GOOD or provide compensation if there is a failure in utility or performance during the WARRANTY PERIOD.

PE13-003 000065LCPV

20. Thereafter, and during the WARRANTY PERIOD, the CONSUMER GOOD developed the DEFECTS specified above.

21. Although PLAINTIFF has provided Defendant with a reasonable number of attempts to repair the CONSUMER GOOD, the CONSUMER GOOD contains a defect or malfunction. Yet, Defendant failed to permit PLAINTIFF to elect a refund for, or replacement without charge, of the CONSUMER GOOD, in violation of 15 U.S.C. § 2310 (a)(4) and 15 U.S.C.A. § 2310 (c)(2).

22. Defendant does not maintain an informal dispute mechanism which complies with the requirements of 15 U.S.C. § 2310(a) and the rules and regulations adopted pursuant thereto by the Federal Trade Commission.

FOURTH CAUSE OF ACTION
BREACH OF EXPRESS AND IMPLIED WARRANTY CIVIL CODE § 1790, ET SEQ., THE SONG BEVERLY CONSUMER WARRANTY ACT MANUFACTURER

23. The vehicle is "consumer goods" within the meaning of Civil Code § 1791(a). Defendant FORD MOTOR COMPANY is a "retail seller" within the meaning of Civil Code § 1791 (l). PLAINTIFF is a "buyer" within the meaning of Civil Code § 1791(b).

24. The representations made by FORD MOTOR COMPANY and their agents, that the Vehicle was merchantable, that it was subject to an express warranty, that it had been thoroughly inspected, and was subject to the representations made by FORD MOTOR COMPANY as previously set forth above, were affirmations of fact or promises which became part of the basis of the bargain. In connection with the purchase, Plaintiff received an express written warranty in which Defendant undertook to preserve or maintain the utility or performance of the subject vehicle or to provide compensation if there is a failure in utility or performance for a specified period of time. The warranty provided, in relevant part, that in the event a defect developed with the vehicle during the warranty period, Plaintiff could deliver the vehicle for repair services to Defendant's representative and the vehicle would be repaired.

25. The representations by FORD MOTOR COMPANY were not true. During the warranty

PE13-003 000066LCPV

period, the vehicle contained or developed defects. FORD MOTOR COMPANY breached the express warranty to PLAINTIFF.

26. Pursuant to Civil Code §§ 1792 and 1791.1, the purchase of the vehicle was accompanied by Defendant's implied warranty of merchantability. The duration of the implied warranty is coextensive in duration with the duration of the express written warranty provided by Defendant.

27. The implied warranty of merchantability means and includes that the vehicle will comply with each of the following requirements: (1) The vehicle will pass without objection in the trade under the contract description; (2) The vehicle is fit for the ordinary purposes for which such goods are used; (3) The vehicle is adequately contained, packaged, and labeled; and (4) The vehicle will conform to the promises or affirmations of fact made on the container or label.

28. During the time period in which the implied warranty was in effect, the vehicle contained or developed the defects stated in paragraph 5, above. The existence of each of these defects constitutes a breach of the implied warranty because the vehicle (1) does not pass without objection in the trade under the contract description, (2) is not fit for the ordinary purposes for which such goods are used, (3) is not adequately contained, packaged, and labeled, and (4) does not conform to the promises or affirmations of fact made on the container or label.

29. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the vehicle, and has exercised a right to cancel the sale. By serving this Complaint, Plaintiff does so again. Accordingly, Plaintiff seeks the remedies provided in California Civil Code section 1794(b)(1), including the entire purchase price. In addition, Plaintiff seeks the remedies set forth in California Civil Code section 1794(b)(2), including the diminution in value of the vehicle resulting from its defects. Plaintiff believes that, at the present time, the vehicle's value is de minimis.

30. Plaintiff has been damaged by Defendant's failure to comply with its obligations under the implied warranty, and therefore brings this claim pursuant to U.S.C. § 2310(d) and

PE13-003 000067LCPV

Civil Code § 1794.

31. Defendant does not maintain an informal dispute resolution process for the purpose of resolving claims for breach of the implied warranty of merchantability, and does not maintain an informal dispute resolution process for resolving express warranty claims that complies with the requirements of 15 U.S.C. § 2310(a) and the rules and regulations adopted pursuant thereto by the Federal Trade Commission.

Wherefore, PLAINTIFF prays for judgement as hereinafter set forth.

PRAYER

PLAINTIFF PRAYS for judgment against Defendant as follows:

1. For PLAINTIFF'S damages in the amount of $60,425.04.
2. For a civil penalty in the amount of two times PLAINTIFF'S total damages pursuant to Civil Code § 1794(c) and (e).
3. For any consequential and incidental damages.
4. For costs of the suit and PLAINTIFF'S reasonable attorneys fees pursuant to Civil Code § 1794(d) and 15 U.S.C. § 2310(d).
5. For an order enjoining Defendant from engaging in any unfair or deceptive act or practice pursuant to the Consumer Legal Remedies Act, or any act or practice constituting unfair competition under Business & Professions Code § 17200 and/or a violation of Business & Professions Code § 17531, and requiring Defendant to take any acts needed to prevent future deception based upon Defendant's prior misconduct.
6. For prejudgment interest at the legal rate.
7. And for such other relief as the Court may deem proper.

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial on all causes of action asserted herein.

April 24, 2012

By: _____
MICHAEL E. LINDSEY
Attorney for PLAINTIFF

PE13-003 000068LCPV

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central TELEPHONE NUMBER: (619) 450-7071	
PLAINTIFF(S) / PETITIONER(S): Jennifer Ayon	
DEFENDANT(S) / RESPONDENT(S): Ford Motor Company	
AYON VS. FORD MOTOR COMPANY	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2012-00096142-CU-BC-CTL

Judge: Ronald S. Prager Department: C-71

COMPLAINT/PETITION FILED: 04/25/2012

ALL CASES MUST COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW, EXCEPT FOR PARKING CITATION APPEALS

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants, and a Certificate of Service (SDSC form #CIV-345) filed within 60 days of filing.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service. (SDSC Local Rule 2.1.7)

CASE MANAGEMENT CONFERENCE: A Case Management Conference will be set within 150 days of filing the complaint.

ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION. IF THE CASE IS ORDERED TO ARBITRATION PURSUANT TO CODE CIV. PROC. 1411.11, THE COSTS OF ARBITRATION WILL BE PAID BY THE COURT PURSUANT TO CODE CIV. PROC. 1141.28.

FOR MORE INFORMATION, SEE THE ATTACHED ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730)

Superior Court of California
County of San Diego

NOTICE OF ASSIGNMENT TO IMAGING DEPARTMENT

This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website. This Program will be expanding to other civil courtrooms over time.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 90 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

All parties are ordered to place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

Please refer to the General Order - Imaging located on the San Diego Superior Court website at:

http://www.sdcourt.ca.gov/pls/portal/docs/page/sdcourt/civil2/civilimaging/012512_generalorder.pdf

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2012-00096142-CU-BC-CTL CASE TITLE: Ayon vs. Ford Motor Company

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:
(1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
(2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), *and*
(3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages
- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages
- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at http://www.sdcourt.ca.gov/adr.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge $150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at *www.courtinfo.ca.gov/selfhelp/lowcost*.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	FOR COURT USE ONLY
STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	
PLAINTIFF(S): Jennifer Ayon	
DEFENDANT(S): Ford Motor Company	
SHORT TITLE: AYON VS. FORD MOTOR COMPANY	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2012-00096142-CU-BC-CTL

Judge: Ronald S. Prager Department: C-71

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- ☐ Mediation (court-connected)
- ☐ Mediation (private)
- ☐ Voluntary settlement conference (private)
- ☐ Neutral evaluation (private)
- ☐ Non-binding private arbitration
- ☐ Binding private arbitration
- ☐ Non-binding judicial arbitration (discovery until 15 days before trial)
- ☐ Non-binding judicial arbitration (discovery until 30 days before trial)
- ☐ Other (*specify e.g., private mini-trial, private judge, etc.*): _____

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: *(Name)* _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____ Date: _____

Name of Plaintiff Name of Defendant

Signature Signature

Name of Plaintiff's Attorney Name of Defendant's Attorney

Signature Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 04/26/2012 JUDGE OF THE SUPERIOR COURT

CUSTOMER LIST

CUSTOMER NAME/PHONE NUMBER	ADDRESS	STATUS
[redacted]	[redacted] EL CAJON CA [redacted]	No Open Issues

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Customer Info

Customer:	[redacted]	**Primary Phone**	[redacted]
Address:	[redacted]	EL CAJON	CA [redacted]
Country:	USA	**Language:**	EN
Cell Phone:		**Pager:**	
Preferred Contact method:		**Fax:**	
Preferred Contact Time:		**Email:**	

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Vehicle List

VIN	Year	Model	Sales Type	Owner Status	Vehicle Info
1FTEW1C81AF[redacted]	2010	F-SERIES	RETAIL SALE TO PRIVATE INDIVIDUAL	Original Owner	Oasis
	No Open Issues				Warranty History

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ESP / Recall Information

VIN: 1FTEW1C81AF[redacted]

No ESP Information for this VIN

----------Recall Information----------
----------Field Service Action----------

Number	Type	Description	Status	Status Date	Dealer Code
11S15	SAFETY RECALL	DOOR HANDLE REINFORCEMENT	CLOSE - INSPECT REPA	2012-02-04	05458

VEHICLE DETAIL

VIN:	1FTEW1C81AF[redacted]	**Engine:**	4.6L 3V V8
Make:	FORD	**Transmission:**	6 SPD AUTO TRANS (6R80) A
Model:	F-SERIES	**Paint Code/Color:**	STERLING GRAY METALLIC
Year:	2010	**Calibration:**	AF614C0A
Pay Load:		**Max Towing Weight:**	
GVWR:	06900	**Axle Ratio:**	
WheelBase:	145	**Warranty Start Date:**	5/1/2010
GCWR:		**Vehicle Build Date:**	10/16/2009
PEP Code:	507A		

Selling Dealers Name: MOSSY FORD
Selling Dealers P & A Code: 05428 **Selling Dealers Sales Code:** F71083
Selling Dealers Main Phone: 858-273-7500 **Selling Dealers Service Phone:** 858-273-7519

Vehicle Order Image

```
1 2 3 4 5 6 7 8 9 10  1 2 3 4 5 6 7 8 9 20  1 2 3 4 5 6 7 8 9 30  1 2 3 4 5 6 7 8 9 40  1 2 3 4 5 6 7 8 9 50
W 1 C A F [redacted]  [redacted]  X  2  0 8 K 1 1 9 9  5 H  E  2  6 1 9  7 3

1 2 3 4 5 6 7 8 9 60  1 2 3 4 5 6 7 8 9 70  1 2 3 4 5 6 7 8 9 80  1 2 3 4 5 6 7 8 9 90  1 2 3 4 5 6 7 8 9 100
A N  F  2 5  F 2  3 7  1 B 0 8 2  5 4 V  U J  A  M E  K 4  8 1

1 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120 1 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150
F T E 1  0  C  5 0 7 A  9  8 6 C A

1 2 3 4 5 6 7 8 9 160
```

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ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
5/1/2012	[redacted]	1FTEW1C81AF[redacted]	2010 F-SERIES	04
CLOSED	CLP - IN - FINANCIAL ASSISTANCE - AT RISK	1409350752		
3/28/2012	[redacted]	1FTEW1C81AF[redacted]	2010 F-SERIES	09
CLOSED	CLP - IN - BUYBACK STATE LL	1409350752		
3/15/2012	[redacted]	1FTEW1C81AF[redacted]	2010 F-SERIES	01
CLOSED	MISC INQUIRY - FORD MOTOR COMPANY FEEDBACK	1409350752		

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All Action Details for Issue

Print

VIN: 1FTEW1C81AF[redacted]7 **Year:** 2010 **Model:** F-SERIES **Case:** 1409350752
Name: MRS[redacted] **Owner Status:** Original **WSD:** 2010-05-01
Symptom Desc: STALLS/QUITS CRUISE **Primary Phone:** [redacted]
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 05/01/2012

Action: TIER II ESCALATION - CPMR - LOANER RENTAL
Dealer: 05458 EL CAJON FORD **Origin Desc:** US CONCERN CASE BASE
Odometer: 38000 MI **Comm Type:** PHONE
Analyst Name: PACQUETTE , PATRICIA **Analyst:** PPACQUET
Action Date: 04/24/2012 **Action Time:** 19.03.33.519 **Action Data:** Yes

Comments CUSTOMER SAID: -VEH HAS BEEN TO THE DLR 8-9 TIMES -THE THROTTLE BODY HAS BEEN REPACED 3 TIMES -THE VEH COMPLETELY DIES AT ANY TIME -VEH IS AT THE DLRSHIP-DLR SAYS THEY CAN NOT DUPLICATE -DLR REFUSES TO PROVIDE HER WITH A RENTAL VEH STATING THAT THE DO NOT HAVE A RENTAL PROGRAM -CUST IS SEEKING RENTAL ASSISTANCE FROM FMCDEALER SAID: EL CAJON FORD 1595 E MAINEL CAJON CA 92021(619) 579-8888CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE***CCT INFO:-VEH IS AT THE DLR -CUST BEST DAYTIME PH: [redacted]***CRC ADV:-ALTERNATE TRANSPORTATION IS NOT COVERED UNDER WTY

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	00

Action: CREATE FOLLOW UP
Dealer: 05458 EL CAJON FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 38000 MI **Comm Type:** OUTBOUND CALL TO DEALER
Analyst Name: CLEARY , MARK **Analyst:** MCLEARY7
Action Date: 04/24/2012 **Action Time:** 19.13.50.375 **Action Data:** Yes

Comments OBC TO DEALER==L/M FOR S/M DON REQUESTING CALLBACK==SETTING F/U==AUTHORIZING $30/DAY RENTAL FOR 3 DAYS

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-27-2012
TIME OF FOLLOW UP (HH:MM):	19:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05458 EL CAJON FORD **Origin Desc:** DEALER
Odometer: 38000 MI **Comm Type:** VISIT
Analyst Name: TIM LYONS **Analyst:** T-LYONS6
Action Date: 04/27/2012 **Action Time:** 11.06.39.971 **Action Data:** No

Comments THE DEALER HAS PROVIDED A LOANER CAR WHILE IN FOR SERVICE

Action: CREATE FOLLOW UP

Dealer: 05458 EL CAJON FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 38000 MI

Comm Type: OUTBOUND EMAIL-OTHER

Analyst Name: CLEARY , MARK

Analyst: MCLEARY7

Action Date: 04/27/2012

Action Time: 12.06.42.900

Action Data: Yes

Comments OB EMAIL TO DEALER==DON,CAN YOU PLEASE LET ME KNOW THE STATUS OF THE REPAIR ON THIS VEHICLE?==SETTING F/U

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-30-2012
TIME OF FOLLOW UP (HH:MM):	19:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05458 EL CAJON FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 38000 MI

Comm Type: PHONE

Analyst Name: CLEARY , MARK

Analyst: MCLEARY7

Action Date: 04/27/2012

Action Time: 13.24.25.399

Action Data: No

Comments IBC FROM DEALER==SPOKE TO S/A TIM==S/A ADVISING DEALER IS PROVIDING LOANER==S/A ADVISING SO FAR, CONCERN NOT DUPLICATED, MAY USE VDR==F/U ALREADY SET

Action: CREATE FOLLOW UP

Dealer: 05458 EL CAJON FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 38000 MI

Comm Type: OUTBOUND CALL TO DEALER

Analyst Name: CLEARY , MARK

Analyst: MCLEARY7

Action Date: 04/30/2012

Action Time: 12.14.35.812

Action Data: Yes

Comments OBC TO DEALER==L/M FOR S/A TIM REQUESTING CALLBACK==SETTING F/U

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-01-2012
TIME OF FOLLOW UP (HH:MM):	19:00

Action: CONCERN ADDRESSED

Dealer: 05458 EL CAJON FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 38000 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: CLEARY , MARK

Analyst: MCLEARY7

Action Date: 05/01/2012

Action Time: 11.19.51.568

Action Data: Yes

Comments IB EMAIL FROM DEALER==THE CUSTOMER IS CURRENTLY IN A RENTAL VEHICLE AND IS TO BE PICKING UP THEIR VEHICLE TODAY. WE HAVE NOT BEEN ABLE TO DUPLICATE THE CONCERN.OBC TO CUST==SPOKE TO MRS AYON==CSM ADVISING DEALER UNABLE TO DUPLICATE CONCERN==CUST ADVISING THAT IS THE PROBLEM==CSM ADVISING CUST CAN GO TO ANOTHER DEALER==CUST ADVISING HAS ALREADY BEEN TO TWO DEALERS, CONCERN NEVER REPRODUCED==CUST ADVISING CSM SHOULD SPEAK TO ATTY==CSM ADVISING ONCE ATTY RETAINED, NO FURTHER ASSISTANCE AVAILABLE==NO FURTHER ACTION REQUIRED==CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	75
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	Y
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Action: CONCERN ADDRESSED

Dealer: 05458 EL CAJON FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 38000 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: CLEARY , MARK

Analyst: MCLEARY7

Action Date: 05/01/2012

Action Time: 11.32.51.870

Action Data: Yes

Comments IB EMAIL FROM DEALER==THE CUSTOMER IS CURRENTLY IN A RENTAL VEHICLE AND IS TO BE PICKING UP THEIR VEHICLE TODAY. WE HAVE NOT BEEN ABLE TO DUPLICATE THE CONCERN.OBC TO CUST==SPOKE TO MRS AYON==CSM ADVISING DEALER UNABLE TO DUPLICATE CONCERN==CUST ADVISING THAT IS THE PROBLEM==CSM ADVISING CUST CAN GO TO ANOTHER DEALER==CUST ADVISING HAS ALREADY BEEN TO TWO DEALERS, CONCERN NEVER REPRODUCED==CUST ADVISING CSM SHOULD SPEAK TO ATTY==CSM ADVISING ONCE ATTY RETAINED, NO FURTHER ASSISTANCE AVAILABLE==NO FURTHER ACTION REQUIRED==CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	75
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	Y
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

All Action Details for Issue

Print

VIN: 1FTEW1C81AF[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 1409350752
Name: MRS[redacted] **Owner Status:** Original **WSD:** 2010-05-01
Symptom Desc: STALL/QUITS DECELERATION ALL ENGINE TEMP **Primary Phone** [redacted]
Reason Desc: CLP - IN - BUYBACK STATE LL **Secondary Phone:** [redacted]
Issue Type: 09 BUYBACK STATE LL **Issue Status:** CLOSED

Action: TIER ONE OPEN ISSUE
Dealer: 05458 EL CAJON FORD **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 37000 MI **Comm Type:** PHONE
Analyst Name: BOLLINGER, DELEIGN **Analyst:** DBOLLIN6
Action Date: 03/15/2012 **Action Time:** 11.22.15.569 **Action Data:** No

Comments **********CUST SAYS: 1. THROTTLE BODY HAS BEEN REPLACED 4 TIMES AND CONTINUES TO STALL AT RANDOM==CUST FEELS THAT IT NEEDS TO BE ADDRESSED==CUST LOOKED ONLINE AND SAW THAT THERE WERE OTHER PEOPLE WITH THE SAME ISSUE==HAPPPENED TODAY==REFUSES TO TAKE THE VEH TO THE DLR BECAUSE SHE BELIEVES THAT IT WILL NEVER BE FIXED==CUST JUST WANTED TO SUBMIT NEGATIVE FEEDBACK TOWARD FORD SO THAT THEY KNOW ABOUT HER CONCERNS=**********DLR: EL CAJON FORD 1595 E MAIN;EL CAJON CA 92021;TEL: (619) 579-8888 **********CRC ADVISED: YOUR REQUEST WILL BE INVESTIGATED BY A SPECIALIST HERE AT THE CUSTOMER RELATIONSHIP CENTER TO SEE IF THE VEHICLE MEETS THE STATE OF CALIFORNIA'S LEMON LAW GUIDELINES FOR REPLACEMENT. IF YOUR VEHICLE DOES NOT QUALIFY, YOU WILL RECEIVE A CALL FROM A CUSTOMER SERVICE MANAGER WITHIN 10 BUSINESS DAYS TO ASSIST YOU WITH YOUR REPAIR NEEDS AND A LETTER FROM FORD STATING THAT YOUR VEHICLE DOES NOT QUALIFY. IF YOUR VEHICLE QUALIFIES FOR REPLACEMENT, YOU WILL RECEIVE AN OFFER LETTER IN APPROXIMATELY 15 BUSINESS DAYS FROM THE REACQUIRED VEHICLE PROGRAM HEADQUARTERS. THE LETTER WILL PROVIDE INSTRUCTIONS REGARDING DOCUMENTS AND INFORMATION NECESSARY TO COMPLETE THE PROCESS, INCLUDING THE ORIGINAL SALES CONTRACT, CURRENT LOAN OR LEASE DOCUMENTS, AND CURRENT MILEAGE TO DETERMINE USAGE FEES. IF YOU DO NOT RECEIVE A COMMUNICATION FROM FORD MOTOR COMPANY WITHIN 15 BUSINESS DAYS, PLEASE CALL US HERE AT THE CUSTOMER RELATIONSHIP CENTER TO FURTHER INVESTIGATE YOUR REQUEST.

Action: BB-DOCUMENT ADDITIONAL INFORMATION
Dealer: 05458 EL CAJON FORD **Origin Desc:** CVPI AGENTS
Odometer: 37000 MI **Comm Type:** OTHER
Analyst Name: KOVACS, CARMELL **Analyst:** CKOVACS5
Action Date: 03/16/2012 **Action Time:** 12.01.14.998 **Action Data:** No

Comments -DRS, CARMELL-EMAILED DRP MANAGEMENT

Action: MOVE CASE TO CCT FOR HANDLING
Dealer: 05458 EL CAJON FORD **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 37000 MI **Comm Type:** OTHER
Analyst Name: KOVACS, CARMELL **Analyst:** CKOVACS5
Action Date: 03/21/2012 **Action Time:** 09.27.32.773 **Action Data:** No

Comments -PER TL TRANSFER TO CCT TO SEE IF THE CUSTOMER HAS ANY CURRENT CONCERNS THEY NEED HELP WITH-CUSTOMER DIDN'T REQUEST BUYBACK

Action: CREATE FOLLOW UP
Origin Desc: CUSTOMER CARE SOLUTIONS

Dealer: 05458 EL CAJON FORD TEAM
Odometer: 37000 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER
Analyst Name: CLEARY , MARK **Analyst:** MCLEARY7
Action Date: 03/21/2012 **Action Time:** 10.54.12.579 **Action Data:** Yes

Comments OBC TO CUST==L/M REQUESTING CALLBACK==SETTING F/U

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-22-2012
TIME OF FOLLOW UP (HH:MM):	19:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05458 EL CAJON FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 37000 MI **Comm Type:** PHONE
Analyst Name: CLEARY , MARK **Analyst:** MCLEARY7
Action Date: 03/21/2012 **Action Time:** 12.40.37.148 **Action Data:** No

Comments IBC FROM CUST==SPOKE TO [redacted]==CUST ADVISING DOES WANT BUYBACK==CSM EXPLAINING PROCEDURE==CUST ADVISING ATTY SAID THAT IS NOT HOW IT WORKS==CSM ADVISING IF CUST HAS RETAINED ATTY, FMC CAN HAVE NO FURTHER COMMUNICATION==CUST ADVISING HAS NOT RETAINED ATTY==CSM ADVISING WILL SEND CASE BACK TO DRP

Action: REQUEST RO FROM SERVICE MANAGER
Dealer: 05458 EL CAJON FORD **Origin Desc:** CVPI AGENTS
Odometer: 37000 MI **Comm Type:** OTHER
Analyst Name: KOVACS, CARMELL **Analyst:** CKOVACS5
Action Date: 03/21/2012 **Action Time:** 13.33.33.973 **Action Data:** No

Comments -DRS, CARMELL-EMAIL DEALER REPORT

Action: BB-OBC TO DEALERSHIP
Dealer: 05458 EL CAJON FORD **Origin Desc:** CVPI AGENTS
Odometer: 37000 MI **Comm Type:** PHONE
Analyst Name: KOVACS, CARMELL **Analyst:** CKOVACS5
Action Date: 03/21/2012 **Action Time:** 14.58.48.846 **Action Data:** No

Comments -OBC COURTESY CALL EL CAJON FORD, SPOKE W/ SM DON HORN WILL SEND INFO TODAY 3/21-MOSSY FORD, P&SD GERMANE VALENTIN RE: DEALER REPORT AND ACCT ROS NEEDED

Action: RECEIVED RO FROM SERVICE MANAGER
Dealer: 05458 EL CAJON FORD **Origin Desc:** CVPI AGENTS
Odometer: 37000 MI **Comm Type:** OTHER
Analyst Name: KOVACS, CARMELL **Analyst:** CKOVACS5
Action Date: 03/22/2012 **Action Time:** 08.54.00.082 **Action Data:** Yes

Comments -DRS, CARMELL-RECEIVED DEALER REPORT

Data Element Name	Data Value
DATE RECEIVED:	03-21-2012

Action: MOVE CASE TO RES FOR HANDLING
Dealer: 05458 EL CAJON FORD **Origin Desc:** CVPI AGENTS
Odometer: 37000 MI **Comm Type:** OTHER
Analyst Name: KOVACS, CARMELL **Analyst:** CKOVACS5
Action Date: 03/22/2012 **Action Time:** 09.05.49.497 **Action Data:** No

Comments -DRS, CARMELL-EMAILED RES FOR REVIEW

Action: MOVE CASE TO CCT FOR HANDLING
Dealer: 05458 EL CAJON FORD **Origin Desc:** CONSUMER AFFAIRS - SMALL CLAIM
Odometer: 37000 MI **Comm Type:** OTHER
Analyst Name: ALUIA (SALUIA),SUSAN **Analyst:** SALUIA
Action Date: 03/22/2012 **Action Time:** 13.20.11.942 **Action Data:** No

Comments REVIEWED REPAIR HISTORY, CUSTOMER CONCERNS AND ALL RELEVANT INFORMATION. AT THIS TIME FORD BELIEVES THE VEHICLE DOES NOT QUALIFY FOR REPURCHASE OR REPLACEMENT UNDER THE CA STATE LEMON LAW.

Action: UPLOAD RAV ONLINE INFORMATION
Dealer: 05458 EL CAJON FORD **Origin Desc:** CVPI AGENTS
Odometer: 37000 MI **Comm Type:** OTHER
Analyst Name: KOVACS, CARMELL **Analyst:** CKOVACS5
Action Date: 03/22/2012 **Action Time:** 13.59.03.155 **Action Data:** No

Comments -DRS, CARMELL-SUBMITTED RAV FOR HANDLING

Action: CREATE FOLLOW UP
Dealer: 05458 EL CAJON FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 37000 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER
Analyst Name: CLEARY , MARK **Analyst:** MCLEARY7
Action Date: 03/22/2012 **Action Time:** 17.11.51.637 **Action Data:** Yes

Comments OBC TO CUST==L/M REQUESTING CALLBACK==SETTING F/U

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-23-2012
TIME OF FOLLOW UP (HH:MM):	19:00

Action: CREATE FOLLOW UP
Dealer: 05458 EL CAJON FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 37000 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER
Analyst Name: CLEARY , MARK **Analyst:** MCLEARY7
Action Date: 03/23/2012 **Action Time:** 11.57.52.521 **Action Data:** Yes

Comments OBC TO CUST==L/M REQUESTING CALLBACK==SETTING F/U

Data Element Name	Data Value

DATE OF FOLLOW UP: 03-27-2012
TIME OF FOLLOW UP (HH:MM): 19:00

Action: CONCERN ADDRESSED
Dealer: 05458 EL CAJON FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 37000 MI **Comm Type:** PHONE
Analyst Name: CLEARY , MARK **Analyst:** MCLEARY7
Action Date: 03/23/2012 **Action Time:** 13.15.40.249 **Action Data:** Yes

Comments IBC FROM CUST==SPOKE TO[redacted]==CSM ADVISING AFTER GOOD FAITH REVIEW, BUYBACK REQUEST DECLINED==CUST ADVISING VEH GOING IN FOR SERV APPT ON 3/24 FOR "SAME CONCERN"==CSM ADVISING HOPES VEH IS SUCCESSFULLY REPAIRED ON THIS ATTEMPT==NO FURTHER ACTION REQUIRED==CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	76
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Action: CUSTOMER DOES NOT QUALIFY LETTER SENT
Dealer: 05458 EL CAJON FORD **Origin Desc:** CONSUMER AFFAIRS - REACQUIRED VEHICLES
Odometer: 37000 MI **Comm Type:** OUTBOUND MAIL-OTHER
Analyst Name: WYNGLASS, RENEE **Analyst:** R-WYNGLA
Action Date: 03/26/2012 **Action Time:** 09.42.14.317 **Action Data:** No

Comments CUST DO NOT QUALIFY SENT LETTER FEDEX 519574563955

Action: CUSTOMER DOES NOT QUALIFY LETTER SENT
Dealer: 05458 EL CAJON FORD **Origin Desc:** CONSUMER AFFAIRS - REACQUIRED VEHICLES
Odometer: 37000 MI **Comm Type:** PHONE
Analyst Name: DAUNT,CHRIS **Analyst:** C-DAUNT
Action Date: 03/26/2012 **Action Time:** 20.00.20.298 **Action Data:** No

Comments AFTER REVIEW, AT THIS TIME, IT APPEARS THAT THIS VEHICLE DOES NOT MEET THE REQUIREMENTS FOR A REPURC

Action: MOVE CASE TO CCT FOR HANDLING

Dealer: 05458 EL CAJON FORD

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 37000 MI

Comm Type: PHONE

Analyst Name: DAUNT,CHRIS

Analyst: C-DAUNT

Action Date: 03/26/2012

Action Time: 20.00.20.551

Action Data: No

Comments AFTER REVIEW, AT THIS TIME, IT APPEARS THAT THIS VEHICLE DOES NOT MEET THE REQUIREMENTS FOR A REPURC

Action: RECEIPT OF CUSTOMER LETTER RETURNED

Dealer: 05458 EL CAJON FORD

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 37000 MI

Comm Type: PHONE

Analyst Name: DAUNT,CHRIS

Analyst: C-DAUNT

Action Date: 03/28/2012

Action Time: 20.00.37.462

Action Data: No

Comments AFTER REVIEW, AT THIS TIME, IT APPEARS THAT THIS VEHICLE DOES NOT MEET THE REQUIREMENTS FOR A REPURC

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All Action Details for Issue

Print

VIN: 1FTEW1C81AF[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 1409350752
Name: MRS[redacted] **Owner Status:** Original **WSD:** 2010-05-01
Symptom Desc: STALL/QUITS DECELERATION ALL ENGINE TEMP **Primary Phone:** [redacted]
Reason Desc: MISC INQUIRY - FORD MOTOR COMPANY FEEDBACK **Secondary Phone** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: TIER ONE CLOSE ISSUE
Dealer: 05458 EL CAJON FORD **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 37000 MI **Comm Type:** PHONE
Analyst Name: BOLLINGER, DELEIGN **Analyst:** DBOLLIN6
Action Date: 03/15/2012 **Action Time:** 11.22.32.821 **Action Data:** No

Comments **********CUST SAYS: 1. THROTTLE BODY HAS BEEN REPLACED 4 TIMES AND CONTINUES TO STALL AT RANDOM==CUST FEELS THAT IT NEEDS TO BE ADDRESSED==CUST LOOKED ONLINE AND SAW THAT THERE WERE OTHER PEOPLE WITH THE SAME ISSUE==HAPPPENED TODAY==REFUSES TO TAKE THE VEH TO THE DLR BECAUSE SHE BELIEVES THAT IT WILL NEVER BE FIXED==CUST JUST WANTED TO SUBMIT NEGATIVE FEEDBACK TOWARD FORD SO THAT THEY KNOW ABOUT HER CONCERNS=**********DLR: EL CAJON FORD 1595 E MAIN;EL CAJON CA 92021;TEL: (619) 579-8888 **********CRC ADVISED: BASED UPON YOUR REQUEST I HAVE DOCUMENTED YOUR COMMENTS. THANKS FOR CALLING FORD MOTOR COMPANY.

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Server: **AWS Prod**
Claims loaded through: **08-MAY-2012**

Vehicle Information Report

GENERAL VEHICLE INFORMATION: (Related Claims) (QLS Concerns)

VIN:	1FTEW1C81AF[redacted]	**Vehicle Line WERS:**	T/F6 - F150/LINCOLN MARK LT [04-13]	**Engine:**	T/W8 - 4.6L 3V V8
Model Year:	2010	**Vehicle Line AWS:**	F6 - F SERIES P221	**Global Engine:**	E2980 - MODULAR GAS V8 RWD - REP
Vehicle Type:	T	**Vehicle Line Global:**	FD - F-SERIES (NA-DTP)	**Engine Plant:**	EN29 - ROMEO LESS SVT
Inv. Dealer:	*	**Drive Code:**	T/B - 2 WHL L/H REAR DRIVE	**Transmission:**	T/C3 - 6 SPD AUTO TRANS (6R80)
Vehicle Status Code:	800	**Body Cab Style:**	T/BC - DOUBLE CAB (CREW CAB)	**Global Trans:**	A0807 - AT - 6R60/70/80 - LTP
Market Derived:	F - FORD	**Version/Series:**	T/AM - 150 SERIES	**Trans Plant:**	AT08 - A/T LIVONIA

BUILD INFORMATION:

Region Built:	NA - NORTH AMERICA	**Assembly Plant:**	AF - DEARBORN PLANT BUILD	**Vehicle Load Date:**	23-OCT-2009
Country Built:	USA - UNITED STATES	**Production Date:**	16-OCT-2009		

SALE INFORMATION:

Region Sold:	NA - NORTH AMERICA	**Arrival Date:**	28-OCT-2009	**Red Carpet Lease:**	*
Country Sold:	USA - UNITED STATES	**Sale Date:**	01-MAY-2010	**Fleet/Retail/Co. Lease:**	R
Vehicle Count Flag:	Y	**Warranty Start Date:**	01-MAY-2010	**Modified Vehicle:**	*
Selling Dealer St/Prov:	CA	**Original WSD:**	01-MAY-2010	**Warranty Status Ind:**	*
Selling Dealer [code]:	MOSSY FORD [171083 - *]			**Vehicle Export Flag:**	N

VOC:

```
---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0---------1---------2---------3---------4---------5---------6---------
W1CAFA7931714538   X 2 08R1199      5H E 2 619 73 AN F  25     F2   371B082 54V UJ  A  ME K4      81FTE1 O C      507A 986CA
```

EOC:

```
---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0---------1---------2---------3---------4---------5---------6---------
```

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**Color(Trim):**	000HB - MEDIUM STONE	**Navis Engine Serial #:**	100930216271
Alternator Amp Rating:	*	**Delivery Type:**	0	**Paint:**	PN3KD - STERLING GRAY METALLIC
Audio Disk:		**Driveshaft Code:**	*	**Power Antenna:**	* - [N/A]
Axle Ratio:	EGAHD - 3.55 FINAL DRIVE RATIO	**Front Seat:**	T/S - SEATS - INDIVIDUAL 40/20/40	**Radio:**	AU - ELETR PREM AM/FM STRO/DISC
Axle Type:	EGJAB - NON-LIMITED SLIP REAR AXLE	**Fuel Type:**	AF - UNLEADED FUEL CAPABILITY	**Sound System:**	* - [N/A]
Battery Amp Rating:	MK	**Fuel Type Engine:**	G - Gas	**Tire Manufacturer:**	AJ - MICHELIN
Brake Code:	FBAAD - POWER 4-WHEEL DISC	**GVW Class Code:**	E	**Tire Brand:**	LTH7WX - LTX A/S 108S
Brake Code(Service):	* - [N/A]	**Instrumentation:**	* - [N/A]	**Tire Size:**	D3KAM - P255/65R 17 A/S OWL
Calibration Code:	AF614C0A	**Mirror(Driver Side):**	BR - DRIVER POWER AERODYNAMIC MIRR	**Traction Control:**	AH - ROLL STABILITY CNTRL (RSC) BRK
Color(Accent):	* - [N/A]	**Mirror(Psngr Side):**	BR - PASS POWER AERODYNAMIC MIRR		

TRACEABILITY INFORMATION

[redacted]

CT Corporation

Service of Process Transmittal

07/13/2010
CT Log Number 516929647

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

RE: **Process Served in New Hampshire**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Writ of Summons, Return Form, Complaint, Exhibits, Affidavit of Service
COURT/AGENCY:	Rockingham County Superior Court, NH Case # None Specified
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Violation of the New Hampshire New Car Lemon Law - Involving a new 2010 Ford Focus, VIN 1FAHP3CN1AW143454, purchased from Auto Fair Ford in Manchester, NH on or about 12/08/2009 which had numerous unrepairable defects including the vehicle not starting, continuously stalling out while driving and the check engine light coming on
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Concord, NH
DATE AND HOUR OF SERVICE:	By Process Server on 07/13/2010 at 09:07
APPEARANCE OR ANSWER DUE:	By the first Tuesday of August 2010 (08-03-10)
ATTORNEY(S) / SENDER(S):	Angela K. Troccoli, Esq. Kimmel & Silverman, P.C. The New England Office 60 Hartford Pike P. O. Box 325 Dayville, CT 06241 860-866-4380
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 790351878705 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	C T Corporation System
PER:	Anthony Romano
ADDRESS:	9 Capitol Street Concord, NH 03301
TELEPHONE:	800-592-9023

10 JUL 14 P3:37

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

The State of New Hampshire

SUPERIOR COURT

ROCKINGHAM COUNTY

COPY

( ) COURT
(X) JURY

WRIT OF SUMMONS

TONI M. AZEVEDO
of 13 Fairway Drive, Apt. 9, Derry, NH 03038

v.

FORD MOTOR COMPANY
of Dearborn, MI 48126 with agent for service
at CT Corp 9 Capital Street, Concord, NH 033

The Sheriff or Deputy of any County is ordered to summon each defendant to file a written appearance with the Superior Court at the address listed below by the return day of this writ which is the first Tuesday of August (MONTH), 2010 (YEAR).

The PLAINTIFF(S) state(s):

PLEASE SEE ATTACHED COMPLAINT AND EXHIBITS.

A TRUE COPY ATTEST:

Todd M. Corey, Deputy Sheriff

and the Plaintiff(s) claim(s) damages within the jurisdictional limits of this Court.

Toni M. Azevedo /Toni M. Azevedo
INDORSER (sign and print name)

7/8/2010
DATE OF WRIT

NOTICE TO THE DEFENDANT

The Plaintiff listed above has begun legal action against you. **You do not have to physically appear** in Court on the return day listed above since there will be no hearing on that day. However, if you intend to contest this matter, you or your attorney must file a written appearance form with the Clerk's Office by that date. (Appearance forms may be obtained from the Clerk's Office.) You will then receive notice from the Court of all proceedings concerning this case. If you fail to file an appearance by the return day, judgment will be entered against you for a sum of money which you will then be obligated to pay.

Witness, Robert J. Lynn, Chief Justice, Superior Court.

Raymond W. Taylor, Clerk
NH Superior Court Rockingham County
10 Route 125
Brentwood, NH

Mailing Address:
P.O. Box 1258
Kingston, NH 03848-1258
(603) 642-5256

ID 18539
SIGNATURE OF PLAINTIFF/ATTORNEY

Angela K. Troccoli, Esquire
PRINTED/TYPED NAME

60 Hartford Pike, PO Box 325
ADDRESS

Dayville, CT 06241 / (860) 866-4380
PHONE

213-003-6

PE13-003 000092LCPV

THE STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS

SUPERIOR COURT
DOCKET NO.:

TONI M. AZEVEDO Plaintiff, v FORD MOTOR COMPANY Defendant.	JURY TRIAL DEMANDED

COMPLAINT

I. PARTIES

1. Plaintiff, TONI M. AZEVEDO, is an adult citizen and legal resident of Derry, Rockingham County, New Hampshire.

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

II. FACTS

3. On or about 12/08/2009, Plaintiff purchased a new 2010 Ford Focus, bearing the Vehicle Identification Number #1FAHP3CN1AW143454(the "Vehicle") from Auto Fair Ford, in Manchester, New Hampshire.

4. The Vehicle was manufactured by Ford, and is now registered in the State of New Hampshire.

5. The contract price of the Vehicle, including registration charges, document fees, and sales tax, but excluding certain other finance and collateral charges not specified, totaled more than $29,264.25. A true and correct copy of the sales contract and registration are attached hereto, made a part hereof, and marked **Plaintiff's Exhibit A**.

6. In consideration for the purchase of the Vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations and undertakings with respect to the reliability and workmanship of the Vehicle, and the remedial action that Defendant would undertake in the event that the Vehicle failed to meet the promised specifications.

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

8. The bargain between the parties included an express 3 year/36,000 mile bumper to bumper warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant Ford's warranty materials and owner's manual.

9. However, as a result of Defendant's ineffective repair attempts, the Vehicle has been impaired and is unable to be operated for all of its intended utilities.

10. Plaintiff may have resorted to Defendant' informal dispute settlement procedure.

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

12. Within the relevant warranty period, Plaintiff complained to Defendant, either directly or through its agents, on at least three occasions, about defects or non-conformities in the

PE13-003 000094LCPV

Vehicle, including, but not limited to, the vehicle not starting, continuously stalling out while driving and check engine light coming on. True and correct copies of all repair records in Plaintiff' possession is attached hereto, made a part hereof, and marked **Plaintiff's Exhibit B.**

13. Plaintiff avers that the Vehicle has been subject to additional repair attempts for defects and conditions that Defendant Ford's warranty dealer failed to document.

14. Plaintiff avers that Defendant Ford's warranty dealer failed to provide to Plaintiff with all warranty repair receipts that were generated, or should have been generated, in conjunction with repairs or repair attempts on the Vehicle.

15. Plaintiff avers that Defendant Ford's warranty dealer did not provide to Plaintiff, or otherwise maintain, technicians' notes of diagnostic procedures and repairs, in addition to Technical Service Bulletins issued by Defendant relative to the Vehicle's make and model.

16. On or about March 1, 2010, Plaintiff and/or Plaintiff's counsel informed Defendant that Plaintiff no longer wished to keep the Vehicle, and demanded that a substitution of collateral or repurchase of the Vehicle occur, in accordance with the New Hampshire New Car Lemon Law.

COUNT I
(Violation of the Magnuson Moss Warranty Improvement Act)

17. Plaintiff restates and reavers each and every allegation contained above, as if fully stated herein.

18. Plaintiff is a 'consumer' as defined by 15 U.S.C. §2301(3).

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

20. The Vehicle is a 'consumer product' as defined by 15 U.S.C. § 2301(1).

PE13-003 000095LCPV

21. The Magnuson Moss Warranty Improvement Act (the "Act") binds Defendant to all warranties implied by state law, in addition to those provided for in private transaction. Said warranties are imposed on all transactions in the state in which a vehicle is delivered.

22. Plaintiff avers that the provisions of the Act implicate and enhance all rights and remedies available under the New Hampshire UCC, as codified at New Hampshire Statute Ann. Title 31.

23. A violation of the New Hampshire UCC within a consumer transaction also constitutes a violation of the Act, and entitles a prevailing consumer under 15 U.S.C. § 2310(d)(2) to damages and attorney fees.

24. By the terms of the Defendant's oral and written warranties, affirmations, promises, and/or service contracts regarding the Vehicle, Defendant agreed to provide Plaintiff with a reliable vehicle and to perform effective repairs on the Vehicle at no charge to Plaintiff.

25. Defendant failed to honor the express and implied warranties owed to Plaintiff, either under its own warranties or those constructed by New Hampshire law, and thereby violated the Magnuson Moss Warranty Improvement Act.

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

27. Due to Defendant' violation of the Act, Defendant must also reimburse Plaintiff for the reasonably incurred attorney's fees in accordance with the provisions of the Magnuson Moss Warranty Improvement Act.

COUNT II

(Violation of the New Hampshire Consumer Protection Act)
(Title 31. Ch. 358-A:1-A:10)

28. Plaintiff restates and reavers each and every allegation contained above, as if fully stated herein.

29. Defendant is in the business of 'trade' and 'commerce' within the meaning of the New Hampshire Consumer Protection Act Title 31, § 358(A:1).

30. Plaintiff is a consumer and a 'person' within the meaning of the New Hampshire Consumer Protection Act Title 31, § 358(A:1).

31. The conduct of Defendant, as alleged herein, constitutes unfair and deceptive acts and practices in commerce, within the meaning of the New Hampshire Consumer Protection Act Title 31, § 358(A:1-A:10) and as a result thereof, Plaintiff has been permanently and irreparably harmed.

32. As a direct and proximate result of Defendant's failure to comply with the implied and express warranties that accompanied Plaintiff's purchase of the Vehicle, Plaintiff has suffered damages and, in accordance with the New Hampshire Consumer Protection Act Title 31, § 358(A:1-A:10), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

PE13-003 000097LCPV

COUNT III

(Violation of the New Hampshire Lemon Law)
(Title 31 Ch. 357D, §§1-12)

33. Plaintiff restates and reavers each and every allegation contained above, as if fully stated herein.

34. Defendant, through its authorized repair agent(s), made three or more repair attempts to address the same general defect in the Vehicle without success.

35. Defendant through its authorized repair agent(s) kept the Vehicle out of service for repair for 30 business days or more during the original warranty period.

36. Defendant failed to provide Plaintiff with accurate warranty receipts of each and every repair attempted on the Vehicle.

37. Plaintiff noticed Defendant the intention to return the Vehicle for a repurchase or replacement.

38. Defendant sold Plaintiff a defective vehicle that has never met the original purpose of "dependable, reliable and safe transportation," and has hindered Plaintiff with consistent malfunctions and impairments of use.

39. Due to Defendant's violation(s) of the New Hampshire Lemon Law Title 31, Ch. 357D, §§1-12, Plaintiff has incurred damage.

III. JURY DEMAND

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

WHEREFORE, Plaintiff prays for the following relief:

1. 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;
2. Plus an award of treble damages and attorneys fees and costs against Defendant, as permitted under the New Hampshire Consumer Protection Act Title 31, Ch. 358 (A:1-A:10); and
3. For such other and further relief as the Court deems just and proper.

Respectfully Submitted,
TONI M. AZEVEDO,
By her Attorney,

Angela K. Troccoli, Esquire, #18539
Kimmel & Silverman, P.C.
The New England Office
60 Hartford Pike, PO Box 325
Dayville, CT 06241
(860) 866-4380

Dated: July 8, 2010

PE13-003 000099LCPV

PLAINTIFF'S EXHIBIT A

Seller Name and Address

Buyer(s) Name(s) and Address(es)

No. _____

Date _____

☐ Business, commercial or agricultural purpose Contract. ☐ Refer to the attached addendum for additional Buyers and their signatures.

Truth-In-Lending Disclosure

Annual Percentage Rate The cost of your credit as a yearly rate.	Finance Charge The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your down payment of
_____ %	$ _____	$ _____	$ _____	$ _____

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
	$	
	$	
	$	

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 15 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due.

Prepayment. If you pay off this Contract early, you ☐ may ☒ will not have to pay a Minimum Finance Charge.

Filing Fees. $ _____

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage

☐ New
☐ Used
☐ Demo

Other:

Description of Trade-In

Conditional Delivery

☐ **Conditional Delivery.** A ***Conditional Delivery Agreement*** is being signed along with this Contract. The Conditional Delivery Agreement is incorporated by reference into this Contract, and a copy of the Conditional Delivery Agreement is attached to this Contract.

Itemization of Amount Financed

a. **Cash Price** of Vehicle **(Cash Sale Price)** (incl. sales tax of $ _____)	$
b. Trade-in allowance	$
c. Less: Amount owing, paid to (includes j): _____	$
d. Net trade-in (b-c; if negative, enter $0 here and enter the amount on line j)	$
e. Cash payment	$
f. Manufacturer's rebate	$
g. Deferred down payment	$
h. **Down payment** (d+e+f+g)	$
i. **Unpaid balance of Cash Price** (a-h)	$
j. Financed trade-in balance (see line d)	$
k. Paid to public officials - documentary fees	$
l. Insurance premiums	$
m. Service Contract, paid to: _____	$
n. _____	$
o.	$

Assignment

This Contract and Security Agreement is assigned to NORTHEAST CREDIT UNION

PO BOX 1240 PORTSMOUTH NH 03802-1240

_____, the Assignee, phone 888-436-1847.

This assignment is made

☐ under the terms of a separate agreement made between the Seller and Assignee.

☒ under the terms of the *Assignment by Seller* section on page 2.

☐ This Assignment is made with recourse.

Seller

_____

By: **Date**

Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☐ **Service Contract**

Term _____

Price $ _____

Coverage _____

☐ **Gap Waiver or Gap Coverage**

Term _____

r. _____ $ _____

s. Origination fee due to credit union $ _____

t. **Total Other Charges/Amts Paid** (j thru s) $ _____

u. **Less: Prepaid Finance Charges** $ _____

v. **Amount Financed** (Principal Balance (i+t)) $ _____

w. Time Balance (Principal Balance + Finance Charge) $ _____

We may retain or receive a portion of any amounts paid to others, except those fees paid to public officials.

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below **only** the coverages you have chosen to purchase.

Credit Life

☐ Single ☐ Joint ☐ None

Premium $ N/A Term N/A

Insured _____

Credit Disability

☐ Single ☐ Joint ☐ None

Premium $ N/A Term N/A

Insured _____

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By: _____ DOB

By: _____ DOB

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company authorized to do business in New Hampshire.

The collision coverage deductible may not exceed $ _____.

If you get insurance from or through us you will pay $ _____

for _____ of coverage.

This premium is calculated as follows:

☐ $ _____ Deductible, Collision Cov. $ _____

☐ $ _____ Deductible, Comprehensive $ N/A

☐ Fire-Theft and Combined Additional Cov. $ _____

☐ _____ $ N/A

Liability insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract unless checked and indicated.

☐ **Single-Interest Insurance.** You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay $ N/A for N/A of coverage.

Sales Agreement

Payment. You promise to pay us the principal amount of $ [illegible] plus finance charges accruing on the unpaid balance at the rate of [illegible] % per year from the date of this Contract until paid in full. Finance charges accrue on a 365/366 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the Truth-in-Lending Disclosures. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

☐ **Minimum Finance Charge.** You agree to pay a minimum finance charge of $ _____ if you pay this Contract in full before we have earned that much in finance charges.

☐ _____

Term _____

Price $ _____

Coverage _____

By: _____ Date

By: _____ Date

Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

12/08/2009

By: _____ Date

By: _____ Date

Notice to the Buyer. 1. Read this contract before signing. 2. You are entitled to an exact copy of the contract you sign. By signing below, you agree to the terms of this Contract. You acknowledge receipt of a copy of this Contract and had a chance to read and review it before you signed it.

Buyer

12/08/2009

By: _____ Date

By: _____ Date

Seller

12/08/2009

By: _____ Date

State of New Hampshire

REGISTRATION CERTIFICATE

Registration certificate not valid for title purposes. All resident taxes for which I am liable have been paid.

0816A0048223

EXP 05/31/2010

PLATE 2221642 TYPE PASS CD 6 VSN 0599624 GVW 3302

MAKE FORD MODEL FOCUS BDY STL COUPE CLR BLU

YEAR 2010 F G AXLES 2 LP NEW 16900 VIN 1FAHP3CN1AW143454

PP# PP TYPE SP# SP TYPE

OWNERS	DOB/ID	LAST NAME	SUFFIX	FIRST NAME	M
	05/10/1983	AZEVEDO		TONI	M

TRANSFER REGISTRATION

04JAN2010 5020.0001 0816 9717 1 $37.50

TONI M AZEVEDO
13 FAIRWAY DR APT 9
DERRY NH 03038

LEGAL ADDRESS
13 FAIRWAY DR APT 9
DERRY NH 03038

CHANGE ADDRESS IN SPACE ABOVE

(THIS APPLICATION IS SIGNED AND ANY ADDITIONAL INFORMATION IS OFFERED UNDER PENALTY OF UNSWORN FALSIFICATION PURSUANT TO RSA 641:3)

X

N.H.S.D. - M.V.
OFFICIAL DIRECTOR
VALIDATION # 1792

NOT VALID WITHOUT DIRECTOR'S SEAL

ATTENTION:

RSA 266:1 IV provides that newly registered vehicles and vehicles of which the ownership has been transferred must be inspected within 10 consecutive days of the registration date stamped on the registration certificate. If a new vehicle is purchased at retail from a licensed dealer the vehicle must be inspected no later than 30 days after the date of transfer.

RDMV 344 (REV 02/08) OWNER'S COPY

RETAIN FOR TAX PURPOSES

STATE FEES	
REGISTRATION	$25.00
SURCHARGE	$12.50
TITLE	$0.00
TOTAL DUE	$37 50

MUNICIPAL FEES		
MOS/MILLS	5 18	$127.00
MOS/MILLS	0 0	$0.00
PERMIT FEE		$0.00
AGENT		$3.00
CLERK		$1.00
LOCAL TITLE		$2.00
TRANSFER		$5.00
TRANSFER CREDIT		$24.00
WASTE		$3.00
TRANSPORTATION		$5.00
PARKING TRUST		$0.00
TOTAL DUE		$122.00

MUNICIPAL COMMENT:
Receipt : 303346

Pursuant to RSA 261:55, the Director must be notified in writing within 10 days when moving from the address printed on the registration certificate.

PLAINTIFF'S EXHIBIT B

CUSTOMER #: 3751108

492595

INVOICE

PAGE 1

AUTOFAIR Ford
1475 SO. WILLOW STREET
MANCHESTER, NH 03103
(603) 625-2540
www.autofair.com

TONI M AZEVEDO
13 FAIR WAY DR APT 34
DERRY, NH 03038
HOME:603-375-1108 CONT:N/A
BUS: 978-898-1200 CELL:

SERVICE ADVISOR: 933 CRIS HERNANDEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	10	FORD FOCUS	1FAHP3CN1AW143454		2616/2616	T5326

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08DEC09 DD	21SEP09		18:00 29DEC09			CASH	31DEC09

R.O. OPENED	READY	OPTIONS:
29DEC09	31DEC09	STK:B800359 DLR:08932 ENG:99N_2.0L_DOHC_I4_ENGINE TRN:44Z_5-SPD_MANUAL_TRANSMISSION

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST STATES VEHICLE WILL NOT START
CAUSE: DIAG CAR WILL NOT START RETREVE CODES NO CODES PERFORM PINPOINT TEST PID DATA DISPLAY RELATIVE COMPRESSION PASS CHECK FUEL PRESSURE 47 PSI

12650D EEC (QUICK TEST) - DIAGNOSIS - L
260 WF4 (N/C)
469 WF4 (N/C)
4 AGSF*32Y*PC SPARK PLUG (N/C)
1 7U7Z*6312*B PULLEY - CRANKSHAFT (N/C)
1 TA*29* SEALANT - SILICONE (N/C)

12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST - L
469 WF4 (N/C)

12650D80 DCL DISPLAY/PID MONITOR - TEST - L
469 WF4 (N/C)

12650D47 RELATIVE COMPRESSION/POWER BALANCE - TEST - L
469 WF4 (N/C)

9350B FUEL PUMP PRESSURE TEST ON VEHICLE - DIAGNOSIS (9A407/9H307/9350) - L
469 WF4 (N/C)

12405AT SPARK PLUGS - REPLACE (12405) - L
469 WF4 (N/C)

6312A PULLEY ASSEMBLY - CRANKSHAFT - REPLACE (6A312/6B321) - L
469 WF4 (N/C)

6584A GASKET - ROCKER ARM COVER - REMOVE AND INSTALL OR REPLACE (6K260/6584) - L
469 WF4 (N/C)

FC: D02 17
PART#: 7U7Z*6312*B
COUNT:
CLAIM TYPE:
AUTH CODE:

ARBITRATION REQUIRED BY THIS AGREEMENT: THE PARTIES AGREE THAT INSTEAD OF LITIGATION IN A COURT, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR REPAIR OF THE MOTOR VEHICLE OR TO THIS DOCUMENT OR TO ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE MOTOR VEHICLE SHALL BE SETTLED BY BINDING ARBITRATION AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, UNDER ITS COMMERCIAL ARBITRATION RULES. SUCH ARBITRATION SHALL BE CONDUCTED IN NEW HAMPSHIRE. EACH PARTY WILL PAY THEIR OWN COSTS, ANY JUDGEMENT RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC./ENVIRONMENTAL	
TOTAL CHARGES	
DED./DISC./COUPON	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER #: 3751108

492595

INVOICE

PAGE 2

1475 SO. WILLOW STREET
MANCHESTER, NH 03103
(603) 625-2540
www.autofair.com

[redacted]
DERRY, NH [redacted]
[redacted] N/A

SERVICE ADVISOR: 933 CRIS HERNANDEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	10	FORD FOCUS	1FAHP3CN1AW[redacted]		2616/2616	T532

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08DEC09 DD	21SEP09		18:00 29DEC09			CASH	31DEC09

R.O. OPENED	READY	OPTIONS:
29DEC09	31DEC09	STK:B800359 DLR:08932 ENG:99N_2.0L_DOHC_I4_ENGINE TRN:44Z_5-SPD_MANUAL_TRANSMISSION

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
8365

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

2616 DIAG CAR WILL NOT START RETREVE CODES NO CODES PERFORM PINPOINT TEST PID DATA DISPLAY RELATIVE COMPRESSION PASS GHECK FUEL PRESSURE 47 PSI FOUND SPARK PLUGS FOULED REPLACE SPARK PLUGS STILL NO START FOUND CRANK SHAFT SENSOR RELUCTANT WHEEL NOT PRESSED ON TO PULLY REMOVE VALVE COVER INSERT TIMEING BAR INSERT TIMING PIN IN BLOCK REPLACE CRANKSHAFT PULLY RETIME ENGINE ASSEMBLE AND ROADTEST OK

****

B RENTAL
CAUSE: LOANER PROVIDED
RENTAL RENTAL
999 WF4 (N/C)
FC: A99 82
PART#: TAP1
COUNT:
CLAIM TYPE: TAP1
AUTH CODE:

SUBL 2 DAY RENTAL
PO#176340
WF4 (N/C)
FC:

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

****

****
* SERVICE HOURS *
* MONDAY - FRIDAY *
* 7:30AM TO 9:00PM *
* SATURDAY *
* 7:30AM TO 6:00PM *
****

ARBITRATION REQUIRED BY THIS AGREEMENT: THE PARTIES AGREE THAT INSTEAD OF LITIGATION IN A COURT, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR REPAIR OF THE MOTOR VEHICLE OR TO THIS DOCUMENT OR TO ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE MOTOR VEHICLE SHALL BE SETTLED BY BINDING ARBITRATION AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, UNDER ITS COMMERCIAL ARBITRATION RULES. SUCH ARBITRATION SHALL BE CONDUCTED IN NEW HAMPSHIRE. EACH PARTY WILL PAY THEIR OWN COSTS, ANY JUDGEMENT RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC./ENVIRONMENTAL	0.00
TOTAL CHARGES	0.00
DED./DISC./COUPON	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER #: 3751108 Attn: Peter

493256

INVOICE

1475 SO. WILLOW STREET
MANCHESTER, NH 03103
(603) 625-2540
www.autofair.com

[redacted]
DERRY, NH [redacted]
[redacted] CONT:N/A
CELL:

PAGE 1

SERVICE ADVISOR: 933 CRIS HERNANDEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	10	FORD FOCUS	1FAHP3CN1AW[redacted]		3736/3736	T1245

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08DEC09	DD21SEP09		18:00 12JAN10			CASH	13JAN10

R.O. OPENED	READY	OPTIONS:
11JAN10	13JAN10	STK:B800359 DLR:08932 ENG:99N_2.0L_DOHC_I4_ENGINE TRN:44Z_5-SPD_MANUAL_TRANSMISSION 1)JMA (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S VEHICLE KEEPS STALLING ,VEHICLE WILL RESTART
CAUSE: DIAG CAR KEEPS STALLING RETREIVE CLEAR CODES P2111 PERFORM
PINPOINT TEST ACCESS PCM AND TEST WIRES FROM TP SENSOR TO PCM
FOR SHORT, OPEN,
1100 DIAG AND REPLACED THROTTLE BODY
469 WF4 (N/C)
1 8S4Z*9E926*B THROTTLE BODY AND MOTOR ASY (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
8977
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

3736 DIAG CAR KEEPS STALLING RETREIVE CLEAR CODES P2111 PERFORM PINPOINT TEST ACCESS PCM AND TEST WIRES FROM TP SENSOR TO PCM FOR SHORT, OPEN, HIGH RESTANCE, CHECK FUEL PRESSURE MONITOR PIDS, MODE 6 AND POWER BAL NO PROBLEM FOUND CONTACTED HOT LINE THEY SUGGESTED TO INSTALL NEW THROTTLE BODY , INSTALLED NEW THROTTLE BODY IN CAR CLEAR KAM AND ROTEST NO CONCERN PRESENT AT THIS TIME

****

B RENTAL
CAUSE: RENTAL
RENTAL RENTAL
469 WF4 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
8977
SUBL 1 DAY RENTAL
PO#176995
WF4 (N/C)
FC:
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC./ENVIRONMENTAL	
TOTAL CHARGES	
DED./DISC./COUPON	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

CUSTOMER #: 3751108

493256

INVOICE

1475 SO. WILLOW STREET
MANCHESTER, NH 03103
(603) 625-2540
www.autofair.com

[redacted]

DERRY, NH [redacted]

[redacted]NT:N/A

[redacted]LL:

PAGE 2

SERVICE ADVISOR: 933 CRIS HERNANDEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	10	FORD FOCUS	1FAHP3CN1AW[redacted]		3736/3736	T1245

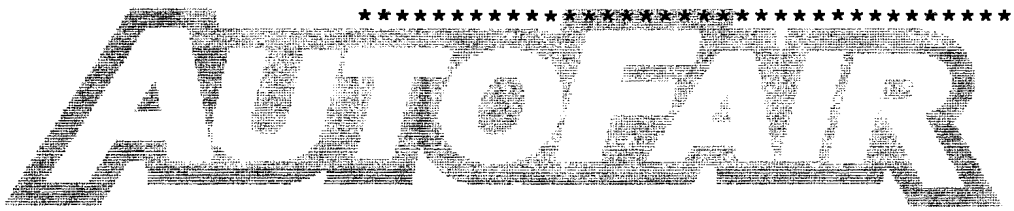
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08DEC09 DD	21SEP09		18:00 12JAN10			CASH	13JAN10

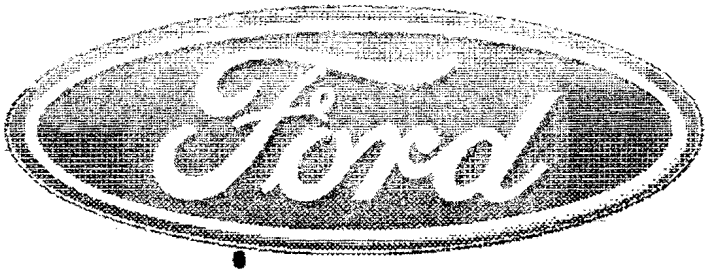
R.O. OPENED	READY
11JAN10	13JAN10

OPTIONS: STK:B800359 DLR:08932
ENG:99N_2.0L_DOHC_I4_ENGINE
TRN:44Z_5-SPD_MANUAL_TRANSMISSION 1)JMA (More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

****
* SERVICE HOURS *
* MONDAY - FRIDAY *
* 7:30AM TO 9:00PM *
* SATURDAY *
* 7:30AM TO 6:00PM *
****





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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC./ENVIRONMENTAL	0.00
TOTAL CHARGES	0.00
DED./DISC./COUPON	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER #: 3751108

493256

INVOICE

1475 SO. WILLOW STREET
MANCHESTER, NH 03103
(603) 625-2540
www.autofair.com

[redacted]
DERRY, NH [redacted]
[redacted] CONT:N/A
CELL:

PAGE 1

SERVICE ADVISOR: 933 CRIS HERNANDEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	10	FORD FOCUS	1FAHP3CN1A[redacted]		3736/3816	T1245

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08DEC09	DD21SEP09		17:00 14JAN10			CASH	14JAN10

R.O. OPENED	READY	OPTIONS:
11JAN10	14JAN10	STK:B800359 DLR:08932 ENG:99N_2.0L_DOHC_I4_ENGINE TRN:44Z_5-SPD_MANUAL_TRANSMISSION 1)JMA (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S VEHICLE KEEPS STALLING ,VEHICLE WILL RESTART
CAUSE: DIAG CAR KEEPS STALLING RETREIVE CLEAR CODES P2111 PERFORM PINPOINT TEST ACCESS PCM AND TEST WIRES FROM TP SENSOR TO PCM FOR SHORT, OPEN,
1100 DIAG AND REPL THROTTLE BODY - IP AT TECH
COST AS PER T.J.
469 IP (N/C)
1 8S4Z*9E926*B THROTTLE BODY AND MOTOR ASY (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

3736 DIAG CAR KEEPS STALLING RETREIVE CLEAR CODES P2111 PERFORM PINPOINT TEST ACCESS PCM AND TEST WIRES FROM TP SENSOR TO PCM FOR SHORT, OPEN, HIGH RESTANCE, CHECK FUEL PRESSURE MONITOR PIDS, MODE 6 AND POWER BAL NO PROBLEM FOUND CONTACTED HOT LINE THEY SUGGESTED TO INSTALL NEW THROTTLE BODY , INSTALLED NEW THROTTLE BODY IN CAR CLEAR KAM AND ROTEST NO CONCERN PRESENT AT THIS TIME

****

B RENTAL
CAUSE: RENTAL
RENTAL RENTAL
999 IP (N/C)
469 IP (N/C)
SUBL 1 DAY RENTAL
PO#176995
IP (N/C)
FC:
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

****

C** CUSTOMER STATES VEHICLE STALLS WHILE DRIVING RESTARTS OK PREVIOUS VISIT CUSTOMER STATES VEHICLE DIED WHILE DRIVING AND WOULD NOT RESTART
1100 REFER TO REPAIR ON LINE A
469 IP (N/C)

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LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC./ENVIRONMENTAL	
TOTAL CHARGES	
DED./DISC./COUPON	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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CUSTOMER #: 3751108

493256

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(603) 625-2540
www.autofair.com

[redacted]

DERRY, NH [redacted]

PAGE 2

[redacted] CONT:N/A
CELL:

SERVICE ADVISOR: 933 CRIS HERNANDEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	10	FORD FOCUS	1FAHP3CN1A[redacted]		3736/3816	T1245

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08DEC09	DD21SEP09		17:00 14JAN10			CASH	14JAN10

R.O. OPENED	READY	OPTIONS:
11JAN10	14JAN10	STK:B800359 DLR:08932 ENG:99N 2.0L DOHC I4 ENGINE TRN:44Z 5-SPD MANUAL TRANSMISSION 1)JMA (More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
		999	IP				(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

****
* SERVICE HOURS *
* MONDAY - FRIDAY *
* 7:30AM TO 9:00PM *
* SATURDAY *
* 7:30AM TO 6:00PM *
****

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LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC./ENVIRONMENTAL	0.00
TOTAL CHARGES	0.00
DED./DISC./COUPON	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

CUSTOMER #: 3751108

493893

INVOICE

[redacted]

DERRY, NH [redacted]

PAGE 1

AUTOFAIR Ford

1475 SO. WILLOW STREET
MANCHESTER, NH 03103
(603) 625-2540
www.autofair.com

SERVICE ADVISOR: 933 CRIS HERNANDEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	10	FORD FOCUS	1FAHP3CN1AW[redacted]		4293/4519	T5985

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08DEC09	DD21SEP09		18:00 20JAN10			CASH	28JAN10

R.O. OPENED	READY	OPTIONS:
19JAN10	28JAN10	STK:B800359 DLR:08932 ENG:99N_2.0L_DOHC_I4_ENGINE TRN:44Z_5-SPD_MANUAL_TRANSMISSION 1)JMA (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST STATES VEHICLE STALLED AND WRENCH LIGHT CAME ON
CAUSE: DIAG CHECK ENGINE LIGHT COME ON AND CAR STALLED WHILE
DRIVING,RETREIVE CLEAR CODES NO CODES IN MEMORY, ROADTEST CAR
FOR STALLING WOULD NOT

1100 1100

469 WF4 (N/C)
1 *GAS* AS NEEDED (N/C)
1 AS4Z*12A650*SC MODULE - ENGINE CONTROL - EEC (N/C)
1 164*R0475* KEY (N/C)
1 *GAS* AS NEEDED (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
8977

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

4519 DIAG CHECK ENGINE LIGHT COME ON AND CAR STALLED WHILE DRIVING,RETREIVE CLEAR CODES NO CODES IN MEMORY, ROADTEST CAR FOR STALLING WOULD NOT STALL, KEPT ROADTESTING AND WHEN DOWN SHIFTING ON HIGHWAY CAR STALLED OUT AND CHECK ENGINE LIGHT CAME ON. RETREIVE CODES P2111 PERFORM PINPOINT TEST PID DATA DISPLAY ROAD TEST, CHECK FUEL PRESSURE ALL TEST PASS CONCERN IS INTERMITANT CONTACTED HOTLINE WAS ADVISED TO RECORD PID DATA USING VDR. CONNECT VDR TO CAR AND ROAD TEST OVER AGAIN TRYING TO DUPLICATE INTERMITANT CONCERN WAS ABLE TO DUPLICATE, RETREIVE CODES AGAING AN GOT A P2122 P2167 AND P2135 AND WHILE WATCHING THE RECORDED VDR INFO PID ACC DROPS OFF WHEN CAR STALLS OUT CONTACTED HOTLINE AGAIN AND THEY SUSPECT PCM OR THROTTLE PEDAL ASSEMBLEY. ORDER NEW PROCESSOR INSTALL IN CAR PROGRAM USING AS BUILT TRY TO PROGRAM PATS FUCTION KEYS BUT RECEIVED ERROR B1677 CLEAR CODES ACCESS PATS MENU AGAIN PERFORM PERAMETR RESET CODE STILL PRESENT.CONTACTED KEY MANUFACTOR TO ENSURE CORRECT KEY WAS USED BECAUSE OUR KEY CHART ONLY GOES TO 2009, CORRECT KEY USED. CONTACTED HOT LINE AGAIN AND SUGGESTED WHEN PROGRAMING NEW PCM USE PART NUMBER INSTEAD OF 4 DIGIT TEAR TAG. REPROGRAMED NEW PCM USING PART NUMBER, ACESS PATS

ARBITRATION REQUIRED BY THIS AGREEMENT: THE PARTIES AGREE THAT INSTEAD OF LITIGATION IN A COURT, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR REPAIR OF THE MOTOR VEHICLE OR TO THIS DOCUMENT OR TO ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE MOTOR VEHICLE SHALL BE SETTLED BY BINDING ARBITRATION AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, UNDER ITS COMMERCIAL ARBITRATION RULES. SUCH ARBITRATION SHALL BE CONDUCTED IN NEW HAMPSHIRE. EACH PARTY WILL PAY THEIR OWN COSTS, ANY JUDGEMENT RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC./ENVIRONMENTAL	
TOTAL CHARGES	
DED./DISC./COUPON	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

CUSTOMER #: 3751108

493893

INVOICE

[redacted]

DERRY, NH [redacted]

PAGE 2

AUTOFAIR Ford
1475 SO. WILLOW STREET
MANCHESTER, NH 03103
(603) 625-2540
www.autofair.com

SERVICE ADVISOR: 933 CRIS HERNANDEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	10	FORD FOCUS	1FAHP3CN1AW[redacted]		4293/4519	T5985

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08DEC09 DD	21SEP09		18:00 20JAN10			CASH	28JAN10

R.O. OPENED	READY	OPTIONS:
19JAN10	28JAN10	STK:B800359 DLR:08932 ENG:99N_2.0L_DOHC_I4_ENGINE TRN:44Z_5-SPD_MANUAL_TRANSMISSION 1)JMA (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

FUNCTION MENU PERFORM PERAMETER RESET AND IGNITON KEY CODES EARASE PROGRAM 2 PATS KEYS AND CAR NOW STARTS. ROAD TEST FOR 2 MORE DAYS COULD NOT DUPLICATE CONCERN AND IS NO LONGER PRESENT.

****

3 RENTAL
CAUSE: RENTAL
RENTAL RENTAL
469 WF4 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
8977
SUBL 5 DAYS RENTAL
PO#177556
WF4 (N/C)
FC:

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

****

SERVICE HOURS
MONDAY - FRIDAY
7:30AM TO 9:00PM
SATURDAY
7:30AM TO 6:00PM

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC./ENVIRONMENTAL	0.00
TOTAL CHARGES	0.00
DED./DISC./COUPON	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

CUSTOMER #: 3751108

495991

INVOICE

[redacted]

DERRY, NH [redacted]

PAGE 1

[redacted]

AUTOFAIR Ford

1475 SO. WILLOW STREET
MANCHESTER, NH 03103
(603) 625-2540
www.autofair.com

SERVICE ADVISOR: 933 CRIS HERNANDEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLUE	10	FORD FOCUS	1FAHP3CN1AW[redacted]		7469/7595	TAZEV

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08DEC09 DD	21SEP09		18:00 20FEB10			CASH	24FEB10

R.O. OPENED	READY	OPTIONS:
18FEB10	24FEB10	STK:B800359 DLR:08932 ENG:99N_2.0L_DOHC_I4_ENGINE TRN:44Z_5-SPD_MANUAL_TRANSMISSION 1)JMA (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S VEHICLED STALLED ON HIGHWAY AND WRENCH LIGHT CAME ON
CAUSE: DIAG WRECH LIGHT COMES ON AND CAR STALLS OUT RETERIVE CODES
P2111 PERFORM PINPOINT TEST INTERMITANT CONCERN CALLED HOTLINE
FOR ASSISTANCE
1100 RETRIEVED CODE P2111 FROM COMPUTER, TIGHTEND
WIRE CONNECTION IN WIRING HARNESS AND
CLEARED CODE
469 WF4 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
8977
SUBL EXTRA CHARGE OKAY PER CRIS HERNANDEZ.-B.D.
PO#176340
IRF (N/C)
FC:
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

7595 DIAG WRECH LIGHT COMES ON AND CAR STALLS OUT RETERIVE CODES
P2111 PERFORM PINPOINT TEST INTERMITANT CONCERN CALLED HOTLINE FOR
ASSISTANCE SUGGESTED TO SWAY THOTTLE BODY FROM STOCK UNIT TO TRY ALSO
MONITOR PIDS AND INSTALL FLIGHT RECORDER. PERFORMED ALLTEST SUGGESTED
AND ALSO TIGHTEND CONNECTOR PINS TO TR SENSOR MULTIBLE ROADTEST COULD
NOT DUPLICATE CONCERN ANY LONGER.
****
B** RENTAL
RENTAL RENTAL
469 CF 0.00 0.00
SUBL 1 DAY RENTAL
PO#179506
WF4 (N/C)
FC:
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

ARBITRATION REQUIRED BY THIS AGREEMENT: THE PARTIES AGREE THAT INSTEAD OF LITIGATION IN A COURT, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR REPAIR OF THE MOTOR VEHICLE OR TO THIS DOCUMENT OR TO ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE MOTOR VEHICLE SHALL BE SETTLED BY BINDING ARBITRATION AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, UNDER ITS COMMERCIAL ARBITRATION RULES. SUCH ARBITRATION SHALL BE CONDUCTED IN NEW HAMPSHIRE. EACH PARTY WILL PAY THEIR OWN COSTS, ANY JUDGEMENT RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

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

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC./ENVIRONMENTAL	
TOTAL CHARGES	
DED./DISC./COUPON	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

CUSTOMER #: 3751108

495991

INVOICE

[redacted]

DERRY, NH [redacted]

[redacted]

PAGE 2

AUTOFAIR Ford

1475 SO. WILLOW STREET
MANCHESTER, NH 03103
(603) 625-2540
www.autofair.com

SERVICE ADVISOR: 933 CRIS HERNANDEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	10	FORD FOCUS	1FAHP3CN1AW[redacted]		7469/7595	TAZEV

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
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R.O. OPENED	READY	OPTIONS:
18FEB10	24FEB10	STK:B800359 DLR:08932 ENG:99N_2.0L_DOHC_I4_ENGINE TRN:44Z_5-SPD_MANUAL_TRANSMISSION 1)JMA (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

```
*************************************************
*                SERVICE HOURS                  *
*               MONDAY - FRIDAY                 *
*             7:30AM TO 9:00PM                  *
*                  SATURDAY                     *
*             7:30AM TO 6:00PM                  *
*************************************************
```

AUTOFAIR Ford

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC./ENVIRONMENTAL	0.00
TOTAL CHARGES	0.00
DED./DISC./COUPON	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
1/22/2010 CLOSED	[redacted] CORRESPONDENCE - CORRESPONDENCE	1FAHP3CN1AW[redacted] 1793323649	2010 FOCUS	01
1/12/2010 CLOSED	[redacted] MERGE CASES DUE TO CUSTOMER MERGE	1FAHP3CN1AW[redacted] 1793323649	2010 FOCUS	01
1/12/2010 CLOSED	[redacted] CLP - IN - BUYBACK - NO OBC	1FAHP3CN1AW[redacted] 1793323649	2010 FOCUS	01
12/30/2009 CLOSED	[redacted] ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	1FAHP3CN1AW[redacted] 1793323649	2010 FOCUS	01

Ford Confidential

All Action Details for Issue

Print

VIN: 1FAHP3CN1AW[redacted] **Year:** 2010 **Model:** FOCUS **Case:** 1793323649
Name: MS[redacted] **Owner Status:** Original **WSD:** 2009-12-04
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED **Primary Phone:** [redacted]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED **Secondary Phone:**
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 002607 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 12/30/2009 **Action Time:** 22.02.11.208 **Action Data:** No

Comments DISPATCH COMPLETE

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All Action Details for Issue

Print

VIN: 1FAHP3CN1AW[redacted] **Year:** 2010 **Model:** FOCUS **Case:** 1793323649
Name: MS[redacted] **Owner Status:** Original **WSD:** 2009-12-04
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: CORRESPONDENCE - CORRESPONDENCE **Secondary Phone:**
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CLOSE CONTACT
Dealer: **Origin Desc:** MANUAL - CORRESPONDENCE CSR
Odometer: 3600 MI **Comm Type:** SURVEY
Analyst Name: DOROTHY WILLIAMS (DWILL297) **Analyst:** DWILL297
Action Date: 01/22/2010 **Action Time:** 15.15.15.588 **Action Data:** No

Comments CUSTOMER SAID: SALES SURVEY DATED 12-4-09= HAVE NOTHING BUT PROBLEMS WITH VEH = I HAS CAUSED ME TO ALMOST BE IN 2 ACCIDENTS = IT WAS TOWED INTO THE DLR AND I WAS TREATED WITH DISRESPECT= I AM UNHAPPY WITH DLR AND FMC= I WILL NOT BE PURCHASING A FORD VEHICLE AGAIN **********CRC ADVISED: *** CONCERN ADDRESSED, PER HISTORICS DATED 1-12-10 = CUSTOMER ADVISED OF NEXT STEPS = DOCUMENTING ADDITIONAL CUSTOMER FEEDBACK = NO FURTHER ACTION PROPOSED BY CRC AT THIS TIME

Ford Confidential

All Action Details for Issue

Print

VIN: 1FAHP3CN1AW[redacted] **Year:** 2010 **Model:** FOCUS **Case:** 1793323649
Name: MS[redacted] **Owner Status:** Original **WSD:** 2009-12-04
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: MERGE CASES DUE TO CUSTOMER MERGE **Secondary Phone:**
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CASES MERGED - SEE COMMENTS FOR DATA
Dealer: **Origin Desc:** SYSTEMS TEAM
Odometer: **Comm Type:** OTHER
Analyst Name: **Analyst:** SYSTEM
Action Date: 01/12/2010 **Action Time:** 23.30.26.251 **Action Data:** No

Comments MERGED CASE NO = 0399940120

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All Action Details for Issue

Print

VIN: 1FAHP3CN1AW[redacted] **Year:** 2010 **Model:** FOCUS **Case:** 1793323649
Name: MS[redacted] **Owner Status:** Original **WSD:** 2009-12-04
Symptom Desc: LOSS OF POWER ACCELERATION ALL ENGINE TEMP **Primary Phone:** [redacted]
Reason Desc: CLP - IN - BUYBACK - NO OBC **Secondary Phone:**
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: TIER ONE CLOSE ISSUE
Dealer: 08932 AUTOFAIR FORD, LP **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 3600 MI **Comm Type:** PHONE
Analyst Name: WEBER, EMILY **Analyst:** EWEBER19
Action Date: 01/12/2010 **Action Time:** 11.06.34.903 **Action Data:** No

Comments -CUST SAYS:-VEH IS CURRENTLY WITH AUTOFAIR FORD -WHEN DRIVING ON THE HIGHWAY THE VEH WILL COMPLETELY DIE-FIRST TIME HAPPENED ON 12/29/09 AND THEN AGAIN 1/10/10-HAD TOWED TO DLR-CUST FEELS LIKE THE VEH IS UNSAFE -DLR HAS BEEN RUDE AND DISRESPECTFUL -THEY MAKE IT FEEL LIKE IT IS AN INCONVENIENCE -SEEKING FOR BUYBACK-AUTOFAIR FORD, LP1475 S WILLOW STREETMANCHESTER NH 03103 (866) 499-5616-GEORGE G/M -FORD WILL NOT REPLACE YOUR VEHICLE. IF YOU HAVE MECHANICAL CONCERNS THAT ARE NOT RESOLVED, WE SUGGEST YOU CONTACT YOUR LOCAL FORD OR LINCOLN-MERCURY DEALERSHIP TO REPAIR THE VEHICLE.-CCR ADVISED CUST:-PHRASEOLOGY

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[redacted]

[redacted]

BEGINNING OF CONTACT
02/03/2011 VOICE OF THE CUSTOMER TRACKING SYSTEM 07.56.05

		OGC ISSUE		CASE NBR:	800032090.
REGION:	N1 NEW YORK	ZONE: A03		OPENED:	2011/02/02
VIN:	2FMDK3JC3ABE[redacted]	ENGINE: C	VEH TYPE: T	CLOSED:	2011/02/02

LAST NAME:	[redacted]			STATUS:	CLOSED
TITLE:	MRS	FIRST NAME:	[redacted]	MI:	M
ADDRESS:	[redacted]				
CITY:	NORTH BERGEN	STATE:	NJ	ZIP:	07047
HOME PHONE:	[redacted]				
MODEL YEAR:	2010	MODEL:	EDGE		
MILEAGE:					
DEALER NAME:	MANHATTAN FORD LINC-	SALES CODE:	F13010	P & A:	04013
REASON CODE:	0772 LEGAL - ACCIDENT				
SYMPTOMS:	614500 LOSS OF POWER ACCELERATION				

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: BMILL185 MILLER, BRITNEY

DATE: 2011/02/02 TIME: 11.12.05 :
ACTION DATA/COMMENTS:

CUSTOMER SAID: -VEH WAS SHUT DOWN AND LOSS POWER-WHILE CUST DAUGHTER WAS DRIVING -ACCIDENT HAPPENDED 1/31/2011-NO INJURIES-80TH AND KENNEDY IN NORTH BERGEN,NJ-YES-CUST HASNT PICKED UP POLICE REPORT YET, BUT WILL BE 1/3/2011-NORTH BERGEN,NJ NO POLICE REPORT NUMBER YET-CUST WILL BE FILING A CLAIM WITH INSURANCE COMPANY, BUT CUSTPLANS ON CALLING THEM-N/A-CUST IS NOT POSITIVE IF VEH IS REPAIRABLE, BUT SHE HOPES SOFRONT PASSENGER SIDE DOOR AND BUMPER TOWARDS THE FRONT IS DENTED, CUST CAN NOT OPEN PASSENGER SIDE DOOR-NO-CUST SEEKING SERVICE REPAIR-CUST STATES THAT THIS IS NOT THE FIRST TIME VEH HAS LOST POWER AND IT IS A DEFECTDEALER SAID: MANHATTAN FORD LINCOLN - MERCURY787 11TH AVE. BETWEEN 54 & 55NEW YORK NY 10019(866) 656-8558CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE.-VEH IS LOCATED WITH THE CUST-ADDRESS INFO IS CORRECT-CUST HAS NOT SUBMITTED IN CLAIM WITH INSURANCE COMPANY AND WILL NOT -CUST WILL WAIT FOR NEXT STEP FROM OGC

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: BMILL185 MILLER, BRITNEY

DATE: 2011/02/02 TIME: 11.12.09 :
ACTION DATA/COMMENTS:

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CONSUMER AFFAIRS 02/03/2011 FAXOGC2 CONFIDENTIAL

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
2/2/2011 CLOSED	[redacted] LEGAL - ACCIDENT	2FMDK3JC3AE[redacted] 800032090	2010 EDGE	10
7/28/2010 CLOSED	[redacted] ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	2FMDK3JC3AE[redacted] 800032090	2010 EDGE	01

Ford Confidential

All Action Details for Issue

Print

VIN: 2FMDK3JC3AE[redacted] **Year:** 2010 **Model:** EDGE **Case:** 800032090
Name: MRS [redacted] **Owner Status:** Original **WSD:** 2010-04-17
Symptom Desc: LOSS OF POWER ACCELERATION **Primary Phone:** [redacted]
Reason Desc: LEGAL - ACCIDENT **Secondary Phone** [redacted]
Issue Type: 10 OGC **Issue Status:** CLOSED

Action: ADVISE CUSTOMER INFO WILL BE SENT TO OGC
Dealer: 04013 MANHATTAN FORD LINC-MERC INC **Origin Desc:** US CONCERN CASE BASE
Odometer: 4000 MI **Comm Type:** PHONE
Analyst Name: MILLER, BRITNEY **Analyst:** BMILL185
Action Date: 02/02/2011 **Action Time:** 11.12.05.512 **Action Data:** No

Comments CUSTOMER SAID: -VEH WAS SHUT DOWN AND LOSS POWER-WHILE CUST DAUGHTER WAS DRIVING - ACCIDENT HAPPENDED 1/31/2011-NO INJURIES-80TH AND KENNEDY IN NORTH BERGEN,NJ-YES-CUST HASNT PICKED UP POLICE REPORT YET, BUT WILL BE 1/3/2011-NORTH BERGEN,NJ NO POLICE REPORT NUMBER YET-CUST WILL BE FILING A CLAIM WITH INSURANCE COMPANY, BUT CUSTPLANS ON CALLING THEM-N/A-CUST IS NOT POSITIVE IF VEH IS REPAIRABLE, BUT SHE HOPES SOFRONT PASSENGER SIDE DOOR AND BUMPER TOWARDS THE FRONT IS DENTED, CUST CAN NOT OPEN PASSENGER SIDE DOOR-NO-CUST SEEKING SERVICE REPAIR-CUST STATES THAT THIS IS NOT THE FIRST TIME VEH HAS LOST POWER AND IT IS A DEFECTDEALER SAID: MANHATTAN FORD LINCOLN - MERCURY787 11TH AVE. BETWEEN 54 & 55NEW YORK NY 10019(866) 656-8558CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE.-VEH IS LOCATED WITH THE CUST-ADDRESS INFO IS CORRECT-CUST HAS NOT SUBMITTED IN CLAIM WITH INSURANCE COMPANY AND WILL NOT -CUST WILL WAIT FOR NEXT STEP FROM OGC

Action: ADVISE CUSTOMER INFO WILL BE SENT TO OGC
Dealer: 04013 MANHATTAN FORD LINC-MERC INC **Origin Desc:** US CONCERN CASE BASE
Odometer: **Comm Type:** PHONE
Analyst Name: MILLER, BRITNEY **Analyst:** BMILL185
Action Date: 02/02/2011 **Action Time:** 11.12.09.028 **Action Data:** No

Comments DEALER SAID: MANHATTAN FORD LINCOLN - MERCURY787 11TH AVE. BETWEEN 54 & 55NEW YORK NY 10019(866) 656-8558CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE.

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New Jersey Police Crash Investigation Report

Page 1 of 2 | ☐ Fatal | ☐ Reportable | ☐ Non-Reportable | ☐ Hit & Run

1 Case Number: H-2006825
2 Police Dept of: North Bergen — Code: 01
3 Station/Precinct: 1100 6825
4 Date of Crash (mm dd yy): 03 31 11
5 Day of Week: Su (M) Tu W Th F Sa
6 Time (use 2400 hrs): 1720
7 Municipality Code: 0908
8 Total Killed
9 Total Injured
10 Crash Occurred On: 12th 86th Street — Road Name — Dir
11 Super Loc: 215
12 Route No — Suffix — 13 Milepost
14 ☐ At Intersection with ☐ Feet ☐ Miles
15 ☐ N ☐ E ☐ S ☐ W of
16
17 Cross Road Name
18 Speed Limit
19 ☐ To: ☐ Ramp ☐ From
20 Route/Name
21 Latitude
22 Longitude
☐ NB ☐ EB ☐ SB ☐ WB

23 Veh No: 1 — 24 Policy No: 985955887 105 1 — 25 Ins Code: 903
☐ Parked ☐ Ped ☐ Pedalcyclist ☐ Resp to Emergency ☐ Hit & Run

53 Veh No — 54 Policy No — 55 Ins Code
☐ Parked ☐ Ped ☐ Pedalcyclist ☐ Resp to Emergency ☐ Hit & Run

[redacted]
29 Sex: F — 30 Eyes: BR
26 City: North Bergen — State: NJ — [redacted]

56 Driver's First Name — Initial — Last Name — 59 Sex
57 Number and Street — 60 Eyes
58 City — State — Zip

31 State — 32 Drivers License No — 33 DOB mm dd yy — 34 Expires mm yy
61 State — 62 Drivers License No — 63 DOB mm dd yy — 64 Expires mm yy

[redacted]

35 Owner's First Name — Initial — Last Name
☐ Same As Driver
36 Number and Street: [redacted]
37 City: Atlanta — State: GA — [redacted]

65 Owner's First Name — Initial — Last Name
☐ Same As Driver
66 Number and Street
67 City — State — Zip

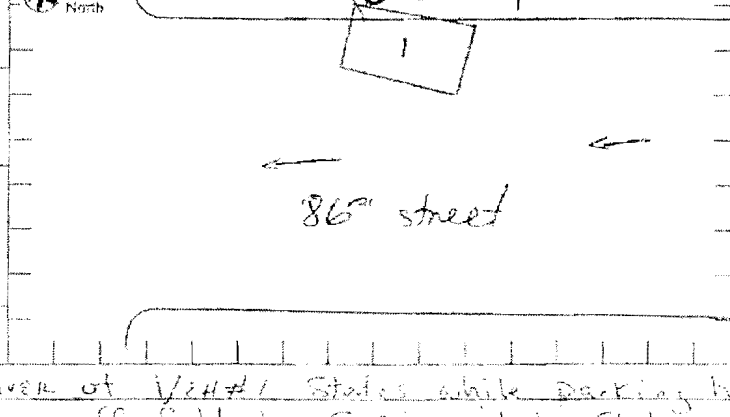
38 Make: Ford — 39 Model: Wagon — 40 Color: BK — 41 Year: 10 — 42 Plate No: [redacted] — 43 State: NJ
68 Make — 69 Model — 70 Color — 71 Year — 72 Plate No — 73 State

44 VIN: 2FMDK3JC3AS[redacted] — 45 Expires: 4/13
74 VIN — 75 Expires

46 Vehicle Removed To: ☐ Driver ☐ Left at Scene ☐ Towed ☐ Impound ☐ Disabled — 47 Authority: ☐ Owner ☐ Driver ☐ Police
76 Vehicle Removed To: ☐ Driver ☐ Left at Scene ☐ Towed ☐ Impound ☐ Disabled — 77 Authority: ☐ Owner ☐ Driver ☐ Police

48 Alcohol/Drug Test: Given ☐ No ☐ Yes ☐ Refused — Type ☐ Breath ☐ Blood ☐ Urine — Results 0.___ % ☐ Pending
49 Hazardous Material: On Board ☐ — Spill ☐ — Name or Placard No
50 Carrier No ☐ USDOT ☐ Other
51 Commercial Vehicle Weight: ☐ ≤ 10,000 lbs ☐ 10,001 - 26,000 lbs ☐ ≥ 26,001 lbs
52 Carrier name

154 Crash Diagram (NOT TO SCALE) — Indicate North



78 Alcohol/Drug Test: Given ☐ No ☐ Yes ☐ Refused — Type ☐ Breath ☐ Blood ☐ Urine — Results 0.___ % ☐ Pending
79 Hazardous Material: On Board ☐ — Spill ☐ — Name or Placard No
80 Carrier No ☐ USDOT ☐ Other
81 Commercial Vehicle Weight: ☐ ≤ 10,000 lbs ☐ 10,001 - 26,000 lbs ☐ ≥ 26,001 lbs
82 Carrier name

155 Crash Description: Driver of Veh #1 stated while parking her vehicle the vehicle turn off suddenly causing it to slide into the pole causing damage to the front passenger side of her vehicle. There was no damage to the pole. No injuries and Driver was fully insured.

156 Damage To Other Property: None

Oper 1 — 137 Charge: Not Charged — ☐ Multiple Charges
138 Summons No — Oper — 139 Charge — ☐ Multiple Charges — 140 Summons No

141 Officer's Signature — 142 Badge No: 133 — 143 Reviewed By — Badge No — 144 Case Status: ☐ Pending ☐ Complete

	84	85	86	87	88	89	90	91	92	93	94	95	Names & Addresses of Occupants – If Deceased Date & Time of Death
A	1	2			18	F				04	04		Driver of Veh #1
B													
C													
D													
E													

NJTR-1 (Rev. 6)

Police Copy

Road Divided By
01 Barrier Median 02 Curbed Median 03 Grass Median 04 Planted Median 05 None

Temporary Traffic Control Zone
01 None 02 Construction Zone 03 Maintenance Zone 04 Utility Zone 05 Incident Zone

Light Condition
01 Daylight 03 Dusk 05 Dark (no street lights) 07 Dark (street lights on, spot)
02 Dawn 04 Dark (street lights off) 06 Dark (street lights on, continuous)

Road System
01 Interstate 03 State/Interstate Authority 05 County 07 Municipal 09 Private Property
02 State Highway 04 State Park or Institution 06 Co Auth. Park or Inst 08 Mun Auth. Park or Inst 10 US Govt Property

Road Character
01 Straight and Level 03 Straight at Hillcrest 05 Curve and Grade
02 Straight and Grade 04 Curve and Level 06 Curve at Hillcrest

Road Surface Type
01 Concrete 02 Blacktop 03 Gravel 04 Steel Grid 05 Dirt

Road Surface Condition
01 Dry 02 Wet 03 Snowy 04 Icy 05 Slush 06 Water (Standing/Moving) 07 Sand, Mud, Dirt 08 Oil

Environmental Condition
01 Clear 03 Snow 05 Overcast 07 Blowing Snow 09 Severe Crosswinds
02 Rain 04 Fog/Smog/Smoke 06 Sleet/Hail/Freezing Rain 08 Blowing Sand/Dirt

Total Number of Motor Vehicles Involved in Crash

Crash Type

with Other MV as First Event
01 Same Direction (Rear End)
02 Same Direction (Side Swipe)
03 Right Angle
04 Opposite Direction (Head On, Angular)
05 Opposite Direction (Side Swipe)
06 Struck Parked Vehicle
07 Left Turn / U Turn
08 Backing
09 Encroachment

with Below as First Event
10 Overturned
11 Fixed Object
12 Animal
13 Pedestrian
14 Pedalcyclist
15 Non-fixed Object
16 Railcar vehicle

Oversize/Overweight Permit ? (Comm Veh Only)
01 Yes 02 No

Vehicle Type **Passenger Vehicles (01-19)**
01 Car/Station Wagon/Minivan
02 Passenger Van (< 9 Seats)
03 Cargo Van (10K lbs or less)
04 Sport Utility Vehicle
05 Pickup
06 Recreational Vehicle
07 All Terrain Vehicle
08 Motorcycle
09 (reserved)
10 any previous w/Trailer
11 Moped
12 Streetcar/Trolley
13 Pedalcycle
19 Other Pass Vehicle

Trucks / Bus (20-30)
20 Single Unit (2 axle)
21 Single Unit (3+ axle)
22 Light Truck w/Trailer
23 Single Unit Truck w/Trailer
24 Truck Tractor (Bobtail)
25 Tractor Semi-Trailer
26 Tractor Double
27 Tractor Triple
29 Other Truck
30 Bus / Large Van (9 or more Seats)

Vehicle Use
01 Personal
02 Business/Commerce
03 Government
04 Responding to Emergency
05 Machinery in Use

Special Function Vehicles
01 Work Equipment *
02 Police
03 Military
04 Fire/Rescue
05 Ambulance
06 Taxi/Limo
07 Veh Used as School Bus
08 Veh Used as Other Bus
09 School Bus
10 Transit Bus
11 Other Bus
12 Veh Used as Snowplow
13 Vehicle Towing Another Veh

Cargo Body Type (Comm Veh Only)
01 Bus (9-15 seats)
02 Bus (> 15 seats)
03 Van/Enclosed Box
04 Cargo Tank
05 Flatbed
06 Dump
07 Concrete Mixer
08 Auto Transporter
09 Garbage/Refuse
10 Hopper (grain,gravel,chips)
11 Pole (trailer)
12 Intermodal Chassis
13 No Cargo Body

Direction of Travel of Vehicle
01 North 02 East
03 South 04 West

Location of Most Severe Physical Injury
01 Head
02 Face
03 Eye
04 Neck
05 Chest
06 Back
07 Shoulder / Upper Arm
08 Elbow / Lower Arm / Hand
09 Abdomen / Pelvis
10 Hip / Upper Leg
11 Knee / Lower Leg / Foot
12 Entire Body

Which Vehicle Occupied
1 Vehicle 1 B Pedalcycle
2 Vehicle 2 P Pedestrian O Other

Position In/On Vehicle
01 Driver 02 thru 09 Passengers
10 Cargo Area 11 Riding/Hanging on Outside

Ejection From Vehicle
01 Not Ejected 03 Ejected
02 Partial Ejection 04 Trapped

Victim's Physical Condition
01 Killed
02 Incapacitated
03 Moderate Injury
04 Complaint of Pain

Type of Most Severe Physical Injury
01 Amputation
02 Concussion
03 Internal
04 Bleeding
05 Contusion/Bruise/Abrasion
06 Burn
07 Fracture / Dislocation
08 Complaint of Pain

Refused Medical Treatment 1 Yes 2 No

Safety Equipment
01 None
02 Lap Belt
03 Harness
04 Lap Belt & Harness
05 Child Restraint
06 Helmet
07 (reserved)
08 Airbag
09 Airbag & Seatbelts
10 Safety Vest (Ped only)

Airbag Deployment
01 Front 07 Other
02 Side 08 Multiple

Age Sex Avail Used Hosp Code

State of New Jersey Police Crash Investigation Report NJTR-1

Use Code 00 for Unknown.

Use Code 99 for Other.

Explain Other in Crash Description

Also, Explain Items Marked with asterisk (*) in Crash Description

If an Item Does Not Apply, Enter a Dash (-)

NOTE:
Boxes 1 - 7 must be completed for all pages of the report.

Boxes 8-22 and 96-105 are only required on page 1 of the report.

All other information is completed as necessary.

Websites for :

Crash References -
http://www.state.nj.us/transportation/refdata/accidents/policeres/shtm

Insurance Codes -
5 digit NAIC - http://www.nj.gov/dobi/data/inscomp.htm
3 digit MVC - http://www.state.nj.us/mvc/numeric.pdf

Hospital Codes
- http://www.state.nj.us/health/ems/index.html

Overlay Page 1 of 2

98 Other (This category encompasses all other categories of single and multi vehicle crashes that are not defined above. It also includes, but are not limited to, all other miscellaneous events such as: immersion, cargo loss, separation of units, fire/explosion, and run-off road incidents (whereby damage is caused to the vehicle, but nothing else was physically struck during or following the act of leaving the highway)
99 Unknown

State of New Jersey Police Crash Investigation Report NJTR-1

Use Code 00 for Unknown

Use Code 99 for Other.

Explain Other in Crash Description

Also, Explain Items Marked with asterisk (*) in Crash Description

If an Item Does Not Apply, Enter a Dash (-)

Apparent Contributing Circumstances

Driver/Pedalcyclist Actions (01 - 29)
01 Unsafe Speed
02 Driver Inattention *
03 Failed To Obey Traffic Control Device
04 Failed To Yield ROW to Vehicle/Peds
05 Improper Lane Change
06 Improper Passing
07 Improper Use/Failed to Use Turn Signal
08 Improper Turning
09 Following Too Closely
10 Backing Unsafely
11 Improper Use/No Lights
12 Wrong Way
13 Improper Parking
14 Failure To Keep Right

25 None

29 Other Driver/Pedalcyclist Action

Vehicle Factors (31 - 49)
31 Defective Lights *
32 Brakes *
33 Steering *
34 Tires *
35 Wheels *
36 Windows/ Windshield *
37 Mirrors *
38 Wipers *
39 Veh Coupling/Hitch/Safety Chains *

49 Other Vehicle Factor

Road / Environ Factors (51 - 69)
51 Road Surface Condition *
52 Obstruction/Debris In Road *
53 Ruts, Holes, Bumps *
54 Control Device Defective or Missing *
55 Improper Work Zone *
56 Physical Obstructions (viewing, etc) *
57 Animals in Roadway *
58 Improper/Inadequate Lane Markings *
59 Sunglare *

69 Other Roadway Factors

Pedestrian Factors (71 - 89)
71 Failed To Obey Traffic Control Device
72 Crossing Where Prohibited — Veh 1 118a
73 Dark Clothing/Low Visibility to Driver
74 Inattentive *
75 Failure to Yield ROW — Veh 1 118b
76 Walking on Wrong Side of Road
77 Walking in Road When Sidewalk Present
78 Running/Darting Across Traffic — Veh 2 119a

85 None — Veh 2 119b

89 Other Pedestrian Factors

Apparent Physical Status
01 Apparently Normal — Veh 1 120
02 Alcohol Use
03 Drug Use (Illicit) * — Veh 2 121
04 Medication *
05 Alcohol & Drug/Medication Use *
06 Physical Handicaps
07 Illness
08 Fatigue
09 Fell Asleep

Cell Phone In Use By Driver — Veh 1 122
01 Handheld
02 Hands Free — Veh 2 123

Vehicle / Pedalcyclist Action (01-29)
01 Going Straight Ahead
02 Making Right Turn (not turn on red)
03 Making Left Turn
04 Making U Turn
05 Starting From Parking
06 Starting In Traffic
07 Slowing or Stopping
08 Stopped in Traffic
09 Parking
10 Parked
11 Changing Lanes
12 Merging/Entering Traf Lane
13 Backing
14 Driverless / Moving
15 Passing
16 Negotiating Curve
17 Driving on Shoulder
18 Right Turn on Red
29 Other Veh/Cyclist Action *

Pedestrian Action (31-49)
31 Pedestrian Off Road
32 Walking To/From School
33 Walking/Jogging with Traffic
34 Walking/Jogging Against Traffic
35 Playing in Road
36 Standing/Lying/Kneeling in Road
37 Getting On/ Off Vehicle
38 Pushing/Working on Vehicle
39 Other Working in Roadway
40 Approaching/Leaving Schoolbus
41 Coming From Behind Parked Veh.
42 (reserved)

Pre-Crash Action — Veh 1 124
At Intersection
43 Crossing at "marked" Crosswalk
44 Crossing at "unmarked" Crosswalk — Veh 2 125
At Mid-Block
45 Crossing at "marked" Crosswalk
46 Crossing / Jaywalking

49 Other Pedestrian Action *

Traffic Controls — Veh 1 126
01 Police Officer
02 RR Watchman, Gates, etc
03 Traffic Signal
04 Lane Markings
05 Channelization - Painted
06 Channelization - Physical
07 Warning Signal
08 Stop Sign
09 Yield Sign
10 Flagman
11 No Control Present
12 Flashing Traffic Control
13 School Zone (Signs/Controls)
14 Adult Crossing Guard — Veh 2 127

Eye Color (box 30, 60)
1 - Black 4 - Blue
2 - Brown 5 - Hazel
3 - Gray 6 - Green
7, 8, and 9 = Other

Vehicle Color Codes (box 40, 70)

Beige	BG
Black	BK
Blue	BL
Brown	BN
Coral	CL
Cream	CM
Gold	GD
Gray	GY
Green	GN
Maroon	MN
Orange	OG
Pink	PK
Purple	PL
Red	RD
Silver	SL
Tan	TN
Turquoise	TQ
White	WT
Yellow	YL

Sequence of Events *(select up to 4 for each vehicle)*

Non Collision (01 - 19)
01 Overturn / Rollover
02 Fire / Explosion
03 Immersion
04 Jackknife
05 Ran Off Road - Right
06 Ran Off Road - Left
07 Crossed Median / Centerline
08 Downhill Runaway
09 Cargo / Equipment Loss or Shift
10 Separation of Units
11 Fell / Jumped From Vehicle
12 Thrown / Falling Object
13 Equipment Failure

19 Other Non Collision

Collision w/ Person, MV, or Non-Fixed Object (21 - 39)
21 Pedalcyclist
22 Pedestrian
23 Train / Trolley / Other Railcar
24 Deer
25 Other Animal
26 MV in Transport
27 MV in Transport Other Roadway
28 Parked MV
29 Work Zone or Maint. Equipment
30 Struck By Object Set In Motion By MV

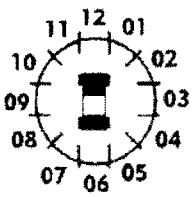
39 Other Non Fixed Object

Collision w/ Fixed Object (41 - 69)
41 Impact Attenuator / Crash Cushion
42 Bridge Overhead Structure
43 Bridge Pier or Support
44 Bridge Parapet End
45 Bridge Rail
46 Guardrail Face
47 Guardrail End
48 Concrete Traffic Barrier
49 Other Traffic Barrier
50 Traffic Sign Support
51 Traffic Signal Standard
52 Utility Pole
53 Light Standard
54 Other Post, Pole, Support
55 Culvert
56 Curb
57 Ditch
58 Embankment
59 Fence
60 Tree
61 Mailbox
62 Fire Hydrant
69 Other Fixed Object

Veh 1 Events
1st 128a
2nd 128b
3rd 128c
4th 128d

Veh 2 Events
1st 129a
2nd 129b
3rd 129c
4th 129d

Clockpoint Diagram



13 Roof
14 Undercarriage
15 Overturned
17 None Visible

Vehicle Impact Area
Initial Impact — Veh 1 130
Principal Damage — Veh 1 131
Initial Impact — Veh 2 132
Principal Damage — Veh 2 133

Overlay Page 2 of 2

[redacted]

CT Corporation

Service of Process Transmittal

02/14/2013
CT Log Number 522140178

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

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] and A&B Asphalt Sealing Co., Inc., Pltfs. vs. Ford Motor Company, et al., Dfts.
DOCUMENT(S) SERVED:	Summons, Notice and Order, Declaration, Cover Sheet, Instructions, Complaint
COURT/AGENCY:	Sacramento County - Superior Court - Sacramento, CA Case # 34201300138887
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - Defective 2010 Ford F-150, VIN:1FTFW1EV4AF[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 02/14/2013 at 16:16
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service
ATTORNEY(S) / SENDER(S):	Jon P. Jacobs Law Offices of Jon P. Jacobs 3031 Stanford Ranch R., #2-150 Rocklin, CA 95765 916-663-6400
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day , 794759939660 Image SOP Email Notification, Chris Dzbanski cdzbansk@ford.com
SIGNED:	C T Corporation System
PER:	Nancy Flores
ADDRESS:	818 West Seventh Street Los Angeles, CA 90017
TELEPHONE:	213-337-4615

OGC LIT 2013FEB15 AM11:00

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

2/14/13
3:00

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

FORD MOTOR COMPANY; and DOES ONE through TEN

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

[redacted]

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

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

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

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

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): County of Sacramento
720 Ninth Street
Sacramento, 95814

CASE NUMBER:
(Número del Caso): 34-2013-00138887

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):
Jon P. Jacobs; 3031 Stanford Ranch Rd. # 2-150; Rocklin, CA 95765; ph: (916)663-6400; fax: (916)663-6500

DATE: *(Fecha)* FEB - 8 2013 Clerk, by *(Secretario)* E. MEDINA, Deputy *(Adjunto)*

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

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. [ ] as an individual defendant.
2. [ ] as the person sued under the fictitious name of *(specify)*:
3. [X] on behalf of *(specify)*: Ford Motor Company
   under: [ ] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
   [ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
   [ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
   [ ] other *(specify)*:
4. [X] by personal delivery on *(date)*: 2/14/13

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

American LegalNet, Inc.
www.FormsWorkflow.com

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO STREET ADDRESS: 720 Ninth STREET MAILING ADDRESS: 720 Ninth STREET CITY AND ZIPCODE: Sacramento, CA 95814-1311 BRANCH NAME: Gordon D Schaber Courthouse PHONE NUMBER: (916) 874-5522	*FOR COURT USE ONLY*
SHORT TITLE: Breault vs. A&B Asphalt Sealing Co Inc	
NOTICE OF CASE MANAGEMENT CONFERENCE AND ORDER TO APPEAR	CASE NUMBER: 34-2013-00138887-CU-BC-GDS

Hearing Date

The above entitled action has been set for a case management conference at 08:30 AM on 07/25/2013 in Department 39 in accordance with California Rules of Court 212. You must be familiar with the case and fully prepared to participate effectively in the case management conference.

Case Management Statement

All parties must file and serve a case management statement at least 15 calendar days before the case management conference. Parties are encouraged to file a single joint case management statement.

Minimum Requirements
Prior to the filing of the case management statement, the parties should have done the following:
-Served all parties named in the complaint within 60 days after the summons has been issued
-Ensured that all defendants and cross-defendants have answered, been dismissed, or had their defaults entered
-Met and conferred with all parties as required by CRC 212 (f) to discuss and resolve issues set forth therein.

Tentative Ruling
Following its review of the case management statement(s), the court may determine that a case management conference is not necessary.
To determine whether an appearance is required, the parties must check the court's tentative rulings after 2:00 p.m. on the Court day before the Thursday calendar by accessing the court's internet website at www.saccourt.ca.gov

Case Management Orders
At the case management conference, the court will consider whether the case should be ordered to judicial arbitration or referred to other forms of Alternative Dispute Resolution. Whether or not a case management conference is held, the court will issue a case management order shortly after the scheduled conference date.

Service of Case Management Notice
Unless otherwise ordered by the court, plaintiff shall serve a copy of this notice on any party to the complaint appearing after the court issued this notice. The cross-complainant shall have the same obligation with respect to the cross-complaint.

Certification Filed In Lieu of Case Management Statement
If parties in the action file a certification on a form provided by the court at least 15 calendar days prior to the date of the case management conference that the case is short cause (five hours or less of trial time), that the pleading stage is complete and that the case will be ready for trial within 60 days, the case will be exempted from any further case management requirements and will be set for trial within 60-120 days. The certification shall be filed in lieu of a case management statement.

PE13-003 000131LCPV

Compliance
Failure to comply with this notice or to appear at the case management conference may result in the imposition of sanctions (including dismissal of the case, striking of the answer, or payment of money).

Continuances
Case management conference will not be continued except on a showing of good cause. If your case management conference is continued on motion or by the court on its own motion all parties shall file and serve a new case management statement at least 15 calendar days before the continued case management conference.

Dated: 02/08/2013

David W. Abbott

David W. Abbott, Judge of the Superior Court

Jon P. Jacobs (SBN 205245)
Peter J. McCaffrey (SBN 263584)
LAW OFFICES OF JON JACOBS
3031 Stanford Ranch Rd., #2-150
Rocklin, CA 95765
Telephone: (916) 663-6400
Facsimile: (916) 663-6500

Attorneys for Plaintiffs
JOSEPH BREAULT, and
A & B ASPHALT SEALING CO., INC.

FILED
Superior Court Of California,
Sacramento
01/22/2013
emedina
By_____, Deputy
Case Number:
34-2013-00138887

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

JOSEPH BREAULT, and
A & B ASPHALT SEALING CO., INC.,

Plaintiffs,

v.

FORD MOTOR COMPANY; and DOES ONE through TEN,

Defendants.

Case No.

DECLARATION OF JON P. JACOBS FOR FILING OF COMPLAINT

I, Jon P. Jacobs, declare:

1. I am an attorney at law duly admitted to practice before the courts of the State of California and am the attorney of record for Plaintiff JOSEPH BREAULT, and A & B ASPHALT SEALING CO., INC.

2. The following declaration is made upon my own true knowledge and belief of the events which have occurred in this matter.

3. The Complaint filed concurrently herewith is filed in a proper place for the trial thereof, for the reasons(s) checked below:

☑ This is the county in which the subject matter of the action, or a substantial portion thereof, occurred;

PE13-003 000133LCPV

☐ This is the county in which the person against whom the action is brought resides;

☑ This is the county is which the person against whom the action is brought has its principal place of business or is doing business; and/or

☑ This is the county in which the parties entered into the subject transaction.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Rocklin, California.

Dated: January 17, 2013

LAW OFFICES OF JON JACOBS

By: _____

Jon P. Jacobs
Attorney for Plaintiff
JOSEPH BREAULT, and
A & B ASPHALT SEALING CO., INC

PE13-003 000134LCPV

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Jon P. Jacobs (SBN 205245); Peter J. McCaffrey (SBN 263584)
Law Offices of Jon Jacobs
3031 Stanford Ranch Road # 2-150
Rocklin, CA 95765
TELEPHONE NO.: (916) 663-6400 FAX NO.: (916) 663-6500
ATTORNEY FOR (Name): Plaintiff, Joseph Breault, and A & B Asphault Sealing Co.,

FOR COURT USE ONLY

FILED
Superior Court Of California,
Sacramento
01/22/2013
emedina
By _____, Deputy
Case Number:
CASE NUMBER: 34-2013-00138887

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sacramento
STREET ADDRESS: 720 Ninth Street
MAILING ADDRESS:
CITY AND ZIP CODE: Sacramento, CA 85814
BRANCH NAME: Civil

CASE NAME:
Breault v Ford Motor Company

CIVIL CASE COVER SHEET

[✓] Unlimited (Amount demanded exceeds $25,000)
[ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation

[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

JUDGE:
DEPT:

Items 1–6 below must be completed (see instructions on page 2).

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

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 (16)
- [ ] 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)
- [ ] Rule 3.740 collections (09)
- [ ] Other 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 3.400–3.403)
- [ ] 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 complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   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 postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [✓] monetary b. [✓] nonmonetary; declaratory or injunctive relief c. [✓] punitive
4. Number of causes of action *(specify)*: FIVE
5. This case [ ] is [✓] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: Janauary 17, 2013
Jon P Jacobs
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

RECEIVED JAN 22 2013 CIVIL

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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

PE13-003 000136LCPV

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FILED
Superior Court Of California,
Sacramento
01/22/2013
emedina
By_____, Deputy
Case Number:
34-2013-00138887

DEPARTMENT ASSIGNMENTS
Case Management 39
Law and Motion 53
Minors Compromise 43

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

JOSEPH BREAULT, and
A & B ASPHALT SEALING CO., INC.,

Plaintiffs,

v.

FORD MOTOR COMPANY; and DOES ONE through TEN,

Defendants.

Case No.

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Violations of:

- **Song-Beverly Consumer Warranty Act (Express and Implied Warranties);**
- **Magnuson-Moss Warranty Act (Express and Implied Warranties); and**
- **Breach of Contract**

UNLIMITED JURISDICTION - DAMAGES EXCEED $25,000

Plaintiffs allege:

1. JOSEPH BREAULT, and A & B ASPHALT SEALING CO., INC. ("Plaintiffs") are each a "buyer" as defined in Civil Code § 2981(c) and §1791(b).

2. Defendant FORD MOTOR COMPANY ("Ford") is a duly authorized corporation doing business in Sacramento County, California.

3. Ford is a "manufacturer" and "retail seller" as defined respectively in Civil Code §§ 1791(j) and (l).

4. Ford is a "person" as defined in Civil Code § 1761(c).

5. Ford is a "service contract seller" and/or "service contractor" and/or "service contract administrator" as defined respectively in Civil Code §§ 1791(q), (r), and (p).

6. On August 24, 2010, Plaintiffs purchased a new 2010 Ford F-150, VIN:

PE13-003 000137LCPV

1FTFW1EV4AFB73604 ("Vehicle" or "truck") from Downtown Ford Sales ("Dealer") in Sacramento, California. The Vehicle was sold with a Ford 3 year/36,000 mile bumper to bumper, 7 year/70,000 mile emissions warranty (and other emissions warranties), and a 5 year/60,000 mile powertrain warranty.

7. The Vehicle is a "consumer good" and "consumer product" as defined respectively in Civil Code §§ 1791(a), and 15 U.S.C.A. 2301(1).

8. Plaintiffs' acquisition of the Vehicle is a "transaction" as defined in Civil Code § 1761(e), and a "sale" as defined in Civil Code § 1791(g).

9. Plaintiffs are ignorant of the true names and/or capacities of the Defendants sued herein under the fictitious names DOES ONE through TEN. They are sued herein pursuant to C.C.P. § 474. When Plaintiffs become aware of the true names and/or capacities of these Defendants, Plaintiffs will amend this Complaint to state their true names and capacities.

10. The truck is Plaintiff Mr. Breault's personal vehicle. He drives it for personal use.

11. From the time of purchase until the current the Vehicle has suffered ongoing problems including but not limited to:

Problems	Date	Odo	Days	RO#
Driveability - Clunking noise when slowing down to a stop or on acceleration. Road test and verify gear shirting bump while slowing then accelerating. Checked oasis. Found PCM/TCM update. Performed PCM/TCM re-calibration from AL3P-7Z369-BC to AL3P-BCPCM from AL3A-12A650-DRA to AL3A-EMA. Clear adaptive table and clear TCM/KAM. Retest trans operation.	6/21/11	14,336	1+	459492 Harrold Ford
Maintenance - LOF. Replaced air filter and fuel filter.	07/28/11	17,199	1	506558 Downtown Ford
Driveability - *2nd Repair Attempt* - Customer states when accelerating from a stop or when coming to a stop, vehicle hesitates and bangs into gear. Load tested up. SSM/TSB. Found SSM 21470 for similar concern. Re-test ICAM. Performed adaptive drive cycle. Road tested again and no hesitation felt.	07/28/11	17,199	1	506560 Downtown Ford

PE13-003 000138LCPV

Driveability - *3rd Repair Attempt* - Customer states 3rd time in trans goes in and out of gear when coming to a stop and jerks when on the freeway. Inspected and unable to duplicate concerns. Performed self test and has no DTC;s present. Fluid level is good. Ran oasis and no SSM or TSBs related. Checked for PCM/TCM updates, vehicle already has the latest updates available. Retested again. Trans shifting normal. **Quality Control** - Check/road test after all repairs have been completed. Road tested and verified trans shifts normal for a 6-speed. Felt jerks through downshifting which is normal. No abnormal functions.	09/02/11	20,673	2	508449 Downtown Ford
Driveability - *4th Repair Attempt* - Customer states after last visit, 9/2/11 RO# 508449, trans was ok for one week and then surging came right back, mostly when coming to a stop, the vehicle will lurch back and forth. Inspected and road tested. Contacted hotline for assistance. Unable to verify concern. Self tested and no DTC's. Received hotline assistance. Replaced (*likely meant response*) and states this is normal.	10/10/11	22,716	2	510174 Downtown Ford
Driveability - *5th Repair Attempt* - Customer states while driving the engine stalled and then veered sharply to the right. Customer was able to re-start but stalled again and wrench light was on. EEC test passed. Performed pin point test C-1 for intermittent diagnosis. Monitor IDS on road test with PIDS per category 6. TIP voltage is erratic. Ordered Throttle body. Car apart. Replaced t-body road test ok now.	06/04/12	33,106	2	520241 Downtown Ford
Wipers - Driver side wiper is inop, passenger side works. Inspect for driver wiper arm is inop, found driver's side linkage is broken, need wiper pivot assembly. Remove and replace pivot assy. Reassy and recheck done. **Maintenance** - 5,000 LOF	9/17/12	40,784	4	483997 Harrold Ford

PE13-003 000139LCPV

Driveability - *6th Repair Attempt* - came to stop engine surged then died. Restart - no throttle response for about 45 seconds. Check engine light on. DTE reading wrong. Too low of reading....	10/17/12	42,742	1+	73604 Harrold Ford
Driveability - *7th Repair Attempt* - Customer reports that vehicle has died at stop lights and 1 time when driving. Feel as if the vehicle is running out of fuel. Miles to tank is changing frequently. 300 miles to empty will go to 50 miles to empty on a full tank. Check engine lamp on. Verify check engine light is on. Unable to duplicate stalling concern. EEC test, P0456, P1450. Perform EVAP test, fails test, tank vacuum too low. Perform data logger, manually command purge valve closed, vacuum still going through. Need to replace purge valve and retest. May hve done damage to fuel pump if tank sucked in. Replace purge valve. Customer declined removal of fuel pump for inspection for damage. Clear codes, clear KAM. Re EVAP test, road test, ok.	11/19/12	44,356	5	289026 Future Ford of Sacramento

12. There have been **at least 7 repair attempts to the driveability problems** suffered by this truck, with all problems appearing related to how the truck drives. This same set of problems includes but is not limited to the aforementioned issues in Paragraph No. 10 and: surging; lack of engine response; hesitation; bump feel when slowing or accelerating; stalling while driving; and fuel system problems. Despite the numerous repair attempts this truck continues to suffer from the very same problems.

13. Plaintiffs bought the truck for its reliability, power, driveability, and resale. They chose the Ford over the competition because it was advertised as being the most reliable and having the most torque and horsepower with the largest rated tow capacity in its class. They chose the F-150 because they are known to have better performance, driveability, and reliability. Unfortunately, **it only worked well for less than a year after purchase!** Now it is an unreliable truck which has already experienced at least seven repair attempts to address driveability problems, yet continues to suffer those same problems whenever it wants and without warning.

PE13-003 000140LCPV

Adding to that danger is the fact that when the truck acts up while driving it might stall, thereby exposing Plaintiff Mr. Breault and anyone else on the road near him to the real potential danger of an accident. In fact, once he was driving down Highway 99 when the truck jumped lanes, clunked, then shut off while driving! Plaintiff Mr. Breault reasonably fears for his wife's safety if she ever drives it. The truck's erratic behavior makes it very difficult to drive. All of this has left Plaintiff Mr. Breult robbed of the "Ford Truck" experience he paid for. He is now stuck with a truck he cannot rely on or consistently use.

14. Instead of getting what they paid for Plaintiffs are now stuck with a refurbished truck, unable to use it as much as planned because Plaintiff Mr. Breault reasonably fears it will suffer from the problems listed above and even completely break down leaving him unable to go to work, stranding him and his family or friends, or worse cause a bad accident. There can be no denying the problems with the truck have substantially impaired its use, value, and safety.

15. The problems with the truck cannot be blamed on Plaintiff Mr. Breault. The Repair Orders make clear there is no lack of maintenance and that the problems suffered were caused by mechanical and other defects and nonconformities within the Vehicle itself.

16. The servicing dealers are Ford's agents in the capacity each performs warranty repairs on behalf of and for Ford. It is clear that Ford is unable to fix or repair the Vehicle to conform it to the warranty. So far the repair attempts have been unsuccessful and have focused on the symptoms, not the problems.

17. The problems suffered by the truck are defects in a top of the line vehicle in its class. Plaintiffs could have purchased any number of high end half-ton pickup trucks in this super competitive premium class including a comparably equipped Chevrolet Silverado, GMC Sierra, Dodge Ram, Toyota Tundra, or Nissan Titan, none of which have problems in numbers or type anywhere near what this Vehicle has suffered.

18. Simply, Plaintiffs are paying top dollar and is reasonably entitled to expect great service and a reliable and strong truck capable of acting as safe and reliable transportation. Clearly, the problems suffered are defects and not acceptable in this Vehicle's class.

19. This truck has completely failed to live up to the advertisements and

PE13-003 000141LCPV

representations made by Ford.

20. The continued problems listed in Paragraph No's. 11-13, above, are unacceptable and because of the same this Vehicle would not pass without objection in the trade or in its class.

21. On July 13, 2012, Plaintiffs (this and the following contacts were made through counsel) provided written notification to Ford of the problems suffered by the Vehicle by way of a seven page letter detailing every problem and repair attempt. Within that letter Plaintiffs requested a buyback/refund as well as attorney fees and costs and restitution of all amounts paid toward the Vehicle. This letter was sent by certified return receipt U.S. Mail and also by facsimile.

22. On July 23, 2012, Ford faxed a letter to Plaintiffs asking for documents for its review.

23. The very next day, July 24, 2012, Plaintiffs provided Ford with the requested documents.

24. On August 8, 2012, Ford made a lowball offer, failing to offer to buy back or replace the Vehicle.

25. That same day, August 8, 2012, Plaintiffs emailed Ford to let it know he was not interested in their low offer and within the same letter requested an inspection and repair by Ford.

26. The very next day, August 9, 2012, Ford emailed Plaintiffs to state it believed the truck was driving normally, but increased its low offer by just a little, and continued to fail to offer an inspection, repair, buy back, or replacement, leaving Plaintiffs no real alternative but to file this action.

27. The problems with the truck and Ford's inability to fix things more thoroughly, and its willful refusal to offer a complete repurchase as explained above in Paragraph No's 11-13 have substantially impaired the use, value, and safety of the Vehicle and have caused Plaintiffs to suffer a shaken faith in it and in Ford's willingness and ability to service it under warranty.

FIRST CAUSE OF ACTION
Breach of Express Warranty - Song-Beverly Consumer Warranty Act
Against Ford

28. Plaintiffs incorporate all preceding paragraphs herein.

PE13-003 000142LCPV

29. In connection with the purchase of the Vehicle, Ford provided a 3 year/36,000 mile bumper to bumper, 5 year/60,000 mile powertrain warranty, and a 7 year/70,000 mile emissions warranty (and other emissions warranties) by the terms of which undertook to preserve and maintain the utility and performance of the Vehicle and to provide compensation to the original and any subsequent private party purchaser of Vehicle if there is a failure of utility or performance within said warranty period.

30. The warranty is an express warranty and a written warranty within the meaning defined, respectively, in Civil Code §1791.2 and 15 U.S.C. § 2301(6).

31. The above-described defects, malfunctions, and nonconformities more fully explained above in Paragraph No's 11-13, substantially impair the use, value, and safety of the Vehicle.

32. In the first 18 months and 18,000 miles Plaintiffs owned the Vehicle Ford has been given at least 2 repair attempts and more than 30 days to fix the driveability problems. There can be no doubt Ford is fully aware of these ongoing problems. Clearly, these problems substantially impair the use, value, and safety of the Vehicle. Since these problems suffered by the truck amount to a nonconformity resulting in a condition that is likely to cause death or serious bodily injury, and since there have been at least 2 repair attempts, at least 30 days to repair, and since Plaintiffs at least once directly notified Ford of the problems and need for repair: under Civil Code § 1793.22 (b)(1) and/or (b)(2) and/or (b)(3) Plaintiffs are entitled to and hereby asserts the presumption that Ford has been given a reasonable number of repair attempts and/or days to conform the Vehicle to the warranty.

33. Ford violated Civil Code § 1793.2, subdivision (d)(2) when it breached the express warranty provided by refusing within a reasonable number of attempts to service or repair the Vehicle so as to conform it to the express warranty and again violated this same subsection when it subsequently failed to offer Plaintiffs a complete repurchase or replacement of vehicle including restitution of all money paid out toward the Vehicle, and interest on the same.

34. Under Civil Code § 1793.2(d)(2), Ford must, upon election by Plaintiffs, reimburse the Vehicle's price to Plaintiffs or replace Vehicle with a like vehicle. Plaintiffs

PE13-003 000143LCPV

hereby again revoke acceptance of the Vehicle, rescind the contract, and respectfully demand to be given a complete refund as explained above.

35. Ford violated Civil Code §§ 1793.3 and 1793.4 by failing to commence service and repair within reasonable time, and failing to tender conforming goods within 30 days.

36. Under Civil Code §§ 3287 and/or 3289(a) Plaintiffs are entitled to interest at the contracted for rate on all money paid toward Vehicle from the date of contract and hereby asserts his claim for the same.

37. Plaintiffs notified Ford of the problems suffered by the Vehicle and Ford willfully refused to acknowledge all the repair attempts and failed to service Vehicle and/or remedy the aforementioned problems, as more fully explained above at Paragraph No's 11-13, within a reasonable number of repair attempts and/or within a reasonable amount of time under warranty. The failure of Ford to comply with the express warranty provided was willful in that Ford had actual knowledge of the nonconformities prior to and/or subsequent to Plaintiffs' purchase of Vehicle. Ford knew of its legal duties under the warranty. Subsequent to purchase acquisition of the Vehicle, Ford refused to make necessary repairs under the warranty. Ford has since failed to offer Plaintiffs a complete replacement or refund. For the aforementioned and following reasons, under Civil Code § 1794(c), and/or under Civil Code § 1794(e)(1) [citing Civil Code § 1793.2(d)(2)] Plaintiffs are entitled to a civil penalty of up to 2 times the amount of their damages in addition to such actual damages.

38. Under Civil Code §§ 1794(a), Plaintiffs are entitled to restitution of all consideration given.

39. As a proximate result of said breaches of express warranty, and of said rescission, Plaintiffs have sustained, and continue to sustain incidental and consequential damages, both economic and noneconomic, in the amount of approximately $55,000.00 plus civil penalties and interest, according to proof.

40. Under Civil Code §1794(d), Plaintiffs are entitled to attorney fees and expenses reasonably incurred in connection with this action.

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PE13-003 000144LCPV

SECOND CAUSE OF ACTION
Breach of Implied Warranty - Song-Beverly Consumer Warranty Act
Against Ford

41. Plaintiffs incorporate all preceding paragraphs herein.

42. Ford breached the implied warranties of merchantability and fitness as stated in Civil Code §§ 1791.1; 1792; and 1792.1 in that the defects and nonconformities more fully explained above in Paragraph No's 11-13 make the Vehicle not merchantable, unfit for its ordinary and/or specific purposes, and it would not pass without objection in the trade.

43. Because of the breaches of implied warranties, Plaintiffs again revoke acceptance of the Vehicle and rescind the contract. Under Civil Code §§ 1794(a) Plaintiffs are entitled to restitution of all consideration given.

44. Under Civil Code §§ 3287 and/or 3289(a) Plaintiffs are entitled to interest on all money paid toward Vehicle at the contracted for rate from the date of contract and hereby again asserts his claim for the same.

45. For the reasons stated above in Paragraph No's 10-27, under Civil Code § 1794(c) and/or § 1794(e)(1), Plaintiffs are entitled to a civil penalty of up to 2 times the amount of their damages in addition to the actual damages suffered.

46. The failure of Ford to comply with the implied warranties provided was willful in that it had actual and/or reasonable knowledge of the nonconformities prior to Dealer selling the Vehicle to Plaintiffs, knew of its legal duties under the applicable implied warranty, and subsequently refused to timely make necessary repairs, replacement, or refund. Therefore, under Civil Code § 1794(c) and/or § 1794(e)(1), Plaintiffs are entitled to a civil penalty of up to two times the amount of their actual damages in addition to the actual damages suffered.

47. As a proximate result of said breaches of implied warranties, and of said rescission, Plaintiffs have sustained, and continue to sustain, incidental and consequential damages, both economic and noneconomic in the amount of approximately $55,000.00 plus civil penalties and interest, according to proof.

48. Under Civil Code § 1794(d), Plaintiffs are entitled to attorney fees and expenses reasonably incurred in connection with this action.

PE13-003 000145LCPV

THIRD CAUSE OF ACTION
Breach of Written Warranty--Magnuson-Moss Warranty Act
Against Ford

49. Plaintiffs incorporate all preceding paragraphs herein.

50. Each above-described express warranty constitutes a full written warranty within the meaning of 15 U.S.C. §§ 2301(6) and 2305, whereby Ford affirmed that the Vehicle's material and workmanship are defect-free and would meet a specified level of performance over the term of the warranty. Ford further undertook to refund, repair, replace, or take other remedial action in the event that the vehicle failed to meet the specifications set forth in the warranty.

51. Ford breached the written warranty in that, because of the above-described list within Paragraph No's 11-13 of defects and other malfunctions, the Vehicle's material and workmanship do not conform to the level of performance specified in the warranty and in that Ford refused to refund, repair, replace, or take other remedial action after being notified of the defects by Plaintiffs.

52. Prior to commencing this action, Plaintiffs notified Ford and afforded it a reasonable opportunity to cure the failures and to comply with the terms of the written warranty.

53. Under 15 U.S.C. § 2310(d)(1), Plaintiffs are entitled to the equitable remedies of rescission and restitution. Plaintiffs revoke acceptance of the Vehicle and rescind the contract. Plaintiffs are entitled to restitution of all consideration given.

54. As a proximate result of Ford's breach of written warranty, Plaintiffs have sustained, and continue to sustain damages, both economic and noneconomic, in the approximate amount of $55,000.00.

55. Under 15 U.S.C. § 2310(d)(2), Plaintiffs are entitled to attorney fees and expenses reasonably incurred in connection with this action.

FOURTH CAUSE OF ACTION
Breach of Implied Warranty--Magnuson-Moss Warranty Act
Against Ford

56. Plaintiffs incorporate all preceding paragraphs herein.

57. Under 15 U.S.C. § 2301(7), the breach of the state-law implied warranty of merchantability and fitness for a particular purpose more fully set forth above, also constitutes a

PE13-003 000146LCPV

breach of implied warranty under the Magnuson-Moss Act.

58. Under 15 U.S.C. § 2310(d)(1), and because of said breach of implied warranty, Plaintiffs are entitled to the equitable remedies of rescission and restitution. Plaintiffs revoke acceptance, rescind the contract, and are entitled to full restitution.

59. As a proximate result of Ford's breach of implied warranty, Plaintiffs have sustained, and continue to sustain, damages, both economic and noneconomic, in the approximate amount of $55,000.00.

60. Under 15 U.S.C. § 2310(d)(2), Plaintiffs are entitled to attorney fees and expenses reasonably incurred in connection with this action.

FIFTH CAUSE OF ACTION
Breach of Contract
Against Ford

61. Plaintiffs incorporate all preceding paragraphs herein.

62. Plaintiffs purchased Vehicle pursuant to a sales contract signed on or about August 24, 2010. As a bargained for part of that contract included is/was a Ford 3 year/36,000 mile bumper to bumper, 5 year/60,000 mile drivetrain, and 7 year/70,000 mile emissions warranty (and other emissions warranties) the terms of which Ford undertook to preserve and maintain the utility and performance of the Vehicle and to provide compensation to the original and any subsequent private party purchaser of Vehicle if there is a failure of utility or performance within said warranty period.

63. Plaintiffs held up their end of the contract by taking delivery of the Vehicle, making all the agreed upon payments to date, and by bringing the Vehicle to authorized Ford dealers for repair attempts under warranty.

64. Ford breached the express and/or implied warranty(ies) provided by: providing a warranty shorter in term length than advertised and/or agreed upon at the time of sale, and by refusing within a reasonable number of attempts to service or repair the Vehicle so as to conform it to the express and/or implied warranty(ies) and again breached the contract when it subsequently failed to offer Plaintiffs a repair, repurchase, or replacement of vehicle including restitution of all money paid out toward the Vehicle, and interest on the same.

PE13-003 000147LCPV

65. Since Ford was unable and/or unwilling to conform the Vehicle to the warranty, under the warranty and per California and/or Federal law Ford must, upon election by Plaintiffs, reimburse the Vehicle's price to Plaintiffs or replace Vehicle with a like vehicle. Plaintiffs hereby again revoke acceptance of the Vehicle, rescind the contract, and respectfully request and demand to be given a complete refund as explained above.

66. As a proximate result of Ford's breach of express and/or implied warranty(ies), Plaintiffs have sustained, and continue to sustain, damages, both economic and noneconomic, in the approximate amount of $55,000.00.

67. Ford breached CA Commercial Code § 2315 - the implied warranty of fitness for a particular purpose - since Ford had reason to know the particular purpose the Vehicle would be put to use for.

68. Ford breached CA Commercial Code § 2314 - the implied warranty of merchantability - since Ford is a seller of the type of vehicle at issue and such in fact was not merchantable, unfit for its ordinary and/or specific purposes, and it would not pass without objection in the trade.

69. Under 15 U.S.C. § 2310(d)(2) and any other applicable section Plaintiffs are entitled to attorney fees and expenses reasonably incurred in connection with this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

(1) A declaration that the sales contract is rescinded;

(2) A declaration that Ford has been given a reasonable number of repair attempts and/or days to conform the Vehicle to the warranty.

(3) A complete repurchase of the Vehicle including restitution of all consideration given by Plaintiffs and/or paid out toward the Vehicle.

(4) Penalties on each violation of the Song-Beverly Act and/or Magnuson-Moss Warranty Act in the amount of two times actual damages;

(5) Actual damages of at least $55,000.00 plus interest plus an amount yet to be determined for loss of use, all according to proof.

PE13-003 000148LCPV

(6) Reasonable attorney fees according to proof;

(7) Costs and expenses reasonably incurred in connection with this action; and

(8) Such other relief as the court deems proper.

Dated: January 16, 2013

LAW OFFICES OF JON JACOBS

By: _____

Jon P. Jacobs
Peter J. McCaffrey
Attorneys for Plaintiffs
JOSEPH BREAULT, and
A & B ASPHALT SEALING CO., INC.

PE13-003 000149LCPV

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

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

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	BJJB8009 NHL			**Received:**	10/10/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1EV4AF[redacted]			**Build Date:**	03/02/2010
Odometer :	22,716 M	**Engine:**	5.4L 3V FF	**Calibration:**	AF615R0A
Transmission:	6R80E	**Axle:**	3800F3.73L	**A/C:**	YES
Dealer:	USA 07863 Downtown Ford Sales			**Phone#:**	(916) 442-6931
City:	Sacramento	**State:**	California	**Country :**	USA

Originator: LUIS DELGADILLO

Symptom: 4 42 8 39 ST/RN/MV,MOVING,DOWNSHIFT QUAL ,INTERMITTENT

Status:

VFG: V48 GOOD AUTOMATIC TRANSMISSION

Additional Symptom: 2-1 BUMP

Fix: **Causal Component :**

Condition Code:

Hotliner: AGILL18 **Phone:** **Regn Cd:** W2 San Francisco

Engineering: **Phone:** **TAR:**

Dlr Contact: LUIS DELGADILLO **Phone:** 916 442-6931 **Title Cde:** T

KOEO:
KOEC:
KOER:
Comments:

REPAIR 10/10/2011 12:23PM AGILL18
WEB FORM DATA - CONCERN:CUSTOMER STATES WHEN COMING TO A STOP THE VEHICLE WILL LURCH BACK AND FORTH. DIAGNOSTICS: ROAD TESTED AND MADE SEVERAL STOPS AND WAS UNABLE TO VERIFIY CONDITION. SUSPECT CONCERN MAYBE INTERMITENT. TSB 11-08-12 HAS ALREADY BEEN PERFORMED TWICE BEFORE AND ONLY TEMPORARLY FIXES IT (ACCORDING TO THE CUSTOMER). PARTS REPLACED:NONE TECH QUESTION:HAS THIS CONCERN RETURNED AFTER TSB HAS BEN PERFORMED TO SOME OTHER DEALERS AND IS THERE ANY NEW REPAIR PROCEDURE AVAILABLE? PERHAPS A MAIN CONTROL ISSUE?

RECOMM 10/10/2011 12:23PM AGILL18
LUIS, THIS IS A NORMAL OPERATIONAL CHARACTERISTIC, AS THE RESULT OF ADAPTIVE TRANSMISSION STRATEGY. THE CONCERN YOU DESCRIBE CAN BE CHARACTERISTIC OF THIS TRANSMISSION. HARSH SHIFTS CAN BE CONSIDERED CHARACTERISTIC IN SOME OF OUR NEWER VEHICLES WHEN THE RIGHT CONDITIONS ARE PRESENT. TRANSMISSIONS LIKE THE 6R80 USED IN THIS TRUCK HAVE A VERY HIGH LEVEL OF ADAPTABILITY. SHIFT TIMING AND INTENSITY CAN BE ADJUSTED QUICKLY IN RESPONSE TO DRIVER INPUTS BUT IT CAN ALSO BE LEARNED BASED ON REPEAT DRIVER INPUTS. THERE IS A REFERENCE IN THE VEHICLE OWNER GUIDE, UNDER DRIVING AND AUTOMATIC TRANSMISSION. THE LEARNED BEHAVIOR IS TYPICALLY WHAT LEADS TO UNWANTED HARSH SHIFTS. CERTAIN TYPES OF DRIVING CAN TEACH THE TRANSMISSION TO COMMAND HIGHER PRESSURE IN ANTICIPATION OF A HIGH LOAD OR SUDDEN LOAD CHANGE, SOME OF THE MOST COMMON DRIVING INPUTS TO CAUSE THIS ARE STOP AND GO DRIVING, PULLING A TRAILER, QUICK STOPS FOLLOWED BY HEAVY ACCELERATION AND ROLLING STOPS. THESE SCENARIOS CREATE A COMPLETE LACK OF LOAD ON COAST DOWN OR BRAKING FOLLOWED BY A SUDDEN HIGH LOAD DOWNSHIFT AS THE VEHICLE ACCELERATES, ONCE THE TCM LEARNS THIS BEHAVIOR IT CAN SHIFT

HARD EVEN ON A GENTLE ACCEL OR LOW LOAD ACCEL FROM A STOP. THIS IS NOT AN INDICATION OF FAILURE; THE FIRM SHIFTS ARE ACTUALLY A SELF PRESERVATION MEASURE TO PREVENT SLIPPAGE AND PREMATURE WEAR. IF YOU CLEAR THE VEHICLE KAM AND ADAPTIVE SHIFT STRATEGIES AND THE CONCERN IS GONE FOR A FEW HUNDRED MILES, THE SHIFTS ARE LEARNED AND NO REPAIR IS AVAILABLE. YOU CAN ADVISE THE CUSTOMER ON THE TYPES OF DRIVING THAT LEAD TO THIS AND ASSURE THEM THAT NO DAMAGE IS BEING DONE TO THE TRANSMISSION.

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Requester: MVALLA
Report Summary
Server: ECCWS686

Ford Proprietary, Private

18-Feb-2013
Retention: None

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	CKSDZ016 NHL			**Received:**	11/19/2012
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1EV4AF[redacted]			**Build Date:**	03/02/2010
Odometer :	44,356 M	**Engine:**	5.4L 3V FF	**Calibration:**	AF615R0A
Transmission:	6R80E	**Axle:**	3800F3.73L	**A/C:**	YES
Dealer:	USA 07884 Future Ford			**Phone#:**	(916) 331-7600
City:	Sacramento	**State:**	California	**Country :**	USA

Originator: JEREMY DUBOIS

Symptom: 2 27 Q 68 AID/INFO,WNG IND/MESS/C,ENGINE IMAGE,STAYS ON

Status:

VFG: V29 CHECK ENGINE LIGHT

Additional Symptom: P0456 P1450

Fix: **Causal Component :**

Condition Code:

Hotliner: KSANDE51 **Phone:** 313 317-9378 **Regn Cd:** W2 San Francisco

Engineering: **Phone:** **TAR:**

Dlr Contact: JEREMY DUBOIS **Phone:** 916 834-7585 **Title Cde:** T

KOEO: P0456 P1450
KOEC:
KOER:
Comments:

REPAIR 11/19/2012 05:43PM KEVIN SANDERS MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:CHECK ENGINE LIGHT IS ON. VEHICLE INTERMITTENTLY DIES AT IDLE. DIAGNOSTICS: EEC TEST, EVAP TEST. PARTS REPLACED:NONO TECH QUESTION:I REMEMBER SOMETHING ABOUT THE PURGE VALVES STICKING OPEN, POSSIBLY CAUSING THE TANK TO SUCK IN, AND DAMAGING THE FUEL PUMPS. WAS THIS AN SSM OR TSB? I RAN OASIS, AND NOTHING CAME UP. IS THIS NOT THE YEAR THAT APPLIED TO?

RECOMM 11/19/2012 05:43PM KEVIN SANDERS MSS - FCSD - TECH SVC HOTLINE
JEREMY, IF THE PURGE VALVE STICKS OPEN OR IS COMMANDED OPEN AND THERE IS A RESTRICTED VENT VALVE THE VACUUM COULD CAUSE THE FUEL TANK TO FLEX BENDING THE SENDING UNIT ARM AND SUCK RAW FUEL INTO THE CHARCOAL CANISTER. IF THERE IS RAW FUEL IN THE CHARCOAL CANISTER THE FUEL CAN BE SUCKED INTO THE INTAKE MANIFOLD FLOODING OUT THE ENGINE CAUSING A STALL. SINCE THE PCM IS SETTING A DTC FOR THE EVAP SYSTEM NOT BEING ABLE TO BLEED UP, RECOMMEND INSPECTING THE CHARCOAL CANISTER FOR RAW FUEL, RESTRICTIONS IN THE VENT SYSTEM, OR A STUCK CLOSED VENT VALVE. REPLACE THE CHARCOAL CANISTER AND CLEAN OUT ANY CONTAMINATED LINES IF THERE IS RAW FUEL IN THE CHARCOAL CANISTER. WHEN INSPECTING THE LINES FOR RESTRICTIONS, RECOMMEND ROLLING A MARBLE THROUGH THE LINES. A SPIDER WEB IS ENOUGH TO CAUSE A RESTRICTION AND MAY NOT BE CLEARED OUT WITH COMPRESSED AIR BUT A MARBLE WILL FORCE IT OUT. TO TEST FOR A STICKING PURGE VALVE, RECOMMEND PERFORMING AN EVAPCP TEST WITH THE IDS UNDER THE EVAP SYSTEM TOOLBOX. REPLACE THE PURGE VALVE IF IT IS STICKING. TO TEST THE VENT VALVE, RECOMMEND PERFORMING THE BLEED UP TEST.

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Requester: MVALLA
Report Summary
Server: FCWS686

Ford Proprietary, Private

18-Feb-2013
Retention: None

[redacted]

[redacted]

CT Corporation

Service of Process Transmittal

10/21/2011
CT Log Number 519353568

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

RE: **Process Served in New Jersey**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Summons, Attachment(s), Case Information Statement, Complaint, Jury Demand, Certification(s), Designation, Exhibit(s)
COURT/AGENCY:	Bergen County Superior Court - Law Division, NJ Case # L845011
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Failure to repair and/or correct defects on a 2010 Lincoln MKT, VIN 2LMHJ5AT1AB[redacted]
ON WHOM PROCESS WAS SERVED:	The Corporation Trust Company, West Trenton, NJ
DATE AND HOUR OF SERVICE:	By Process Server on 10/21/2011 at 08:30
JURISDICTION SERVED :	New Jersey
APPEARANCE OR ANSWER DUE:	Within 35 days, not counting the date you received it
ATTORNEY(S) / SENDER(S):	Jacqueline C. Herritt, Esquire Kimmel & Silverman, P.C. Executive Quarters 1930 E. Marlton Pike Suite Q29 Cherry Hill, NJ 08003 856-429-8334
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 795320515510 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	The Corporation Trust Company Lissette Santiago-Rivera 820 Bear Tavern Road 3rd Floor West Trenton, NJ 08628 609-538-1818

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

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

APPENDIX XII- A. SUMMONS

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

Attallah Brightwell Plaintiff(s) vs. **Ford Motor Company** Defendant(s)	SUPERIOR COURT OF NEW JERSEY LAW DIVISION BERGEN COUNTY DOCKET NO. L-8450-11 CIVIL ACTION Summons

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

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

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

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

Jennifer M. Perez
Acting Clerk of the Superior Court Clerk

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HUDSON COUNTY:
Deputy Clerk of the Superior
Court Superior Court, Civil
Records Dept. Brennan Court
House"] st Floor 583 Newark Ave.
Jersey City, NJ 07306

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

HUNTERDON COUNTY:
Deputy Clerk of the Superior Court
Civil Division
65 Park A venue
Flemington, NJ 08822

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTORNEYS FOR PLAINTIFF

ATTALLAH BRIGHTWELL 325 13th St Palisades Park, NJ 07650 v. FORD MOTOR COMPANY C/O The Corporation Trust Company 820 Bear Tavern Road, Suite 350 West Trenton, NJ 08628	SUPERIOR COURT OF NEW JERSEY BERGEN COUNTY CIVIL ACTION NO. L 845D-11

COMPLAINT

1. Plaintiff, Attallah Brightwell, is an adult individual citizen and legal resident of the State of New Jersey, 325 13th St, Palisades Park, NJ 07650.

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at C/O The Corporation Trust Company, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

BACKGROUND

3. On or about July 12, 2010, Plaintiff leased a new 2010 Lincoln MKT, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2LMHJ5AT1ABJ26857.

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

5. The lease 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

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

ATTORNEYS FOR PLAINTIFF

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

ATTALLAH BRIGHTWELL 325 13th St Palisades Park, NJ 07650 v. FORD MOTOR COMPANY C/O The Corporation Trust Company 820 Bear Tavern Road, Suite 350 West Trenton, NJ 08628	SUPERIOR COURT OF NEW JERSEY BERGEN COUNTY CIVIL ACTION NO.

COMPLAINT

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BACKGROUND

3. On or about July 12, 2010, Plaintiff leased a new 2010 Lincoln MKT, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2LMHJ5AT1ABJ26857.

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

5. The lease 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 $33,313.25. 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 4-year / 50,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

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

10. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: abnormal hesitation; tire pressure; steering system and stalling condition. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

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

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

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

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

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

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

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

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

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

a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:

(1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or

(2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

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

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

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

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

39. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach

of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

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

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

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

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

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

COUNT III
UNIFORM COMMERCIAL CODE

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

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

a. Express Warranty;

b. Implied Warranty Of Merchantability; and

c. Implied Warranty Of Fitness For A Particular Purpose.

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

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

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

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

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

KIMMEL & SILVERMAN, P.C.

By:_____

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

JURY-DEMAND

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

KIMMEL & SILVERMAN, P.C.

By:_____
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CERTIFICATION PURSUANT TO R.4:15-1

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

KIMMEL & SILVERMAN, P.C.

By:_____
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CERTIFICATION OF NOTICE

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

KIMMEL & SILVERMAN, P.C.

By:_____
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

DESIGNATION OF TRIAL COUNSEL

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

KIMMEL & SILVERMAN, P.C.

By:_____
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

LEASE

NEW JERSEY MOTOR VEHICLE LEASE AGREEMENT

37904 DATE 07/12/20

1-800-727-7000

FordCredit

www.fordcredit.com

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)

[redacted] [redacted]

[redacted]

PALISADES PARK BERGEN NJ [redacted]

LESSOR (Name, Address, and Phone Number)

PARAMUS FORD, INC
375 RT 17 SOUTH
PARAMUS, NJ
201-262-4900

PLAINTIFF'S EXHIBIT 4

"Finance Company" is FORD CREDIT. The "Holder" is CAB EAST LLC, its successors and assigns, whose address is 3620 QUEEN PALM TAMPA, FL 33619. By signing "You" (Lessee and Co-Lessee), You agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the WearCare Addendum, if any, attached to this lease.

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

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	208	2010 LINCOLN MKT	2LMHJ5AT1AB[redacted]	PERSONAL

# of Cylinders	Transmission	Brakes	Steering	Air Conditioning	MSRP	Prior Use (If odometer exceeds 1,000 miles)
6	AUTO	POWER	AUTO	YES	59235.00	

1. Amount Due At Lease Signing or Delivery (Itemized Below) *

$ 5000.00

2. Payments

(a) Monthly Payments

Your first monthly payment of $ 808.95 is due on 07/12/2010, followed by 35 payments of $ 808.95 due on the 11TH day of each month. The total of Your monthly payments is $ 29122.20.

(b) Advance Payment

Your Payment of $ N/A is due on N/A. The total of Your payment is $ N/A.

3. Other Charges (not part of Your monthly payment)

Disposition fee (if You do not purchase the Vehicle) $ N/A

N/A N/A

Total $ N/A

4. Total of Payments (The amount You will have paid by the end of the lease)

$ 33313.25

Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	$ 3436.71
b. First monthly payment	808.95
c. Advance payment	N/A
d. Refundable security deposit	N/A
e. Title fees	N/A
f. Registration fees	327.50
g. Acquisition fee	N/A
h. PROCESS FEE	199.00

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

a. Net trade-in allowance	$ 0.00
b. Rebates and noncash credits	1500.00
c. Amount to be paid in cash	3500.00
d.	N/A

Aug 18, 2010

CUSTOMER #: 3901174

63636

INVOICE

ALL AMERICAN
375 Route 17 South
Paramus, NJ 07652
(201) 262-4900
Fax: (201) 262-0561
www.allamericanford.net

[redacted]

PALISADES PARK, NJ [redacted]

PAGE 1

HOME [redacted] CONT:N/A

BUS [redacted] CELL: [redacted]

SERVICE ADVISOR: 108 RYAN BELLMIER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	LINCOLN MKT	2LMHJ5AT1AB[redacted]	[redacted]	2599/2599	T3351

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12JUL10 DD	15MAR10		19:00 18AUG10		115.00	CASH	18AUG10

R.O. OPENED	READY	OPTIONS:
09:53 18AUG10	12:38 18AUG10	STK:10LT208 DLR:02724 ENG:99T_3.5L_ECOBOOST_ENGINE TRN:44G_6-SPEED_AUTO_TRANSMISSION AXL:17_MAR_2010

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A VEHICLE PROVIDED TO CUSTOMER LOANER NO LOANER VEHICLE PROVIDED TO CUSTOMER AS PER CUSTOMER. CUSTOMER REQUESTSED TO WAIT FOR VEHICEL SERVICE 221 ISP			(N/C)
**********			
B CUSTOMER STATES THAT VEHICLE HAS BUMP TYPE FEELING FROM UNDER VEHICLE AT APPROX 15-20MPH D INFO 221 ISP			(N/C)
CONCERN NOT VERIFIED. PERFORMED IDS SERVICE TEST AND FOUND NO FAULT CODES. TECH ROADTESTED VEHICLE WITH CUSTOMER AND COULD NOT DUPLICATE CUSTOMER CONCERN. ATTEMPTED TO UPDATE PCM TO LATER CALIBRATION AS PER TSB. VEHICLE IS UPDATED TO LATER CALIBRATION. VEHICLE IS OPERATING AS DESIGNED AT THIS TIME.			
**********			
C THE AROUND THE WHEEL QUALITY REPORT CARD WAS PERFORMED. GBATT BATTERY CHECKED [illegible] CHECKED. BATTERY [illegible] 221 CPL		0.00	0.00
GTIRE TIRES CHECKED [illegible] CHECKED. TIRES [illegible] 221 CPL		0.00	0.00
GBK BRAKES CHECKED [illegible] BRAKES WEARING [illegible] 221 CPL		0.00	0.00
**********			

LINCOLN Mercury

* Concerns 1 month after leasing

********** THANK YOU FOR SERVICING **********
***** YOUR VEHICLE AT PARAMUS FORD *****
PLEASE RETAIN THIS INVOICE FOR YOUR RECORDS
ALL FORD PARTS ARE COVERED BY A LIMITED WARRANTY OF 12 MONTHS OR 12,000 MILES WHICH EVER OCCURS FIRST ****** SERVICE HOURS SATURDAY HOURS ARE 8:00 TILL 4:00

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

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

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
[illegible]	0.00
[illegible]	0.00
[illegible]	0.00
[illegible]	0.00
[illegible]	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
B

Reorder From: bj cnr Services, Inc. (609) 803-5056 14911 (1/03)

Copyright 2000 ADP, Inc.

CUSTOMER COPY

Sept 24, 10

CUSTOMER #: 3901174

65481

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375 Route 17 South
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[redacted]

PALISADES PARK, NJ [redacted]

[redacted]

PAGE 1

SERVICE ADVISOR: 108 RYAN BELLMIER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	LINCOLN MKT	2LMHJ5AT1AB[redacted]	[redacted]	4314/4314	T2792

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12JUL10 DD	15MAR10		WAIT 24SEP10		115.00	CASH	24SEP10

R.O. OPENED	READY	OPTIONS:
08:41 24SEP10	11:28 24SEP10	STK:10LT208 DLR:02724 ENG:99T 3.5L ECOBOOST ENGINE TRN:44G 6-SPEED AUTO TRANSMISSION AXL:17 MAR 2010

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A 7500 MILES (12000 KMS) - NORMAL SCHEDULED MAINTENANCE - L
CAUSE: .
MB7500 7500 MILES (12000 KMS) - NORMAL SCHEDULED
MAINTENANCE - L
117 W (N/C)
1 FL*500*S FILTER ASY - OIL (N/C)
6 XO*5W20*QSP OIL - ENGINE (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2117
****

B CUSTOMER STATES THAT WHEN DRIVING ON HIGHWAY, THE [illegible] FOR DRIVE WILL
DISAPPEAR ON DASH AND VEHICLE [illegible] AND HESITATE ON ACCEL
D CONCERN NOT VERIFIED.
117 CPL 0.00 0.00
CONCERN VERIFIED. SCANNED VEHICLE WITH IDS AND CHECKED FOR CODES.
TECH FOUND NONE. ROADTE[illegible] CUSTOMER
CONCERN. VEHICLE IS OPE[illegible]
****

C THE AROUND THE WHEEL Q[illegible] *****
GBATT BATTERY CHECK[illegible]
CHECKED. BATTE[illegible]
117 CPL 0.00 0.00
GTIRE TIRES CHECKED [illegible]
CHECKED. TIRES [illegible]
117 CPL 0.00 0.00
GBK BRAKES CHECKED & OK, BRAKE LINING CHECKED,
BRAKES WEARING OKAY AT THIS TIME.
117 CPL 0.00 0.00
****

* Concerns 2 months after leasing

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

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CUSTOMER SIGNATURE

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

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CUSTOMER #: 3901174

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[redacted]

PALISADES PARK, NJ [redacted]

PAGE 2

SERVICE ADVISOR: 108 RYAN BELLMIER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	LINCOLN MKT	2LMHJ5AT1AB[redacted]	[redacted]	4314/4314	T279

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12JUL10 DD	15MAR10		WAIT 24SEP10		115.00	CASH	24SEP10

R.O. OPENED	READY	OPTIONS:
08:41 24SEP10	11:28 24SEP10	STK:10LT208 DLR:02724 ENG:99T_3.5L_ECOBOOST_ENGINE TRN:44G_6-SPEED_AUTO_TRANSMISSION AXL:17_MAR_2010

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
EST: 0.00				24SEP10 08:41 SA: 108			

********** THANK YOU FOR SERVICING **********
***** YOUR VEHICLE AT PARAMUS FORD *****
PLEASE RETAIN THIS INVOICE FOR YOUR RECORDS
ALL FORD PARTS ARE COVERED BY A LIMITED
WARRANTY OF 12 MONTHS OR 12,000 MILES WHICH
EVERY OCCURS [illegible] SERVICE HOURS
SATURDAY [illegible] 4:00

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

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CUSTOMER SIGNATURE

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

July 26, 2011

CUSTOMER #: 3901174

80512A

INVOICE

PAGE 1

ALL AMERICAN
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[redacted]

PALISADES PARK, NJ [redacted]

[redacted]

SERVICE ADVISOR: 260 ROBERT BEIRACH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	LINCOLN MKT	2LMHJ5AT1AB[redacted]	[redacted]	21882/21882	T6286

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12JUL10 DD	15MAR10		WAIT 26JUL11		115.00	CASH	26JUL11

R.O. OPENED	READY	OPTIONS:
26JUL11	26JUL11	STK:10LT208 DLR:02724 ENG:99T_3.5L_ECOBOOST_ENGINE TRN:44G_6-SPEED_AUTO_TRANSMISSION AXL:17_MAR_2010

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CHECK TIRE PRESSURE			
D LOW TIRE PRESSURE			
240 CPL		20.00	20.00
1 F42Z*1700*A VALVE ASY	2.85	2.85	2.85
PARTS: 2.85 LABOR: 20.00 OTHER: 0.00 TOTAL LINE A:			22.85

21882 FOUND LEFT FRONT TIRE [illegible] VALVE
LEAKING. DISMOUNT TIRE [illegible]
********** [illegible] **********

B THE AROUND THE WHEEL [illegible]			
GBATT BATTERY CHECKED [illegible] BATTERY CONDITION			
CHECKED. BATTERY OK AT [illegible]			
240 CPL		0.00	0.00
GBK BRAKES CHECKED & OK, BRAKE [illegible],			
BRAKES WEARING OKAY AT THIS TIME.			
240 CPL		0.00	0.00
GTIRE TIRES CHECKED & OK, TIRE TREAD WEAR			
CHECKED. TIRES [illegible]			
240 CPL		0.00	0.00
PARTS: 0.00 LABOR: [illegible] TOTAL LINE B:			0.00

21882 FILL OUT CARD
********** [illegible] *****

EST: 0.00 26[illegible]
LINES MOVED FROM RO80[illegible]

CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER 1.00

* Service 2 days before it was towed.

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

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

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

CUSTOMER SIGNATURE

CUSTOMER #: 3901174

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[redacted]

PALISADES PARK, NJ [redacted]

PAGE 2

SERVICE ADVISOR: 260 ROBERT BEIRACH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	LINCOLN MKT	2LMHJ5AT1AB[redacted]		21882/21882	T6286

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12JUL10 DD	15MAR10		WAIT 26JUL11		115.00	CASH	26JUL11

R.O. OPENED	READY	OPTIONS:
26JUL11	26JUL11	STK:10LT208 DLR:02724 ENG:99T 3.5L ECOBOOST ENGINE TRN:44G 6-SPEED AUTO TRANSMISSION AXL:17 MAR 2010

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL

********** THANK YOU FOR SERVICING **********
***** YOUR VEHICLE AT PARAMUS FORD *****
PLEASE RETAIN THIS INVOICE FOR YOUR RECORDS
ALL FORD PARTS ARE COVERED BY A LIMITED
WARRANTY OF 12 MONTHS OR 12,000 MILES WHICH
[illegible] ****** SERVICE HOURS
SATURDAY HOURS ARE [illegible]00 TILL 4:00

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

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

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	20.00
PARTS AMOUNT	2.85
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	1.00
TOTAL CHARGES	23.85
LESS INSURANCE	0.00
SALES TAX	1.67
PLEASE PAY THIS AMOUNT	25.52

CUSTOMER #: 3901174

80512

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[redacted]

PALISADES PARK, NJ [redacted]

PAGE 1

[redacted]

SERVICE ADVISOR: 260 ROBERT BEIRACH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	LINCOLN MKT	2LMHJ5AT1AB[redacted]		21882/21882	T6286

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12JUL10 DD	15MAR10		WAIT 26JUL11		115.00	CASH	26JUL11

R.O. OPENED	READY	OPTIONS:
26JUL11	26JUL11	STK:10LT208 DLR:02724 ENG:99T_3.5L_ECOBOOST_ENGINE TRN:44G_6-SPEED_AUTO_TRANSMISSION AXL:17_MAR_2010

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A 30000 MILES (48000 KMS) - NORMAL SCHEDULED MAINTENANCE - L
CAUSE: L O F ROTATE NEW AIR FILTER,CHECK ALL FLUIDS
MB30000 30000 MILES (48000 KMS) - NORMAL
SCHEDULED MAINTENANCE - L
240 W (N/C)
1 FL*500*S FILTER ASY - OIL (N/C)
6 XO*5W20*QSP OIL - ENGINE (N/C)
1 FA*1884* ELEMENT ASY - AIR CLEANER (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
3448
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

21882 L O F ROTATE NEW AIR FILTER,CHECK ALL FLUIDS
****
B Moved to: 80512A Line: A
SPLT Moved to: 8051[illegible]
999ISPLT (N/C)
PARTS: 0.00 LABOR: [illegible] TOTAL LINE B: 0.00

**********[illegible]*****
C Moved to: 80512A Line: [illegible]
SPLT Moved to: 8051[illegible]
999ISPLT (N/C)
SPLT Moved to: 8051[illegible]
999ISPLT (N/C)
SPLT Moved to: 80512A Line: B
999ISPLT (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****
*** THE FOLLOWING WORK NOT DONE-TRANSFERRED TO RO#80512A ***
B Moved to: 80512A Line: A

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

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

CUSTOMER #: 3901174

80512

INVOICE

375 Route 17 South
Paramus, NJ 07652
(201) 262-4900
Fax: (201) 262-0561
www.allamericanford.net

[redacted]

PALISADES PARK, NJ [redacted]

[redacted]

SERVICE ADVISOR: 260 ROBERT BEIRACH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	LINCOLN MKT	2LMHJ5AT1AE[redacted]		21882/21882	T6286

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12JUL10 DD	15MAR10		WAIT 26JUL11		115.00	CASH	26JUL11

R.O. OPENED	READY	OPTIONS:
26JUL11	26JUL11	STK:10LT208 DLR:02724 ENG:99T 3.5L ECOBOOST ENGINE TRN:44G 6-SPEED AUTO TRANSMISSION AXL:17 MAR 2010

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
C Moved to: 80512A Line: B							

EST: 0.00 26JUL11 10:35 SA: 260
LINES MOVED TO NEW RO80512A

********** THANK YOU FOR SERVICING **********
***** YOUR VEHICLE AT PARAMUS FORD *****
PLEASE RETAIN THIS INVOICE FOR YOUR RECORDS
ALL PARTS ARE COVERED BY A LIMITED
WARRANTY OF 12 MONTHS OR 12,000 MILES WHICH
EVER OCCURS FIRST. ** SERVICE HOURS
SERVICE HOURS ARE 8:00 TILL 4:00

LINCOLN
Mercury

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

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

STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE

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

CUSTOMER #: 3901174

77198

INVOICE

375 Route 17 South
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[redacted]

PALISADES PARK, NJ [redacted]

[redacted]

PAGE 1

SERVICE ADVISOR: 241 JEANETTE VACCARO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	LINCOLN MKT	2LMHJ5AT1AB[redacted]		17492/17492	T9700

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12JUL10 DD	15MAR10		19:00 16MAY11		115.00	CASH	16MAY11

R.O. OPENED	READY	OPTIONS:
16MAY11	16MAY11	STK:10LT208 DLR:02724 ENG:99T_3.5L_ECOBOOST_ENGINE TRN:44G_6-SPEED_AUTO_TRANSMISSION AXL:17_MAR 2010

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A 22500 MILES (36000 KMS) - NORMAL SCHEDULED MAINTENANCE - L
MB22500 22500 MILES (36000 KMS) - NORMAL
SCHEDULED MAINTENANCE - L
194 W (N/C)
1 FL*500*S FILTER ASY - OIL (N/C)
6 XO*5W20*QSP OIL - ENGINE (N/C)
PARTS: 0.00 LABOR: [illegible] OTHER: [illegible] TOTAL LINE A: 0.00

17492 PERFORMED NORMAL [illegible] RES
TOPPED OFF FLUIDS PER[illegible] INSPECTION
****

B THE AROUND THE WHEEL QUALITY REPORT CARD WAS PERFORMED
99P THE AROUND THE WHEEL QUALITY REPORT CARD WAS
PERFORMED.
194 CPL 0.00 0.00
GBATT BATTERY CHECKED & OK, BATTERY CONDITION
CHECKED. BATTERY OK AT THIS TIME.
194 CPL 0.00 0.00
GBK BRAKES CHECKED [illegible]
BRAKES WEARING [illegible]
194 CPL 0.00 0.00
GTIRE TIRES CHECKED [illegible]
CHECKED. TIRES [illegible]
194 CPL 0.00 0.00
PARTS: 0.00 LABOR: [illegible] TOTAL LINE B: 0.00

17492 PERFORMED MULTI P[illegible]
****

EST: 0.00 16MAY11 08:51 SA: 241

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

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CUSTOMER SIGNATURE

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

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CUSTOMER #: 3901174

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[redacted]

PALISADES PARK, NJ [redacted]

[redacted]

PAGE 2

SERVICE ADVISOR: 241 JEANETTE VACCARO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	LINCOLN MKT	2LMHJ5AT1AB[redacted]		17492/17492	T9700

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12JUL10 DL	15MAR10		19:00 16MAY11		115.00	CASH	16MAY11

R.O. OPENED	READY	OPTIONS:
16MAY11	16MAY11	STK:10LT208 DLR:02724 ENG:99T_3.5L_ECOBOOST_ENGINE TRN:44G_6-SPEED_AUTO_TRANSMISSION AXL:17_MAR_2010

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

********** THANK YOU FOR SERVICING **********
***** YOUR VEHICLE AT PARAMUS FORD *****
PLEASE RETAIN THIS INVOICE FOR YOUR RECORDS
ALL FORD PARTS ARE COVERED BY A LIMITED
WARRANTY OF 12 MONTHS OR 12,000 MILES WHICH
[redacted] ****** SERVICE HOURS
SATURDAY HOURS ARE [redacted] TILL 4:00

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

CUSTOMER COPY

CUSTOMER #: 3901174

67705

INVOICE

375 Route 17 South
Paramus, NJ 07652
(201) 262-4900
Fax: (201) 262-0561
www.allamericanford.net

[redacted]

PALISADES PARK, NJ [redacted]

PAGE 1

SERVICE ADVISOR: 231 DAVE EDONE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	LINCOLN MKT	2LMHJ5AT1AB[redacted]		72407/72407	T2588.

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12JUL10 DD	15MAR10		19:00 05NOV10		115.00	CASH	05NOV10

R.O. OPENED	READY	OPTIONS:
08:29 05NOV10	08:41 05NOV10	STK:10LT208 DLR:02724 ENG:99T 3.5L ECOBOOST ENGINE TRN:44G 6-SPEED AUTO TRANSMISSION AXL:17 MAR 2010

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S HAD TO RETURN DUE TO EARLY CHANGE OIL SOON LIGHT
D INFO

221 ISP (N/C)

FOUND OIL % AT 4 PERCENT, REST TO FACTORY SPEC. % FOR 3,000 MILE
DIFFRENCE.

****

********** THANK YOU FOR SERVICING **********
***** YOUR VE[illegible] PARAMUS FORD *****
PLEASE [illegible] FOR YOUR RECORDS
ALL FORD PARTS ARE [illegible] BY A LIMITED
WARRANTY OF 1[illegible] OR 12,000 MILES WHICH
[illegible] SERVICE HOURS
SATURDAY HOURS ARE [illegible]00 TILL 4:00

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

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CUSTOMER SIGNATURE

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

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CUSTOMER #: 3901174

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PAGE 1

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[redacted]

PALISADES PARK, NJ [redacted]

[redacted]

SERVICE ADVISOR: 108 RYAN BELLMIER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	LINCOLN MKT	2LMHJ5AT1AB[redacted]		10264/10264	T6706

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12JUL10 DD	15MAR10		WAIT 04JAN11		115.00	CASH	04JAN11

R.O. OPENED	READY	OPTIONS:
08:31 04JAN11	10:04 04JAN11	STK:10LT208 DLR:02724 ENG:99T_3.5L_ECOBOOST_ENGINE TRN:44G_6-SPEED AUTO TRANSMISSION AXL:17 MAR 2010

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A 15000 MILES (24000 KMS) - NORMAL SCHEDULED MAINTENANCE - L
CAUSE: .
MB15000 15000 MILES (24000 KMS) - NORMAL
SCHEDULED MAINTENANCE - L
221 W (N/C)
1 FL*500*S FILTER ASY - OIL (N/C)
6 XO*5W20*QSP OIL - ENGINE (N/C)
1 FP*68* FILTER [illegible] (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
0468
CONCERN VERIFIED. PERFORMED SERVICE AS PER MAINT CONTRACT
****

B CUSTOMER STATES THAT MEDIA BUTTON ON STEERING WHEEL DOES NOT ACTIVATE
VOICE COMMANDS
D CONCERN NOT VERIFIED. VEHICLE IS OPERATING AS
DESIGNED.
221 CPL 0.00 0.00
****

C THE AROUND THE WHEEL Q[illegible]
99P THE AROUND THE [illegible]
PERFORMED.
221 CPL 0.00 0.00
GTIRE TIRES CHECKED [illegible]
CHECKED. TIRES [illegible]
221 CPL 0.00 0.00
GBATT BATTERY CHECKED & OK, BATTERY CONDITION
CHECKED. BATTERY OK AT THIS TIME.
221 CPL 0.00 0.00
GBK BRAKES CHECKED & OK, BRAKE LINING CHECKED,
BRAKES WEARING OKAY AT THIS TIME.
221 CPL 0.00 0.00
****

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

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

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

CUSTOMER SIGNATURE

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CUSTOMER #: 3901174

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[redacted]

PALISADES PARK, NJ [redacted]

PAGE 2

SERVICE ADVISOR: 108 RYAN BELLMIER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	LINCOLN MKT	2LMHJ5AT1AB[redacted]		10264/10264	T6706

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12JUL10 DD	15MAR10		WAIT 04JAN11		115.00	CASH	04JAN11

R.O. OPENED	READY	OPTIONS:
08:31 04JAN11	10:04 04JAN11	STK:10LT208 DLR:02724 ENG:99T_3.5L_ECOBOOST_ENGINE TRN:44G_6-SPEED_AUTO_TRANSMISSION AXL:17_MAR_2010

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

EST: 0.00 04JAN11 08:31 SA: 108

********** THANK YOU FOR SERVICING **********
***** YOUR VEHICLE AT PARAMUS FORD *****
PLEASE RETAIN THIS INVOICE FOR YOUR RECORDS
[illegible] ARE COVERED BY A LIMITED
[illegible] OR 12,000 MILES WHICH
[illegible] SERVICE HOURS
[illegible] L 4:00

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

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

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Appendix XII-B1

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 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.

FOR USE BY CLERKS OFFICE ONLY
PAYMENT TYPE: ☐ CK ☐ CG ☐ CA
CHG/ CK NO.
AMOUNT:
OVERPAYMENT:
BATCH NUMBER:

ATTORNEY/ PRO SE NAME	TELEPHONE NUMBER	COUNTY OF VENUE
Jacqueline C. Herritt, Esq.	(856) 429-8334	BERGEN

FIRM NAME (if applicable)	DOCKET NUMBER (When available)
Kimmel & Silverman, P.C.	L-450-11

OFFICE ADDRESS	DOCUMENT TYPE
Executive Quarters 1930 E. Marlton Pike, Suite Q29 Cherry Hill, NJ 08003	Complaint
	JURY DEMAND ☒ YES ☐ NO

NAME OF PARTY (e.g. John Doe, Plaintiff)	CAPTION
Dr. Attallah Brightwell, Plaintiff	Attallah Brightwell v. Ford Motor Company

CASE TYPE NUMBER (See reverse side for listing)	IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ☒ NO
512 – Lemon Law	IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.
RELATED CASES PENDING? ☐ YES ☒ NO	IF YES, LIST DOCKET NUMBERS
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction 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

DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP?	IF YES, IS THAT RELATIONSHIP:
☐ YES ☒ NO	☐ EMPLOYER-EMPLOYEE ☐ FRIEND/NEIGHBOR ☐ OTHER (explain) ☐ FAMILIAL ☐ BUSINESS

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:

DO YOU OR YOUR CLIENT HAVE ANY NEEDS UNDER THE AMERICANS WITH DISABILITIES ACT? ☐ YES ☒ NO	IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMODATION
WILL AN INTERPRETER BE NEEDED? ☐ YES ☒ NO	IF YES, FOR WHAT LANGUAGE?

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

ATTORNEY SIGNATURE:

SIDE 2

CIVIL CASE INFORMATION STATEMENT (CIS)

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

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

Track 1 — 150 days' discovery

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

Track 2 — 300 days' discovery

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

Track 3 — 450 days' discovery

005 CIVIL RIGHTS
303 CONDEMNATION
602 ASSAULT AND BATTERY
604 MEDIACAL MALPRACTICE
606 PRODUCT LIABILITY
607 PROFESSIONAL MALPRACTICE
608 TOXIC TORT
609 DEFAMATION
616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
617 INVERSE CONDEMNATION
618 LAW AGAINST DISCRIMINATION (LAD) CASES

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

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

Centrally Managed Litigation (Track IV)

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

Mass Tort (Track IV)

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

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

Please check off each applicable category ☐ Putative Class Action ☐ Title 59

CUSTOMER LIST

CUSTOMER NAME/PHONE NUMBER	ADDRESS	STATUS
[redacted]	[redacted] PALISADES PARK N[redacted]	No Open Issues

Ford Confidential

Rpt. Analysis Home | Report Mgmt Primary | Report Mgmt Query | Report Mgmt | Indicator Summary | Help | Exit

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details Attachments: 0

Report# :	AFUDG016 NHL			**Received:**	06/21/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,MKT ,SE ,AWD ,WAGON ,2LMHJ5AT1AB[redacted]			**Build Date:**	03/17/2010
Odometer :	230 M	**Engine:**	3.5L-GTDI	**Calibration:**	AP31GT0A
Transmission:	6F55	**Axle:**	3.16 RATIO	**A/C:**	YES
Dealer:	USA 08190 All American Ford Lincoln of P			**Phone#:**	(201) 262-4900
City:	Paramus	**State:**	New Jersey	**Country :**	USA

Originator: GARY DECKER

Symptom: 1 11 5 07 COMF/ENT,CLIMAT CONTROL,FUNCTION/OPER,BLOWS WARM

Status:

VFG: V79 CLIMATE CONTROL FUNCTION

Additional Symptom: A/C INOP, NO CHARGE

Fix: N **Causal Component :**

Condition Code:

Hotliner: JMARTZ5 **Phone:** 313 248-8209 **Regn Cd:** N1 New York

Engineering: **Phone:** **TAR:**

Dlr Contact: GARY DECKER **Phone:** 000 000-0000 **Title Cde:** T

PE13-003 000189LCPV

KOEO:
KOEC:
KOER:
Comments:

REPAIR 06/21/2010 11:42AM JOHN MARTZ MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUST. CONCERN IS A/C BLOWS
WARM DIAGNOSTICS: DYE TEST W/ U.V. LAMP PARTS REPLACED:: NONE
YET TECH QUESTION: THE VEHICLE WAS DELIVERED TO THE DEALER AND WAS
PDID IN APRIL AT THAT TIME THE A/C WAS INOP. THE VEHICLE WAS DYE
TESTED AND RECHARGED NO VISIBLE LEAKS WERE FOUND AND AFTER SITTING
OVERNIGHT THE A/C WAS RECHECKED AN WAS BLOWING COLD THE VEHICLE WAS
THEN PUT INTO INVENTORY THE VEHICLE WAS PURCHASED IN LATE APRIL AND
JUST CAME BACK IN FOR A NOT BLOWING COLD CONCERN NO FREON WAS IN THE
SYSTEM (0PSI) NO VISIBLE DYE PRESENT. ANY TRENDS FOR EVAP. CORE LEAKS
BEORE I TEAR THE DASH OUT FOR EXPLORATORY DIAG.? WERE YOU ABLE TO
VERIFY THE CONCERN? YES IS THERE AN APPROPRIATE PINPOINT TEST IN
THE WSM FOR THIS CONCERN? YES WAS THE PINPOINT TEST FOLLOWED? YES

RECOMM **06/21/2010 11:42AM JOHN MARTZ MSS - FCSD - TECH SVC HOTLINE**
GARY, THE HOTLINE HAS SEEN AN ISOLATED REPORT FOR A LOW SIDE VALVE
LEAKING. IT IS RECOMMENDED TO RECHARGE THE SYSTEM AND INSPECT THE
SYSTEM FOR LEAKS USING AN ULTRASONIC LEAK DETECTOR IF AVAILABLE. IF
NOT AVAILABLE, RECOMMEND TO POUR WATER ON TOP OF THE A/C SERVICE PORT
VALVES AND LOOK FOR BUBBLES. REPAIR ANY LEAKS NOTED. THE HOTLINE
HAS NOT SEEN REPORTS OF EVAPORATOR CORES LEAKING ON THIS MODEL.

AUDIT **07/02/2011 10:57AM**
SYMPTOM 2 08 2 00 CHANGED TO 1 11 5 07 BY CS012093

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

Requester: RHERRO11 27-Oct-2011

PE13-003 000190LCPV

Report Summary
Server: FCWS686

Ford Proprietary, Private

Retention: None

Rpt. Analysis Home | Report Mgmt Primary | Report Mgmt Query | Report Mgmt | Indicator Summary | Help | Exit

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details Attachments: 0

Report# :	BG2B8008 NHL			**Received:**	07/28/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,MKT ,SE ,AWD ,WAGON ,2LMHJ5AT1A[redacted]			**Build Date:**	03/17/2010
Odometer :	22,236 M	**Engine:**	3.5L-GTDI	**Calibration:**	AP31GT0A
Transmission:	6F55	**Axle:**	3.16 RATIO	**A/C:**	YES
Dealer:	USA 00017 Plaza Ford, Inc.			**Phone#:**	(410) 877-2800
City:	Bel Air	**State:**	Maryland	**Country :**	USA

Originator: MARK RICHARDS

Symptom: 5 50 0 00 DRV PERF,RUNS ROUGH,UNKNOWN,UNKNOWN

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: RUNS ROUGH

Fix: **Causal Component :**

Condition Code:

Hotliner: LNEWSOM **Phone:** 000 317-9333 **Regn Cd:** N4 Washington

Engineering: **Phone:** **TAR:**

Dlr Contact: MARK RICHARDS **Phone:** 410 879-9033 **Title Cde:** T

PE13-003 000192LCPV

KOEO:
KOEC: P0305 P0302
KOER:
Comments:

REPAIR 07/28/2011 08:02PM LAWRENCE NEWSOM MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN: ENGINE RUNS ROUGH CHECK ENGINE LAMP IS FLASHING. DIAGNOSTICS: CYLINDER #5 MISS FIRE PER POWER BALANCE. REMOVED PLUG AND FOUND BROKEN SPARK PLUG. PERFORMED TSB 11-05-03 AFTER REPLACING ALL 6 PLUGS MISS FORE WAS STILL THERE. AFTER ENGINE WAS WARMED I LIGHT KNOCKING NOISE WAS HEARD FROM THE LOWER END. I PERFORMED REALITIVE COMPRESSION TEST AND FOUND #5 CYLINDER HAD A 24% LOSS OF COMPRESSION. I PERFORMED A CYLINDER LEAKAGE TEST AND FOUND AIR WAS COMING FROM THE CRANK CASE. PARTS REPLACED:: SPARK PLUGS PER TEB TECH QUESTION: LOOKING TO SEE WHERE TO GO FROM HERE.

RECOMM **07/28/2011 08:02PM LAWRENCE NEWSOM MSS - FCSD - TECH SVC HOTLINE** MARK, PER YOUR FINDINGS RECOMMEND THAT A LONG BLOCK BE INSTALLED. A CHECK OF YOUR DEALER P.A. CODE 00017 INDICATES NO PRIOR APPROVAL CODE IS NECESSARY FOR ENGINE REPLACEMENT.

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

Requester: RHERRO11 27-Oct-2011
Report Summary **Ford Proprietary, Private** **Retention:** None
Server: ECCWS686

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
9/26/2011	[redacted]	2LMHJ5AT1AE[redacted]	2010 MKT	03
CLOSED	DEALER GENERATED INFORMATION ISSUE	546543130		
9/15/2011	[redacted]	2LMHJ5AT1AE[redacted]	2010 MKT	01
CLOSED	CORRESPONDENCE - CORRESPONDENCE	546543130		
7/29/2011	[redacted]	2LMHJ5AT1AE[redacted]	2010 MKT	01
CLOSED	ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	546543130		

Ford Confidential

All Action Details for Issue

Print

VIN: 2LMHJ5AT1AE[redacted] **Year:** 2010 **Model:** MKT **Case:** 546543130
Name: MS[redacted] **Owner Status:** Original **WSD:** 2010-07-12
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: DEALER GENERATED INFORMATION ISSUE **Secondary Phone:**
Issue Type: 03 CONCERN **Issue Status:** CLOSED
Initial Customer Contact: 08/08/2011

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT
Dealer: 00017 PLAZA FORDINC **Origin Desc:** DEALER
Odometer: 22236 MI **Comm Type:** VISIT
Analyst Name: CHRIS ANSEL **Analyst:** C-ANSEL
Action Date: 07/29/2011 **Action Time:** 15.56.45.665 **Action Data:** No

Comments CUSTOMER IS TRAVELING AND LIVES IN NJ. VEHICLE BROKE DOWN ON I95 AND VEHICLE WAS TOWED HERE. CUSTOMER IN A RENTAL. REPAIRS ON THE VEHICLE WILL NOT BE COMPLETE UNTIL MID NEXT WEEK. CUSTOMER WOULD LIKE ASSISTANCE IN GETTING AN SUV VEHICLE TO GET HER AND HER FAMILY BACK TO NJ UNTIL THE REPAIRS ARE COMPLETE.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: OHANESIAN,ALEXIS **Analyst:** AOHANESI
Action Date: 08/08/2011 **Action Time:** 09.46.04.522 **Action Data:** Yes

Comments -CSM ALEXIS X7742 ASSISTING CSM YOLANDA X7720-REVIEW CASE __ESP 2010 36/36000 RENTAL CARE __NO RECALL__AWS NO RELATED WARRANTY HISTORY__NHL NO__VEH LIST 1 NEW __LTV 96-OBC TO S/W CHRIS 410 877 2800 __ADVISED WAITING ON A NEW ENGINE__DLR HAS BEEN ADVISED THE ENGINE IS EXPECTED THIS WEDNESDAY OR THURSDAY OF THIS WEEK__IF IT ARRIVES WED THE VEH SHOULD BE COMPLETED BY FRIDAY 8/12 __ADVISED CUSTOMER HAS BEEN IN A RENTAL VEH SINCE VEH DOWN__ OBC TO MS ATTALLAH 201 390 1174 NO ANSWER LEFT V/M __WILL F/U ON AUG 12TH BEFORE 5PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-12-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: LINCOLN OPEN ISSUE
Dealer: 00017 PLAZA FORDINC **Origin Desc:** LINCOLN CALL CENTER
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: BELL, NATASHA **Analyst:** NBELL24
Action Date: 08/11/2011 **Action Time:** 10.39.45.178 **Action Data:** No

Comments *** IBC FROM CUST ***- SAYS THAT SHE HAS BEEN TRYING TO REACH CCT YOLANDA, HAS BEEN LEAVING VM- VEH HAS BEEN DOWN SINCE JULY 28TH- VEH WAS STALLING, HAS BEEN DOING THIS FOR THE PAST YEAR - THIS TIME IT STARTED VIBRATING AND MAKING LOUD NOISE- ENGINE IS BLOWN- HAPPENED ON THE WAY TO VACATION, GOT STUCK - HAS BEEN IN A RENTAL EVER SINCE- 2 DAYS AFTER PURCHASE, SHE THOUGHT THERE WAS SOMETHING WRONG WITH THE TRANS- WERE NOT ABLE TO DUPLICATE AT THAT TIME - MAY BE GETTING AN ATTORNEY INVOLVED IF THIS IS NOT RESOLVED- IS SEEKING ASSISTANCE WITH CAR PAYMENTS, $800/MONTH

Action: LINCOLN OPEN ISSUE
Dealer: 00017 PLAZA FORDINC **Origin Desc:** LINCOLN CALL CENTER

Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: BELL, NATASHA **Analyst:** NBELL24
Action Date: 08/11/2011 **Action Time:** 10.41.00.886 **Action Data:** No

Comments *** ADDITIONAL INFO****** OBC TO CCT ****- WOULD LIKE TO REVIEW CASE BUT SAYS THAT SHE WILL CONTACT CUST BACK BY 4:30 PM TODAY - ADVISED CUST OF ABOVE - ADVISED CUST THAT THERE IS ALSO A F/U SET WITH A COWORKER OF CCT YOLANDA FOR TOM 8/12

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: ALT,YOLANDA **Analyst:** YALT
Action Date: 08/11/2011 **Action Time:** 16.43.35.999 **Action Data:** Yes

Comments -CSM YOLANDA X7720-OBC TO CUST AT[redacted]-SPOKE TO[redacted]|-[redacted]CUST WANTS AN UPDATE ON VEH AND ALSO WANTS REP TO ASK A/M CHRIS IF THE DLR HAS AN AGENCY THAT CAN DELIVER THE VEH TO NJ - -CUST WANTS TO KNOW WHAT ARE HER OPTIONS - CUST HAS CONTACTED AN ATTORNEY BUT HAS NOT STARTED ANYTHING YET-SET F/U 8/18 BEFORE 4:30EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-18-2011
TIME OF FOLLOW UP (HH:MM):	16:30

Action: AWAITING ASSISTANCE - CUSTOMER SERVICE MANAGER
Dealer: 00017 PLAZA FORDINC **Origin Desc:** DEALER
Odometer: 22236 MI **Comm Type:** OTHER
Analyst Name: MICHAEL NESTO **Analyst:** M-NESTO6
Action Date: 08/12/2011 **Action Time:** 16.07.08.989 **Action Data:** No

Comments DEALER WAS NOTIFIED TODAY THAT REMANUFACTURED ENGINES WILL NOT BE AVAILABLE FOR AT LEAST TWO WEEKS. DEALER WAS TOLD THAT ENGINE CORES ARE NOR CURRENTLY AVAILABLE, WHICH HAS CAUSED THE DELAY. CUSTOMER CURRENTLY IN RENTAL. RENTAL DAYS WILL NEED TO BE EXTENDED IF ENGINE CANNOT BE LOCATED.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: ALT,YOLANDA **Analyst:** YALT
Action Date: 08/12/2011 **Action Time:** 16.33.27.049 **Action Data:** No

Comments -CSM YOLANDA X7720-REP HAS INFORMED CUST THAT SHE WILL DISCUSS CASE WITH CHRIS ON MONDAY

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: ALT,YOLANDA **Analyst:** YALT
Action Date: 08/18/2011 **Action Time:** 12.37.33.435 **Action Data:** No

Comments -CSM YOLANDA X7720 - PER S/M MATT AFTER SPEAKING TO CHRIS (SME), IT LOOKS LIKE THE ENGINE WILL NOT BE AVAILABLE UNTIL 8/26. THE CUSTOMER IS STILL IN A RENTAL -CAN WE GET SOME ASSISTANCE WITH THE RENTAL - REP IS LOOKING INTO DLR REQUEST

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: ALT,YOLANDA **Analyst:** YALT
Action Date: 08/19/2011 **Action Time:** 11.45.15.844 **Action Data:** Yes

Comments -CSM YOLANDA X7720-RE-SETTING F/U 8/26 BEFORE 4:30EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-26-2011
TIME OF FOLLOW UP (HH:MM):	16:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: ALT,YOLANDA **Analyst:** YALT
Action Date: 08/19/2011 **Action Time:** 13.52.20.365 **Action Data:** No

Comments -CSM YOLANDA X7720-RECEIVED A CALL FROM CUST REQUESTING HER LEASE TO BE REPLACED - REP IS REQUESTING ALL ACCOUNTING COPIES FORM ALL AMERICAN FORD -OBC TO DLR AT (201) 487-6700 S/M JASON REP LEFT MESSAGE WITH E-MAIL AND NUMBER -REP E-MAILED PLAZA FORD AND ALSO REQUESTED ACCOUNTING COPIES

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: ALT,YOLANDA **Analyst:** YALT
Action Date: 08/26/2011 **Action Time:** 11.21.47.450 **Action Data:** Yes

Comments -CSM YOLANDA X7720-REP HAS REQUESTED AN UPDATE FROM DLR - REP HAS NOT RECEIVED ALL RO'S FOR ALL ACCOUNTING COPIES YET FROM ALL AMERICAN FORD-SET F/U 8/31 BEFORE 4:30EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-31-2011
TIME OF FOLLOW UP (HH:MM):	16:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: ALT,YOLANDA **Analyst:** YALT
Action Date: 08/26/2011 **Action Time:** 14.44.03.895 **Action Data:** No

Comments -CSM YOLANDA X7720-PER S/M CHRIS NO ENGINE YET

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: ALT,YOLANDA **Analyst:** YALT
Action Date: 08/29/2011 **Action Time:** 15.41.24.367 **Action Data:** No

Comments -CSM YOLANDA X7720-OBC TO CUST AT [redacted] 4-SPOKE TO [redacted] -CUST SAYS THAT SHE IS CONTACTING AN ATTORNEY FOR ADVISE - REP HAS INFORMED CUST THAT IF SHE IS GOING TO WORK WITH

ATTORNEY TO LET HER KNOW BECAUSE AT THAT POINT REP WILL STEP BACK AND LET ATTORNEY TAKE OVER - CUST IS ALSO REQUESTING FORD REIMBURSE HER FOR ONE MONTH CAR PAYMENT - CUST WILL BE FAXING CAR NOTE TO REP

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: ALT,YOLANDA **Analyst:** YALT
Action Date: 08/31/2011 **Action Time:** 10.43.31.954 **Action Data:** Yes

Comments -CSM YOLANDA X7720-REP IS WAITNG FOR FAX FROM CUST - RE-SETTING FU 9/8 BEFORE 4:30EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-08-2011
TIME OF FOLLOW UP (HH:MM):	16:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: ALT,YOLANDA **Analyst:** YALT
Action Date: 08/31/2011 **Action Time:** 15.39.21.821 **Action Data:** No

Comments -CSM YOLANDA X7720-FORD IS ASSISTING WITH RENTAL -P&A CODE 00017 - RO# 262550 - LINE# Z - AMOUNT $1500 - APPROVAL CODE M15X9

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: ALT,YOLANDA **Analyst:** YALT
Action Date: 09/08/2011 **Action Time:** 09.17.26.139 **Action Data:** Yes

Comments -CSM YOLANDA X7720-REP HAS REQUESTED AN UPDATE FROM DLR -SET F/U 9/15 BEFORE 4:30EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-15-2011
TIME OF FOLLOW UP (HH:MM):	16:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: ALT,YOLANDA **Analyst:** YALT
Action Date: 09/12/2011 **Action Time:** 10.41.16.242 **Action Data:** Yes

Comments -CSM YOLANDA X7720-RECEIVED A CALL FORM DLR STATING THAT THE VEH HAS BEEN REPAIRED AND IS IN THE PROCESS OF GETTING A COMPANY TO DELIVER THE VEH TO NJ AND TO BRING THE RENTAL BACK TO THE DLR- DLR WILL KEEP REP INFORMED -SET F/U 9/19 BEFORE 4:30EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-19-2011
TIME OF FOLLOW UP (HH:MM):	16:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: ALT,YOLANDA **Analyst:** YALT
Action Date: 09/20/2011 **Action Time:** 08.41.39.597 **Action Data:** Yes

Comments -CSM YOLANDA X7720-OBC TO DLR S/M CHRIS-REP HAS REQUESTED UPDATE -SET F/U 9/26 BEFORE 4:30EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-26-2011
TIME OF FOLLOW UP (HH:MM):	16:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** DEALER
Odometer: 22236 MI **Comm Type:** VISIT
Analyst Name: CHRIS ANSEL **Analyst:** C-ANSEL
Action Date: 09/20/2011 **Action Time:** 11.31.43.873 **Action Data:** No

Comments CUSTOMER HAS TURNED IN LOANER CAR BUT HAS NOT PICKED UP THEIR REPAIRED VEHICLE.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: ALT,YOLANDA **Analyst:** YALT
Action Date: 09/26/2011 **Action Time:** 13.04.57.755 **Action Data:** Yes

Comments -CSM YOLANDA X7720-REP HAS REQUESTED AN UPDATE FROM DLR -SET F/U 9/30

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-30-2011
TIME OF FOLLOW UP (HH:MM):	16:30

Action: CONCERN RESOLVED
Dealer: 00017 PLAZA FORDINC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22236 MI **Comm Type:** PHONE
Analyst Name: ALT,YOLANDA **Analyst:** YALT
Action Date: 09/26/2011 **Action Time:** 16.06.11.267 **Action Data:** Yes

Comments -CSM YOLANDA X7720-CLOSING PER DLR WE ARE DONE AND CUSTOMER PICKED UP VEHICLE

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	96
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	Y
--ESTIMATED REPAIR COST(@WARR RATES) ($)	1500
--CUSTOMER'S SHARE OF REPAIR COST ($)	0
--DEALER'S SHARE OF REPAIR COST-P18 ($)	0

--DEALER'S SHARE OF REPAIR COST-OTHER($)	0
--FORD'S SHARE OF REPAIR COST-P11 ($)	1500
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

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All Action Details for Issue

Print

VIN: 2LMHJ5AT1AB[redacted] **Year:** 2010 **Model:** MKT **Case:** 546543130
Name: MS[redacted] **Owner Status:** Original **WSD:** 2010-07-12
Symptom Desc: **Primary Phone**[redacted]
Reason Desc: CORRESPONDENCE - CORRESPONDENCE **Secondary Phone:**
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: F2 - US - POOR DEALER SERVICE/SALES
Dealer: 08190 PARAMUS FORD, INC. **Origin Desc:** MANUAL - CORRESPONDENCE CSR
Odometer: 1 MI **Comm Type:** INBOUND CUSTOMER MAIL
Analyst Name: WILLIS, CHRISTOPHER **Analyst:** CWILL647
Action Date: 11/09/2010 **Action Time:** 15.10.54.704 **Action Data:** No

Comments CUSTOMER SAID: UNDATED SALES SURVEY; VERY DISSATISF OVERALL, W/ CUST MARKING "POOR" OVERWHELMINGLY THRU SURVEY, AND COMMENTING THAT THEY ARE IN A LAWSUIT AGAINST ALL-AMERICAN FORD, STATING THE SALES REP AND FINANCE MGR ARE BOTH CROOKS, AND FMC SHOULD KNOW THAT THIS DLRSHP HAS A TERRIBLE REPUTATION IN THE BERGEN COUNTY AREA.DEALER SAID: PARAMUS FORD, INC. SELLING DEALERS P & A CODE: 08190 SELLING DEALERS SALES CODE: L14422 SELLING DEALERS MAIN PHONE: 201-262-4900CRC ADVISED: F2 - US - POOR DEALER SERVICE/SALES LTR SENT, AND CUST COMMENTS DOCUMENTED.

Action: ADD ATTACHMENT TO ISSUE
Dealer: 08190 PARAMUS FORD, INC. **Origin Desc:** MANUAL - CORRESPONDENCE CSR
Odometer: 22236 MI **Comm Type:** INBOUND CUSTOMER MAIL
Analyst Name: WOJEWSKI-BOYD MARSHA **Analyst:** MWOJEWSK
Action Date: 09/15/2011 **Action Time:** 13.56.10.173 **Action Data:** No

Comments CUSTOMER SAID: ATTACH ONLY PER HANDLING INSTRUCTIONSCRC ADVISED: ATTACH ONLY

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All Action Details for Issue

Print

VIN: 2LMHJ5AT1AB[redacted] **Year:** 2010 **Model:** MKT **Case:** 546543130
Name: MS[redacted] **Owner Status:** Original **WSD:** 2010-07-12
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED **Primary Phone:** [redacted]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED **Secondary Phone:**
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 021000 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 07/29/2011 **Action Time:** 22.15.25.511 **Action Data:** No

Comments DISPATCH COMPLETE

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[redacted]

[redacted]

CT Corporation

Service of Process Transmittal
02/10/2011
CT Log Number 518019610

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

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] and [redacted], Pltfs. vs. Ford Motor Company, et al., Dfts.
DOCUMENT(S) SERVED:	Summons, Complaint, Exhibit, Notice, Attachment
COURT/AGENCY:	Los Angeles County, Superior Court, Hill Street, CA Case # BC454623
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - 2010 Ford Focus - Failure to replace the defective vehicle - Seeking $32,203.00
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 02/10/2011 at 12:58
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service
ATTORNEY(S) / SENDER(S):	Lawrence J. Hutchens 9047 Flower Street Bellflower, CA 90706 562 804 0600
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 796752058784 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Nancy Flores 818 West Seventh Street Los Angeles, CA 90017 213-337-4615

OFFICE OF THE GENERAL COUNSEL
11 FEB 14 P5:09
LITIGATION PRACTICE GROUP

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12:58pm 2-10-11

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
FORD MOTOR COMPANY, ADVANTAGE FORD LINCOLN MERCURY and DOES 1-20

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
KENNETH BROWN and CARLA Y. SMITH

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FEB 07 2011

John A. Clarke, Executive Officer/Clerk
BY Mary Flores, Deputy

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), 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*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

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

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES
111 North Hill Street, Los Angeles, California 90012

CASE NUMBER: *(Número del Caso):* BC 445623

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):
Lawrence J. Hutchens, 9047 Flower Street, Bellflower, California 90706

DATE: *(Fecha)* FEB 07 2011 JOHN A. CLARKE, CLERK Clerk, by *(Secretario)* Mary Flores, Deputy *(Adjunto)*

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

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*

under: ☑ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify):*

4. ☐ by personal delivery on *(date):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

American LegalNet, Inc.
www.FormsWorkflow.com

PE13-003 000205LCPV

LAWRENCE J. HUTCHENS (SBN 117673)
KALMAN A. HUTCHENS (SBN 270430)
Attorneys at Law
9047 Flower Street
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(562) 804-0600

Attorneys for Plaintiffs
KENNETH BROWN and CARLA Y. SMITH

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ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FEB 07 2011

John A. Clarke, Executive Officer/Clerk
BY Mary Flores, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KENNETH BROWN and CARLA Y. SMITH, Plaintiffs, v. FORD MOTOR COMPANY, ADVANTAGE FORD LINCOLN MERCURY, and DOES 1-20 Defendants.	Case No. BC454623 **COMPLAINT FOR DAMAGES BASED ON VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT; RESCISSION AND RESTITUTION; REVOCATION OF ACCEPTANCE**

PLAINTIFFS KENNETH BROWN and CARLA Y. SMITH ALLEGE:

I

Plaintiffs entered into the contract in the above-entitled case in the City of Duarte, County of Los Angeles, State of California.

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II

1. Defendant, FORD MOTOR COMPANY, and DOES 1 to 10 is and at all times herein mentioned was a corporation organized and existing under the laws of the State of California.

2. Defendant, ADVANTAGE FORD LINCOLN MERCURY, and DOES 11 to 20 is and at all times herein mentioned was a corporation organized and existing under the laws of the State of California.

FIRST CAUSE OF ACTION - VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT AGAINST DEFENDANT FORD MOTOR COMPANY, ADVANTAGE FORD LINCOLN MERCURY AND DOES 1-20.

I

On or about the year 2010, FORD MOTOR COMPANY manufactured the following new motor vehicle: a 2010 Ford Focus, Serial Number 1FAHP3FN1AW199700. FORD MOTOR COMPANY manufactured this new motor vehicle for its eventual sale to retail buyers. Defendants FORD MOTOR COMPANY and ADVANTAGE FORD LINCOLN MERCURY appended to such vehicle an express warranty; undertaking to preserve or maintain the utility or performance of the vehicle by means of a written statement designed to accompany the product.

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II

On or about April 17, 2010, in Duarte, California, a retail merchant, ADVANTAGE FORD LINCOLN MERCURY, sold the subject vehicle to the Plaintiffs for their personal use, at retail for the amount of $32,203.00. A true copy of the sales contract between the parties is attached hereto as Exhibit A and made a part hereof by reference.

III

In connection with the sale, Plaintiffs received the express warranty of the manufacturer in that the written statement of Defendants, FORD MOTOR COMPANY and ADVANTAGE FORD LINCOLN MERCURY and DOES 1-20 described above, accompanied the product. In addition and by operation of law, the vehicle came accompanied by the implied warranty of merchantability and fitness for a particular purpose.

IV

Plaintiffs discovered that said automobile failed to conform to the manufacturer's and retailer's specifications, in that the 2010 Ford Focus was defectively manufactured, designed or assembled. Plaintiffs thereon attempted to act on Defendants' express and implied warranties, as subject to the requirements of the Song-Beverly Act, under which Defendants FORD MOTOR COMPANY and ADVANTAGE FORD LINCOLN MERCURY were required to and did maintain local service and repair facilities.

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V

However, during the warranty period Defendants, FORD MOTOR COMPANY and ADVANTAGE FORD LINCOLN MERCURY and DOES 1-20 willfully violated the provisions of the Act and breached the express and implied warranties made to Plaintiffs, in that Defendants FORD MOTOR COMPANY and ADVANTAGE FORD LINCOLN MERCURY failed to conform the vehicle to the express warranty within a reasonable number of attempts or within 30 days. In addition, FORD MOTOR COMPANY and ADVANTAGE FORD LINCOLN MERCURY failed to return the consideration paid by Plaintiffs, or failed to replace the defective automobile. Plaintiffs performed all conditions precedent necessary to require the contractual performance of services by Defendants. Plaintiffs gave notification to Defendants during the warranty period, but Defendants, although receiving such notification, failed to replace such automobile or return consideration paid, although Plaintiffs persisted in reminding Defendants of their warranty obligations.

VI

Plaintiffs were damaged as a result of such willful breach and violation in that Plaintiffs are obligated to the lender under the sales contract, in the amount of $32,203.00.

VII

By reason of Defendants' failure to restore the consideration paid by Plaintiffs, Plaintiffs have been specifically damaged in the sum of $32,203.00. Pursuant to California Civil Code Section 1794, Plaintiffs are entitled to actual damages and a civil penalty which shall not exceed two times the amount of actual damages and reasonable attorney fees according to proof.

SECOND CAUSE OF ACTION: RESCISSION AND RESTITUTION BASED ON BREACH OF EXPRESS AND IMPLIED WARRANTIES AND FAILURE OF CONSIDERATION AGAINST DEFENDANTS ADVANTAGE FORD LINCOLN MERCURY, AND DOES 11-20.

I

Plaintiffs refer to the First Cause of Action and incorporates it as a part hereof. On or about April 17, 2010, Plaintiffs and ADVANTAGE FORD LINCOLN MERCURY, entered into a written contract, a copy of which is attached, marked Exhibit A and made a part hereof by reference, by the terms of which Plaintiffs were to pay said Defendant the sum of $32,203.00. For this consideration, ADVANTAGE FORD LINCOLN MERCURY was to deliver to Plaintiffs a 2010 Ford Focus.

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II

On or about April 17, 2010, Plaintiffs paid ADVANTAGE FORD LINCOLN MERCURY, the sum of $32,203.00 as required by the sales contract, and thereafter performed everything required by the contract to be performed by Plaintiffs, including monthly payments.

III

Despite numerous demands by Plaintiffs to do so, Defendant FORD MOTOR COMPANY has failed and has refused to perform the conditions of their warranties with Plaintiffs, in that they have failed to repair the subject vehicle so that it is in a drivable condition even after a reasonable number of attempts at repair.

IV

Plaintiffs intend service of Summons of this Complaint to serve as notice of rescission of the aforementioned contract, and will tender the vehicle on condition that Defendants restore to Plaintiffs the consideration advanced by Plaintiffs in the sum of $32,203.00 Defendants refuse, and continue to refuse to return said consideration or to recognize that said contract has been rescinded.

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V

Plaintiffs will suffer irreparable and substantial harm if consideration furnished by Plaintiffs in the sum of $32,203.00 with interest thereon at the rate of ten percent per annum from April 17, 2010, is not restored.

THIRD CAUSE OF ACTION: REVOCATION OF ACCEPTANCE BASED ON BREACH OF EXPRESS AND IMPLIED WARRANTIES AND FAILURE OF CONSIDERATION AGAINST DEFENDANTS ADVANTAGE FORD LINCOLN MERCURY, AND DOES 11-20.

I

Plaintiffs refer to the First and Second Causes of Action and incorporates it as a part hereof. On or about April 17, 2010, Plaintiffs and ADVANTAGE FORD LINCOLN MERCURY, entered into a written contract, a copy of which is attached, marked Exhibit A and made a part hereof by reference, by the terms of which Plaintiffs were to pay said Defendant the sum of $32,203.00. For this consideration, ADVANTAGE FORD LINCOLN MERCURY was to deliver to Plaintiffs a 2010 Ford Focus.

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II

On or about April 17, 2010, Plaintiffs paid ADVANTAGE FORD LINCOLN MERCURY, the sum of $32,203.00 as required by the sales contract, and thereafter performed everything required by the contract to be performed by Plaintiffs, including monthly payments.

III

Despite numerous demands by Plaintiffs to do so, Defendant FORD MOTOR COMPANY has failed and has refused to perform the conditions of their warranty with Plaintiffs, in that they have failed to repair the subject vehicle so that it is in a drivable condition even after a reasonable number of attempts at repair.

IV

Plaintiffs intend service of Summons of this Complaint to serve as notice that Plaintiffs have revoked acceptance of the aforementioned contract, and will tender the vehicle on condition that Defendants restore to Plaintiffs the consideration advanced by Plaintiffs in the sum of $32,203.00. Defendants refuse, and continue to refuse to return said consideration or to recognize that Plaintiffs have revoked acceptance of said contract.

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V

Plaintiffs will suffer irreparable and substantial harm if consideration furnished by Plaintiffs in the sum of $32,203.00 with interest thereon at the rate of ten percent per annum from April 17, 2010, is not restored.

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WHEREFORE, Plaintiffs pray for judgment on the First Cause of Action as follows;

1. For three times general damages according to proof as provided by California Civil Code beginning at 1794.

2. For incidental and consequential damages pursuant to Civil Code §1794 (b)(1) and (2) in an amount to be determined by the court.

3. For reasonable attorney's fees as provided by California Civil Code Section 1794.

4. For costs of suit herein.

5. For such other and further relief as the Court may deem proper.

Plaintiffs pray for judgment on the Second Cause of Action as follows:

1. A determination by the Court that said contract has been rescinded and ordering a restitution of the consideration paid by Plaintiffs in the sum of $32,203.00 with interest at the rate of ten percent per annum from April 17, 2010.

2. For incidental and consequential damages pursuant to Commercial Code Section 2711 through 2715 according to proof.

3. For reasonable attorney's fees as provided by California Civil Code Section 1717.

4. For costs of suit herein.

5. For such other and further relief as the Court may deem proper.

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Plaintiffs pray for judgment on the Third Cause of Action as follows:

1. A determination by the Court that Plaintiffs have revoked acceptance of said contract and ordering restitution of the consideration paid by Plaintiffs in the sum of $32,203.00 with interest at the rate of ten percent per annum from April 17, 2010.

2. For incidental and consequential damages pursuant to Commercial Code Section 2711 through 2715 according to proof.

3. For reasonable attorney's fees as provided by California Civil Code Section 1717.

4. For costs of suit herein.

5. For such other and further relief as the Court may deem proper.

DATED: February 1, 2011

By _____
LAWRENCE J. HUTCHENS
Attorney for Plaintiffs

PE13-003 000216LCPV

EXHIBIT A

DEAL 73586

Dealer Number 32849 Contract Number _____ R.O.S. Number 22130481 Stock Number E10404

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
KENNETH BROWN 216 FENIMORE AVE AZUSA CA 91702 LOS ANGELES COUNTY	CARLA Y SMITH 216 FENIMORE AVE AZUSA CA 91702 LOS ANGELES COUNTY	ADVANTAGE FORD LINCOLN MERCURY 1031 CENTRAL AVE DUARTE, CA 91010

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2010	FOCUS FORD	14	1FAHP3FN1AW199700	☒ personal, family or household ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 3400.00 is
21.60 %	$ 11431.36(e)	$ 17371.64	$ 28803.00(e)	$ 32203.00(e)

(e) means an estimate

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
59 Payments	480.05	Monthly, Beginning 06/01/10
Payments	N/A	Monthly, Beginning N/A
One Final Payment	480.05	05/01/2015

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. **Total Cash Price** $ 18590.00 (A)
   - A. Cash Price of Motor Vehicle and Accessories
     - 1. Cash Price Vehicle $ 18590.00
     - 2. Cash Price Accessories $ N/A
     - 3. Other (Nontaxable)
       - Describe N/A $ N/A
       - Describe N/A $ N/A
   - B. Document Preparation Fee (not a governmental fee) $ 55.00 (B)
   - C. Smog Fee Paid to Seller $ N/A (C)
   - D. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A (D)
   - E. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A (E)
   - F. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A (F)
   - G. (Optional) Surface Protection Product (to whom paid) N/A $ N/A (G)
   - H. (Optional) Surface Protection Product (to whom paid) N/A $ N/A (H)
   - I. Sales Tax (on taxable items in A through H) $ 1817.89 (I)
   - J. Optional DMV Electronic Filing Fee $ N/A (J)
   - K. (Optional) Service Contract (to whom paid) N/A $ N/A (K)
   - L. (Optional) Service Contract (to whom paid) N/A $ N/A (L)
   - M. (Optional) Service Contract (to whom paid) N/A $ N/A (M)
   - N. (Optional) Service Contract (to whom paid) N/A $ N/A (N)
   - O. (Optional) Service Contract (to whom paid) N/A $ N/A (O)
   - P. Prior Credit or Lease Balance paid by Seller to N/A $ N/A (P)
     (see downpayment and trade-in calculation)
   - Q. (Optional) Gap Contract (to whom paid) N/A $ N/A (Q)
   - R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (R)
   - S. Other (to whom paid) N/A $ N/A (S)
     For N/A

   Total Cash Price (A through S) $ 20462.89 (1)
2. **Amounts Paid to Public Officials**
   - A. License Fees $ 213.00 (A)
   - B. Registration/Transfer/Titling Fees $ 67.00 (B)
   - C. California Tire Fees $ 8.75 (C)
   - D. Other SMOG ABATEMENT FEE $ 20.00 (D)

   Total Official Fees (A through D) $ 308.75 (2)
3. **Amount Paid to Insurance Companies**
   (Total premiums from Statement of Insurance column a + b) $ N/A (3)
4. ☐ **Smog Certification** or ☐ **Exemption Fee Paid to State** $ N/A (4)

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 are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

		Term	Premium
$ N/A	Ded. Comp., Fire & Theft	N/A Mos.	$ N/A
$ N/A	Ded. Collision	N/A Mos.	$ N/A
Bodily Injury	$ N/A Limits	N/A Mos.	$ N/A
Property Damage	$ N/A Limits	N/A Mos.	$ N/A
Medical N/A		N/A Mos.	$ N/A
N/A		N/A Mos.	$ N/A
Total Vehicle Insurance Premiums			$ N/A (a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X [signature]
Co-Buyer [signature]
Seller ADVANTAGE FORD LINCOLN MERC

If any insurance is provided, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.	N/A	$ N/A
Credit Disability	N/A Mos.	N/A	$ N/A
Total Credit Insurance Premiums			$ N/A (b)

Insurance Company Name N/A

Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).
You want to buy the credit insurance.

_____ X N/A _____ ____
Date Buyer Signature Age

_____ X N/A _____ ____
Date Co-Buyer Signature Age

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra

PE13-003 000218LCPV

6. Total Downpayment

A. Agreed Trade-In Value Yr N/A Make 2FM $ N/A(A)

Model N/A Odom N/A

VIN N/A

B. Less Prior Credit or Lease Balance $ N/A(B)

C. Net Trade-In (A less B) (indicate if a negative number) $ N/A(C)

D. Deferred Downpayment $ N/A(D)

E. Manufacturer's Rebate $ 2500.00(E)

F. Other N/A $ N/A(F)

G. Cash $ 900.00(G)

Total Downpayment (C through G) $ 3400.00(6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. Amount Financed (5 less 6) $ 17371.64(7)

SELLER ASSISTED LOAN

BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A

Amount $ N/A Finance Charge $ N/A

Total $ N/A Payable in N/A

installments of $ N/A $ N/A

from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ **Name of autobroker receiving fee, if applicable:**

contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A

Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K,1L,1M,1N, and/or 1O.

1K Company N/A

Term N/A Mos. or N/A Miles

1L Company N/A

Term N/A Mos. or N/A Miles

1M Company N/A

Term N/A Mos. or N/A Miles

1N Company N/A

Term N/A Mos. or N/A Miles

1O Company N/A

Term N/A Mos. or N/A Miles

Buyer X N/A

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

X Kenneth Brown Buyer X Carla Smith Co-Buyer

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X Kenneth Brown

Co-Buyer Signs X Carla Smith

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X Kenneth Brown X Carla Smith

Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with the Trade-In Vehicle. You represent that you have given a true payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above in item 6B as "Prior Credit or Lease Balance," you must pay Seller the excess on demand. If the payoff amount is less than the amount shown above in item 6B as "Prior Credit or Lease Balance," Seller will refund the difference to you.

Buyer X N/A Co-Buyer X

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X Kenneth Brown Co-Buyer Signature X Carla Smith

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

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X Kenneth Brown Date 04/17/10 Co-Buyer Signature X Carla Smith Date 04/17/10

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notice of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date 04/17/10 Guarantor X _____ Date 04/17/10

Address _____ Address _____

Seller Signs ADVANTAGE FORD LINCOLN MERCURY Date 04/17/10 By X _____ Title MGR

AW FORM NO. 553-CA-ARB (REV. 5/08) U.S. PATENT NO. D460,782
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CUSTOMER / TRUTH IN LENDING COPY

NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE
Case Number _____

BC 454623

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.3©). There is additional information on the reverse side of this form

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

***Class Actions**

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

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

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

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at **www.lasuperiorcourt.org** (click on ADR).

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

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

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

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

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

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

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

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

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

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

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

Cases for Which Neutral Evaluation May Not Be Appropriate
Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

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

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
9/28/2010 CLOSED	[redacted] CLP - IN - BUYBACK STATE LL	1FAHP3FN1AW[redacted] 470081810	2010 FOCUS	09
7/16/2010 CLOSED	[redacted] CORRESPONDENCE - CORRESPONDENCE	1FAHP3FN1AW[redacted] 470081810	2010 FOCUS	01
7/15/2010 CLOSED	[redacted] CLP - IN - BUYBACK STATE LL	1FAHP3FN1AW[redacted] 470081810	2010 FOCUS	09
7/2/2010 CLOSED	[redacted] WARRANTY - DENY WARRANTY COVERAGE	1FAHP3FN1AW[redacted] 470081810	2010 FOCUS	02

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All Action Details for Issue

Print

VIN: 1FAHP3FN1AW[redacted] **Year:** 2010 **Model:** FOCUS **Case:** 470081810
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-04-17
Symptom Desc: STALLS/QUITS ACCELERATION **Primary Phone** [redacted]
Reason Desc: CLP - IN - BUYBACK STATE LL **Secondary Phone** [redacted]
Issue Type: 09 BUYBACK STATE LL **Issue Status:** CLOSED

Action: RAV EVALUATION
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** US CONCERN CASE BASE
Odometer: 11500 MI **Comm Type:** PHONE
Analyst Name: RAMDHANIE , SAMANTHA **Analyst:** SRAMDHAN
Action Date: 09/17/2010 **Action Time:** 14.41.08.913 **Action Data:** No

Comments CUSTOMER SAID: -HAVE HAD MANY PROBLEMS WITH THIS VEH -HAS BEEN IN THE SHOP A COUPLE OF TIMES FOR A RATTLE NOISE IN THE DASH -RATTLE NOISE HAS STILL NOT BEEN FIXED -NOW VEH IS STALLING -TOOK TO DLRSHIP -THE TORQUE CONVERTER IS LOCKING UP IN THE TRANSMISSION -DLRSHIP COULD NOT DUPLICATE THE PROBLEM -DLRSHIP FINALLY WAS ABLE TO DUPLICATE THE PROBLEM AND DLRSHIP REPLACED THE TRANSMISSION -VEH HAS BEEN AT DLRSHIP FOR 7 DAYS -PICKING VEH UP IN THE MORNING -VEH HAS TO GO BACK TO THE DLRSHIP NEXT SO A FIELD TECHINICIAN CAN INSPECT IT -SEEKING A BUYBACK -WILL NOT GIVE CRC A CALL ANYMORE -HAD PROBLEMS WITH EVERY FORD THAT HAS BEEN OWNED-WILL CALL ATTORNEY IF THIS IS NOT RESOLVEDDEALER SAID: ADVANTAGE FORD LINCOLN MERCURY1031 NORTH CENTRAL AVENUEDUARTE, CA 91010TEL:(877) 386-3673CRC ADVISED: YOUR REQUEST WILL BE INVESTIGATED BY A SPECIALIST HERE AT THE CUSTOMER RELATIONSHIP CENTER TO SEE IF THE VEHICLE MEETS THE STATE OF CALIFORNIA'S GUIDELINES FOR REPLACEMENT OR REPURCHASE UNDER THE LEMON LAW. IF YOUR VEHICLE DOES NOT QUALIFY, YOU WILL RECEIVE A CALL FROM A CUSTOMER CARE SPECIALIST WITHIN 5 BUSINESS DAYS TO ASSIST YOU FURTHER WITH YOUR REPAIR NEEDS. IF YOUR VEHICLE QUALIFIES FOR REPLACEMENT OR REPURCHASE, YOU WILL RECEIVE AN OFFER LETTER IN APPROXIMATELY 10 BUSINESS DAYS FROM THE REACQUIRED VEHICLE PROGRAM HEADQUARTERS. THE LETTER WILL PROVIDE FURTHER INSTRUCTIONS REGARDING DOCUMENTS AND INFORMATION THAT WILL BE NEEDED IN ORDER TO COMPLETE THE PROCESS, INCLUDING THE ORIGINAL SALES CONTRACT, CURRENT LOAN OR LEASE DOCUMENTS, AND CURRENT MILEAGE TO DETERMINE USAGE FEES. IF YOU HAVE NOT RECEIVED A COMMUNICATION FROM FORD MOTOR COMPANY WITHIN 15 BUSINESS DAYS, PLEASE CALL US HERE AT THE CUSTOMER RELATIONSHIP CENTER TO FURTHER INVESTIGATE YOUR REQUEST.-ADV CUST OF ABOVE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** DEALER
Odometer: 11500 MI **Comm Type:** VISIT
Analyst Name: FRANK PEREA **Analyst:** F-PEREA
Action Date: 09/17/2010 **Action Time:** 19.41.49.807 **Action Data:** No

Comments THE VEHICLE WAS INSPECTED AND ROAD TESTED SEVERAL TIMES BUT TECHNICIANS WERE UNABLE TO DUPLICATE THE COMPLAINT. THE CUSTOMER HAS THE VEHICLE BACK AS OF 09/17/10. FORD FIELD SERVICE ENGINEER STEVE NICHOLS HAS AGREED TO EVALUATE THE VEHICLE NEXT WEEK. HE WILL ADVISE THE DEALERSHIP AS TO HIS AVAILABILITY AND THE CUSTOMER WILL BE CONTACTED TO BRING THE VEHICLE IN FOR INSPECTION BY THE FSE.

Action: REQUEST RO FROM SERVICE MANAGER
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 11500 MI **Comm Type:** OTHER
Analyst Name: KENDALL ,ROBERT **Analyst:** RKENDAL5
Action Date: 09/20/2010 **Action Time:** 13.26.52.988 **Action Data:** No

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

Action: AWAITING ASSISTANCE - FIELD SERVICE ENGINEER
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** DEALER
Odometer: 11500 MI **Comm Type:** VISIT
Analyst Name: FRANK PEREA **Analyst:** F-PEREA
Action Date: 09/22/2010 **Action Time:** 12.59.23.396 **Action Data:** No

Comments FIELD SERVICE ENGINEER WILL INSPECT THE VEHICLE ON MONDAY SEPTEMBER 27, 2010. MR. BROWN IS CURRENTLY IN POSSESSION OF THE VEHICLE BUT WILL RETURN ON SEPTEMBER 27, 2010 FOR THE FSE INSPECTION.

Action: RECEIVED RO FROM SERVICE MANAGER
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 11500 MI **Comm Type:** OTHER
Analyst Name: KENDALL ,ROBERT **Analyst:** RKENDAL5
Action Date: 09/22/2010 **Action Time:** 17.28.03.474 **Action Data:** Yes

Comments -DRS, BOB-RECEIVED DEALER REPORT

Data Element Name	Data Value
DATE RECEIVED:	09-22-2010

Action: DRP MANAGEMENT REVIEW
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 11500 MI **Comm Type:** OTHER
Analyst Name: KENDALL ,ROBERT **Analyst:** RKENDAL5
Action Date: 09/23/2010 **Action Time:** 13.48.21.017 **Action Data:** No

Comments -DRS, BOB-EMAILED DRP MANAGEMENT

Action: MOVE CASE TO CCST FOR HANDLING
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 11500 MI **Comm Type:** OTHER
Analyst Name: KENDALL ,ROBERT **Analyst:** RKENDAL5
Action Date: 09/27/2010 **Action Time:** 12.34.17.217 **Action Data:** No

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

Action: CONCERN ADDRESSED
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 11500 MI **Comm Type:** PHONE

Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 09/28/2010 **Action Time:** 12.49.44.066 **Action Data:** Yes

Comments CSM MELISSA, X 7770 - OBC TO CUST [redacted] - WAS ABLE TO REACH - ADV CUST I AM CALLING REGARDING HIS RAV REQUEST - ADV CUST A DECISION HAS BEEN MADE AND FMC WILL NOT BE MEETING HIS BUYBACK OR REPLACEMENT REQUEST - CUST BECAME UPSET; STATED HE KNOWS HIS LAWS AND WILL CONTACT AN ATTORNEY - I ADVISED CUST THAT WOULD BE HIS NEXT STEP; TO CONTACT AN ATTORNEY - CUST THEN ABRUPTLY DISCONNECTED CALL - NO FURTHER ACTION REQUIRED; RESOLUTION PROVIDED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	68
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Action: CUSTOMER DOES NOT QUALIFY LETTER SENT

Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 11500 MI **Comm Type:** OUTBOUND MAIL-OTHER

Analyst Name: GRAHAM, SHARON **Analyst:** S-GRAH15
Action Date: 09/28/2010 **Action Time:** 13.42.31.421 **Action Data:** No

Comments DOES NOT QUALIFY LETTER SENT 9/28/10FEDEX #465332573424

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All Action Details for Issue

Print

VIN: 1FAHP3FN1AW[redacted] **Year:** 2010 **Model:** FOCUS **Case:** 470081810
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-04-17
Symptom Desc: **Primary Phone**[redacted]
Reason Desc: CORRESPONDENCE - CORRESPONDENCE **Secondary Phone:**[redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: ADD ATTACHMENT TO ISSUE

Dealer:

Origin Desc: MANUAL - CORRESPONDENCE CSR

Odometer: 4887 MI **Comm Type:** PHONE

Analyst Name: MARSHA WOJEWSKI-BOYD (MWOJEWSK) **Analyst:** MWOJEWSK

Action Date: 07/16/2010 **Action Time:** 14.32.31.885 **Action Data:** No

Comments CUSTOMER SAID: CUST CONTACTED EXECUTIVE OFFICES ON 07/13 WAS LOOKING TO SPEAK TO CRUZ. (CCST)-HE SAID HE HAS LEFT SEVERAL MSGS WITH NO RETURN CALL. WANTS TO KNOW WHAT SHE WANTS TO TALK TO HIM ABOUT-CUST ADVISED ME THAT THE DLRSHP WAS PROVIDING HIM WITH REIMBURSEMENT OF A MONTHS CAR PAYMENT-ADVISED CUST THAT I COULD CONTACT THE DLRSHP OR THE CCST ON HIS BEHALF AND HE DECLINED.NO VEH ISSUES.

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All Action Details for Issue

Print

VIN: 1FAHP3FN1AW[redacted] **Year:** 2010 **Model:** FOCUS **Case:** 470081810
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-04-17
Symptom Desc: AUTO TRANS GENERAL NOISE DURING ACCELERATION **Primary Phone:** [redacted]
Reason Desc: CLP - IN - BUYBACK STATE LL **Secondary Phone:** [redacted]
Issue Type: 09 BUYBACK STATE LL **Issue Status:** CLOSED

Action: RAV EVALUATION
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** US CONCERN CASE BASE
Odometer: 4800 MI **Comm Type:** PHONE
Analyst Name: FORTUNE, STEVEN **Analyst:** SFORTUN7
Action Date: 06/30/2010 **Action Time:** 13.03.27.348 **Action Data:** No

Comments CUSTOMER SAID: -SHIFTING FROM REVERSE TO DRIVE, COULD HEAR A RATTLING NOISE.-CUST BELIEVES THAT THE HEAT SHIELD IS RATTLING.-TOOK TO ADVANTAGE FORD FOR REPAIR.-DLR TRIED TO REPAIR BY CHANGING THE SEALS AND GASKETS.-THAT DID NOT FIX THE PROBLEM.-NOW, THEY ARE GOING TO PUT A NEW TRANSMISSION IN THE VEHICLE.-VEHICLE HAS BEEN AT THE DLRSHIP FOR 16 DAYS.-SEEKING BUYBACK OR A WARRANTY EXTENTION.-MAY SEEK LEGAL ACTION IF FORD DOES NOT BUY THE VEHICLE BACK.-IF FORD BUYS IT BACK, CUST WILL PURCHASE ANOTHER FORD.-ALSO SEEKING VEHICLE PAYMENT ASSISTANCE.DEALER SAID: -ADVANTAGE FORD LINCOLN MERCURY1031 NORTH CENTRAL AVENUEDUARTE, CA 91010TEL:(877) 386-3673CRC ADVISED: YOUR REQUEST WILL BE INVESTIGATED BY A SPECIALIST HERE AT THE CUSTOMER RELATIONSHIP CENTER TO SEE IF THE VEHICLE MEETS THE STATE OF CALIFORNIA'S GUIDELINES FOR REPLACEMENT OR REPURCHASE UNDER THE LEMON LAW. IF YOUR VEHICLE DOES NOT QUALIFY, YOU WILL RECEIVE A CALL FROM A CUSTOMER CARE SPECIALIST WITHIN 5 BUSINESS DAYS TO ASSIST YOU FURTHER WITH YOUR REPAIR NEEDS. IF YOUR VEHICLE QUALIFIES FOR REPLACEMENT OR REPURCHASE, YOU WILL RECEIVE AN OFFER LETTER IN APPROXIMATELY 10 BUSINESS DAYS FROM THE REACQUIRED VEHICLE PROGRAM HEADQUARTERS. THE LETTER WILL PROVIDE FURTHER INSTRUCTIONS REGARDING DOCUMENTS AND INFORMATION THAT WILL BE NEEDED IN ORDER TO COMPLETE THE PROCESS, INCLUDING THE ORIGINAL SALES CONTRACT, CURRENT LOAN OR LEASE DOCUMENTS, AND CURRENT MILEAGE TO DETERMINE USAGE FEES. IF YOU HAVE NOT RECEIVED A COMMUNICATION FROM FORD MOTOR COMPANY WITHIN 15 BUSINESS DAYS, PLEASE CALL US HERE AT THE CUSTOMER RELATIONSHIP CENTER TO FURTHER INVESTIGATE YOUR REQUEST.

Action: REQUEST RO FROM SERVICE MANAGER
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 4887 MI **Comm Type:** OTHER
Analyst Name: KENDALL ,ROBERT **Analyst:** RKENDAL5
Action Date: 07/01/2010 **Action Time:** 13.15.57.784 **Action Data:** No

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

Action: RECEIVED RO FROM SERVICE MANAGER
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 4887 MI **Comm Type:** OTHER
Analyst Name: KENDALL ,ROBERT **Analyst:** RKENDAL5
Action Date: 07/02/2010 **Action Time:** 08.42.24.673 **Action Data:** Yes

Comments -DRS, BOB-RECEIVED DEALER REPORT, ADVANTAGE FORD

Data Element Name	Data Value
DATE RECEIVED:	07-01-2010

Action: MOVE CASE TO CCST FOR HANDLING
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 4887 MI **Comm Type:** OTHER
Analyst Name: KENDALL ,ROBERT **Analyst:** RKENDAL5
Action Date: 07/02/2010 **Action Time:** 15.49.16.525 **Action Data:** No

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

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** DEALER
Odometer: 4887 MI **Comm Type:** VISIT
Analyst Name: FRANK PEREA **Analyst:** F-PEREA
Action Date: 07/02/2010 **Action Time:** 17.25.28.071 **Action Data:** No

Comments MR[redacted] STATED THAT HE WOULD APPRECIATE A FINANCIAL AWARD FROM FORD MO CO EQUIVALENT TO ONE MONTHLY PAYMENT IN CONSIDERATION OF THE EXCESSIVE AMOUNT OF TIME HE HAS BEEN WITHOUT HIS VEHICLE DURING THIS REPAIR VISIT.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 4887 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 07/06/2010 **Action Time:** 15.25.44.287 **Action Data:** Yes

Comments CCS MELISSA, X 7424 - CASE REVIEW: ONLY VEH ON FILE, LTV SCORE OF 70 - NO ESP ON FILE - PER GCQIS, REPORT # AFQDC002 - OBC TO S/M FRANK PEREA @ 626-599-7222 - NO ANSWER - LM REQUESTING A CALLBACK/UPDATE ON CASE *** OBC TO CUST @[redacted] - NO ANSWER - LM WITH MY CONTACT INFO ADV I WILL F/U WEDS, 7/7

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-07-2010
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 4887 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 07/07/2010 **Action Time:** 16.26.09.797 **Action Data:** Yes

Comments OBC TO CUST @[redacted] - NO ANSWER -LM WITH MY CONTACT INFO WITH CHILD THAT ANSWERED - REP WILL F/U THURS, 7/8

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-08-2010

TIME OF FOLLOW UP (HH:MM): 20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 4887 MI **Comm Type:** OUTBOUND EMAIL-OTHER
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 07/08/2010 **Action Time:** 12.07.24.250 **Action Data:** No

Comments RO 242987, LINE 01, $515.88 (MONTHLY PAYMENT & CONSQ EXPENSE) - APPROVAL CODE IS M06EH - SUBMIT UNDER PROGRAM CODE, P11 *** PROVIDED TO S/M FRANK PEREA

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 4887 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 07/08/2010 **Action Time:** 12.29.19.215 **Action Data:** Yes

Comments OBC TO CUST [redacted] - A CHILD ANSWERED THE PHONE ADVISING CUST WAS NOT IN AND TO CALL BACK LATER - REP WILL WORK WITH DLR TO ENSURE CUST RECEIVES MONTHLY PAYMENT AND CONSQ REIMB - WILL F/U WITH CUST THURS, 7/15

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-15-2010
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** DEALER
Odometer: 4887 MI **Comm Type:** VISIT
Analyst Name: FRANK PEREA **Analyst:** F-PEREA
Action Date: 07/14/2010 **Action Time:** 13.19.40.037 **Action Data:** No

Comments CCST AUTHORIZED ONE MONTHLY PAYMENT AND A TANK OF FUEL FOR MR. [redacted] DEALERSHIP HAS PROCESSED BOTH AWARDS. TANK WAS FILLED WHEN CUSTOMER PICKED UP COMPLETED VEHICLE. CHECK FOR MONTHLY PAYMENT WAS MAILED TO CUSTOMER ON MONDAY JULY 12, 2010.

Action: CONCERN ADDRESSED
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 4887 MI **Comm Type:** OTHER
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 07/15/2010 **Action Time:** 17.06.21.334 **Action Data:** Yes

Comments CLOSING CASE PER DLR COMMENTS - NO FURTHER ACTION REQUIRED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	70
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N

X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	Y
--ESTIMATED REPAIR COST(@WARR RATES) ($)	515.88
--CUSTOMER'S SHARE OF REPAIR COST ($)	0
--DEALER'S SHARE OF REPAIR COST-P18 ($)	0
--DEALER'S SHARE OF REPAIR COST-OTHER($)	0
--FORDS'S SHARE OF REPAIR COST-P11 ($)	515.88
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

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All Action Details for Issue

Print

VIN: 1FAHP3FN1A[redacted] **Year:** 2010 **Model:** FOCUS **Case:** 470081810
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-04-17
Symptom Desc: INTERIOR TRIM CONSOLE APPEARANCE **Primary Phone:** [redacted]
Reason Desc: WARRANTY - DENY WARRANTY COVERAGE **Secondary Phone:** [redacted]
Issue Type: 02 INFORMATION **Issue Status:** CLOSED

Action: DIGITAL IMG- DECLINE WARRANTY COVERAGE
Dealer: 02677 ADVANTAGE FORD LINCOLN MERCURY **Origin Desc:** DIGITAL IMAGING
Odometer: 4887 MI **Comm Type:** PHONE
Analyst Name: LOMBARD, LORETTA **Analyst:** LLOMBAR1
Action Date: 07/02/2010 **Action Time:** 19.42.27.146 **Action Data:** No

Comments WARRANTY DENIED TO REPLACE CENTER CONSOLE BEZEL. THIS LOOKS LIKE DAMAGE FROM SOMETHING BEING SPILLED OR AN AIR FRESHNER. DEALER ONLY HOTLINE IF ANY QUESTIONS, CALL 1-800-826-4694

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CF

CONSUMER AFFAIRS SECTION

10 OCT 25 A10:49

LAW OFFICES OF

ELIZABETH DELEVIE AGMON

16501 VENTURA BOULEVARD, SUITE 401
ENCINO, CALIFORNIA 91436-2068
TELEPHONE (818) 344-7022
FAX (818) 344-7032
E-MAIL delevieagmon@hotmail.com

October 20, 2010

Sent Via Certified Mail/Return Receipt
Article # 70060100000009348280

RECEIVED

Ford Motor Company
Litigation Prevention Section
Executive Offices
16800 Executive Plaza Drive
Mail Drop 3NE-B
Dearborn, MI 48126

RE: [redacted] v. Ford Motor Company

Dear Sir or Madam:

This letter serves to inform you that this firm has been retained by [redacted] to represent them in their case against Ford Motor Company arising out of their purchase of a defective 2010 Ford Focus, Vehicle Identification Number (VIN) 1FAHP3FN1A[redacted] from Advantage Ford Lincoln Mercury on April 17, 2010. Enclosed herewith are copies of [redacted] sales contract, current registration, repair orders (which also evidence some rental cars), and rental car receipts .

With this letter I also enclose a copy of the Notice of Rescission of Contract, Rejection and/or Revocation of Acceptance of the vehicle. Pursuant to their rights under the Commercial Code, [redacted] will be holding the vehicle to protect their secured interest in the vehicle until Ford Motor Company returns all money and consideration paid by them and compensates them for incidental and consequential damages, attorneys fees, costs and expenses arising out of this matter.

At the present time we are prepared to settle this case for $23,154.28, based upon the damage calculation sheet enclosed herewith, plus reasonable attorneys fees. This is an offer to compromise this claim.

You are specifically instructed not to contact my clients, [redacted], and I suggest that you present this letter along with the enclosures to your legal counsel for review. Please have him or her contact me so that we can determine whether or not we will be able to resolve this matter or whether it will be necessary to file a complaint. As you are

aware, if it is necessary to file a complaint, Ford Motor Company may be liable for a civil penalty of up to $46,308.56.

I look forward to hearing from you.

Very truly yours,

Elizabeth Delevie Agmon

encls.
cc. [redacted]

DAMAGE CALCULATION SHEET

Contract Purchase Price	
Purchase Price down payment	$ 3,400.00
Payments as of October 20, 2010	$ 2,400.25
Loan payoff as of October 20, 2010 (good through October 30, 2010)	$17,209.94
Incidental & Consequential Damages	
Unreimbursed alternative transportation:	$ 144.09
Total:	$23,154.28

NOTICE OF RESCISSION OF CONTRACT,
REJECTION AND/OR REVOCATION OF ACCEPTANCE OF VEHICLE

I.

Notice is hereby given that [redacted] rescind that certain contract signed by them on April 17, 2010 at Advantage Ford Lincoln Mercury, an authorized Ford Motor Company dealership in Duarte, California, by the terms of which [redacted] entered into the purchase of a 2010 Ford Focus, Vehicle Identification Number (VIN) 1FAHP3FN1A[redacted]. The total purchase price with financing was $32,203.00. A copy of the Purchase Contract is attached hereto as Exhibit A.

II.

[redacted] hereby exercise their rights to revoke acceptance of this vehicle because the vehicle was sold to them under fraud and mistake, and further because it fails to conform to the applicable warranties.

III.

The grounds for rescission of the contract and revocation of acceptance of the vehicle are as follows:

a. Violation of the Repurchase/Replacement Provisions of the Lemon Law

Since the date of purchase, the vehicle has been in for repair an unreasonable number of times due to defective conditions in the vehicle. Such conditions substantially impair the use, safety and value of the vehicle. Ford Motor Company and its representatives have been unable to repair the defects and have refused to replace the vehicle or refund to [redacted] the money paid for the vehicle pursuant to the Song-Beverly Consumer Warranty Act. As a result, the consideration received by [redacted] under the contract has failed in whole or material part through the fault of the manufacturer and its representatives.

[redacted] entered into the contract under the mistaken belief that the vehicle was free from defects and was in a fit and merchantable condition. In fact, the vehicle was defective, unfit for use as safe and reliable transportation, and in an unmerchantable condition at the time of sale. Had [redacted] known the true condition of the vehicle, they would not have entered into the contract and would not have taken delivery of the vehicle.

IV.

Based on the above facts and circumstances, the vehicle has failed in material respect to comply with the representations and warranties made by Ford Motor Company and its authorized representative Advantage Ford Lincoln Mercury, and justifies [redacted].

revoking acceptance of the contract (Exhibit A). The public interest would be prejudiced in permitting this contract to stand, insofar as it was obtained by mistake of fact or fraud and breach of warranty, and insofar as it would permit the maintenance of an unsafe or unreliable vehicle on our public highways, and therefore the contract should be rescinded.

V.

with this Notice of Rescission, Rejection and/or Revocation of Acceptance, hereby tender to Ford Motor Company, that certain 2010 Ford Focus, VIN 1FAHP3FN1A. Demand is hereby made for refund of the full purchase price, finance charges, and all other consequential and incidental damages, along with legal fees and costs, as allowed by law.

October 20, 2010

Elizabeth Delevie Agmon
Attorney for

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE

DEAL 73586

Dealer Number 32849 Contract Number _____ R.O.S. Number 22130481 Stock Number F10404

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[redacted] AZUSA CA [redacted] LOS ANGELES COUNTY	[redacted] AZUSA CA [redacted] LOS ANGELES COUNTY	ADVANTAGE FORD LINCOLN MERCURY 1031 CENTRAL AVE DUARTE, CA 91010

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2010	FOCUS FORD	14	1FAHP3FN1A[redacted]	☒ personal, family or household ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 3400.00
21.60 %	$ 11431.36(e)	$ 17371.64	$ 28803.00(e)	$ 32203.00(e)

(e) means an estimate

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
59 Payments	480.05	Monthly, Beginning 06/01/10
Payments	N/A	Monthly, Beginning N/A
One Final Payment	480.05	05/01/2015

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price
   - A. Cash Price of Motor Vehicle and Accessories $ 18590.00 (A)
     - 1. Cash Price Vehicle $ 18590.00
     - 2. Cash Price Accessories $ N/A
     - 3. Other (Nontaxable)
       - Describe N/A $ N/A
       - Describe N/A $ N/A
   - B. Document Preparation Fee (not a governmental fee) $ 55.00 (B)
   - C. Smog Fee Paid to Seller $ N/A (C)
   - D. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A (D)
   - E. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A (E)
   - F. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A (F)
   - G. (Optional) Surface Protection Product (to whom paid) N/A $ N/A (G)
   - H. (Optional) Surface Protection Product (to whom paid) N/A $ N/A (H)
   - I. Sales Tax (on taxable items in A through H) $ 1817.89 (I)
   - J. Optional DMV Electronic Filing Fee $ N/A (J)
   - K. (Optional) Service Contract (to whom paid) N/A $ N/A (K)
   - L. (Optional) Service Contract (to whom paid) N/A $ N/A (L)
   - M. (Optional) Service Contract (to whom paid) N/A $ N/A (M)
   - N. (Optional) Service Contract (to whom paid) N/A $ N/A (N)
   - O. (Optional) Service Contract (to whom paid) N/A $ N/A (O)
   - P. Prior Credit or Lease Balance paid by Seller to N/A $ N/A (P)
     (see downpayment and trade-in calculation)
   - Q. (Optional) Gap Contract (to whom paid) N/A $ N/A (Q)

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 are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

		Term	Premium
$ N/A	Ded. Comp., Fire & Theft	N/A Mos.	$ N/A
$ N/A	Ded. Collision	N/A Mos.	$ N/A
Bodily Injury $ N/A	Limits	N/A Mos.	$ N/A
Property Damage $ N/A	Limits	N/A Mos.	$ N/A
Medical N/A		N/A Mos.	$ N/A
N/A		N/A Mos.	$ N/A
Total Vehicle Insurance Premiums			$ N/A (a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X [redacted]

Co-Buyer [redacted]

Seller X ADVANTAGE FORD LINCOLN MERC

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.	N/A	$ N/A
Credit Disability	N/A Mos.	N/A	$ N/A
Total Credit Insurance Premiums			$ N/A (b)

Insurance Company Name N/A

Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above. You a[illegible] insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for

EXHIBIT K

Q. (Optional) Gap Contract (to whom paid) N/A $ N/A (Q)
R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (R)
S. Other (to whom paid) N/A $ N/A (S)
For N/A

Total Cash Price (A through S) $ 20462.89 (1)

2. **Amounts Paid to Public Officials**
A. License Fees $ 213.00 (A)
B. Registration/Transfer/Titling Fees $ 67.00 (B)
C. California Tire Fees $ 8.75 (C)
D. Other SMOG ABATEMENT FEE $ 20.00 (D)
Total Official Fees (A through D) $ 308.75 (2)

3. **Amount Paid to Insurance Companies**
(Total premiums from Statement of Insurance column a + b) $ N/A (3)

4. ☐ **Smog Certification or** ☐ **Exemption Fee Paid to State** $ N/A (4)

5. **Subtotal** (1 through 4) $ 20771.64 (5)

6. **Total Downpayment**
A. Agreed Trade-In Value Yr N/A Make 2FM $ N/A (A)
Model N/A Odom N/A
VIN N/A
B. Less Prior Credit or Lease Balance $ N/A (B)
C. Net Trade-In (A less B) (indicate if a negative number) $ N/A (C)
D. Deferred Downpayment $ N/A (D)
E. Manufacturer's Rebate $ 2500.00 (E)
F. Other N/A $ N/A (F)
G. Cash $ 900.00 (G)
Total Downpayment (C through G) $ 3400.00 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. **Amount Financed** (5 less 6) $ 17371.64 (7)

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in N/A
Installments of $ N/A $ N/A
from this Loan is shown in Item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:
☐ **Name of autobroker receiving fee, if applicable:**

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.
X Buyer X Co-Buyer

reached your 60th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).
You want to buy the credit insurance.

Date X N/A Age
Buyer Signature
Date X N/A Age
Co-Buyer Signature

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.
Term N/A Mos. N/A
Name of Gap Contract
I want to buy a gap contract.
Buyer Signa X N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in Item 1K, 1L, 1M, 1N, and/or 1O.
1K Company N/A
Term N/A Mos. or N/A Miles
1L Company N/A
Term N/A Mos. or N/A Miles
1M Company N/A
Term N/A Mos. or N/A Miles
1N Company N/A
Term N/A Mos. or N/A Miles
1O Company N/A
Term N/A Mos. or N/A Miles
Buyer X N/A

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.
Buyer Signs X
Co-Buyer Signs X

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.
S/S X X

Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with the Trade-In Vehicle. You represent that you have given a true payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above in Item 6B as "Prior Credit or Lease Balance," you must pay Seller the excess on demand. If the payoff amount is less than the amount shown above in Item 6B as "Prior Credit or Lease Balance," Seller will refund the difference to you.
Buyer X N/A Co-Buyer X

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED ... NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSU

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OF DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSUR/

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X Kenneth Brown X Carla Smith

Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with the Trade-In Vehicle. You given a true payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above in Item 6B as "Prior Credit or Lease Seller the excess on demand. If the payoff amount is less than the amount shown above in Item 6B as "Prior Credit or Lease Balance," Seller will refi

Buyer X N/A Co-Buyer X

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitle in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performar under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness eviden

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an invest of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X Kenneth Brown Co-Buyer Signature X Carla Smith

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assig and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERI CONFIRM THAT BEFORE Y WE GAVE IT TO YOU, AND AND REVIEW IT. YOU ACK READ BOTH SIDES OF THI ARBITRATION CLAUSE ON SIGNING BELOW. YOU CO COMPLETELY FILLED-IN C

Buyer Signature X Kenneth Brown Date 04/17/10 Co-Buyer Signature X Carla Smith

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on th does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X Address

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fa on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarant complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer m payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) ot relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of

Guarantor X Date 04/17/10 Guarantor X

Address Address

Seller Signs ADVANTAGE FORD LINCOLN MERCURY Date 04/17/10 By X

LAW FORM NO. 553-CA-ARB (REV. 3/08) U.S. PATENT NO. D460,782
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CUSTOMER / TRUTH IN LEI

Warranties of Buyer. You promise you have given true and correct information in your application for credit and you have no knowledge that will make that information untrue. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE

A CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address ...

...ing, financial disaster, or other contracts ...
...ype for you, and
...ceeds from insurance, maintenance, service, or
contracts we finance or you. This includes any
s of premiums or charges from the contracts.
as payment of all you owe on this contract. It also
ur other agreements in this contract as the law
, will make sure the title shows our security
n) in the vehicle
You must have on the vehicle
o have physical damage insurance covering loss
e to the vehicle for the term of this contract. The
must cover our interest in the vehicle. If you do not
insurance, we may, if we choose, buy physical
surance. If we decide to buy physical damage
we may either buy insurance that covers your
our interest in the vehicle or buy insurance

REGISTRATION VALID FROM TYPE LICENSE NUMBER

AUTO 04/18/2010 TO 04/18/2011 11 [redacted]

LICENSE IDENTIFICATION NUMBER [redacted] MAKE [redacted]

MODEL		DATE FIRST SOLD	CLASS		Yr. Model
SD	00	00/00/2010	EF	0000	2010

DATE ISSUED	TYPE VEH	MP	AZ	WL	UNLADEN GROSS	TOTAL FEES PAID
07/17/2010	120	G	0		00000	$0

1900 8

OWNER [redacted]

AZUSA CA [redacted]

AMERICREDIT FNCL SVCS
PO BX 182673
ARLINGTON
TX 760[redacted]

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

A [illegible]

818-844-2406

CUSTOMER #: 66856

240463

INVOICE

Advantage
FORD
LINCOLN MERCURY
1031/1051 Central Ave. · Duarte, CA 91010
PHONE: 626-359-9669 FAX: 626-358-0780
BAR License # ARD186782 EPA # CAD983665324

[redacted]

AZUSA, CA [redacted]

[redacted]

PAGE 1

SERVICE HOURS:
MONDAY-FRIDAY 7:00AM-6:00PM SATURDAY 7:30AM-4:00PM
www.advantageford.com

SERVICE ADVISOR: 7510 MICHAEL SANTANA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE	TAG
SZ BLUE FI	10	FORD FOCUS	1FAHP3FN1AW[redacted]		2501/000	T6260

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
17APR10 DD			17:00 18MAY10		0.00	CASHF	18MAY10

R.O. OPENED	READY	OPTIONS:
09:58 18MAY10	16:39 18MAY10	STK:F10404 ENG:99N TRN:442

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A DIAGNOSE WHY VEHICLE MAKES A LOUD SQUEAK NOISE WHEN DRIVING SLOW SPEEDS FROM FRONT END OF VEHICLE: TEST DRIVE TO VERIFY CONCERN.
03 BRAKES-SUSPENSION-STEERING DEPT
7524 ISPF (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

UNABLE TO VERIFY CONCERN.
****

B DIAGNOSE WHY VEHICLE MAKES A RATTLE TYPE NOISE WHEN COMING TO A SLOW. NOISE COMES FROM UNDER VEHICLE.
03 BRAKES-SUSPENSION-STEERING DEPT
7510 ISPF (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

CUSTOMER TO RETURN FOR DIAGNOSIS.
****

C DIAGNOSE WHY VEHICLE FEELS AS IF ITS GOING TO FISH TAIL WHEN DRIVING FREEWAY SPEEDS. TEST DRIVE TO VERIFY CONCERN.
03 BRAKES-SUSPENSION-STEERING DEPT
7524 ISPF (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

NO PROBLEM FOUND*CHECKED TIRE PSI - O.K. CHECKED SUSPENSION. NO PROBLEM FOUND.
****

D DIAGNOSE WHY VEHICLE BRAKES MAKE A SQUEAK TYPE NOISE FROM REAR BRAKES WHEN REVERSING AND SLOWING.
CAUSE:
03 BRAKES-SUSPENSION-STEERING DEPT
7524 ISPF (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

UNABLE TO VERIFY CONCERN.
****

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. I ALSO ACKNOWLEDGE RECEIPT OF A COPY OF THIS INVOICE.

X_____

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

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

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CUSTOMER COPY

CUSTOMER #: 66856

241779

INVOICE

Advantage FORD LINCOLN MERCURY
1031/1051 Central Ave. • Duarte, CA 91010
PHONE: 626-359-9889 FAX: 626-358-0780
BAR License # ARD195762 EPA # CAD983685324

[redacted]

AZUSA, CA [redacted]
HOME: [redacted]
BUS: [redacted]

PAGE 1

SERVICE HOURS:
MONDAY-FRIDAY 7:00AM-8:00PM SATURDAY 7:30AM-4:00PM
www.advantageford.com

SERVICE ADVISOR: 7510 MICHAEL SANTANA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE	TAG
SZ BLUE FL	10	FORD FOCUS	1FAHP3FN1AW[redacted]		4887/000	T6576

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
17APR10 DD			17:00 16JUN10		0.00	CASHF	07JUL10

R.O. OPENED	READY	OPTIONS:
10:08 14JUN10	15:30 07JUL10	STK:F10404 ENG:99N TRN:442

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A FREE FIRST OIL CHANGE CHANGE ENGINE OIL AND FILTER. CORRECT FLUID LEVELS AND TIRE AIR PRESSURE. LUBRICATE CHASSIS AS NECESSARY.
FILOF FREE FIRST OIL CHANGE. CHANGE ENGINE OIL AND FILTER. CORRECT FLUID LEVELS AND TIRE AIR PRESSURE. LUBRICATE CHASSIS AS NECESSARY.
7556ILOFF (N/C)
1 FL*910* FILTER ASY - OIL (N/C)
5 5W20 OIL 5W20 (N/C)
MISC FREE OIL CHANGE
PO#FRE1STLOF
ILOFF (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

****

B PERFORM MULTI-POINT INSPECTION. INSPECT COOLING SYSTEM, BELTS HOSES, STEERING LINKAGE, SUSPENSION, EXHAUST SYSTEM, WINDSHIELD WIPER BLADES AND OPERATION. TEST BATTERY AND RECORD RESULT. MEASURE AND RECORD TIRE TREAD DEPTHS.
99P PERFORM MULTI-POINT INSPECTION. INSPECT COOLING SYSTEM, BELTS HOSES, STEERING LINKAGE, SUSPENSION, EXHAUST SYSTEM, WINDSHIELD WIPER BLADES AND OPERATION. TEST BATTERY AND RECORD RESULT. MEASURE AND RECORD TIRE TREAD DEPTHS.
7556ILOFF (N/C)
GBATT BATTERY PASSED TEST
7556ILOFF (N/C)
GTIRE TIRES HAVE 6/32" OR MORE TREAD DEPTH
7556ILOFF (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

****

C WARRANTY TAP RENTAL

PAID
R.O. #
☐ Cash
☐ Check #
☐ Credit Card Type
Amount $70.20
Date
Completed By

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. I ALSO ACKNOWLEDGE RECEIPT OF A COPY OF THIS INVOICE.

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NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

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

Rental, $70.20

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CUSTOMER #: 66856

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INVOICE

PAGE 2

Advantage FORD LINCOLN MERCURY
1031/1051 Central Ave. - Duarte, CA 91010
PHONE: 626-359-9888 FAX: 626-358-0760
BAR License # ARD195782 EPA # CAD983885324
SERVICE HOURS:
MONDAY-FRIDAY 7:00AM-8:00PM SATURDAY 7:30AM-4:00PM
www.advantageford.com

[redacted]
AZUSA, CA [redacted]
HOME
BUS: [redacted]

SERVICE ADVISOR: 7510 MICHAEL SANTANA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE	TAG
SZ BLUE FI	10	FORD FOCUS	1FAHP3FN1AW[redacted]		4887/000	T6576

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
17APR10 DD			17:00 16JUN10		0.00	CASHF	07JUL10

RO OPENED	READY
10:08 14JUN10	15:30 07JUL10

OPTIONS: STK:F10404 ENG:99N TRN:442

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

CAUSE:
TAPRENTAL WARRANTY TAP RENTAL
1 7999 WRTF N/C (N/C)
MISC 24 DAYS TAP AGREEMNT#37504
PO#TAP
WRTF (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****
D DIAGNOSE WHY VEHICLE MAKES A CLUNK TYPE NOISE WHEN SHIFTING VEHICLE
FROM REVERSE TO DRIVE.
CAUSE:
05 AUTOMATIC TRANSMISSION DEPT
7111 WF (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
4683
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

REFER LINE E
****
E DIAGNOSE WHY VEHICLE TRANS MAKES A MOTORIZED NOISE WHEN COMING TO A
STOP. CONCERN ONLY PRESENT WHEN SLOWING SPEEDS AND BRAKING.
TEST DRIVE TO VERIFY CONCERN.
CAUSE:
05 AUTOMATIC TRANSMISSION DEPT
7111 WF (N/C)
1 9S4Z*7153*A KIT - GASKET (N/C)
1 XS4Z*7A098*AC SCREEN ASY (N/C)
1 XS4Z*7A262*BB PISTON (N/C)
1 XS4Z*7D402*AC PISTON (N/C)
1 XS4Z*7H360*AB PISTON - FORWARD CLUTCH BALANC (N/C)
1 XS4Z*7A262*CC PISTON (N/C)

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. I ALSO ACKNOWLEDGE RECEIPT OF A COPY OF THIS INVOICE.

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NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

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

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CUSTOMER #: 66856

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INVOICE

Advantage
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LINCOLN MERCURY
1031/1051 Central Ave. • Duarte, CA 91010
PHONE: 626-359-9689 FAX: 626-358-0780
BAR License # ARD195782 EPA # CAD983685324
www.advantageford.com

[redacted]

AZUSA CA [redacted]

[redacted]

SERVICE ADVISOR: 7510 MICHAEL SANTANA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE	TAG
SZ BLUE FL	10	FORD FOCUS	1FAHP3FN1AW[redacted]		4887/000	T6576

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
17APR10 DD			17:00 16JUN10		0.00	CASHF	07JUL10

R.O. OPENED	READY	OPTIONS:
10:08 14JUN10	15:30 07JUL10	STK:F10404 ENG:99N TRN:442

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

1 8S4Z*7000*A AUTOMATIC TRANSMISSION ASY (N/C)
CONFIRMATION CODE A0133506
1 *ALLOWANCE* ALLOWANCE (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
4683
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

PERFORMED TRANSMISSION DIAGNOSIS. NO CODES. PERFORMED MONITOR ROADTEST. VERIFIED CONCERN. REMOVED TRANSMISSION. TEARDOWN, EVALUATE AND CONTACT HOTLINE. RECOMMEND RESEAL AND RECHECK TRANSMISSION. MOUNT TRANSMISSION TO FIXTURE. RECONDITIONED TRANSMISSION. INSPECTED CONVERTER FOR CONTAMINATION. FLUSHED TRANSMISSION COOLER. OVERHAULED VALVE BODY FOR INSPECTION. REINSTALLED TRANSMISSION. NOISE STILL REMAINS. CONTACTED HOTLINE. PERFORMED REQUESTED DIAGNOSIS AND TEST. HOTLINE RECOMMENDED REPLACE TRANSMISSION ASSY. COMPLETED FORMS AND DATA FOR ONLINE COST CAP. REPLACED TRANSMISSION, NEW. FLUSHED TRANSMISSION COOLER. ROADTESTED AFTER REPAIR. TRANSMISSION OPERATION NORMAL AT THIS TIME. 06.21.10 8.10 18.45, 06.22.10 13.35 16.08, 06.23.10 8.58 17.75, 06.24.10 8.18 11.52, 11.56 16.04.

****

F DIAGNOSE WHY VEHICLE MAKES A CRACKLING TYPE NOISE FROM RIGHT HAND SIDE OF DASH AREA WHEN DRIVING FREEWAY SPEEDS. RADIO MUST BE OFF TO HEAR NOISE.
CAUSE: 4887 NO PROBLEM FOUND. NO SERVICE BULLETINS OR SERVICE MESSAGES.
01 QUICK SERVICE-A/C-ELECTRICAL DEPT
7649 WF (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
8189
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. I ALSO ACKNOWLEDGE RECEIPT OF A COPY OF THIS INVOICE.

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NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

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

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Advantage
FORD
LINCOLN MERCURY
1031/1061 Central Ave. - Duarte, CA 91010
PHONE: 626-359-9669 FAX: 626-358-0780
BAR License # ARD196782 EPA # CAD983686324
SERVICE HOURS:
MONDAY-FRIDAY 7:00AM-6:00PM SATURDAY 7:30AM-4:00PM
www.advantageford.com

[redacted]

AZUSA, CA[redacted]

[redacted]

SERVICE ADVISOR: 7510 MICHAEL SANTANA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE	TAG
SZ BLUE FL	10	FORD FOCUS	1FAHP3FN1A[redacted]		4887/000	T6576

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
17APR10 DD			17:00 16JUN10		0.00	CASHF	07JUL10

RO OPENED	READY	OPTIONS:
10:08 14JUN10	15:30 07JUL10	STK:F10404 ENG:99N TRN:442

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

NO PROBLEM FOUND, NO SERVICE BULLETINS OR SERVICE MESSAGES.

****

G DIAGNOSE WHY VEHICLE VISORS WHEN TRYING TO USE WILL MOVE BACK TOWARDS WINDSHIELD AREA AND SIT AT A BAD ANGLE.

CAUSE:

01 QUICK SERVICE-A/C-ELECTRICAL DEPT

7649 WF (N/C)

1 8S4Z*5404105*AB VISOR ASY - SUN (N/C)

1 8S4Z*5404104*AB VISOR ASY - SUN (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

8189

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

REPLACED BOTH SUN VISORS. DI APPROVAL CODE PAAKX.

****

H DIAGNOSE WHY VEHICLE GEAR SHIFTER MOULDING IS STARTING TO CRACK AND PEEL.

CAUSE: 4887 CLAIM DENIED BY DIGITAL IMAGING. DAMAGED CAUSED BY AIR FRESHENER OR SOMETHING SPILLED PER DIGITAL IMAGING.

01 QUICK SERVICE-A/C-ELECTRICAL DEPT

7649 WF (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

8189

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00

CLAIM DENIED BY DIGITAL IMAGING. DAMAGED CAUSED BY AIR FRESHENER OR SOMETHING SPILLED PER DIGITAL IMAGING.

****

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NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

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

CUSTOMER COPY

CUSTOMER #: 66856

246179

INVOICE

Advantage
FORD
LINCOLN MERCURY
1031/1061 Central Ave. - Duarte, CA 91010
PHONE: 626-359-9699 FAX: 626-358-0780
BAR License # ARD195762 EPA # CAD983565324

[redacted]
AZUSA, CA [redacted]

PAGE 1

SERVICE HOURS:
MONDAY-FRIDAY 7:00AM-6:00PM SATURDAY 7:30AM-4:00PM
www.advantageford.com

SERVICE ADVISOR: 7510 MICHAEL SANTANA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE	TAG
SZ BLUE FL	10	FORD FOCUS	1FAHP3FN1AW[redacted]		11832/000	T6612

DELIV DATE	PROD DATE	WARR EXP	PROMISED	P.O. NO.	RATE	PAYMENT	INV. DATE
17APR10 DD			17:00 10SEP10		0.00	CASHF	18SEP10

R.O. OPENED	READY	OPTIONS:
11:52 09SEP10	07:39 18SEP10	STK:F10404 ENG:99N TRN:442

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A TIRE PRESSURE CHECK AND INFLATE SERVICE TIRES RELATED TO (PSI)
R.F. , L.F. , R.R. , L.R. .
TP TIRE PRESSURE CHECK AND INFLATE SERVICE TIRES
INFLATED TO (PSI) R.F. , L.F. ,
[redacted]
7111 CPCF 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

RF 32, LF 32, RR 32, LR 32
****
B THE WORKS PACKAGE CHANGE ENGINE OIL AND FILTER. CORRECT FLUID LEVELS
AND TIRE AIR PRESSURE. LUBRICATE CHASSIS AS NECESSARY. ROTATE
TIRES AND INSPECT BRAKES. RESET OIL CHANGE WARNING LIGHT OR
MESSAGE IF EQUIPPED.
TW THE WORKS PACKAGE CHANGE ENGINE OIL AND
FILTER. CORRECT FLUID LEVELS AND TIRE AIR
PRESSURE. LUBRICATE CHASSIS AS NECESSARY.
ROTATE TIRES AND INSPECT BRAKES. RESET OIL
CHANGE WARNING LIGHT OR MESSAGE IF EQUIPPED.
7510 CPCF 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

NO WORK PERFORMED
****
C PERFORM MULTI-POINT INSPECTION. INSPECT COOLING SYSTEM, BELTS HOSES,
STEERING LINKAGE, SUSPENSION, EXHAUST SYSTEM, WINDSHIELD WIPER
BLADES AND OPERATION. TEST BATTERY AND RECORD RESULT. MEASURE
AND RECORD TIRE TREAD DEPTHS.
99P PERFORM MULTI-POINT INSPECTION. INSPECT
COOLING SYSTEM, BELTS HOSES, STEERING
LINKAGE, SUSPENSION, EXHAUST SYSTEM,
WINDSHIELD WIPER BLADES AND OPERATION. TEST.
BATTERY AND RECORD RESULT. MEASURE AND
RECORD TIRE TREAD DEPTHS.

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. I ALSO ACKNOWLEDGE RECEIPT OF A COPY OF THIS INVOICE.

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NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

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

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LINCOLN MERCURY
1031/1051 Central Ave. • Duarte, CA 91010
PHONE: 626-359-9689 FAX: 626-356-0760
BAR License # ARD195782 EPA # CAD983865324
SERVICE HOURS:
MONDAY-FRIDAY 7:00AM-6:00PM SATURDAY 7:30AM-4:00PM
www.advantageford.com

[redacted]

AZUSA, CA [redacted]

[redacted]

PAGE 2

SERVICE ADVISOR: 7510 MICHAEL SANTANA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE	TAG
SZ BLUE FL	10	FORD FOCUS	1FAHP3FN1AW[redacted]		11832/000	T6612

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
17APR10 DD			17:00 10SEP10		0.00	CASHF	18SEP10

R.O. OPENED	READY	OPTIONS:
11:52 09SEP10	07:39 18SEP10	STK:F10404 ENG:99N TRN:442

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

7510 OPCF 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

NO WORK PERFORMED.

****

D DIAGNOSE WHY VEHICLE STARTS TO SHAKE BADLY AT STOPS THEN INTERMIT
STALLS OUT. CHECK PCM FOR CODES. TEST DRIVE TO VERIFY CONCERN.

CAUSE:

04 DRIVEABILITY-TUNE UP DEPT
7111 WF (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
4683

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

UNABLE TO VERIFY, F.S.E. TO INSPECT VEHICLE WEEK OF SEPT. 20, 2010.

****

E WARRANTY TAP RENTAL

CAUSE:

TAPRENTAL WARRANTY TAP RENTAL
7999 WRTF (N/C)

MISC 9 DAYS TAP RENTAL AGREEMENT # 36505
PO#TAP
WRTF (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

****

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

Rental 24.52

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CUSTOMER #: 66856

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PHONE: 626-359-9888 FAX: 626-358-0780
BAR License # ARD195782 EPA # CAD983888324

[redacted]
AZUSA, CA [redacted]

PAGE 1

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MONDAY-FRIDAY 7:00AM-6:00PM SATURDAY 7:30AM-4:00PM
www.advantageford.com

SERVICE ADVISOR: 7510 MICHAEL SANTANA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE	TAG
SZ BLUE FI	10	FORD FOCUS	1FAHP3FN1AW[redacted]		12679/000	T6787

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
17APR10 DD			17:00 29SEP10		0.00	CASHF	02OCT10

R.O. OPENED	READY
08:21 27SEP10	15:30 02OCT10

OPTIONS: STK:F10404 ENG:99N TRN:442

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A DIAGNOSE WHY VEHICLE INTERMIT FEELS AS IF GOING TO STALL OUT WHEN COMING TO A STOP, VEHICLE STARTS TO SHAKE AND THEN WILL INTERMIT STALL OUT. CONCERN WAS VERIFIED ON TEST DRIVE WITH TECH ON LAST VISIT BUT HAS NOT BEEN VERIEID SINCE. CHECK PCM FOR CODES. TEST DRIVE TO VERIFY CONCERN.

CAUSE: .

04 DRIVEABILITY-TUNE UP DEPT

7111 WF (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

4683

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

ROADTESTED WITH TECHNICIAN, CUSTOMER AND SERVICE ENGINEER WAS UNABLE TO DUPLICATE CONCERN.

****

B DIAGNOSE WHY VEHICLE MAKES A SCRAPING / GRINGING TYPE NOISE WHEN COMING TO A STOP OR PLACING VEHICLE FROM REVERSE TO DRIVE. TEST DRIVE TO VERIFY CONCERN.

CAUSE: .

05 AUTOMATIC TRANSMISSION DEPT

7111 WF (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

4683

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

VERIFIED CONCERN. ROADTESTED WITH SERVICE ENGINEER. PERFORMED MULTIPLE TESTS WITH CHASSIS EARS. SWAPPED LEFT AXLE WITH KNOWN GOOD AXLE. SWAPPED LEFT KNUCKLE AND STRUT ASSEMBLY WITH KNOWN GOOD ASSEMBLY. 09.28.10 15.80 18.71 . 2ND CAR. REINSTALLED LEFT HUB STRUT ASSEMBLY, AXLE ASSMEBLY AND LOWER TRANS. MOUNT. ROADTESTED AFTER REPAIRS. THESE

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. I ALSO ACKNOWLEDGE RECEIPT OF A COPY OF THIS INVOICE.

X _____

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

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

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CUSTOMER COPY

CUSTOMER #: 66856

246950

INVOICE

Advantage
FORD
LINCOLN MERCURY
1031/1061 Central Ave. · Duarte, CA 91010
PHONE: 626-359-9689 FAX: 626-358-0780
BAR License # ARD195782 EPA # CAD983665324

[redacted]

AZUSA, CA [redacted]

PAGE 2

[redacted]

MONDAY-FRIDAY 7:00AM-8:00PM SATURDAY 7:30AM-4:00PM
www.advantageford.com

SERVICE ADVISOR: 7510 MICHAEL SANTANA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE	TAG
SZ BLUE FL	10	FORD FOCUS	1FAHP3FN1AW[redacted]		12679/000	T6787

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
17APR10 DD			17:00 29SEP10		0.00	CASHF	02OCT10

R.O. OPENED	READY	OPTIONS:
08:21 27SEP10	15:30 02OCT10	STK:F10404 ENG:99N TRN:442

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

PARTS WERE SWAPPED WITH KNOWN GOOD VEHICLE AS REQUESTED BY SERVICE ENGINEER. 09.30.10 9.57 17.27, 10.01.10 9.95 11.64.

****

C TIRE PRESSUE CHECK AND INFLATE SERVICE. TIRES INFLATED TO:
FRONT_____, REAR_____
CAUSE: .
TP TIRE PRESSUE CHECK AND INFLATE SERVICE. TIRES
INFLATED TO: FRONT_____, REAR_____
7524 WF (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
6534
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

LF 30, RF 30, LR 30, RR 30.

****

D WARRANTY TAP RENTAL
CAUSE: .
TAPRENTAL WARRANTY TAP RENTAL
7999 WRTF (N/C)
MISC 6 DAYS TAP RENTAL AGREEMENT # 36527
PO#TAP
WRTF (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

****

E** FSE VERIFIED NOISEY WHEEL BEARING.
CAUSE: .
03 BRAKES-SUSPENSION-STEERING DEPT
7524 WF (N/C)
1 6S4Z*1215*B BEARING ASY - WHEEL HUB (N/C)
1 8W7Z*14A411*C WIRE ASY (N/C)
FC: PART#: COUNT:

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. I ALSO ACKNOWLEDGE RECEIPT OF A COPY OF THIS INVOICE.

X_____

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

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

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CUSTOMER COPY

CUSTOMER #: 66856

246950

INVOICE

PAGE 3

Advantage
FORD
LINCOLN MERCURY
1091/1081 Central Ave. • Duarte, CA 91010
PHONE: 626-359-8888 FAX: 626-358-0780
BAR License # ARD188782 EPA # CAD983665324

SERVICE HOURS:
MONDAY-FRIDAY 7:00AM-8:00PM SATURDAY 7:30AM-4:00PM
www.advantageford.com

[redacted]

AZUSA, CA [redacted]

[redacted]

SERVICE ADVISOR: 7510 MICHAEL SANTANA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE	TAG
SZ BLUE FL	10	FORD FOCUS	1FAHP3FN1AW[redacted]		12679/000	T6787

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
17APR10 DD			17:00 29SEP10		0.00	CASHF	02OCT10

R.O. OPENED	READY	OPTIONS:
08:21 27SEP10	15:30 02OCT10	STK:F10404 ENG:99N TRN:442

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

CLAIM TYPE:
AUTH CODE:
6534

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

REMOVED RIGHT FRONT STEERING KNUCKLE. REMOVED AND REPLACED WHEEL BEARING AND REASSEMBLED. 09/30/10 8:90 8:91:

****

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. I ALSO ACKNOWLEDGE RECEIPT OF A COPY OF THIS INVOICE.

X_____

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

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

Rented 22.42

CUSTOMER #: 66856

247285

INVOICE

Advantage FORD LINCOLN MERCURY
1031/1051 Central Ave. • Duarte, CA 91010
PHONE: 626-359-9689 FAX: 626-358-0780
BAR License # ARD195782 EPA # CAD983685324

[redacted]

AZUSA, CA [redacted]

[redacted]

PAGE 1

SERVICE HOURS:
MONDAY-FRIDAY 7:00AM-8:00PM SATURDAY 7:30AM-4:00PM
www.advantageford.com

SERVICE ADVISOR: 7510 MICHAEL SANTANA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE	TAG
SZ BLUE FL	10	FORD FOCUS	1FAHP3FN1AW[redacted]		12752/000	T6863

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
17APR10 DD			17:00 04OCT10		0.00	CASHF	05OCT10

R.O. OPENED	READY	OPTIONS:
07:32 04OCT10	07:40 05OCT10	STK:F10404 ENG:99N TRN:442

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A TIRE PRESSUE CHECK AND INFLATE SERVICE. TIRES INFLATED TO:
FRONT , REAR
TP TIRE PRESSUE CHECK AND INFLATE SERVICE TIRES
INFLATED TO: FRONT , REAR
7524 ISPE (N/C)

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

LF 30, RF 30, LR 30, RR 30.

****

B DIAGNOSE WHY VEHICLE ABS LIGHT IS ON. CHECK ABS MODULE FOR CODES.
TEST DRIVE IF NEEDED TO VERIFY CONCERN.
03 BRAKES-SUSPENSION-STEERING DEPT
7524 ISPE (N/C)
1 6S4Z*1215*B BEARING ASY - WHEEL HUB (N/C)
MISC NO CHARGE BEARING
PO#7524RECHECK
ISPF (N/C)

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

PERFORMED ABS SYSTEM DIAGNOSIS. RETRIEVED C1145 RIGHT FRONT SPEED SENSOR FAULT. PIN POINT TEST AND TRACE TO MISSING SPEED SENSOR TONE RING. REPLACED RIGHT FRONT WHEEL BEARING. ROADTESTED. ABS LIGHT IS OFF. SYSTEM PASS.

****

6822002677
ADVANTAGE FORD SERVICE
1031 CENTRAL AVE
DUARTE, CA 91010
626-359-9689

Merchant ID: 300000062289
Term ID: 001 Ref #: 018

Sale

XXXXXXXXXXXX1728
MASTERCARD Entry Method: Swiped

08/05/10 17:17:48
Inv #: 247285 Appr Code: 071739
Approved: Online Batch#: 278001

Total: $ 4.95

Customer Copy
THANK YOU!

PAID

R.O. #

Payment Method
☐ Cash CASH - 22.00
☐ Check #
☐ Credit Card Type MC - 4.95
Amount 26.95
APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED
Date RECEIVE A COPY OF THIS INVOICE Completed By

AD IMPORTANT INFORMATION ON BACK.

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

26.95
26.95

CUSTOMER COPY

ADVANTAGE FORD
1031 Central Avenue
DUARTE, CA 91010-2424
(626) 359-9669 FAX (626) 358-0780

ADVANTAGE LINCOLN MERCURY
1051 Central Avenue
DUARTE, CA 91010
(626) 305-9188

NON SMOKING VEHICLE

7510. RC. 10

№ 36505

[redacted]

LICENSE NO. / STATE: new car!

ODOMETER OUT: 20	ODOMETER IN: 806	YEAR AND MAKE OF VEHICLE: 2010.
MILES DRIVEN: 780		MODEL AND COLOR OF VEHICLE: Milan
MILES ALLOWED: 900		DATE AND TIME OUT: 9/9/10 AM PM — DATE AND TIME IN: 9/13/10 AM PM
CHARGEABLE MILES: Ø		DATE DUE / EXPIRATION OF CONTRACT: 9/10/10 AM PM
MAX. PAYLOAD		

[redacted] CA 04/23/11

BIRTH DATE: 04/23/85 HOME PHONE: VERIFIED

LOCAL CONTACT: ADDRESS: PHONE:

CORPORATE ACCOUNT NUMBER

EMPLOYER: PHONE

EMPLOYER'S ADDRESS: CITY: STATE: ZIP CODE

STANDARD RENTAL CHARGES OF $275 APPLY IF VEHICLE NOT RETURNED THE DAY YOUR VEHICLE IS READY. INITIALS

ONLY THE BELOW NAMED PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS. IF NONE, PRINT "NONE" ACROSS THIS SECTION AND HAVE SIGNED BY CUSTOMER.

NAME: DRIVERS LICENSE #: AGE:

NAME: DRIVERS LICENSE #: AGE:

FUEL OUT	FUEL IN
E	E
1/4	1/4
1/2	1/2
3/4	3/4
F	F

RENTAL RATES DO NOT INCLUDE FUEL		CHARGES
HOURS @ $	PER HOUR	$
9 DAYS @ $30.00		$ 270.00
WEEKS @ $		$
MILES @ 25.	# PER MILE	$
TOTAL MILEAGE AND RENTAL CHARGES		
REFUELING	GALS. @ $	
SUB TOTAL		$ 270.00
FUEL PURCHASE OPTION	gals.	$
COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW)		$
100 miles per day		
SUB TOTAL		$ 270.00
SALES TAX		$ 24.52
VEHICLE LICENSE FEE		$
SUB TOTAL		$ 294.52
LESS CREDITS TAP 240179		$ 270.00
TOTAL CHARGES		$ 24.52
LESS DEPOSIT		$
BALANCE DUE		24.52
CASH REFUND / CUSTOMER INITIALS		$

FUEL PURCHASE OPTION DECLINES ✓ ACCEPTS

By initialing, You accept or decline to pre-purchase a full tank of fuel from Us at $ _____ per gallon. If You decline the Fuel Purchase Option and return the Vehicle with less fuel than when rented or loaned, You agree to pay Us a refueling charge of $ 5.00 per gallon to return the fuel level to the same as when rented or loaned.

NOTICE: You are responsible for Comprehensive and Collision Damage to the Vehicle, even if someone else caused it or the cause is unknown, as explained in Paragraph 4 of this Agreement. You are responsible for the cost of repair up to the value of the Vehicle, towing, storage, and impound fees. Your own insurance, or the issuer of the credit card You use to pay for the rental may cover all or part of Your financial responsibility for damage to, or loss of, the rented vehicle. You should check with Your insurance company, or credit card issuer, to find out about Your coverage and the amount of deductible, if any, for which You may be liable. If you use a credit card that provides coverage for Your responsibility for damage to, or loss of, the Vehicle, You should check with the issuer to determine whether or not You must first exhaust the coverage limits of Your own insurance before the credit card coverage applies.

COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW) DECLINES N/A ACCEPTS
(CCDW IS NOT INSURANCE)

RATES: _____ PER DAY _____ PER WEEK

You purchase the Comprehensive and Collision Damage Waiver at the rates listed above, We will waive Your responsibility for Comprehensive Damage and Collision Damage to the Vehicle, except as explained in Paragraph 6 of this Agreement. By declining this waiver, You will be responsible for the loss of and damage to the Vehicle, including any consequential damages, as explained in Paragraph 4 of this Agreement. The purchase of this damage waiver is not mandatory and may be declined.

PLEASE READ THE FOLLOWING CAREFULLY

- You are responsible for damage to and loss of the Vehicle, including any consequential damages, as explained in Paragraph 4 of this Agreement, unless You purchase a damage waiver, where available.
- You authorize Us to reserve credit, and to process a credit card voucher, in Your name for any unpaid charges related to this rental or loan.
- You must pay all parking, traffic and toll violations incurred during the rental or loan to the issuing government authorities or to Us.
- This Agreement shall not exceed a 29 day period.
- 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 [redacted] comply with the terms

RETURN LOCATION (IF DIFFERENT FROM OUR LOCATION)

EXTEND TO: ADDITIONAL CASH DEPOSIT $ DATE INITIALS

VEHICLE CONDITION OUT: GAS OK ☐ MUST INIT.
IN: ☐

CHECKED OUT BY: CHECKED IN BY:

CREDIT CARD CO. ☐ VISA ☐ MC ☐ AMEX ☐ DISCOVER ☐ OTHER EXP. DATE _____ AUTHORIZATION NUMBER

PREPARED BY:

818-844-2406
1031 Central Avenue
DUARTE, CA 91010-2424
(626) 359-9689 FAX (626) 358-0780

SMOKING VEHICLE

1051 Central Avenue
DUARTE, CA 91010
(626) 305-9188

247285

№ 36527

Adv. 7510 RC 5

[redacted]

[redacted]	[redacted]	LICENSE NO. / STATE	New
[redacted]	ODOMETER OUT 192	ODOMETER 1760	YEAR AND MAKE OF VEHICLE 2010 FORD
STATE Ca	EXP. DATE 4/22/11	MILES DRIVEN 9[illegible]	MODEL AND COLOR OF VEHICLE 2010 Focus
BIRTH DATE 4/23/85	HOME PHONE / VERIFIED	MILES ALLOWED	DATE AND TIME OUT 9/21/10 AM PM / DATE AND TIME IN
LOCAL CONTACT / ADDRESS	PHONE	CHARGEABLE MILES	DATE DUE EXPIRATION OF CONTRACT 9/28/10 AM PM
CORPORATE ACCOUNT NUMBER	STANDARD RENTAL CHARGES OF $ 22.95 APPLY IF VEHICLE NOT RETURNED THE DAY YOUR VEHICLE IS READY. INITIALS	MAX. PAYLOAD	
EMPLOYER	PHONE		
EMPLOYER'S ADDRESS	CITY / STATE / ZIP CODE		

ONLY THE BELOW NAMED PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS. [redacted] VE SIGNED BY CUSTOMER.

NAME	DRIVERS LICENSE #	AGE
[redacted]	C1216516	2-18-85
NAME	DRIVERS LICENSE #	AGE

FUEL OUT	FUEL IN
E	E
1/4	1/4
1/2	1/2
3/4	3/4
F	F

FUEL PURCHASE OPTION — DECLINES / ACCEPTS

By initialing, You accept or decline to pre-purchase a full tank of fuel from Us at $ _____ per gallon. If You decline the Fuel Purchase Option and return the Vehicle with less fuel than when rented or loaned, You agree to pay Us a refueling charge of $ 5.00 per gallon to return the fuel level to the same as when rented or loaned.

NOTICE: You are responsible for Comprehensive and Collision Damage to the Vehicle, even if someone else caused it or [illegible] unknown, as explained in Paragraph 4 of this A[illegible] e for the cost of repair up to the value of the [illegible] and fees. Your own insurance, or the [illegible] or the rental may cover all or part of [illegible] ge to, or loss of, the rented vehicle. You shou[illegible] or credit card issuer, to find out about Y[illegible] if any, for which You may be liabl[illegible] ge for Your responsibility for da[illegible] should check with the issuer to determine whether or not You must first exhaust the coverage limits of Your own insurance before the credit card coverage applies.

COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW) (CCDW IS NOT INSURANCE) — DECLINES / ACCEPTS

RATES: _____ PER DAY _____ PER WEEK

If You purchase the Comprehensive and Collision Damage Waiver at the rates listed above, We will waive Your responsibility for Comprehensive Damage and Collision Damage to the Vehicle, except as explained in Paragraph 6 of this Agreement. By declining this waiver, You will be responsible for the loss of and damage to the Vehicle, including any consequential damages, as explained [redacted] Paragraph 4 of this Agreement. The purchase of this damage waiver is [redacted] nandatory and may be declined.

RENTAL RATES DO NOT INCLUDE FUEL		CHARGES
HOURS @ $	PER HOUR	$
29 DAYS @ $ 32.95		$ 206.55
WEEKS @ $		$
63 MILES @ .25	¢ PER MILE	$ 15.75
MILEAGE AND RENTAL CHARGES		
REFUELING GALS. @ $		
SUB TOTAL		$ 222.30
FUEL PURCHASE OPTION	gals.	$
COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW)		$
100 miles per day		
SUB TOTAL		$ 222.30
SALES TAX		$ 11.20
VEHICLE LICENSE FEE		$
SUB TOTAL		$ 233.50
LESS CREDITS		$ 206.55
TOTAL CHARGES 246950		$
LESS DEPOSIT miles 247285		$ 26.95
BALANCE DUE		
CASH REFUND / CUSTOMER INITIALS		$ 26.95

PLEASE READ THE FOLLOWING CAREFULLY

- You are responsible for damage to and loss of the Vehicle, including any consequential damages, as explained in Paragraph 4 of this Agreement, unless You purchase a damage waiver, where available.
- You authorize Us to reserve credit, and to process a credit card voucher in Your name for any unpaid charges related to this rental or loan.
- You must pay all parking, traffic and toll violations incurred during the rental or loan to the issuing government authorities or to Us.
- This Agreement shall not exceed a 29 day period.
- 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 [redacted] nt.

[redacted] ure

RETURN LOCATION (IF DIFFERENT FROM OUR LOCATION)			EXTEND TO	ADDITIONAL CASH DEPOSIT $	DATE	INITIALS
VEHICLE CONDITION OUT	SPARE & JACK O.K. ☐	CUST. INIT.	CHECKED OUT BY		CHECKED IN BY	
IN	☐					
CREDIT CARD CO. ☐ VISA ☐ MC ☐ AMEX ☐ DISCOVER ☐ OTHER	EXP. DATE _____	AUTHORIZATION NUMBER	PREPARED BY:			

[redacted]

NY

EUGENE KRUKAS, PLLC

ATTORNEY AT LAW

2742 GRAND AVENUE, 2ND FLOOR, BELLMORE, NY 11710

TEL: (516) 203-4001
FAX: (516) 740-3104
ekrukas@lemonfreedom.com

July 31, 2012

RECEIVED
AUG 07 2012

Ford Motor Company
16800 Executive Plaza Dr.
PO Box 6248
Dearborn, MI 48121

Attn: Legal Department

Our Client(s): [redacted]
Vehicle: 2010 Ford F-150 truck
VIN: 1FTFW1EV9AF[redacted]
Our Case Number: 01-002610

Dear Sir or Madam:

Please be advised that this office represents the above-named individual(s) with respect to a claim against Ford Motor Company under the New York Lemon Law, Magnusson-Moss Warranty Act, and the New York General Business Law concerning the above-referenced vehicle. Accordingly, please direct all future contacts and correspondence to this office.

As an attorney-client relationship exists, you are instructed not to discuss the settlement of this case with our client(s), nor make any offers to our client(s). All such communications must be directed to this office. Should our client(s) request warranty repair work during the pendency of this claim or lawsuit, you are to provide said work. Your refusal to do so will constitute a further breach of the warranty. Your communications with our client(s) are to be limited solely to providing warranty work requested by our client(s). In addition, you are hereby notified of our attorney's lien

The vehicle my client(s) purchased contains a number of defects that, after numerous attempts to repair, have not been corrected. These defects include, but are not limited to:

Stalling concern;

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

AUG 08 2012

OFFICE OF THE
GENERAL COUNSEL

4x4 system engages on its own (IWE system defect);

Door handle defect;

Over 30 days out of service for substantial warranty repair;

Any and all additional complaints actually made, whether or not contained on your service records, company's invoices, or otherwise.

The aforementioned defects (repair invoices demonstrating same enclosed herein) constitute a substantial impairment of the use, value and safety of the subject vehicle. Due to the inordinate amount of repairs and/or days out of service within the applicable warranty period, my client(s) lost all confidence in the vehicle and believes the vehicle to be unsafe as well as unfit to operate. Accordingly, please be advised that my client(s) hereby revoke acceptance of the subject vehicle. My client(s) has/have directed this office to demand the return of all funds paid toward this vehicle, the cancellation of the contract, and compensation for damages.

If you wish to resolve this matter amicably, please feel free to contact this office within fourteen (14) days of receipt of this communication. If the matter has not been resolved within that time, my client(s) will avail him/herself of all available remedies under law and equity.

Very truly yours,

Eugene Krukas, Esq.
Enc.

[redacted]

VILLAGE FORD
OF PINE BUSH, N.Y. Inc.
2430 ROUTE 52 (MAIN STREET) · P.O. BOX 88
PINE BUSH, N.Y. 12566
TEL (845) 744-2001 · FAX (845) 744-2747
PARTS HOT LINE (845) 744-2070
Facility # 7048443

MONTGOMERY NY [redacted]

*** REPRINT *** CUSTOMER COPY PAGE 1

08/23/10	10	FORD	F150	1FTFW1EV9AF[redacted]	2521	8101	8101	

	08/23/10	10	00:00		85.00	00	08/26/10

36621				2

[redacted]

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

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

STATEMENT OF DISCLAIMER

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS ITEM/ITEMS.

CUSTOMER SIGNATURE

>

[redacted]

[redacted]

VILLAGE FORD
OF PINE BUSH, N.Y. Inc.
7420 ROUTE 52 (MAIN STREET) · P.O. BOX 65
PINE BUSH, N.Y. 12566
TEL. (845) 744-2001 · FAX (845) 744-2747
PARTS HOT LINE (845) 744-2678
Factory # 7048440

MONTGOMERY NY [redacted]

*** REPRINT *** CUSTOMER COPY PAGE 1

08/30/10	10	FORD	F150	1FTFW1EV3A[redacted]	2521	8295	8295
	09/02/10	10	00:00		85.00	00	09/17/10
36706	[redacted]						2

[illegible]

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

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

STATEMENT OF DISCLAIMER

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THE ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS ITEM/ITEMS.

CUSTOMER SIGNATURE
>

[redacted]

[redacted]

VILLAGE FORD
OF PINE BUSH, N.Y. Inc.
2420 ROUTE 52 (MAIN STREET) · P.O. BOX 85
PINE BUSH, N.Y. 12566
TEL. (845) 744-2001 · FAX (845) 744-2747
PARTS HOT LINE (845) 744-2576
Facility # 7048440

MONTGOMERY NY [redacted]

*** REPRINT *** CUSTOMER COPY PAGE 1

04/27/11	10	FORD	F150	1FTFW1EV9AF[redacted]	2521	14289	14289	

	04/27/11	10	00:00	85.00	01	04/27/11

39131		[redacted]	1

[illegible]

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER THE FACTORY WARRANTY CONSTITUTE ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THE VEHICLE. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS VEHICLES.
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE >

24.65
28.12
52.77
4.29
57.06

[redacted]

VILLAGE FORD
OF PINE BUSH, N.Y. Inc.
2410 ROUTE 52 (MAIN STREET) - P.O. BOX 65
PINE BUSH, N.Y. 12566
TEL (845) 744-2001 - FAX (845) 744-2747
PARTS HOT LINE (845) 744-2576
Facility # 7065449

MONTGOMERY NY [redacted]

*** REPRINT *** CUSTOMER COPY PAGE 1

06/21/11	10	FORD	F150	1FTFW1EV9AE[redacted]	2521	16723	16723	
	06/22/11	10	00:00		85.00	00	06/27/11	
39652			[redacted]					2

[redacted]

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

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

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CUSTOMER SIGNATURE
>

[redacted]

[redacted]

VILLAGE FORD
OF PINE BUSH, N.Y. Inc.
2420 ROUTE 52 (MAIN STREET) · P.O. BOX 63
PINE BUSH, N.Y. 12566
TEL (845) 744-2001 · FAX (845) 744-2747
PARTS HOT LINE (845) 744-2879
Facility # 7048448

MONTGOMERY NY [redacted]

*** REPRINT *** CUSTOMER COPY PAGE 1

10/19/11	10	FORD	F150	1FTFW1EV9AF[redacted]	2521	19432	19432	
	10/20/11	10	00:00		85.00	05	11/03/11	
40652		[redacted]					2	

[redacted]

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS ITEM/ITEMS
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE >

[redacted]

[redacted]

VILLAGE FORD
OF PINE BUSH, N.Y. Inc.
2420 ROUTE 52 (MAIN STREET) · P.O. BOX 65
PINE BUSH, N.Y. 12566
TEL. (845) 744-2081 · FAX (845) 744-2747
PARTS HOT LINE (845) 744-2678
Facility # 7048448

MONTGOMERY NY [redacted]

*** REPRINT *** CUSTOMER COPY PAGE 2

10/19/11	10	FORD	F150	1FTFW1EV9AF[redacted]	2521	19432	19432	
	10/20/11	10	00:00		85.00	05	11/03/11	
40652			[redacted]					2

[redacted]

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THE ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM/ITEMS
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE >

[redacted]

14.65
59.46
74.11
6.02
80.13

[redacted]

VILLAGE FORD
OF PINE BUSH, N.Y. Inc.
2420 ROUTE 52 (MAIN STREET) · P.O. BOX 55
PINE BUSH, N.Y. 12566
TEL. (845) 744-2001 · FAX (845) 744-2747
PARTS HOT LINE (845) 744-2575
Facility # 7048449

MONTGOMERY NY [redacted]

*** REPRINT *** CUSTOMER COPY PAGE 1

05/24/12	10	FORD	F150	1FTPW1EV9AF[redacted]	2521	26039	26041	
	05/25/12	10	00:00		92.00	01	05/31/12	
42240	on file:	[redacted]						2

[illegible]

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THE VEHICLE. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER DOES NOT AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS VEHICLE.
SIGNED: DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE >

[redacted]

21.00
21.00
21.00

[redacted]

VILLAGE FORD
OF PINE BUSH, N.Y. Inc.
2420 ROUTE 52 (MAIN STREET) · P.O. BOX 98
PINE BUSH, N.Y. 12566
TEL. (845) 744-2001 · FAX (845) 744-2747
PARTS HOT LINE (845) 744-2576
Factory # 7048445

MONTGOMERY NY [redacted]

*** REPRINT *** CUSTOMER COPY PAGE 1

06/04/12	10	FORD	F150	1FTFW1EV9AF[redacted]	2521	26845	26845	

	06/04/12	10	00:00		92.00	00	06/07/12

42322		[redacted]	2

[illegible]

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

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

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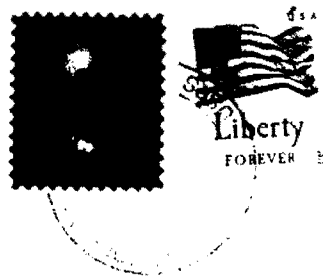
CUSTOMER SIGNATURE
>

[redacted]

Eugene Krukes, PLLC
2742 Grand Avenue 2nd Floor
Bellmore, NY 11710



Ford Motor Company
16800 Executive Plaza Dr.
PO Box 6248
Dearborn, MI 48121

48121-6248 B062

Strictly Fords Inc.

P.O. Box 146
2856 RTE 17K
Bullville, NY 10915
845-361-2063

Date	Invoice #
8/9/2012	4968

Customer

[redacted]

MONTGOMERY, NY [redacted]

Reg # 7096857

Next Service Due Vin # 1FTFW1EV9AF[redacted]..

Vehicle Year & Make 2010 F-150 Miles 26512/26552 Lic Plate [redacted]

Qty	Item	Description	Rate	Amount
1	Parts	VACUUM RESERVOIR-Ford AL3Z-19A566-A	28.88	28.88T
1	Parts	OIL FILTER	3.00	3.00T
6	Fluids	5W20 ENGINE OIL	3.85	23.10T
		Parts Subtotal		54.98
1.8	Labor	Customer states grinding noise from front wheels. Noise stops when vehicle is placed in 4X4. Verified concern checked for vacuum leaks from 4X4 solenoid to both 4X4 hubs, installed hand held vac pump inside vehicle and road test with vacuum set to 19in no noise and no leaks detected. Installed vac gauge in line at brake booster/ 4X4 vacuum port road test 20in. Installed vac gauge after vacuum reservoir tank and found vacuum dropping on road test during acceleration. Removed and replaced reservoir tank assy. Road test ok	85.00	153.00T
0.3	Labor	Changed engine oil and filter topped fluids lube doors	40.00	12.00T
0.3	Labor	Rotated tires	40.00	12.00T
1	Sublet	FUEL	25.00	25.00

I hereby authorize the above repair work to be done. You and your employees may operate the above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on the above vehicle to secure the amount of repairs thereto. It is also understood that you will not be held responsible for loss or damage to vehicles or articles left in them in case of fire, theft or any other cause beyond your control.

Authorized By:_____

Subtotal	$256.98
Sales Tax (8.125%	$18.85
Payments/Credits	$0.00
Balance Due	$275.83

PAID
CK#7421

1FTFW1EV9AF[redacted]

21578 DRIVELINE RATTLE NOISE 25-30 MPH UNDER LOAD IN 4X2 MODE - 4X4 6R80 UNITS ONLY
2009-2010 F-150 4X4 VEHICLES WITH 6R80 TRANSMISSION ONLY. SOME CUSTOMERS MAY BE CONCERNED WITH A RATTLE NOISE THAT OCCURS AT 25-30 MPH IN 4X2 ONLY, DURING LUGGING EVENTS ESPECIALLY ON UPHILL INCLINES WHEN THE ENGINE LOAD IS INCREASED DURING THE MANEUVER. IT ALSO MAY SURFACE DURING TIP OUTS DURING THE SAME SPEED RANGE AND LUGGING CONDITIONS. THIS IS THE RESULT OF HIGH TORSIONAL INPUTS FROM THE POWERTRAIN BEING TRANSMITTED THROUGH THE TORQUE CONVERTER AND TRANSMISSION INTO THE REST OF THE DRIVELINE. THE NOISE HAS BEEN DETERMINED TO BE THE MODE CLUTCH ARRANGEMENT IN THE TRANSFER CASE (BOTH ESOF AND MSOF). REPLACEMENT OF COMPONENTS WILL NOT ALTER THE CONDITION. THIS IS A NORMAL VEHICLE CHARACTERISTIC AND SERVICE SHOULD NOT BE ATTEMPTED. THIS CONDITION DOES NOT AFFECT PERFORMANCE OR DURABILITY OF THE VEHICLE.
EFFECTIVE DATE: 11-NOVEMBER-2010

FORD RESPONSE

[redacted]

[redacted]

CT Corporation

Service of Process Transmittal

07/11/2012
CT Log Number 520843116

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

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] Pltf. vs. Ford Motor Company, et al., Dfts.
DOCUMENT(S) SERVED:	Summons, Complaint, Cover Sheet, Addendum and Statement, Notice, Instructions, ADR Information
COURT/AGENCY:	Los Angeles County - Superior Court - Hill Street, CA Case # BC487777
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Failure to repair various defects on a 2010 Ford Focus, vehicle identification number 1FAHP3HN2AW[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 07/11/2012 at 12:00
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service
ATTORNEY(S) / SENDER(S):	William R. McGee Law Offices of William R. McGee 16855 W. Bernardo Drive Suite 380 San Diego, CA 92127 858-485-9332
REMARKS:	Please note that Page 2 of the Cover Sheet was not received with the documents at the time of service.
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 793779510519 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Nancy Flores 818 West Seventh Street Los Angeles, CA 90017 213-337-4615

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

COPY

BY FAX

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUL 06 2012

John A. Clarke, Executive Officer/Clerk
By _____, Deputy
A. LaFleur-Clayton

NOTICE TO DEFENDANT: FORD MOTOR COMPANY, and DOES 1
(AVISO AL DEMANDADO): through 10, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

OSCAR ALCALA CHAVEZ

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted puede usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

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

CASE NUMBER: *(Número del Caso):* BC487777

SUPERIOR COURT OF LOS ANGELES COUNTY
111 N. HILL STREET
LOS ANGELES, CA 90012
CENTRAL JUDICIAL DISTRICT

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

WILLIAM R. McGEE SBN: 122153 (858) 485-9332 (858)485-9763
LAW OFFICES OF WILLIAM R. McGEE
16855 W. BERNARDO DRIVE, SUITE 30
SAN DIEGO, CA 92127

DATE: *(Fecha)* JOHN A. CLARKE, Clerk *(Secretario)* AMBER LaFLEUR-CLAYTON, Deputy *(Adjunto)*

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

[SEAL]

JUL 06 2012

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. [x] on behalf of *(specify):* **Ford Motor Company**

under: [x] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
[ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
[ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
[ ] other *(specify):*

4. [ ] by personal delivery on *(date):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Legal Solutions Plus

Code of Civil Procedure §§ 412.20, 465

COPY

LAW OFFICES OF WILLIAM R. McGEE
William R. McGee, State Bar No. 122153
Deanna Wallace, State Bar No. 242825
16855 West Bernardo Drive, Su. 380
San Diego, California 92127
(858) 485-9332

Attorneys for Plaintiff

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUL 06 2012

John A. Clarke, Executive Officer/Clerk
By A.E. LaFLEUR-CLAYTON, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

OSCAR ALCALA CHAVEZ, Plaintiff, v. FORD MOTOR COMPANY, and DOES 1 through 10, inclusive, Defendants.	Case No. BC487777 COMPLAINT FOR RESTITUTION AND DAMAGES [VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT]

BY FAX

Plaintiff, OSCAR ALCALA CHAVEZ, alleges as follows:

GENERAL ALLEGATIONS

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

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

3. Each of the defendants in this case acted as the principal, agent, employee or other authorized representative in relation to the other; all defendants acted at all times

////

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

4. On or about June 27, 2011, plaintiff purchased a 2010 Ford Focus, vehicle identification number 1FAHP3HN2AW207767.

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

6. Plaintiff is a "buyer" of a new motor vehicle under the Act.

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

8. Defendant FORD MOTOR COMPANY provided plaintiff with an "express warranty" under the Act, pursuant to which the defendant undertook to preserve the utility or performance of the subject vehicle.

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

10. The subject vehicle has suffered from nonconformity(s) to warranty to, including but not limited to, the "Wrench" warning light, loss of power, and stalling. The foregoing defect(s) and nonconformity(s) to warranty manifested themselves within the applicable express warranty period.

11. Plaintiff delivered the aforementioned vehicle to an authorized FORD MOTOR COMPANY service and repair facility for repair of the aforementioned nonconformity(s) on multiple occasions.

12. Defendant has been unable and/or has refused to conform plaintiff's vehicle

PE13-003 000272LCPV

to the applicable express and implied warranties under the Act after a reasonable number of attempts. Furthermore, the aforementioned nonconformity(s) substantially impairs the use, value and/or safety of the subject vehicle to plaintiff.

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

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

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

16. Under the Act, plaintiff is entitled to reimbursement of the purchase price paid for the subject vehicle less that amount directly attributable to use by the plaintiff prior to discovery of the nonconformity(s).

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

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

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

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;

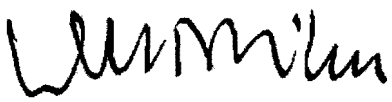
5. For attorney's fees incurred herein according to proof;

6. For costs of suit incurred herein; and

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

DATED: July 3, 2012

LAW OFFICES OF WILLIAM R. McGEE
Attorneys for Plaintiff

By: 
WILLIAM R. McGEE

COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
WILLIAM R. McGEE SBN: 122153
DEANNA M. WALLACE SBN: 242825
LAW OFFICES OF WILLIAM R. McGEE
16855 W. BERNARDO DRIVE, SUITE 380
SAN DIEGO, CA 92127
TELEPHONE NO.: (858) 485-9332 FAX NO.: (858) 485-9763
ATTORNEY FOR (Name): PLAINTIFF(S)

FOR COURT USE ONLY
CONFORMED COPY OF ORIGINAL FILED
Los Angeles Superior Court
JUL 06 2012
John A. Clarke, Executive Officer/Clerk
By [signature], Deputy
ACE LaFLEUR-CLAYTON

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 N. HILL STREET
MAILING ADDRESS:
CITY AND ZIP CODE: LOS ANGELES, CA 90012
BRANCH NAME: CENTRAL JUDICIAL DISTRICT

CASE NAME: CHAVEZ v. FORD MOTOR COMPANY

BY FAX

CIVIL CASE COVER SHEET
[X] Unlimited (Amount demanded exceeds $25,000) [ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation
[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: BC487777
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

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

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 (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [X] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other 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 3.400-3.403)
- [ ] 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 [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   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 postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [X] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [X] punitive
4. Number of causes of action *(specify)*: ONE
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: 07/06/12
WILLIAM R. McGEE SBN: 122153
(TYPE OR PRINT NAME) ▶ [signature] (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

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

COPY

SHORT TITLE: CHAVEZ v. FORD MOTOR COMPANY	CASE NUMBER

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

BC487777

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? [X] YES CLASS ACTION? [ ] YES LIMITED CASE? [ ] YES TIME ESTIMATED FOR TRIAL 3-4 [ ] HOURS/ [X] DAYS

BY FAX

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

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

Auto Tort	Auto (22)	[ ] A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	[ ] A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	[ ] A6070 Asbestos Property Damage	2.
		[ ] A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	[ ] A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	[ ] A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		[ ] A7240 Other Professional Health Care Malpractice	1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	[ ] A7250 Premises Liability (e.g., slip and fall)	1., 4.
		[ ] A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		[ ] A7270 Intentional Infliction of Emotional Distress	1., 3.
		[ ] A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

SHORT TITLE: CHAVEZ v. FORD MOTOR COMPANY	CASE NUMBER

Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	☐ A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	☐ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: CHAVEZ v. FORD MOTOR COMPANY	CASE NUMBER

Judicial Review	Asset Forfeiture (05)	[ ] A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	[ ] A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	[ ] A6151 Writ - Administrative Mandamus	2., 8.
		[ ] A6152 Writ - Mandamus on Limited Court Case Matter	2.
		[ ] A6153 Writ - Other Limited Court Case Review	2.
	Other Judicial Review (39)	[ ] A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	[ ] A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	[ ] A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	[ ] A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	[ ] A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	[ ] A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	[ ] A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	[ ] A6141 Sister State Judgment	2., 9.
		[ ] A6160 Abstract of Judgment	2., 6.
		[ ] A6107 Confession of Judgment (non-domestic relations)	2., 9.
		[ ] A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		[ ] A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		[ ] A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	[ ] A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	[ ] A6030 Declaratory Relief Only	1., 2., 8.
		[ ] A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		[ ] A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		[X] A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
	Partnership Corporation Governance (21)	[ ] A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	[ ] A6121 Civil Harassment	2., 3., 9.
		[ ] A6123 Workplace Harassment	2., 3., 9.
		[ ] A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		[ ] A6190 Election Contest	2.
		[ ] A6110 Petition for Change of Name	2., 7.
		[ ] A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
		[ ] A6100 Other Civil Petition	2., 9.

SHORT TITLE: CHAVEZ v. FORD MOTOR COMPANY	CASE NUMBER

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

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. ☐1. ☒2. ☐3. ☐4. ☐5. ☐6. ☐7. ☐8. ☐9. ☐10.	ADDRESS: 2464 BARRINGTON BLVD., #4	
CITY: LOS ANGELES	STATE: CA	ZIP CODE: 90064

Item IV. *Declaration of Assignment*: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the SUPERIOR courthouse in the CENTRAL District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 07/06/12

(SIGNATURE OF ATTORNEY/FILING PARTY)
WILLIAM R. McGEE

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE (NON-CLASS ACTION)

Case Number BC487777

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)). There is additional information on the reverse side of this form.

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM	
	Hon. Carolyn B. Kuhl	1	534		Hon. Debre Katz Weintraub	47	507	
	Hon. Michael P. Linfield	10	631		Hon. Elizabeth Allen White	48	506	
	Hon. Barbara A. Meiers	12	636		Hon. Deirdre Hill	49	509	
	Hon. Terry A. Green	14	300		Hon. John L. Segal	50	508	
	Hon. Richard Fruin	15	307		Hon. Abraham Khan	51	511	
	Hon. Rita Miller	16	306		Hon. Susan Bryant-Deason	52	510	
	Hon. Richard E. Rico	17	309		Hon. Steven J. Kleifield	53	513	
	Hon. Kevin C. Brazile	20	310		Hon. Ernest M. Hiroshige	54	512	
	Hon. Robert L. Hess	24	314		Hon. Malcolm H. Mackey	55	515	
	Hon. Mary Ann Murphy	25	317		Hon. Michael Johnson	56	514	
	Hon. James R. Dunn	26	316		Hon. Ralph W. Dau	57	517	
	Hon. Yvette M. Palazuelos	28	318		Hon. Rolf M. Treu	58	516	
	Hon. Barbara Scheper	30	400		Hon. David L. Minning	61	632	
	Hon. Alan S. Rosenfield	31	407		Hon. Michael L. Stern	62	600	X
	Hon. Mary H. Strobel	32	406		Hon. Mark Mooney	68	617	
	Hon. Charles F. Palmer	33	409		Hon. Ramona See	69	621	
	Hon. Amy D. Hogue	34	408		Hon. Soussan G. Bruguera	71	729	
	Hon. Daniel Buckley	35	411		Hon. Ruth Ann Kwan	72	731	
	Hon. Gregory Alarcon	36	410		Hon. Teresa Sanchez-Gordon	74	735	
	Hon. Joanne O'Donnell	37	413		Hon. William F. Fahey	78	730	
	Hon. Maureen Duffy-Lewis	38	412		**Hon. Emilie H. Elias**	**324**	**CCW**	
	Hon. Michelle R. Rosenblatt	40	414		**Hon. Elihu M. Berle**	**323**	**CCW**	
	Hon. Ronald M. Sohigian	41	417		other			
	Hon. Holly E. Kendig	42	416					
	Hon. Mel Red Recana	45	529					
	Hon. Fredrick C. Shaller	46	601					

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

By _____, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

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

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

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

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

For additional ADR information and forms visit the Court ADR web application at **www.lasuperiorcourt.org** (click on ADR).

The plaintiff/petitioner shall serve a copy of this form on each defendant/respondent along with the complaint (**Civil** only).

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

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

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

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

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

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

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

Cases for Which Mediation May <u>Not</u> Be Appropriate
Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

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

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

Cases for Which Neutral Evaluation May <u>Not</u> Be Appropriate
Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

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

PE13-003 000282LCPV

COURT ADR PROGRAMS

CIVIL:

- Arbitration (non-binding) (Code Civ. Proc. §§ 1141.10-1141.31, Cal. Rules of Court, rules 3.810-3.830, and Local Rules, rule 3.252 et seq.)
- Mediation (Code Civ. Proc. §§ 1775-1775.15, Cal. Rules of Court, rules 3.850-3.860, 3.865-3.872 and 3.890-3.898, Evid. Code §§ 1115-1128, and Local Rules, rule 3.252 et seq.)
  - Civil Harassment Mediation
  - Eminent Domain Mediation (Code Civ. Proc. §1250.420)
  - Small Claims Mediation
- Neutral Evaluation (Local Rules, rule 3.252 et seq.)
- Settlement Conference
  - Voluntary Settlement Conference (Local Rules, rule 3.252 et seq.)
  - Retired Judge Settlement Conference

FAMILY (non-custody):

- Arbitration (non-binding) (Fam. Code § 2554 and Local Rules, rule 5.18)
- Mediation (Local Rules, rule 5.18)
- Settlement Conference
  - Forensic Certified Public Accountant (CPA)
  - Spanish Speaking Settlement Conference

PROBATE:

- Mediation
- Settlement Conference

NEUTRAL SELECTION

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

COURT ADR PANELS

Party Select Panel The Party Select Panel consists of arbitrators, mediators, and evaluators who have achieved a specified level of experience in court-annexed cases. The parties (collectively) are charged $150.00 per hour for the first three hours of hearing time. Thereafter, parties may stipulate in writing for additional hearing time at the rate established by the neutral.

Random Select Panel The Random Select Panel consists of trained arbitrators, mediators, evaluators, and settlement officers who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that Random Select Panel neutrals provide three hours hearing time per case on a pro bono basis. Thereafter, parties may stipulate in writing for additional hearing time at the rate established by the neutral.

ADR ASSISTANCE

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

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX	E-MAIL
Antonovich	42011 4th St. West	1st Fl.	Lancaster, CA 93534	661-974-7275	661-945-8173	AntelopeADR@lasuperiorcourt.org
Chatsworth	9425 Penfield Ave.	3100	Chatsworth, CA 91311	818-576-8565	818-576-8733	ChatsworthADR@lasuperiorcourt.org
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	310-603-3072	310-223-0337	ComptonADR@lasuperiorcourt.org
Glendale	600 E. Broadway	273	Glendale, CA 91206	818-500-3160	818-548-5470	GlendaleADR@lasuperiorcourt.org
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	562-491-6272	562-437-3602	LongBeachADR@lasuperiorcourt.org
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	562-807-7243	562-462-9018	NorwalkADR@lasuperiorcourt.org
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	626-356-5685	626-568-1774	PasadenaADR@lasuperiorcourt.org
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	909-620-3183	909-629-6283	PomonaADR@lasuperiorcourt.org
San Pedro	505 S. Centre St.	209	San Pedro, CA 90731	310-519-6151	310-514-0314	SanPedroADR@lasuperiorcourt.org
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	310-260-1829	310-319-6130	SantaMonicaADR@lasuperiorcourt.org
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	213-974-5425	213-633-5115	CentralADR@lasuperiorcourt.org
Torrance	825 Maple Ave.	100	Torrance, CA 90503	310-222-1701	310-782-7326	TorranceADR@lasuperiorcourt.org
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	818-374-2337	818-902-2440	VanNuysADR@lasuperiorcourt.org

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
DISPUTE RESOLUTION PROGRAM ACT (DRPA) PROVIDERS

JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK — ALTERNATIVE DISPUTE RESOLUTION (ADR) DEPARTMENT

California Rules of Court, rule 3.221, requires counties participating in the Dispute Resolution Programs Act (DRPA) to provide information about the availability of local dispute resolution programs funded under DRPA. For more information regarding these programs, contact the Los Angeles County Department of Community and Senior Services Contracts Administration Office at 213-738-2621. The following is a list of the local dispute resolution programs funded in Los Angeles County.

Superior Court of California, County of Los Angeles, ADR Office 213-974-5425
www.lasuperiorcourt.org/ADR

STAFF AND VOLUNTEERS OF THE FOLLOWING AGENCIES ARE NOT EMPLOYEES OF THE SUPERIOR COURT:

Asian-Pacific American Dispute Resolution Center 213-250-8190 www.apadrc.org

California Academy of Mediation Professionals 818-377-7250 www.campmediation.org

California Lawyers for the Arts, Arbitration, and Mediation Service 310-998-5590
www.calawyersforthearts.org

Center for Civic Mediation 877-473-7658 213-896-6533 www.centerforcivicmediation.org

Center for Conflict Resolution 818-705-1090 www.ccr4peace.org

Centinela Youth Services, City of Hawthorne 310-970-7702 www.cys.la.org

Inland Valleys Justice Center 877-832-9325 www.ivjc.org

Korean American Coalition 4.29 Dispute Resolution Center 213-365-5999 www.kacla.org

Los Angeles County Department of Consumer Affairs, Dispute Settlement Services 213-974-0825
www.dca.lacounty.gov

Loyola Law School, The Center for Conflict Resolution 213-736-1145 www.lls.edu/ccr

Norwalk Dispute Resolution Program 562-929-5603 www.ci.norwalk.ca.us/socialservices2.asp

Office of the Los Angeles City Attorney, Dispute Resolution Program 213-485-8324
www.atty.lacity.org/mediate

THE PROGRAMS LISTED ABOVE DO NOT OFFER LEGAL ADVICE OR HELP YOU RESPOND TO A SUMMONS; HOWEVER, THEY MAY ASSIST IN RESOLVING YOUR PROBLEM THROUGH MEDIATION.

NAME, ADDRESS, TELEPHONE, FAX, and E-MAIL:	STATE BAR NUMBER:	*Reserved for Clerk's File Stamp*
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS: Click on the button to select the appropriate court address.		
PLAINTIFF/PETITIONER:		
DEFENDANT/RESPONDENT:		
STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)		CASE NUMBER:

The undersigned parties in the above-titled action stipulate to participate in the Alternative Dispute Resolution (ADR) process checked below:

- ☐ Mediation
- ☐ Arbitration (non-binding)
- ☐ Arbitration (binding)
- ☐ Neutral Evaluation
- ☐ Settlement Conference
- ☐ Other ADR Process *(describe)*: _____

Dated	Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
	☐ Plaintiff ☐ Cross-complainant ☐ Defendant ☐ Cross-defendant		
Dated	Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
	☐ Plaintiff ☐ Cross-complainant ☐ Defendant ☐ Cross-defendant		
Dated	Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
	☐ Plaintiff ☐ Cross-complainant ☐ Defendant ☐ Cross-defendant		
Dated	Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
	☐ Plaintiff ☐ Cross-complainant ☐ Defendant ☐ Cross-defendant		
Dated	Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
	☐ Plaintiff ☐ Cross-complainant ☐ Defendant ☐ Cross-defendant		
Dated	Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
	☐ Plaintiff ☐ Cross-complainant ☐ Defendant ☐ Cross-defendant		
Dated	Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
	☐ Plaintiff ☐ Cross-complainant ☐ Defendant ☐ Cross-defendant		

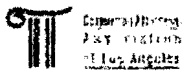
☐ Number of additional pages attached to this document: _____.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

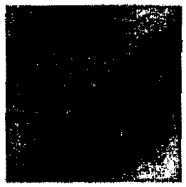
Superior Court of California
County of Los Angeles

Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel

Association of
Business Trial Lawyers

California Employment
Lawyers Association

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

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

◆Los Angeles County Bar Association Litigation Section◆

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

◆Consumer Attorneys Association of Los Angeles◆

◆Southern California Defense Counsel◆

◆Association of Business Trial Lawyers◆

◆California Employment Lawyers Association◆

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

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

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

PE13-003 000287LCPV

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at ***www.lasuperiorcourt.org*** under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

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

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

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

   a. The party requesting the Informal Discovery Conference will:

      i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

      ii. Include a brief summary of the dispute and specify the relief requested; and

      iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

   b. Any Answer to a Request for Informal Discovery Conference must:

      i. Also be filed on the approved form (copy attached);

      ii. Include a brief summary of why the requested relief should be denied;

PE13-003 000289LCPV

iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

   It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR _____)

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

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

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

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

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

PE13-003 000293LCPV

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____ _____ JUDICIAL OFFICER

PE13-003 000294LCPV

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	CFODM010 NHL			**Received:**	06/15/2012
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,FOCUS (NA) ,SEL ,4 DOOR ,SEDAN ,1FAHP3HN2AW[redacted]			**Build Date:**	01/13/2010
Odometer :	36,776 M	**Engine:**	2.0L 4V	**Calibration:**	AAU1BA0A
Transmission:	FN 4SPD	**Axle:**	3.34 RATIO	**A/C:**	YES
Dealer:	USA 05536 Galpin Ford			**Phone#:**	(818) 893-9494
City:	North Hills	**State:**	California	**Country :**	USA

Originator: JIM SMELSER

Symptom: 5 52 3 39 DRV PERF,STALLS/QUITS,CRUISE/STEADY,INTERMITTENT

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: STALLS NO CODES

Fix: **Causal Component :**

Condition Code:

Hotliner: MMESSIN4 **Phone:** 313 322-5105 **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: JIM SMELSER **Phone:** 000 000-0000 **Title Cde:** SF

12650DX1	EXTRA TIME TO REPEAT FINAL QUICK TEST	10.88
9926A	THROTTLE BODY - AIR INTAKE REPLACE	54.38

Causal Flag	Full Part Number PREF	BASE	SUFF	Part Description	CPSC	Part Quantity	Extended Amount
Y	8S4Z	9E926	B	BODY ASY-AIR CHARGE	030401	1	242.35

DTC Sections: **Mil. Light On** = Y

Flag	Test Type	Malfunction Cd	Malfunction Cd Description	Monitor Cd	Monitor Cd Description
Y	KOEC	P2135	THROTTLEPEDAL POSITION SENSORSWITCH A B VOLTAGE CORRELATION	18	CCM THROTTLE/PEDAL
N	KOEO	P1000	OBD SYSTEMS READINESS TEST NOT COMPLETE	27	NO-FAULT CODES
N	KOER	P1000	OBD SYSTEMS READINESS TEST NOT COMPLETE	27	NO-FAULT CODES

Any comments? You can contact

webmaster

12128

KOEO:
KOEC:
KOER:

Comments:

REPAIR 06/15/2012 04:12PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN:VEHICLE STALL WHEN DRIVING AT 30MPH RESTARTS AFTER 5 MIN DIAGNOSTICS: MONITOR PIDS ALL NORMAL NO DCTS HAVE ROAD TESTED FOR 50 PLUS MILES VEHICLE HAS BEEN IN THREE PRIOR VISITS THE FIRST 2 WERE NO REPAIRS UNABLE TO VERIFY CONCERN ON THRID VISIT HAD CODES FOR THROTTLE BODY CODE P2135 IN MEMORY DV-DV22 DCL DISPLAY TP1 4.7V TP2 .7-.98V FOUND TP2VOLTAGE ERRATIC REPLACED T-BODY RETEST SYSTEM PASS. PARTS REPLACED:THROTTLE BODY TECH QUESTION:VEHICLE HAS RETURNED FOR 4TH TIME CAN NOT VERIFY ROAD TESTED OVER 50 MILES

RECOMM **06/15/2012 04:12PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE** JIM, PLEASE CONTINUE TO ATTEMPT TO DUPLICATE THE CONCERN. INTERMITTENT CONCERNS ARE UNDERSTANDABLY DIFFICULT TO DUPLICATE. PLEASE DRIVE THE VEHICLE UNDER DIFFERENT CONDITIONS. WHEN THE CONCERN CAN BE DUPLICATED, PLEASE VIEW ETC_TRIM USING IDS. ETC_TRIM SHOULD NEVER BE MORE THAN (+/-) 3 DEGREES FROM 0. IF ETC_TRIM IS OUTSIDE OF THIS WINDOW, SUSPECT AN ETB (ELECTRONIC THROTTLE BODY) CIRCUIT CONCERN IS PRESENT. IF ETC_TRIM IS INCONCLUSIVE, PLEASE MONITOR ETC_ACT AND ETC_DSD DURING THE CONCERN. IF THESE PID VALUES SEPARATE BY MORE THAN 3 DEGREES, SUSPECT AN ETB CIRCUIT CONCERN IS PRESENT. IF THE ETC PIDS DO NOT INDICATE ANY CONCERNS, MEASURE FUEL PRESSURE WITH A MECHANICAL GUAGE. FUEL PRESSURE SHOULD BE 55 PSI WITH THE ENGINE RUNNING. IF LOW FUEL PRESSURE IS DISCOVERED, INSPECT THE FUEL DELIVERY SYSTEM FOR ANY CONCERNS.

Folder Number: File Report To This Folder File Report To A Folder Download Options

Add Comments Previous Next Save Mail Report

PE13-003 000298LCPV

[redacted]

CT Corporation

Service of Process Transmittal

02/21/2012
CT Log Number 520013269

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

RE: **Process Served in New York**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Summonses, Attachment(s), Exhibit(s), Verification
COURT/AGENCY:	New York County: Supreme Court, NY Case # 10164712
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - Breach of warranty - A new 2010 Ford F-150, VIN# 1FTFW1EVXA[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, New York, NY
DATE AND HOUR OF SERVICE:	By Process Server on 02/21/2012 at 11:20
JURISDICTION SERVED :	New York
APPEARANCE OR ANSWER DUE:	Within 20 days after the service, exclusive of the day of service
ATTORNEY(S) / SENDER(S):	Fred Davis Kimmel & Silverman, P.C. 1001 Avenue of the Americas 12th Floor New York, NY 10018 1-800-536-6652 ext. 110
REMARKS:	Please note the second summons is a complaint. Please note the process server underlined, circled, initialed and/or highlighted the entity name being served prior to receipt by CT.
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 798085161723 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Christopher Tilton 111 Eighth Avenue 13th Floor New York, NY 10011 212-5909070

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

_____X

Seth Chesney,

Plaintiff,

Index No.: 101647/12
Date of Filing:
SUMMONS

Ford Motor Company,

Defendant.

_____X

To the above named Defendant(s)

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney(s) within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or within thirty (30) days after completion of service, where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Fred Davis, Esquire
Kimmel & Silverman, P.C.
1001 Avenue of the Americas
12th Floor
New York, NY 10018
1-800-536-6652 ext. 110

Dated:

TO: Ford Motor Company
c/o CT Corporation System
111 Eighth Avenue (13th)
New York, NY, 10011

NEW YORK
COUNTY CLERK'S OFFICE

FEB 15 2012

NOT COMPARED
WITH COPY FILE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

NEW YORK
COUNTY CLERK'S OFFICE
2012
COMPARED
COPY FILE

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Seth Chesney,

Plaintiff,

Index No.: 101647/12
Date of Filing:
SUMMONS

Ford Motor Company,

Defendant.

---X

Plaintiff, by her attorneys Kimmel & Silverman, PC, complaining of the defendant herein, respectfully alleges as follows:

1. At all times hereinafter mentioned, plaintiff, Seth Chesney, was and still is a resident of the State of New York, residing 15 Brookside Drive, Goshen, NY 10924.

2. Upon information and belief, at all times herein mentioned, defendant, Ford Motor Company, was and still is a corporation qualified to do and regularly conduct business in the State of New York, with its address and principal place of business located at Ford Consumer Affairs, Dearborn, MI 48126, and can be served at c/o CT Corporation System, 111 Eight Avenue, New York, NY, 10011.

3. On or about July 20, 2010 Plaintiff purchased a new 2010 Ford F-150, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTFW1EVXAKC33120.

4. At all times hereinafter mentioned the vehicle was purchased in the State of New York and is registered in the State of New York.

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

defined by the Lemon Law, totaled more than $30,882.97. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. That 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. That the above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. That 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. That 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. That during the first 24 months and/or 18,000 miles, Plaintiff complained on at least four (4) occasions about defects and or non-conformities relating to engine; center console; abnormal vehicle hesitation and transmission. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

AS AND FOR A FIRST CAUSE OF ACTION

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

12. Plaintiff, is a "Purchaser" as defined by the New York General Business Law e198-a(a)(1) et. seq. (hereinafter "The Lemon Law").

13. Defendant is a "Manufacturer" as referenced by The Lemon Law.

14. That Healey Bros. Ford, is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles.

16. On or about 07/20/2010, Plaintiff took possession of the above-mentioned vehicle and experienced non-conformities as defined by The Lemon Law, which substantially impair the use, value and/or safety of the vehicle.

17. The non-conformities violate the express written warranties issued to Plaintiff by Defendant.

18. Section 198-a(c)(1) of the Lemon Law provides:

> If, within the period specified in subdivision (b) of this section, the manufacturer or its agents or authorized dealers are unable to repair or correct any defect or condition which substantially impairs the value of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer, at the option of the consumer, shall replace the motor vehicle with a comparable motor vehicle, or accept return of the vehicle from the consumer and refund to the consumer the full purchase price . . . .

19. Section 198-a(d) of the Lemon Law provides a presumption that a reasonable number of repair attempts have been undertaken if:

> (1) The same nonconformity, defect or condition has been subject to repair four or more times by the manufacturer or its agents or authorized dealers within the first eighteen thousand miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date, but such nonconformity, defect or condition continues to exist; or
>
> (2) The vehicle is out of service by reason of repair of one or more nonconformities, defects or conditions for a cumulative total of thirty or more calendar days during either period, whichever is the earlier date.

20. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than four (4) times for the same non-conformity, and the non-conformity remains uncorrected.

21. In addition, the above vehicle has or will be in the future out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

22. Plaintiff has delivered the non-conforming vehicle to an authorized service and repair facility of the manufacturer on numerous occasions. After a reasonable number of attempts, the manufacturer was unable to repair the non-conformities.

23. The vehicle continues to exhibit defects and nonconformities, which substantially impair its use, value, and/or safety as provided by the New York Lemon Law.

25. The non-conformities listed above substantially impair the value of the subject motor vehicle and continue to exist even after a reasonable number of repair attempts by the Defendant.

26. In addition, Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the dealer did not maintain records.

27. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of The New York Lemon Law.

28. Pursuant to The New York Lemon Law, Plaintiff seeks relief for losses due to the non-conformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

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

AS AND FOR A SECOND CAUSE OF ACTION

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

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

31. 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).

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

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

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

35. 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.

36. 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.

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

38. 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.

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

40. 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.

41. 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.

42. 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.

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

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

45. 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.

AS AND FOR A THIRD CAUSE OF ACTION

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

47. The sale of the subject vehicle to the Plaintiff under the misrepresentation that the vehicle was free from defects that would substantially impair the use, value, or safety of the vehicle represents an unlawful or deceptive trade practice under N.Y. Gen. Law § 349.

48. Defendant violated N.Y. Gen. Law § 349 in one or more of the following ways:

Making of fraudulent and/or negligent representations, as herein before alleged;

Representing the subject vehicle to be of good, merchantable quality, free from defects, when in fact it was not;

Representing that the repairs could be performed properly, within a reasonable time, when Defendant knew, or should have known that this was not the case;

Failing to reveal material facts including but not limited to the nature of the nonconformities and defects complained of herein; and

Failing to offer a refund of the purchase price of the subject vehicle in accordance with the applicable warranties.

49. Defendant is in the business of selling motor vehicle and therefore the violations are likely to affect the general public now and in the future.

50. Defendant violated the law willfully and knowingly.

WHEREFORE, the Plaintiff respectfully demands judgment against the defendant in a sum which exceeds the jurisdictional limits of al lower courts which would otherwise have jurisdiction; money damages in whatever amount the Plaintiff is found to be entitled, plus any interest, costs, incidental and consequential damages; Equitable relief including, but not limited to, repurchase or replacement of the subject vehicle, and in the event that this Court finds Plaintiff is not entitled to repurchase or replacement; any other relief this Court deems just; and attorneys' fees.

RESPECTFULLY SUBMITTED,

Fred Davis, Esquire
Kimmel & Silverman, P.C.
1001 Avenue of the Americas
12th Floor
New York, NY 10018
1-800-536-6652 ext. 110

Dated: New York, New York
January 3, 2012

STATE OF NEW YORK)

) SS.:

COUNTY OF NEW YORK)

I, Fred Davis, an attorney admitted to practice in the Courts of the State of New York, say that:

I am a member of the firm of KIMMEL & SILVERMAN, PC, the attorneys for plaintiff(s) in the within action;

I have read the annexed COMPLAINT and the same is true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true.

The reason I make this verification instead of plaintiff is that plaintiff resides outside of the county in which my office is located.

The source of my information and the grounds for my belief are based upon correspondence and reports of investigation in the files of my firm. I affirm the foregoing statements are true under penalties of perjury.

Dated: New York, New York

FRED DAVIS, ESQUIRE
Attorney for Plaintiff

PLAINTIFF VERIFICATION

STATE OF NEW YORK)

) SS.:

COUNTY OF NEW YORK)

Seth Chesney, being duly sworn deposes and says:

I am the plaintiff in the action herein; I have read the annexed VERIFIED COMPLAINT, I know the contents thereof and the same are true to my knowledge, except those matters herein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

Sworn before me this 10th
Day of January 2012

NOTARY PUBLIC

Seth Chesney

SILVIA GRADY
Notary Public, State Of New York
No. 01GR6064161
Qualified In Orange County
Commission Expires September 17, 2013

VEHICLE CASH PURCHASE AGREEMENT

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE BUYER AND THE SALES MANAGER.

CHEVROLET BUICK
183 GREENWICH AVE.
GOSHEN 845-294-6171
N.Y.S. FACILITY I.D. NO. 2360536

HEALEY BROTHERS
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CHEVROLET
410 FISHKILL AVE.
BEACON 845-831-1975
N.Y.S. FACILITY I.D. NO. 702 5000

HYUNDAI
409 FISHKILL AVE.
BEACON 845-831-1990
N.Y.S. FACILITY I.D. NO. 707 4271

FORD LINCOLN MERCURY
2528 ROUTE 17M
GOSHEN 845-291-1998
N.Y.S. FACILITY I.D. NO. 7089314

HEALEY MITSUBISHI
2528 ROUTE 17M
GOSHEN 845-291-1998
N.Y.S. FACILITY I.D. NO. 7082636

USED CAR OUTLET
130 TEMPLE HILL RD.
VAILS GATE 845-565-7033
N.Y.S. FACILITY I.D. NO. 7089353

CHRYSLER DODGE JEEP
557 ROUTE 52
BEACON 845-831-1148
N.Y.S. FACILITY I.D. NO. 707 7504

BUYER: SETH A CHESNEY
EMAIL ADDRESS:
STREET: 15 BROOKSIDE DR
RES. PHONE: (845)294-1237
BUS. PHONE: (845)651-4451
CITY: GOSHEN
STATE: NY
ZIP: 109245214
CELL PHONE:

THE VEHICLE TRANSACTION

SALESPERSON MARK M GUINUP

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE: (READ OTHER SIDE)

YEAR 2010 NEW [XX] USED [ ] DEMO [ ]
MAKE FORD TRUCK
COLOR DK BLUE PM
TRIM BLK LTH HT
MODEL F-150 SERIES
V.I.N. 1 F T F W 1 E V X A K C 3 3 1 2 0
TO BE DELIVERED ON OR ABOUT: 07/10/2010
MILEAGE 2
BODY TYPE SUPERCREW
STOCK NO. F008195

"NOTICE TO CONSUMER: IF THE VEHICLE IS NOT DELIVERED IN ACCORDANCE WITH THIS AGREEMENT WITHIN 30 DAYS AFTER THE ESTIMATED DELIVERY DATE AND THE DELAY IS NOT ATTRIBUTABLE TO YOU, YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT AND TO RECEIVE A FULL REFUND OF YOUR DEPOSIT."

USED VEHICLE DISCLOSURE STATEMENT - THE INFORMATION BUYER SEES ON THE F.T.C. WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal use of the vehicle were as a police vehicle, taxicab, driver education vehicle or rental vehicle). The principal prior use of this vehicle was as: a police vehicle _____, a taxicab _____, a driver education vehicle _____, or a rental vehicle _____.

THE PRICE

INSURANCE INFO:

VEHICLE PRICE	(+)	$ 43895.00
PRIVACY COMPLIANCE FE		24.00

THE TRADE-IN

YEAR
MAKE
MODEL
MILEAGE
V.I.N.
NET PAYOFF AMT. $ N/A
PER DIEM
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT:
PAYOFF DATE GOOD UNTIL

TOTAL	$	$ 43919.00
LESS TRADE-IN CREDIT (SEE 1 & 6 (b) ON BACK)		N/A
CASH PRICE	$	$ 43919.00

TAXES AND OTHER FEES

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

SPECIAL NOTICE TO CONSUMER

IF, UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED MOTOR VEHICLES, YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS TRANSACTION, THE VALUE OF ANY VEHICLE YOU MAY HAVE TRADED-IN (IF THE SELLER CHOOSES NOT TO RETURN IT TO YOU) SHALL NOT BE THE VALUE LISTED IN THIS DOCUMENT. INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AUTO DEALERS ASSOCIATION USED CAR GUIDE WHOLESALE VALUE OR OTHER GUIDE APPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR MILEAGE, IMPROVEMENTS AND ANY MAJOR PHYSICAL OR MECHANICAL DEFECTS.

*THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE ($75.00 MAXIMUM) AND SPECIAL PLATE PROCESSING FEE ($5.00 MAXIMUM) ARE NOT NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEES. UNLESS A LIEN IS BEING RECORDED OR THE DEALER ISSUED NUMBER PLATES, YOU MAY SUBMIT YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE OR FOR A SPECIAL OR DISTINCTIVE PLATE TO ANY MOTOR VEHICLE ISSUING OFFICE.

SALES TAX 8.125 %	(+)	3566.47
"Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). *THIS IS NOT A DMV FEE* $ 75.00"	(+)	XXXXXXX 75.00
N.Y.S. WASTE TIRE FEE	(+)	12.50
REGISTRATION FEE (ESTIMATE) [T] or [N]	(+)	300.00
INSPECTION FEE	(+)	10.00
REBATE (IF APPLICABLE)	(–)	1000.00
TOTAL CASH DELIVERED		$ 46882.97
LESS CASH DEPOSIT SUBMITTED WITH ORDER	(–)	16000.00
PLUS BALANCE OWING ON TRADE-IN	(+)	N/A
BALANCE DUE ON DELIVERY. CASH OR CERTIFIED FUNDS ONLY.		$ 30882.97

I have read the terms on the back of this agreement and have received [illegible] eement.
REFUND POLICY INFORMATION AVAILABLE U[illegible]

ALL-STATE LEGAL® PLAINTIFF'S EXHIBIT A

BUYER'S SIGNATURE [signature] [illegible]/2010

CO-BUYER'S SIGNATURE

MGT. APPROVAL DATE: 07/10/2010

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE REFUND ANY AMOUNT OVERPAID FOR SUCH FEES. 07/10/10

CUSTOMER'S INITIALS: SAC DATE: 7/12/10

SEE REVERSE SIDE FOR ADDITIONAL TERMS

The Reynolds and Reynolds Company CO625510 Q (09/09)

HEALEY BROTHERS
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Chevrolet Buick
183 Greenwich Ave., Goshen
(845) 294-6171
N.Y.S. M.V. R/S REG. NO. 2360536

KIA
130 Temple Hill Rd., Vails Gate
(845) 565-7033
N.Y.S. M.V. R/S REG. NO. 7089353

Ford Lincoln
2528 Route 17M, Goshen
(845) 291-1998
N.Y.S. M.V. R/S REG. NO. 7089314

Mitsubishi
2528 Route 17M, Goshen
(845) 291-1998
N.Y.S. M.V. R/S REG. NO. 7082636

Chevrolet
1960 South Road, Poughkeepsie
(845) 298-1193
N.Y.S. M.V. R/S REG. NO. 7025000

Chrysler Dodge Jeep
557 Route 52, Beacon
(845) 831-1148
N.Y.S. M.V. R/S REG. NO. 7077504

Hyundai
410 Fishkill Ave., Beacon
(845) 831-3199
N.Y.S. M.V. R/S REG. NO. 7095414

CUSTOMER NO. 7089531	ADVISOR Steven Tarko 170330	TAG NO. 9059	INVOICE DATE 11/04/10	INVOICE NO. FOCS65500
SETH A CHESNEY 15 BROOKSIDE DR GOSHEN, NY 10924-5214	LABOR RATE	LICENSE NO. 25359MA / MILEAGE 5,656	COLOR DK BLUE PM/	STOCK NO. F008195
	YEAR / MAKE / MODEL 10/FORD TRUCK/F-150 SERIES/SUPERCREW		DELIVERY DATE 07/12/10	DELIVERY MILES 9
	VEHICLE I.D. NO. 1FTFW1EVXAKC33120		SOLD BY DEALER NO. 8769	PRODUCTION DATE
SCHEFNEY@HVC.RR.COM	F.T.E. NO.	P.O. NO.	R.O. DATE 11/03/10	
RESIDENCE PHONE 845-294-1237	BUSINESS PHONE 845-651-4451	COMMENTS		MO: 5656

JOB# 1 CHARGES

LABOR

J# 1 55F0Z75 5000 MILE SERVICE TECH(S) 177979 WARRANTY

CUSTOMER STATES PERFORM 5000 MILE SERVICE INTERVAL
CHANGE ENGINE OIL FILTER
LUBRICATE CHASSIS (AS REQUIRED)
ROTATE FOUR TIRES/CHECK AND SET TIRE PRESSURES/RESET MONITOR
REPLACE ENGINE OIL (UP TO 5 QTS)
RESET OIL LIFE MONITOR
INSTALL BG ENGINE PROTECTION PLAN KIT
INSPECT AND TOP OFF ALL UNDER HOOD FLUIDS
PERFORM MULTI POINT MAINTENANCE INSPECTION
ROAD TEST VEHICLE
INSPECT FRONT AND REAR BRAKES.
PERFORMED 5000 MILE SERVICE INTERVAL

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
	1		FL-820-S	FILTER ASY - O		WARRANTY
	7		XO-5W20-QFS	OIL - ENGINE		WARRANTY
				TOTAL - PARTS		0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 10E0Z0 ENGINE CONCERN INTERNAL

CUSTOMER STATES HESITATION/BUCKING ACCELERATION
[redacted] FOR TSB OR
SSM'S NONE FOUND DROVE LIKE OVERCLEANING NEW CAR LOT
SAME AS CUSTOMERS ADVISE CUSTOMER TO CHECK BACK TO INQUIRE
ABOUT ANY NEW TSB OR SSM'S ADVISOR WILL CONTACT HOT LINE
FOR ANY FURTHER ASSISTANCE

NOTE

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3 66E0Z99P COMP INSP REPORT TECH(S) 177979 0.00

COMPLIMENTARY MULTI-POINT INSPECTION PERFORMED BY
HEALEY FORD LINCOLN MERCURY AS RECOMMENDED BY
FORD MOTOR COMPANY

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4 22F0Z ACCESSORIES INTERNAL

CUSTOMER STATES CENTER CONSOLE SCUFFED

DID YOU
SAVE
up to 35%
on your routine 5000-mile service?

You can, when you purchase the Healey Brothers Maintenance Plan
Ask Our Service Team Today For Details

Consider the Value:

- Lock in your maintenance costs based on today's cost of oil and service
- Includes five routine 5000-mile services
- Change Engine Oil and Filter
- Rotate Tires
- Check Fluids and Adjust Tire Pressure
- Lubricate Hinges and Latches
- Install BG Engine Protection Additive
- Multi-Point Vehicle Inspection
- Roadside Assistance Plan
- Free Car Wash

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
B

The Reynolds and Reynolds Company ERAINTINVE CC64887 1 Q (03/11)

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Chevrolet Buick
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KIA
130 Temple Hill Rd., Vails Gate
(845) 565-7033
N.Y.S. M.V. R/S REG. NO. 7089353

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N.Y.S. M.V. R/S REG. NO. 7089314

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Hyundai
410 Fishkill Ave., Beacon
(845) 831-3199
N.Y.S. M.V. R/S REG. NO. 7095414

CUSTOMER NO. 7089531	ADVISOR Steven Tarko 170330	TAG NO. 9059	INVOICE DATE 11/04/10	INVOICE NO. FOCS65500
[redacted]	LABOR RATE [redacted]	MILEAGE 5,656	COLOR DK BLUE PM/	STOCK NO. F008195
GOSHEN, NY [redacted]	YEAR/MAKE/MODEL 10/FORD TRUCK/F-150 SERIES/SUPERCREW		DELIVERY DATE 07/12/10	DELIVERY MILES 9
[redacted]	VEHICLE I.D. NO. 1 F T F W 1 E V X A K [redacted]		SELLING DEALER NO. 8769	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 11/03/10	
	COMMENTS			MO: 5656

WILL CALL MARK @ WS FOR AUTHORIZATION TO ORDER

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------

J# 5 F66FOZGBATT BATTERY OK [redacted] TECH(S) 177979 [redacted] INTERNAL

A COMPLIMENTARY SERVICE PERFORMED BY HEALEY F/L/M
BATTERY PASSES

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES----------

LABOR----------

J# 6 F66FOZGBK BRAKES OK [redacted] TECH(S) 177979 [redacted] INTERNAL

A COMPLIMENTARY SERVICE PERFORMED BY HEALEY F/L/M
BRAKES ARE OK AT THIS TIME

JOB# 6 TOTALS----------

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES----------

LABOR----------

J# 7 F66FOZGTIRE TIRES OK [redacted] TECH(S) 177979 [redacted] INTERNAL

A COMPLIMENTARY SERVICE PERFORMED BY HEALEY F/L/M
TIRE TREAD AND WEAR IS OK AT THIS TIME

JOB# 7 TOTALS----------

JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 0.00

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

DID YOU **SAVE up to 35%** *on your routine 5000-mile service?*

You can, when you purchase the Healey Brothers Maintenance Plan
Ask Our Service Team Today For Details

Consider the Value:

- Lock in your maintenance costs based on today's cost of oil and service

Includes five routine 5000-mile services

- Change Engine Oil and Filter
- Rotate Tires
- Check Fluids and Adjust Tire Pressure
- Lubricate Hinges and Latches
- Install BG Engine Protection Additive
- Multi-Point Vehicle Inspection
- Roadside Assistance Plan
- Free Car Wash

The Reynolds and Reynolds Company ERAINTNVE CC848871 Q (03/11)

PE13-003 000313LCPV

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(845) 294-6171
N.Y.S. M.V. R/S REG. NO. 2360536

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N.Y.S. M.V. R/S REG. NO. 7082636

Chevrolet
1960 South Road, Poughkeepsie
(845) 298-1193
N.Y.S. M.V. R/S REG. NO. 7025000

Chrysler Dodge Jeep
557 Route 52, Beacon
(845) 831-1148
N.Y.S. M.V. R/S REG. NO. 7077504

Hyundai
410 Fishkill Ave., Beacon
(845) 831-3199
N.Y.S. M.V. R/S REG. NO. 7095414

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
7089531	Steven Tarko 170330	9059	11/04/10	F0CS65500
[redacted]	MILEAGE 5,656	COLOR DK BLUE PM/		STOCK NO. F008195
GOSHEN, NY [redacted]	YEAR/MAKE/MODEL 10/FORD TRUCK/F-150 [redacted] SERIES/SUPERCREW	DELIVERY DATE 07/12/10		DELIVERY MILES 9
	VEHICLE I.D. NO. 1 F T F W 1 E V X A K [redacted]	SELLING DEALER NO. 8769		PRODUCTION DATE
[redacted]	F.T.E. NO. / P.O. NO.	R.O. DATE 11/03/10		
	COMMENTS			MO: 5656

TOTALS

[ ] CASH [ ] CHECK NO [ ]

[ ] VISA [ ] MASTERCARD

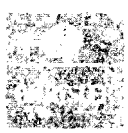
[ ] AMERICAN EXPRESS [ ] OTHER [ ] CHARGE

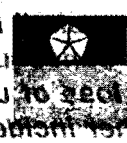
TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

```
*************************************************************
*              Welcome to Healey Ford                       *
*  "Thank you" for the opportunity to impress you today.    *
* We would appreciate hearing about your experience and     *
*          encourage you to email or call                   *
*  YourComments@HealeyBrothers.com          845-291-1998     *
* Have a great day,                                         *
* Chic Doviak, Service Manager                              *
* Bryan Gingold, Parts and Service Director                 *
```

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********





Mercury

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on your routine 5000-mile service?

You can, when you purchase the Healey Brothers Maintenance Plan

Ask Our Service Team Today For Details

Consider the Value:

- Lock in your maintenance costs based on today's cost of oil and service

Includes five routine 5000-mile services

- Change Engine Oil and Filter
- Rotate Tires
- Check Fluids and Adjust Tire Pressure
- Lubricate Hinges and Latches
- Install BG Engine Protection Additive
- Multi-Point Vehicle Inspection
- Roadside Assistance Plan
- Free Car Wash

The Reynolds and Reynolds Company ERAINTINVE CC840871 Q (03/11)

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(845) 565-7033
N.Y.S. M.V. R/S REG. NO. 7089353

Ford Lincoln
2528 Route 17M, Goshen
(845) 291-1998
N.Y.S. M.V. R/S REG. NO. 7089314

Mitsubishi
2528 Route 17M, Goshen
(845) 291-1998
N.Y.S. M.V. R/S REG. NO. 7082636

Chevrolet
1960 South Road, Poughkeepsie
(845) 298-1193
N.Y.S. M.V. R/S REG. NO. 7025000

Chrysler Dodge Jeep
557 Route 52, Beacon
(845) 831-1148
N.Y.S. M.V. R/S REG. NO. 7077504

Hyundai
410 Fishkill Ave., Beacon
(845) 831-3199
N.Y.S. M.V. R/S REG. NO. 7095414

CUSTOMER NO. 7089531	ADVISOR Steven Tarko 170330	TAG NO. 9455	INVOICE DATE 11/24/10	INVOICE NO. FOCS70174
[redacted]	LABOR RATE [redacted]	MILEAGE 5,942	COLOR DK BLUE PM/	STOCK NO. FO08195
GOSHEN, NY [redacted]	YEAR/MAKE/MODEL 10/FORD TRUCK/F-150 SERIES/SUPERCREW		DELIVERY DATE 07/12/10	DELIVERY MILES 9
	VEHICLE I.D. NO. 1 F T F W 1 E V X A K [redacted]		SELLING DEALER NO. 8769	PRODUCTION DATE
[redacted]	F.T.E. NO.	P.O. NO.	R.O. DATE 11/23/10	REPRINT# 1
	COMMENTS			MO: 5948

JOB# 1 CHARGES

LABOR
J# 1 10F[illegible]01A ENGINE CONCERN TECH(S) 177979 INTERNAL
CUSTOMER STATES VEHICLE HESITATES WHEN ACCELERATION
[illegible]
CHECK FOR CODES-NONE FOUND ,CHECKED OASIS FOR TSB/SSM'S
NONE FOUND FOR SYMPTOMS,LET VEHICLE SIT OVERNIGHT & REROAD
TEST 3X , NO HESITATION ALL 3X,WILL RESCHEDULE IF PROBLEM
PERSISTS

NOTE Again

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2 66F0Z99P [illegible] INSP REPORT TECH(S) 177979 INTERNAL
COMPLIMENTARY MULTI-POINT INSPECTION PERFORMED BY
HEALEY FORD LINCOLN MERCURY AS RECOMMENDED BY
FORD MOTOR COMPANY

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
J# 3 20F0Z[illegible] TRIM CONCERN TECH(S) 177979 INTERNAL
CUSTOMER STATES SCRATCH ON CENTER CONSOLE
PART ORDERED

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR
J# 4 66F0ZGBATT BATTERY OK TECH(S) 177979 INTERNAL
A COMPLIMENTARY SERVICE PERFORMED BY HEALEY F/L/M
BATTERY PASSES

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES

LABOR
J# 5 66F0ZGBK BRAKES OK TECH(S) 177979 INTERNAL
A COMPLIMENTARY SERVICE PERFORMED BY HEALEY F/L/M
BRAKES ARE OK AT THIS TIME

JOB# 5 TOTALS

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

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- Install BG Engine Protection Additive
- Multi-Point Vehicle Inspection
- Roadside Assistance Plan
- Free Car Wash

The Reynolds and Reynolds Company ERAINTINVE CC648871 Q (03/11)

 [CONTINUED ON NEXT PAGE] 05:05pm

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(845) 565-7033
N.Y.S. M.V. R/S REG. NO. 7089353

Ford Lincoln
2528 Route 17M, Goshen
(845) 291-1998
N.Y.S. M.V. R/S REG. NO. 7089314

Mitsubishi
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(845) 831-1148
N.Y.S. M.V. R/S REG. NO. 7077504

Hyundai
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(845) 831-3199
N.Y.S. M.V. R/S REG. NO. 7095414

CUSTOMER NO. 7089531	ADVISOR Steven Tarko 170330	TAG NO. 9455	INVOICE DATE 11/24/10	INVOICE NO. FOCS70174
[redacted]	LABOR RATE [redacted]	MILEAGE 5,942	COLOR DK BLUE PM/	STOCK NO. F008195
GOSHEN, NY [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/F-150 SERIES/SUPERCREW		DELIVERY DATE 07/12/10	DELIVERY MILES 9
	VEHICLE I.D. NO. 1 F T F W 1 E V X A K [redacted]		SELLING DEALER NO. 8769	PRODUCTION DATE
[redacted]	F.T.E. NO.	P.O. NO.	R.O. DATE 11/23/10	REPRINT# 1
	COMMENTS			MO: 5948

JOB# 6 CHARGES----------

LABOR----------
J# 6+66FOZGTIRE TIRE(S) OK TECH(S) 177979 INTERNAL
A COMPLIMENTARY SERVICE PERFORMED BY HEALEY F/L/M
TIRE TREAD AND WEAR IS OK AT THIS TIME

JOB# 6 TOTALS----------

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

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

TOTALS----------

[ ] CASH [ ] CHECK NO [ ]
[ ] VISA [ ] MASTERCARD
[ ] AMERICAN EXPRESS [ ] OTHER [ ] CHARGE

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

****
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* YourComments@HealeyBrothers.com 1998
* Have a great day
* Chic Doviak, Service Manager
* Bryan Gingold, Parts and Service Director

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

Mercury

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PAGE 2 OF 2 CUSTOMER COPY [END OF INVOICE] 05:05pm

The Reynolds and Reynolds Company ERAINTINVE CC848871 Q (03/11)

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N.Y.S. M.V. R/S REG. NO. 7025000

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(845) 831-1148
N.Y.S. M.V. R/S REG. NO. 7077504

Hyundai
410 Fishkill Ave., Beacon
(845) 831-3199
N.Y.S. M.V. R/S REG. NO. 7095414

CUSTOMER NO. 7089531	ADVISOR Stuart Greenblatt 194741	TAG NO. .249	INVOICE DATE 07/15/11	INVOICE NO. FOCS124660
[redacted]	LABOR RATE [redacted]	MILEAGE 9,840	COLOR DK BLUE PM/	SCOOL NO. FO08195
GOSHEN, NY [redacted]	YEAR/MAKE/MODEL 10/FORD TRUCK/F-150 SERIES/SUPERCREW		DELIVERY DATE 07/12/10	DELIVERY MILES 9
	VEHICLE I.D. NO. 1 F T F W 1 E V X A K [redacted]		SALES DEALER NO. 8769	PRODUCTION DATE
[redacted]	F.T.E. NO.	P.O. NO.	R.O. DATE 07/11/11	
	COMMENTS			MO: 9850

JOB# 1 CHARGES

LABOR
J# 1 55F0ZZ5 5000 MILE SERVICE TECH(S) 2000291 WARRANTY
CUSTOMER REQUESTS 7500 MILE SERVICE
CHANGE ENGINE OIL FILTER
LUBRICATE CHASSIS (AS REQUIRED)
ROTATE FOUR TIRES/CHECK AND SET TIRE PRESSURES/RESET MONITOR
REPLACE ENGINE OIL (UP TO 5 QTS)
RESET OIL LIFE MONITOR
INSPECT AND TOP OFF ALL UNDER HOOD FLUIDS
PERFORM MULTI POINT MAINTENANCE INSPECTION
ROAD TEST VEHICLE
INSPECT FRONT AND REAR BRAKES
PERFORMED SERVICE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	FL-820-S	FILTER ASY - O		WARRANTY
	7	XO-5W20-QFS	OIL - ENGINE		WARRANTY
				TOTAL - PARTS	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2 23F07[illegible] DRIVEABILITY CONCERN TECH(S) [illegible] WARRANTY
CUSTOMER STATES WHEN ENGINE IS [illegible]RTED THERE IS A LA[illegible]
OF POWER UP HILLS. IT BUCKS AN[illegible]S. THIS HAS BEEN
AN ONGOING ISSUE.
IE. IF YOU CRUISE AT 30 MPH IT [illegible] UP WHILE
DRIVING STEADY
[illegible]
CHECKED OASIS, NO RELATED TSB/SSM. FOLLOWED DIAG
PROCEEDURE LIST IN SHOP MANUAL.
CLEARED KIT M IN TCM CONTACTED HOTLINE ID.104699097
REFLASHED PCM, PERFORMED TRANS SHIFT RE-LEARN ROADTEST
ASD PER HOTLINE SUGGESTION. ROADTESTED: OK.
ADVISTED CUSTOMER THE PCM IS PROGRAMMED TO REDUCE ENGINE
POWER DURING INITIAL WARM UP UNTILL ENGINE TEMP IS
150 DEGREES (F)

NOTE

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
J# 3 16F0Z01 BODY ELECT TECH(S) 177979 WARRANTY
CUSTOMER STATES DRIVERS SEAT WONT ADJUST

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SAVE
up to 35%
on your routine 5000-mile service?

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- Install BG Engine Protection Additive
- Multi-Point Vehicle Inspection
- Roadside Assistance Plan
- Free Car Wash

 [CONTINUED ON NEXT PAGE] 07:14am

The Reynolds and Reynolds Company ERAINTINVE CC648871 Q (03/11)

HEALEY BROTHERS
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Chevrolet Buick
183 Greenwich Ave., Goshen
(845) 294-6171
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KIA
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N.Y.S. M.V. R/S REG. NO. 7089353

Ford Lincoln
2528 Route 17M, Goshen
(845) 291-1998
N.Y.S. M.V. R/S REG. NO. 7089314

Mitsubishi
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N.Y.S. M.V. R/S REG. NO. 7082636

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(845) 298-1193
N.Y.S. M.V. R/S REG. NO. 7025000

Chrysler Dodge Jeep
557 Route 52, Beacon
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N.Y.S. M.V. R/S REG. NO. 7077504

Hyundai
410 Fishkill Ave., Beacon
(845) 831-3199
N.Y.S. M.V. R/S REG. NO. 7095414

CUSTOMER NO. 7089531	ADVISOR Stuart Greenblatt 194741	TAG NO. .249	INVOICE DATE 07/15/11	INVOICE NO. FOCS124660
[redacted]	LABOR RATE [redacted]	MILEAGE 9,840	COLOR DK BLUE PM/	STOCK NO. FO08195
GOSHEN, NY [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/F-150 SERIES/SUPERCREW		DELIVERY DATE 07/12/10	DELIVERY MILES 9
	VEHICLE I.D. NO. 1 F T F W 1 E V X A K [redacted]		SOLD BY DEALER NO. 8769	PRODUCTION DATE
[redacted]	F.T.E. NO.	P.O. NO.	R.O. DATE 07/11/11	
	COMMENTS			MO: 9850

VERIFDIED COMPLAINT. CHECKED OASIS. PERFORMED PRELIMINARY
INSPECTION, NO OBVIOUS FAULTS. PERFORMEDSELF TEST
FOUND DTC..B1663, 64,65,66, B1987 STORED. CHECKED
POWER AND GROUNDS OK. PERFORMED PINPOINT TEST E-1,2,3
SEAT MODULE FAULTY AS PER PINPOINT TEST E-3
REPLACED SEAT MODULE (PMI). PROGRAMMED NEW MODULE.
RECHECKED SEAT FUNCTIONS. OK AT THIS TIME.

PARTS------QTY--PART NUMBER----------DESCRIPTION----------UNIT PRICE-
1 AT4Z-14C708-A CONTROL UNIT WARRANTY
TOTAL - PARTS 0.00

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES----------

LABOR----------
J#4*66FOZ99P QC MP INSP REPORT TECH(S) 177979 INTERNAL
COMPLIMENTARY MULTI-POINT INSPECTION PERFORMED BY
HEALEY FORD LINCOLN MERCURY AS RECOMMENDED BY
FORD MOTOR COMPANY

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------
J#5*66FOZGBAT BATTERY OK TECH(S) 177979 INTERNAL
A COMPLIMENTARY SERVICE PERFOR[redacted]LEY F/L/M
BATTERY PASSES

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES----------

LABOR----------
J#6*66FOZGBKSYS BRAKE SYS OK TECH(S) 177979 INTERNAL
A COMPLIMENTARY SERVICE PERFORMED BY HEALEY F/L/M
BRAKE SYSTEM CHECKS OK AT THIS TIME

JOB# 6 TOTALS----------

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES----------

LABOR----------
J#7*66FOZGTIRE TIRE(S) OK TECH(S) 177979 INTERNAL
A COMPLIMENTARY SERVICE PERFORMED BY HEALEY F/L/M
TIRE TREAD AND WEAR IS OK AT THIS TIME

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The Reynolds and Reynolds Company ERAINTINVE CC648871 Q (03/11)

 [CONTINUED ON NEXT PAGE] 07:14am

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N.Y.S. M.V. R/S REG. NO. 7095414

CUSTOMER NO. 7089531	ADVISOR Stuart Greenblatt 194741	TAG NO. .249	INVOICE DATE 07/15/11	INVOICE NO. FOCS124660
[redacted]	LABOR RATE [redacted]	MILEAGE 9,840	COLOR DK BLUE PM/	STOCK NO. F008195
GOSHEN, NY [redacted]	YEAR/MAKE/MODEL 10/FORD TRUCK/F-150 SERIES/SUPERCREW		DELIVERY DATE 07/12/10	DELIVERY MILES 9
	VEHICLE I.D. NO. 1 F T F W 1 E V X A K [redacted]		SELLING DEALER NO. 8769	PRODUCTION DATE
[redacted]	F.T.E. NO.	P.O. NO.	R.O. DATE 07/11/11	
JOB# 7 TOTALS	COMMENTS			MO: 9850

JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 0.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $110.00 (+TAX)
COMMENTS----------
DROP OFF NIGHT BEFORE
DELETED OPERATION(S)----------
55FOZZ10 10000 MILE SERVICE 00FOZ02 *NYSI STATE 10

TOTALS----------

[ ] CASH [ ] CHECK NO [ ]
[ ] VISA [ ] MASTERCARD
[ ] AMERICAN EXPRESS [ ] OTHER [ ] CHARGE

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

****
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* encourage you to email or call
* YourComments@HealeyBrothers.com 845-291-1998
* Have a great day
* Chic Doviak, Service Manager
* Bryan Gingold, Parts and Service Director

CUSTOMER SIGNATURE

Mercury

Thank You

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 CUSTOMER COPY [END OF INVOICE] 07:14am

The Reynolds and Reynolds Company ERAINTINVE CC648671 D (03/11)

PE13-003 000319LCPV

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N.Y.S. M.V. R/S REG. NO. 7095414

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
7089531	Stuart Greenblatt 194741	2198	09/16/11	FOCS141156

[redacted]
GOSHEN, NY [redacted]
[redacted]

LABOR RATE	[redacted]	MILEAGE	COLOR	STOCK NO.
		12,289	DK BLUE PM/	F008195

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/F-150 SERIES/SUPERCREW	07/12/10	9

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F T F W 1 E V X A K [redacted]	8769	

F. T. E. NO.	[redacted] NO.	R. O. DATE
		09/15/11

COMMENTS

MO: 12323

JOB# 1 CHARGES

LABOR

J# 1 25F0Z01 AUTO TRANS CONCERN TECH(S) 177979 WARRANTY

VEHICLE BEING DROPPED OF FOR FORD ENGINEER TO INSPECT.
CUSTOMER STATES TRUCK HESITATES WHEN ACCELERATING. WHEN
ENGINE IS FIRST STARTED..YOU MUST WAIT 5 MINUTES FOR IT TO
WARM UP OR IT WONT GO UP HILLS. WHEN ACCELERATING ON THE
HIGHWAY THERE WAS A BIG CLUNK. IT SEEMS AS IF TRANS
DOESNT KNOW WHEATHER TO SHIFT UP OR DOWN.
HAD KEVEN FRON FORD ENGINEERING INSPECT AND TEST DRIVE
VEHICLE. ENGINEER TEST DROVE VEHICLE ON 2 CONSECUTIVE DAYS
VEHICLE WAS DRIVEN WITH TEST EQUIPT MONITORING SYSTEMS
NO RELATED FAULTS, NO MISFIRES NO ABNORMALITIES DETECTED.
VEHICLE WAS ALSO DRIVEN ON AN EXTENDED ROAD TESTR BY THE
PARTS/SERVICE DIRECTOR AND SERVICE ADVISOR. NONE OF THE
CUSTOMER CONCERNS WERE EXPERIENCED. EVALUATION REPORT
BEING SENT TO DEALERSHIP FROM FORD ENGINEER.
COULD NOT DUPLICATE CUSTOMERS CONCERN AS DESCRIBED.
NO REPAIRS PERFORMED
EVALUATION COMPLETED 9/16/11 5:00PM. CUSTOMER LEAVING
VEHICLE AT DEALERSHIP UNTILL HE SPEAKS TO FORD CUSTOMER
SERVICE. AS PER CUSTOMERS REQUEST VEHICLE WAS DRIVEN
9/21/11 OVERNIGHT BY THE PARTS/SERVICE DIRECTOR. VEHICLE
OPERATED AS DESIGNED ON BOTH NIGHT TIME AND NEXT MORNING
DRIVE.

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 66F0Z99P COMP INSP REPORT TECH(S) 177979 INTERNAL

COMPLIMENTARY MULTI-POINT INSPECTION PERFORMED BY
HEALEY FORD LINCOLN MERCURY AS RECOMMENDED BY
FORD MOTOR COMPANY

Mercury

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3 66F0ZGBATT BATTERY OK TECH(S) 177979 INTERNAL

A COMPLIMENTARY SERVICE PERFORMED BY HEALEY F/L/M
BATTERY PASSES

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

DID YOU **SAVE** **up to 35%**

on your routine 5000-mile service?

You can, when you purchase the Healey Brothers Maintenance Plan
Ask Our Service Team Today For Details

Consider the Value:

- Lock in your maintenance costs based on today's cost of oil and service

Includes five routine 5000-mile services

- Change Engine Oil and Filter
- Rotate Tires
- Check Fluids and Adjust Tire Pressure
- Lubricate Hinges and Latches
- Install BG Engine Protection Additive
- Multi-Point Vehicle Inspection
- Roadside Assistance Plan
- Free Car Wash

[CONTINUED ON NEXT PAGE]

The Reynolds and Reynolds Company ERAKTINVE CC048871 Q (03/11)

HEALEY BROTHERS

www.HealeyBrothers.com • 1-888-3-Healey

Chevrolet Buick
183 Greenwich Ave., Goshen
(845) 294-6171
N.Y.S. M.V. R/S REG. NO. 2360538

KIA
130 Temple Hill Rd., Vails Gate
(845) 565-7033
N.Y.S. M.V. R/S REG. NO. 7089353

Ford Lincoln
2528 Route 17M, Goshen
(845) 291-1998
N.Y.S. M.V. R/S REG. NO. 7089314

Mitsubishi
2528 Route 17M, Goshen
(845) 291-1998
N.Y.S. M.V. R/S REG. NO. 7062636

Chevrolet
1960 South Road, Poughkeepsie
(845) 298-1193
N.Y.S. M.V. R/S REG. NO. 7025000

Chrysler Dodge Jeep
557 Route 52, Beacon
(845) 831-1148
N.Y.S. M.V. R/S REG. NO. 7077504

Hyundai
410 Fishkill Ave., Beacon
(845) 831-3199
N.Y.S. M.V. R/S REG. NO. 7095414

CUSTOMER NO. 7089531	ADVISOR Stuart Greenblatt 194741	TAG NO. 2198	INVOICE DATE 09/16/11	INVOICE NO. FOCS141156
[redacted]	[redacted]	MILEAGE 12,289	COLOR DK BLUE PM/	STOCK NO. FO08195
GOSHEN, NY [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/F-150 SERIES/SUPERCREW		DELIVERY DATE 07/12/10	DELIVERY MILES 9
	VEHICLE I.D. NO. 1 F T F W 1 E V X A K [redacted]		SELLING DEALER NO. 8769	PRODUCTION DATE
[redacted]	F. T. E. NO.	P. O. NO.	R. O. DATE 09/15/11	
	COMMENTS			MO: 12323

LABOR----------
J# 4+66FOZGBKSYS BRAKE SYS OK TECH(S):177979 INTERNAL
A COMPLIMENTARY SERVICE PERFORMED BY HEALEY F/L/M
BRAKE SYSTEM CHECKS OK AT THIS TIME

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------
J# 5+66FOZGTIRE TIRE(S) OK TECH(S):177979 INTERNAL
A COMPLIMENTARY SERVICE PERFORMED BY HEALEY F/L/M
TIRE TREAD AND WEAR IS OK AT THIS TIME

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

COMMENTS----------
DROP OFF WED. NIGHT

TOTALS----------

[ ] CASH [ ] CHECK NO [ ]
[ ] VISA [ ] MASTERCARD
[ ] AMERICAN EXPRESS [ ] OTHER

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL [illegible]	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

****
* Welcome to Healey Ford *
* "Thank you" for the opportunity to impress you today. *
* We would appreciate hearing about your experience and *
* encourage you to email or call *
* YourComments@HealeyBrothers.com 845-291-1998 *
* Have a great day *
* Chic Doviak, Service Manager *
* Bryan Gingold, Parts and Service Director *

CUSTOMER SIGNATURE

********** D U P L I C A T E I N V O I C E **********

DID YOU SAVE up to 35%

on your routine 5000-mile service?

You can, when you purchase the Healey Brothers Maintenance Plan

Ask Our Service Team Today For Details

Consider the Value:

- Lock in your maintenance costs based on today's cost of oil and service

Includes five routine 5000-mile services

- Change Engine Oil and Filter
- Rotate Tires
- Check Fluids and Adjust Tire Pressure
- Lubricate Hinges and Latches
- Install BG Engine Protection Additive
- Multi-Point Vehicle Inspection
- Roadside Assistance Plan
- Free Car Wash

PAGE 2 OF 2 CUSTOMER COPY [END OF INVOICE] 02:34pm

The Reynolds and Reynolds Company ERAINTINVE CC648871 Q (03/11)

PE13-003 000321LCPV

Index No.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Seth Chesney,

Plaintiff,

against

Ford Motor Company,

Defendant.

SUMMONS AND VERIFIED COMPLAINT

Fred Davis, Esquire
Kimmel & Silverman, P.C.
1001 Avenue of the Americas
12th Floor
New York, NY 10018
1-800-536-6652 ext. 110

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed documents are not frivolous.

DATED:

FRED DAVIS, ESQUIRE

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
9/21/2011	[redacted]	1FTFW1EVXAK[redacted]	2010 F-SERIES	01
CLOSED	PROD/COMP DUR/PERF - VEHICLE CHARACTERISTIC	1272632171		
8/5/2011	[redacted]	1FTFW1EVXAK[redacted]	2010 F-SERIES	01
CLOSED	CORRESPONDENCE - CORRESPONDENCE	1272632171		

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTFW1EVXAK[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 1272632171
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-07-12
Symptom Desc: LOSS OF POWER ACCELERATION **Primary Phone:** [redacted]
Reason Desc: PROD/COMP DUR/PERF - VEHICLE CHARACTERISTIC **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: SUPPORT DEALER'S POSITION
Dealer: 04352 HEALEY FORD LINCOLN, LLC **Origin Desc:** US CONCERN CASE BASE
Odometer: 12000 MI **Comm Type:** PHONE
Analyst Name: STEPHENS, NIKITA **Analyst:** NSTEPH22
Action Date: 09/21/2011 **Action Time:** 12.37.30.147 **Action Data:** No

Comments CUSTOMER SAID: -CUST HAVING ISSUES WITH VEH -CUST VEH AT DLR FOR FORTH TIME-CUST VEH IS HAVING LOSS OF POWER AND VEH HICCUPS-CUST VEH IS SHAKING WHILE ACCELERATING-CUST VEH IS HAVING UNEVEN SHIFTING-CUST VEH AT DLR -DLR ADV CUST THAT VEH IS OPERATING NORMALLY-DLR AT DLR FOR A WEEK-CUST SAID WILL FILE LEMON LAWDEALER SAID: HEALEY FORD LINCOLN2528 RT 17MGOSHEN NY 10924(877) 697-7657-S/A STUART-S/M BRIANCRC ADVISED: ACCORDING TO YOUR DEALERSHIP'S ASSESSMENT, YOUR VEHICLE IS OPERATING WITHIN FORD SPECIFICATIONS. YOUR LOCAL FORD/LINCOLN DEALERSHIP HAS FACTORY-TRAINED TECHNICIANS, THE MOST CURRENT ENGINEERING SERVICE INFORMATION, AND THE SPECIALIZED EQUIPMENT REQUIRED TO RESOLVE YOUR VEHICLE CONCERNS. WE CONCUR WITH THE DEALERSHIP ASSESSMENT. IF YOU REQUIRE FURTHER EXPLANATION OR THE CONDITION CHANGES, PLEASE SPEAK WITH YOUR SERVICE MANAGER.***ADV CUST***-ADV CUST OF OBC TO DLR -SPOKE WITH STUART--DLR ADV CUST HAS REPEATEDLY COME IN WITH SAME ISSUE-DLR ADV UNABLE TO DUPLICATE-DLR ADV CUST TO WARM ENGINE BEFORE DRIVING-DLR ADV FIELD SERVICE ENGINEER CAME OUT AND DROVE VEH AND RAN ALL TEST ON VEH AND DETERMINED THAT VHE IS OPERATING WITHIN FORD SPECS-DLR ADV IT WAS FOUND BY FIELD SERVICE ENGINEER THAT NO RELATED FAULTS AND VEH IS OPERATING AS DESIGNED-DLR ADV DOES NOT HAVE FULL POWER UNTIL WARMED UP

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTFW1EVXAK[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 1272632171
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-07-12
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: CORRESPONDENCE - CORRESPONDENCE **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CALL THE CRC TO DISCUSS THIS MATTER
Dealer: **Origin Desc:** MANUAL - CORRESPONDENCE CSR
Odometer: 9840 MI **Comm Type:** SURVEY
Analyst Name: WILLIS, CHRISTOPHER **Analyst:** CWILL647
Action Date: 08/05/2011 **Action Time:** 07.34.22.189 **Action Data:** No

Comments CUSTOMER SAID: ONLINE SERVICE SURVEY FOR 7-11-2011; VERY DISSATISF W/ SERVICE FOR THE VEH TRANSMISSION ISSUE; SAYS THERE'S A DEAD SPOT IN THE GAS PEDAL ON ACCELERATION/ POWER LOSS AND SHIFTING ISSUES, AND NO WORD FROM THE DLRSHP RE: BRINGING VEH BACK IN FOR A FORD REP TO CHECK ON 7-25-2011 AS STATED. WILL LITIGATE IF NO WORD FROM FMC RIGHT AWAY.DEALER SAID: HEALEY FORD LINCOLN, LLC SELLING DEALERS P & A CODE: 04352 SELLING DEALERS SALES CODE: F13507 SELLING DEALERS MAIN PHONE: 845-291-1998CRC ADVISED: CALL THE CRC TO DISCUSS THIS MATTER (DUE TO EARLY HOUR)*NEXT REP: ACKNOWLEDGE FMC RECEIPT OF CUST SURVEY/ COMMENTS, AND VERIFY IF VEH ISSUES ARE CURRENT; IF SO, DOCUMENT AND HANDLE ACCORDINGLY.

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Rpt. Analysis Home | Report Mgmt Primary | Report Mgmt Query | Report Mgmt | Indicator Summary | Help | Exit

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details Attachments: 1

Report# :	AKECU008 NHL			**Received:**	11/05/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1EVXAK[redacted]			**Build Date:**	03/08/2010
Odometer :	5,942 M	**Engine:**	5.4L 3V FF	**Calibration:**	AF615R0A
Transmission:	6R80E	**Axle:**	3800F3.73L	**A/C:**	YES
Dealer:	USA 04352 Healey Ford Lincoln, LLC			**Phone#:**	(845) 291-1998
City:	Goshen	**State:**	New York	**Country :**	USA

Originator: STEVEN TARKO

Symptom: 5 57 2 02 DRV PERF,HESITATES/STUM,ACCEL,ALWAYS

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: HESITATION 30-40MPH

Fix: **Causal Component :** CUSTOMER EXPECTATIONS -- -????

Condition Code:

Hotliner: CGAMMON **Phone:** 000 317-9281 **Regn Cd:** N1 New York

Engineering: **Phone:** **TAR:** CLD

Dlr Contact: STEVEN TARKO **Phone:** 000 000-0000 **Title Cde:** T

PE13-003 000326LCPV

KOEO:
KOEC:
KOER:

Comments:

REPAIR 11/05/2010 12:28PM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER STATES VEHICLE HESITATES WHEN ACCELERATING @ 30-40 MPH TECH PERFORMED ROAD TEST & CONFIRMED APPROXIMATE DELAY @2-3 SECONDS BEFORE VEHICLE KICKED IN,TECH TEST DROVE BRAND NEW VEHICLE WITH SAME ENGINE ,TRANS,YEAR-SAME HESITATION CUSTOMER STATED HE WOULD LIKE ME TO MENTION ABOUT NUMEROUS OTHER CUSTOMERS WHO HAVE ALSO COMPLAINED , WITH NO RESOLVE,ABOUT THE SAME ISSUE DIAGNOSTICS: ROAD TEST,CHECK FOR TSBS & SSMS PARTS REPLACED:: NONE TECH QUESTION: ANY NEW FLASHES,TSB OR SSM AVAILABLE,ANY OTHER DIAGNOSTIC PROCEDURES WE CAN TRY TO RESOLVE THIS ISSUE PLEASE LIST ANY PERTINENT PID DATA WHAT IS THE MEASURED MECHANICAL FUEL PRESSURE?

RECOMM 11/05/2010 12:28PM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE
STEVEN, IF THIS IS A COLD ONLY SYMPTOM SEE HREF='HTTP://WWW.VREP.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SSM/SSM.ASP?SSM=21176' TARGET='_BLANK'>SSM 21176. THERE ARE NO OTHER KNOWN CONCERNS AT THIS TIME. DUE TO MULTIPLE VEHICLES WITH THE SAME CONCERN, THIS IS LIKELY A NORMAL CHARACTERISTIC AT THIS TIME. I HAVE NO INFORMATION ON CALIBRATION UPDATES CURRENTLY. REPORT #: AGFD4008 WALT, RECOMMEND TO REFER TO

REPAIR 11/23/2010 03:24PM ALEC MCENTEE MSS - FCSD - TECH SVC HOTLINE
TECH'S QUESTION: ANY PREVIOUS REPORTS NONE CONCERNS? IT HAS COME TO MY ATTENTION THAT THIS CONCERN HAS BEEN REPORTED TO US BY OTHER CUSTOMERS AT THIS DEALER. DESCRIPTION OF VEHICLE CONCERN: HESITATION ON ACCEL LAG IN THROTTLE RESPONDING DIAGNOSTICS ALREADY COMPLETED: SELF TEST NO DTCS CHECKED OASIS FOUND SSM 21351 DOES NOT APPEAR TO BE THE CONCERN. PARTS REPLACED: NONE CHECK FOR EPAS

DATA WHAT IS BARO PID READING? WHAT IS THE MEASURED MECHANICAL FUEL PRESSURE?

RECOMM **11/23/2010 03:24PM ALEC MCENTEE MSS - FCSD - TECH SVC HOTLINE**
DOUGLAS, RECOMMEND TO INSPECT THAT THE AIR FILTER IS STOCK, CLEAN, AND SEALED CORRECTLY. INSPECT THE MAF SENSOR FOR CONTAMINATED. PERFORM A FUEL QUALITY TEST AND COMPARE THE TEST RESULTS TO THE FLEX FUEL(FF) PIDS. INSPECT THE OIL LEVEL AND QUALITY. INSPECT THE SPARK PLUGS FOR CONTAMINATION. DOCUMENT IF THE VEHICLE IS EQUIPPED WITH ANY AFTERMARKET COMPONENTS. DUPLICATE THE CONCERN WHILE MONITORING RPM ACTUAL VS DESIRED, MAFV, BARO, VSS, LOAD%, TP1, TP2, APP1, APP2, APP3, BOO, FUEL TRIMS(SHORT/LONG), 02S, MANUAL FUEL PRESSURE, IAT, CHT, VCT(ERR, DC, ADV), AND TORQUE CONVERTER PIDS.

AUDIT **11/23/2010 03:24PM ALEC MCENTEE MSS - FCSD - TECH SVC HOTLINE**
ODOMETER 5656 M CHANGED TO 5942 M BY AMCENTEE

AUDIT **07/02/2011 11:00AM**
SYMPTOM 6 11 5 93 CHANGED TO 5 57 2 02 BY CS012093

ADD-ON **09/20/2011 08:58AM KEVIN KRAWCZYK(FSE) MSS - FCSD - REG - NEW YORK**
CUSTOMER HAS BEEN TO DEALER SEVERAL TIMES WITH NO PROBLEM FOUND. CUSTOMER STATES THAT THEY WANT TO GO LEMON LAW. DEALER LOOKING FOR HELP FROM FSE. FSE OPENING TAR TO DO A INSPECTION REPORT FOR DEALERSHIP.

AUDIT **09/20/2011 08:58AM KEVIN KRAWCZYK(FSE) MSS - FCSD - REG - NEW YORK**
TECH ASSIST REFERRAL HAS BEEN OPENED

ADD-ON **09/20/2011 09:04AM KEVIN KRAWCZYK(FSE) MSS - FCSD - REG - NEW YORK**
INSPECTED VEHICLE. INSTALLED THE FORD INTEGRATED DIAGNOSTIC SYSTEM (IDS) TOOL ONTO THE VEHICLE. RAN A SELF TEST OF ALL MODULES ON THE VEHICLE. NO DIAGNOSTIC TROUBLE CODES PRESENT IN ANY OF THE POWERTRAIN RELATED MODULES. TWO DIAGNOSTIC TROUBLE CODES PRESENT IN THE AUDIO CONTROL MODULE. CHECKED POWERTRAIN MODE 6 DATA. MODE 6 DATA SHOWED NO ENGINE MISFIRES OR EMISSIONS RELATED FAULTS. FIELD SERVICE ENGINEER NEXT STARTED VEHICLE, WHILE TECHNICIAN MONITORED ENGINE POWER BALANCE TEST. OUTSIDE TEMPERATURE WAS 64 DEGREES AND ENGINE WAS COLD FROM

PE13-003 000328LCPV

SITTING OVERNIGHT. PROCEEDED TO IMMEDIATELY DRIVE VEHICLE. FROM DEALERSHIP FIELD SERVICE ENGINEER PROCEEDED TO DRIVE VEHICLE ON ROUTE 17M. NO MISFIRES WERE IDENTIFIED DURING THIS TEST DRIVE. FIELD SERVICE ENGINEER PROCEEDED TO DRIVE VEHICLE FOR APPROXIMATELY 20 MILES, TRYING TO REPLICATE CUSTOMER'S CONCERN. AFTER MONITORING AND REVIEWING ALL TESTS, AND AFTER THE TEST DRIVE, FIELD SERVICE ENGINEER WAS NOT ABLE TO DUPLICATE CUSTOMER'S CONCERN. FORD FIELD SERVICE ENGINEER WAS UNABLE TO REPLICATE THE CUSTOMER'S CONCERN, OR FIND ANY PROBLEM WITH THE VEHICLE RELATED TO THE CUSTOMER'S CONCERN. HOWEVER, CUSTOMER MAY BE EXPERIENCING A CONDITION THAT IS OUTLINED IN FORD SPECIAL SERVICE MESSAGE 21450. THAT MESSAGE STATES: "SOME CUSTOMERS WITH 2009-2010 EXPEDITION, NAVIGATOR, F-150 5.4L 3V ENGINE ONLY MAY COMPLAIN OF PERCEIVED ROUGH RUNNING AND/OR LACK OF POWER CONDITION ONLY DURING HARD ACCELERATION IMMEDIATELY FOLLOWING INITIAL COLD ENGINE START. THIS IS A NORMAL OPERATING CHARACTERISTIC DESIGNED TO HELP PROTECT THE ENGINE DURING WARM UP. THIS CONDITION WILL SUBSIDE WHEN ENGINE OPERATING TEMPERATURE(EOT) REACHES APPROXIMATELY 150F(66C). THIS CONDITION HAS NO NEGATIVE EFFECTS ON ENGINE DURABILITY. DO NOT ATTEMPT REPAIRS TO CORRECT THIS NORMAL CONDITION." INSPECTION REPORT FOR DEALERSHIP IS ATTACHED.

ADD-ON **09/23/2011 08:31AM KEVIN KRAWCZYK(FSE) MSS - FCSD - REG - NEW YORK**
CUSTOMER HAS VEHICLE. CLOSING TAR.

Download Options

AUDIT **09/23/2011 08:31AM KEVIN KRAWCZYK(FSE) MSS - FCSD - REG - NEW YORK**
TECH ASSIST REFERRAL HAS BEEN CLOSED

Folder Number: File Report To This Folder File Report To A Folder

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Requester: RHERRO11
Report Summary
Server: ECCWS686

Ford Proprietary, Private

23-Feb-2012
Retention: None

Rpt. Analysis Home | Report Mgmt Primary | Report Mgmt Query | Report Mgmt | Indicator Summary | Help | Exit

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	BGMCF014 NHL			**Received:**	07/13/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1EVXAK[redacted]			**Build Date:**	03/08/2010
Odometer :	9,840 M	**Engine:**	5.4L 3V FF	**Calibration:**	AF615R0A
Transmission:	6R80E	**Axle:**	3800F3.73L	**A/C:**	YES
Dealer:	USA 04352 Healey Ford Lincoln, LLC			**Phone#:**	(845) 291-1998
City:	Goshen	**State:**	New York	**Country :**	USA

Originator: DOUGLAS HOLM

Symptom: 4 42 8 00 ST/RN/MV,MOVING,DOWNSHIFT QUAL ,UNKNOWN

Status:

VFG: V48 GOOD AUTOMATIC TRANSMISSION

Additional Symptom: SHIFT/BUMP ON LOW SPEED

Fix: **Causal Component :**

Condition Code:

Hotliner: PMASHAMI **Phone:** **Regn Cd:** N1 New York

Engineering: **Phone:** **TAR:**

Dlr Contact: DOUGLAS HOLM **Phone:** 000 000-0000 **Title Cde:** T

KOEO:
KOEC:
KOER:

Comments:

REPAIR 07/13/2011 03:42PM PMASHAMI
WEB FORM DATA - CONCERN: SHIFT / BUMP ON LOW SPEEDS DIAGNOSTICS: SELF TEST NO DTCS PARTS REPLACED:: NONE TECH QUESTION: I READ SSM 21470 I ALSO NOTICED A NEW TCM / PCM UPDATE IN AVAIL SHOULD I ALSO REPROGRAMM AS WELL? DO YOU HAVE KNOWN ISSUES THAT A NEW PROGRAMM RESOLVES?

RECOMM 07/13/2011 03:42PM PMASHAMI
DOUGLAS, THERE HAVE BEEN INSTANCES WHERE REPROGRAMMING THE TCM HAS HELPED DECREASE THE HARSH SHIFT FEEL. YOU CAN ATTEMPT TO CORRECT THE CONCERN DESCRIBED USING HREF='HTTP://WWW.VREP.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SSM/SSM.ASP?SSM=21470' TARGET='_BLANK'>SSM 21470 TO ADDRESS THIS CONDITION. ALSO KEEP IN MIND THAT THE CONCERN YOU DESCRIBED MAY BE A CHARACTERISTIC OF THE TRANSMISSION. HARSH SHIFTS CAN BE CONSIDERED CHARACTERISTIC IN SOME OF OUR NEWER VEHICLES WHEN THE RIGHT CONDITIONS ARE PRESENT. TRANSMISSIONS LIKE THE 6R80 USED IN THIS TRUCK HAVE A VERY HIGH LEVEL OF ADAPTABILITY, SHIFT TIMING AND INTENSITY CAN BE ADJUSTED QUICKLY IN RESPONSE TO DRIVER INPUTS BUT IT CAN ALSO BE LEARNED BASED ON REPEAT DRIVER INPUTS. THERE IS A REFERENCE IN THE VEHICLE OWNER GUIDE, UNDER DRIVING AND AUTOMATIC TRANSMISSION. THE LEARNED BEHAVIOR IS TYPICALLY WHAT LEADS TO UNWANTED HARSH SHIFTS. CERTAIN TYPES OF DRIVING CAN TEACH THE TRANSMISSION TO COMMAND HIGHER PRESSURE IN ANTICIPATION OF A HIGH LOAD OR SUDDEN LOAD CHANGE, SOME OF THE MOST COMMON DRIVING INPUTS TO CAUSE THIS ARE STOP AND GO DRIVING, PULLING A TRAILER, QUICK STOPS FOLLOWED BY HEAVY ACCELERATION AND ROLLING STOPS. THESE SCENARIOS CREATE A COMPLETE LACK OF LOAD ON COAST DOWN OR BRAKING FOLLOWED BY A SUDDEN HIGH LOAD DOWNSHIFT AS THE

VEHICLE ACCELERATES, ONCE THE TCM LEARNS THIS BEHAVIOR IT CAN SHIFT HARD EVEN ON A GENTLE ACCEL OR LOW LOAD ACCEL FROM A STOP. THIS IS NOT AN INDICATION OF FAILURE; THE FIRM SHIFTS ARE ACTUALLY A SELF PRESERVATION MEASURE TO PREVENT SLIPPAGE AND PREMATURE WEAR. IF YOU CLEAR THE VEHICLE KAM AND ADAPTIVE SHIFT STRATEGIES AND THE CONCERN IS GONE FOR A FEW HUNDRED MILES, THE SHIFTS ARE LEARNED AND NO REPAIR IS AVAILABLE. YOU CAN ADVISE THE CUSTOMER ON THE TYPES OF DRIVING THAT LEAD TO THIS AND ASSURE THEM THAT NO DAMAGE IS BEING DONE TO THE TRANSMISSION.

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Requester: RHERRO11
Report Summary
Server: ECCWS686

Ford Proprietary, Private

23-Feb-2012
Retention: None

PE13-003 000332LCPV

[redacted]

[redacted]

CT Corporation

Service of Process Transmittal

10/03/2011
CT Log Number 519256421

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

RE: **Process Served in Pennsylvania**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Letter, Attachment(s), Cover Sheet, Notice to Defend, Complaint, Verification, Exhibit
COURT/AGENCY:	Allegheny County - Court of Common Pleas, PA Case # AR11006884
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Failure to repair and/or correct defects on a 2010 Ford Edge, VIN 2FMDK4JC9A[redacted]
ON WHOM PROCESS WAS SERVED:	CT Corporation System, Harrisburg, PA
DATE AND HOUR OF SERVICE:	By Certified Mail on 10/03/2011 postmarked on 09/29/2011
JURISDICTION SERVED :	Pennsylvania
APPEARANCE OR ANSWER DUE:	Within 20 days
ATTORNEY(S) / SENDER(S):	David J. Gorberg David J. Gorberg & Associates, P.C. 32 Parking Plaza Suite 700 Ardmore, PA 19003 215-665-7660
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 797590176078 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	CT Corporation System Sabra Dudding 116 Pine Street 3rd Floor, Suite 320 Harrisburg, PA 17101 717-234-6004

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

DAVID J. GORBERG & ASSOCIATES, P.C.

32 PARKING PLAZA
SUITE 700
ARDMORE, PA 19003

1-800-MY-LEMON
1-800-695-3666

215-665-7660
FAX 215-563-8738

www.MyLemon.com

DAVID J. GORBERG†
LAURA L. APPLEGATE
COURTNEY L. SOFIA*
EDWARD B. FEINER*

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NEW JERSEY OFFICE
208 KINGS HIGHWAY SOUTH
CHERRY HILL, NJ 08034
(856) 354-2119

PITTSBURGH OFFICE
1900 ALLEGHENY BLDG.
429 FORBES AVENUE
PITTSBURGH, PA 15219
412-894-9970
FAX 412-894-9983

September 29, 2011

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

RE: [redacted] **vs. Ford**
Docket No. AR-11-006884

Dear Sir/Madam:

Pursuant to the current Rules of Civil Procedure, we enclose herein the copy of the Civil Action Complaint, the original of which has been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within twenty (20) days from your receipt of this letter or a default judgment may be entered against you.

Very truly yours,

DAVID J. GORBERG

DJG/jm
Enclosure

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Marie Kahlan

From: webmaster.pro@county.allegheny.pa.us
Sent: Wednesday, September 28, 2011 12:57 PM
To: mkahlan@mylemon.com; kristy@mylemon.com; david@mylemon.com; lapplegate@mylemon.com
Cc: promail@county.allegheny.pa.us
Subject: Filing Confirmation CaseID :TMP193631

The following electronic filings have been received by the Allegheny County Civil/Family Division. Please have this information available to check the status of these filings, or if you wish to submit exhibits by mail or fax.

Case nbr:TMP193631
Description:Christian vs Ford Motor Company
Docket Type:Complaint
Docket Number:1
Docket Date:09/28/2011
Docket Time:12:58:13
Status:Pending
Client ID:
Company ID:GORBERG
Sheriff's Amount:$0.00
Civil/Family Division's Amount:$139.50
Total Amount:$139.50
Files received:
G:\DOCS 11\Christian, Rebecca - pa\SCANNED COMPLAINT.pdf

Your filings are being processed. Be advised this case is not officially filed until it is approved by Allegheny County Civil/Family Division. If approved, you will be notified via an electronic receipt and the official date and time of filing will be the date and time listed above At that time, your draw down account will be debited. In the event that this filing is not approved, your account will not be debited.
Thank you for using the Civil/Family Division Electronic Filing and Retrieval System.

Marie Kahlan

From: webmaster.pro@county.allegheny.pa.us
Sent: Wednesday, September 28, 2011 1:17 PM
To: mkahlan@mylemon.com; kristy@mylemon.com; david@mylemon.com; lapplegate@mylemon.com
Cc: promail@county.allegheny.pa.us
Subject: Dockets approved confirmation CaseID :AR-11-006884

9/28/2011 Please be advised that the following case has been accepted by the Allegheny County Civil/Family Division. Temporary case number:TMP193631
Permanent case number:AR-11-006884
Description:Christian vs Ford Motor Company
Status:Approved. Docket details are as follows:
Case ID:AR-11-006884 Docket Type:COMPL
Sequence nbr:1
Amount:$139.50
Client ID:
Company ID:GORBERG.
Filing Date:9/28/2011 Filing Time:12:57:58.

Marie Kahlan

From: webmaster.pro@county.allegheny.pa.us
Sent: Wednesday, September 28, 2011 1:18 PM
To: mkahlan@mylemon.com; kristy@mylemon.com; david@mylemon.com; lapplegate@mylemon.com
Cc: promail@county.allegheny.pa.us
Subject: Scheduled Event Notification :AR-11-006884

A hearing has been scheduled for Case Number 'AR-11-006884'
at Allegheny County Court House on 12/06/2011 at 09:00:00 in room no. CH523

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

COVER SHEET

Plaintiff(s)

REBECCA CHRISTIAN
915 8th Avenue
Elizabeth, PA 15037

Vs

Defendant(s)

FORD MOTOR COMPANY
C/O CT Corporation
116 Pine Street Suite 320
Harrisburg, PA 17101

Case Number : [ ] - [ ] - [ ]

Type of pleading :

COMPLAINT

Code and Classification : 010

Filed on behalf of

REBECCA CHRISTIAN

(Name of the filing party)

[X] Counsel of Record

[ ] Individual, If Pro Se

Name, Address and Telephone Number :
DAVID J. GORBERG
1900 ALLEGHENY BLDG
429 FORBES STREET
PITTSBURGH PA 15219
412-894-9970

Attorney's State ID : 53084

Attorney's Firm ID :

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION-ARBITRATION DOCKET 10/03

REBECCA CHRISTIAN
PLAINTIFF

VS.

FORD MOTOR COMPANY
DEFENDANT

ARBITRATION DOCKET

NO. _____ - _____ - _____

HEARING DATE: _____
Room 523 5th Floor Courthouse
9:00 A.M.

NOTICE TO DEFEND

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

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

LAWYER REFERRAL SERVICE, The Allegheny County Bar Association, 920 City-County Building
414 Grant Street, Pittsburgh, PA 15219 TELEPHONE 412-261-5555

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Room 523 of the Allegheny County Courthouse, 436 Grant Street, Pittsburgh, Pennsylvania, on _____ at 9:00A.M. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

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

NOTICE: **YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGEMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING.**
IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG
Identification No.: 53084
1900 Allegheny Building
429 Forbes Street
Pittsburgh, PA 15219
412-894-9970

Attorney for Plaintiff

Rebecca Christian
915 8th Avenue
Elizabeth, PA 15037

COURT OF COMMON PLEAS

vs.

ALLEGHENY COUNTY

Ford Motor Company
C/O CT CORPORATION
116 PINE STREET
SUITE 302
HARRISBURGH PA 17101

COMPLAINT

1. Plaintiff, Rebecca Christian, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing 915 8th Avenue, Elizabeth, PA 15037

2. Defendant, Ford Motor Company is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania and can be served c/o CT Corporation, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about November 30, 2009, Plaintiff purchased a new 2010 Ford Edge (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 2FMDK4JC9ABA62231. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled $34,300.00.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about November 30, 2009, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of but was not limited to defective transmission. Copies of repair receipts are attached hereto and marked as Exhibit "A".

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

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for

the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

20. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

21. Plaintiff uses the subject product for personal, family and household purposes.

22. By the terms of the express written warranties referred to in this Complaint,

Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

23. Defendant failed to make effective repairs.

24. 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.

25. Section 15 U.S.C. §2310 (d) (1) 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.

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT II
UNIFORM COMMERCIAL CODE

27. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

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

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

29. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

30. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

34. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

35. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(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.

36. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

37. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY:_____
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, after having read the attached pleading verifies that the within Civil Action Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that he has read the within Civil Action Complaint and that they are true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the Civil Action Complaint are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X _____
DAVID J. GORBERG

Date: _____

Detach Here 1 of 1 Detach Here

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: NOV 30, 2011 **VALID: 09/30/10**

PLATE: [redacted]
TITLE: [redacted]CH
VIN: 2FMDK4JC9AB[redacted]
YR/MAKE: 2010 FORD
TYPE: SW
VID: 10273 3902 121425-001

[redacted]

I hereby acknowledge this day that I have received notice of the provisions of Section 3705 of the Vehicle Code.

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: ALLEGHENY

[redacted]
ELIZABETH PA
[redacted]

Ford
TRI-STAR
4201 WALNUT STREET
McKEESPORT, PA 15132
Phone: (412) 751-2136
Fax: (412) 751-1736

PURCHASER'S NAME [redacted] DATE

PURCHASER'S ADDRESS [redacted] PHONE [redacted]

CITY, STATE & ZIP PITTSBURGH, PA [redacted] SOC. SEC. NUMBER [redacted]

VEHICLE BEING PURCHASED		PRICE OF VEHICLE	
PLEASE ENTER MY ORDER FOR THE FOLLOWING [redacted]	STOCK NO. [redacted]	[illegible] PROTECTION	[illegible]
		PROGRAM REBATE (if applies)	[illegible]
YEAR [illegible] [redacted]		[illegible]	[illegible]
MODEL OR SERIES [illegible] BODY TYPE		TRICOAT FULL PACK [illegible]	
COLOR [illegible] TRIM			
SERIAL NO. 2FMDA[illegible] [redacted]			
MILEAGE [illegible] SALESMAN [illegible]		[illegible]	
USED VEHICLE TRADED-IN AND/OR OTHER CREDIT		WARRANTED BY _____ ADT FORD	
YEAR MAKE	STOCK NO.	CASH PRICE OF VEHICLE & ACCESSORIES	[illegible]
MODEL OR SERIES BODY TYPE		USED TRADE-IN ALLOWANCE	N/A
COLOR TRIM		TAXABLE TOTAL	[illegible]
MILEAGE		STATE AND LOCAL TAXES	[illegible]
VIN		LICENSE	[illegible]
BALANCE OWED TO:		TITLE	[illegible]
PAYOFF AMOUNT		TRANSFER	
INSURANCE INFORMATION		ENCUMBRANCE	[illegible]
INSURANCE CO. STATE FARM MUTUAL INS CO / [illegible]		DOCUMENTARY FEE	[illegible]
POLICY NUMBER [redacted]		NOTARY FEE	[illegible]
AGENT & NAME		PA TIRE TAX	[illegible]
PHONE NUMBER [illegible]		[illegible] REG FEE	[illegible]
[redacted]			
WARRANTY INFORMATION		TRADE PAYOFF	
☐ DISCLAIMER OF WARRANTIES		DOWN PAYMENT	1157.[illegible]
		UNPAID BALANCE	[illegible]

I UNDERSTAND THAT YOU (THE DEALER) EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT YOU NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR YOU ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE, EXCEPT AS OTHERWISE PROVIDED IN WRITING BY YOU IN AN ATTACHMENT TO THIS CONTRACT OR IN A DOCUMENT DELIVERED TO ME WHEN THE VEHICLE IS DELIVERED.

☐ "AS IS"

THE MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESS OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

Federal regulations require the odometer mileage to be stated upon transfer of ownership. An inaccurate statement may make the transferor liable for damages to the transferee, pursuant to section [illegible] of the Motor Vehicle Information and Cost Savings Act of 1972, Public Law 92-513.

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of agreement relating to the subject matters covered hereby; and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order certifies he is of [illegible] and [illegible] that he has read its terms and conditions and has received a [illegible] of this Order.

PURCHASER SIGNATURE [redacted]

ADDRESS

PER

RETAIL ORDER FOR A MOTOR VEHICLE

Ford Credit

www.fordcredit.com

[redacted]

ELIZABETH ALLEGHENY PA [redacted]

TRI STAR FORD MCKEESPORT
4201 WALNUT STREET
MCKEESPORT, PA 15132

The Buyer (and Co-Buyer, if any) is referred to as "you" or "your." [redacted]ler/Creditor is referred to as "we," "us" or "Seller." You, may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
[illegible]	4	2010 FORD	EDGE	[illegible] [redacted]	☐ Personal ☐ Agricultural ☐ Commercial

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price ..... $[illegible] (1)
2. Down Payment
   - Third Party Rebate Assigned to Seller ..... $ 750.00
   - Cash Down Payment ..... $ 1157.[illegible]
   - Trade-In _____ Year and Make $ N/A Gross Allowance $ N/A Amount Owing $ N/A
   - Total Down Payment ..... $ [illegible] (2)
3. Unpaid Balance of Cash Price (1 minus 2) ..... $[illegible] (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
   - To Public Officials
     - (i) for license ($ N/A), title ($ [illegible]), & registration ($ [illegible]), fees $ [illegible] ;
     - (ii) for filling fees $ 5.00 ;
     - (iii) for taxes (not in Cash Price) $ [illegible] $ [illegible]
   - To Insurance Companies for:
     - Credit Life Insurance (for term of contract) ..... $ N/A
     - Credit Disability Insurance (for term of contract) ..... $ N/A
     - _____ (Term ____ Months) ..... $ N/A
     - DEALER FOR NOT FEE (Term N/A Months) ..... $ 7.00
     - To _____ for _____ $ N/A
     - To _____ for _____ $ N/A
     - To TRI STAR FORD INC for DOC FEE $ 100.00
     - To EASY CARE for GAP PROTECTION $ 500.00
     - To DEALER/PA DOR for ONLINE DLR / REG FEES $ 15.[illegible]
     - To _____ for _____ $ N/A
     - To _____ for _____ $ N/A
     - To _____ for _____ $ N/A
     - To _____ for _____ $ N/A
   - Total ..... $ 3118.41 (4)
5. Amount Financed (3 plus 4) ..... $[illegible] (5)

INSURANCE

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

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

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

Credit
☐ Life _____ Insurance Company
$ N/A _____ Premium Insured(s)
You want Credit Life Insurance.

_____ Buyer Signs

_____ Co-Buyer Signs

Credit
☐ Disability _____ Insurance Company
$ N/A _____ Premium Insured(s)
You want Credit Disability Insurance.

_____ Buyer Signs

_____ Co-Buyer Signs

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid when you have made all scheduled payments	Total Sale Price The total cost of your purchase on credit, including your downpayment of $ [illegible]
[illegible] %	$[illegible]	$[illegible]	$[illegible]	$[illegible]

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due ☐ Monthly ☐ Semi-Annually ☐ Annually
[illegible]	$531.89	starting 01/14/2010
1	$531.89	[illegible]

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Security Interest: You are giving a security interest in the vehicle being [illegible].
Late Payment: You must pay a late charge on the portion of each payment received more than [illegible]

OTHER OPTIONAL INSURANCE

Coverage and Insurance Company	Premium and Term in Months
EASY CARE GAP	$ 500.00
By _____	72
_____	$ _____
By _____	_____

[redacted]

[redacted] as both parts and goods put on your vehicle and money or goods received for your vehicle.

X [redacted]
Co-Buyer Signs

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

BALLOON CONTRACT PROVISIONS

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

EXCESS WEAR, USE AND MILEAGE CHARGES

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

EXTRA MILEAGE OPTION CREDIT

If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Seller under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, You will receive a credit of $0. _____ per unused mile for the number of unused miles between _____ and _____ miles, less any amounts You owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than $1.00.

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

Bu[redacted]
Signs

Anti-Theft Product (Optional)

☐ If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

_____ $_____ Term _____
_____ $_____ Term _____
_____ $_____ Term _____

Buyer Signs X _____

NON-MODIFICATION DISCLOSURE

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

Buyer [redacted]
Signs Signs

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

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

NOTICE TO BUYER

Do not sign this contract in blank. You are entitled to an exact copy of the contract that you sign. Keep it to protect your legal rights.

Buyer Signs [redacted]

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Buy[redacted]
Signs

Seller TRI STAR FORD HOMESPORT **By** X _____ **Title** BUSINESS MANAGER

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

ASSIGNMENT

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to _____ 800-727-7000 _____ **("Assignee").**
To contact Assignee about this contract, call _____, **or visit their website at**

CUSTOMER #: 3039944
UNIT# 10PK336

[redacted]

PITCAIRN, PA [redacted]

[redacted]

55247

INVOICE

PAGE 1

TRI STAR
TRI STAR FORD McKEESPORT, INC.
4201 WALNUT ST.
McKEESPORT, PA 15132
(412) 751-2130 FAX (412) 751-3712
www.tristarmotors.com

SERVICE ADVISOR: 711 MARK MAJORS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	10	FORD EDGE	2FMDK4JC9AB[redacted]		26944/26950	T816

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
30NOV09 DD		30NOV2012	30JUN11		0.00	CASH	30JUN11

R.O. OPENED	READY	OPTIONS:
29JUN11	30JUN11	STK:10PK336 DLR:07480

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES JERKING WHEN PULLING OUT, AND WHEN ACCELERATING ALSO JERKS

NPF NO PROBLEM FOUND
351 LYTLE,ALBERT LIC#: 3422
CP 0.00 0.00

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

ROAD TEST, NOT ABLE TO DUPLICATE CONCERN,IDS TEST-ALL PASS CODES,CHECK OASIS TSB 10-22-4 RELATES TO CONCERN, PERFORMED PROCEDURE AS PER TSB,CHECKED PTU,PASSED TEST,NO PROBLEM FOUND AT THIS TIME

****

B COMPLETE MULTI-POINT INSPECTION REPORT CARD

Q99P COMPLETE MULTI-POINT INSPECTION REPORT CARD
351 LYTLE,ALBERT LIC#: 3422
CP 0.00 0.00

GBATT BATTERY GOOD
351 LYTLE,ALBERT LIC#: 3422
CP 0.00 0.00

YTIRE TIRES ARE FAIR - UNDER 7/32 OF TREAD DEPTH ON MOST WARN TIRE - INSPECT AGAIN DURING NEXT SCHEDULED MAINTENANCE VISIT.
351 LYTLE,ALBERT LIC#: 3422
CP 0.00 0.00

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

****

C DROP OFF

NL NO LABOR
351 LYTLE,ALBERT LIC#: 3422
CP 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

D CUSTOMER STATES SUNROOF SLOW TO CLOSE, STOPS WHEN 6 INCHES TO STOP

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

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

CUSTOMER #: 3039944
UNIT# 10PK336

[redacted]

PITCAIRN, PA [redacted]

[redacted]

55605

INVOICE

PAGE 1

TRI STAR
TRI STAR FORD McKEESPORT, INC.
4201 WALNUT ST.
McKEESPORT, PA 15132
(412) 751-2130 FAX (412) 751-3712
www.tristarmotors.com

SERVICE ADVISOR: 48 JOANIE GROVE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	10	FORD EDGE	2FMDK4JC9AB[redacted]		28043/28043	T744

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
30NOV09 DD		30NOV2012	20JUL11		0.00	CASH	20JUL11

R.O. OPENED	READY	OPTIONS:
20JUL11	20JUL11	STK:10PK336 DLR:07480

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST WRENCH LIGHT IS ON AND SPUTTERING
SOP PARTS ORDERED TO COMPLETE REPAIR
351 LYTLE,ALBERT LIC# - 3422
CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

PERFORM IDDS TEST ALL PASS CODES CHECK MODE 6 NO WRENCH LIGHT IS ON.CHECK OASIS FOR TSB'S OR SSM.FOUND TSB 11-5-6 SSM 21430 THAT APPLIES TO CONCERN ORDER PARTS AS PER TSB 11-5-6.

****

B COMPLETE MULTI-POINT INSPECTION REPORT CARD
Q99P COMPLETE MULTI-POINT INSPECTION REPORT CARD
351 LYTLE,ALBERT LIC# - 3422
CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

****

YOU MAY RECEIVE A SURVEY FROM FORD, I ASK THA
YOU PLEASE FILL OUT AND SEND IT IN IF FOR
ANY REASON YOU ARE NOT COMPLETELY SATISFIED
PLEASE CALL YOUR SERVICE MANAGER
JOANIE GROVE AT (412) 751-2130

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

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CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: 3039944
UNIT# 10PK336

[redacted]

PITCAIRN, PA [redacted]

[redacted]

55698

INVOICE

PAGE 2

TRI STAR
TRI STAR FORD McKEESPORT, INC.
4201 WALNUT ST.
McKEESPORT, PA 15132
(412) 751-2130 FAX (412) 751-3712
www.tristarmotors.com

SERVICE ADVISOR: 125 THOMAS CALDWELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	10	FORD EDGE	2FMDK4JC9A[redacted]		28318/28332	T780

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
30NOV09 DD		30NOV2012	26JUL11		0.00	CASH	27JUL11

R.O. OPENED	READY	OPTIONS:
25JUL11	27JUL11	STK:10PK336 DLR:07480

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

C CUST TO DROP OFF MONDAY NIGHT
NL NO LABOR
99 CQ 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

D CUST STATES WRENCH LIGHT IS STILL COMING ON AND OFF
NL NO LABOR
99 CQ 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

SEE STORY ON LINE A.

****

YOU MAY RECEIVE A SURVEY FROM FORD, I ASK THA
T YOU PLEASE FILL OUT AND SEND IT IN. IF FOR
ANY REASON YOU ARE NOT COMPLETELY SATISFIED
PLEASE CALL ME, YOUR SERVICE MANAGER
JOANIE GROVE AT (412) 751-2130

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

CUSTOMER #: 3039944
UNIT# 10PK336

[redacted]

PITCAIRN [redacted]

56195

INVOICE

PAGE 1

TRI STAR
TRI STAR FORD McKEESPORT, INC.
4201 WALNUT ST.
McKEESPORT, PA 15132
(412) 751-2130 FAX (412) 751-3712
www.tristarmotors.com

SERVICE ADVISOR: 48 JOANIE GROVE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	10	FORD EDGE	2FMDK4JC9AB[redacted]		29657/29665	T328

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
30NOV09 DD		30NOV2012	23AUG11		0.00	CASH	23AUG11

R.O. OPENED	READY	OPTIONS:
22AUG11	23AUG11	STK:10PK336 DLR:07480

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST TO DROP OFF
NL NO LABOR
351 LYTLE,ALBERT LIC#: 3422
CQ 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

****

B CUST STATES VEHICLE STILL ACTS UP, WRENCH LIGHT WAS ON BEFORE AND VEHICLE WAS JERKING AT ACCELERATION
NPF NO PROBLEM FOUND
351 LYTLE,ALBERT LIC#: 3422
CQ 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

ROAD TEST NO PROBLEM FOUND [illegible] FILL, CHECK PCM ALL PASS CODES CHECK FOR CODES IN ABS CHECK FOR CODES SASM ALL PASS PINPOINT TEST NO CODES UNABLE TO [illegible]

****

C COMPLETE MULTI-POINT INSPECTION REPORT CARD
Q99P COMPLETE MULTI-POINT INSPECTION REPORT CARD
351 LYTLE,ALBERT [illegible]
CQ 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

D CUST DOES NOT NEED RENTAL
NL NO LABOR
351 LYTLE,ALBERT LIC#: 3422
CQ 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

****

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(SIGNED) DEALER GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

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CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: 3039944
UNIT# 10PK336

55605

INVOICE

PAGE 1

TRI STAR
TRI STAR FORD McKEESPORT, INC.
4201 WALNUT ST.
McKEESPORT, PA 15132
(412) 751-2130 FAX (412) 751-3712
www.tristarmotors.com

[redacted]
PITCAIRN, PA [redacted]
[redacted]

SERVICE ADVISOR: 48 JOANIE GROVE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	10	FORD EDGE	2FMDK4JC9AE[redacted]		28043/28043	T744

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO	RATE	PAYMENT	INV. DATE
30NOV09 DD		30NOV2012	20JUL11		0.00	CASH	20JUL11

R.O. OPENED	READY	OPTIONS: STK:10PK336 DLR:07480
20JUL11	20JUL11	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST WRENCH LIGHT IS ON AND SPUTTERING
SOP PARTS ORDERED TO COMPLETE REPAIR
351 LYTLE,ALBERT LIC#: 3422
CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

PERFORM IDDS TEST ALL PASS CODES.CHECK MODE 6 NO WRENCH LIGHT IS ON.CHECK OASIS FOR TSB'S OR SSM.FOUND TSB 11-5-6 SSM 21430 THAT APPLIES TO CONCERN.ORDER PARTS AS PER TSB 11-5-6.
****

B COMPLETE MULTI-POINT INSPECTION REPORT CARD
Q99P COMPLETE MULTI-POINT INSPECTION REPORT CARD
351 LYTLE,ALBERT LIC#: 3422
CP 0.00 0.00
PARTS: 0.00 LABOR: [illegible] OTHER: [illegible] TOTAL LINE B: 0.00

****
[illegible] YOU MAY RECEIVE A SURVEY FROM FORD, I ASK THA[illegible] YOU PLEASE FILL [illegible] AND SEND IT IN. IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED [illegible] YOUR SERVICE MANAGER [illegible] (412) 751-2130

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

CUSTOMER COPY

CUSTOMER #: 3039944
UNIT# 10PK336

55247

INVOICE

PAGE 1

[redacted]

PITCAIRN, PA [redacted]

[redacted]

TRI STAR
TRI STAR FORD McKEESPORT, INC.
4201 WALNUT ST.
McKEESPORT, PA 15132
(412) 751-2130 FAX (412) 751-3712
www.tristarmotors.com

SERVICE ADVISOR: 711 MARK MAJORS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	10	FORD EDGE	2FMDK4JC9AB[redacted]		26944/26950	T816

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO N[redacted]	RATE	PAYMENT	INV. DATE
30NOV09 DD		30NOV2012	30JUN11		0.00	CASH	30JUN11

R.O. OPENED	READY	OPTIONS:
29JUN11	30JUN11	STK:10PK336 DLR:07480

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES JERKING WHEN PULLING OUT, AND WHEN ACCELERATING ALSO JERKS
NPF NO PROBLEM FOUND
351 LYTLE,ALBERT LIC#: 3422
CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

ROAD TEST, NOT ABLE TO DUPLICATE CONCERN,IDS TEST-ALL PASS CODES,CHECK OASIS TSB 10-22-4 RELATES TO CONCERN, PERFORMED PROCEDURE AS PER TSB,CHECKED PTU,PASSED TEST,NO PROBLEM FOUND AT THIS TIME

****

B COMPLETE MULTI-POINT INSPECTION REPORT CARD
Q99P COMPLETE MULTI-POINT INSPECTION REPORT CARD
351 LYTLE,ALBERT LIC#: 3422
CP 0.00 0.00
GBATT BATTERY GOOD
351 LYTLE,ALBERT LIC#: 3422
CP 0.00 0.00
YTIRE TIRES ARE FAIR [illegible] UNDER [illegible] TREAD DEPTH ON MOST WARM TIRE [illegible] INSPECT AGAIN DURING NEXT SCHEDULED MAINTENANCE [illegible]
351 LYTLE,ALBERT LIC#: 3422
CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

****

C DROP OFF
NL NO LABOR
351 LYTLE,ALBERT LIC#: 3422
CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

D CUSTOMER STATES SUNROOF SLOW TO CLOSE, STOPS WHEN 6 INCHES TO STOP

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

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) CUSTOMER SIGNATURE

CUSTOMER COPY

CUSTOMER #: 3039944
UNIT# 10PK336

[redacted]

PITCAIRN, PA [redacted]

[redacted]

55247

INVOICE

PAGE 2

TRI STAR FORD McKEESPORT, INC.
4201 WALNUT ST.
McKEESPORT, PA 15132
(412) 751-2130 FAX (412) 751-3712
www.tristarmotors.com

SERVICE ADVISOR: 711 MARK MAJORS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	10	FORD EDGE	2FMDK4JC9AB[redacted]		26944/26950	T816

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
30NOV09 DD		30NOV2012	30JUN11		0.00	CASH	30JUN11

R.O. OPENED	READY	OPTIONS:
29JUN11	30JUN11	STK:10PK336 DLR:07480

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
	CK	CHECK						
		351	LYTLE,ALBERT	LIC#: 3422				
			CP				0.00	0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

LUBRICATED SUNROOF TRACKS,CHECK OPERATION,OK

****

YOU MAY RECIEVE A SURVEY FROM FORD, I ASK THA
T YOU PLEASE FILL OUT AND SEND IT IN. IF FOR
ANY REASON YOU ARE NOT COMPLETELY SATISFIED
PLEASE CALL ME, YOUR SERVICE MANAGER
JOANIE GROVE AT (412) 751-2130

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CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: 3039944
UNIT# 10PK336

[redacted]

PITCAIRN, PA [redacted]

[redacted] CONT:N/A
[redacted] CELL:

56455

INVOICE

PAGE 1

TRI STAR
TRI STAR FORD McKEESPORT, INC.
4201 WALNUT ST.
McKEESPORT, PA 15132
(412) 751-2130 FAX (412) 751-3712
www.tristarmotors.com

SERVICE ADVISOR: 48 JOANIE GROVE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	10	FORD EDGE	2FMDK4JC9AB[redacted]		30280/30280	T216

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
30NOV09 DD		30NOV2012			0.00	CASH	03SEP11

R.O. OPENED	READY	OPTIONS:
02SEP11	03SEP11	STK:10PK336 DLR:07480

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST STATES THAT WRENCH LIGHT IS ON AGAIN
CAUSE: PINPOINT TEST DV11 REPLACE ETB ELECTRIC THROTTLE BODY CLEAR
CODES ROAD TEST OK.HAD PERFORMED IDS TEST CODE P2135
12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
351 LYTLE,ALBERT LIC#: 3422
W99 (N/C)
12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST -
L
351 LYTLE,ALBERT LIC#: 3422
W99 (N/C)
12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
EXTRA TIME TO REPEAT FINAL QUICK TEST
351 LYTLE,ALBERT LIC#: 3422
W99 (N/C)
9926A THROTTLE BODY - AIR INTAKE - REPLACE
(9E926) - L
351 LYTLE,ALBERT LIC#: 3422
W99 (N/C)
1 7T4Z*9E926*FA THROTTLE BODY AND MOTOR ASY (N/C)
1 7T4Z*9E936*A GASKET (N/C)
FC: P09 41
PART#: 7T4Z*9E926*FA
COUNT:
CLAIM TYPE:
AUTH CODE:
3422
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

PINPOINT TEST DV11 REPLACE ETB ELECTRIC THROTTLE BODY CLEAR CODES
ROAD TEST OK.HAD PERFORMED IDS TEST CODE P2135
****

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

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

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

enterprise

MO 8:00 AM - 5:00 PM TU 8:00 AM - 5:00 PM WE 8:00 AM - 5:00 PM
TH 8:00 AM - 5:00 PM FR 8:00 AM - 5:00 PM SA 9:00 AM - 12:00 PM
SU CLOSED

OWNER OF VEHICLE: ENTERPRISE LEASING COMPANY OF PHILADELPHIA, LLC
BRANCH ADDRESS: 3846 RIDGE PIKE, COLLEGEVILLE, PA, 19426-3160 (610) 454-1470

165712

RENTAL AGREEMENT NO. 1CFDVB

RENTAL TYPE	SOURCE #	I.D. #
RETAIL	CONICELLI	099

DATE OUT: 09/15/2011 10:56 AM

DAY = 24 HOUR PERIOD

START CHARGES IF DIFFERENT

RENTER: [redacted]

VEHICLE $35.00/HOUR
$35.00/DAY

ORIGINAL VEHICLE

COLOR	LICENSE NO.
WHITE	HRY6219
MODEL	ECAR#
SAVNF	7DT3R3

MILEAGE IN / OUT: 17834

DRIVEN

BILL TO: COMPANY [redacted]

ATTN: [redacted] PHONE EXT.

REFERENCE NUMBER: 72455B

NO CHARGE MILEAGE

TO: JACKIE

CONDITION AND FUEL LEVEL AGREED TO RENTER

NO DAMAGE

X = DENT — SCRATCH O = MISSING

OUT E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F

IN E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F

ADDITIONAL AUTHORIZED DRIVER(S) - EXCEPT AS REQUIRED BY LAW, NONE PERMITTED WITHOUT OWNER'S WRITTEN APPROVAL. NO OTHER BUSINESS PERMITTED

I REQUEST OWNER'S PERMISSION TO ALLOW [redacted]

WHO IS UNDER MY CON[redacted] BEHALF. I AM RESPONSIBLE FOR THEIR ACTS WHILE THEY ARE [redacted] S RENTAL AGREEMENT (AGREEMENT). USE OF VEHICLE BY AN[redacted] S UNDER THIS AGREEMENT.

RENTER: X [redacted]

PERMISSION GRANTED TO OPERATE VEHICLE ONLY IN THE STATE OF RENTAL AND THE FOLLOWING STATE(S):

OPERATION IN ANY OTHER STATE OR COUNTRY WILL AFFECT MY LIABILITY AND RIGHTS UNDER THIS AGREEMENT

OPTIONAL PRODUCTS NOTICE: OWNER OFFERS, FOR AN ADDITIONAL CHARGE, AS OPTIONAL PRODUCTS: DAMAGE WAIVER (DW), PERSONAL ACCIDENT INSURANCE (PAI), ROADSIDE ASSISTANCE PROTECTION (RAP) AND SUPPLEMENTAL LIABILITY PROTECTION (SLP). THESE ARE DESCRIBED IN DETAIL ELSEWHERE IN THIS AGREEMENT. THESE ARE OPTIONAL PRODUCTS WHICH MAY DUPLICATE COVERAGE I ALREADY HAVE THROUGH MY OWN INSURANCE POLICIES OR MY CREDIT CARD. I AM NOT REQUIRED TO PURCHASE THESE PRODUCTS IN ORDER TO RENT A VEHICLE FROM OWNER.

BEFORE DECIDING WHETHER TO PURCHASE THESE OPTIONAL PRODUCTS I MAY WISH TO EXAMINE MY INSURANCE POLICIES OR CREDIT CARD AGREEMENT, OR I MAY WISH TO CALL MY INSURANCE AGENT OR CREDIT CARD COMPANY, TO DETERMINE WHETHER THEY PROVIDE COVERAGE FOR DAMAGE TO A RENTAL VEHICLE OR FOR LOSS OR INJURY CAUSED OR SUFFERED BY ME.

PENNSYLVANIA LAW REQUIRES OWNER TO BEAR CERTAIN MINIMUM FINANCIAL RESPONSIBILITY FOR ITS VEHICLES. OWNER IS SELF-INSURED FOR THIS RESPONSIBILITY, WHICH DOES NOT CONSTITUTE LIABILITY INSURANCE FOR ME, THE RENTER, OR FOR ANY PASSENGER.

IF I ELECT TO PURCHASE ANY OPTIONAL INSURANCE PRODUCT OR DW, I MAY ELECT TO CANCEL MY PURCHASE AT ANY TIME DURING THE RENTAL BY RETURNING THE CAR AND MY COPY OF THE CONTRACT TO ANY ENTERPRISE RENT-A-CAR BRANCH DURING BUSINESS HOURS AND AGREEING IN WRITING TO MODIFY THE CONTRACT. I WILL NOT BE CHARGED FOR THE CANCELLED SELECTIONS BEYOND THE DAY OF CANCELLATION.

RENTER: X

RENTER DECLINES OPTIONAL DAMAGE WAIVER (DW) AND ASSUMES DAMAGE RESPONSIBILITY. SEE PARAGRAPH 9. RENTER: X	RENTER ACCEPTS OPTIONAL DAMAGE WAIVER (DW) AT FEE SHOWN IN COLUMN TO RIGHT. SEE NOTICE TO LEFT AND PARAGRAPH 16. DAMAGE WAIVER IS NOT INSURANCE. RENTER: X
RENTER DECLINES OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI). SEE PARAGRAPH 9. RENTER: X	RENTER ACCEPTS OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI) AT FEE SHOWN IN COLUMN TO RIGHT. SEE PARAGRAPH 9. RENTER: X
RENTER DECLINES OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP). SEE PARAGRAPH 7. RENTER: X	RENTER ACCEPTS OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP) AT FEE SHOWN IN COLUMN TO RIGHT. SEE PARAGRAPH 17. RENTER: X
RENTER DECLINES OPTIONAL ROADSIDE ASSISTANCE PROTECTION (RAP). SEE PARAGRAPH 15. RENTER: X	RENTER ACCEPTS OPTIONAL ROADSIDE ASSISTANCE PROTECTION (RAP) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PARAGRAPH 15. RENTER: X

DW OF [illegible] $15.99/DAY

PAI $2.00/DAY

SLP $1[illegible]/DAY

ACKNOWLEDGEMENT OF THE ENTIRE AGREEMENT
NUMBERS 1 THROUGH [illegible] OF PAGES 1 THROUGH [illegible]

FUEL CHARGE $5.49/GALLON

RENTER: X [illegible] DATE 09 15 2011

OWNER REP X [illegible] EMPL # E46PHI

PASS CAR RENTAL TAX 5.00%
PA SALES TAX [illegible]
TRANSPORT ASSIST TAX $2.[illegible]

REPLACEMENT VEHICLE

DATE OUT

COLOR	LICENSE NO.
MODEL	ECAR#

MILEAGE IN / OUT

DRIVEN

CONDITION AND FUEL LEVEL AGREED TO RENTER

NO DAMAGE

X = DENT — SCRATCH O = MISSING

OUT E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F

IN E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F

I WILL RETURN CAR BY:	DEPOSIT(S):	
TIME	AMOUNT	PAID BY
09/[illegible]/2011 10:00 AM		

INSURED / CLAIMANT

ADDITIONAL INFORMATION

LOSS DATE THEFT ____ ACCIDENT ____

REPAIR SHOP

LOCAL ADDRESS LOCAL PHONE

TOTAL CHARGES

DEPOSITS

REFUNDS

AMOUNT DUE

CLOSED BY

PAID BY	CASH	CHECK	CHARGE
RECEIPT OF CASH REFUND	DATE	AMOUNT	RECEIVED BY

REJECTION OF UNINSURED MOTORIST PROTECTION: I AM REJECTING UNINSURED MOTORIST COVERAGE UNDER THIS RENTAL OR LEASE AGREEMENT AND ANY POLICY OF INSURANCE OR SELF-INSURANCE ISSUED UNDER THIS AGREEMENT, FOR MYSELF AND ALL OTHER PASSENGERS OF THIS VEHICLE. UNINSURED COVERAGE PROTECTS ME AND OTHER PASSENGERS IN THIS VEHICLE FOR LOSSES AND DAMAGES SUFFERED IF INJURY IS CAUSED BY THE NEGLIGENCE OF A DRIVER WHO DOES NOT HAVE ANY INSURANCE TO PAY FOR LOSSES AND DAMAGES.

OWNER IS AN AFFILIATE OF ENTERPRISE HOLDINGS INC., WHICH OWNS ALL RIGHTS TO ENTERPRISE NAMES AND MARKS. © ENTERPRISE LEASING COMPANY OF PHILADELPHIA, LLC., 201

[redacted]

CT Corporation

Service of Process Transmittal

03/13/2012
CT Log Number 520136103

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

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] etc., Pltf. vs. Perry Ford of National City, LLC, etc., et al. including Ford Motor Company, etc., Dfts.
DOCUMENT(S) SERVED:	Summons, Complaint, Cover Sheet, Notice, Stipulation, ADR Information
COURT/AGENCY:	San Diego County - Superior Court - Vista, CA Case # 37201200075536CUFRSC
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Vehicle was delivered to plaintiff with serious defects and nonconformities to warranty - used 2010 Ford Focus, vehicle identification number 1FAHP3FN0A[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 03/13/2012 at 14:50
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service
ATTORNEY(S) / SENDER(S):	John W. Hanson The Hanson Law Firm 16870 West Bernardo Drive Suite 400 San Diego, CA 92127 858-451-0291
REMARKS:	note that Page 2 of the Cover Sheet was not received with the documents at the time of service.
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 793333678732 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Nancy Flores 818 West Seventh Street Los Angeles, CA 90017 213-337-4615

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

3/13 @ 2 00P

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
FILED
SOUTH COUNTY
2012 MAR 12 PM 2:15
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

PERRY FORD OF NATIONAL CITY, LLC, a limited liability company, and FORD MOTOR COMPANY, a Delaware Corporation

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

SHALISA S. CLARK, an individual

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), 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*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

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

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of California
County of San Diego, South County Regional Center, 500 3rd Avenue, Chula Vista, CA 91910

CASE NUMBER
(Número del Caso):
37-2012-00075538-CU-PR-SC

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):
Hanson Law Firm, 16870 West Bernardo Drive, Suite 400 San Diego, California 92127 (858) 451-0291

DATE: *(Fecha)* MAR 12 2012 Clerk, by *(Secretario)* L. AMEZCUA, Deputy *(Adjunto)*

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

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. [ ] as an individual defendant.
2. [ ] as the person sued under the fictitious name of *(specify)*:
3. [X] on behalf of *(specify)*: Ford Motor Company, a Delaware Corporation
   under: [X] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
   [ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
   [ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
   [ ] other *(specify)*:
4. [ ] by personal delivery on *(date)*:

FILED
SOUTH COUNTY
2012 MAR 12 PM 2:17
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

THE HANSON LAW FIRM
John W. Hanson, SBN: 214771
Elisa M. Swanson, SBN: 215361
16870 West Bernardo Drive, Suite 400
San Diego, California 92127
TEL: (858) 451-0291
FAX: (858) 451-0281

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

SOUTH COUNTY DIVISION

VIA FAX

SHALISA S. CLARK, an individual; Plaintiff, v. PERRY FORD OF NATIONAL CITY, LLC, a limited liability company, and FORD MOTOR COMPANY, a Delaware Corporation, and DOES 1 through 10, inclusive. Defendants.	Case No. 37-2012-00075536-CU-FR-SC COMPLAINT FOR RESTITUTION AND DAMAGES: VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT, MAGNUSON-MOSS WARRANTY ACT, AND CONSUMERS LEGAL REMEDIES ACT

Plaintiff Shalisa Clark alleges as follows against Defendants Perry Ford of National City ("Perry Ford") and Ford Motor Company ("Ford"), on information and belief, formed after an inquiry reasonable under the circumstances:

GENERAL ALLEGATIONS

1. Plaintiff is an individual residing in the City of San Diego, County of San Diego, State of California.

2. Defendant Ford Motor Company is and was a Delaware Corporation registered to do business in the State of California and doing business in the City of National City,

County of San Diego.

3. Defendant Perry Ford of National City, LLC, is a limited liability company, operating as a car dealership in the City of National City, California, County of San Diego.

4. Plaintiff does not know the true names and capacities, whether corporate, partnership, associate, individual or otherwise of Defendants sued herein as Does 1 through 10, inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendants Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences and transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendants together with appropriate charging allegations when ascertained.

5. All acts of corporate employees as alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

6. Each Defendant whether actually or fictitiously named herein, was the principal, agent (actual or ostensible) or employee of each other Defendant and in acting as such principal or within the course and scope of such employment or agency, took some part in the acts and omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief prayed for herein.

7. On September 17, 2011, Plaintiff purchased a used 2010 Ford Focus, vehicle identification number 1FAHP3FN0AW115267 ("the Vehicle") from Perry Ford. Ford's express warranty accompanied the sale of the Vehicle to Plaintiff by which Ford an Perry Ford undertook to preserve or maintain the utility or performance of Plaintiff's Vehicle or provide compensation if there was a failure in such utility or performance.

8. The Vehicle was delivered to Plaintiff with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, mechanical problems that caused the Vehicle to fail to accelerate numerous times. Plaintiff was left stranded and had to tow the car on more than one occasion.

9. The Vehicle was also sold with serious and undisclosed repair history and/or

an unpaid prior lien, facts that would be material to any consumer and would have caused Plaintiff not to have purchased the Vehicle had she known. These facts were omitted and/or were contrary to express representations by Perry Ford.

10. The Retail Installment Sales Contract ("RISC"), indicates Plaintiff paid for Registration/Transfer/Titling Fees and $29 for electronic filing.

11. Perry Ford did not submit an application for the transfer of registration and/or titling for the Vehicle with the Department of Motor Vehicles within 30 days from the date of sale and did not refund any amount for its failure.

FIRST CAUSE OF ACTION

(Violation of the Song-Beverly Consumer Warranty Act, Civil Code § 1750 *et seq.*)

12. Plaintiff incorporates by reference each and every allegation set forth in this Complaint.

13. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act"), Civil Code sections 1790 *et seq.*, the Vehicle constitutes "consumer goods" purchased primarily for family or household purposes and Plaintiff has used the vehicle primarily for those purposes.

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

15. Defendant Ford is a "manufacturer" and/or "distributor" under the Act.

16. Defendant Perry Ford is a "retail seller" under the Act.

17. The sale of the Vehicle to Plaintiff was accompanied by an express warranty by Ford and Perry Ford and an implied warranty that the vehicle was merchantable. Civ. Code § 1791.1. The sale of the Vehicle to Plaintiff was also accompanied by an implied warranty of fitness. Civ. Code § 1791.1.

18. The foregoing defects and nonconformities to warranty manifested themselves within the applicable express warranty period. The nonconformities substantially impair the use, value and/or safety of the Vehicle.

19. Plaintiff delivered the Vehicle to Ford's authorized repair facilities for repair of the nonconformities on numerous occasions.

20. Ford, through its authorized repair facility, and Perry Ford were unable to conform Plaintiff's Vehicle to the applicable express and implied warranties after a reasonable number of attempts.

21. Notwithstanding Plaintiff's entitlement, Defendants have failed to refund the price of the Vehicle or replace the Vehicle as required by the Act.

22. By Defendants' failure to remedy the defects as alleged above, or to issue a refund or replacement, Defendants are in breach of their obligations under the Act.

23. Plaintiff is entitled to justifiably revoke acceptance of the Vehicle under the Act.

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

SECOND CAUSE OF ACTION

(Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*)

25. Plaintiff incorporates by reference all facts and allegations set forth herein.

26. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301 *et seq.*, pursuant to 15 U.S.C. § 2301(d)-(a).

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

28. Defendant Ford is a "supplier" and "warrantor" as defined by 15 U.S.C. § 2301(4)(5).

29. Defendant Perry Ford is a "supplier" and "warrantor" as defined by 15 U.S.C. § 2301(4)(5).

30. The Vehicle is a "consumer product" as defined in 15 U.S.C. § 2301(1).

31. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by the failure of the warrantor to comply with a written or implied warranty.

32. Despite repeated demands and despite the fact that Plaintiff has complied with all reasonable terms and conditions imposed on her by Defendants, Defendants are unable to remedy the defects and non-conformities set forth above within a reasonable time, in breach of the written warranty and implied warranties applicable to the Vehicle.

33. Plaintiff has suffered damages as a result of Defendants' breach.

34. Plaintiff seeks to return the Vehicle and to have the purchase price refunded, together with insurance premiums, interest, costs and actual attorney fees as provided by 15 U.S.C. § 2310(d)(2) or, in the alternative, that Plaintiff be awarded damages in an amount to be determined at trial, and interest, and actual attorney's fees and costs.

THIRD CAUSE OF ACTION

(Violation of the Consumers Legal Remedies Act, Civil Code § 1750 *et seq.*)

(Defendant Perry Ford Only)

35. Plaintiff incorporates by reference each and every allegation set forth in this Complaint.

36. The Vehicle purchased by Plaintiff constitutes "goods" sold for use primarily for personal, family, or household purposes pursuant to Civil Code § 1761(a).

37. Plaintiff is a "consumer" pursuant to Civil Code § 1761(c).

38. The advertisement and sale of the Vehicle to Plaintiff are "transactions" pursuant to Civil Code § 1761(e).

39. The policies, acts, and practices engaged in by Perry Ford and alleged herein were intended to, and did, result in the sale of the Vehicle to Plaintiff, and violated and continue to violate the Consumers Legal Remedies Act ("CLRA").

40. Perry Ford had a duty to submit an application accompanied by all fees and penalties due for registration or transfer of registration of the Vehicle to the Department of Motor Vehicles within 30 days from the date of sale. Vehicle Code § 4456(a)(2), and failed to fulfill its promise to immediately register the Vehicle, and failed to refund applicable fees.

41. Perry Ford has employed the unfair methods of competition and unfair or deceptive acts or practices prohibited under the CLRA, Civil Code § 1770(a)(1)-(23). Specifically, Perry Ford has engaged in the following unfair methods of competition and unfair or deceptive acts or practices: (1) representing that goods or services have characteristics, uses, or benefits which they do not have; (2) misrepresenting the source, sponsorship, approval, or certification of goods or services; (3) misrepresenting the affiliation,

PE13-003 000369LCPV

connection, or association with, or certification by, another (4) 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; (5) advertising goods or services with intent not to sell them as advertised; (6) representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; (7) representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; (8) representing that goods are original or new if they have deteriorated unreasonably or are altered, reconditioned, reclaimed, used, or secondhand ; and (9) inserting an unconscionable provision in the contract. Consumers Legal Remedies Act, Civil Code §§ 1770(a)(2),(3),(5), (6), (7), (9), (14), (16), and (19).

42. In compliance with the provisions of Civil Code § 1782, Plaintiff has given written notices to Perry Ford of her intention to file an action for damages under California Civil Code §§ 1750 *et seq*. Plaintiff has also requested Perry Ford offer an appropriate correction to her and all other affected consumers.

43. As Perry Ford, within 30 days after receipt of the CLRA notification and demand letter, failed to adequately respond to Plaintiff's demand to correct or otherwise rectify the wrongful conduct described above, Plaintiff seeks actual and exemplary damages permitted for violation of the CLRA, including for statutory damages of up to $1,000.

44. Plaintiff alleges Perry Ford has a pattern and practice of misrepresenting vehicle histories and registration issues. Plaintiff, therefore, currently seek, pursuant to California Civil Code § 1780(a)(2), an order enjoining these practices and ordering the payment of costs and attorneys' fees, and such other relief as deemed appropriate and proper by the Court under California Civil Code § 1780.

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For general, special and actual damages according to proof at trial;
2. For rescission of the sale contract and restitution of all monies expended;
3. For incidental and consequential damages according to proof at trial;

4. For a civil penalty in the amount of two times Plaintiff's actual damages under Song-Beverly and ten times actual damages under the CLRA;

5. For prejudgment interest at the legal rate;

6. For reasonable attorney's fees and costs of suit; and

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

DATED: March 11, 2012

THE HANSON LAW FIRM
Attorneys for Plaintiff

JOHN W. HANSON

PE13-003 000371LCPV

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
John W. Hanson, SBN 214771
Elisa M. Swanson, SBN 215361
16870 West Bernardo Drive, Suite 400
San Diego, California 92127
TELEPHONE NO. (858) 451-0291 FAX NO. (858) 451-0281
ATTORNEY FOR (Name): Plaintiff Shalisa S. Clark

FOR COURT USE ONLY

FILED
SOUTH COUNTY
2012 MAR 12 PM 2:16
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
STREET ADDRESS: 500 3rd Avenue
MAILING ADDRESS: 500 3rd Avenue
CITY AND ZIP CODE: Chula Vista, CA 91910
BRANCH NAME: South County Division

CASE NAME:
Clark v. Perry Ford of National City, LLC, 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 3.402)

CASE NUMBER: 37-2012-00075536-CU-FR-SC
JUDGE:
DEPT:

Items 1–6 below must be completed (see instructions on page 2).

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

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 (16)
- [ ] 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)
- [ ] Rule 3.740 collections (09)
- [ ] Other 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 3.400–3.403)
- [ ] 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 complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   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 postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [✓] monetary b. [✓] nonmonetary; declaratory or injunctive relief c. [✓] punitive
4. Number of causes of action *(specify)*: Four
5. This case [ ] is [✓] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: March 11, 2012
John W. Hanson
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

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

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

VIA FAX

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 500 Third Avenue MAILING ADDRESS: 500 Third Avenue CITY, STATE, & ZIP CODE: Chula Vista, CA 91910-5649 BRANCH NAME: South County	FOR COURT USE ONLY
PLAINTIFF(S): Shalisa S Clark	
DEFENDANT(S): Perry Ford of National City Llc et.al.	
SHORT TITLE: CLARK VS. PERRY FORD OF NATIONAL CITY LLC	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2012-00075536-CU-FR-SC

Judge: Kenneth J Medel Department: S-07

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- ☐ Mediation (court-connected)
- ☐ Mediation (private)
- ☐ Voluntary settlement conference (private)
- ☐ Neutral evaluation (private)
- ☐ Non-binding private arbitration
- ☐ Binding private arbitration
- ☐ Non-binding judicial arbitration (discovery until 15 days before trial)
- ☐ Non-binding judicial arbitration (discovery until 30 days before trial)
- ☐ Other (*specify e.g., private mini-trial, private judge, etc.*): _____

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: *(Name)* _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____ Date: _____

Name of Plaintiff Name of Defendant

Signature Signature

Name of Plaintiff's Attorney Name of Defendant's Attorney

Signature Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 03/12/2012

JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2012-00075536-CU-FR-SC CASE TITLE: Clark vs. Perry Ford of National City Llc

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:
(1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
(2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), *and*
(3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages
- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages
- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at http://www.sdcourt.ca.gov/adr.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The Important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

CA

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

DEC 13 2011

OFFICE OF THE
GENERAL COUNSEL

OFFICE OF THE SECRETARY
11 DEC -9 P2:38

HANSON LAW FIRM

December 2, 2011

VIA CERTIFIED MAIL AND 1ST CLASS MAIL
RETURN RECEIPT REQUESTED

General Manager / President / Legal Counsel
Perry Ford of National City
2050 National City Blvd.
National City, CA 91950

General Manager / President / Legal Counsel
Ford Motor Company
1 American Rd.
Dearborn, MI 48126

7010 2780 0003 2005 8186

Re: Client: [redacted]
Vehicle: **2010 Ford Focus**
VIN: **1FAHP3FN0AW**[redacted]

NOTICE OF VIOLATION OF CONSUMERS LEGAL REMEDIES ACT & SONG BEVERLY CONSUMER WARRANTY ACT

Dear General Manager/President/Legal Counsel:

Please be advised that this law firm has been retained by Ms. [redacted] to enforce her legal rights regarding the purchase of the above-identified vehicle. I am writing to set forth the facts, cite the applicable law, and provide you with your statutory right to resolve all of my client's damages claims under the Consumers Legal Remedies Act (CLRA).

On or about September 17, 2011, the dealership and warrantor, Perry Ford of National City, and Ford Motor Company, the manufacturer/warrantor, sold Ms. Clark a 2010 Ford Focus (VIN: 1FAHP3FN0AW[redacted]) (hereinafter the "Subject Vehicle"). The Subject Vehicle came with the manufacturer's warranty as well as the dealership's 60 day, 2000 mile warranty.

16870 West Bernardo Drive, Suite 400 San Diego, CA 92127
Phone: 858.451.0291 Fax: 858.451.0281
email: john@thesandiegolemonlawyer.com www.TheSanDiegoLemonLawyer.com

Among other problems, the Subject Vehicle was sold to her with dangerous mechanical problems that have caused it to shut down and have to be towed on numerous occassions. In addition, Ms. [redacted] was made to sign a Retail Installment Sales Contract (RISC) committing her to disadvantageous financing terms, even though she informed the dealership she had already obtained financing independently. The RISC also contained an unconscionable arbitration clause. Had Ms. [redacted] known the truth about the Subject Vehicle and the RISC, she never would have bought the vehicle.

The condition of the Subject Vehicle substantially reduces the value, safety, and utility of the Subject Vehicle. The Dealership and manufacturer either knew or should have known that the Subject Vehicle serious mechanical problems. Both conditions must have been obvious to the Dealership, considering its mechanical knowledge, inspections of the vehicle, maintenance and repairs to the vehicle, and its extensive automotive industry experience. Because of its poor condition, the Subject Vehicle would not pass without objection in the trade for sale under the contract description, it is not fit for its ordinary purpose, and it was not adequately contained, packaged, and labeled.

The dealership and manufacturer failed and/or refused to repair under the terms of warranty coverage despite numerous repair attempts.

Currently, the Subject Vehicle is too dangerous to drive, leaving Ms. [redacted] without transportation.

The dealership, in addition to the above wrongdoing, violated the CLRA and Automobile Sales Finance Act, Cal.Civ.Code §2981.9 and 2982 (a), *inter alia*, by having Ms. Clark sign the RISC misstating the parties agreements and understanding.

This letter, among other things, is notice under the Consumers Legal Remedies Act (the Act), Civil Code §1750 *et seq.*, of your violations of and liabilities under the Act, and is a demand that you remedy these violations within 30 days or less from your receipt of this letter.

The Act prohibits the following unfair methods of competition and unfair or deceptive acts or practices: (1) representing that goods or services have characteristics, uses, or benefits which they do not have; (2) misrepresenting the source, sponsorship, approval, or certification of goods or services; (3) misrepresenting the affiliation, connection, or association with, or certification by, another (4) 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 (5) advertising goods or services with intent not to sell them as advertised; (6) representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law;

(7) representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; (8) representing that goods are original or new if they have deteriorated unreasonably or are altered, reconditioned, reclaimed, used or secondhand; and (9) inserting an unconscionable provision in the contract. Consumers Legal Remedies Act, Civil Code §§1770(a)(2),(3),(5), (6), (7),(9), (13), (14), (16), and (19).

My client wishes a speedy and complete resolution of this matter. Demand is hereby made to **rescind the purchase contract, restore all payments made by my client under the contract, and pay all incidental and consequential damages**. You must also pay my client's legal fees as provided by the consumer protection statutes. **My client has been forced to use a dealership supplied rental car as each time she is told to pick up the Subject Vehicle, it immediately breaks down on the road and has to be towed. My client requests the continued use of the rental at no charge until this action is resolved. She will have to incur other rental expenses if this accomodation is not allowed.** Should the above be done, such actions will resolve my client's individual CLRA claims for damages.

To resolve my clients' claims for injunctive relief under the CLRA, you must also consent to the entry of a specific injunction preventing any further predatory acts against the public. The proposed injunction would prohibit Perry Ford of National City from engaging in the following practices:

1. requiring RISCs with financing terms where outside financing has been obtained by the customer already;
2. misrepresenting the value, condition, inspection, and/or history of vehicles;
3. inserting unconscionable arbitration provisions.

You must also undertake all of the following actions to satisfy the requirements of California Civil Code §1782(c):

1. Identify or make a reasonable attempt to identify all consumers similarly situated.
2. Notify all persons so identified that, upon their request, you will offer an appropriate correction, replacement, or other remedy for your wrongful conduct.
3. Undertake (or promise to undertake within a reasonable time if it cannot be done immediately) the actions described above for all affected persons who so request.
4. Cease the unlawful methods, acts or practices set forth above prohibited by the injunction.

By law you have 30 days from receipt of this letter to satisfy your legal obligations under the CLRA. Due to the important legal nature of this notice, my client has requested that any response from you be in writing and directed to my attention. In addition, do not contact my client directly or through your attorneys in the future without first receiving my firm's written authorization. Please be advised that a complaint may be filed shortly asserting other causes of action in addition to a claim for injunctive relief under the CLRA. In that regard, this letter also constitutes written notice to you of your breach of express and implied warranties. If you would like to discuss a global resolution of all claims by my client against you, please feel free to have your legal counsel contact me.

Sincerely,

THE HANSON LAW FIRM

John W. Hanson

PERRY Ford NATIONAL CITY
2050 National City Blvd. • National City, CA 91950
(619) 477-2711
PARTS (619) 474-6451
www.perryauto.com

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 5:00 p.m. Saturday

R/O Open Date	R/O Number
11/10/11	6005296/1
R/O Close Date	Status
11/22/11	Reprint
Mileage In	Mileage Out
44742	44742
Service Advisor / Tag #	
TONY CUBERO/1477	

BAR# ARD224045 EPA# CAL00280976

[redacted]
SAN DIEGO, CA [redacted]

Work Phone [redacted]

Vehicle Identification Number: 1FAHP3FN0AW[redacted]

Delivery Date	In-Service Date
9/17/11	2/21/11

Year	Make	Model	Body	Color	License Number
2010	FORD	FOCUS	4DR SDN SE	STERLING G	[redacted]

18295R

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR DATA: DOC FORMS /DATA/ELECTRONIC FEES	
#2 - MR TIRE PSI: PER CALIFORNIA MANDATE- CHECK AND ADJUST TIRE PRESSURES	
#3 - MR 13DRIVREP: DRIVEABILITY REPAIR CUST STATES CHECK ENGINE LIGHT CAME ON ENGINE STAL LS Work performed by VICTOR WARREN(011) TIGHTEN AND RESECURED ALL CONNECTIONS ROAD TEST VE H NO FURTHER PROBLEM FOUND AT THIS TIME	Internal
#4 - MR MP99P: MULTIPOINT INSPECTION	
#5 * MR 99TAP: LOAN CAR Work performed by 9560 : 546767 ()	Internal

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

©(1)2010 DCS, CP, "RACK SYSTEMS, Inc. - Dealers in Application Design (800) 845-1028

PERRY Ford NATIONAL CITY
2050 National City Blvd. • National City, CA 91950
(619) 477-2711
PARTS (619) 474-6451
www.perryauto.com

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 5:00 p.m. Saturday

R/O Open Date	R/O Number
11/17/11	6005584/1
R/O Close Date	**Status**
11/28/11	Reprint
Mileage In	**Mileage Out**
44827	44827
Service Advisor / Tag #	
TONY CUBERO/1533	

BAR# ARD224045 EPA# CAL00280976

[redacted]
SAN DIEGO, CA [redacted]

Work Phone	Vehicle Identification Number
[redacted]	1FAHP3FN0AW[redacted]
	Delivery Date / **In-Service Date**
	9/17/11 / 2/21/11

Year	Make	Model	Body	Color	License Number
2010	FORD	FOCUS	4DR SDN SE	STERLING G	[redacted]
18295R					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#3 - MR 13DRIVDIAG: DRIVEABILITY DIAGNOSIS	
CUST STATES CHECK ENGINE LIGHT CAME ON AND ENGINE	
WOULD ACCELERATE	
Caused by	
PERFORMED EEC TEST PULLED CODE P061B PIN POINT TES	
T QE1 NO, CLEANED AND TIGHTEN PCM CONNECTORS C175,	
AND ENGINE GROUND PERFORMEDWIGGLE TEST ENGINE GOES	
INTO FAIL SAFE IF WIGGLE CRANK SENSOR HARNESS COOL	
ANT LEAKING CRANK POSTION	
PE4	
Corrected by 12650D: (E29-S07) (	
Work performed by VICTOR WARREN(011)	Warranty
Corrected by 12650DX1:	
Work performed by VICTOR WARREN(011)	Warranty
Corrected by 12650D45:	
Work performed by VICTOR WARREN(011)	Warranty
Corrected by 14200A:	
Work performed by VICTOR WARREN(011)	Warranty
Corrected by 12650D57:	
Work performed by VICTOR WARREN(011)	Warranty
Work performed by 9697 : 61889 ()	Warranty
Installed 1S7Z 6C315 AAA (FP):SENSOR - CRANKSHAFT Qty: 1	Warranty
REPLACED CONTAMINATED CRANK POSTION CLEAR CODE AND	
PERFORMED RE TEST TO VERIFY REPAIR.	
#4 - MR MP99P: MULTIPOINT INSPECTION	
#5 * MR 99TAP: LOAN CAR	
Caused by	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2010 DEALERTRACK SYSTEMS, Inc. Dealership Application Group (800) 645-1328

PERRY Ford NATIONAL CITY

2050 National City Blvd. • National City, CA 91950

(619) 477-2711
PARTS (619) 474-6451
www.perryauto.com

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 5:00 p.m. Saturday

R/O Open Date	R/O Number
11/10/11	6005296/1
R/O Close Date	**Status**
11/22/11	Reprint
Mileage In	**Mileage Out**
44742	44742
Service Advisor / Tag #	
TONY CUBERO/1477	

BAR# ARD224045 EPA# CAL00280976

[redacted]

SAN DIEGO, CA [redacted]

Work Phone	Vehicle Identification Number	
[redacted]	1FAHP3FN0AW[redacted]	
	Delivery Date	**In-Service Date**
	9/17/11	2/21/11

Year	Make	Model	Body	Color	License Number
2010	FORD	FOCUS	4DR SDN SE	STERLING G	[redacted]

18295R

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR DATA: DOC FORMS /DATA/ELECTRONIC FEES	
#2 - MR TIRE PSI: PER CALIFORNIA MANDATE- CHECK AND ADJUST TIRE PRESSURES	
#3 - MR 13DRIVREP: DRIVEABILITY REPAIR CUST STATES CHECK ENGINE LIGHT CAME ON ENGINE STAL LS Work performed by VICTOR WARREN(011) TIGHTEN AND RESECURED ALL CONNECTIONS ROAD TEST VE H NO FURTHER PROBLEM FOUND AT THIS TIME	Internal
#4 - MR MP99P: MULTIPOINT INSPECTION	
#5 * MR 99TAP: LOAN CAR Work performed by 9560 : 546767 ()	Internal

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of sold products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2010 DEALER TRACK SYSTEMS, Inc. - Dealership Application Group (800) 945-1026

PERRY Ford NATIONAL CITY

2050 National City Blvd. • National City, CA 91950

(619) 477-2711
PARTS (619) 474-5451
www.perryauto.com

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 5:00 p.m. Saturday

R/O Open Date	R/O Number
11/25/11	6005936/1
R/O Close Date	**Status**
12/15/11	Reprint
Mileage In	**Mileage Out**
45005	45065
Service Advisor / Tag #	
TONY CUBERO/1533	

BAR# ARD224045 EPA# CAL00280976

[redacted]
SAN DIEGO, CA [redacted]

Work Phone	Vehicle Identification Number	
619-553-0765	1FAHP3FN0AW[redacted]	
Home Phone	**Delivery Date**	**In-Service Date**
559-403-9583	9/17/11	2/21/11

Year	Make	Model	Body	Color	License Number
2010	FORD	FOCUS	4DR SDN SE	STERLING G	[redacted]
18295R					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#2 - MR TIRE PSI: PER CALIFORNIA MANDATE- CHECK AND ADJUST TIRE PRESSURES	
#3 - MR 13DRIVDIAG: DRIVEABILITY DIAGNOSIS CHECK ENGINE LIGHT RUNS ROUGH IDLES HIGH Caused by HOTLINE CONTACT# 104980670 PERFORMED EEC TEST PULL ED CODE P2111 P2110 PIN POINT TEST DV REMOVED THRO TTLE BODY TO TEST PERFORMED LOAD TEST ON ALL CIRCU ITS FOUND SPREAD OUT PINS AT THROTTLE BODY CONNECT ORS PE4 Corrected by 12650D: (D13) (42)	
Work performed by VICTOR WARREN(011)	Warranty
Corrected by 9926A:	
Work performed by VICTOR WARREN(011)	Warranty
Corrected by 14200A:	
Work performed by VICTOR WARREN(011)	Warranty
Corrected by 12650DX1:	
Work performed by VICTOR WARREN(011)	Warranty
Work performed by 9560 : 547153 ()	Warranty
Installed 3U2Z 14S411 FJAB (FP):WIRE ASY Qty: 1	Warranty
REPLACED CONNECTOR CLEARED CODES AND RE TEST AND R OAD TEST TO VERIFY REPAIR.	
#4 * MR 99TAP: LOAN CAR Caused by CP: TAP1 Corrected by 0: (A99) (82)	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

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PERRY Ford NATIONAL CITY

2050 National City Blvd. • National City, CA 91950

(619) 477-2711
PARTS (619) 474-8451
www.perryauto.com

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 5:00 p.m. Saturday

R/O Open Date	R/O Number
11/25/11	6005936/2
R/O Close Date	**Status**
12/15/11	Reprint
Mileage In	**Mileage Out**
45005	45065
Service Advisor / Tag #	
TONY CUBERO/1533	

BAR# ARD224045 EPA# CAL00280976

[redacted]

SAN DIEGO, CA [redacted]

Work Phone	Vehicle Identification Number	
[redacted]	1FAHP3FN0AW[redacted]	
	Delivery Date	**In-Service Date**
	9/17/11	2/21/11

Year	Make	Model	Body	Color	License Number
2010	FORD	FOCUS	4DR SDN SE	STERLING G	[redacted]
18295R					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Work performed by HOUSE TECH(123)	Warranty
THIRTEEN DAYS OF TAP VEHICLE PROVIDED FOR REPAIRS	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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PERRY Ford NATIONAL CITY
/ Blvd. • National City, CA 91950

(619) 477-2711
PARTS (619) 474-6451
www.perryauto.com

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 5:00 p.m. Saturday

R/O Open Date	R/O Number
11/17/11	6005584/1
R/O Close Date	Status
11/28/11	Reprint
Mileage In	Mileage Out
44827	44827
Service Advisor / Tag #	
TONY CUBERO/1533	

RD224045 EPA# CAL00280976

[redacted]
SAN DIEGO, CA [redacted]

Work Phone	Vehicle Identification Number	
619-553-0765	1FAHP3FN0AW[redacted]	
Home Phone	Delivery Date	In-Service Date
559-403-9583	9/17/11	2/21/11

Year	Make	Model	Body	Color	License Number
2010	FORD	FOCUS	4DR SDN SE	STERLING G	[redacted]
18295R					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#3 - MR 13DRIVDIAG: DRIVEABILITY DIAGNOSIS	
CUST STATES CHECK ENGINE LIGHT CAME ON AND ENGINE	
WOULD ACCELERATE	
Caused by	
PERFORMED EEC TEST PULLED CODE P061B PIN POINT TES	
T QE1 NO, CLEANED AND TIGHTEN PCM CONNECTORS C175,	
AND ENGINE GROUND PERFORMEDWIGGLE TEST ENGINE GOES	
INTO FAIL SAFE IF WIGGLE CRANK SENSOR HARNESS COOL	
ANT LEAKING CRANK POSTION	
PE4	
Corrected by 12650D: (E29-S07) (	
Work performed by VICTOR WARREN(011)	Warranty
Corrected by 12650DX1:	
Work performed by VICTOR WARREN(011)	Warranty
Corrected by 12650D45:	
Work performed by VICTOR WARREN(011)	Warranty
Corrected by 14200A:	
Work performed by VICTOR WARREN(011)	Warranty
Corrected by 12650D57:	
Work performed by VICTOR WARREN(011)	Warranty
Work performed by 9697 : 61889 ()	Warranty
Installed 1S7Z 6C315 AAA (FP):SENSOR - CRANKSHAFT Qty: 1	Warranty
REPLACED CONTAMINATED CRANK POSTION CLEAR CODE AND	
PERFORMED RE TEST TO VERIFY REPAIR.	
#4 - MR MP99P: MULTIPOINT INSPECTION	
#5 * MR 99TAP: LOAN CAR	
Caused by	

TERMS STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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PERRY Ford NATIONAL CITY

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Monday - Friday
8:00 a.m. to 5:00 p.m. Saturday

R/O Open Date	R/O Number
11/17/11	6005584/2
R/O Close Date	**Status**
11/28/11	Reprint
Mileage In	**Mileage Out**
44827	44827
Service Advisor / Tag #	
TONY CUBERO/1533	
Vehicle Identification Number	
1FAHP3FN0A[redacted]	
Delivery Date	**In-Service Date**
9/17/11	2/21/11

BAR# ARD224045 EPA# CAL00280976

[redacted]

SAN DIEGO, CA [redacted]

Work Phone [redacted]

Year	Make	Model	Body	Color	License Number
2010	FORD	FOCUS	4DR SDN SE	STERLING G	[redacted]
18295R					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
CP: TAP1	
Corrected by TAP1: (A99) (82)	
Work performed by 9560 : 546970 ()	Warranty
EIGHT DAYS OF TAP VEHICLE PROVIDED FOR REPAIRS	
#6 * MR 08COOLDIAG: COOLING SYSTEM DIAGNOSIS	
COOLANT LEAK FROM FRONT OF ENGINE	
Caused by	
PERFORMED COOLING SYSTEM PRESSURE TEST FOUND WATER	
PUMP LEAKING	
Corrected by 8005D: (L87) (42)	
Work performed by VICTOR WARREN(011)	Warranty
Corrected by 8501A:	
Work performed by VICTOR WARREN(011)	Warranty
Installed 4S4Z 8501 AA (FP):PUMP ASY - WATER Qty: 1	Warranty
Installed VC 7 B :ANTI-FREEZE Qty: 1	Warranty
REPLACED WATER PUMP AND REFILL WITH COOLANT, PERFO	
RMED RE-TEST TO VERIFY REPAIR	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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PERRY FORD OF NATIONAL CITY
SERVICE DEPARTMENT

FACSIMILE TRANSMITTAL SHEET

TO: Ford.	FROM: Rushier.
COMPANY:	DATE: 12/20/11.
FAX NUMBER: 866-670 0340.	TOTAL NO. OF PAGES INCLUDING COVER: 6
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

2050 NATIONAL CITY BLVD

NATIONAL CITY, CA 91950

PHONE: (619)477-2711

OFFICE: (619)789-1144

FAX: (619)336-3205

CUSTOMER LIST

CUSTOMER NAME/PHONE NUMBER	ADDRESS	STATUS
[redacted]	[redacted] SAN YSIDRO CA [redacted]	No Open Issues

Ford Confidential

Customer Info

Customer:	[redacted]		
Address:	[redacted]	SAN YSIDRO	CA [redacted]
Country:	USA	Language:	EN
Cell Phone:		Pager:	
Preferred Contact method:		Fax:	
Preferred Contact Time:		Email:	

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Vehicle List

VIN	Year Model	Sales Type	Owner Status	Vehicle Info
1FAHP3FN0AW[redacted]	2010 FOCUS No Open Issues	RETAIL SALE TO PRIVATE INDIVIDUAL	Subsequent Owner	Oasis Warranty History
1FMZU32EXXZ[redacted]	1999 EXPLORER No Open Issues	RETAIL SALE TO PRIVATE INDIVIDUAL	Subsequent Owner	No Oasis No Warranty History

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ESP / Recall Information

VIN: 1FAHP3FN0AW[redacted]

No ESP Information for this VIN

No Recall Information for this VIN

VEHICLE DETAIL

VIN:	1FAHP3FN0AW[redacted]	Engine:	2.0L 91 RON DURATEC HE
Make:	FORD	Transmission:	4 SPD AUTO VANDYKE FN TRANS A
Model:	FOCUS	Paint Code/Color:	STERLING GRAY METALLIC
Year:	2010	Calibration:	AAU1BA0A
Pay Load:		Max Towing Weight:	
GVWR:	03715	Axle Ratio:	
WheelBase:		Warranty Start Date:	8/29/2009
GCWR:		Vehicle Build Date:	8/14/2009
PEP Code:	200A		

Selling Dealers Name: MARTY FRANICH FORD/ENTERPRISE RENT-A-CAR
Selling Dealers P & A Code: 03733 Selling Dealers Sales Code: F72729
Selling Dealers Main Phone: 831-722-4181 Selling Dealers Service Phone: --

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Vehicle Order Image

```
1 2 3 4 5 6 7 8 9 10  1 2 3 4 5 6 7 8 9 20  1 2 3 4 5 6 7 8 9 30  1 2 3 4 5 6 7 8 9 40  1 2 3 4 5 6 7 8 9 50
[redacted]  [redacted]                      9 Z 3 0 G G 4 7 W          A F   F    5  2      3 B

1 2 3 4 5 6 7 8 9 60  1 2 3 4 5 6 7 8 9 70  1 2 3 4 5 6 7 8 9 80  1 2 3 4 5 6 7 8 9 90  1 2 3 4 5 6 7 8 9 100
        K 2 2       1  L       F 7  2 W 7 2 9    3 V A  U J        F W              S  N 1

1 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120 1 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150
F A H 0   0  B      2   A 2 0 0 A     N 2 N V                                  8 0 M 1 6 E R 0 0

1 2 3 4 5 6 7 8 9 160
1
```

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Status ALL

Type ALL

VIN 1FAHP3FN0AW[redacted]

Search

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

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

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	BCBEV007 NHL			**Received:**	03/02/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,FOCUS (NA) ,SE ,4 DOOR ,SEDAN ,1FAHP3FN0AW[redacted]			**Build Date:**	08/14/2009
Odometer :	35,374 M	**Engine:**	2.0L 4V	**Calibration:**	AAU1BA0A
Transmission:	FN 4SPD	**Axle:**	3.34 RATIO	**A/C:**	YES
Dealer:	USA 09149 Perry Ford of National City			**Phone#:**	(619) 477-2711
City:	National City	**State:**	California	**Country :**	USA

Originator: ROGER WATSON

Symptom: 4 46 1 87 ST/RN/MV,FLUIDS,ENGINE OIL,LEAK

Status:

VFG: V44 POWERTRAIN MALFUNCTION

Additional Symptom: LEAK BEHIND IDLER PULLEY

Fix: **Causal Component :**

Condition Code:

Hotliner: MSCHMILL **Phone:** **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: ROGER WATSON **Phone:** 000 000-0000 **Title Cde:** T

KOEO:
KOEC:
KOER:
Comments:

REPAIR 03/02/2011 07:25PM MSCHMILL
WEB FORM DATA - CONCERN: OIL LEAK DIAGNOSTICS: DYE IN OIL PARTS REPLACED:: RESEALED FRONT ENGINE COVER TECH QUESTION: AFTER CLEANING PUTTING DYE IN OIL AND TEST DRIVING, WE HAD DYE AT FRONT COVER JOINT TO HEAD. AFTER REPAIR STILL HAS SLIGHT OIL LEAK CLEANED AND CHECK FOR DYE AGAIN AND HAVE FOUND OIL SEAPING THOURGH BLOCK BEHIND NEAR IDLER PULLY. QUESTION IS WHAT IS PROPER REPAIR? SHORT BLOCK?? THANK PLEASE LIST ANY OIL LEAKS, OR TYPE NONE. BLOCK POROSITY IS THE OIL PRESSURE TOO HIGH OR LOW? GOOD

RECOMM 03/02/2011 07:25PM MSCHMILL
ROGER, IF CONFIDENT THE OIL IS LEAKING FROM THE BLOCK SHORT BLOCK OR LONG BLOCK REPLACEMENT WILL BE REQUIRED. FILL OUT THE COST CAP TOOL FOR SHORT BLOCK REPLACEMENT. IF IT STATES TO REPAIR REPLACE THE SHORT BLOCK (6009) TO REPAIR.

ADD-ON 05/18/2011 03:00PM MARYPAT CALLAHAN PTO - ENG - DBRN ENG PLT
AT DEFTP, #G40, 700 TAG #244642382

TEARDN 06/09/2011 12:23PM MARYPAT CALLAHAN PTO - ENG - DBRN ENG PLT
PRESSURE CHECKED, FOUND NO LEAK BEHIND IDLER PULLEY, UNABLE TO DO FUTHER ROOT CAUSE ANALYSIS DUE TO ONLY HAVING SHORT BLOCK

AUDIT 07/02/2011 11:04AM
SYMPTOM 4 01 8 41 CHANGED TO 4 46 1 87 BY CS012093

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Server: FCWS686

Server: **AWS Prod**
Claims loaded through: **13-DEC-2011**

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 14-DEC-11
Note: All Costs are in US Dollars Server Name: AWS Prod Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FAHP3FN0AW[redacted]	AK	C/AU	F	C/FC	*	C/A	AZ	C/D2	C/H4	14-AUG-2009	08-SEP-2009	172729	USA	15	1D01	*	6710	*	F04	S11	V44	L65	D1

AWS Claim Key: 1380113 **Doc #:** 25424901 **Trx Code:** E84 **Labor Hrs:** 2.4 **Labor Cost:** 263.65 **Material Cost:** 45 **Total Cost:** 308.65

Dlr Cd-Sub Cd: 00359-* **Name:** SOUTH BAY FORD LINCOLN **Ph:** 310-6440211 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**08-NOV-2010 **DIST(Mile):**29119

Cust Comments: CHECK ON OIL LEAK

Tech Comments: PERFORMED INSPECTION FOUND OIL LEAKING FROM ENGINE. PER FORMED ENGINE OIL DYE TEST, CLEANED AND DROVE FOR 5 MILE CHECKED FOR LEAKS WITH BLACK LIGHT FOUND ENGINE OIL LEAKING FROM OIL PAN GASKET REMOVED AND RESEALED ENGINE OIL PAN, RETEST FOR LEAKS NONE FOUND AT THIS TIME.

1FAHP3FN0AW[redacted]	AK	C/AU	F	C/FC	*	C/A	AZ	C/D2	C/H4	14-AUG-2009	08-SEP-2009	172729	USA	18	1D01	*	6710	*	F04	S11	V44	L65	D8

AWS Claim Key: 1814038 **Doc #:** 23894401 **Trx Code:** E84 **Labor Hrs:** 2.4 **Labor Cost:** 223.81 **Material Cost:** 18.96 **Total Cost:** 242.77

Dlr Cd-Sub Cd: 09149-* **Name:** PERRY FORD OF NATIONAL CITY **Ph:** 619-4772711 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**09-FEB-2011 **DIST(Mile):**34616

Cust Comments: VEH HAS AN ENG OIL LEAK DIAGNOSE AND PROVIDE ESTIMATE FOR REPAIRS

Tech Comments: VERIFIED CONCERN PERFORMED ENGINE OIL DYE TEST WITH BLACK LIGHT FOUND FRONT RIGHT CORNER AT OIL PAN GASKET LEAKING. REPLACED OIL PAN GASKET, CLEANED AND RE SEAL OIL PAN PERFORMED RE TEST TO VERIFY REPAIR

1FAHP3FN0AW[redacted]	AK	C/AU	F	C/FC	*	C/A	AZ	C/D2	C/H4	14-AUG-2009	08-SEP-2009	172729	USA	18	2E03	8S4Z	9E926	B	F04	S11	V52	D41	42

AWS Claim Key: 1926355 **Doc #:** 23960001 **Trx Code:** S07 **Labor Hrs:** 1.2 **Labor Cost:** 111.92 **Material Cost:** 363.52 **Total Cost:** 475.44

Dlr Cd-Sub Cd: 09149-* **Name:** PERRY FORD OF NATIONAL CITY **Ph:** 619-4772711 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**23-FEB-2011 **DIST(Mile):**34747

Cust Comments: CUST STATES ERRACTIC IDLE

Tech Comments: PERFORMED EEC TEST PASS. KOER KOEO PASS, SYMPTOM CHART# 1 DCL DISPLAY CHECK PIDS FOUND RPM FUNCTUATES SO DOES ECT TRIM 4.1 PIN POINT TEST DV CHECK WIRING AND TP RESISTANCE,FOUND ERRATIC T BODY HTLNE CONTACT# 104392988 TO REPLACETHROTTLE BODY AND MAF SENSOR AS PER HTLNE AND CLEARED CODES, AND PERFORMED RE TEST AND ROAD TEST TO VERIFY REPAIR

1FAHP3FN0AW[redacted] AK C/AU F C/FC * C/A AZ C/D2 C/H4 14-AUG-2009 08-SEP-2009 172729 USA 18 1D01 9ESZ 6700 A F04 S11 V44 L65 D8

AWS Claim Key: 1907242 **Doc #:** 23960002 **Trx Code:** E84 **Labor Hrs:** 4.1 **Labor Cost:** 382.33 **Material Cost:** 15.39 **Total Cost:** 397.72

Dlr Cd-Sub Cd: 09149-* **Name:** PERRY FORD OF NATIONAL CITY **Ph:** 619-4772711 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**23-FEB-2011 **DIST(Mile):**34747

Cust Comments: CUST STATES RUBBER BURNING SMELL FROM VENTS

Tech Comments: VERIFIED CONCERN PERFORMED ENGINE OIL DYE TEST WITH BLACK LIGHT FOUND FRT ENGINE COVER LEAKING REPLACED FRT COVER GASKET AND RE SEAL PERFORMED RE TEST TO VERIFY REPAIR

1FAHP3FN0A[redacted] AK C/AU F C/FC * C/A AZ C/D2 C/H4 14-AUG-2009 08-SEP-2009 172729 USA 19 5J01 9S4Z 18124 E F05 S05 V39 N50 01

AWS Claim Key: 2001509 **Doc #:** 23991801 **Trx Code:** E84 **Labor Hrs:** .6 **Labor Cost:** 55.95 **Material Cost:** 82.02 **Total Cost:** 137.97

Dlr Cd-Sub Cd: 09149-* **Name:** PERRY FORD OF NATIONAL CITY **Ph:** 619-4772711 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**02-MAR-2011 **DIST(Mile):**35374

Cust Comments: CUST STATES CLUNK NOISE FROM RIGHT FRONT OVER BUMPS IN ROAD

Tech Comments: VERIFIED HEARD NOISE USED CHASSIS EARS TO PIN POINT FOUND NOISE FROM R F STRUT REMOVED STRUT TO INSPECT FOUND LINK BROKEN UPON REMOVAL REPLACED STRUT, SWAY BAR LINK, AND PERFORMED ROAD TEST TO VERIFY REPAIR

1FAHP3FN0AW[redacted] AK C/AU F C/FC * C/A AZ C/D2 C/H4 14-AUG-2009 08-SEP-2009 172729 USA 19 1A03 6S4Z 6009 BB F04 S11 V44 L65 D1

AWS Claim Key: 2018249 **Doc #:** 23991805 **Trx Code:** E84 **Labor Hrs:** 14.5 **Labor Cost:** 1352.13 **Material Cost:** 1765.24 **Total Cost:** 3592.37

Dlr Cd-Sub Cd: 09149-* **Name:** PERRY FORD OF NATIONAL CITY **Ph:** 619-4772711 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**02-MAR-2011 **DIST(Mile):**35374

Cust Comments: VEH HAS AN ENG OIL LEAK DIAGNOSE AND PROVIDE ESTIMATE FOR REPAIRS

Tech Comments: ADD ON REPAIR ENGINE OIL LEAK, HOTLINE CONTACT# 104404766, CLEANED AND DYE IN OIL AND ROAD TEST WE HAD DYE AT FRT COVER JOINT TO HEAD, AFTER STILL HAS OIL LEAK. SUBMIT ON REPLACED THE SHORT BLOCK AND ALL GASKETS, CHANGED OIL AND FILTER, RE SEAL COVER, TRANSFER COMPONETS AND PERFORMED ROAD TEST TO VERIFY REPAIR

1FAHP3FN0AW[redacted] AK C/AU F C/FC * C/A AZ C/D2 C/H4 14-AUG-2009 08-SEP-2009 172729 USA 19 5Q03 9S4Z 3E764 A F02 S10 V87 N58 42

AWS Claim Key 2001508 **Doc #:** 23991804 **Trx Code:** E84 **Labor Hrs:** .5 **Labor Cost:** 46.63 **Material Cost:** 68.81 **Total Cost:** 115.44

Dlr Cd-Sub Cd: 09149-* **Name:** PERRY FORD OF NATIONAL CITY **Ph:** 619-4772711 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**02-MAR-2011 **DIST(Mile):**35374

Cust Comments ADD ON POWER STEEING NOISY

Tech Comments VERIFIED CONCERN PERFORMED INSPECTION FOUND LOW ON FLUID FOUND RESERVOIR LEAKING REPLACED PWR STEERING RESERVOIR AND PERFORMED RE CHECK TO VERIFY REPAIR

1FAHP3FN0AW[redacted] AK C/AU F C/FC * C/A AZ C/D2 C/H4 14-AUG-2009 08-SEP-2009 172729 USA 24 1G02 4S4Z 8501 AA F04 S11 V45 E23 42

AWS Claim Key 2819972 **Doc #:** 24718101 **Trx Code:** E95 **Labor Hrs:** 1.4 **Labor Cost:** 134.72 **Material Cost:** 90.29 **Total Cost:** 225.01

Dlr Cd-Sub Cd: 09149-* **Name:** PERRY FORD OF NATIONAL **Ph:** 619-4772711 **St:** CA **Ctry** USA **Reg Cd:** NA **Repr Date:**08-AUG-2011 **DIST(Mile):**41508

CITY Cd:

Cust Comments: VEH OVERHEATS DIAGNOSE AND PROVIDE ESTIMATE FOR REPAIRS

Tech Comments: VERIFIED CONCERN PERFORMED COOLING SYSTEM PRESSURE TEST FOUND WATER PUMP LEAKING REPLACED WATER PUMP AND ADDED COOLANT AND RE FILL AND PERFORMED RE TEST TO VERIFY REPAIR

1FAHP3E N0AW[redacted] AK C/AU F C/FC * C/A AZ C/D2 C/H4 14-AUG-2009 08-SEP-2009 172729 USA 27 2E03 8S4Z 9E926 B F04 S11 V29 E29 42

AWS Claim Key: 3670363 **Doc #:** 00524501 **Trx Code:** S07 **Labor Hrs:** 1.2 **Labor Cost:** 115.48 **Material Cost:** 204.88 **Total Cost:** 320.36

Dlr Cd-Sub Cd: 09149-* **Name:** PERRY FORD OF NATIONAL CITY **Ph:** 619-4772711 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 09-NOV-2011 **DIST(Mile):** 44711

Cust Comments: CUSTOMER STATES CHECK ENGINE LIGHT IS ON CHECK AND ADVISE

Tech Comments: REPLACED THROTTLE BODY CLEARED CODES AND PERFORMEDRE TEST AND ROAD TEST TO VERIFY REPAIR

1FAHP3E N0AW[redacted] AK C/AU F C/FC * C/A AZ C/D2 C/H4 14-AUG-2009 08-SEP-2009 172729 USA 27 6Y20 * TAP1 * F09 SXX V99 A99 82

AWS Claim Key: 3818621 **Doc #:** 00558405 **Trx Code:** TAP1 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 240

Dlr Cd-Sub Cd: 09149-* **Name:** PERRY FORD OF NATIONAL CITY **Ph:** 619-4772711 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 17-NOV-2011 **DIST(Mile):** 44827

Cust Comments: CUSTOMER IN RENTAL VEHICLE

Tech Comments: EIGHT DAYS OF TAP VEHICLE PROVIDED FOR REPAIRS

1FAHP3E N0AW[redacted] AK C/AU F C/FC * C/A AZ C/D2 C/H4 14-AUG-2009 08-SEP-2009 172729 USA 27 1G02 4S4Z 8501 AA F04 S11 V45 L87 42

AWS Claim Key: 3802229 **Doc #:** 00558406 **Trx Code:** E95 **Labor Hrs:** 1.4 **Labor Cost:** 134.72 **Material Cost:** 90.29 **Total Cost:** 225.01

Dlr Cd-Sub Cd: 09149-* **Name:** PERRY FORD OF NATIONAL CITY **Ph:** 619-4772711 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 17-NOV-2011 **DIST(Mile):** 44827

Cust Comments: COOLANT LEAK FROM FRONT OF ENGINE

Tech Comments: REPLACED WATER PUMP AND REFILL WITH COOLANT, PERFORMED RE TEST TO VERIFY REPAIR

1FAHP3E N0AW[redacted] AK C/AU F C/FC * C/A AZ C/D2 C/H4 14-AUG-2009 08-SEP-2009 172729 USA 27 2G02 1S7Z 6C315 AAA F04 S11 V29 E29 42

AWS Claim Key: 3802228 **Doc #:** 00558403 **Trx Code:** S07 **Labor Hrs:** 1.3 **Labor Cost:** 125.1 **Material Cost:** 52.81 **Total Cost:** 227.61

Dlr Cd-Sub Cd: 09149-* **Name:** PERRY FORD OF NATIONAL CITY **Ph:** 619-4772711 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 17-NOV-2011 **DIST(Mile):** 44827

Cust Comments: CUST STATES CHECK ENGINE LIGHT CAME ON AND ENGINE WOULD ACCELERATE

Tech Comments: REPLACED CONTAMINATED CRANK POSTION CLEAR CODE ANDPERFORMED RE TEST TO VERIFY REPAIR

Any comments? You can contact

webmaster

PE13-003 000400LCPV

DEALER 72W 729 VIN 1FAHP3FN0AW[redacted]

		Suggested Retail Price	Invoice Amount
	2010 FOCUS 4-DOOR SEDAN SE	16875.00	15711.00
	SPECIAL DEALER ACCOUNT ADJUSTM		676.00-
	2010 MODEL YEAR		
UJ	STERLING GREY METALLIC		
FW	CHARCOAL BLACK CLOTH SEATS		
	INCLUDED ON THIS VEHICLE		
	RAPID SPEC 200A		
	OPTIONAL EQUIPMENT		
99N	.2.0L DOHC I4 ENGINE	NC	NC
442	AUTOMATIC TRANSMISSION	815.00	709.00
T3B	.P195/60R15 BSW TIRES	NC	NC
425	50 STATE EMISSIONS	NC	NC
	SPCL. DLR. ACCT. ADJ. CR.		24.00-
	TOTAL OPTIONS	815.00	685.00
	TOTAL VEHICLE & OPTIONS	17690.00	15720.00
	DESTINATION & DELIVERY	695.00	695.00
	TOTAL FOR VEHICLE	18385.00	
	03 U.S. GAL FUEL CHARGE		8.01
	LONG TERM RENTAL - 56K		500.00-
	56K - POTENTIALLY ELIGIBLE		
	FOR LONG TERM RENTAL		
	NET INVOICE FLEET OPTION (B4A)		7.00
	FLEET P.O. NUMBER 54084265		
	SHIPPING WEIGHT 2588 LBS.		
	TOTAL	18385.00	15930.01

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

Sold to

Marty Franich Ford/Enterprise 72W729
EAN Holdings
Tulsa OK 74117

Order Type	Ramp Code	Batch ID	Price Level
9Z	RK24	9H071	015

Ship to (if other than above)

National Car Rntl - Las V88172
6855 Bermuda Road
Las Vegas NV 89119

Date inv. Prepared	Item Number	Transit Days
08 07 09	72-G47W	21

Ship Through

Invoice & Unit Identification NO.	Final Assembly Point	Finance Company and/or Bank
1FAHP3FN0A[redacted]	WAYNE	Ford Motor Credit 000001

Total Holdback	Invoice Total	A & Z Plan	D Plan	X Plan
	15930.01			

This invoice to be used for the billing of vehicles only

Dealer's copy

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

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

Download Options

Add Comments Previous Next Save Mail Report

Report Detail Section : View Details Attachments: 0

Report# :	BBYB8009 NHL			**Received:**	02/25/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,FOCUS (NA) ,SE ,4 DOOR ,SEDAN ,1FAHP3FN0AW[redacted]			**Build Date:**	08/14/2009
Odometer :	45,005 M	**Engine:**	2.0L 4V	**Calibration:**	AAU1BA0A
Transmission:	FN 4SPD	**Axle:**	3.34 RATIO	**A/C:**	YES
Dealer:	USA 09149 Perry Ford of National City			**Phone#:**	(619) 477-2711
City:	National City	**State:**	California	**Country :**	USA

Originator: VICTOR WARREN

Symptom: 5 54 3 39 DRV PERF,LACK/LOSS PWR ,CRUISE/STEADY,INTERMITTENT

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: WRENCH LIGHT P2112

Fix: **Causal Component :**

Condition Code:

Hotliner: PJACOB45 **Phone:** 000 000-0000 **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: VICTOR WARREN **Phone:** 000 000-0000 **Title Cde:** T

KOEO:

KOEC: P2112 P2111 P061B

KOER:

Comments:

REPAIR 02/25/2011 11:48AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: ERRATIC IDLE DIAGNOSTICS: CONFIRMED CONCERN(ETC TRIM FLUCTUATES AS IDLE DOES AND AT IDLE=4.1 *) PARTS REPLACED:: THROTTLE BODY TECH QUESTION: AFTER REPLACING THROTTLE BODY-TWICE HAS LOST POWER WITH WRENCH LIGHT ON NOW HAS CODE-P2112 HAVE DOUBLE CHECKED WIRING,CONNECTERS,AND LOAD TEST CIRCUITS FORM TBODY TO PCM(LESS THAN (0.1V) ANY KNOWN CONCERNS?POSSIBLE DEFECTIVE TBODY?

RECOMM 02/25/2011 11:48AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
VICTOR, A DEFECTIVE THROTTLE BODY WOULD NOT BE THE MOST LIKELY CAUSE. VERIFY BY MONITORING THE ETC_ACT AND ETC_DSD PID'S DURING THE CONCERN. IF THE DIFFERENCE BETWEEN THE TWO IS LESS THAN 3 DEGREES, A CONCERN IS NOT PRESENT WITH THE THROTTLE BODY. RECOMMEND TO CHECK ALL MODULES FOR DTC'S, IF NOT ALREADY DONE. VERIFY THAT THE AIR INLET SYSTEM AND THE AIR FILTER ARE SECURE AND FIT PROPERLY. INSPECT THE MAF SENSOR FOR CONTAMINATION. IF NO PROBLEM IS FOUND, RECOMMEND TO REPLACE THE MAF SENSOR AND RETEST.

AUDIT 07/02/2011 11:04AM
SYMPTOM 6 98 2 98 CHANGED TO 2 27 Q 00 BY CS012093

REPAIR 11/28/2011 01:14PM CASEY WAGONER MSS - FCSD - TECH SVC HOTLINE
DESCRIPTION OF VEHICLE CONCERN: CHECK ENGINE AND WRENCH LIGHT COME ON AND HAS LOSS OF POWER WHEN OCCURS-NO THROTTLE PLATE MOVEMENT(FAIL SAFE MODE) AFTER A FEW ATTEMPTS WILL RESTART AND RUN NORMALLY COCNERN WILL HAPPEN VERY RANDOMLY(HAVE DRIVEN UP TO 200 MILES BEFORE REOCCURING) DIAGNOSTICS ALREADY COMPLETED: PERFORM PINPOINT TEST DV-LEAD TO THROTTLE BODY REPLACEMENT REPLACED THROTTLE BODY AND REOCCURS PERFORM VOLTAGE DROP TEST OVER ALL TBODY/CRANK SIGNAL CIRCUITS TO PCM AFTER

NOT FINDING ANY CONCERNS WITH WIRING PARTS REPLACED: THROTTLE BODY AND WATER PUMP (WAS LEAKING ON CRANK SENSOR WIRING) TECH'S QUESTION: ANY KNOWN CONCERNS (SUSPECT PCM AT THIS POINT HAVING CHECKED ALL WIRING WITHOUT ANY ISSUES?)

RECOMM **11/28/2011 01:14PM CASEY WAGONER MSS - FCSD - TECH SVC HOTLINE**
VICTOR, PLEASE CLOSELY INSPECT THE PINS FOR THE THROTTLE BODY AND PCM CONNECTORS AND MAKE SURE THERE ARE NO PINS THAT ARE DAMAGED OR SPREAD. PLEASE INSPECT THE AIR INLET SYSTEM FOR SIGNS OF DAMAGE OR MODIFICATION. PLEASE MAKE SURE THAT THE AIR FILTER IS OEM. PLEASE MONITOR MAF_V AND MAKE SURE THAT IT IS INDICATING 0.7-0.9V AT IDLE AND OVER 4V AT WOT. VERIFY THAT BARO IS READING NORMAL WHEN COMPARED TO OTHER VEHICLES IN YOUR AREA. ALSO MONITOR MAP AND MAKE SURE THAT IT IS APPROXIMATELY 5 PSI. THIS WOULD BE ROUGHLY THE EQUIVALENT TO 20 INCHES OR VACUUM. PLEASE COMPARE WITH A MECHANICAL VACUUM GAUGE. IF THERE ARE NO CONCERNS WITH THE LOAD INPUTS, AND THE THROTTLE BODY AND WIRING HAVE BEEN DETERMINED TO BE GOOD, IT IS POSSIBLE THAT THE PCM IS CAUSING THIS CONCERN. THE ONLY PAST REPORTS OF THIS ISSUE HAVE BEEN RESOLVED WITH REPLACEMENT OF THE THROTTLE BODY.

AUDIT **11/28/2011 01:14PM CASEY WAGONER MSS - FCSD - TECH SVC HOTLINE**
SYMPTOM 2, 27, Q, 00 CHANGED TO 5, 54, 3, 39 BY CWAGONE1

AUDIT **11/28/2011 01:14PM CASEY WAGONER MSS - FCSD - TECH SVC HOTLINE**
ODOMETER 34747 M CHANGED TO 45005 M BY CWAGONE1

REPAIR **12/01/2011 03:38PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE**
FOUND SPREAD OUT TERMINALS AT THROTTLE BODY REPLACED CONNECTER AND FIXED CONCERN-THANKS

Download Options

RECOMM **12/01/2011 03:38PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE**
VICTOR, THANK YOU FOR THE UPDATE AND YOU ARE WELCOME. IF FURTHER ASSISTANCE IS NEEDED PLEASE UPDATE THIS REQUEST.

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

Add Comments Previous Next Save Mail Report

Server: **AWS Prod**
Claims loaded through: **13-DEC-2011**

Vehicle Information Report

GENERAL VEHICLE INFORMATION: (Related Claims) (QLS Concerns)

VIN:	1FAHP3FN0AW[redacted]	**Vehicle Line WERS:**	C/AU - FOCUS (CW170) - N.A [04-11]	**Engine:**	C/H4 - 2.0L 91 RON DURATEC HE
Model Year:	2010	**Vehicle Line AWS:**	AK - FOCUS	**Global Engine:**	E1315 - DURATEC-HE GAS I4 (2.(
Vehicle Type:	C	**Vehicle Line Global:**	AU - FOCUS (LESS SVT) (NA)	**Engine Plant:**	EN13 - DEARBORN
Inv. Dealer:	88172	**Drive Code:**	C/A - 2 WHL L/H FRONT DRIVE	**Transmission:**	C/D2 - 4 SPD AUTO VANDYKE F1
Vehicle Status Code:	800	**Body Cab Style:**	C/FC - 4 DOOR SEDAN-6 LITE	**Global Trans:**	A1101 - AT - 4F27E/FN - VDP
Market Derived:	F - FORD	**Version/Series:**	* - [N/A]	**Trans Plant:**	AT11 - A/T VAN DYKE

BUILD INFORMATION:

Region Built:	NA - NORTH AMERICA	**Assembly Plant:**	AZ - WAYNE PLANT BUILD	**Vehicle Load Date:**	21-AUG-2009
Country Built:	USA - UNITED STATES	**Production Date:**	14-AUG-2009		

SALE INFORMATION:

Region Sold:	NA - NORTH AMERICA	**Arrival Date:**	08-SEP-2009	**Red Carpet Lease:**	*
Country Sold:	USA - UNITED STATES	**Sale Date:**	29-AUG-2009	**Fleet/Retail/Co. Lease:**	F
Vehicle Count Flag:	Y	**Warranty Start Date:**	08-SEP-2009	**Modified Vehicle:**	*
Selling Dealer St/Prov:	CA	**Original WSD:**	29-AUG-2009	**Warranty Status Ind:**	*
Selling Dealer [code]:	MARTY FRANICH FORD LINCOLN, INC [172729 - *]			**Vehicle Export Flag:**	N

VOC:

```
---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0---------1---------2---------3---------4---------5---------6---------
P3FAW115267          9Z30GG47W      AF F 5 2   3B      K22   1 L    F72W729  3VAUJ     FW       S N1FAH0 0 B  2  A200A  N2NV                 80M16ER001
```

EOC:

```
---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0---------1---------2---------3---------4---------5---------6---------
```

INSTALLED OPTION INFORMATION:

Air Conditioning:	C/B - MANUAL AIR CONDITIONER	**Color(Trim):**	000DW - CHARCOAL BLACK	**Navis Engine Serial #:**	060905035280
Alternator Amp Rating:	*	**Delivery Type:**	4	**Paint:**	PN3KD - STERLING GRAY MET
Audio Disk:		**Driveshaft Code:**	*	**Power Antenna:**	* - [N/A]

Axle Ratio:	EGAFJ - 3.34 FINAL DRIVE RATIO	**Front Seat:**	C/A - SEAT-SPORT-DRV/PASS	**Radio:**	D2 -
Axle Type:	* - [N/A]	**Fuel Type:**	AF - UNLEADED FUEL CAPABILITY	**Sound System:**	* - [N/A]
Battery Amp Rating:	A	**Fuel Type Engine:**	G - Gas	**Tire Manufacturer:**	HA - HANKOOK
Brake Code:	* - [N/A]	**GVW Class Code:**	H	**Tire Brand:**	CFPDFH - Optimo H725
Brake Code(Service):	* - [N/A]	**Instrumentation:**	AJ - HIGH SERIES ANALOG CLUSTER	**Tire Size:**	D3GBB - P195/60R 15T BSW (87
Calibration Code:	AAU1BA0A	**Mirror(Driver Side):**	AD - DRIVER POWER MIRROR	**Traction Control:**	* - [N/A]
Color(Accent):	* - [N/A]	**Mirror(Psngr Side):**	AD - PASS POWER CONVEX MIRROR		

TRACEABILITY INFORMATION

Trace Commodity	Trace Full Number
CLC -	JET006022
DA - DRIVER AIRBAG	TFB8205X200D8
DS - DRIVER SIDE AIRBAG/CURTAIN	T2VN216X12037
EN - ENGINE	E1412 04060905035280 JG 170 AA
LF - LEFT FRONT TIRE	BJCFPDFH2009C1X2J
LR - RIGHT INBOARD TIRE (FOR DUAL WHEELS)	BJCFPDFH2109BRP8Y
PA - PASSENGER AIRBAG	T1UH211X1AAC0015
PS - PASSENGER SIDE AIRBAG/CURTAIN	T1VL217X12421
RF - RIGHT FRONT TIRE	BJCFPDFH2109BRPXL
RR - RIGHT REAR TIRE	BJCFPDFH2109BRPTH
SR - SATELLITE RADIO	SAT 030934640766
ST - SPARE TIRE	7FPT_ABC2209HBMYK
TR - TRANSMISSION	A4930 11080992231282 8S4P 7000 FA

TIRE DOT INFORMATION:

LF:	BJCFPDFH2009	**RF:**	BJCFPDFH2109
LR:	BJCFPDFH2109	**RR:**	BJCFPDFH2109
LI:	*	**RI:**	*
SPARE:	7FPT_ABC2209	**DOT Plant Manufacturer:**	BJ - JIANGSU HANTA TIRE RADIAL PLANT ; HUAIYIN, JIANGSU ; * ; CHINA

ESP INFORMATION:

ESP Code:
ESP Coverage(Miles):
ESP Coverage(Time):
ESP Plan Year:
ESP Signature Date:

EMISSIONS INFORMATION:

*	**Emission Code:**	DGAAE - 50 STATE EMISSION REQS
*	**Emission Cert Type:**	
*	**Emission Decal Suffix:**	THK
*	**Engine Family:**	AFMXV020VDX - 2010 2 0L FOCUS

Any comments? You can contact

98515

webmaster

PE13-003 000408LCPV

[redacted]

CT Corporation

Service of Process Transmittal

03/07/2012
CT Log Number 520099789

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

RE: **Process Served in Georgia**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Summons, Entry of Service, Complaint, Interrogatories, Requests, Amended Complaint
COURT/AGENCY:	State Court of Cobb County, GA Case # 2010 A 6705
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - 2010 Lincoln MKZ - VIN 3LNHL2GC9AA[redacted]
ON WHOM PROCESS WAS SERVED:	The Corporation Company, Marietta, GA
DATE AND HOUR OF SERVICE:	By Process Server on 03/07/2012 at 11:50
JURISDICTION SERVED :	Georgia
APPEARANCE OR ANSWER DUE:	Within 30 days, exclusive of the day of service
ATTORNEY(S) / SENDER(S):	Alex Simanovsky, Esq. Alex Simanovsky & Associates LLC 2300 Henderson Mill Road Suite 300 Atlanta, GA 30345 770-414-1002
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 798142536285 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	The Corporation Company Amy McLaren 328 Alexander Street Suite 10 Marietta, GA 30060 800-592-9023

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

Civil Action No. 12A 690-5

Date Filed _____

State Court ☐
Magistrate Court ☐
Georgia, [redacted] County
COBB

Attorney's Address

Alex Simanovsky & Associates
2300 Henderson Mill Road
Suite 300
Atlanta, Georgia 30345

Name and Address of Party to be Served

Ford Motor Company
Corporation Process
~~180 Cherokee Street NE~~, 328 ALEXANDER SUITE 10
Marietta, GA 30060

_____
Plaintiff

VS.

_____

_____
Defendant

_____

_____
Garnishee

MARSHAL/SHERIFF'S ENTRY OF SERVICE

PERSONAL ☐ I have this day served the defendant _____ personally with a copy of the within action and summons.

RESIDENCE I have this day served the defendant _____ by leaving a copy of the action and summons at (his)(her) dwelling house or ususal place of abode with a person of suitable age and discretion residing therein; delivered same into hands of _____ described as follows: age, about _____ years; weight, about _____ pounds; height, about _____ feet and _____ inches, domiciled at the residence of defendant.

CORPORATION ☐ Served the defendant _____ by leaving a copy of the within action and summons with _____ in charge of the office and place of doing business of said Corporation in this County.

TACK & MAIL ☐ I have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the premises designated in said affidavit, and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an envelope properly addressed to the defendant(s) at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s) to answer said summons at the place stated in the summons.

NON EST ☐ Diligent search made and defendant _____ not to be found in the jurisdiction of this Court.

This _____ day of _____, 20____.

_____
Deputy

SHERIFF DOCKET _____ PAGE _____

marshalservice/2001

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

RONALD COLE,

Plaintiff.

v.

FORD MOTOR COMPANY,

Defendant.

Civil Action No. 2012 A670-5

JURY TRIAL DEMAND

$245 COST PAID

SUMMONS

TO THE ABOVE NAMED DEFENDANT:

Ford Motor Company
328 Alexander St
Suite 10
Marietta GA 30060

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

Alex Simanovsky & Associates
2300 Henderson Mill Rd.
Suite 300
Atlanta GA 30345

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 23 day of Feb, 2012.

CLERK OF STATE COURT
COBB COUNTY

By: Diana Webb
Deputy Clerk

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

12 FEB 23 AM 9:38
DIANE B. WEBB
STATE COURT CLERK-13

MOSES KING,

Plaintiff.

v.

FORD MOTOR COMPANY,

Defendant.

Civil Action No.
2012 A 670-5

JURY TRIAL DEMAND

COMPLAINT

COMES NOW, RONALD COLE, Plaintiff in the above-styled action, by and through Plaintiff's undersigned attorneys, and hereby files Plaintiff's Complaint against Defendant, FORD MOTOR COMPANY, and shows this Honorable Court as follows:

STATEMENT OF JURISDICTION AND VENUE

1. RONALD COLE, (hereafter "Plaintiff") is an individual, who at all times relevant hereto has resided in the State of Georgia.

2. Defendant, FORD MOTOR COMPANY (hereafter "Manufacturer"), is a Georgia Corporation/foreign Corporation authorized to do business in the State of Georgia, 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 through a system of authorized dealerships.

3. Manufacturer may be served through its registered agent: Corporation Process, 180 Cherokee Street NE, Marietta, GA 30060. Manufacturer is therefore subject to the jurisdiction of this Court.

4. Venue is proper in Cobb County, as Manufacturer's statutory agent is properly

registered there or in the alternative venue is proper in Cobb County for the following additional reasons:

a. Manufacturer does business in each county in Georgia as it injects its vehicles into the stream of commerce in each county by way of distributing its vehicles to authorized dealers/agents located within each county.

b. Manufacturer advertises its vehicles for sale through a nationwide marketing program that is intended to reach consumers located within each county of Georgia.

c. Manufacturer enters into sales and servicing agreements with its authorized dealers that are located in numerous counties of the State of Georgia including the county wherein this lawsuit was filed.

d. Manufacturer's authorized dealers are sales and servicing agents for Manufacturer. As such, Manufacturer by and through its sales and servicing agents maintain places of business in numerous counties of the State of Georgia including the county wherein this lawsuit was filed. As the principal for its sales and servicing agents ("authorized dealers"), Manufacturer requires its authorized dealers to display Manufacturer's logo on each authorized dealer's sign outside the dealer. Manufacturer requires its authorized dealers to seek authorization for performing repairs as covered by Manufacturer's warranty. Manufacturer reimburses its authorized dealers for repairs covered by Manufacturer's warranty. Manufacturer requires its authorized dealers to provide its customers with Manufacturer's written warranty when a new vehicle is sold by Manufacturer's authorized dealer. Finally, Manufacturer supervises each and every authorized dealer through a system of zone offices that is set up to monitor dealerships located within each respective county of the State of Georgia.

STATEMENT OF FACTS

5. On or about January 24, 2011 Plaintiff purchased a 2010 Lincoln MKZ (VIN # 3LNHL2GC9AR660153) (hereafter "vehicle") for valuable consideration.

6. Plaintiff's vehicle is manufactured and/or distributed by Manufacturer through its authorized dealers as described above for valuable consideration.

7. The price of the vehicle, including registration charges, document fees and sales tax, but excluding other collateral charges, such as bank and finance charges, totaled more than $50,909.60.

8. In consideration for the purchase of the Vehicle, Manufacturer issued and provided Plaintiff a written warranty, including three year (3) or thirty-six thousand (36,000) mile bumper-to-bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet.

9. Plaintiff took possession of the vehicle on January 24, 2011.

10. Shortly after taking possession of the vehicle, Plaintiff experienced various defects in the vehicle, including, but not limited to, defects in the following components of the vehicle:

a) Engine;

b) Electrical;

c) Stalling;

d) Windshield Wipers;

e) Body;

f) and other defects identified on the repair receipts generated by Manufacturer's authorized repair facilities/dealers.

11. These defects are items specifically covered by the terms of Manufacturer's written warranty identified above and these defects render the vehicle unfit for its ordinary purpose.

12. Manufacturer by and through its authorized dealers was unable to repair the vehicle after being afforded a reasonable number of attempts or reasonable opportunity to cure the defects in the vehicle.

13. As a result of the defects in the vehicle and Manufacturer's inability to repair the vehicle, Plaintiff justifiably lost confidence in the vehicle's reliability.

14. The value of the vehicle has been substantially impaired to Plaintiff.

15. The defects were not and could not have been reasonably discovered by Plaintiff prior to Plaintiff's purchase of the vehicle.

16. As a result of the defects and Manufacturer's inability to cure, Plaintiff revoked acceptance of the vehicle.

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

18. Manufacturer refused Plaintiff's demand for revocation and the corresponding remedies to which Plaintiff is entitled under the law.

19. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure (a) to comply with the provisions of the written warranty and (b) to provide Plaintiff with a merchantable vehicle.

20. Specifically, in addition to the value of the vehicle being impaired due to its defects, Plaintiff suffered aggravation and inconvenience by being forced to use and operate a vehicle fraught with defects in addition by being forced to rearrange Plaintiff's personal affairs to tender the vehicle for repair. Plaintiff also was without the beneficial use of the vehicle during the time it was

tendered for repair and/or unable to be operated to its fullest extent due to its defects.

COUNT I
BREACH OF WRITTEN WARRANTY

(Pursuant to the Magnuson-Moss Warranty Act)

21. Paragraphs 1 through 20, above, are re-alleged and hereby incorporated by reference as if fully set forth herein, verbatim.

22. Plaintiff is a consumer, as contemplated by the Magnuson-Moss Warranty Act.

23. Manufacturer is a warrantor and suppler of a consumer product, as contemplated by the Magnuson-Moss Warranty Act.

24. Plaintiff is entitled by the terms of the written warranty provided to him by Manufacturer through its authorized dealer to enforce the obligations of said warranty.

25. Plaintiff's vehicle was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars ($10.00).

26. The warranty provided that Manufacturer would repair or replace defective parts, or take other remedial action free of charge to Plaintiff in the event that the Vehicle failed to meet the specifications set forth in written warranty.

27. The written warranty was the basis of the bargain with respect to the contract for sale executed and entered into between Plaintiff and Manufacturer.

28. The purchase of Plaintiff's Vehicle was induced by the written warranty, upon which Plaintiff relied.

29. Plaintiff has honored Plaintiff's obligations under the warranty.

30. Manufacturer breached its obligations under the written warranty, by failing to seasonably repair the vehicle's defects after being afforded a reasonable number of attempts or reasonable opportunity to cure.

31. Plaintiff notified Manufacturer of its breach within a reasonable period of time after discovering it by tendering the vehicle to Manufacturer's authorized dealers for repair as instructed by Manufacturer's written warranty and by providing written notification to Manufacturer.

32. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages, including, but not limited to, (a) loss of use; (b) diminished value; (c) incurred and/or needed costs of repair; (d) lost wages; (e) aggravation; and/or (f) incidental and consequential damages (such as the cost of inspecting the vehicle, returning the goods for repair, insurance, tax and registration fees, etc.) In accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for damages and other relief.

33. Plaintiff requests attorney's fees and shows that he is entitled to fees and costs pursuant to the fee-shifting provision of the Magnuson-Moss Warranty Act.

WHEREFORE, Plaintiff prays that:

a. The Complaint be filed and service be perfected as provided by law;

b. Plaintiff be awarded damages to which he is entitled under the Magnuson-Moss Warranty Act, and Georgia Statutory Law, including, but not limited to:

(i) Diminished value pursuant to O.C.G.A. § 11-2-714,

(ii) Incurred and/or needed costs of repair;

(iii) loss of use;

(iv) lost wages;

(v) aggravation and inconvenience damages;

(vi) any other incidental and consequential damages;

(vii) Reasonable attorneys' fees and costs; and

PE13-003 000418LCPV

(viii) such other and further relief as the Court deems right and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY

(Pursuant to the Magnuson-Moss Warranty Act)

34. Paragraphs 1 through 33, above, are re-alleged and hereby incorporated by reference as if fully set forth herein, verbatim.

35. The vehicle purchased by Plaintiff is subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7), and OCGA Section 11-2-314(2)(c).

36. Manufacturer contracts to sell goods. Manufacturer sells vehicles to purchasers, order component parts, and/or assemble them into final products. They are merchants with respect to the goods of the kind sold to Plaintiff.

37. The parties' contract for sale as a matter of law implies that the vehicle is merchantable, because Manufacturer is a merchant with respect to such goods.

38. The implied warranty was breached by Manufacturer because they sold Plaintiff a vehicle of insufficient quality. The vehicle is not fit for the ordinary purpose for which such goods are used.

39. The vehicle has failed to meet Plaintiff's reasonable expectations.

40. The vehicle has not provided dependable transportation, and it has not been trouble-free.

41. The vehicle would not pass without objection in the trade under the contract description and does not conform to the promises or affirmations of fact made by Manufacturer.

42. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Vehicle.

PE13-003 000419LCPV

43. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer damages, including those specifically identified in the foregoing paragraphs.

WHEREFORE, Plaintiff prays that:

a. The Complaint be filed and service be perfected as provided by law;

b. Plaintiff be awarded damages to which he is entitled under the Magnuson-Moss Warranty Act, and Georgia Statutory Law, including, but not limited to:

(i) Diminished value pursuant to O.C.G.A. § 11-2-714,

(ii) Incurred and/or needed costs of repair;

(iii) loss of use;

(iv) lost wages;

(v) aggravation and inconvenience damages;

(vi) any other incidental and consequential damages;

(vii) Reasonable attorneys' fees and costs; and

(viii) such other and further relief as the Court deems right and appropriate.

Pursuant to O.C.G.A. 15-12-122(c)(2), Plaintiff requests that the present case be tried by a jury.

[SIGNATURE AFFIXED ON NEXT PAGE]

This 20th day of February, 2012.

ALEX SIMANOVSKY & ASSOCIATES LLC

Alex Simanovsky, Esq.
GA Bar No. 646874
Attorney for Plaintiff

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2300 Henderson Mill Road, Suite 300
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(770) 414-1002

PE13-003 000421LCPV

COBB COUNTY, GA
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12 FEB 23 AM 9:38

DIANE D. WEBB
STATE COURT CLERK-13

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

RONALD COLE, Plaintiff. v. FORD MOTOR COMPANY, Defendant.	Civil Action No. 2012A670-5 JURY TRIAL DEMAND

INTERROGATORIES TO DEFENDANT

NOW COMES the Plaintiff, by and through ALEX SIMANOVSKY & ASSOCIATES, LLC. and propounds the following Interrogatories to the Defendant, FORD MOTOR COMPANY, to be answered in writing and under oath.

INSTRUCTIONS

1. Answer each interrogatory separately and fully in writing and under oath, unless it is objected to, in which event the reasons for such objection must be stated in lieu of an answer.

2. You are under a **continuing duty to seasonably supplement** your response with respect to any question when new or additional information becomes known. Additionally, you are under a continuing duty to seasonably amend a prior response if you obtain information upon the basis of which you know that the response was incorrect when made, or that the response, though correct when made, is no longer correct or true.

3. Each request to describe or identify a document shall be deemed to include a request for information sufficient to enable plaintiff to obtain the document with a subpoena, including but not limited to the date of the document, a physical description of the document, a brief description of the content of the document, the identity of the custodian of the document, the location of the document, and any title given to the document. If an interrogatory calls for a description of a document, you may, if you prefer, instead of identifying it, attach to your answer a clear copy, front and reverse of the document.

DEFINITIONS

a. The word "document" means every writing and record of every type and description, including but not limited to, papers, photographs, films, recordings, correspondence, communications, memoranda and written notes, checks, check registers, books and accounting, computer cards, printouts and all retrievable information in computer storage, tapes, discs, and

PE13-003 000422LCPV

records of all types, minutes of meetings, studies, books, pamphlets, pictures and voice recordings or every other device or medium on which or through which information of any type is to be transmitted, recorded or preserved. The term "document(s)" also means a copy where the original is not in your possession, custody or control, and every copy of the document if such copy is not an identical duplicate of the original.

b. "Relate" or "relating to" means refer to, involve, describe, concern, pertain to, or constitute.

c. The term "Mechanical documents" means all Bulletin(s), Service Bulletin(s), Technical Service Bulletin(s), Dealer Service Bulletin(s), Recall(s), Campaign(s), Special Service Message(s), Owner Notification(s), Customer Satisfaction Notification(s), Memorandum(s), Field Service Report(s), Inter Company Correspondence(s), Article(s), Diagnosis Flow Chart(s),Technical Assistance document(s), Diagnosis Check List(s), Service Information(s), diagnostic trouble code(s), diagnostic trouble code description, diagnostic trouble code definition(s), Troubleshooting document(s), Diagnostic report(s), Part failure code(s), Part failure code description(s), Comeback document(s), Repeat repair document(s), No Problem Found document(s), Warranty denied document(s), Service Manual section(s), Tech line document(s), Complaint Investigation(s), Development(s), Defect Investigation(s), Complaint Investigation(s), Quality feedback document(s), Guidelines, Field Report(s), Shop Manual(s), diagnosis flow chart(s), Diagnosis check list(s), Technician reference document(s), technical manual(s), Service Manual(s), TSM, CAIR, CAS, DR, Warranty denial incident form, Customer satisfaction Notification, Dial VIP system documents, WJ documents, Advance Service information, Technical Service Bulletin, OASIS documents, warranty claim, warranty claim submission, warranty and policy manual, Repair Set, Labor and Coding entries, Parts entries, Repair Summary Entries, Service write up entries, No Problem Found documents, T code, repeat repairs documents, comeback documents, warranty statements, service warranty prior approval, Special Service Instructions, unauthorized repair techniques documents, unacceptable repair techniques documents, Warranty and Policy register Journal, Service Tip, Article, No Problem Found Procedure document, Product Concern Talking Paper, Info(s), Technical Service Bulletin, Field Update, Field Communication, VSSM Service Library article, RSE conference call, RSE training, Know-How video, Lotus Notes, DCS, VME, TAC, VLE, TVIE, IDL documents, Service Know-how seminar, TAC PI documents, field product report, dealer service manager VME documents, PTT conference call, IDL know-how training, IDL broadcast, Corporate Bulletin, Diagnostic Trouble Codes, Subsequent Repair Attempt documents, Dealer Technical Support Line documents, Comeback worksheet, Comeback track, ISIS documents, Tech line worksheet, Warranty Regular Claim, Warranty Claim, Interactive Network, documents, Warranty Repair History, Failed part description, hotline documents, Emergency Order, Shop Manual, Trouble Shooting Manual, Diagnostic Trouble Code Guide, Technical Service Bulletins, Hi-Scan read outs, Warranty Policy and Procedures Manual, Customer Satisfaction Team recommendations, Repair Assistance, Repeat repairs documents, Shop comebacks documents, Repair Assistance Claims, Request for reimbursement of non-repair claims, Warrantable repair claim, TDN documents, Dealer Daily Authorization Repair documents, Acknowledgment of goodwill service documents, Customer Service file, Customer Service Order, subsequent repair attempt documents, technical assistance hotline, hotline

reference No., Technical Assistance Hotline Worksheet, Technical Services Group, Customer Service Order Hotline Order, Dealer Service Information, Warranty information, goodwill claims, request for owner retention goodwill adjustment, Technical Assistance Center documents, Assistance Center documents, Policy Adjustment Request, Quality Monitoring Report, Electrical Condition Indicator Report, DCS documents, Warranty Bulletins, Customer Goodwill Consideration documents, Repeat Repair Attempt Procedures, Regional Assistance documents, Technical Assistance documents, Technical Assistance request, Reference Bulletin, Notification of repeat repair, Service manager Bulletin, Goodwill prior approval log, Goodwill Log, DCS claim submission, non-DCS claim submission and any and all other documents referencing investigations, inquiries, solutions, diagnostics discussions and/or repair- related communications involving the defects, nonconformities, symptoms and/or conditions outlined in Plaintiff's Complaint, the subject vehicle's repair documentation and Plaintiff's disclosures for the same make, year and model as the subject vehicle.

d. The term "Lemon Law documents" means any and all documents relating to Lemon Law Situations, Lemon Law Prevention, Repeat Repair Attempts, Consumer Protection Laws, Lemon Laws, Lemon Law Manuals, Lemon Law Complaints, and Magnusson Moss Act, State lemon Laws and/or Lemon Law advice. This Term includes but is not limited to all Sales and Service Agreements, Warranty Policy & Procedures, Parts & Service Policy and Procedure Manual, Operation Manuals, Procedures documents(s), Policy document(s), Policy Manual(s), Procedure Manual(s), Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Guidelines, Sales and Service Agreements, Warranty Policy & Procedures, Parts & Service Policy and Procedure Manual, Repair Attempt Procedures, Lemon Law Manuals, Operation Manuals, Policy Manual(s), Procedure Manual(s), Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Guidelines, Lemon Law Situation documents, Lemon Law Prevention Document(s), Warranty Policy & Procedures, Prevent Lemon Law Complaint documents, Lemon Law advice and any other document that mentions, relates to and/or involves Lemon Law documents.

INTERROGATORIES

1. Please state the name and job title of the individual(s) providing the responses and signing the verification to these Interrogatories, including name, business and home address, employment, and job title of said individual(s).

2. Please identify by article number, date of issuance, description, and components affected, those **Mechanical Documents (as described in the definition section above)** issued by Defendant for the same make and model vehicle as the subject vehicle that pertain to the alleged defects in the subject vehicle.

3. List the names, addresses, telephone numbers, social security numbers, and job titles of each agent or employee of Defendant who inspected the subject vehicle, performed repairs on the subject vehicle, or was present when these inspections and/or repairs took place. For each individual, please provide a brief factual summary of the nature and extent of said individuals

inspection/findings.

4. Did Defendant issue a written warranty with the subject vehicle. If the answer to said interrogatory is "yes" please describe the written warranty or warranties issued with the vehicle.

5. When were you first notified of any alleged defects or complaints concerning the subject vehicle, and by whom. If such notice was made by phone calls from Plaintiff, or anyone on Plaintiff's behalf, please list each phone call by date, name of individual from Defendant that engaged in such phone conversation, and the substance of such conversation.

6. State whether Plaintiff, or anyone on Plaintiff's behalf, has ever notified Defendant that Plaintiff no longer wanted the subject vehicle. If so, state when, whether oral or written notice was given, and state the name, address and job title of each person receiving said statement.

7. Please identify the equipment included and specifications of the subject vehicle including but not limited to its exact model name, engine size, transmission type, two wheel drive versus four wheel drive, etc.

8. Please identify the name, address, occupation, substance of expected testimony and summary of the grounds for each and every opinion, for **ANY** opinion/expert witness as defined by the applicable Rules of Civil Procedure or Court Rules. Please identify only those individuals that you anticipate calling as opinion/expert witnesses at trial and/or arbitration.

9. Please provide a brief chronological resume of each opinion/expert witness identified in the preceding paragraph, including any and all schools attended, certifications, honors achieved, memberships in professional organizations, other current employment(s), names and addressees of employers, and years of employment.

10. Please identify all factual information relied upon by the opinion/expert witness including, but not limited to, drawings, correspondence, memoranda, reports, tests, plans specifications, repair invoices, technical service bulletins, recalls, silent warranties and/or other documents whatsoever.

11. Please identify each and every fact/occurrence witness that Defendant will call at the trial and/or arbitration of this case, stating each individual's full name, address, current employment, relationship to Defendant, substance of expected testimony and summary of testimony.

12. Did Plaintiff abuse, neglect, alter, modify, or misuse the subject vehicle. If your answer to said interrogatory is "Yes" please state precisely and in detail each and every factual element upon which Defendant asserts that Plaintiff abused, neglected, altered, modified, or misused the subject vehicle.

13. Please indicate how many cumulative days Defendant's records indicated that the vehicle was out of service by reason of any defect or condition complained of by Plaintiff.

14. List all warranty claims submitted by Defendant's authorized dealers to Defendant in which said dealers requested reimbursement for warranty repairs performed on the subject vehicle. For all such claims, please list the dollar amount that Defendant reimbursed each authorized dealer.

15. Does Defendant have a "good will" repair policy. If the answer to said interrogatory is "Yes" please describe the policy and identify any repairs that Defendant paid for under its "good will" program. Please also list the reason said repair was paid under a "good will" determination.

16. Were any repairs performed on the subject vehicle for which Plaintiff was not charged and the repairs were not covered by the applicable warranties for the subject vehicle. Please list all such repairs.

17. According to Defendant's records, were any repairs performed on the subject vehicle **since the date of its manufacture to the date of purchase by Plaintiff.** Please list all such repairs.

18. Please provide the names, addresses and titles of all individuals employed by Defendant who have reviewed Plaintiff's claims regarding the subject vehicle.

19. Define the word "defect" as used in Defendant's written warranty.

20. Has Defendant failed or refused to reimburse its authorized dealers for any warranty repairs and/or diagnostic procedures on this automobile. If the answer is "yes", state the reason the manufacturer did not make payment.

21. Did any individuals from Defendant's authorized dealers contact Defendant in an effort to seek assistance with the diagnosis or repair of the subject vehicle. If such contact was made, please identify the name, address and position of all individuals involved, the date of said contact and the substance of said contact.

22. Does Defendant provide **Lemon Law documents** to its authorized service dealerships. If so, please identify all **Lemon Law documents.**

23. If any document produced in response to any of Plaintiffs' requests for production is not authentic under O.C.G.A. § 24-7-1 identify with particularity, including Bates numbers, the documents that are not authentic and the reason for production of an inauthentic document.

24. Please provide the identity (by name and address and title) of an individual within the state in which this lawsuit was filed who is employed by Defendant and who is familiar with the content of all documents authored and produced by Defendant in response to Plaintiff's Request for Production of Documents and who may be called by Plaintiff as a witness in Plaintiff's case-in-chief to discuss the documents authored and produced by Defendant. By the term familiar, Plaintiff means that the witness is able to recognize the document as a document produced and authored by Defendant and has an understanding of the contents of the document.

to discuss the documents authored and produced by Defendant. By the term familiar, Plaintiff means that the witness is able to recognize the document as a document produced and authored by Defendant and has an understanding of the contents of the document.

If no single employee of Defendant located within this state is familiar with the content of all of the aforementioned documents that were authored and produced by Defendant in response to Plaintiff's Request for Production, please identify (by name and address and title) a minimum number of your employees located within this state that collectively are familiar with these documents so that Plaintiff may call these individuals as witnesses in Plaintiff's case-in-chief. Please also itemize which documents that these individuals are familiar.

This 20th day of February, 2012.

ALEX SIMANOVSKY & ASSOCIATES LLC

Alex Simanovsky, Esq.
GA Bar No. 646874
Attorney for Plaintiff

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PE13-003 000427LCPV

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

FILED IN OFFICE
12 FEB 23 AM 9:38
DIANE B. WEBB
STATE COURT CLERK-13

RONALD COLE,

Plaintiff.

v.

FORD MOTOR COMPANY,

Defendant.

Civil Action No. 2012 A670-5

JURY TRIAL DEMAND

REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT

NOW COMES the Plaintiff, by and through ALEX SIMANOVSKY & ASSOCIATES, LLC, and requests that FORD MOTOR COMPANY produce, as well as uphold its continuing duty to seasonably supplement these requests as additional information becomes available, all documents of any kind or nature including, without limitation: charts, photographs, phone records and other data, computations from which information can be obtained, and any and all copies thereof within the possession of your agents, employees or authorized dealerships, relating to or connected with, ***every document that you were asked to "identify" or used in supplying the information requested in Plaintiff's Interrogatories to Defendant***. In addition, and not by way of limitation, produce the following documents concerning the vehicle that is the subject of this action **whether in the possession of the Defendant or its authorized dealership(s)**:

DEFINITIONS

a. The word "document" means every writing and record of every type and description, including but not limited to, papers, photographs, films, recordings, correspondence, communications, memoranda and written notes, checks, check registers, books and accounting, computer cards, printouts and all retrievable information in computer storage, tapes, discs, and records of all types, minutes of meetings, studies, books, pamphlets, pictures and voice recordings or every other device or medium on

PE13-003 000428LCPV

which or through which information of any type is to be transmitted, recorded or preserved. The term "document(s)" also means a copy where the original is not in your possession, custody or control, and every copy of the document if such copy is not an identical duplicate of the original.

b. "Relate" or "relating to" means refer to, involve, describe, concern, pertain to, or constitute.

c. The term "Mechanical documents" means all Bulletin(s), Service Bulletin(s), Technical Service Bulletin(s), Dealer Service Bulletin(s), Recall(s), Campaign(s), Special Service Message(s), Owner Notification(s), Customer Satisfaction Notification(s), Memorandum(s), Field Service Report(s), Inter Company Correspondence(s), Article(s), Diagnosis Flow Chart(s),Technical Assistance document(s), Diagnosis Check List(s), Service Information(s), diagnostic trouble code(s), diagnostic trouble code description, diagnostic trouble code definition(s), Troubleshooting document(s), Diagnostic report(s), Part failure code(s), Part failure code description(s), Comeback document(s), Repeat repair document(s), No Problem Found document(s), Warranty denied document(s), Service Manual section(s), Tech line document(s), Complaint Investigation(s), Development(s), Defect Investigation(s), Complaint Investigation(s), Quality feedback document(s), Guidelines, Field Report(s), Shop Manual(s), diagnosis flow chart(s), Diagnosis check list(s), Technician reference document(s), technical manual(s), Service Manual(s), TSM, CAIR, CAS, DR, Warranty denial incident form, Customer satisfaction Notification, Dial VIP system documents, WJ documents, Advance Service information, Technical Service Bulletin, OASIS documents, warranty claim, warranty claim submission, warranty and policy manual, Repair Set, Labor and Coding entries, Parts entries, Repair Summary Entries, Service write up entries, No Problem Found documents, T code, repeat repairs documents, comeback documents, warranty statements, service warranty prior approval, Special Service Instructions, unauthorized repair techniques documents, unacceptable repair techniques documents, Warranty and Policy register Journal, Service Tip, Article, No Problem Found Procedure document, Product Concern Talking Paper, Info(s), Technical Service Bulletin, Field Update, Field Communication, VSSM Service Library article, RSE conference call, RSE training, Know-How video, Lotus Notes, DCS, VME, TAC, VLE, TVIE, IDL documents, Service Know-how seminar, TAC PI documents, field product report, dealer service manager VME documents, PTT conference call, IDL know-how training, IDL broadcast, Corporate Bulletin, Diagnostic Trouble Codes, Subsequent Repair Attempt documents, Dealer Technical Support Line documents, Comeback worksheet, Comeback track, ISIS documents, Tech line worksheet, Warranty Regular Claim, Warranty Claim, Interactive Network, documents, Warranty Repair History, Failed part description, hotline documents, Emergency Order, Shop Manual, Trouble Shooting Manual, Diagnostic Trouble Code Guide, Technical Service Bulletins, Hi-Scan read outs, Warranty Policy and Procedures Manual, Customer Satisfaction Team recommendations, Repair Assistance, Repeat repairs documents, Shop comebacks documents, Repair Assistance Claims, Request for reimbursement of non-repair claims, Warrantable repair claim, TDN documents, Dealer Daily Authorization Repair documents, Acknowledgment of goodwill service documents, Customer Service file, Customer Service Order, subsequent repair attempt documents, technical assistance hotline, hotline reference No., Technical Assistance Hotline Worksheet, Technical Services Group, Customer Service Order Hotline Order, Dealer Service Information, Warranty information, goodwill claims, request for owner retention goodwill

adjustment, Technical Assistance Center documents, Assistance Center documents, Policy Adjustment Request, Quality Monitoring Report, Electrical Condition Indicator Report, DCS documents, Warranty Bulletins, Customer Goodwill Consideration documents, Repeat Repair Attempt Procedures, Regional Assistance documents, Technical Assistance documents, Technical Assistance request, Reference Bulletin, Notification of repeat repair, Service manager Bulletin, Goodwill prior approval log, Goodwill Log, DCS claim submission, non-DCS claim submission and any and all other documents referencing investigations, inquiries, solutions, diagnostics discussions and/or repair- related communications involving the defects, nonconformities, symptoms and/or conditions outlined in Plaintiff's Complaint, the subject vehicle's repair documentation and Plaintiff's disclosures for the same make, year and model as the subject vehicle.

d. The term "Lemon Law documents" means any and all documents relating to Lemon Law Situations, Lemon Law Prevention, Repeat Repair Attempts, Consumer Protection Laws, Lemon Laws, Lemon Law Manuals, Lemon Law Complaints, and Magnusson Moss Act, State lemon Laws and/or Lemon Law advice. This Term includes but is not limited to all Sales and Service Agreements, Warranty Policy & Procedures, Parts & Service Policy and Procedure Manual, Operation Manuals, Procedures documents(s), Policy document(s), Policy Manual(s), Procedure Manual(s), Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Guidelines, Sales and Service Agreements, Warranty Policy & Procedures, Parts & Service Policy and Procedure Manual, Repair Attempt Procedures, Lemon Law Manuals, Operation Manuals, Policy Manual(s), Procedure Manual(s), Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Guidelines, Lemon Law Situation documents, Lemon Law Prevention Document(s), Warranty Policy & Procedures, Prevent Lemon Law Complaint documents, Lemon Law advice and any other document that mentions, relates to and/or involves Lemon Law documents.

REQUESTS TO PRODUCE

1. All pre-delivery repair orders pertaining to the vehicle in your possession.

2. All post-delivery repair orders pertaining to the vehicle in your possession.

3. All technicians' and/or mechanics' notes pertaining to the vehicle in your possession.

4. All time stamps and/or time punches relating to the time spent performing repairs to the vehicle in your possession.

5. The warranty repair history relating to the vehicle as kept in its ordinary course of business by this Defendant. This includes all computer records evidencing monetary amounts reimbursed to Defendant's authorized dealership(s).

6. All internal reports, memoranda, correspondence and zone office reports pertaining to the subject vehicle.

7. All reports, memoranda, correspondence, zone office reports and/or any other documentation created by Defendant or its authorized dealership(s) due to Plaintiff's contact with Defendant or its authorized dealership(s) by way of either writing, telephone or in person.

8. All records, invoices, and other documentation relating to the sale of and/or purchase of the vehicle in your possession.

9. All copies of all written warranties issued by Defendant and/or its authorized dealership(s) regarding the vehicle. This request is being made to obtain an authentic, unaltered copy.

10. Any and all documents relied upon by Defendant in formulating its answer and affirmative defenses.

11. All documents upon which Defendant relies in believing its arbitration program meets the substantive provisions of the Magnuson-Moss Warranty Act; 16 CFR Part 703; and/or any applicable state law provisions.

12. All **mechanical documents (as described in the definition section above)** applicable to the vehicle as identified in your answer to Interrogatory number 2.

13. All "Talking Papers," "Quick Service Fixes," "Level Four documents," "advanced service information," "rapid response," special service information, technical training materials, continuing education materials, VSSM service library articles, Manufacture Audit Sampling Reports, Tech II bulletins, Know How Videos, engineering reports, analysis or memorandum, and any and all other documents referencing investigations or inquiries performed which relate to the allegations made herein regarding vehicles of the same year, make and model as Plaintiff's.

14. Provide each and every opinion/expert witness report whether or not Defendant seeks to introduce it at the arbitration and/or trial of this case.

15. Any and all documents made available to Defendant's opinion/expert witness by Defendant or its attorney in preparing the opinion/expert witness report.

16. Curriculum vitae for any opinion/expert witness who has prepared a report regarding the vehicle whether or not said opinion/expert witness or the report are intended to be introduced at arbitration and/or trial of this case.

17. Curriculum vitae of any opinion/expert witness whose testimony Defendant intends to introduce at trial or arbitration.

18. Any and all documents prepared and/or generated by the opinion/expert witness including but not limited to: notes, memoranda and correspondence.

19. Any and all documents, papers, correspondence, memos, repair orders, work orders, computer print-outs, vehicle inquiry reports, documents, or receipts evidencing the performance of any repair work, whether covered under Defendant's warranty or not, done to the vehicle.

20. All sales brochures, sales manuals, literature, pictures, or any other promotional literature produced for the vehicle which is the subject matter of this litigation.

21. Any franchise contract(s) between Defendant and its authorized dealership(s) that performed repairs to the vehicle.

22. Every document that constitutes an extended service contract given by Defendant, its authorized dealership(s) or some third party to the Plaintiff covering the vehicle.

23. All written correspondence forwarded by either the Plaintiff, Plaintiff's attorney or anyone else acting on Plaintiff's behalf, informing Defendant or its authorized dealership(s) that Plaintiff no longer wishes to retain possession of the vehicle.

24. Provide all documentation supporting Defendant's **and its authorized dealership(s)** policies to perform "goodwill" repairs (or any repairs performed that were free of charge to Plaintiff but not covered under Defendant's written warranty) to the vehicle.

25. Provide all documentation evidencing the performance of "goodwill" repairs (or any repairs performed that were free of charge to Plaintiff but not covered under Defendant's written warranty) to the vehicle whether authorized by Defendant or its authorized dealership(s).

26. Provide any lists authored by Defendant that decipher any diagnostic codes or repair codes that Defendant instructs its authorized dealership(s) to document on the repair orders.

27. Provide copies of **Lemon Law documents** or other materials which Defendant provides to its authorized service dealerships regarding the "Lemon Law" or other breach of warranty laws.

28. All documents in your possession relating to Plaintiff's participation in Defendant's informal dispute resolution mechanism.

28. All documents in your possession relating to Plaintiff's participation in Defendant's informal dispute resolution mechanism.

29. It is hereby further requested that the Defendant and/or its attorney furnish an affidavit stating whether production is complete in accordance with this request.

This 20th day of February, 2012.

ALEX SIMANOVSKY & ASSOCIATES LLC

Alex Simanovsky, Esq.
GA Bar No. 646874
Attorney for Plaintiff

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(770) 414-1002

PE13-003 000433LCPV

FILED IN OFFICE
12 FEB 23 AM 9:38
DIANE B. WEBB
STATE COURT CLERK-13

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

RONALD COLE,

Plaintiff.

v.

FORD MOTOR COMPANY,

Defendant.

Civil Action No. 2012 A 670-5

JURY TRIAL DEMAND

REQUESTS FOR ADMISSIONS TO DEFENDANT

NOW COMES the Plaintiff, by and through ALEX SIMANOVSKY & ASSOCIATES, LLC, and requests that the Defendant, FORD MOTOR COMPANY, make the following admissions for the purpose of this action only:

1. Defendant provided a written warranty for the subject vehicle.

2. Plaintiff's vehicle was brought to Defendant and/or an authorized service dealer of Defendant for repairs at least once within the time provided for under any of Defendant's warranties.

3. Defendant received written notification that Plaintiff no longer wanted to retain ownership and/or possession of the subject vehicle.

4. The Defendant and/or its authorized service dealers have been unable to correct all of the defects in the subject vehicle which were complained of by Plaintiff within any applicable warranty period.

5. Plaintiff's vehicle has not been repaired after a reasonable number of attempts.

6. The defects alleged in Plaintiff's Complaint remain uncorrected.

7. Defendant has not offered to repurchase or replace Plaintiff's vehicle.

8. Plaintiff has not abused the subject vehicle.

9. Plaintiff has not neglected the subject vehicle.

PE13-003 000434LCPV

10. Plaintiff has not modified the subject vehicle.

11. Plaintiff has not altered the subject vehicle.

12. The subject vehicle has not sustained collision or impact damage to the subject vehicle.

13. All repairs performed on the subject vehicle were covered under Defendant's applicable warranty(ies).

14. The subject vehicle was subject to repair three (3) or more times for substantially the same nonconformity(ies) during the Plaintiff's first year or eighteen thousand (18,000) miles of ownership thereof, whichever came first, and the nonconformity(ies) for which it was subject to said repairs continue to exist.

15. The subject vehicle has been out of service in excess of thirty (30) calendar days during the Plaintiff's first year or eighteen thousand (18,000) miles of ownership thereof, whichever came first, by reason of the defects alleged in Plaintiff's Complaint.

16. The subject vehicle has been subject to repair on at least eight (8) occasions for any nonconformity(ies) during the Plaintiff's first year or eighteen thousand (18,000) miles of ownership thereof, whichever came first.

17. The subject vehicle has been subject to repair on at least one (1) occasion for a nonconformity that results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven, and that nonconformity continues to exist.

18. The subject vehicle was subject to repair four (4) or more times for substantially the same nonconformity(ies) during the Plaintiff's first eighteen (18) months or eighteen thousand (18,000) miles of ownership thereof, whichever came first, and the nonconformity(ies) for which it was subject to said repairs continue to exist.

19. The subject vehicle has been out of service in excess of thirty (30) business days during the Plaintiff's first eighteen (18) months or eighteen thousand (18,000) miles of ownership thereof, whichever came first, by reason of the defects alleged in Plaintiff's Complaint.

20. The subject vehicle was subject to repair four (4) or more times for substantially the same nonconformity(ies) during the Plaintiff's first twelve (12) months or twelve thousand (12,000) miles of ownership thereof, whichever came first, and the nonconformity(ies) for which it was subject to said repairs continue to exist.

21. The subject vehicle has been out of service in excess of thirty (30) business days during the Plaintiff's first twelve (12) months or twelve thousand (12,000) miles of ownership thereof, whichever came first, by reason of the defects alleged in Plaintiffs' Complaint.

PE13-003 000435LCPV

thereof, whichever came first, by reason of the defects alleged in Plaintiffs' Complaint.

22. Defendant has a process by which its engineers investigate diagnostic concerns with a vehicle through a Quick Service Fix process.

23. Defendant has a process by which engineers offer Special Service Messages, Technical Service Bulletins, or Service Bulletins when a fix for a known problem becomes available.

24. Defendant's Quick Service Fix program is designed to provide a fix within 90 days as the target time window.

25. The subject vehicle was not safe and substantially free from defects at the time of its delivery.

26. A vehicle may be sold with latent defects that do not manifest until after its date of sale.

27. Defendant does not maintain an informal dispute resolution program that complies with 16 CFR § 703

This 20th day of February, 2012.

ALEX SIMANOVSKY & ASSOCIATES LLC

Alex Simanovsky, Esq.
GA Bar No. 646874
Attorney for Plaintiff

Alex Simanovsky & Associates, LLC
2300 Henderson Mill Road, Suite 300
Atlanta, GA 30345
(770) 414-1002

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

FEB 28 AM 10: 46
DIANE B. WEBB
STATE COURT CLERK-13

RONALD COLE,

Plaintiff.

v.

FORD MOTOR COMPANY,

Defendant.

Civil Action No.
12A-670-5

JURY TRIAL DEMAND

AMENDED COMPLAINT

COMES NOW, RONALD COLE, Plaintiff in the above-styled action, by and through Plaintiff's undersigned attorneys, and hereby files Plaintiff's Amended Complaint against Defendant, FORD MOTOR COMPANY, and shows this Honorable Court as follows:

STATEMENT OF JURISDICTION AND VENUE

1. RONALD COLE, (hereafter "Plaintiff") is an individual, who at all times relevant hereto has resided in the State of Georgia.

2. Defendant, FORD MOTOR COMPANY (hereafter "Manufacturer"), is a Georgia Corporation/foreign Corporation authorized to do business in the State of Georgia, 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 through a system of authorized dealerships.

3. Manufacturer may be served through its registered agent: Corporation Process, 180 Cherokee Street NE, Marietta, GA 30060. Manufacturer is therefore subject to the jurisdiction of this Court.

PE13-003 000437LCPV

4. Venue is proper in Cobb County, as Manufacturer's statutory agent is properly registered there or in the alternative venue is proper in Cobb County for the following additional reasons:

a. Manufacturer does business in each county in Georgia as it injects its vehicles into the stream of commerce in each county by way of distributing its vehicles to authorized dealers/agents located within each county.

b. Manufacturer advertises its vehicles for sale through a nationwide marketing program that is intended to reach consumers located within each county of Georgia.

c. Manufacturer enters into sales and servicing agreements with its authorized dealers that are located in numerous counties of the State of Georgia including the county wherein this lawsuit was filed.

d. Manufacturer's authorized dealers are sales and servicing agents for Manufacturer. As such, Manufacturer by and through its sales and servicing agents maintain places of business in numerous counties of the State of Georgia including the county wherein this lawsuit was filed. As the principal for its sales and servicing agents ("authorized dealers"), Manufacturer requires its authorized dealers to display Manufacturer's logo on each authorized dealer's sign outside the dealer. Manufacturer requires its authorized dealers to seek authorization for performing repairs as covered by Manufacturer's warranty. Manufacturer reimburses its authorized dealers for repairs covered by Manufacturer's warranty. Manufacturer requires its authorized dealers to provide its customers with Manufacturer's written warranty when a new vehicle is sold by Manufacturer's authorized dealer. Finally, Manufacturer supervises each and every authorized dealer through a system of zone offices that is set up to monitor dealerships located within each respective county of the State of Georgia.

PE13-003 000438LCPV

STATEMENT OF FACTS

5. On or about January 24, 2011 Plaintiff purchased a 2010 Lincoln MKZ (VIN # 3LNHL2GC9AAR660153) (hereafter "vehicle") for valuable consideration.

6. Plaintiff's vehicle is manufactured and/or distributed by Manufacturer through its authorized dealers as described above for valuable consideration.

7. The price of the vehicle, including registration charges, document fees and sales tax, but excluding other collateral charges, such as bank and finance charges, totaled more than $50,909.60.

8. In consideration for the purchase of the Vehicle, Manufacturer issued and provided Plaintiff a written warranty, including three year (3) or thirty-six thousand (36,000) mile bumper-to-bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet.

9. Plaintiff took possession of the vehicle on January 24, 2011.

10. Shortly after taking possession of the vehicle, Plaintiff experienced various defects in the vehicle, including, but not limited to, defects in the following components of the vehicle:

a) Engine;

b) Electrical;

c) Stalling;

d) Windshield Wipers;

e) Body;

f) and other defects identified on the repair receipts generated by Manufacturer's authorized repair facilities/dealers.

PE13-003 000439LCPV

11. These defects are items specifically covered by the terms of Manufacturer's written warranty identified above and these defects render the vehicle unfit for its ordinary purpose.

12. Manufacturer by and through its authorized dealers was unable to repair the vehicle after being afforded a reasonable number of attempts or reasonable opportunity to cure the defects in the vehicle.

13. As a result of the defects in the vehicle and Manufacturer's inability to repair the vehicle, Plaintiff justifiably lost confidence in the vehicle's reliability.

14. The value of the vehicle has been substantially impaired to Plaintiff.

15. The defects were not and could not have been reasonably discovered by Plaintiff prior to Plaintiff's purchase of the vehicle.

16. As a result of the defects and Manufacturer's inability to cure, Plaintiff revoked acceptance of the vehicle.

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

18. Manufacturer refused Plaintiff's demand for revocation and the corresponding remedies to which Plaintiff is entitled under the law.

19. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure (a) to comply with the provisions of the written warranty and (b) to provide Plaintiff with a merchantable vehicle.

20. Specifically, in addition to the value of the vehicle being impaired due to its

PE13-003 000440LCPV

defects, Plaintiff suffered aggravation and inconvenience by being forced to use and operate a vehicle fraught with defects in addition by being forced to rearrange Plaintiff's personal affairs to tender the vehicle for repair. Plaintiff also was without the beneficial use of the vehicle during the time it was tendered for repair and/or unable to be operated to its fullest extent due to its defects.

COUNT I
BREACH OF WRITTEN WARRANTY

(Pursuant to the Magnuson-Moss Warranty Act)

21. Paragraphs 1 through 20, above, are re-alleged and hereby incorporated by reference as if fully set forth herein, verbatim.

22. Plaintiff is a consumer, as contemplated by the Magnuson-Moss Warranty Act.

23. Manufacturer is a warrantor and suppler of a consumer product, as contemplated by the Magnuson-Moss Warranty Act.

24. Plaintiff is entitled by the terms of the written warranty provided to him by Manufacturer through its authorized dealer to enforce the obligations of said warranty.

25. Plaintiff's vehicle was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars ($10.00).

26. The warranty provided that Manufacturer would repair or replace defective parts, or take other remedial action free of charge to Plaintiff in the event that the Vehicle failed to meet the specifications set forth in written warranty.

27. The written warranty was the basis of the bargain with respect to the contract for sale executed and entered into between Plaintiff and Manufacturer.

28. The purchase of Plaintiff's Vehicle was induced by the written warranty, upon which Plaintiff relied.

29. Plaintiff has honored Plaintiff's obligations under the warranty.

30. Manufacturer breached its obligations under the written warranty, by failing to seasonably repair the vehicle's defects after being afforded a reasonable number of attempts or reasonable opportunity to cure.

31. Plaintiff notified Manufacturer of its breach within a reasonable period of time after discovering it by tendering the vehicle to Manufacturer's authorized dealers for repair as instructed by Manufacturer's written warranty and by providing written notification to Manufacturer.

32. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages, including, but not limited to, (a) loss of use; (b) diminished value; (c) incurred and/or needed costs of repair; (d) lost wages; (e) aggravation; and/or (f) incidental and consequential damages (such as the cost of inspecting the vehicle, returning the goods for repair, insurance, tax and registration fees, etc.) In accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for damages and other relief.

33. Plaintiff requests attorney's fees and shows that he is entitled to fees and costs pursuant to the fee-shifting provision of the Magnuson-Moss Warranty Act.

WHEREFORE, Plaintiff prays that:

a. The Complaint be filed and service be perfected as provided by law;

b. Plaintiff be awarded damages to which he is entitled under the Magnuson-Moss Warranty Act, and Georgia Statutory Law, including, but not limited to:

(i) Diminished value pursuant to O.C.G.A. § 11-2-714,

(ii) Incurred and/or needed costs of repair;

(iii) loss of use;

PE13-003 000442LCPV

(iv) lost wages;

(v) aggravation and inconvenience damages;

(vi) any other incidental and consequential damages;

(vii) Reasonable attorneys' fees and costs; and

(viii) such other and further relief as the Court deems right and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY

(Pursuant to the Magnuson-Moss Warranty Act)

34. Paragraphs 1 through 33, above, are re-alleged and hereby incorporated by reference as if fully set forth herein, verbatim.

35. The vehicle purchased by Plaintiff is subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7), and OCGA Section 11-2-314(2)(c).

36. Manufacturer contracts to sell goods. Manufacturer sells vehicles to purchasers, order component parts, and/or assemble them into final products. They are merchants with respect to the goods of the kind sold to Plaintiff.

37. The parties' contract for sale as a matter of law implies that the vehicle is merchantable, because Manufacturer is a merchant with respect to such goods.

38. The implied warranty was breached by Manufacturer because they sold Plaintiff a vehicle of insufficient quality. The vehicle is not fit for the ordinary purpose for which such goods are used.

39. The vehicle has failed to meet Plaintiff's reasonable expectations.

40. The vehicle has not provided dependable transportation, and it has not been trouble-free.

PE13-003 000443LCPV

41. The vehicle would not pass without objection in the trade under the contract description and does not conform to the promises or affirmations of fact made by Manufacturer.

42. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Vehicle.

43. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer damages, including those specifically identified in the foregoing paragraphs.

WHEREFORE, Plaintiff prays that:

a. The Complaint be filed and service be perfected as provided by law;

b. Plaintiff be awarded damages to which he is entitled under the Magnuson-Moss Warranty Act, and Georgia Statutory Law, including, but not limited to:

(i) Diminished value pursuant to O.C.G.A. § 11-2-714,

(ii) Incurred and/or needed costs of repair;

(iii) loss of use;

(iv) lost wages;

(v) aggravation and inconvenience damages;

(vi) any other incidental and consequential damages;

(vii) Reasonable attorneys' fees and costs; and

(viii) such other and further relief as the Court deems right and appropriate.

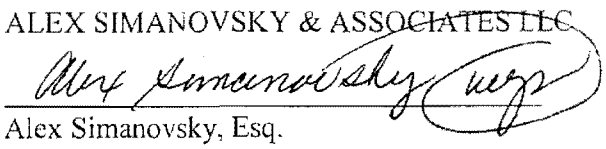
Pursuant to O.C.G.A. 15-12-122(c)(2), Plaintiff requests that the present case be tried by a jury.

[SIGNATURE AFFIXED ON NEXT PAGE]

PE13-003 000444LCPV

This 27th day of February, 2012.

ALEX SIMANOVSKY & ASSOCIATES LLC



Alex Simanovsky, Esq.
GA Bar No. 646874
Attorney for Plaintiff

Alex Simanovsky & Associates, LLC
2300 Henderson Mill Road, Suite 300
Atlanta, GA 30345
(770) 414-1002

PE13-003 000445LCPV

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-216-0365

January 17, 2012

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ford Motor Company
Customer Relation Center
16800 Executive Plaza Drive
P.O. Box 6248
Dearborn, MI 48121

RECEIVED
JAN 23 2012

RE: My Client: [redacted]
Our File No.: GA11-10128

NOTICE TO MANUFACTURER OF FINAL OPPORTUNITY TO REPAIR

Pursuant to the Lemon Law, notice is given that the manufacturer, it's agent, or the new motor vehicle dealer has been unable to repair or correct the nonconformity or nonconformities listed below in the new motor vehicle described below.

Customer: [redacted]

Vehicle: 10 Lincoln MKZ

VIN: 3LNHL2GC9AR[redacted]

Date of Purchase: 01/24/11

Defect(s):
1. Engine;
2. Electrical;
3. Stalling.

Current Mileage: 12,160

Servicing Dealer(s): Allan Vigil Ford;

Date(s) of Repair: May 4, 2011 – May 5, 2011; June 10, 2011 – July 6, 2011; November 10, 2011 – November 23, 2011

Days Out of Service: 40

WE ARE REQUESTING THAT YOU MAKE A FINAL ATTEMPT TO CORRECT THE ABOVE REPORTED DEFECT(S) OR CONDITION(S) WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS FINAL REPAIR ATTEMPT NOTICE.

PLEASE DIRECT ALL COMMUNICATION REGARDING THIS MATTER TO:

Will Young
Alex Simanovsky & Associates, LLC
2300 Henderson Mill Road, Suite 300
Atlanta, Georgia 30345
Phone: 678-781-1025
Fax: 877-216-0365

Submitted, this the 17 day of January, 2012.

ALEX SIMANOVSKY & ASSOCIATES

Will Young

By: Will Young
Paralegal

Allan Vigil Ford

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

R/O Open Date	R/O Number
1/30/12	6236409/
R/O Close Date	Status
2/01/12	Reprint
Mileage In	Mileage Out
12629	12629
Service Advisor / Tag #	
SHERRILL GROOVE/C7376	

[redacted]
HAMPTON, GA [redacted]

Work Phone	Vehicle Identification Number
	3LNHL2GC9AR[redacted]
Home Phone	Delivery Date / In Service Date
[redacted]	

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: QUALITY CARE INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR MAINT: MAINTENANCE CONCERN VEHICLE FINAL REPAIR ATTEMPT/FORD FIELD ENGINEER TO INSPECT TEST DROVE BY FORD FSE DAVE DRIPPS. FREEZE FRAME DATA SHOWS NO FAULTS OCCURED IN THE PAST. RUN OASIS. NO RELATED SSM OR TSB. TEST DROVE ALSO BY SHOP FOREMAN TO ATTEMPT TO DUPLICATE CONCERN. STILL UNABLE TO DUPLICATE CONCERN.	
#3 - MR TRIM: TRIM REPAIRS CUSTOMER STATES RIGHT SIDE WIPER STILL DRAGS ON WINDSHIELD REPLACED RIGHT SIDE WIPER BLADE PER JEFF MURRELL 1BD/5466	
#4 - MR TRIM: TRIM REPAIRS CUSTOMER STATES THERE IS A RATTLING NOISE IN DASH TO THE LEFT OF STEERING WHEEL, WHEN GOING OVER BUMPS CONFIRMED LEFT SIDE AC VENT ON STEERING COLUMN RATTLING AT TIMES WHEN GOING OVER BUMPS OR ROUGH ROADS. RUN OASIS, NO RELATED SSM OR TSB. REMOVED AC VENT REGISTER TO ADD SOUND DEADENING FOAM INSULATOR TAPE. REINSTALLED VENT REGISTER AND TEST DROVE WITH SHOP FOREMAN, CONCERN CORRECTED. 1BD/5466	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

(C) 2003 ARKONA, Inc. - Dealerdata Application Group 1800946-3028

Allan Vigil Ford

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

R/O Open Date	R/O Number
1/30/12	6236409/2
R/O Close Date	Status
2/01/12	Reprint
Mileage In	Mileage Out
12629	12629
Service Advisor - Tag #	
SHERRILL GROOVE/C7376	

[redacted]
HAMPTON, GA [redacted]

Work Phone	Vehicle Identification Number
	3LNHL2GC9AR[redacted]
Home Phone	Delivery Date / In Service Date
[redacted]	

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#5 - MR FREEWASH: *** FREE LINCOLN COURTESY WASH *** Work performed by 099(099)	free wash
#6 - MR TAP: LOANER VEHICLE	
Please Note: 2/1/12 1045 CALLED CUST VEH READY, SG	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

Allan Vigil

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

R/O Open Date	R/O Number
12/22/11	6232902/1
R/O Close Date	Status
12/23/11	Reprint
Mileage In	Mileage Out
11316	11316
Service Advisor Log #	
SHERRILL GROOVE/C7179	

[redacted]
HAMPTON, GA [redacted]

Work Phone	Vehicle Identification Number
	3LNHL2GC9A[redacted]
Home Phone	Delivery Date / In Service Date
[redacted]	

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: QUALITY CARE INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR DRIVEDIA: DRIVEABILITY DIAGNOSIS $99.95 CUSTOMER STATES VEHICLE STARTING SURGING INTERMITT ENTLY WHILE DRIVING, THEN YESTERDAY ENGINE CUT OFF WHILE DRIVING, WILL RESTART AFTER STOPPING AND KEY TURNED OFF AND RESTARTED INSPECTED BY DAVE DRIPPS. PEFORMED SELF TESTS, ALL PASSED. NO FAULTS IN ANY MODULE MEMORY. ETC FREEZE FRAME CLEAR. TEST DROVE, ALL OPERATING PERFECTLY AT THIS TIME. NO ACTION TAKEN, ALL PREVIOUS ISSUES ARE GONE. FSE	
#3 - MR TAP: LOANER VEHICLE Caused by A13420444 26.74 TAP1 DWEM 12/29 Corrected by TAP1: Work performed by 099(099)	Warranty
#4 - MR FREEWASH: *** FREE LINCOLN COURTESY WASH *** Work performed by 099(099) Caused by LINCOLN WASH Work performed by 099(099)	free wash free wash
Please Note: 12/23/11 1448 CALLED MR [redacted], GAVE UPDATE ON THE ENGINEER CHECKING HIS CAR AND TEST DRIVING 70 MI,	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

R/O Open Date	R/O Number
12/22/11	6232902/2
R/O Close Date	Status
12/23/11	Reprint
Mileage In	Mileage Out
11316	11316
Service Advisor Log-In	
SHERRILL GROOVE/C7179	

[redacted]
HAMPTON, GA [redacted]

Work Phone:
Home Phone: [redacted]
Vehicle Identification Number: 3LNHL2GC9AR[redacted]
Delivery Date:

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
NO MALFUNCTIONS FOUND, NO CODES IN ANY MODULE.SG	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.0
PARTS	.0
DEDUCTIBLE	.0
SUBLET	.0
SHOP SUPPLIES	.0
HAZARDOUS MATERIALS	.0
SALES TAX OR TAX I.D.	.0
SPECIAL ORDER DEPOSIT	.0
DISCOUNTS	.0
TOTAL DUE	.0

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

Allan Vigil Ford

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (878) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

R/O Open Date	R/O Number
11/25/11	6230345/
R/O Close Date	Status
11/29/11	Reprint
Mileage In	Mileage Out
10183	10186
Service Advisor (Tag #)	
SHERRILL GROOVE/C7056	

[redacted]
HAMPTON, GA [redacted]

Work Phone	Vehicle Identification Number
	3LNHL2GC9AR[redacted]
Home Phone	Delivery Date / Completion
[redacted]	

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: QUALITY CARE INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00 JUST DONE 11/10/11 RO# 6228935	
#2 - MR DRIVE: DRIVABILITY REPAIRS CUSTOMER STATES ENGINE LIGHT IS ON Corrected by 12650D: (E29) (42) EEC (Quick Test) - Diagnosis. Work performed by KEVIN DIRKS(105) Corrected by 12650DX1: Extra time to repeat Final Quick Test Work performed by KEVIN DIRKS(105) Corrected by 12650D70R: Work performed by KEVIN DIRKS(105) Installed 5F9Z 9G444 AB (FP):SENSOR - EXHAUST GAS Qty: 1 VERIFIED CHECK ENGINE LIGHT ON. EEC TEST, P2272. RUN OASIS, NO RELATED SSM OR TSB. MONITORED PIDS AND FOUND 22 HEGO INOP. REPLACED 22 HEGO SENSOR AND RETEST, OK. 105/4263/9G444/42 MILES IN:10,183/MILES OUT:10,186	Warranty Warranty Warranty Warranty
#3 - MR LNDIA: LINE DIAGNOSIS $99.95 CUSTOMER STATES CAN SMELL BURNING OIL VERY BAD, WORSE WHEN VEHICLE IS STOPPED AND ENGINE RUNNING UNABLE TO DUPLICATE ABNORMAL CONCERN. NO LEAKS FOUND. CHECK OASIS, NO APPLICABLE TSB OR SSM. 01J/6002	

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 384-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

R.O. Open Date	R.O. Number
11/25/11	6230345/2
R.O. Close Date	Status
11/29/11	Reprint
Mileage In	Mileage Out
10183	10186
Service Advisor / Tag #	
SHERRILL GROOVE/C7056	

[redacted]

HAMPTON, GA [redacted]

Work Phone	Vehicle Identification Number
	3LNHL2GC9AF[redacted]
Home Phone	Delivery Date / In Service Date
[redacted]	

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#4 - MR TAP: LOANER VEHICLE Caused by A12498485 133.70 TAP1 DWEM 12 2 11 Corrected by TAP1: Work performed by 099(099)	Warranty
#5 * MR FREEWASH: *** FREE LINCOLN COURTESY WASH *** Sub Total: Labor: .00 Parts: .00 Total: .00	
Please Note: 11/29/11 1430 CALLED CUST VEH READY,SG	

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LABOR	.0
PARTS	.0
DEDUCTIBLE	.0
SUBLET	.0
SHOP SUPPLIES	.0
HAZARDOUS MATERIALS	.0
SALES TAX OR TAX I.D.	.0
SPECIAL ORDER DEPOSIT	.0
DISCOUNTS	.0
TOTAL DUE	.0

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

Allan Vigil Ford
6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

R/O Open Date	R/O Number
11/10/11	6228935/
R/O Close Date	Status
11/23/11	Reprint
Mileage In	Mileage Out
9902	9902
Service Advisor Name	
SHERRILL GROOVE/C9937	

[redacted]
HAMPTON, GA [redacted]

Work Phone	Vehicle Identification Number
	3LNHL2GC9AF[redacted]
Home Phone	Delivery Date / In Service Date
[redacted]	

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: QUALITY CARE INSPECTION	
Caused by	
2WC/BATTERY CHARGING AT 12.6 VOLTS	
TIRE TREAD DEPTH/LEFT AND RIGHT FRONT 9/32	
LEFT AND RIGHT REAR 8/32	
FLAGGED BY CK	
Corrected by GBAT: CHECKED BATTERY AND CONDITION GOOD	
Work performed by 098(098)	
Corrected by GTIRE: TIRES CHECKED AND OKAY AT THIS TIME	
Work performed by 098(098)	
Sub Total: Labor: .00 Parts: .00 Total: .00	
FLUIDS OK AT THIS TIME	
#2 - MR DRIVEDIA: DRIVEABILITY DIAGNOSIS $99.95	
CUSTOMER STATES VEHICLE CUT OFF WHILE DRIVING ON INTERSTATE AGAIN YESTERDAY, HAD TO PUT IN PARK AND VEHICLE RESTARTED.	
Corrected by 9926A: (D21) (42) Throttle Body - Air Intake - Replace.	
Work performed by KEVIN DIRKS(105)	Warranty
Corrected by 12650D: EEC (Quick Test) - Diagnosis.	
Work performed by KEVIN DIRKS(105)	Warranty
Corrected by 12650D57:	
Work performed by KEVIN DIRKS(105)	Warranty
Caused by	
M TIME FOR ABNORMAL DIAGNOSIS	
Corrected by MT9E926:	
Work performed by KEVIN DIRKS(105)	Warranty
Installed 7T4Z 9E926 FA (FP):THROTTLE BODY AND MOT Qty: 1	Warranty

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

Allan Vigil Ford

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

R/O Open Date	R/O Number
11/10/11	6228935/
R/O Close Date	Status
11/23/11	Reprint
Mileage In	Mileage Out
9902	9902
Service Advisor / Tag #	
SHERRILL GROOVE/C9937	

[redacted]
HAMPTON, GA [redacted]

Work Phone	Vehicle Identification Number
	3LNHL2GC9AR6[redacted]
Home Phone	Delivery Date / In-Service Date
[redacted]	

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Installed AA5Z 6C315 A :SENSOR - CRANKSHAFT POSITI Qty: 1 ROAD TEST, UNABLE TO DUPLICATE CONCERN, EEC TEST NO CODES. RAN OASIS, FOUND NO TSB/SSM RELATED TO CONCERN, CONTACTED FORD SERVICE ENGINEER, DAVE DRIPPS, INSTRUCTED TO INSPECT ALL CONNECTORS AND GROUNDS. REPLACED THROTTLE BODY AND CRANK SENSOR PER HOTLINE. ROAD TESTED BY SHOP FOREMAN, CLIFF SHELLEY AFTER REPAIR, OK AT THIS TIME 105/4263/9E926/42 MILES IN 9,902/MILES OUT	Warranty
#3 - MR TRIM: TRIM REPAIRS CUSTOMER STATES TRIM AROUND BOTTOM OF REAR WINDSHI ELD AT TRUNK IS LOOSE Caused by LOOSE FITTING CP: 5442006 Corrected by 110717A: (B63) (33) Work performed by STEVE ROYALS(103) VERIFIED REAR WINDOW GLASS MOULDING WAS LOOSE. RAN OASIS, FOUND TSB 11/07/17 TO APPLY. REMOVED AND CLEANED REAR WINDOW MOULDING. RESECURED WITH SHOP SUPPLIED ADHESIVE PER TSB, CONCERN CORRECTED. 103/7235/5442006/33 MILES IN AND OUT 9,902	Warranty
#4 - MR TAP: LOANER VEHICLE Caused by A12033000 356.72 (486.57) DWEM 11 25 11 CUSTOMER IS RESPONSIBLE FOR DMG WAIVER 129.87	

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

Allan Vigil Ford

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

R/O Open Date	R/O Number
11/10/11	6228935/
R/O Close Date	Status
11/23/11	Reprint
Mileage In	Mileage Out
9902	9902
Service Advisor / Tag #	
SHERRILL GROOVE/C9937	

[redacted]	Work Phone	Vehicle Identification Number	
HAMPTON, GA [redacted]		3LNHL2GC9AR6[redacted]	
	Home Phone	Delivery Date	In-Service Date
	[redacted]		

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Corrected by TAP1:	
Work performed by 099(099)	Warranty
#5 - MR QFREELOF: COMPLIMENTARY LUBRICATION, OIL AND FILTER CHANGE	
FORMER SPARTAN CUSTOMER	
Caused by	
2WC/6JD	
Work performed by 098(098)	Free LOF
Kit: FL500S5W20	Free LOF
Installed FL 500 SB12 :FILTER ASY - OIL	Free LOF
Installed OIL1 :MOTORCRAFT OIL	Free LOF
Sub Total: Labor: 2.85 Parts: 19.50 Total: 22.35	
#6 * MR FREEWASH: *** FREE LINCOLN COURTESY WASH ***	
Sub Total: Labor: .00 Parts: .00 Total: .00	
Please Note: 11/11/11 1541 CALLED CUST LM TO UPDATE PARTS ORDER ED, SG.11/15/11 1520 CALLED CUST W/UPDATE PARTS ARE IN, WILL UPDATE TOMORROW,SG.11/23/11 755 CALL CUST LM VEH READY,SG	

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LABOR	.0
PARTS	.0
DEDUCTIBLE	.0
SUBLET	.0
SHOP SUPPLIES	.0
HAZARDOUS MATERIALS	.0
SALES TAX OR TAX I.D.	.0
SPECIAL ORDER DEPOSIT	.0
DISCOUNTS	.0
TOTAL DUE	.0

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

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Allan Vigil Ford

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

RO Open Date	RO Number
9/30/11	6224936/
RO Close Date	Status
10/14/11	Reprint
Mileage In	Mileage Out
8251	8282
Service Advisor Name	
SHERRILL GROOVE/H7629	

[redacted]
HAMPTON, GA [redacted]

Work Phone	Vehicle Identification Number	
	3LNHL2GC9AR6[redacted]	
Home Phone	Delivery Date	In Service Date
[redacted]		

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: QUALITY CARE INSPECTION Caused by BATTERY CHARGING AT 480 COLD CRANKING AMPS TIRE TREAD DEPTH ~ 9/32" ALL TIRES BRAKE MEASUREMENTS 4MM ALL AROUND FLAGGED BY CK Corrected by GBAT: CHECKED BATTERY AND CONDITION GOOD Work performed by 098(098) Caused by 2TH Corrected by GTIRE: TIRES CHECKED AND OKAY AT THIS TIME Work performed by 098(098) Corrected by GBK: CHECKED BRAKES AND LININGS ARE OK AT THIS TIME Work performed by 098(098) Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR DRIVE: DRIVABILITY REPAIRS CUSTOMER STATES STILL STALLING OUT WHEN DRIVING, INDICATED SPUTTERING ON ACCELERATION THEN SEEMS TO CATCH UP WITH ITS SELF. INDICATED HE HAS FILED LEM ON LAW. Caused by INTERNAL SHORT IN ENGINE HARNESS Corrected by 12651D: (D21) (42) Body / Chassis / Electrical (BCE) - Test. Work performed by CHRIS OWENS(198) Corrected by 12651DX1: Extra time to repeat Final Quick Test	Warranty

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

Allan Vigil Ford

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

RO Open Date	RO Number
9/30/11	6224936/
RO Close Date	**Status**
10/14/11	Reprint
Mileage In	**Mileage Out**
8251	8282
Service Advisor / Tag #	
SHERRILL GROOVE/H7629	

[redacted]
HAMPTON, GA [redacted]

Work Phone	Vehicle Identification Number	
	3LNHL2GC9AR[redacted]	
Home Phone	**Delivery Date**	**In-Service Date**
[redacted]		

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
Work performed by CHRIS OWENS(198)		Warranty
Corrected by 19700A: Pressurize, Leak Test, Discharge, Evacuate and Cha rge Air Conditioning System. - Diagnosis.		
Work performed by CHRIS OWENS(198)		Warranty
Caused by		
M-TIME FOR NLO TO ACCESS AND REPLACE BOTH ENGINE HARNESSES		
Corrected by MT14290:		
Work performed by CHRIS OWENS(198)		Warranty
Installed AH6Z 14290 BC :WIRING ASY	Qty: 1	Warranty
Installed 8U5Z 12A581 AB :WIRE ASY	Qty: 1	Warranty
TEST DROVE BY FORD ENGINEER, VERIFIED STALLING & ENGINE SKIP ON ACCELERATION. EEC/BCE TEST, DTC B2498. RUN OASIS, NO SSM'S OR TSB'S APPLY. REPLACE 2 ENGINE HARNESSES PER DAVE DRIPPS. RECOVER REFRIGERANT & DRAIN COOLING SYSTEM. REMOVE FRONT BUMPER COVER, INTAKE MANIFOLD, COOLING FAN, PCM, MASTER CYLINDER, HEADLAMPS, COOLANT JUG, POWER STEERING RESERVE, AIR CLEANER, BATTERY BOX, COWL PANEL, WASHER JUG, EXHAUST SHEILD, FRONT TIRES, LOWER DASH TRIM, & SMART JUNCTION BOX. DISCONNECT A/C CONDENSER LINES & FUEL INJECTION HARNESS & MAIN ENGINE HARNESS TO UNROUTE. ROUTE THE 2 NEW ENGINE HARNESSES & MAKE CONNECTIONS. REINSTALL ALL REMOVED PARTS. EVACUATE & RECHARGE A/C. REFILL COOLING SYSTEM & RUN EEC/ BCE/KOER TEST, SYSTEM PASS. ROADTEST TO VERIFY PROPER OPERATION. VEHICLE FUNCTIONS PROPERLY AT		

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

Allan Vigil Ford

6790 MT ZION BLVD - MORROW, GA 30260
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SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

R/O Open Date	R/O Number
9/30/11	6224936/
R/O Close Date	Status
10/14/11	Reprint
Mileage	Mileage Out
8251	8282
Service Advisor Name	
SHERRILL GROOVE/H7629	

[redacted]
HAMPTON, GA [redacted]

Work Phone	Vehicle Identification Number
	3LNHL2GC9AR[redacted]
Home Phone	Delivery Date / In Service Date
[redacted]	

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
THIS TIME. 198/7283/12A581-14290/42 MILES IN:8,251/MILES OUT:8,257		
#3 - MR ELEC: ELECTRICAL REPAIR Sub Total: Labor: .00 Parts: .00 Total: .00 CUSTOMER STATES MOOD LIGHTING INOP ON PASSENGER REAR DOOR. REINSTALLED LOOSE CONNECTOR 103/7235		
#4 - MR QMAINT: MAINTENANCE CONCERN 0992 - USA 2011 NEW 48/50K LINCOLN MAINTENANCE 7.5K INTERVAL QLOF & TIRE ROTATION PER MAINTENANCE AGREEMENT Caused by USA 2011 NEW 48/50K LINCOLN MAINTENANCE 7.5K INTERVAL CP: MAINT Corrected by MB: (A99-QCL) (82) Basic Maintenance Service.		
Work performed by 098(098)		Warranty
Corrected by MULTI:		
Work performed by 098(098)		Warranty
Installed FL 820 S :FILTER ASY - OIL	Qty: 1	Warranty
Installed XO 5W20 QSP :OIL - ENGINE	Qty: 5	Warranty
Installed XO 5W20 QSP :OIL - ENGINE	Qty: 1	Warranty
OIL & FILTER CHANGE PERFORMED BY TIRE ROTATION PERFORMED BY: 6JD 2TH-2BS/3038/MAINT/82		

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

Allan Vigil

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

R/O Open Date	R/O Number
9/30/11	6224936/4
R/O Close Date	Status
10/14/11	Reprint
Mileage In	Mileage Out
8251	8282
Service Advisor / Eng #	
SHERRILL GROOVE/H7629	

[redacted]
HAMPTON, GA [redacted]

Work Phone	Vehicle Identification Number
	3LNHL2GC9AF[redacted]
Home Phone	Delivery Date / In Service Date
[redacted]	

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#5 - MR TAP: LOANER VEHICLE Caused by A10718186 14 @ 26.74 = 374.36 (374.35) DWEM 10-19-11 Corrected by TAP1: Work performed by 099(099)	Warranty
#6 * MR FREEWASH: *** FREE LINCOLN COURTESY WASH *** Sub Total: Labor: .00 Parts: .00 Total: .00	
Please Note: 10/5/11 CALLED CUST WITH UPDATE, WILL CALL AGAIN T OMORROW WITH MORE NES, SG. 10/10/11 1550 CALLED MR [redacted] LM PARTS HERE TODAY, WILL HAVE TECH START ON IT ASAP,SG. 10/12/11 CALLED CUST LM TO UPDATE, TECH IS WORING ON VEH SHOULD BE READY BY FRI,SG. 10/14/11 1422 CALLED CUSTOMER VEHICLE READY,SG	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	.0
PARTS	.0
DEDUCTIBLE	.0
SUBLET	.0
SHOP SUPPLIES	.0
HAZARDOUS MATERIALS	.0
SALES TAX OR TAX I.D.	.0
SPECIAL ORDER DEPOSIT	.0
DISCOUNTS	.0
TOTAL DUE	.0

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

Allan Vigil Ford

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

RO Open Date	RO Number
8/22/11	6220906/1
RO Close Date	Status
9/20/11	Reprint
Mileage In	Mileage Out
7223	7232
Service Advisor Tag #	
SHERRILL GROOVE/C9522	

[redacted]
HAMPTON, GA [redacted]

Work Phone	Vehicle Identification Number
	3LNHL2GC9AR[redacted]
Home Phone	Delivery Date / In-Service Date
[redacted]	

Year	Make	Model	Color	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
#1 - MR MAINT: MAINTENANCE CONCERN		
FORD FSE TO INSPECT VEHICLE.		
Caused by		
CP: 14A464		
Corrected by 110423A: (D50) (42)		
Work performed by KEVIN DIRKS(105)		Warranty
Installed BE5Z 14A411 T :JUMPER WIRING	Qty: 1	Warranty
INSPECT BY FSE DAVE DRIPPS. EEC TEST, NO CODES.		
FOUND FAULT IN MODE 6. REFERRED TO TSB 11-04-23.		
RECOMMEND TO REPLACE PCM & OVERLAY WIRING HARNESS		
FROM PCM TO TP SENSOR. OVERLAYED WIRING HARNESS		
FROM PCM TO TP SENSOR PER TSB. ROAD TESTED AFTER		
REPAIR, ENGINE STALLING INTERMITTENTLY. SEE		
LINE 5 FOR REPAIRS.		
105/4263/14A464/42		
MILES IN:7,223/MILES OUT:7,232		
#2 - MR 99P: QUALITY CARE INSPECTION		
Sub Total: Labor: .00 Parts: .00 Total: .00		
#3 - MR TAP: LOANER VEHICLE		
CUSTOMER APPROVED NON LINCOLN RENTAL		
Caused by		
A49020882 8 @ 43.85 = 350.80 (350.87 ON RA)		
CUST HAD TOWN CAR,THEN SWAPPED FOR FUSION.TAP2		
DWEM 9-6-11		
Corrected by TAP1:		
Work performed by 099(099)		Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

Allan Vigil Ford

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

RO Open Date	RO Number
8/22/11	6220906/
RO Close Date	Status
9/20/11	Reprint
Miles In	Miles Out
7223	7232
Service Advisor / Tag #	
SHERRILL GROOVE/C9522	

[redacted]
HAMPTON, GA [redacted]

Work Phone
Home Phone [redacted]

Vehicle Identification Number
3LNHL2GC9A[redacted]
Delivery Date
In Service Date

Year	Make	Model	Style	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#4 * MR DRIVE: DRIVABILITY REPAIRS	
CUSTOMER STATES VEHICLE SHUTS OFF PERIODICALLY	
SPW REPAIR FROM RO# 6215738	
Corrected by ADD: (D21-SPW) (42)	
Work performed by KEVIN DIRKS(105)	Warranty
Corrected by 12650D: EEC (Quick Test) - Diagnosis.	
Work performed by KEVIN DIRKS(105)	Warranty
Corrected by 12650D6: Powertrain Control Module (PCM) - Replace.	
Work performed by KEVIN DIRKS(105)	Warranty
Installed AE5Z 12A650 ANA (FP):MODULE - ENGINE CON Qty: 1	Warranty
AFTER REPAIRS TO LINE 1, ROADTEST AND FOUND ENGINE TO STALL INTERMITTENTLY. EEC TEST, NO CODES. RUN OASIS, NO RELATED SSM OR TSB. REPLACED PCM PER FSE DAVE DRIPPS. ROADTEST AND RETEST, OK.	
105/4263/12A650/42	
MILES IN:7,223/MILES OUT:7,232	
#5 * MR MAINT: MAINTENANCE CONCERN	
CON'T COMMENTS//LEFT 2 MESSAGES 4PM AND 430PM SG, GAVE JM MESSAGE TO CALL CUST SG	
Sub Total: Labor: .00 Parts: .00 Total: .00	
Please Note: 8/24/11 1255 CALLED CUSTOMER WE NEED 2ND KEY HE BRING BY THIS AFTERNOON SG	
8/25/11 1539 RETURNED MESSAGE FROM MR COLE, WE DO NOT HAVE A SMALLER CAR IN HERTZ UNTIL TOMORROW,I WILL TOUCH BASE AS SOON AS I KNOW	
8/26/11 CALLED CUSTOMER UPDATE PARTS HERE MONDAY,	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

Allan Vigil Ford

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

R/O Open Date	R/O Number
8/22/11	6220906/3
R/O Close Date	Status
9/20/11	Reprint
Mileage In	Mileage Out
7223	7232
Service Advisor (Tag #)	
SHERRILL GROOVE/C9522	

[redacted]
HAMPTON, GA [redacted]

Work Phone	Vehicle Identification Number
	3LNHL2GC9AR[redacted]
Home Phone	Delivery Date / In-Service Date
770-468-6866	

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
HAVE FUSION RESERVED HERTZ 12NOON SG8/30/11 940AM CALLED CUST WITH UPDATE, PARTS ARE IN,HOPEFULLY READY TODAY, SG.8/31/11 CALLED CUST VEH READY 1615	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	.0
PARTS	.0
DEDUCTIBLE	.0
SUBLET	.0
SHOP SUPPLIES	.0
HAZARDOUS MATERIALS	.0
SALES TAX OR TAX I.D.	.0
SPECIAL ORDER DEPOSIT	.0
DISCOUNTS	.0
TOTAL DUE	.0

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

6790 MT. ZION BLVD

MORROW, GA. 30260

678-364-3673

FACSIMILE TRANSMITTAL SHEET

TO:	FROM: Jeff Murrell
COMPANY: Ford	DATE: 2/15/2012
FAX NUMBER: 8669344841	TOTAL NO. OF PAGES, INCLUDING COVER: 2
RE: Ar660153	SENDERS FAX NUMBER: 678-364-3687

NOTES/COMMENTS:

Allan Vigil Ford

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

R.O. Open Date	R.O. Number
2/11/12	6237792/
R.O. Close Date	Status
2/14/12	Reprint
Mileage	Mileage Out
12978	12978
Service Consultant	
SHERRILL GROOVE/C7442	

[redacted]		Work Phone	Vehicle Identification Number
HAMPTON, GA [redacted]			3LNHL2GC9A[redacted]
		Home Phone	Delivery Date / Promised Date
		[redacted]	

Year	Make	Model	Body	Color	License Plate
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: QUALITY CARE INSPECTION Corrected by GTIRE: TIRES CHECKED AND OKAY AT THIS TIME Work performed by STEVE ROYALS(103) Corrected by GBAT: CHECKED BATTERY AND CONDITION GOOD Work performed by STEVE ROYALS(103) Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR TRIMDIA: TRIM DIAGNOSIS CUSTOMER STATES THERE IS A CLUNKING NOISE IN CAR W HEN GOING OVER BUMPS, NOT SURE WHERE IT'S COMING FROM BUT CAN HEAR INSIDE CAR WHEN DRIVING ROADTEST AND VERIFIED NOISE AT LEFT SIDE OF DASH. INSPECT AND FOUND FUSE PANEL SMART JUNCTION BOX BRACKET LOOSE. RESECURE BRACKET AND RETEST, OK, NO OTHER NOISES HEARD. 103 7235	
#3 - MR TAP: LOANER VEHICLE	
#4 * MR FREEWASH: *** FREE LINCOLN COURTESY WASH *** Work performed by 099(099)	free wash
Please Note: 2/13/13 1456 CALLED CUSTOMER VEHICLE READY, SG	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	.0
PARTS	.0
DEDUCTIBLE	.0
SUBLET	.0
SHOP SUPPLIES	.0
HAZARDOUS MATERIALS	.0
SALES TAX OR TAX I.D.	.0
SPECIAL ORDER DEPOSIT	.0
DISCOUNTS	.0
TOTAL DUE	.0

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

6790 MT. ZION BLVD

MORROW, GA. 30260

678-364-3673

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Wannetta Petkins-Hill	Jeff Murrell
COMPANY:	DATE:
	9/8/2011
FAX NUMBER:	TOTAL NO. OF PAGES, INCLUDING COVER:
866-934-4841	9
RE:	SENDERS FAX NUMBER
[redacted]	[redacted]

NOTES/COMMENTS:

Total of 33 days out of service.

WARRANTY REPAIR ORDER

Work Phone	R/O Open Date	R/O Number
	8/22/11	6220906/1
Home Phone	R/O Close Date	Cross Reference #
[redacted]		
Body	Mileage In	Mileage Out
4DR SDN FWD	7223	7232

[redacted]
HAMPTON, GA [redacted]

Year	Make	Model	License Number	Service Writer
2010	LINCOLN	MKZ	[redacted]	SHERRILL GROVER G

Vehicle Identification Number	Color		Delivery Date	In-Service Date
3LNHL2GC9AR[redacted]	STERLING G			

CRA

DESCRIPTION OF SERVICE AND PARTS	COST	AMOUNT
#1 - MAINT: MAINTENANCE CONCERN		
FORD FSE TO INSPECT VEHICLE.		
Op: 110423A: (D50) (42)		
Tech: 105/ 0.90hrs @ 99.19	13.50	89.27
Part: BE5Z 14A411 T:JUMPER WIRING 1	3.21	4.82
INSPECT BY FSE DAVE DRIPPS. EEC TEST, NO CODES. FOUND FAULT IN MODE 6. REFERRED TO TSB 11-04-23. RECOMMEND TO REPLACE PCM & OVERLAY WIRING HARNESS FROM PCM TO TP SENSOR. OVERLAYED WIRING HARNESS FROM PCM TO TP SENSOR PER TSB. ROAD TESTED AFTER REPAIR, ENGINE STALLING INTERMITTENTLY. SEE LINE 5 FOR REPAIRS.		
105/4263/14A464/42		
MILES IN:7,223/MILES OUT:7,232		
Sub-Total Labor: 13.50 89.27		
Sub-Total Parts: 3.21 4.82		
Sub-Total: 16.71 94.09		
#3 - TAP: LOANER VEHICLE		
CUSTOMER APPROVED NON LINCOLN RENTAL		
Cause: A49020882 8 @ 43.85 = 350.80 (350.87 ON RA) CUST HAD TOWN CAR,THEN SWAPPED FOR FUSION.TAP2 DWEM 9-6-11	TOTAL 14 days -	
Op: TAP1:		
Tech: 099/ 0.00hrs @ .00		.00
#4 * DRIVE: DRIVABILITY REPAIRS		
CUSTOMER STATES VEHICLE SHUTS OFF PERIODICALLY		
SPW 6215738		
Cause: FAILED PCM		
Op: 12650D: (D21) (42) EEC (Quick Test) - Diagnosis.		
Tech: 105/ 0.20hrs @ 99.20	5.30	19.84
Op: 12650D6: Powertrain Control Module (PCM) - Replace.		
Tech: 105/ 0.60hrs @ 99.18	15.90	59.51
Cause: M-TIME FOR DAVE DRIPPS TO DIAGNOSE VEHICLE		
Op: MTFSE:		
Tech: 105/ 0.60hrs @ 99.18	15.90	59.51
Part: AE5Z 12A650 ANA:MODULE - ENGINE CONTRO 1	314.00	471.00
Part: AE5Z 12A650 ANA-C:AE5Z 12A650 ANA - Co 1	100.00	100.00

ACCOUNT #	LABOR	
	PARTS	
METHOD	SUBLET	
	SHOP SUPPLIES	
	SALES TAX OR TAX I.D.	
RECEIPT #	DEDUCTIBLE	
	TOTAL DUE	

1997 ENVISION Information Systems, Inc.

WARRANTY REPAIR ORDER

[redacted]

HAMPTON, GA [redacted]

Work Phone	R/O Open Date	R/O Number
	8/22/11	6220906/
Home Phone	**R/O Close Date**	**Cross Reference #**
[redacted]		
Body	**Mileage In**	**Mileage Out**
4DR SDN FWD	7223	7232

Year	Make	Model	License Number	Service Advisor
2010	LINCOLN	MKZ	[redacted]	SHERRILL GROOVER G

Vehicle Identification Number	Color	Delivery Date	In-Service Date
3LNHL2GC9AR[redacted]	STERLING G		

DESCRIPTION OF SERVICE AND PARTS	COST	AMOUNT
Part: AE5Z 12A650 ANA-C:AE5Z 12A650 ANA - Co 1-	-100.00	-100.00

AFTER REPAIRS TO LINE 1, ROADTEST AND FOUND ENGINE TO STALL INTERMITTENTLY. EEC TEST, NO CODES. RUN OASIS, NO RELATED SSM OR TSB. REPLACED PCM PER FSE DAVE DRIPPS. ROADTEST AND RETEST, OK.
105/4263/12A650/42
MILES IN:7,223/MILES OUT:7,232

Sub-Total Labor:	37.10	138.86
Sub-Total Parts:	314.00	471.00
Sub-Total:	351.10	609.86

Line	1	8/31/11	Tech 105	Start 12:16	End	13:22	Hours	1.10
Line	4	8/31/11	Tech 105	Start 13:23	End	14:58	Hours	1.58

ACCOUNT #	LABOR	50.60	228.13
	PARTS	317.21	475.82
METHOD	SUBLET		.00
	SHOP SUPPLIES		.00
	SALES TAX OR TAX I.D.		.00
RECEIPT #	DEDUCTIBLE		.00
	TOTAL DUE	367.81	703.95

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Allan Vigil

6790 MT ZION BLVD · MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

R/O Open Date	R/O Number
7/01/11	6215738/1
R/O Close Date	Status
7/21/11	Reprint
Mileage In	Mileage Out
5011	5046
Service Advisor	Tag #
SHERRILL GROOVE/00000	
Vehicle Identification	
3LNHL2GC9A[redacted]	
Delivery Date	In-service Date

[redacted]
HAMPTON, GA [redacted]

Work Phone:
Home Phone: [redacted]

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 99P: QUALITY CARE INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR ELEC: ELECTRICAL REPAIR. CUSTOMER STATES CAR WILL SHUT OFF WHEN DRIVING,NO WARNING LIGHTS, BUT I/P LIGHTS GO ON AND OFF WHEN IT SHUTS DOWN, HAVE TO COAST TO SIDE OF ROAD.CAR WILL RESTART Caused by FAILED PCM Corrected by 12650D: (D41) (42) EEC (Quick Test) - Diagnosis. Work performed by KEVIN DIRKS(105) Corrected by 12650D6: Powertrain Control Module (PCM) - Replace. Work performed by KEVIN DIRKS(105) Caused by TIME FOR ABNORMAL DIAGNOSIS Corrected by MT12A650: Work performed by KEVIN DIRKS(105) Installed AE5Z 12A650 ANA (FP):MODULE - ENGINE CON Qty: 1 ROADTEST AND VERIFIED ENGINE INTERMITTENTLY STALLING. EEC TEST, PASS. PINPOINT TEST, ALL POWER CIRCUITS PASSED. TEST THROTTLE BODY, PASSED. CIRCUIT TEST AND LOAD TEST, PASSED. INSPECT AIR BOX AND MASS AIR FLOW, OK. RUN OASIS, NO RELATED SSM OR TSB. REPROGRAM PCM AND ROADTEST, CONCERN STILL PRESENT. CONTACT FSE DAVE DRIPPS AND WAS INSTRUCTED TO REPLACE PCM. REPLACE PCM	Warranty Warranty Warranty Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

Allan Vigil Ford

6790 MT ZION BLVD - MORROW, GA 30260
TELEPHONE: (678) 364-3673

SERVICE DEPARTMENT HOURS
7:00 a.m. to 7:00 p.m.
Monday - Friday
7:00 a.m. - 6:00 p.m.-Saturday

R/O Open Date	R/O Number
7/01/11	6215738/2
R/O Close Date	Status
7/21/11	Reprint
Mileage In	Mileage Out
5011	5046
Service Adviser / Tag #	
SHERRILL GROVE/00000	

[redacted]
HAMPTON, GA [redacted]

Work Phone	Vehicle Identification Number
	3LNHL2GC[redacted]R[redacted]
Home Phone	Delivery Date / In-Service Date
[redacted]	

Year	Make	Model	Body	Color	License Number
2010	LINCOLN	MKZ	4DR SDN FWD	STERLING G	[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
AND RETEST, OK. 105/4263/12A650/42 MILES IN:5,011/MILES OUT:5,046	
#3 - MR TAP: LOANER VEHICLE	10 days
Please Note: 7/1/11 2:10PM CALLED MR COLR TO UPDATE, ENGINEER REC TO REPLACE PCM, PART ORDERED,SG7/5/11 4:20PM CALLED CUST WITH UPDATE PART IS HERE SHOULD HAVE V EH READY TOMORROW. SG 7/6/11 3:40PM CALLED CUSTOME R VEH READY FOR PICK UP	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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WARRANTY REPAIR ORDER

[redacted]

HAMPTON, GA [redacted]

Work Phone	R/O Open Date	R/O Number
	6/10/11	6213462/1
Home Phone	**R/O Close Date**	**Cross Reference #**
[redacted]	7/06/11	Original
Body	**Mileage In**	**Mileage Out**
4DR SDN FWD	4998	5003

Year	Make	Model	License Number	Service Advisor
2010	LINCOLN	MKZ	[redacted]	SHERRILL GROOVER G

Vehicle Identification Number	Color	Delivery Date	In-Service Date
3LNHL2GC9AR[redacted]	STERLING G		

DESCRIPTION OF SERVICE AND PARTS	COST	AMOUNT
#1 - MR ELECDIA: ELECTRICAL DIAGNOSIS $99.95 CUSTOMER STATES VEHICLE HAS NO POWER,RUNS SLUGGISH CUTS OFF WHEN DRIVING,WILL RESTART Cause: CP: 14A464 Op: 110423A: (D41) (42) Tech: 105/ 0.90hrs @ 99.19	23.85	89.27
Part: BE5Z 14A411 T :JUMPER WIRING 1	3.21	4.82
Sub-Total Labor: 23.85 89.27 Sub-Total Parts: 3.21 4.82 Sub-Total: 27.06 94.09 ROADTEST, VERIFIED ENGINE HAS NO POWER. EEC TEST, P2111 AND P2104. RUN OASIS, FOUND TSB 11-04-23 TO APPLY. INSPECT THROTTLE BODY TO DETERMINE TPS. REMOVE AIR CLEANER AND BATTERY TRAY TO INSTALL JUMPER WIRE HARNESS PER TSB. REASSEMBLE AND RETEST, OK AT THIS TIME. 105/4263/14A464/42 MILES IN:4,998/MILES OUT:5,003		
#2 - MR TAP: LOANER VEHICLE Cause: A46602544 267.40 (267.39) TAP1 DWEM 6-28-11 Op: TAP1: Tech: 099/ 0.00hrs @ .00	8 days	.00
#4 - MR TRIMDIA: TRIM DIAGNOSIS CUSTOMER STATES ALL 4 INTERIOR DOOR PANELS ARE DIS COLORED Op: 23943AT: (B45) (D4) Trim Panel - Front Door - Remove and Install. Tech: 103/ 0.40hrs @ 99.20	8.00	39.68
Op: 23943A1T: Tech: 103/ 0.40hrs @ 99.20	8.00	39.68
Op: 27406B: Tech: 103/ 0.30hrs	6.00	19.84
Op: 27406B2T: Tech: 103/ 0.20hrs @ 99.20	4.00	19.84
Part: 9H6Z 5423942 GB (FP):PANEL ASY - DOOR 1	710.22	1065.33
Part: 9H6Z 5423943 GB :PANEL ASY - DOOR TRIM 1	711.76	1067.64

ACCOUNT #	LABOR	
	PARTS	
METHOD	SUBLET	
	SHOP SUPPLIES	
	SALES TAX OR TAX I.D.	
RECEIPT #	DEDUCTIBLE	
	TOTAL DUE	

1997 ENSIGN Information Systems, Inc.

WARRANTY REPAIR ORDER

[redacted]

HAMPTON, GA [redacted]

Work Phone	R/O Open Date	R/O Number
	6/10/11	6213462/2
Home Phone	**R/O Close Date**	**Cross Reference #**
[redacted]	7/06/11	Original
Body	**Mileage In**	**Mileage Out**
4DR SDN FWD	4998	5003

Year	Make	Model	License Number	Service Advisor
2010	LINCOLN	MKZ	[redacted]	SHERRILL GROVER G

Vehicle Identification Number	Color		Delivery Date	In-Service Date
3LNHL2GC9AR[redacted]	STERLING G			

DESCRIPTION OF SERVICE AND PARTS	COST	AMOUNT
Part: 9H6Z 5427406 AC :PANEL ASY - DOOR TRIM 1	669.52	1004.28
Part: 9H6Z 5427407 AC :PANEL ASY - DOOR TRIM 1	669.48	1004.22
Sub-Total Labor: 26.00 119.04		
Sub-Total Parts: 2760.98 4141.47		
Sub-Total: 2786.98 4260.51		

ALL 4 DOOR TRIM PANELS ARE DISCOLORED ON LOWER SECTION OF PANELS. RUN OASIS, NO RELATED SSM OR TSB. APPOVED BY DIGITAL IMAGING TO REPLACE. REPLACE ALL 4 DOOR TRIM PANELS. NECESSARY TO TRANSFER WOODGRAIN STRIP ONTO NEW PANELS.
103/7235/5423942/D4
MILES IN & OUT:5,003

#5 * MR ELECDIA: ELECTRICAL DIAGNOSIS $99.95
CUSTOMER STATES I/P LIGHTS GO ON AND OFF SPORADICA LLY
UNABLE TO DUPLICATE CONCERN. HAS UPDATED SJM INSTALL PER SSM# 21371. ROAD TEST-FOUND IP LIGHT OPERATION NORMAL AT THIS TIME.
104 5088 NPF
SHOP FOREMAN TEST DROVE AND WAS UNABLE TO VERFY INSTRUMENT PANEL LIGHT CONCERNS AT THIS TIME. ~CS

As Of	1	6/15/11	Tech 105	Start	7:16	End	8:51	Hours	1.58
As Of	4	7/01/11	Tech 103	Start	7:52	End	9:39	Hours	1.78

ACCOUNT #	LABOR	49.85	208.31
	PARTS	2764.19	4146.29
METHOD	SUBLET		.00
	SHOP SUPPLIES		.00
	SALES TAX OR TAX I.D.		.00
RECEIPT #	DEDUCTIBLE		.00
	TOTAL DUE	2814.04	4354.60

1997 ENERGY Information Systems, Inc.

WARRANTY REPAIR ORDER

[redacted]	Work Phone	R/O Open Date	R/O Number
		5/04/11	6209389/1
	Home Phone	R/O Close Date	Cross Reference #
	[redacted]	5/05/11	Original
HAMPTON, GA [redacted]	Body	Mileage In	Mileage Out
	4DR SDN FWD	3473	3476

Year	Make	Model	License Number	Service Advisor
2010	LINCOLN	MKZ	[redacted]	SHERRILL GROOVER G

Vehicle Identification Number	Color	Delivery Date	In-Service Date
3LNHL2GC9AR6[redacted]	STERLING G		

DESCRIPTION OF SERVICE AND PARTS	COST	AMOUNT
#2 - MR ELECDIA: ELECTRICAL DIAGNOSIS $99.95		
CUSTOMER STATES 2 TIMES WHILE DRIVING OVER 40MPH ACCELERATOR BECAME UNRESPONSIVE AND VEH WOULD NOT GO,HAD TO COAST TO STOP,TURN OFF IGNITION AND REST ART.		
Cause: FAILED THROTTLE BODY		
Op: 12650D: (D41) (42) EEC (Quick Test) - Diagnosis.		
Tech: 105/ - 0.20hrs @ 96.10	5.30	19.22
Op: 12650DX1: Extra time to repeat Final Quick Test		
Tech: 105/ 0.10hrs @ 96.10	2.65	9.61
Op: 9926A: Throttle Body - Air Intake - Replace.		
Tech: 105/ 0.50hrs @ 96.12	13.25	48.06
Part: 7T4Z 9E926 FA (FP):THROTTLE BODY AND M 1	116.49	174.74
Sub-Total Labor: 21.20 76.89		
Sub-Total Parts: 116.49 174.74		
Sub-Total: 137.69 251.63		
ROADTEST AND VERIFIED ACCELERATOR UNRESPONSIVE. EEC TEST, P2134. RUN OASIS, NO RELATED SSM OR TSB. MONITORED PIDS AND FOUND THROTTLE BODY STICKING. REPLACED THROTTLE BODY AND CLEARED CODE. ROADTEST AND RETEST, OK AT THIS TIME.		
105/4263/9E926/42		
MILES IN:3,473/MILES OUT:3,476		
#3 - MR ELECDIA: ELECTRICAL DIAGNOSIS $99.95		
CUSTOMER STATES SEVERAL TIMES, NOT RELATED TO THE LOSS OF POWER THE INSTRUMENT CLUSTER LIGHTS BLINK ED ON AND OFF NONE OF THE GUAGES QUIT WORKING		
Cause: FAILED SMART JUNCTION BOX		
Op: 12651D: (L25) (42) Body / Chassis / Electrical (BCE) - Test.		
Tech: 104/ 0.20hrs @ 96.10	4.80	19.22
Op: 12651D5: Smart Junction Box (SJB) - Replace.		
Tech: 104/ 0.40hrs @ 96.10	9.60	38.44
Part: 9E5Z 15604 F (FP):MODULE - DOOR LOCK A 1	101.72	152.58
Sub-Total Labor: 14.40 57.66		
Sub-Total Parts: 101.72 152.58		
Sub-Total: 116.12 210.24		

ACCOUNT #	LABOR
	PARTS
METHOD	SUBLET
	SHOP SUPPLIES
	SALES TAX OR TAX I.D.
RECEIPT #	DEDUCTIBLE
	TOTAL DUE

1987 ENSIGN Information Systems, Inc.

WARRANTY REPAIR ORDER

[redacted]

HAMPTON, GA [redacted]

Work Phone	R/O Open Date	R/O Number
	5/04/11	6209389/2
Home Phone	**R/O Close Date**	**Cross Reference #**
[redacted]	5/05/11	Original
Body	**Mileage In**	**Mileage Out**
4DR SDN FWD	3473	3476

Year	Make	Model	License Number	Service Advisor
2010	LINCOLN	MKZ	[redacted]	SHERRILL GROVER G

Vehicle Identification Number	Color	Delivery Date	In-Service Date
3LNHL2GC9AF[redacted]	STERLING G		

DESCRIPTION OF SERVICE AND PARTS	COST	AMOUNT
VERIFY LIGHTS INOP AT TIMES. IDS-SJM NO CODES. RUN OASIS, FOUND SSM 21371. REPLACE SMART JUNCTION WITH UPDATED SMART JUNCTION BOX AND PERFORM PMI-IDS-SJB. CLEAR ALL CODES AND VERIFY PROGRAM INSTALL. RETEST LIGHTS FOR NORMAL OPERATION. 104/5088/15604/42 MILES IN & OUT:3,476		
#4 - MR ELECDIA: ELECTRICAL DIAGNOSIS $99.95 CUSTOMER STATES RIGHT WIPER BLADE BOUNCES ACROSS FRONT WINDSHIELD NOT SMOOTH TO CLEAN Cause: DEFECTIVE WIPER BLADES CP: 17528 Op: 17528A: (W05) (42) Wiper Blade-Front - Replace.		
Tech: 104/ 0.20hrs @ 96.10	4.80	19.22
Part: WW 1928 :BLADE ASY - WIPER 1	10.99	16.49
Part: WW 2425 :BLADE ASY - WIPER 1	10.99	16.49
Sub-Total Labor: 4.80 19.22		
Sub-Total Parts: 21.98 32.98		
Sub-Total: 26.78 52.20		
VERIFY WIPERS DO CLEAN WINDSHIELD. RUN OASIS, NO RELATED SSM OR TSB. REPLACE BOTH WIPER BLADES AND RETEST, OKAY AT THIS TIME. 104/5088/17528/42 MILES IN & OUT:3,476		
#6 - MR TAP: LOANER VEHICLE LINCOLN CUSTOMER>CUSTOMER AGREED TO NON LINCOLN VEHICLE TODAY		

As Of	2	5/04/11	Tech 105	Start	7:27	End	8:40	Hours	1.22
As Of	3	5/05/11	Tech 104	Start	7:22	End	8:17	Hours	.92
As Of	4	5/05/11	Tech 104	Start	8:17	End	8:37	Hours	.33

ACCOUNT #	LABOR	40.40	153.77
	PARTS	240.19	360.30
METHOD	SUBLET		.00
	SHOP SUPPLIES		.00
	SALES TAX OR TAX I.D.		.00
RECEIPT #	DEDUCTIBLE		.00
	TOTAL DUE	280.59	514.07

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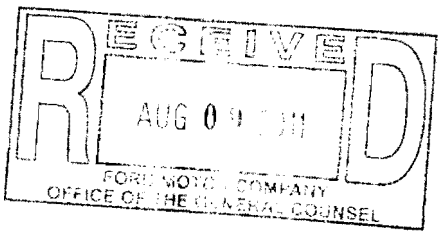
Gf

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-781-1012
E-MAIL: ALEX@LEMONLAWINFO.COM

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-216-0365



July 19, 2011

Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

RE: [redacted] v. Ford Motor Company
NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client:	[redacted]
Vehicle:	10 Lincoln MKZ
VIN:	3LNHL2GC9AR[redacted]
Date of purchase:	01/24/11
Our File No.:	GA11-10128

OGC LIT 2011AUG9 PM4:46

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Electrical;**
3. **Stalling.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful

effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

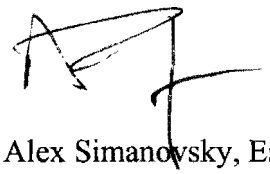
HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

You are hereby notified that if Ford Motor Company wishes to exercise its opportunity to cure pursuant to the Magnusson-Moss Warranty Act and/or the Uniform Commercial Code, such arrangements must be made through the undersigned and this law firm within a reasonable time from your receipt of this letter. If such arrangements are not made, it will be assumed that Ford Motor Company has waived their right to cure.

Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC



Alex Simanovsky, Esq.
Attorney at Law

AS/ld

CC: [redacted]

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
7/17/2011 CLOSED	[redacted] MISC INQUIRY - GENERAL/OTHER	3LNHL2GC9AR[redacted] 1529611811	2010 MKZ	01
7/15/2011 CLOSED	[redacted] CRC RELATED - F/M CSR FOLLOWING CONTACT	3LNHL2GC9AR[redacted] 1529611811	2010 MKZ	01
7/15/2011 CLOSED	[redacted] CLP - IN - SERVICE REPAIR - AT RISK	3LNHL2GC9AR[redacted] 1529611811	2010 MKZ	04
7/15/2011 OPEN	[redacted] ESCALATION MISSED FOLLOW-UP	3LNHL2GC9AR[redacted] 1529611811	2010 MKZ	01
6/30/2011 CLOSED	[redacted] CRC RELATED - F/M CSR FOLLOWING CONTACT	3LNHL2GC9AR[redacted] 1529611811	2010 MKZ	01

Ford Confidential

All Action Details for Issue

Print

VIN: 3LNHL2GC9AR[redacted] **Year:** 2010 **Model:** MKZ **Case:** 1529611811
Name: MR [redacted] **Owner Status:** Original **WSD:** 2011-01-24
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: MISC INQUIRY - GENERAL/OTHER **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: AS PER TEAM LEADER

Dealer:

Origin Desc: MANUAL - PHONE CSR

Odometer: 5800 MI

Comm Type: INBOUND CUSTOMER EMAIL

Analyst Name: VILLAFLOR, LORDGIE MEA

Analyst: LVILLAFL

Action Date: 07/17/2011

Action Time: 13.21.02.239

Action Data: Yes

Comments CUSTOMER SAID: - THREAD ID:1-5UTSA4- CUST DOES NOT FEEL THAT FORD IS SINCERE IN HOW THIS HAS AFFECTED HIM- AFTER TALKING WITH SENETHA, CUST INFORMED HER THAT HE WAS GOING AHEAD WITH THE LEMON LAW- CUST WILL NO LONGER BE IN CONTACT WITH FORD FROM THIS POINT ON- CUST LAWYER WILL HANDLE ALL CORRESPONDENCES=======- NONEALLAN VIGIL FORD OF FAYETTEVILLE, INC.275 N. GLYNN STREETFAYETTEVILLE GA 30214(770) 461-1151CRC ADVISED: - FOR DOCUMENTATION PURPOSES ONLY- ADVISE CUST THAT AN ATTORNEY MAY WRITE TO OGC AS PER AAF==========- EMAIL WAS ATTACHED

Data Element Name	Data Value
TEAM LEADER NAME	MSALTING

Ford Confidential

Print

VIN: 3LNHL2GC9AR[redacted] **Year:** 2010 **Model:** MKZ **Case:** 1529611811
Name: MR [redacted] **Owner Status:** Original **WSD:** 2011-01-24
Symptom Desc: STALLS/QUITS ACCELERATION **Primary Phone:** [redacted]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS
Dealer: **Origin Desc:** US CONCERN CASE BASE
Odometer: 5800 MI **Comm Type:** INBOUND CUSTOMER EMAIL
Analyst Name: BAYER, PHEBE **Analyst:** PBAYER2
Action Date: 07/01/2011 **Action Time:** 16.44.15.844 **Action Data:** No

Comments CUSTOMER SAID: -1-5TW2UI-JUST AN UPDATE-2010 LINCOLN MKZ-CUST IS SEEKING FOR A VEH REPLACEMENT-CUST HAS CONTACTED BY HIS LAWYER & INFORMED HIM ABOUT HIS RIGHTS UNDER THE LEMON LAW---ALLAN VIGIL FORD OF FAYETTEVILLE, INC.275 N. GLYNN STREETFAYETTEVILLE GA 30214(770) 461-1151CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.---PLEASE DISREGARD MY PREVIOUS DOC.UNABLE TO ATTACH EMAILSEE DOC. ON 7/1/2011 02:45:06 PMCSM HEIDI X7712 LEFT VOICE MAIL FOR CUST - JEFF S/M LET US KNOW FSE IS WAITING FOR CONTACT FROM HOT LINE AS TO ANY FURTHER REPAIRS - WILL F/U 7/5/2011

Action: CALLBACK ADD ADDITIONAL COMMENTS
Dealer: **Origin Desc:** US CONCERN CASE BASE
Odometer: 5800 MI **Comm Type:** INBOUND CUSTOMER EMAIL
Analyst Name: VILLA-REAL, JAMIE PAOLA **Analyst:** JVILLA70
Action Date: 07/15/2011 **Action Time:** 19.15.28.442 **Action Data:** No

Comments CUSTOMER SAID: -1-5URJW6**SEE HISTORICALS-HAS CONTACTED FORD SEVERALS WEEKS AGO DUE TO SERVICE PROBLEM WITH VEH-FELT SINCE CUST HAS BEEN CONTACTED BY SEVERAL PEOPLE, ONE KEEPS ON PUSHING CUST FURTHER TO THE OTHER-WA PROMISED A RETURN PHONE CALL BY YESTERDAY AFTERNOON BUT DID NOT HAPPEN-CONTACTED THIS MORNING AND WAS TOLD IT WOULD TAKE SEVERAL WEEKS TO GET AN ANSWER ON VEH REPLACEMENT-ASKED WHAT WAS THE DELAY AND WAS TOLD GATHERING PAPER WORK -CUST FEELS PAPER WORK SHOULD BE AT HER FINGER TIPS-FELT EVERYONE THAT CONTACTED THE CUST SAID TO LET THEM SEE WHAT THEY COULD DO BEFORE CUST FILED LEMON LAW-TIRED OF WAITING AND WILL GO AHEAD AND PROCEED WITH LEMON LAW TO GET A RESOLUTION WITH SERIOUS VEH DEFECT-FELT FMC CAUSED TO LOOSE FAITH IN EMPLOYEES AND VEHS AFTER THINGKING BEING A LOYAL FORD OWNER, WOULD HAVE BEEN TREATED WUTH MORE RESPECT THAN WHAT WAS RECEIVED-WILL NO LONGER BE ABE TO RECOMMEND FORD PRODUCTS TO FAMILY AND FRIENDSALLAN VIGIL FORD OF FAYETTEVILLE, INC.275 N. GLYNN STREETFAYETTEVILLE GA 30214(770) 461-1151CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.---SENT CUST EMAIL ADVISING ABOVE-ADVISED DOCUMENTATION ON 7/15/2011 08:35:18 AM BY JSARDINA, THAT CCST SENETHA IS STILL WORKING ON YOUR CASE WOULD CALL YOU BACK NO LATER THAN TUESDAY.**ATTACHED EMAIL

All Action Details for Issue

Print

VIN: 3LNHL2GC9AR[redacted] **Year:** 2010 **Model:** MKZ **Case:** 1529611811
Name: MR [redacted] **Owner Status:** Original **WSD:** 2011-01-24
Symptom Desc: HRN/SPD CNTRL PWR POINT (AUX) **Primary Phone:** [redacted]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 07/15/2011

Action: TIER II ESCALATION - MULTIPLE REPAIR
Dealer: 00247 ALLAN VIGIL FORD OF FAYETTEVILLE, INC. **Origin Desc:** US CONCERN CASE BASE
Odometer: 5800 MI **Comm Type:** INBOUND CUSTOMER EMAIL
Analyst Name: MONTERO, JONALYN **Analyst:** JMONTE31
Action Date: 06/30/2011 **Action Time:** 14.42.40.443 **Action Data:** Yes

Comments CUSTOMER SAID: THREAD ID: 1-5TSBE2- CUST PURCHASED A 2010 LINCOLN MKZ 5 MONTHS AGO, - SHORTLY AFTER PURCHASING, VEH QUIT RUNNING ON CUST WHILE DRIVING ON THE EXPRESSWAY, CUST WAS NEARLY HIT- CUST TOOK THE CAR IN FOR REPAIRS AND WAS TOLD THE PROBLEM WAS RESOLVED- THE PROBLEM REOCCURED ABOUT 4 WEEKS LATER AND TOOK THE CAR BACK FOR REPAIRS AND WAS TOLD AGAIN THE PROBLEM WAS RESOLVED-NOW AGAIN HAPPENED THE SAME THING, CUST WAS ALMOST HIT BY A 18 WHEELER BECAUSE THE CAR JUST QUIT RUNNING-CUST'S DREAM CAR HAS TURNED OUT TO BE A NIGHTMARE-CUST NO LONGER FEEL SAFE IN THIS VEH-CUST WANTS TO KNOW WHAT ARE HIS OPTIONS AT THIS POINT, IF CANNOT GET A SATISFACTORY ANSWER, CUST PREPARED TO OBTAIN A LAWYER AND FIGHT THIS BATTLE*****ALLAN VIGIL FORD OF FAYETTEVILLE, INC.275 N. GLYNN STREETFAYETTEVILLE GA 30214(770) 461-1151CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE---- ADVISED THE ABOVE STATEMENT-EMAIL ATTACHED

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

Action: TRANSFER ISSUE
Dealer: 00509 ALLAN VIGIL FORD LINCOLN, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5800 MI **Comm Type:** OTHER
Analyst Name: ROSELAND, HEIDI **Analyst:** HROSELAN
Action Date: 07/01/2011 **Action Time:** 10.18.42.941 **Action Data:** No

Comments CSM TRANSFERRING TO CORRECT DEALER AS STEVE S/M ADVISED NEVER BEEN TO THEIR DEALERSHIP

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00509 ALLAN VIGIL FORD LINCOLN, INC. **Origin Desc:** DEALER
Odometer: 5800 MI **Comm Type:** VISIT
Analyst Name: JEFF MURRELL **Analyst:** J-MURREL
Action Date: 07/01/2011 **Action Time:** 13.00.47.291 **Action Data:** No

Comments CHECKED VEHICLE ROAD TEST DID NOT VERIFY CONCERN. NO CODES OR FREEZE FRAME DATA. CONTACTED HOTLINE AND ONLY RECOMENDED INSTALLING VDR. HAD FSE COME TO INSPECT VEHICLE AND COULD NOT VERIFY CONCERN EITHER. ONLY RECOMENDATION IS TO REPLACE PCM. ORDERED PCM ETA IS 7-6-11.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00509 ALLAN VIGIL FORD LINCOLN, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5800 MI **Comm Type:** PHONE
Analyst Name: JOHNSON,SENETHA **Analyst:** SJOHN452
Action Date: 07/01/2011 **Action Time:** 13.45.00.932 **Action Data:** No

Comments IBC FROM DLR SPOKE WITH JEFF S/M -SM ADVISED THAT VEH IS AT DLR AND THAT DAVE DRIPPS FSE TOOK LOOK AT VEH TODAY AND HE IS WAITING TO SEE WHAT HOTLINE RECOMMENDS AND WILL GIVE UPDATE -DLR ADVISED MAY BE REPLACING PCM BUT WAITING FOR FURTHER INSTRUCTION

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00509 ALLAN VIGIL FORD LINCOLN, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5800 MI **Comm Type:** PHONE
Analyst Name: ROSELAND, HEIDI **Analyst:** HROSELAN
Action Date: 07/01/2011 **Action Time:** 14.45.06.175 **Action Data:** Yes

Comments CSM HEIDI X7712 LEFT VOICE MAIL FOR CUST - JEFF S/M LET US KNOW FSE IS WAITING FOR CONTACT FROM HOT LINE AS TO ANY FURTHER REPAIRS - WILL F/U 7/5/2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-05-2011
TIME OF FOLLOW UP (HH:MM):	14:00

Action: AS PER TEAM LEADER
Dealer: 00509 ALLAN VIGIL FORD LINCOLN, INC. **Origin Desc:** MANUAL - PHONE CSR
Odometer: 5800 MI **Comm Type:** INBOUND CUSTOMER EMAIL
Analyst Name: BAYER, PHEBE **Analyst:** PBAYER2
Action Date: 07/01/2011 **Action Time:** 16.38.21.339 **Action Data:** Yes

Comments CUSTOMER SAID: -1-5TW2UI-JUST AN UPDATE-2010 LINCOLN MKZ-CUST IS SEEKING FOR A VEH REPLACEMENT-CUST HAS CONTACTED BY HIS LAWYER & INFORMED HIM ABOUT HIS RIGHTS UNDER THE LEMON LAW---ALLAN VIGIL FORD OF FAYETTEVILLE, INC.275 N. GLYNN STREETFAYETTEVILLE GA 30214(770) 461-1151CRC ADVISED: -SEE HISTORICALS-F/UP WAS SET ON 7/5/2011 02:45:06 PM-UNABLE TO ATTACH EMAIL--7/1/2011 02:45:06 PMCSM HEIDI X7712 LEFT VOICE MAIL FOR CUST - JEFF S/M LET US KNOW FSE IS WAITING FOR CONTACT FROM HOT LINE AS TO ANY FURTHER REPAIRS - WILL F/U 7/5/2011----

Data Element Name	Data Value
TEAM LEADER NAME	MSALTING
	14:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00509 ALLAN VIGIL FORD LINCOLN, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5800 MI **Comm Type:** PHONE
Analyst Name: JOHNSON,SENETHA **Analyst:** SJOHN452
Action Date: 07/05/2011 **Action Time:** 16.19.11.035 **Action Data:** No

Comments IBC FROM DLR SPOKE WITH JEFF S/M -SM ADVISED THAT VEH IS AT DLR AND THAT DAVE DRIPPS FSE IS WAITING FOR HOTLINE UPDATE -DLR ADVISED MAY BE REPLACING PCM BUT WAITING FOR FURTHER INSTRUCTION FROM FSE AS PCM REPAIR IS BEING DONE AND SHOP FOREMAN WILL BE DRIVING VEH EXTENSIVELY TO DETERMINE CONCERN RESOLVED

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

Dealer: 00509 ALLAN VIGIL FORD LINCOLN, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5800 MI **Comm Type:** PHONE
Analyst Name: ROSELAND, HEIDI **Analyst:** HROSELAN
Action Date: 07/05/2011 **Action Time:** 16.59.50.690 **Action Data:** Yes

Comments CSM HEIDI X7712 OBC TO CUST - DLR IS WORKING WITH FSE AND OUR HOTLINE TO RESOLVE CONCERN, MAY TAKE A FEW MORE DAYS F/U 7/8/2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-08-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: FORD COVERED REPAIR MADE - WARRANTY
Dealer: 00509 ALLAN VIGIL FORD LINCOLN, INC. **Origin Desc:** DEALER
Odometer: 5800 MI **Comm Type:** VISIT
Analyst Name: MONTE GAMBILL **Analyst:** M-GAMBIL
Action Date: 07/07/2011 **Action Time:** 10.42.51.996 **Action Data:** No

Comments PROCESSOR WAS INSTALLED PER FSE AND THE CUSTOMER TO DELIVERY AS OF 7/6

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00509 ALLAN VIGIL FORD LINCOLN, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5800 MI **Comm Type:** PHONE
Analyst Name: ROSELAND, HEIDI **Analyst:** HROSELAN
Action Date: 07/08/2011 **Action Time:** 16.45.01.424 **Action Data:** Yes

Comments CHANGING F/U DATE TO MONDAY 7/11/2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-11-2011
TIME OF FOLLOW UP (HH:MM):	14:00

Action: CORRECTION OF INFORMATION IN PREVIOUS ACTION
Dealer: 00509 ALLAN VIGIL FORD LINCOLN, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5800 MI **Comm Type:** PHONE
Analyst Name: ROSELAND, HEIDI **Analyst:** HROSELAN
Action Date: 07/11/2011 **Action Time:** 16.07.29.451 **Action Data:** No

Comments CSM HEIDI X7712 DID NOT DOCUMENT FULLY WHEN CHANGING F/U DATE 7/8/2012 SHOULD HAVE READ:BC FROM CUST LEFT MESS 2X'SOBC TO STEVE AT DLR FOR AN UPDATE AS TO WHAT IS GOING ON WITH REPAIRSIBC FROM CUST - DLR CALLED HIM AT 7 THIS AM TO LET HIM KNOW THAT HIS CAR WAS READY TO BE PICKED UP-HE DOES NOT WANT IT FIXED HE WANTS TO FILE IT UNDER LEMON LAW - LET CUST KNOW WILL F/U WITH DRT TEAM AND CALL HIM BACK 7/7/2011CSM SENETHA OBC TO CUST TODAY LEFT VOICE MAIL STILL RESEARCHING - LEFT MESSAGE FOR DLR (JEFF MORREL) F/U 7/14/2011

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 00509 ALLAN VIGIL FORD LINCOLN, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5800 MI **Comm Type:** PHONE
Analyst Name: ROSELAND, HEIDI **Analyst:** HROSELAN
Action Date: 07/11/2011 **Action Time:** 16.10.11.189 **Action Data:** Yes

Comments CSM HEIDI X7712 DID NOT DOCUMENT FULLY WHEN CHANGING F/U DATE 7/8/2012 SHOULD HAVE READ:BC FROM CUST LEFT MESS 2X'SOBC TO STEVE AT DLR FOR AN UPDATE AS TO WHAT IS GOING ON WITH

REPAIRSIBC FROM CUST - DLR CALLED HIM AT 7 THIS AM TO LET HIM KNOW THAT HIS CAR WAS READY TO BE PICKED UP-HE DOES NOT WANT IT FIXED HE WANTS TO FILE IT UNDER LEMON LAW - LET CUST KNOW WILL F/U WITH DRT TEAM AND CALL HIM BACK 7/7/2011CSM SENETHA OBC TO CUST TODAY LEFT VOICE MAIL STILL RESEARCHING - LEFT MESSAGE FOR DLR (JEFF MORREL) F/U 7/14/2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-14-2011
TIME OF FOLLOW UP (HH:MM):	14:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00509 ALLAN VIGIL FORD LINCOLN, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5800 MI **Comm Type:** PHONE
Analyst Name: ROSELAND, HEIDI **Analyst:** HROSELAN
Action Date: 07/12/2011 **Action Time:** 10.26.05.616 **Action Data:** No

Comments 07/12/2011 IBC FROM JEFFREY S/M FROM DLR, CUST NOW HAS VEHICLE - REQ ACCOUNTANT COPIES OF R0'S FOR POSSIBLE LEMON LAW REVIEW, HE WILL FAX RO'S TO SENETHA'S FAX NUMBER

Action: CORRECTION OF INFORMATION IN PREVIOUS ACTION
Dealer: 00509 ALLAN VIGIL FORD LINCOLN, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5800 MI **Comm Type:** PHONE
Analyst Name: JOHNSON,SENETHA **Analyst:** SJOHN452
Action Date: 07/12/2011 **Action Time:** 10.30.25.903 **Action Data:** No

Comments IBC FROM DLR SPOKE WITH MONTE S/M WHO ADVISED THEY HAVE NOT HEARD FROM CUST SINCE VEH WAS PICKED UP AND AS FAR AS THEY KNOW THE PCM RESOLVED CONCERN WITH VEH -CSM ADVISED S/M THAT I NEED A COPY OF ACCOUNTING COPY OF REPAIR ORDERS AND DAYS OUT OF SERVICE -S/M ADVISED WILL FAX A COPY OF THIS INFO AS SOON AS POSSIBLE -CSM ADVISED WILL F/U ONCE I HAVE MORE INFO

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00509 ALLAN VIGIL FORD LINCOLN, INC. **Origin Desc:** DEALER
Odometer: 5800 MI **Comm Type:** INBOUND FAX-OTHER
Analyst Name: JEFF MURRELL **Analyst:** J-MURREL
Action Date: 07/14/2011 **Action Time:** 13.59.10.752 **Action Data:** No

Comments FAXED ALL DEALER WARRANTY COPIES 6 PAGES TOTAL.

Action: CONCERN ADDRESSED
Dealer: 00509 ALLAN VIGIL FORD LINCOLN, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5800 MI **Comm Type:** PHONE
Analyst Name: JOHNSON,SENETHA **Analyst:** SJOHN452
Action Date: 07/15/2011 **Action Time:** 09.14.29.719 **Action Data:** Yes

Comments WARM TRANSFER FROM TIER ONE -CSM ADVISED CUST THAT WE HAVE RECEIVED REPAIR ORDERS FROM DLR AND PACKET IS BEING SUBMITTED FOR REVIEW FOR VEH REPLACEMENT AND IT DOES TAKE ABOUT 2 WEEKS FOR PROCESS TO BE COMPLETED AND IS UNDER WAY -CUST SAYS HE NO LONGER WOULD LIKE FOR THIS TO BE HANDLED THROUGH FORD AND THAT HE WILL BE INVOKING LL -CSM ADVISED CUST THAT IF HE CHANGES HIS MIND TO GIVE ME A CALL AND I WILL BE HAPPY TO ADDRESS IT FURTHER -NO MORE CSM ACTION -CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	A/Z
PARTS ESCALATION USED? (Y/N)	N

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

Ford Confidential

All Action Details for Issue

Print

VIN: 3LNHL2GC9AR[redacted] **Year:** 2010 **Model:** MKZ **Case:** 1529611811
Name: MR[redacted] **Owner Status:** Original **WSD:** 2011-01-24
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: ESCALATION MISSED FOLLOW-UP **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** OPEN

Action: MISSED FOLLOW UP - FIRST
Dealer: **Origin Desc:** MANUAL - PHONE CSR
Odometer: 1 MI **Comm Type:** PHONE
Analyst Name: SARDINA, JESSE **Analyst:** JSARDINA
Action Date: 07/15/2011 **Action Time:** 08.43.55.753 **Action Data:** Yes

Comments CUSTOMER SAID: - JUST FOLLOWING UP ON PHONE CALL- SHE SAID SHE WOULD CONTACT ME BY 4:30 YESTERDAY- I WAS NOT CALLED BACK- SHE GAVE ME HER NAME AND EXTENSION BUT I CANNOT MAKE IT OUT ON MY VOICEMAIL- WANT TO SPEAK WITH THE AGENT- WANT TO KNOW WHATS GOING ON- STILL WISH TO SPEAK TO THE AGENTCRC ADVISED: ***OBC TO CCT SENETHA***-- REVIEWING ALL THE INFORMATION- AS SOON AS EVERYTHING IS TOGETHER I WILL CALL HIM BACK NO LATER THAN TUESDAY- ADVISED CUST OF ABOVE- PROVIDED CCT AGENTS CONTACT INFORMATION - CONNECTED CUST TO AGENT

Data Element Name	Data Value
WHO FAILED TO FOLLOW UP?	REGION/CCST

Ford Confidential

All Action Details for Issue

Print

VIN: 3LNHL2GC9AR[redacted] **Year:** 2010 **Model:** MKZ **Case:** 1529611811
Name: MR [redacted] **Owner Status:** Original **WSD:** 2011-01-24
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: 100 MI **Comm Type:** PHONE
Analyst Name: BROOKS (PBROOK39),PEGGY **Analyst:** PBROOK39
Action Date: 06/30/2011 **Action Time:** 16.17.37.151 **Action Data:** No

Comments CUSTOMER SAID: THREAD: 1-5TSV8YDEALER SAID: NONECRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED. (EMAIL ATTACHED)

Ford Confidential

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	BF2BL001 NHL			**Received:**	06/28/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,ZEPHYR/MKZ ,PREMIER,4 DOOR ,SEDAN ,3LNHL2GC9AR[redacted]			**Build Date:**	03/29/2010
Odometer :	5,534 M	**Engine:**	DURATEC 35	**Calibration:**	ADE1FL0A
Transmission:	6SPD AISIN	**Axle:**	3.33 RATIO	**A/C:**	YES
Dealer:	USA 00509 Allan Vigil Ford Lincoln, Inc.			**Phone#:**	(678) 364-3060
City:	Morrow	**State:**	Georgia	**Country :**	USA

Originator: KEVIN DIRKS

Symptom: 5 52 3 00 DRV PERF,STALLS/QUITS,CRUISE/STEADY,UNKNOWN

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: INTERMITTENT CONCERN

Fix: Y **Causal Component :** PROCESSOR ASSY -- RPR

Condition Code:

Hotliner: RSTEV138 **Phone:** 313 248-8207 **Regn Cd:** S1 Atlanta

Engineering: **Phone:** **TAR:** CLD

Dlr Contact: KEVIN DIRKS **Phone:** 678 364-3060 **Title Cde:** T

KOEO:
KOEC:
KOER:

Comments:

REPAIR 06/28/2011 08:49AM RICHARD STEVENSON MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: ACCELERATOR UNRESPONSIE AT TIMES PULL TO
SIDE OF ROAD AN RESTART DIAGNOSTICS: RECAL PCM REPLACED THROTLE
BODY PERFORMED TSB 11-4-23 MODE 6 TEST INSPECT ALL HARNESS R AND R PCM
TO INSPECT PINS PARTS REPLACED:: CAR IN SHOP 4 TIMES FOR SAME PROB
THIS TIME IN NO CODES IN SYS TECH QUESTION: ANY HELP PLEASE
LIST ANY PERTINENT FREEZE FRAME DATA PLEASE LIST ANY VEHICLE
MODIFICATIONS, OR TYPE NONE. NONE

RECOMM 06/28/2011 08:49AM RICHARD STEVENSON MSS - FCSD - TECH SVC HOTLINE
KEVIN, IT IS UNCLEAR IF YOU ARE ABLE TO RECREATE THE CONCERN. IF YOU
ARE ABLE TO RECREATE THE CONCERN USE THE IDS DATALOGGER TO VIEW PIDS
FOR THE ETC, APP, BOO, MAF, AND LOAD TO HELP PINPOINT THE ROOT CAUSE.
ALSO VERIFY WITH THE CUSTOMER THAT THE BRAKE PEDAL AND THE ACCELERATOR
PEDAL ARE NOT BEING PRESSED AT THE SAME TIME CAUSING THE THROTTLE BODY
TO BE FORCED TO AN IDLE. IF YOU ARE UNABLE TO IT MAY BE NECESSARY TO
INSTALL A VDR TO CAPTURE THE EVENT IN ORDER TO FURTHER DIAGNOSE THIS
CONCERN.

AUDIT 07/02/2011 11:08AM
SYMPTOM 6 07 6 00 CHANGED TO 5 52 3 00 BY CS012093

ADD-ON 07/05/2011 08:49AM DAVID DRIPPS(FSE) MSS - FCSD - TSOM - ATLANTA
VEHICLE CAME IN AGAIN AND THE CUSTOMER SAYS THAT THE VEHICLE CUT OFF
WHILE DRIVING.

AUDIT 07/05/2011 08:49AM DAVID DRIPPS(FSE) MSS - FCSD - TSOM - ATLANTA
TECH ASSIST REFERRAL HAS BEEN OPENED

ADD-ON 07/05/2011 08:53AM DAVID DRIPPS(FSE) MSS - FCSD - TSOM - ATLANTA
DEALER RECEIVED THROTTLE BODY CODES PREVIOUSLY BUT THIS TIME THERE ARE
NO DTCS AND THEY HAVE REPLACED THE JUMPER WIRE FOR THE THROTTLE BODY

AND THE THROTTLE BODY. I CHECKED ETC FREEZE FRAME BUT EVERYTHING WAS CLEAR AND THEN TEST DROVE THE CAR AND COULD NOT DUPLICATE. BASED ON THE PREVIOUS HISTORY AND RESEARCH, I ADVISED THE DEALER TO REPLACE THE PCM.

AUDIT **07/05/2011 08:53AM DAVID DRIPPS(FSE) MSS - FCSD - TSOM - ATLANTA**

TECH ASSIST REFERRAL HAS BEEN CLOSED

Download Options

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

Requester: LBINGHAM 11-Aug-2011

Report Summary **Ford Proprietary, Private** **Retention:** None

Server: FCWS686

[redacted]

CT Corporation

Service of Process Transmittal

06/25/2012
CT Log Number 520748887

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

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] and [redacted], Pltfs. vs. Ford Motor Company, et al., Dfts.
DOCUMENT(S) SERVED:	Summons, Cover Sheet, Instructions, Complaint, Information, Evaluation, Stipulation(s) and Order(s)
COURT/AGENCY:	Santa Barbara County - Superior Court - Santa Barbara, CA Case # 1402454
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Failure to repair vehicle completely turning off resulting in loss of power - 2011 Ford Flex, VIN:2FMGK5CC6BBD12039
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 06/25/2012 at 15:00
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service
ATTORNEY(S) / SENDER(S):	Mark A. Johnson The Bickel Law Firm 701 B Street Suite 1200 San Diego, CA 92101-8107 619-374-4100
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 798552182208 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Nancy Flores 818 West Seventh Street Los Angeles, CA 90017 213-337-4615

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

JUN 25 2012 ⊗3PM

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
JUN 22 2012
GARY M. BLAIR, Executive Officer
BY JAKKIE VAZQUEZ, Deputy Clerk

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

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

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

VALERIE COMTE and HARRISON GEVIRTZ

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

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

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

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

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Santa Barbara County Superior Court

Santa Barbara Superior Court
1100 Anacapa Street, Santa Barbara, CA 93121-1107

CASE NUMBER: *(Número del Caso)* 1402454

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):
Mark A. Johnson, SBN: 276753, The Bickel Law Firm, Inc., 701 B Street, Suite 1200, San Diego, CA 92101

DATE: *(Fecha)* JUN 22 2012 Clerk, by *(Secretario)* GARY M. BLAIR, EXECUTIVE OFFICER JAKKIE VAZQUEZ, Deputy *(Adjunto)*

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

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☑ on behalf of *(specify)*: FORD MOTOR COMPANY
   under: ☑ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify)*:
4. ☐ by personal delivery on *(date)*:

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Mark A. Johnson, State Bar No. 276733
THE BICKEL LAW FIRM, INC.
701 B Street, Suite 1200
San Diego, California 92101
TELEPHONE NO.: (619) 374-4100 FAX NO.: (619) 231-9040
ATTORNEY FOR (Name): Plaintiffs VALERIE COMTE & HARRISON GEVIRTZ

FOR COURT USE ONLY

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
JUN 22 2012
GARY M. BLAIR, Executive Officer
BY JACKIE VAZQUEZ, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF: Santa Barbara
STREET ADDRESS: 1100 Anacapa Street
MAILING ADDRESS: Same
CITY AND ZIP CODE: Santa Barbara, CA 93121-1107
BRANCH NAME: Santa Barbara

CASE NAME:
Comte, et al. v. Ford Motor Company, et al.

CASE NUMBER: 1402454

JUDGE:
DEPT:

CIVIL CASE COVER SHEET

[✓] Unlimited (Amount demanded exceeds $25,000)
[ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation

[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1–6 below must be completed (see instructions on page 2).

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

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 (16)
- [ ] 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)
- [ ] Rule 3.740 collections (09)
- [ ] Other 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 3.400–3.403)
- [ ] 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 complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   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 postjudgment judicial supervision
3. Remedies sought (check all that apply): a. [✓] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action (specify): 1; Violation of Cal. Civ. Code 1790 et seq.
5. This case [ ] is [✓] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 21, 2012
Mark A. Johnson
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

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

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

BY FAX

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

PE13-003 000495LCPV

THE BICKEL LAW FIRM, INC.
Brian J. Bickel, State Bar No. 205646
Brian K. Cline, State Bar No. 246747
Mark A. Johnson, State Bar No. 276753
701 B Street, Suite 1200
San Diego, California 92101-8107
Telephone: (619) 374-4100
Facsimile: (619) 231-9040

Attorneys for Plaintiffs VALERIE COMTE and HARRISON GEVIRTZ

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA BARBARA
JUN 22 2012
GARY M. BLAIR, Executive Officer
BY JACKIE VAZQUEZ, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

SATA BARBARA SUPERIOR COURT

BY FAX

1402454

VALERIE COMTE and HARRISON GEVIRTZ, Plaintiffs, vs. FORD MOTOR COMPANY, and DOE 1 through DOE 10 inclusive, Defendants,	Case No.: COMPLAINT FOR VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT

Plaintiffs allege:

1. Plaintiffs VALERIE COMTE and HARRISON GEVIRTZ (hereinafter "Plaintiffs") are and at all times mentioned herein were, competent adults.

2. Plaintiffs are informed and believe and thereupon allege that defendant FORD MOTOR COMPANY is a corporation.

3. Defendants DOE 1 through DOE 10 inclusive are sued herein pursuant to California Code of Civil Procedure §474. DOE 1 through DOE 10 are each independently, or as a representative of another defendant in this suit, responsible in some manner for the causes of action set forth herein and the damages sustained by Plaintiffs.

///

PE13-003 000496LCPV

4. Plaintiffs purchased the subject 2011 Ford FLEX VIN: 2FMGK5CC6BBD12039 ("the subject vehicle") on or about September 12, 2012 from Perry Ford Lincoln Mercury Mazda in Santa Barbara, California. The subject vehicle is a new motor vehicle that was bought primarily for personal, family, or household purposes or it is a new motor vehicle with a gross vehicle weight under 10,000 pounds that was bought or used primarily for business purposes by an entity to which not more than five motor vehicles are registered in this state. The subject vehicle is a "new motor vehicle" under the Song-Beverly Consumer Warranty Act, Civil Code §§1790 et seq. (the "Act").

5. Perry Ford Lincoln Mercury Mazda is engaged in the business of distributing or selling consumer goods at retail. Plaintiffs are "buyers" under the Act.

6. FORD MOTOR COMPANY manufactures, assembles, or produces consumer goods. FORD MOTOR COMPANY is a "manufacturer" under the Act.

7. FORD MOTOR COMPANY issued an "express warranty" to Plaintiffs in which, *inter alia*, FORD MOTOR COMPANY undertook to preserve or maintain the utility or performance of the subject vehicle. Said warranty was an integral factor in Plaintiffs' decision to purchase the subject vehicle.

8. The subject vehicle has suffered from nonconformity(s) to warranty, including, but not limited to, defect(s) which have manifested in a recurrent loss of power, the vehicle completely turning off resulting in loss of power, no steering, no brakes, the dashboard lights turning off and the radio turning off, and rough steering. Said nonconformity(s) have substantially impaired the vehicle's use, value, or safety to Plaintiffs.

9. Plaintiff has delivered the vehicle to FORD MOTOR COMPANY or its authorized repair facility(s) for repair of said nonconformity(s). FORD MOTOR COMPANY or its authorized repair facility(s) have failed: to service or repair the subject vehicle to warranty after a reasonable number of attempts; begin repairs within a reasonable time; and/or complete repairs within thirty (30) days so as to conform to the applicable warranties.

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PE13-003 000497LCPV

10. The subject vehicle was not fit for the ordinary purposes for which such goods are used and was not of the same quality as those generally acceptable in the trade. FORD MOTOR COMPANY breached the implied warranty of merchantability and implied warranty of fitness. Plaintiffs are entitled to revoke acceptance of the subject vehicle under the Act.

11. FORD MOTOR COMPANY has not replaced the vehicle or otherwise made restitution to Plaintiffs pursuant to its obligations under the Act.

12. Plaintiffs are informed and believe and thereupon allege that FORD MOTOR COMPANY's refusal to replace the vehicle or make restitution to Plaintiffs was willful and not the result of a good faith and reasonable belief that the facts imposing said statutory obligation were absent.

13. Pursuant to the Act, Plaintiffs are entitled to restitution in an amount equal to the actual price paid or payable by Plaintiffs and collateral charges such as sales tax, license fees, registration fees, and other official fees less an amount directly attributable to use by Plaintiffs prior to the time Plaintiffs first delivered the vehicle for repair.

14. Plaintiffs are entitled to recover incidental, consequential, and general damages, including, but not limited to, reasonable repair, towing, and rental car costs actually incurred by Plaintiffs.

15. Plaintiffs are entitled to recover a civil penalty up to two times the amount of actual damages for FORD MOTOR COMPANY's willful refusal to comply with its statutory obligations under the Act.

16. Plaintiffs are entitled to recover a sum equal to the aggregate amount of costs and expenses including attorney's fees based on actual time expended and reasonably incurred in connection with the commencement and prosecution of this action.

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PE13-003 000498LCPV

WHEREFORE, Plaintiffs pray judgment against FORD MOTOR COMPANY as follows:

1. For actual damages, including collateral charges, and incidental, consequential, and general damages. To date, such damages include, but are not limited to, in amounts according to proof, Plaintiffs' down payment ($7,500.00), monthly finance payments to date (est. $8,399.30), current vehicle registration ($395.00), rental car expense(s) ($ATP), and, in amounts according to proof, pay off of the vehicle loan, future vehicle finance payments, repair expense(s), expenses inadvertently omitted herein, and other future expenses reasonably incurred by Plaintiffs in connection with this action; and

2. For a civil penalty up to two times the amount of actual damages; and

3. For rescission of the contract and restitution of consideration; and

4. For interest on said sum from date of rescission to date of judgment herein; and

5. For attorney's fees based on actual time expended and reasonably incurred in connection with the commencement and prosecution of this action; and

6. For costs of suit incurred in connection with the commencement and prosecution of this action; and

7. For such other and further relief as the court deems proper.

DATED: June 21, 2012

THE BICKEL LAW FIRM, INC.
Attorneys for Plaintiffs

By: MARK A. JOHNSON

PE13-003 000499LCPV

Superior Court of California
County of Santa Barbara

CADRe

(Court-Administered Dispute Resolution)

Program Information

DO YOU HAVE A PENDING CIVIL CASE?

This brochure explains the Santa Barbara Superior Court's CADRe Program. ***CADRe is the Court's Alternative Dispute Resolution (ADR) office. CADRe is not a lawyer referral service nor an investigative or enforcement agency and CADRe staff cannot give legal advice.***

CADRe typically becomes involved in a civil case after the judge refers the case to the program at the first Case Management Conference. CADRe offers litigants a variety of options to enable faster resolution of civil disputes.

WHY DOES THE COURT SUGGEST ADR?

ADR can be speedier and less costly than litigation. It can permit more participation by the litigants and more flexibility in finding ways to resolve a dispute, resulting in greater satisfaction with the outcome.

ADR is not appropriate for every case, however. It requires the parties to cooperate with each other to end the dispute. It may not be effective if it occurs before the parties have sufficient information to resolve the dispute. There are usually costs associated with using an ADR process and timing guidelines to consider.

The CADRe staff will screen cases for their suitability for ADR, as well as those cases that need a pro bono or reduced-fee arrangement.

The CADRe program began accepting cases in July of 1999. As of April 2005 the program enjoys a total resolution rate of nearly 83%. Comprehensive statistics on the program's performance are available online at www.sbcadre.org/CADRe/stats.htm or at the CADRe office.

SMALL CLAIMS & CIVIL HARASSMENT CASES

The court offers mediation of Small Claims and Civil Harassment Restraining Order cases through the Community Mediation Program (CMP). Any party to a Small Claims or Civil Harassment Restraining Order case can request mediation by calling the CMP office in Santa Barbara at (805) 963-6765 or in Santa Maria at (805) 349-8943.

ACCESSING THE CADRe PROGRAM

Before the initial 120-day Case Management Conference (CMC), counsel and their clients are expected to discuss ADR options for the case and complete the *Case Management Statement [CM110]*. This form must be served on the other parties and filed with the court no later than (15) days prior to the CMC.

STATE OF CALIFORNIA - COUNTY OF SANTA BARBARA
SUPERIOR COURT – CADRe PROGRAM
1100 Anacapa Street, Santa Barbara, CA 93101 www.sbcadre.org
Ph: (805) 568-3124 / Fax: (805) 568-3144 / E-Mail: cadre@sbcourts.org

CADRe Program Evaluation

Please complete this form and return to CADRe by fax, mail, or e-mail to the above address. You do not have to identify yourself, though you must if you wish contact by the CADRe Director. **NOTE: CADRe will share this evaluation with the Neutral unless you state otherwise below.** This form is also available online at www.sbcadre.org/forms/ct.htm. Thank you.

Case Name: _____ *Neutral's Name:* _____

Case No.: _____ *Your Name/Phone (OPTIONAL):* _____

☐ Please do NOT share this evaluation with the Neutral.

1. Your Role: ☐ Litigant/Client ☐ Attorney ☐ Adjuster ☐ Other _____

2. Process Used:

☐ CMADRESS ☐ Mediation ☐ Arbitration ☐ Neutral Evaluation ☐ Other: _____

3. The ADR Process ended in:

☐ Full Agreement ☐ Partial Agreement ☐ Non-Agreement

4. Length of ADR process: Total Number of Hours: _____ *Number of Sessions:* _____

5. If applicable, how much time or money, IF ANY, do you estimate you saved by using ADR in this case?

_____

Please rate your satisfaction with the Neutral, any ADR process used, and with the CADRe program:

[NA= Not Applicable 1=Strongly DISAGREE 3 = Neither Agree nor Disagree 5=Strongly AGREE]

		1	2	3	4	5
6. The Neutral maintained impartiality.	☐ NA	☐	☐	☐	☐	☐
Comments:						
7. The process offered a setting conducive to resolution.	☐ NA	☐	☐	☐	☐	☐
Comments:						
8. I did not feel unduly pressured to reach an agreement.	☐ NA	☐	☐	☐	☐	☐
Comments:						
9. The Neutral used good process skills.	☐ NA	☐	☐	☐	☐	☐
Comments:						
10. The Neutral understood the issues of the case.	☐ NA	☐	☐	☐	☐	☐
Comments:						
11. I would use this Neutral again.	☐ NA	☐	☐	☐	☐	☐
Comments:						
12. I would use the CADRe program again.	☐ NA	☐	☐	☐	☐	☐
Comments:						

Please write any additional suggestions or comments here. Use reverse side if necessary. CADRe is not seeking confidential or privileged information. Thank you for completing this evaluation.

ATTORNEY OR PARTY WITHOUT ATTORNEY *(NAME AND ADDRESS)*: TELEPHONE NO.: ATTORNEY FOR *(Name)*:	*FOR COURT USE ONLY*
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
STIPULATION AND ORDER TO ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCESS	CASE NUMBER: ASSIGNED JUDGE:

MANDATORY SETTLEMENT CONFERENCE DATE (if applicable): _____

This fully executed stipulation must be returned to the CADRe office by: _____ (Fax 805-568-3144)

1. **STIPULATION REGARDING ALTERNATIVE DISPUTE RESOLUTION:**
The parties hereby stipulate that all claims in this action shall be submitted to the following ADR process and the parties will appear at such hearing with persons having full authority to resolve the dispute pursuant to California Rules of Court, Rule 1634:

   a. Amount in Controversy is $50,000.00 or under:
   - ☐ Judicial Non-binding Arbitration (CCP 1141.12)
   - ☐ Limited Mediation with Mediator Assigned by the CADRe Office (CCP 1775)

   b. Amount in Controversy exceeds $50,000.00:
   - ☐ Binding Arbitration
   - ☐ CADRe Mediation
   - ☐ Neutral Evaluation
   - ☐ Special Master
   - ☐ Other: _____

2. **THE ADR PROCESS WILL BE CONDUCTED BY:**
Neutral's Name: _____ Phone: _____

3. **THE MEDIATION (OR OTHER ADR PROCESS) WILL OCCUR ON (mm/dd/yy):** _____

4. **PARTY REPRESENTATIVES:**

X_____ For Plaintiff: Name: _____	X_____ For Defendant: Name: _____
Address: _____	Address: _____
City/St/Zip: _____	City/St/Zip: _____
Tel / Fax: _____	Tel / Fax: _____
E-Mail: _____	E-Mail: _____

(If additional signatures are required, please attach an additional signature page)

IT IS SO ORDERED PURSUANT TO THE ABOVE STIPULATION:

Date: _____

_____
Judge of the Superior Court

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS): TELEPHONE NO.: ATTORNEY FOR (Name):	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
STIPULATION AND ORDER TO ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCESS	CASE NUMBER: ASSIGNED JUDGE:

MANDATORY SETTLEMENT CONFERENCE DATE (if applicable): _____

This fully executed stipulation must be returned to the CADRe office by: _____ (Fax 805-568-3144)

1. **STIPULATION REGARDING ALTERNATIVE DISPUTE RESOLUTION:**
The parties hereby stipulate that all claims in this action shall be submitted to the following ADR process and the parties will appear at such hearing with persons having full authority to resolve the dispute pursuant to California Rules of Court, Rule 1634:

   a. Amount in Controversy is $50,000.00 or under:
      - ☐ Judicial Non-binding Arbitration (CCP 1141.12)
      - ☐ Limited Mediation with Mediator Assigned by the CADRe Office (CCP 1775)

   b. Amount in Controversy exceeds $50,000.00:
      - ☐ Binding Arbitration
      - ☐ CADRe Mediation
      - ☐ Neutral Evaluation
      - ☐ Special Master
      - ☐ Other: _____

2. **THE ADR PROCESS WILL BE CONDUCTED BY:**
Neutral's Name: _____ Phone: _____

3. **THE MEDIATION (OR OTHER ADR PROCESS) WILL OCCUR ON (mm/dd/yy):** _____

4. **PARTY REPRESENTATIVES:**

X_____	X_____
For Plaintiff:	For Defendant:
Name: _____	Name: _____
Address: _____	Address: _____
City/St/Zip: _____	City/St/Zip: _____
Tel / Fax: _____	Tel / Fax: _____
E-Mail: _____	E-Mail: _____

(If additional signatures are required, please attach an additional signature page)

IT IS SO ORDERED PURSUANT TO THE ABOVE STIPULATION:

Date: _____

_____
Judge of the Superior Court

PE13-003 000503LCPV

Referrals to CADRe are usually made at the CMC. The nature of any referral to CADRe will depend on the judge's determination of the amount in controversy at the CMC. If this amount does not exceed $50,000.00, the judge may order the case to "Limited Mediation." If the amount in controversy exceeds $50,000.00, the judge may order the case to "CMADRESS."

Whatever the judge orders regarding ADR, the parties can go directly to the CADRe office, or call CADRe at 805-568-3124 for a brief conference. CADRe staff will discuss ADR options and explain program procedures to allow the parties to comply with the judge's order.

WHAT IS "CMADRESS?"

As of July 2005, the civil departments countywide have implemented "CMADRESS" [Case Management Alternative Dispute Resolution Early Settlement Session]. If the judge so orders, **trial counsel and their clients** will be required to attend an early settlement session with a neutral assigned by the CADRe office, usually within 45 days of the date of the judge's order. The neutral will address the potential benefits of ADR for the case and begin efforts at early settlement if indicated. Contact the CADRe office for more information about CMADRESS.

CASES INVOLVING $50,000.00 OR LESS

If the amount in controversy in the case is $50,000.00 or less (CCP §1141), CADRe offers:

Limited Mediation (in Lieu of Judicial Arbitration): Per Local Rule 1102, cases with an amount in controversy of $50,000.00 or less that are subject to Judicial Arbitration may instead elect or be ordered to Limited Mediation by the judge.

The CADRe office will assign a mediator to the case, usually with input from the parties. CADRe staff will explain the assignment procedure to you. The first three (3) hours of mediation are provided free of charge to the parties (the court pays the mediator for this time period). Thereafter, the mediator may charge the parties a reduced hourly rate **not to exceed $125.00 per hour**.

NOTE: ***For Limited Mediation, you must always contact the CADRe office first for CADRe to assign a mediator to the case. If you contact a mediator independently without obtaining an LM assignment sheet from the CADRe office first, then you will be expected to pay the mediator's market hourly rate.***

Next, you must contact the assigned mediator and set a mutually-agreeable date for the mediation with all participants and the mediator. ***CADRe staff does not schedule the mediation.*** Finally, you must deliver to the CADRe office (fax is acceptable as long as the entire document is legible) a completed *Stipulation and Order to ADR Process* form [SC2038]. **Please be sure to include the mediation date information (Item 3).** The stipulation form is incomplete without this date, and CADRe cannot file the form until it is complete. Contact CADRe for help with the stipulation form.

CASES INVOLVING OVER $50,000.00 IN CONTROVERSY (OR AT YOUR OPTION)

If all parties agree on an ADR process you then select a neutral person to conduct the process.

CADRe maintains five separate panels of neutrals, but you are free to use a non-CADRe neutral if you wish. Comprehensive information on CADRe panelists (including their backgrounds,

qualifications, and styles of practice) is available on the CADRe website at **www.sbcadre.org** OR at the CADRe office. ***CADRe does not schedule the ADR process***. You then contact the neutral and arrange a mutually-agreeable date for the ADR process, and then deliver to the CADRe Office (by fax is acceptable if the entire document is legible) a completed *Stipulation and Order to ADR Process* form [SC2038]. **Please be sure to include the process date information (Item 3).** The stipulation form is incomplete without this date, and CADRe cannot file the form until it is complete. Contact CADRe for help with the stipulation form.

Unless otherwise agreed, litigants will share the cost of the neutral they select.

If the amount in controversy in the case exceeds $50,000.00, CADRe offers:

CADRe Mediation: The mediator you select helps you negotiate a mutually-acceptable resolution to the case. The mediator does not impose a decision on you, but rather assists you in exploring options for resolution, typically focusing on the parties' interests. The disputants retain total control of the outcome.

Mediation is a confidential process (Evidence Code §1115-1128). Statements made in mediation cannot be repeated in court. The mediator does not communicate with the court except to file a *Statement of Agreement or Non-Agreement* (Form ADR-100).

Neutral Evaluation (NE): The neutral you select evaluates the claims and supporting evidence. and offers an assessment of the merits of the case. The evaluator can clarify the central issues in dispute, assist with discovery and motion planning, or with an informal exchange of key information, or even facilitate settlement discussions when requested by the parties. These assessments are not binding, however, equipped with this information, cases frequently settle within a short time after the NE.

Binding Arbitration: The neutral you select hears the evidence in your case, makes a determination, and issues an award. Binding arbitration is final. It brings closure with very few rights of appeal.

Special Master: The neutral you select works with you to customize an appropriate dispute resolution process to meet your particular needs. Special Master processes can include: settlement conferences with a member of our Settlement Master panel, Discovery Referees to assist in resolving discovery disputes in complex cases, Judges Pro Tem to serve as adjudicators, Private Judges for private mini-trials, or any custom process the parties choose to design.

TIMING GUIDELINES, CODES & RULES

Under Local Rule 1102, parties are to complete and return the ADR Stipulation to the CADRe office within ten (10) days of either the CADRe conference or the Case Management Conference where the judge referred the case to the CADRe program.

The ADR process should be completed within sixty (60) days after filing the ADR stipulation unless otherwise permitted by the judge.

Within ten (10) days after the final ADR session, the neutral will file a *Statement of Agreement or Non-Agreement* (Form ADR-100) with the court via the CADRe office, and will serve it on all parties [refer CRC 1635].

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NOTE: It is the mediator's sole responsibility to serve the ADR-100 document on the parties and file the original with the court. The parties are not responsible for serving or filing the ADR-100, but they must still file the usual settlement documents if the mediation ends in agreement [CRC 225]. The mediator's ADR-100 does not take the place of the parties' Notice of Settlement or Request for Dismissal.

Parties in mediation retain the right to obtain discovery to the extent available under the Civil Discovery Act of 1986 (CCP §1775.11).

Mediation is a confidential process. Statements made in mediation cannot be repeated in court. (CA Evidence Code §1115-1128). ***Mediation briefs should ONLY be sent to the mediator and NOT filed with the court*** (CA Evidence Code §1119).

MEDIATION ATTENDANCE

CALIFORNIA RULES OF COURT, RULE 1634
(APPEARANCE AT MEDIATION SESSIONS)

The parties shall personally appear at the first mediation session, and at any subsequent session unless excused by the mediator. When the party is other than a natural person, it shall appear by a representative with authority to resolve the dispute or, in the case of a governmental entity that requires an agreement to be approved by an elected official or legislative body, by a representative with authority to recommend such agreement. Each party is entitled to have counsel present at all mediation sessions that concern it, and such counsel and an insurance representative of a covered party also shall be present or available at such sessions, unless excused by the mediator. (*Adopted, eff. March 1, 1994*)

SANTA BARBARA SUPERIOR COURT CADRe RULE

SANTA BARBARA SUPERIOR COURT, RULE 1102
COURT ADMINISTERED DISPUTE RESOLUTION (CADRe)

a. [Service and Filing] As part of the service and proof of service of complaints, the plaintiff(s) shall include a copy of the *Court Administered Dispute Resolution (CADRe) Program Information* and a *Stipulation and Order to Alternative Dispute Resolution (ADR) Process* form per CRC 201.9(c). Not later than fifteen (15) days before the 120-day Case Management Conference prescribed by Rule 1309(d) of this Court, all counsel shall file with the court a completed *Case Management Statement [CM-110]* and serve it on all other parties. At the Case Management Conference, the Court will make a determination of the amount in controversy, in the manner provided by Section 1141.16 of the Code of Civil Procedure.

b. [ADR Consultation] At the court's discretion, counsel and parties may be required to attend a consultation with the staff of the Court's CADRe Program within ten (10) days of the 120-day Case Management Conference or as otherwise directed by the court. Parties and counsel shall be fully prepared to discuss with the court and CADRe staff the appropriate dispute resolution method(s) for the case.

c. [Timing, Disposition and Reporting] If an ADR process is selected, counsel shall file with the court a fully-executed *Stipulation and Order to Alternative Dispute Resolution (ADR) Process* form within ten (10) days after the later of either:

(i) the 120- day Case Management Conference, or
(ii) the CADRe Consultation, indicating their participation in an ADR process.

SANTA BARBARA SUPERIOR COURT, RULE 1102, continued

The parties shall conduct the ADR process within sixty (60) days of filing the ADR Stipulation, unless otherwise agreed to by the court. The Neutral shall file with the court a *Statement of Agreement or Non-Agreement [ADR-100]* within ten (10) days of the final ADR session. All reports to the Court by any mediator shall strictly comply with Section 1115 et. seq. of the California Evidence Code, regarding disclosure of confidential or privileged information.

Cases that do not resolve through the use of an ADR process shall proceed to trial in accordance with these rules. Participation in an ADR process shall not affect time periods specified in the Trial Court Delay Reduction Act. Upon any settlement or other disposition of a case, other than by trial, wherein an ADR process has occurred or is pending, notice of such disposition shall be given to all parties, to the Court, to the arbitrator or other ADR neutral involved in the case, and also to the Court's CADRe Program, in the manner required by Rule 225 of the California Rules of Court.

c. [Mediation in lieu of Judicial Arbitration] Civil cases with an amount in controversy of $50,000.00 or less that are subject to Judicial Arbitration (CCP §1141 et. seq.) may be ordered to Limited Mediation in lieu of Judicial Arbitration (CCP §1775 et. seq.) at the request of the parties or the discretion of the court.

(Adopted 01-01-98. As amended, eff. 01-01-05)

THE CADRe WEBSITE – www.sbcadre.org

Please visit the CADRe website at **www.sbcadre.org**. There you will find comprehensive information on all of the CADRe neutrals, and a listing of panelists by areas of expertise.

The site also includes all of the applicable rules and code sections. Also, all forms referred to in this brochure are available on the site in editable PDF format. The site also contains detailed statistical information on the program's and the mediation panel's performance to date and published articles of interest.

Santa Barbara Superior Court
CADRe Program
Chris Profio, CADRe Director

E-Mail: **cproflo@sbcourts.org**
Website: **www.sbcadre.org**

In Santa Barbara:

Santa Barbara Superior Court
1100 Anacapa Street
Santa Barbara, CA 93101
805-568-3124
805-568-3144 (fax)
(In Family Court Services, ground floor, near Dept. 6)

In Santa Maria (Mondays Only):*

Santa Barbara Superior Court
312-C East Cook Street
Santa Maria, CA 93454
805-346-7404
805-346-7616 (fax)
(In the Cook Division Civil Clerk's Office)
NOTE: subject to change without notice

PE13-003 000507LCPV

ATTORNEY OR PARTY WITHOUT ATTORNEY *(NAME AND ADDRESS)*: TELEPHONE NO.:	*FOR COURT USE ONLY*
ATTORNEY FOR *(Name)*:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
STIPULATION AND ORDER TO ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCESS	CASE NUMBER: ASSIGNED JUDGE:

MANDATORY SETTLEMENT CONFERENCE DATE (if applicable): _____

This fully executed stipulation must be returned to the CADRe office by: _____ (Fax 805-568-3144)

1. **STIPULATION REGARDING ALTERNATIVE DISPUTE RESOLUTION:**
The parties hereby stipulate that all claims in this action shall be submitted to the following ADR process and the parties will appear at such hearing with persons having full authority to resolve the dispute pursuant to California Rules of Court, Rule 1634:

   a. Amount in Controversy is $50,000.00 or under:
      [ ] Judicial Non-binding Arbitration (CCP 1141.12)
      [ ] Limited Mediation with Mediator Assigned by the CADRe Office (CCP 1775)

   b. Amount in Controversy exceeds $50,000.00:
      [ ] Binding Arbitration
      [ ] CADRe Mediation
      [ ] Neutral Evaluation
      [ ] Special Master
      [ ] Other: _____

2. **THE ADR PROCESS WILL BE CONDUCTED BY:**
Neutral's Name: _____ Phone: _____

3. **THE MEDIATION (OR OTHER ADR PROCESS) WILL OCCUR ON (mo/dy/yr):** _____

4. **PARTY REPRESENTATIVES:**

X_____	X_____
For Plaintiff:	For Defendant:
Name: _____	Name: _____
Address: _____	Address: _____
City/St/Zip: _____	City/St/Zip: _____
Tel / Fax: _____	Tel / Fax: _____
E-Mail: _____	E-Mail: _____

(If additional signatures are required, please attach an additional signature page)

IT IS SO ORDERED PURSUANT TO THE ABOVE STIPULATION:

Date: _____ _____
Judge of the Superior Court

PE13-003 000508LCPV

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
3/12/2012	[redacted]	2FMGK5CC6BB[redacted]	2011	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	506900412		
3/2/2012	[redacted]	2FMGK5CC6BB[redacted]	2011	01
CLOSED	CORRESPONDENCE - CORRESPONDENCE	506900412		

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VEHICLE DETAIL

VIN:	2FMGK5CC6BE[redacted]	**Engine:**	3.5L 4V DOHC VCT SMPI V6 GAS
Make:	FORD	**Transmission:**	6 SPD AUTO TRANS 6F A
Model:	FLEX	**Paint Code/Color:**	WHITE PLATINUM TRI-COAT
Year:	2011	**Calibration:**	BP31D60A
Pay Load:		**Max Towing Weight:**	
GVWR:	05970	**Axle Ratio:**	
WheelBase:	118	**Warranty Start Date:**	9/11/2010
GCWR:		**Vehicle Build Date:**	8/19/2010
PEP Code:	202A		

Selling Dealers Name: PERRY FORD
Selling Dealers P & A Code: 10059 **Selling Dealers Sales Code:** F71451
Selling Dealers Main Phone: 805-682-2411 **Selling Dealers Service Phone:** 805-898-0800

Vehicle Order Image

```
1 2 3 4 5 6 7 8 9 10  1 2 3 4 5 6 7 8 9 20  1 2 3 4 5 6 7 8 9 30  1 2 3 4 5 6 7 8 9 40  1 2 3 4 5 6 7 8 9 50
K 5 [redacted]  [redacted] 1 1 8       6  D 2  2 9 G 1 1 3 8          R G  E   2 P J 3 E  C 8 E

1 2 3 4 5 6 7 8 9 60  1 2 3 4 5 6 7 8 9 70  1 2 3 4 5 6 7 8 9 80  1 2 3 4 5 6 7 8 9 90  1 2 3 4 5 6 7 8 9 100
C        6 1     G   T L B   3 7  1 B 0 8 2   3 V   U G      M L W   L          C 2

1 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120 1 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150
F M G 6 F 0          L  2 0 2 A  9  C J C A      Y

1 2 3 4 5 6 7 8 9 160
```

Ford Confidential

All Action Details for Issue

Print

VIN: 2FMGK5CC6BE[redacted] **Year:** 2011 **Model:** **Case:** 506900412
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-09-11
Symptom Desc: STALLS/QUITS CRUISE **Primary Phone:** [redacted]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK **Secondary Phone:**
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 02/13/2012

Action: TIER II ESCALATION - UNABLE TO DUPLICATE
Dealer: 10059 PERRY FORD **Origin Desc:** US CONCERN CASE BASE
Odometer: 15500 MI **Comm Type:** PHONE
Analyst Name: GROSS, AMY **Analyst:** AGROSS29
Action Date: 02/10/2012 **Action Time:** 14.04.49.949 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
VALERIE		COMTE	8052598935	PARENT

Comments CUSTOMER SAID: = VEH IS AT DLR NOW = THERE IS A BIG PROBLEM WITH THIS VEH AND NOT BEING ADDRESSED CORRECTLY= AUG WAS COMING DOWN A MOUNTAIN AND VEH SHUT OFF = ALL LIGHTS CAME ON= LOST POWER STEERING = GAVE A HARD TIME WITH GETTING LOANER = HAD FOR 5 DAYS AND SAID COULNDT DUPLICATE IT = LAST WEDS GOT OFF FREEWAY AND GOING UP HILL AND SAME THING HAPPENED = DLR IS HAS CONTACTED TECH HOTLINE BECAUSE THEY DONT KNOW WHAT TO DODEALER SAID: PERRY FORD LINCOLN 440 HITCHCOCK WAYSANTA BARBARA CA 93105(800) 350-5845CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE= PLS CONTACT C/W[redacted]

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT
Dealer: 10059 PERRY FORD **Origin Desc:** DEALER
Odometer: 15500 MI **Comm Type:** VISIT
Analyst Name: JOHN VAN.WY **Analyst:** J-VANW10
Action Date: 02/10/2012 **Action Time:** 17.24.56.252 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
JOHN	W	VAN WYK	8054563423	DEALER

Comments UNABLE TO DUPLICATE CUSTOMER CONCERN. NO CODES STORED. CONTACTED HOTLINE AND PERFORMED RECOMMENDED TESTS. ALL CHECKS OUT OK. HOTLINE RECOMMEND INSTALLING DATA RECORDER. INSTALLED DATA RECORDER AND NOTIFIED CUSTOMER.

Action: CREATE FOLLOW UP
Dealer: 10059 PERRY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15500 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 02/13/2012 **Action Time:** 19.24.15.717 **Action Data:** Yes

Comments OBC TO S/M JOHN - NOT AVAIL - LM REQUESTING A CALL BACK ON CASE *** ONLY VEH ON FILE - NO ESP OR RECALL ON FILE - NO REPAIR HISTORY FOR CONCERN, PER AWS - PER NHL, REPORT # BHHCJ019 (2/10/12): IF THE CONCERN CANNOT BE DUPLICATED, FURTHER DIAGNOSTICS CANNOT BE RECOMMENDED AS THIS COULD POTENTIALLY LEAD TO INCORRECT COMPONENT REPLACEMENT. PLEASE INSTALL A VDR (IF AVAILABLE) ON THE VEHICLE AND ADVISE THE CUSTOMER HOW TO MAKE A RECORDING OF THE EVENT. **** OBC TO C/W [redacted] - NO ANSWER - LM ON VM - CSM TO F/U TUES, 2/13

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-13-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 10059 PERRY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15500 MI **Comm Type:** PHONE
Analyst Name: JOHNSON,MARK **Analyst:** MJOHSON
Action Date: 02/14/2012 **Action Time:** 16.12.52.803 **Action Data:** Yes

Comments CSM MARK X:77716. CSM MARK X: 77716. NO ESP ON RECORD. OBC TO S/A GENE @ 805-682-2411 AND HE SAID VDR WAS INSTALLED IN VEH. VEH WILL BE UP TO THE 2/20 TO VERIFY ANY CONCERNS AND REMOVE VDR.

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-20-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 10059 PERRY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15500 MI **Comm Type:** PHONE
Analyst Name: JOHNSON,MARK **Analyst:** MJOHSON
Action Date: 02/14/2012 **Action Time:** 19.32.41.185 **Action Data:** No

Comments CSM MARK X: 77716. IBC FROM CUST [redacted] TO EXPLAIN THAT THE VEH HAS PREVIOUSLY STALLED OUT SIX MONTHS AGO. CUST ASKS THAT FORD GIVE HER ANOTHER VEH AS A SWAP. I EXPLAINED TO THE CUST THAT WE NEED TO DUPLICATE THE ISSUE AND UNTIL THAT TIME REPLACEMENT IT NOT SOMETHING BEING OFFERED.

Action: CREATE FOLLOW UP
Dealer: 10059 PERRY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15500 MI **Comm Type:** PHONE
Analyst Name: JOHNSON,MARK **Analyst:** MJOHSON
Action Date: 02/20/2012 **Action Time:** 19.39.25.348 **Action Data:** Yes

Comments CSM MARK X: 77716. OBC TO S/A GENE @ 805-682-2411 AND WAS TOLD WIFE SAID SHE DID NOT RECORD ANY INCIDENTS AND CUST IS BRINGING VEH IN TOMORROW TO HAVE VDR REMOVED. I WILL SCHEDULE A FOLLOW UP CALL FOR 2/21.

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-21-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 10059 PERRY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 15500 MI **Comm Type:** PHONE
Analyst Name: JOHNSON,MARK **Analyst:** MJOHSON
Action Date: 02/21/2012 **Action Time:** 19.43.03.673 **Action Data:** Yes

Comments CSM MARK X: 77716. OBC TO S/A GENE @ 805-682-2411 AND WAS TOLD VEH IS AT DLR NOW. I WILL SCHEDULE A FOLLOW UP CALL FOR 2/22.

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-22-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 10059 PERRY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15500 MI **Comm Type:** PHONE
Analyst Name: JOHNSON,MARK **Analyst:** MJOHSON
Action Date: 02/22/2012 **Action Time:** 17.01.33.716 **Action Data:** Yes

Comments CSM MARK X: 77716. OBC TO S/A GENE @ 805-682-2411 SAID VDR WAS REMOVED, NO PROBLEM FOUND, AND VEH WAS RTN'D CUST. OBC TO CUST @ [redacted] AND I REC'D V/M. IT IS NOT ACCEPTING V/M. I WILL SCHEDULE A FOLLOW UP CALL TO ASK CUST IF HE HAS ANY QUESTIONS OR CONCERNS. CUST IS CONCERNED WITH A STALLING ISSUE THAT IS NOT ABLE TO BE DUPLICATED OR THAT LEAVES TROUBLE CODES.

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-23-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 10059 PERRY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15500 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 02/23/2012 **Action Time:** 16.26.02.683 **Action Data:** Yes

Comments OBC TO CUST @ [redacted] - NO ANSWER AND UNABLE TO LM ON VM AS IT'S FULL - WILL F/U MON, 2/27

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-27-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: UNABLE TO CONTACT - INITIAL
Dealer: 10059 PERRY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15500 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 02/27/2012 **Action Time:** 17.28.03.355 **Action Data:** No

Comments OBC TO CUST [redacted] - NO ANSWER AND UNABLE TO LM ON VM AS IT'S FULL - CSM WILL MAKE NO FURTHER ATTEMPTS TO CONTACT CUST

Action: CRC FOLLOW UP COMP, REOPEN -CUST NOT SATISFIED OR VEH NOT REPAIR
Dealer: 10059 PERRY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15500 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54

Action Date: 03/01/2012 **Action Time:** 17.31.51.937 **Action Data:** No

Comments IBC FROM ZM LAUREN SIMMERS (CSM RECEIVED A LETTER VIA E-MAIL FROM ZM ABOUT CUSTOMER'S COMPLAINT) - CUSTOMER'S COMPLAINT VIA E-MAIL HAS RECEIVED A LOT OF VISIBILITY WITHIN THE REGION AND CONSUMER AGENCIES VIA THE INTERNET - CUSTOMER'S CONCERN HAS NOT BEEN DUPLICATED BY THE DLRSHP - CONCERN IS AS FOLLOWS: COMPLETE LOSS OF POWER, ALL LIGHTS IN DASH COME ON, POWER STEERING LOSS - CONCERN HAS OCCURED TWICE - TECH HOTLINE WAS INVOLVED AND THEY SUGGESTED THE VDR, WHICH DID NOT CAPTURE ANY EVENTS - ZM LAUREN SIMMERS AND HER BOSS ARE REQUESTING THE INVOLVEMENT OF FSE GORDIE KALTZ *** CSM REOPENING CASE BASED ON THIS INFORMATION - ZM ADVISED SHE WOULD CONTACT CUST AND HAVE HER VEH BROUGHT IN - I ADVISED IF A LOANER OR RENTAL IS NEEDED, I WILL GLADLY ASSIST IN THE COSTS - ALSO ADVISED VEH WILL NEED TO BE AT THE DLRSHP IN ORDER FOR A TAR TO BE REQUESTED

Action: CREATE FOLLOW UP
Dealer: 10059 PERRY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15500 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 03/01/2012 **Action Time:** 17.58.49.241 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
LAUREN SIMMERS		ZONE MANAGER		FORD EXECUTIVE

Comments ZM TO CONTACT CUST TO GET VEH TO DLRSHP

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-05-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 10059 PERRY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15500 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 03/05/2012 **Action Time:** 16.55.36.717 **Action Data:** Yes

Comments PER ZM LAUREN SIMMERS, CUST IS TO BRING VEH TO DLRSHP ON THURS, 3/8 AS FSE WILL BE THERE ON THAT DAY - CSM TO SUBMIT TAR ON WEDS, 3/7

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-07-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: TAR--FSE TECHNICAL ASSISTANCE REQUEST
Dealer: 10059 PERRY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15500 MI **Comm Type:** OTHER
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 03/07/2012 **Action Time:** 18.12.11.838 **Action Data:** Yes

Comments CSM RECEIVED A LETTER VIA E-MAIL FROM ZM ABOUT CUSTOMER'S COMPLAINT - CUSTOMER'S COMPLAINT VIA E-MAIL HAS RECEIVED A LOT OF VISIBILITY WITHIN THE REGION AND CONSUMER AGENCIES VIA THE INTERNET - CUSTOMER'S CONCERN HAS NOT BEEN DUPLICATED BY THE DLRSHP - CONCERN IS AS FOLLOWS: COMPLETE LOSS OF POWER, ALL LIGHTS IN DASH COME ON, POWER STEERING LOSS - CONCERN HAS OCCURED TWICE - TECH HOTLINE WAS INVOLVED AND THEY SUGGESTED THE VDR, WHICH DID NOT

CAPTURE ANY EVENTS - ZM LAUREN SIMMERS AND HER BOSS ARE REQUESTING THE INVOLVEMENT OF FSE GORDIE KALTZ

Data Element Name	Data Value
APPROVER'S CDSID:	PMITCH22
APPROVER'S NAME:	MITCHELL,PATRICK
DAYS OUT OF SERVICE:	1
NUMBER OF PRIOR REPAIR ATTEMPTS:	0
INFORMATION OBTAINED FROM:	DEALER
PRIOR NHL REPORT #:	YES
BODY CONVERSION:	NONE
VEHICLE LOCATION (P&A CODE):	10059
DEALER NAME:	PERRY FORD LINCOLN
PHONE AT VEHICLE LOCATION:	805-682-2411
DEALER CONTACT:	JOHN HENSLEY
CONTACT TITLE:	SERVICE MANAGER
STATUS OF VEHICLE LOCATION:	DEALER
DESCRIPTION OF VEHICLE CONCERN:	LOSS OF POWER, POWER STEERING LOSS
STATE:	CALIFORNIA

Action: CREATE FOLLOW UP
Dealer: 10059 PERRY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15500 MI **Comm Type:** OTHER
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 03/07/2012 **Action Time:** 18.13.15.357 **Action Data:** Yes

Comments TAR SUBMITTED

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-07-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 10059 PERRY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15500 MI **Comm Type:** OTHER
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 03/08/2012 **Action Time:** 12.22.45.753 **Action Data:** Yes

Comments CORRECTION ON PREVIOUS ACTION - CSM MEANT TO SCHEDULE F/U FOR MON, 3/12

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-12-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: TAR–SME APPROVAL/DENIAL
Dealer: 10059 PERRY FORD **Origin Desc:** REGIONAL ESCALATION SPECIALIST
Odometer: 15500 MI **Comm Type:** INTERNET
Analyst Name: MITCHELL,PATRICK **Analyst:** PMITCH22
Action Date: 03/08/2012 **Action Time:** 15.47.49.387 **Action Data:** Yes

Comments FSE HAD OPENED A TAR ON THEIR OWN FOR THIS CONCERN ON 3/7/2012.

Data Element Name	Data Value
DOES TL/CRS AGREE TO TAR? (Y/N):	NO

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT
Dealer: 10059 PERRY FORD **Origin Desc:** DEALER
Odometer: 15500 MI **Comm Type:** VISIT
Analyst Name: JOHN VAN.WY **Analyst:** J-VANW10
Action Date: 03/08/2012 **Action Time:** 18.01.28.858 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
JOHN	W	VAN WYK	8054563423	DEALER

Comments VEHICLE INSPECTED BY GORDIE KALTZ AND RETURNED TO CUSTOMER APROX 24 HOURS LATER. PICKED UP AT 3:01 PM TODAY. AS FAR AS I KNOW VEHICLE IS OPERATING TO FACTORY SPECS.

Action: CONCERN ADDRESSED
Dealer: 10059 PERRY FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15500 MI **Comm Type:** OTHER
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 03/12/2012 **Action Time:** 15.06.34.535 **Action Data:** Yes

Comments CSM CLOSING CASE PER DLR COMMENTS

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	70
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	Y
TECH HOTLINE CONSULTED? (Y/N)	Y
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

All Action Details for Issue

Print

VIN: 2FMGK5CC6BB[redacted] **Year:** 2011 **Model:** **Case:** 506900412
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-09-11
Symptom Desc: **Primary Phone:** 805-680-8449
Reason Desc: CORRESPONDENCE - CORRESPONDENCE **Secondary Phone:**
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: ADD ATTACHMENT TO ISSUE

Dealer: **Origin Desc:** MANUAL - CORRESPONDENCE CSR

Odometer: 15500 MI **Comm Type:** INBOUND CUSTOMER MAIL

Analyst Name: WOJEWSKI-BOYD MARSHA **Analyst:** MWOJEWSK

Action Date: 03/02/2012 **Action Time:** 14.33.51.837 **Action Data:** No

Comments CUSTOMER SAID: LTR DATED FEB 18PREDATES HANDLINGCRC ADVISED: PREDATES HANDLING

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Server: **AWS Prod**
Claims loaded through: **27-JUN-2012**

Vehicle Information Report

GENERAL VEHICLE INFORMATION: (Related Claims) (QLS Concerns)

VIN:	2FMGK5CC6BE[redacted]	**Vehicle Line WERS:**	T/P3 - FLEX (FORD C/O UTILITY) [09-13]	**Engine:**	T/N5 - 3.5L 4V DOHC VCT SMPI V6 GAS
Model Year:	2011	**Vehicle Line AWS:**	P3 - FLEX	**Global Engine:**	E2273 - CYCLONE GAS V6 FWD (TIVCT) - LEP
Vehicle Type:	T	**Vehicle Line Global:**	P3 - FLEX (NA-OAKVILLE)	**Engine Plant:**	EN22 - LIMA
Inv. Dealer:	*	**Drive Code:**	T/A - 2 WHL L/H FRONT DRIVE	**Transmission:**	T/WJ - 6 SPD AUTO TRANS 6F
Vehicle Status Code:	800	**Body Cab Style:**	T/WE - 5 DOOR LIGHT TRUCK	**Global Trans:**	A1104 - AT - 6F50/55 - VDP
Market Derived:	F - FORD	**Version/Series:**	T/EF - FORD SERIES	**Trans Plant:**	AT11 - A/T VAN DYKE

BUILD INFORMATION:

Region Built:	NA - NORTH AMERICA	**Assembly Plant:**	AS - OAKVILLE PLANT BUILD	**Vehicle Load Date:**	23-AUG-2010
Country Built:	CAN - CANADA	**Production Date:**	19-AUG-2010		

SALE INFORMATION:

Region Sold:	NA - NORTH AMERICA	**Arrival Date:**	30-AUG-2010	**Red Carpet Lease:**	*
Country Sold:	USA - UNITED STATES	**Sale Date:**	11-SEP-2010	**Fleet/Retail/Co. Lease:**	R
Vehicle Count Flag:	Y	**Warranty Start Date:**	11-SEP-2010	**Modified Vehicle:**	*
Selling Dealer St/Prov:	CA	**Original WSD:**	11-SEP-2010	**Warranty Status Ind:**	*
Selling Dealer [code]:	PERRY FORD [171451 - *]			**Vehicle Export Flag:**	N

VOC:

```
---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0---------1---------2---------3---------4---------5---------6---------
K5CBBD12039118    6D2 29G1138     RG E 2FJ3E C8EC    61  G  TLB  371B082  3V UG    MLW L      C2FMG6FO     L 202A 9CJCA    Y
```

EOC:

```
---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0---------1---------2---------3---------4---------5---------6---------
```

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/G - DUAL ZONE AUTO TEMP CONTROL AC	**Color(Trim):**	000DW - CHARCOAL BLACK	**Navis Engine Serial #:**	10L114500194
Alternator Amp Rating:	*	**Delivery Type:**	0	**Paint:**	PN3KP - WHITE PLATINUM TRI-COAT
Audio Disk:		**Driveshaft Code:**	*	**Power Antenna:**	* - [N/A]
Axle Ratio:	EGADD - 3.16 FINAL DRIVE RATIO	**Front Seat:**	T/B - SEAT-INDIVIDUAL-L/B DRV/PASS	**Radio:**	MJ - AM/FM STRO/CD CHANGER/CLK
Axle Type:	* - [N/A]	**Fuel Type:**	AF - UNLEADED FUEL CAPABILITY	**Sound System:**	AL - SOUND SYSTEM LEVEL 2
Battery Amp Rating:	MK	**Fuel Type Engine:**	G - Gas	**Tire Manufacturer:**	AG - GOODYEAR
Brake Code:	FBAAH - POWR 4-WHEEL DISC VACUUM BOOST	**GVW Class Code:**	G	**Tire Brand:**	7A013R - *
Brake Code(Service):	* - [N/A]	**Instrumentation:**	* - [N/A]	**Tire Size:**	D3HC8 - P235/60R18 A/S BSW T-RATED
Calibration Code:	BP31D60A	**Mirror(Driver Side):**	DB - DRV PWR/HT/MIR W/CR SK CAPS	**Traction Control:**	* - [N/A]
Color(Accent):	* - [N/A]	**Mirror(Psngr Side):**	* - [N/A]		

TRACEABILITY INFORMATION

[redacted]

CT Corporation

Service of Process Transmittal
08/24/2011
CT Log Number 519044792

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

RE: **Process Served in Illinois**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Summons, Complaint, Exhibit(s), Affidavit, Order
COURT/AGENCY:	Whiteside County, IL - 14th Judicial Circuit Court, IL Case # 11AR77
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - Failure to correct and/or repair defects - 2010 Ford Taurus - VIN#1FAHP2KT8AG[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Chicago, IL
DATE AND HOUR OF SERVICE:	By Process Server on 08/24/2011 at 10:00
JURISDICTION SERVED :	Illinois
APPEARANCE OR ANSWER DUE:	09/12/11 at or before 1:00 p.m. - File Answer and/or File Appearance // 01/09/12 at 1:00 p.m. - Case Management Conference
ATTORNEY(S) / SENDER(S):	Krohn & Moss, Ltd 120 West Madison 10th Floor Chicago, IL 60602 312-578-9428
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 797445619930 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	C T Corporation System
PER:	Thad DiBartelo
ADDRESS:	208 South LaSalle Street Suite 814 Chicago, IL 60604
TELEPHONE:	312-345-4336

OGC LIT 2011AUG25 PM12:18

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

0039872 3

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
WHITESIDE COUNTY, ILLINOIS

RYAN DOWNIE,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. 11AR77
	)	
FORD MOTOR COMPANY,	)	
c/o CT CORPORATION SYSTEM	)	
208 S. LASALLE ST, SUITE 814, CHICAGO IL 60604	)	
Defendant.	)	

SUMMONS

To the Defendant:

YOU ARE SUMMONED and required:

1. To file your written appearance by yourself or your attorney and pay the required fee in Room A of the Whiteside County Courthouse, Morrison, Illinois 61270, at or before 1:00 P.M. on *..September 12....., 2011.

2. To file your answer to the complaint in Room A as required by Par. 3(c) in the Notice to Defendant below.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.

To the officer:
This summons must be returned by the officer or other person to whom it was given for service, with Endorsement of service and fees, if any, immediately after service, and not less than 3 days before the day for appearance. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than 3 days before the day of appearance.
THERE WILL BE A FEE:
TO FILE YOUR APPEARANCE,

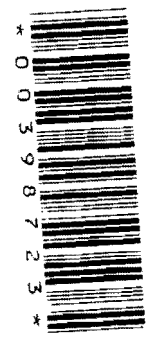
Witness [signature]**, 2011**

[signature]
Clerk of the Circuit Court

Date of service_____, 2011
(To be inserted by officer on copy left with Defendant or other person)

Name:	**Krohn & Moss, Ltd.**
Attorney For:	**Plaintiff**
Address:	**120 West Madison Street, 10th Floor**
City:	**Chicago, Illinois 60602**
Telephone:	**(312) 578-9428**

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
WHITESIDE COUNTY, ILLINOIS



RYAN DOWNIE,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No.
	)	
FORD MOTOR COMPANY,	)	
	)	
Defendant.	)	

COMPLAINT

NOW COMES Plaintiff, RYAN DOWNIE, by and through his attorneys, KROHN & MOSS, LTD., and for his Complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

PARTIES

1. Plaintiff, RYAN DOWNIE ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Illinois.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Illinois, County of Whiteside, and is engaged in the manufacture, sale, and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including FINISH LINE FORD ("Seller"). Manufacturer does business in all counties of the State of Illinois including Whiteside County.

BACKGROUND

3. On or about September 10, 2010, Plaintiff purchased from Seller a 2010 Ford Taurus ("Taurus"), manufactured by Manufacturer, Vehicle Identification No. 1FAHP2KT8AG149630, for valuable consideration. (See copy of purchase contract, attached hereto as Exhibit "A").

4. The purchase price of the Taurus, excluding registration charges, document fees and sales tax, and collateral charges, such as bank and finance charges, totaled more than $44,437.38.

5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Taurus was not fit for its ordinary purpose of providing trouble free and reliable transportation.

6. In consideration for the purchase of the Taurus, Manufacturer issued and supplied to Plaintiff its written warranty which included three (3) year or thirty six thousand (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in Manufacturer's New Car Warranty booklet. (See copy of warranty booklet, attached hereto as Exhibit "B").

7. On or about September 10, 2010, Plaintiff took possession of the Taurus and shortly thereafter experienced the defects listed below.

8. The defects described below violate Manufacturer's warranty issued to Plaintiff, as well as the implied warranty of merchantability.

9. Plaintiff delivered the Taurus to Manufacturer, through its authorized dealership network on numerous occasions.

10. Plaintiff avers that the Taurus has been subject to repair on multiple occasions for the same defects, and that the defects remain uncorrected.

11. Plaintiff brought the Taurus to Seller and/or an authorized service dealer of Manufacturer for the following defects:

a. Defective transmission as evidenced by difficulty shifting out of park;

b. Defective engine/electrical system as evidenced by illumination of the wrench light and vehicle not having power;

c. Defective steering/suspension system as evidenced by illumination of the steering operation warning light and loss of power steering; and

d. Any additional complaints made by Plaintiff, whether or not contained on any authorized dealer repair orders.

12. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Taurus.

13. After a reasonable number of attempts and/or reasonable amount of time to cure the defects in Plaintiff's Taurus, Manufacturer was unable and/or failed to repair the defects as provided in Manufacturer's warranty thus causing Defendant's limited remedy to repair the Taurus to fail of its essential purpose.

14. Plaintiff justifiably lost confidence in the Taurus's safety and reliability.

15. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the Taurus.

16. As a result of the defects, Plaintiff provided written notice to Defendant.

17. The Taurus remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defects.

18. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its express warranty and its failure to provide Plaintiff with a merchantable Taurus.

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

19. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of his Complaint.

20. Plaintiff is a purchaser of a consumer product who received the Taurus during the duration of a written warranty period applicable to the Taurus and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

21. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

22. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

23. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the Taurus was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars ($10.00).

24. Plaintiff's purchase of the Taurus was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Taurus to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the Taurus in the event that the Taurus failed to meet the specifications set forth in Manufacturer's warranty.

25. Manufacturer's warranty was the basis of the bargain of the contract between Plaintiff and Manufacturer for the sale of the Taurus to Plaintiff.

26. Said purchase of Plaintiff's Taurus was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

27. Plaintiff has met all of his obligations and preconditions as provided in Manufacturer's written warranty.

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

29. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. The diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
c. Such other and further relief that the Court deems just and appropriate.

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

30. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of his Complaint.

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

32. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.

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

34. Pursuant to 15 U.S.C. §2308, Plaintiff's Taurus was impliedly warranted to be fit for the ordinary purpose for which the Taurus was intended.

35. The Taurus was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the Taurus contained in the contracts and labels.

36. The above described defects in the Taurus render the Taurus unmerchantable, and thereby not fit for the ordinary purpose for which the Taurus was intended and as represented by Manufacturer.

37. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Taurus.

38. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. The diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
c. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,
RYAN DOWNIE

By: _____
Attorney for Plaintiff

KROHN & MOSS, LTD.
Attorneys for Plaintiff
120 West Madison Street, 10th Floor
Chicago, Illinois 60602
(312) 578-9428
I.D. No. 33599

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
WHITESIDE COUNTY, ILLINOIS

RYAN DOWNIE,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No.
	)	
FORD MOTOR COMPANY,	)	
	)	
Defendant.	)	

SUPREME COURT RULE 222 AFFIDAVIT

NOW COMES Plaintiff, RYAN DOWNIE, by and through his attorneys, KROHN & MOSS, LTD., and pursuant to Supreme Court Rule 222, states as follows:

Plaintiff's attorney, first being duly sworn on oath, deposes and states as follows:

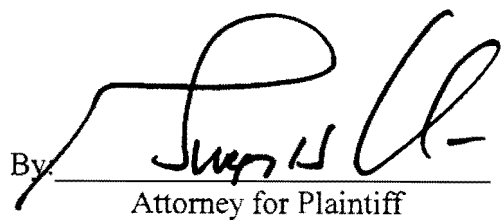
1. That I am one of the attorneys representing Plaintiff with regard to the above-captioned matter.

2. I have personal knowledge regarding the facts and circumstances of the above-captioned matter.

3. Plaintiff in the case seeks money damages less than $50,000.00.

4. Upon information and belief, I value the claim of Plaintiff to be less than $50,000.00.

5. Further Affiant sayeth naught.



By: _____
Attorney for Plaintiff

EXHIBIT A

Soc. Sec. _____

D.O.B. 03/25/1986

Lic. No. D500-7388-6087

FINISH LINE FORD

2100 W. PIONEER PARKWAY
PEORIA, IL 61615
(309) 693-2525 • www.finishlineford.net

Stock No. 3417

Date 09/10/2010

RETAIL BUYERS ORDER

Purchaser's Name RYAN T DOWNIE CUST. NO. 72886 Salesman KEVIN W TOWLE

Address 30889 E THOME City ROCK FALLS Zip 61071 Phone (815)713-5695

Enter my order for Year 2010 Make FORD Model TAURUS Color CINNAMON

Serial No. 1FAHP2KT8AG149830 New ☒ Used ☐ Demo ☐ Car ☒ Truck ☐ Mileage 271

FACTORY INSTALLED OPTIONS				
AS LISTED ON MANUFACTURER'S LABEL		Base Price	$	41456 00
AFFIXED TO VEHICLE WINDOW		Equipment, Accessories, Freight or other charges if not included in above price.	$	N/A
		List Price	$	41466 00
		Used Car Allowance	$	10780 00
		Difference	$	30686 00
		Dealer Options (OPTIONAL ELEC FILING)	$	25 00
		Dealer Options AFTERMARKET(S)	$	699 00
		Dealer Options	$	N/A
		Unit Handling & Documentary Fees	$	154 38
he purchaser, as listed, acknowledges that all		Sub-Total	$	31564 38
ealer or Manufacture purchase incentive programs		Tax	$	1373 00
ncluding Rebates, Finance Rates, Price Reduction		License & Title Fee	$	120 00
n Equipment Packages are included in the final		Extended Warranty	$	N/A
rice or discount.		Total Selling Price	$	44437 38
TOTAL OPTIONS	$	Total Cash Difference	$	33657 38
		Factory Rebates	$	N/A
		GMPP Credit Card (Ext. Warranty Pmt.)	$	N/A
		Cash on Delivery	$	N/A
		Balance	$	33657 38
		Trade Yr. 2005 Make NISSAN Serial # 5N1AN08W95C606431		
		Lic. # _____ Stik # _____ Exp. _____ Mileage 81617		
		Pay Off	$	N/A
		Pay Off to:		
		Total to Finance	$	33657 38
		Show Lien to: FORD MOTOR CREDIT COMPANY		
		REMARKS: P.O. BOX 105704		
		ATLANTA GA 30348-5704		

Governing Law; Forum; Service of Process. This Agreement shall be construed under, subject to and governed exclusively by the laws of the State of Illinois without giving effect to conflict of laws principles. The parties to this Agreement expressly agree that the exclusive venue for any action or legal proceeding arising directly or indirectly in connection with, out of, or related to this Agreement (and all documents/vehicles delivered or related hereto) must be commenced and maintained only in courts located in Peoria County, Illinois. The parties, by their execution of this Agreement, expressly consent and submit to the jurisdiction of any State or Federal court located within Peoria County, Illinois. Each party to this Agreement waives any right that it/he/she may otherwise have to transfer or change the venue of any action or legal proceeding brought against it/he/she by the other party and arising directly or indirectly in connection with, out of, or related to this Agreement.

The information you see on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract sale of a used vehicle.

An explanation of any and all warranties is covered in items 9 and 10 on the back of this order. No salesman's verbal agreement is binding on the company. The front and back of the Order comprise the entire agreement affecting this purchase, and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. This order shall not constitute a binding agreement on the part of either the Buyer or the Seller until full payment for the vehicle has been made, by check or cash, or in the form of a signed financing contract.
I/We guarantee seller (Dealer) that title to the vehicle traded in pursuant to this agreement, if any, is (1) held solely by me/us and is valid, clear and free of all encumbrances other than the balance owed on such trade-in, if any, as indicated in this agreement, and (2) if the trade-in title is **BRANDED OR MARKED SALVAGE OR REBUILT, FINISH LINE FORD HAS THE OPTION TO VOID THE CONTRACT AND RECOVER THEIR VEHICLE OR THE BUYER WILL BE RESPONSIBLE FOR THE REDUCED VALUE OF THE TRADE-IN AND ALL RELATED COSTS INCURRED BY FINISH LINE FORD** (see title disclosure form).
I/We understand that the amount shown as the Balance Owed On Trade-In, if any, of this agreement is an estimate only. If the actual payoff is higher, I/We will pay Finish Line Ford, the difference immediately upon request. If the estimated payoff is lower, Finish Line Ford will pay me/us the difference.
I/We for the purpose of buying or leasing a vehicle authorize the dealer to conduct a credit verification.
I have read the matter printed on the back hereof and agree to it as part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, and hereby acknowledge receipt of a copy of this order.

PURCHASER'S SIGNATURE _____

ACCEPTED **FINISH LINE FORD** BY _____

NO PUBLIC LIABILITY INSURANCE ISSUED WITH THIS ORDER

The Reynolds and Reynolds Company

EXHIBIT B

2010 model year Warranty Guide

Ford Cars and Trucks
(except Hybrid vehicles)
2010 model year

Warranty Guide

Your satisfaction is our #1 goal. If you have questions or concerns about your vehicle, we suggest you follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If your inquiry or concern remains unresolved, contact the Sales Manager or Service Manager at the dealership.
3. If the inquiry or concern cannot be resolved at the dealership level, please contact the Ford Customer Relationship Center.

In the United States:

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48121
1-800-392-3673 (FORD)
(TDD for the hearing impaired: 1-800-232-5952)
www.customersaskford.com

In Canada:

Customer Relationship Centre
Ford Motor Company of Canada, Limited
P.O. Box 2000
Oakville, Ontario L6J 5E4
1-800-565-3673 (FORD)
www.ford.ca

In Caribbean, Central America, Israel and Sub-Saharan Africa:

Ford Motor Company
Ford Export Operations
Attention: Owner Relations
1555 Fairlane Drive
Fairlane Business Park #3
Allen Park, MI 48101
Telephone: (313) 594-4857
Fax: (313) 390-0804
E-mail: expcac@ford.com

In Puerto Rico and Virgin Islands:

Ford International Business Development, Inc.
Customer Assistance Center
P.O. Box 11957
Caparra Heights Station
San Juan, PR 00922-1957
Telephone: (787) 782-5959 Ext.233
Fax: (787) 781-8975
www.ford.com.pr

In Middle East:

Ford Middle East
Customer Assistance Center
API World Tower
Sheikh Zayed Road
Dubai, United Arab Emirates
Telephone: 971-4-3326084
Fax: 971-4-3327299
www.me.ford.com

Table of Contents

1. INTRODUCTION 1

2. IMPORTANT INFORMATION YOU SHOULD KNOW 2

   If You Need Customer Assistance 2

   Know When Your Warranty Begins 2

   Check Your Vehicle 2

   Maintain Your Vehicle Properly 2

   Who Pays For Warranty Repairs? 3

   Do Warranties Apply In Other Countries? 4

3. THE NEW VEHICLE LIMITED WARRANTY FOR YOUR 2010-MODEL VEHICLE 5

   Limitations And Disclaimers 5

   What Is Covered? 8

   What Is Not Covered? 12

4. IN ADDITION ... 16

   Roadside Service Assistance (United States, Puerto Rico, And U.S. Virgin Islands) 16

5. FEDERAL REQUIREMENTS FOR EMISSIONS WARRANTIES 17

   What Is Covered? 20

   What Is Not Covered? 21

6. CALIFORNIA REQUIREMENTS FOR EMISSIONS WARRANTIES 22

   What Is Covered? 26

   What Is Not Covered? 28

7. ADDITIONAL INFORMATION ABOUT YOUR EMISSIONS WARRANTY COVERAGE, UNDER FEDERAL AND CALIFORNIA REQUIREMENTS 29

8. NOISE EMISSIONS WARRANTY 31

9. FORD EXTENDED SERVICE PLAN 32

10. BETTER BUSINESS BUREAU (BBB) AUTO LINE PROGRAM 33

11. STATE WARRANTY ENFORCEMENT LAWS 34

12. IMPORTANT INFORMATION ABOUT AMBULANCE CONVERSIONS 35

13. IMPORTANT INFORMATION ABOUT FORD LIMOUSINE CONVERSIONS 36

1. Introduction

Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

If you own or lease a 2010-model E-350 Livery Van equipped with the Livery Service Package or a 2010-model Crown Victoria Police Interceptor equipped with the Fleet Crown Police Package Option, refer to the Addendum Card that was given to you when you took delivery of your vehicle for further explanation of the amendments to the New Vehicle Limited Warranty. Please ask the vehicle modifier for a copy of the Addendum Card if you wish to review it prior to taking delivery of the vehicle.

This booklet explains in detail the warranty coverages that apply to your 2010-model car or light truck. If you bought a previously owned 2010-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 17-31).

2. Important information you should know

IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 33 or call 1-800-955-5100.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner Guide** and a **Scheduled Maintenance Guide** which indicate the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as

specified in the Scheduled Maintenance Guide will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Scheduled Maintenance Guide**.

Your Ford or Lincoln Mercury dealership, or Ford or Lincoln Mercury Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Scheduled Maintenance Guide - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

3. The New Vehicle Limited Warranty for your 2010-model vehicle

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner Guide and Scheduled Maintenance Guide. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

These implied warranties do not apply at all if you use your vehicle for business or commercial purposes. In addition, the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 17-30.

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law". If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

For more information regarding the BBB AUTO LINE program, see page 33 of this booklet.

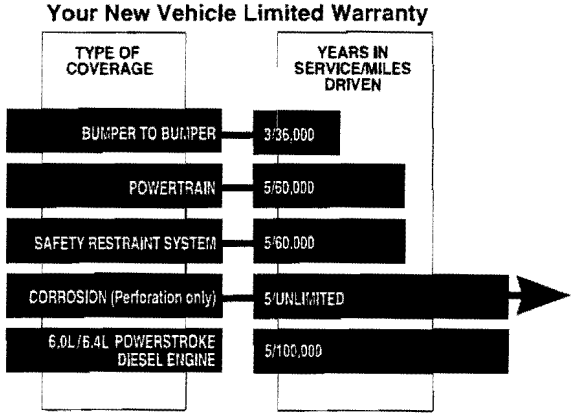
QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty.** Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

➡ **What is Covered?** (pages 8-12)
➡ **What is Not Covered?** (pages 12-15)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. For this reason, Ford provides the New Vehicle Limited Warranty in order to remedy any such defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 12-15. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 15 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine:** all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, electronic engine control unit, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, thermostat, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump;

Transmission: all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts; **Front-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive axle housing (including all internal parts), drive shaft, propeller shafts, retainers, supports, seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the 6.0L/6.4L PowerStroke Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly (6.4L), turbocharger actuator (6.4L), powertrain control module, engine control module (6.4L), high pressure fuel injection pump assembly (6.4L), electronic driver unit, injectors,

injection pressure sensor, fuel rail pressure sensor (6.4L), high pressure oil regulator, exhaust back pressure regulator and sensor, exhaust pressure sensor (6.4L), manifold pressure sensor (6.4L), intake air temperature sensor (6.4L), crankshaft position sensor (6.4L), camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 17-30.

Expedition Limousine Limited Warranty

If you have purchased or leased a 2010-model Expedition EL (equipped with the 17L Builder's Package) converted into a limousine by a Ford Qualified Vehicle Modifier, your Expedition EL is eligible for the Ford Limousine Limited Warranty coverage for three years or 100,000 miles, whichever occurs first. This coverage begins on the Warranty Start Date and is in addition to the New Vehicle Limited Warranty. Refer to the warranty addendum card that was given to you when you took delivery of your 2010-model Expedition EL Limousine for details of the Ford Limousine Limited Warranty. See page 36 for additional details about the 17L Limousine Builder Package.

WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a certified emissions part) or any part (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips"

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months in service, regardless of miles driven, even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Scheduled Maintenance Guide. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- Wiper blades
- Wheel alignments and tire balancing
- Brake pad/lining

Where a vehicle has no factory-related defect, and is therefore not entitled to a warranty related repair, replacement or adjustment, it is Ford policy nonetheless to provide certain maintenance items, when necessary, free of charge during a limited period:

- wiper blade replacements will be provided during the first 12 months in service, regardless of miles driven
- wheel alignments and tire balancing (unless required by a warranty repair) will be provided during the first 12 months or 12,000 miles in service, whichever occurs first
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions. Some examples include:

- Loss of personal recording media, software or data
- Failure to provide proper installation environment
- Damage caused by:
  - abnormal use such as insertion of foreign objects, fluid spillage
  - unauthorized modification to alter functionality or capability
  - computer or internet viruses, bugs, worms, Trojan Horses, cancelbots
  - installation of unauthorized software, peripherals and attachments
  - unauthorized, unapproved and/or incompatible repairs, upgrades and modification

- the defective function of your cellular phone or digital media device (i.e., inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted Expedition EL Limousines that are not equipped with the Limousine Builder's Package (17L) Option, or if the wheelbase is extended beyond 140 inches, or if the Gross Vehicle Weight Rating (GVWR) exceeds 9,900 pounds. See important information about Expedition EL limousine conversion (page 36).
- any other Ford or Mercury vehicles that are converted to limousines. This will void the New Vehicle Limited Warranty. See important information about conversions (page 36)
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 35)

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurances in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- Jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winching (vehicle must be within 100 feet of a paved or county-maintained road)

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card unless the problem is covered by another Ford warranty. Ford will pay the tow charge under the other warranty.

For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.

Ford Rental cars (FRCS) that must be towed because a covered repair has failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

Emissions Warranties for Your Vehicle

TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
EMISSIONS DEFECTS WARRANTY	
Passenger Cars & Light Duty Trucks*	3/36,000
Heavy Duty Vehicles**	5/50,000
Certain Emissions Parts*	8/80,000
EMISSIONS PERFORMANCE WARRANTY	
Passenger Cars & Light Duty Trucks*	2/24,000
Heavy Duty Vehicles**	5/50,000
Certain Emissions Parts*	8/80,000

* Applies to vehicles up to 8,500 pounds gross vehicle weight rating (GVWR)
** Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWR) up to 19,500 pounds gross vehicle weight rating (GVWR)

For full details on emissions control coverage, see:

➡ **Emissions Defect Warranty** (page 18)
➡ **Emissions Performance Warranty** (page 19)
➡ **What is Covered?** (pages 20-21)
➡ **What is Not Covered?** (page 21)

EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. Applicable parts are listed under **What is Covered?** on pages 20-21.

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
  — 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic engine control unit (ECU), transmission control module (TCM), and any other onboard emissions diagnostic module.
  — 3 years or 36,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  — 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See WHAT IS COVERED for list of covered parts.

EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner Guide**, the **Scheduled Maintenance Guide**, and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
  — 8 years or 80,000 miles (whichever occurs first) for catalytic converter, electronic emission control unit (ECU), transmission control module (TCM), and any other onboard emissions diagnostic module
  — 2 years or 24,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  — 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See WHAT IS COVERED for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

WHAT IS COVERED?

For your vehicle if these parts contain an emissions-related defect, they are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converter (including Diesel Particulate Filter and Diesel Oxidation Catalyst)
- Cold Start Enrichment System
- Controls for Deceleration
- Electronic Ignition System
- Exhaust Pipe (Manifold to Catalyst)
- Electronic Engine Control Sensors and Switches
- Electronic Engine Control Unit (ECU)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Cap and Neck Restrictor (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non diesel only)
- Fuel Tank Pressure Control Valve (Flex Fuel Vehicle Only)
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV system and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Supercharger Assembly
- Synchronizer Assembly
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM)
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by emissions warranties. For more details about the specific parts covered by the Emissions Defect Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain an emissions-related defect or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

Manager, Certification and Compliance Division
(6405J)
Warranty Claims
Environmental Protection Agency
Ariel Rios building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

6. California requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 17).

Emissions Warranties for California Certified Vehicles

TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
EMISSIONS DEFECTS WARRANTY FOR VEHICLES WITH GVWR* OF 14,000 LBS. & UNDER	
Short-Term Warranty	3/50,000
Long-Term Warranty**	7/70,000
EMISSIONS DEFECTS WARRANTY FOR VEHICLE WITH GVWR OVER 14,000 LBS.***	5/50,000
EMISSIONS PERFORMANCE WARRANTY (Vehicles of 14,000 LBS.* and under)	3/50,000
PARTIAL ZERO EMISSION VEHICLES (PZEV)**** DEFECTS AND PERFORMANCE WARRANTY	15/150,000

* Gross Vehicle Weight Rating
** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California (up to 14,000 GVWR).
*** Diesel engine vehicles over 14,000 pounds GVWR are covered for 5 years or 100,000 miles.
**** Refer to your Vehicle Emission Control Information Label for emissions certification information.

Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in California or other states adopting California emission and warranty regulations,* and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

* Other states adopting California emissions and warranty regulation:
  - Passenger Car & Light-duty Trucks (up to 8,500 pounds GVWR) - California, Connecticut, Maine, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington (NOTE: New York adopted California emission standards, but not the California Emissions Warranty; the Federal Emissions Control Warranty applies to all non-PZEV vehicles in New York)
  - Medium-Duty Vehicles (over 8,500 pounds GVWR up to 14,000 pounds GVWR) - California, Connecticut, Maine, Massachusetts, Oregon, Rhode Island, Vermont, and Washington
  - Light Heavy-Duty Diesel Engine Vehicles (over 14,000 pounds GVWR up to 19,500 pounds GVWR) - California, Maine, and Pennsylvania

Vehicles Eligible for California PZEV Emission Warranty Coverage

California Partial Zero Emission Vehicles (PZEV) have extended coverage on all emission related parts. This extended warranty coverage applies if your vehicle is PZEV certified as indicated on the VECI label and is registered in California, Connecticut, Maine, Massachusetts, New Jersey, New York, Rhode Island or Vermont.

For full details about coverage under California requirements for emissions control, see:

➡ **Defects Warranties** (pages 23-29)
➡ **Performance Warranty** (pages 23-25)
➡ **What Is Covered?** (pages 26-28)
➡ **What Is Not Covered?** (page 28)

EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

Your Warranty Rights and Obligations

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2010-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 24-25, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the carburetor or fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage

For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles (whichever first occurs):

If an emissions-related part listed on page 27 with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by Ford. This is your long-term emission control system DEFECTS WARRANTY.

If Gross Vehicle Weight rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline powered engines and vehicles) or 5 years or 100,000 miles (diesel powered engines and vehicles) (whichever first occurs):

If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emission control system DEFECTS WARRANTY.

For Vehicles Eligible for California PZEV Emission Warranty Coverage

For 15 years or 150,000 miles (whichever first occurs):

1. If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emissions control system DEFECTS WARRANTY.
2. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

Owner's Warranty Responsibilities

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

State of California Air Resources Board
Mobile Source Operations Division
P.O. Box 8001
El Monte, California 91731-2990

WHAT IS COVERED?

If the parts on the following list contains a defect that affects emissions, they are covered by the Defects Warranties.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converter (including Diesel Particulate Filter and Diesel Oxidation Catalyst)
- Cold Start Enrichment System
- Controls for Deceleration
- Electronic Ignition System
- Exhaust Pipe (Manifold to Catalyst)
- Electronic Engine Control Sensors and Switches
- Electronic Engine Control Unit (ECU)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Cap and Neck Restrictor (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve (Flex Fuel Vehicle Only)
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Supercharger Assembly
- Synchronizer Assembly
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM)
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

COVERAGE FOR 2010 MODEL VEHICLES UNDER LONG TERM DEFECTS WARRANTY
(Coverage for up to 7 years/70,000 miles, whichever first cccurs)
Fusion, Milan, Mustang

Part Name	Engine Size					
	2.5L	3.0L	3.5L	4.0L	4.6L	5.4L
Catalytic Converter	X	X	X	X	X	X
Catalyst Inlet Pipe		X	X			
Supercharger						X
Cam Timing Assembly		X	X			X
Variable Camshaft Timing Kit			X		X	
Variable Camshaft Timing Housing (Right-Hand)			X			
Variable Camshaft Timing Housing (Left-Hand)		X	X			
Variable Camshaft Timing Solenoid		X				
Camshaft Drive Assembly (Left-Hand)				X		
Camshaft Drive Assembly (Right-Hand)				X		
Crankshaft Pulley Asembly						X
Charge Air Cooler						X
Transmission Valve/Control Assembly			X(1)			
Transmission Solenoid	X			X	X	
Transmission Control Module			X(1)			
Fuel Tank	X	X	X			
Intake Manifold				X	X	X
Exhaust Manifold (Right-Hand)		X	X		X	X
Exhaust Manifold (Left-Hand)			X		X	X
Exhaust Manifold Gasket		X				X
Exhaust Gasket		X				
EGR Tube to Manifold Connector		X				X
Throttle Body Spacer						X
Fuel Injector Fuel Supply Manifold						X
Powertrain Control Wiring Harness	X	X	X	X	X	X
Powertrain Engine Control Unit (ECU)	X	X	X	X	X	X
Main Body Wiring Harness (2)				X	X	X
Dash Panel & Headlight Junction Wiring Assembly (2)	X	X	X	X	X	X

(1) Fusion W/AW-6spd Trans only
(2) for Service Engine Soon/Malfunction Indicator Lamp (MIL) illumination only

Important Information about List of Parts

There may be additional coverage for these parts through the Bumper to Bumper, Powertrain, or Diesel Engine limited warranties. In any case, the warranty with the broadest coverage applies.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner Guide** and the **Scheduled Maintenance Guide**.

NOTE: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain a defect that affects emissions or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

7. Additional information about your emissions warranty coverage, under Federal and California requirements

HOW DO I GET WARRANTY SERVICE?

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

For vehicles within the warranty period, Ford will repair at no cost to the owner, under the Federal Emissions Warranty, covered emission failures caused by properly installed Ford parts or non-Ford parts that have been certified by the U.S. Environmental Protection Agency (EPA). Ford is not responsible for the cost of repairing any emission failures caused by non-Ford parts that have not been certified by the EPA.

The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or EPA certified parts without voiding your federal warranty coverage for future repairs during the warranty period.

PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner Guide** and **Scheduled Maintenance Guide**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE program**, page 33.

8. Noise emissions warranty

NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or, other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

9. Ford Extended Service Plan

MORE PROTECTION FOR YOUR VEHICLE

You can get additional protection for your new car or light truck by purchasing a Ford Extended Service Plan (Ford ESP). Ford ESP service contracts are backed by Ford Motor Company and they provide:

- additional benefits during the warranty period depending on the plan you purchase (such as: alternative transportation and coverage for certain maintenance and wear items; coverage for certain maintenance and wear items); and
- extended protection after your Bumper to Bumper Warranty expires.

You may purchase Ford ESP from any Ford Motor Company dealer or visit our website at Ford-ESP.com. There are several Ford ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving needs, including reimbursement for towing and rental vehicles.

When you purchase Ford ESP, you receive peace-of-mind protection throughout the United States and Canada, provided by a network of more than 4,600 Ford Motor Company dealers.

This information is subject to change. Ask your dealer for complete details about Ford ESP coverage.

10. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

BBB AUTO LINE Application: Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibilty under Program Summary Guidelines.

You can get more information by callng BBB AUTO LINE at 1-800-955-5100, or writing to:

BBB AUTO LINE
4200 Wilson Boulevard, Suite 800
Arlington, Virginia 22203-1833

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

Note: Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

11. State warranty enforcement laws

These state laws - sometimes called lemon laws - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice. Send your written notification to:

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

12. Important information about ambulance conversions

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel overpressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.

13. Important information about Ford limousine conversions

Ford Motor Company authorizes only Ford Qualified Vehicle Modifiers (QVM's) to perform Ford Expedition EL conversions. To obtain a list of QVM's, visit our website at www.fleet.ford.com/limo or call 1-800-34-FLEET. Expedition EL is suitable for limousine conversion only if equipped with the proper Ford Limousine Builder's Package. The wheelbase on the Expedition EL with the Limousine Builder's Package (17L) may NOT be extended beyond 140" (258.89 total wheelbase) or in a manner that results in a Gross Vehicle Weight Rating (GVWR) exceeding 9,900 pounds.

If an Expedition EL Limousine is NOT equipped with the Limousine Builder's Package or it is equipped with the Limousine Builder's Package but it's wheelbase is extended beyond its limitations or if it's GVWR exceeds the weight limitations, then the New Vehicle Limited Warranty is voided, any Ford Extended Service Plan (ESP) contract is voided, applicable Emissions warranties may be voided, and the vehicle modifier may be considered the vehicle "manufacturer" for Emissions Warranty coverage purposes (including responsibilities for emissions, warranty, recall, and in-use compliance).

Any other Ford or Mercury vehicle converted to a limousine will **void** the New Vehicle Limited Warranty.

www.ownerconnection.com

Designed with Ford owners in mind, this site features updated information on vehicle service, special offers and Ford-sponsored events in your community.

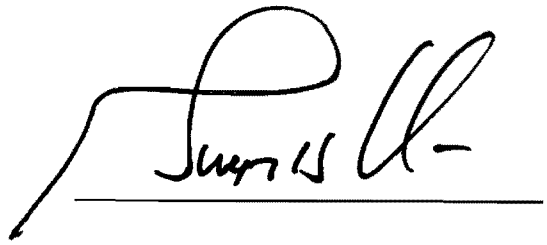
PE13-003 000574LCPV

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
WHITESIDE COUNTY, ILLINOIS

RYAN DOWNIE,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No.
	)	
FORD MOTOR COMPANY,	)	
	)	
Defendant.	)	

JURY DEMAND

The undersigned demands a jury trial.



Name KROHN & MOSS, LTD.
Attorney for PLAINTIFF
Address 120 WEST MADISON ST., 10TH FLOOR
City CHICAGO, IL 60602
Telephone 312/578-9428

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
9/1/2011 CLOSED	[redacted] DRP-VEHICLE REPURCHASE REQUEST	1FAHP2KT8AG[redacted] 1390431511	2010 TAURUS	06
6/8/2011 CLOSED	[redacted] CLP - IN - BUYBACK - MULTIPLE REPAIRS	1FAHP2KT8AG[redacted] 1390431511	2010 TAURUS	04
5/31/2011 CLOSED	[redacted] MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY	1FAHP2KT8AG[redacted] 1390431511	2010 TAURUS	01
5/31/2011 CLOSED	[redacted] MISC INQUIRY - CHANGE OF ADDRESS	1FAHP2KT8AG[redacted] 1390431511	2010 TAURUS	02

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All Action Details for Issue

Print

VIN: 1FAHP2KT8AG[redacted] **Year:** 2010 **Model:** TAURUS **Case:** 1390431511
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-09-10
Symptom Desc: LOSS OF POWER ACCELERATION ALL ENGINE TEMP **Primary Phone:**[redacted]
Reason Desc: DRP-VEHICLE REPURCHASE REQUEST **Secondary Phone:**[redacted]
Issue Type: 06 BBB AUTO LINE/DACO **Issue Status:** CLOSED

Action: OPEN - PENDING ELIGIBILITY
Dealer: 09820 PETE HARKNESS FORD-LINCOLN-MERCURY, INC. **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 28256 MI **Comm Type:** MAIL
Analyst Name: HERRERA,JUAN **Analyst:** J-HERRE3
Action Date: 06/20/2011 **Action Time:** 16.00.24.482 **Action Data:** No

Comments NEW CASE: FRD1121567. REPRESENTED BY E. KRACANDER OF KROHN & MOSS AL GA IL KY KS MN MO WI TX. PROBLEMS: ELECTRICAL/TRANSMISSION,BRAKES,ELECTRICAL,STEERING.

Action: FIELD E-MAIL SENT - DRP
Dealer: 09820 PETE HARKNESS FORD-LINCOLN-MERCURY, INC. **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 28256 MI **Comm Type:** OTHER
Analyst Name: PETERSON (LPETER58),LINDA **Analyst:** LPETER58
Action Date: 06/21/2011 **Action Time:** 07.56.09.020 **Action Data:** No

Comments ------ OPENED NEW CASE

Action: FIELD E-MAIL SENT - DRP
Dealer: 09820 PETE HARKNESS FORD-LINCOLN-MERCURY, INC. **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 28256 MI **Comm Type:** OTHER
Analyst Name: COSTA (LCOSTA21),LOUIS **Analyst:** LCOSTA21
Action Date: 06/21/2011 **Action Time:** 11.08.22.494 **Action Data:** No

Comments DRS LOU COSTA ---- TFOAM ID 20066577 --- FIELD REPORT REQUESTS SENT TO SM HOWARD MILLS

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 09820 PETE HARKNESS FORD-LINCOLN-MERCURY, INC. **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 28256 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 06/21/2011 **Action Time:** 16.00.17.806 **Action Data:** No

Comments OPEN - CABBB CASE ELIGIBLE

Action: COMPANY REPORT SUBMITTED
Dealer: 09820 PETE HARKNESS FORD-LINCOLN-MERCURY, INC. **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 28256 MI **Comm Type:** OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO

(TPONTILL),TERESA **Analyst:** TPONTILL
Action Date: 07/13/2011 **Action Time:** 08.16.14.888 **Action Data:** Yes

Comments SUBMITTED MRF POSITION TO BBB VIA FAX AND EMAIL.

Data Element Name	Data Value
CUSTOMER CONTACTED BY FORD	NO
REGION RESPONDED TO DSB E-MAIL (Y/N)	YES

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 09820 PETE HARKNESS FORD-LINCOLN-MERCURY, INC. **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 28256 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 07/15/2011 **Action Time:** 11.00.18.259 **Action Data:** No

Comments HEARING SCHEDULED ON 07/18/11 AT 11:30 AM

Action: ARBITRATION-AWA DRS SPENDING
Dealer: 09820 PETE HARKNESS FORD-LINCOLN-MERCURY, INC. **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 28256 MI **Comm Type:** OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA **Analyst:** TPONTILL
Action Date: 07/25/2011 **Action Time:** 09.31.17.519 **Action Data:** Yes

Comments DENIAL DECISION RENDERED BY ARBITRATOR. CASE CLOSED AND FINISHED.

Data Element Name	Data Value
ARBITRATOR NAME (LAST NAME, FIRST NAME)	HICKS, GARY
DENIAL DECISION (Y=YES, N=NO)	Y
VEHICLE PAYMENT	
VEHICLE REIMBURSEMENT	
ESP (Y=YES, N=NO)	
PLAN NAME	
PLAN TIME	
PLAN MILEAGE	
RAV (Y=YES, N=NO)	
RAV TYPE	
FURTHER REPAIR (Y=YES, N=NO)	

Action: ARBITRATION DECISION-DENIAL
Dealer: 09820 PETE HARKNESS FORD-LINCOLN-MERCURY, INC. **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 28256 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 07/25/2011 **Action Time:** 21.01.28.629 **Action Data:** No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

Action: ASSUMED REJECTION OF DECISION
Dealer: 09820 PETE HARKNESS FORD-LINCOLN-MERCURY, INC. **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 28256 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 09/01/2011 **Action Time:** 21.05.10.920 **Action Data:** Yes

Comments DATE OF REJECTION 08/30/11 ARBITRATED RESULTING IN A DENIAL

Data Element Name	Data Value
DATE OF REJECTION	08/30/11
	Y

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All Action Details for Issue

Print

VIN: 1FAHP2KT8AG[redacted] Year: 2010 Model: TAURUS Case: 1390431511
Name: MR[redacted] Owner Status: Original WSD: 2010-09-10
Symptom Desc: STRG/HANDLING FUNCTION HIGH EFFORT Primary Phone: [redacted]
Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS Secondary Phone [redacted]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 06/01/2011

Action: TIER II ESCALATION - BUYBACK
Dealer: 09820 PETE HARKNESS FORD-LINCOLN-MERCURY, INC. Origin Desc: US CONCERN CASE BASE
Odometer: 25000 MI Comm Type: PHONE
Analyst Name: BROOKSFINLEY , JENNIFER Analyst: JBROOKSF
Action Date: 05/31/2011 Action Time: 10.57.57.870 Action Data: No

Comments CUSTOMER SAID: -CUSTOMER STATES HE HAS HAD SEVERAL REPAIRS -SHIFTER CABLE BROKE-THROTTLE BODY BROKE-HAD FAULTY BRAKE PADS-CURRENTLY POWER STEERING IS NOT WORKING-CUSTOMER SEEKING FORD TO BUYBACK VEHICLE-HAS ONLY HAD THIS CAR FOR 9 MONTHS AND HAS HAD TO DEAL WITH SEVERAL REPAIRS ALREADYDEALER SAID: PETE HARKNESS FORD-LINCOLN-MERCURY, INC.2811 LOCUST STREETSTERLING IL 61081(815) 625-6300CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.--ADVISED OF ABOVE

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 09820 PETE HARKNESS FORD-LINCOLN-MERCURY, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 25000 MI Comm Type: PHONE
Analyst Name: PATTISON,CRAIG Analyst: CPATTIS2
Action Date: 06/01/2011 Action Time: 10.03.30.821 Action Data: Yes

Comments ***CSM CRAIG X7773*** -NO ESP NO RECALLS-3 PRIOR AWS REPAIRS, SHIFTER CABLE, BRAKE NOISE, CHECK ENGINE LIGHT (THROTTLE BODY REPLACED)-LTV 81 ORG OWNER-OBC TO THE DLR -VEH NEEDS A POWER STEERING GEAR-SM CONTACTED SELLING DLR TO GET A RENTAL -DLR IS EXPECTING THE VEH AT THE END OF THE WEEK-OBC TO CUST HE ADVISED OF PAST CONCERNS AND FUTURE WORRIES-CSM ADVISED I WILL LOOK FURTHER INTO HIS REQ -CSM HAS REQ ACCOUNTING COPIES OF ROS FOR REVIEW-PER SM THE CUST HAS NOT BEEN DOWN FOR 30 DAYS, CSM WILL CONFIRM-WILL F/U 6-8

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-08-2011
TIME OF FOLLOW UP (HH:MM):	18:30

Action: CONCERN ADDRESSED
Dealer: 09820 PETE HARKNESS FORD-LINCOLN-MERCURY, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 25000 MI Comm Type: PHONE
Analyst Name: PATTISON,CRAIG Analyst: CPATTIS2
Action Date: 06/08/2011 Action Time: 14.57.28.493 Action Data: Yes

Comments ***CSM CRAIG X7773*** -OBC TO DLR SPOKE WITH ASM -THE VEH HAS BEEN PICKED UP AS OF 6-6 TIME FRAME-THE SELLING DLR HAS PROVIDED RENTAL FOR THE CUSTOMER-OBC TO CUST ADVISED FMC WILL NOT BE REPLACING VEH-CUST HAS ALL READY BEEN IN CONTACT WITH A LL ATTORNEY-CSM ADVISED I WILL HAVE NO FURTHER CONTACT WITH HIM HE WILL BE WORKING WITH ANOTHER OFFICE IN FORD-CASE CLOSED

Data Element Name	Data Value

CUSTOMER'S LTV SCORE	81
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Ford Confidential

All Action Details for Issue

Print

VIN: 1FAHP2KT8AG[redacted]
Year: 2010
Model: TAURUS [redacted]
Name: MR [redacted]
Owner Status: Original
WSD: 2010-09-10
Symptom Desc:
Primary Phone: [redacted]
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY
Issue Type: 01 INQUIRY
Issue Status: CLOSED

Action: PUBLIC-PRIVATE OFFER
Dealer:
Origin Desc: MANUAL - PHONE CSR
Odometer: 25000 MI
Comm Type: PHONE
Analyst Name: BROOKSFINLEY , JENNIFER
Analyst: JBROOKSF
Action Date: 05/31/2011
Action Time: 10.58.53.982
Action Data: Yes

Comments CRC ADVISED: =NO ALERT

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	MISCELLANEOUS/OTHER
PUBLIC-PRIVATE OFFER ACTIONS:	EXCLUDED CALL TYPE (LEGAL/BUYBACK/ANGRY)

Ford Confidential

All Action Details for Issue

Print

VIN: 1FAHP2KT8AG[redacted] **Year:** 2010 **Model:** TAURUS **Case:** 1390431511
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-09-10
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: 25000 MI **Comm Type:** PHONE
Analyst Name: BROOKSFINLEY , JENNIFER **Analyst:** JBROOKSF
Action Date: 05/31/2011 **Action Time:** 10.50.41.000 **Action Data:** No

Comments CUSTOMER PROFILE UPDATE

Ford Confidential

[redacted]

CT Corporation

Service of Process Transmittal

02/27/2012
CT Log Number 520041616

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

RE: **Process Served in Michigan**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, etc., et al., Dfts.
DOCUMENT(S) SERVED:	Letter, Summons and Return, Complaint and Jury Demand, Exhibit(s), Interrogatories, Request
COURT/AGENCY:	3rd Circuit Court, Wayne County, MI Case # 12002454NZ
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - Failure to repair and/or correct defects - Pertaining to a 2011 Ford Focus, VIN 1FAHP3GN2BW[redacted] - Seeking Revocation of Acceptance and/or Indemnification
ON WHOM PROCESS WAS SERVED:	The Corporation Company, Bingham Farms, MI
DATE AND HOUR OF SERVICE:	By Certified Mail on 02/27/2012 postmarked on 02/24/2012
JURISDICTION SERVED :	Michigan
APPEARANCE OR ANSWER DUE:	Within 28 days - File Answer // Within 42 days - Production of Documents, Answers to Interrogatories
ATTORNEY(S) / SENDER(S):	Dani K. Liblang The Liblang Law Firm, P.C. 346 Park Street, Suite 200 Birmingham, MI 48009 248-540-9270
REMARKS:	Please note: Pursuant to local court rules, court labels must accompany all case matter. However, the required court labels were missing at the time of receipt by CT.
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 798102846258 Image SOP Email Notification, Chris Dzbanski CDZBAN5K@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	The Corporation Company Stephanie Hendrickson 30600 Telegraph Road Suite 2345 Bingham Farms, MI 48025-5720 248-646-9033

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

THE LIBLANG LAW FIRM, PC

Attorneys and Counselors At Law

Attorneys
Eric J. Liblang
Dani K. Liblang
Michael L. Rowady
Of Counsel
Susan M. Martin

— ◊ —

Legal Assistants
Eileen A. Wheeler
Krista E. Muskovin
Laurie M. Starr

February 23, 2012

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Ford Motor Company
RA: The Corporation Company
30600 Telegraph Road, Suite 2345
Bingham Farms, MI 48025

Re: [redacted] v Ford Motor Company, et. al
Case No.: 12-002454-NZ

Dear Sir/Madam:

Enclosed please find Summons, Complaint, court label, Interrogatories to Defendant Ford Motor Company, Interrogatories to Defendant Pat Milliken Ford and Bill Brown Ford, Inc., Interrogatories to Defendant Chase Bank, NA, and Request for Production of Documents Directed Towards all Defendants.

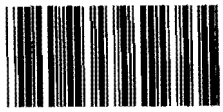
Sincerely,

Dani K. Liblang

DKL/km
Enclosure

346 Park Street, Birmingham, Michigan 48009
Telephone: 248-540-9270 ◊ Fax: 248-433-1989

STATE OF MICHIGAN
THIRD CIRCUIT COURT



SUMMONS AND RETURN OF SERVICE

CASE NO. [illegible]-002454-NZ

COURT
ADDRESS: 2 WOODWARD AVENUE, DETROIT, MICHIGAN 48226

COURT
TELEPHONE NO. (313) 224-

THIS CASE ASSIGNED TO JUDGE: Kathleen Macdonald Bar Number: 38029

PLAINTIFF		DEFENDANT
DORICA, JEFFREY	vs	FORD MOTOR COMPANY

PLAINTIFF'S ATTORNEY

Liblang, Dani K.
([illegible])
346 Park St. Ste 200
Birmingham, MI 48009-3436
(248) 540-9270

CASE FILING FEE		JURY FEE
Paid		Paid
ISSUED	**THIS SUMMONS EXPIRES**	**DEPUTY COUNTY CLERK**
02/22/2012	05/23/2012	Sterling Harrison

*This summons is invalid unless served on or before its expiration date.

Cathy M. Garrett – Wayne County Clerk

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.

☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

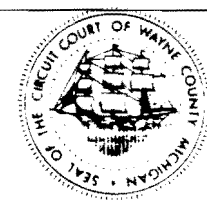
The docket number and assigned judge of the civil/domestic relations action are:

Docket no.	Judge	Bar no.

The action ☐ remains ☐ is no longer pending.

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

SEAL OF THE CIRCUIT COURT OF WAYNE COUNTY MICHIGAN



Date _____ Signature of attorney/plaintiff _____

COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE.

If you require special accommodations to use the court because of disabilities, please contact the court immediately to make arrangement.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

JEFFREY DURICA,

Plaintiff,

vs.

FORD MOTOR COMPANY, a Delaware Corporation,
BILL BROWN FORD., a Michigan Corporation,
PAT MILLIKEN FORD, INC., a Michigan Corporation,
and CHASE BANK, N.A., Jointly and Severally,

Defendants.

Case: 11- -NZ

HON.

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

COMPLAINT AND JURY DEMAND

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

Plaintiff, by his attorneys, The Liblang Law Firm, P.C., complains against the above named Defendants, as follows:

GENERAL ALLEGATIONS

1. Plaintiff is a resident of the City of Livonia, Wayne County, Michigan.

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

3. Defendant, Bill Brown Ford, Inc. ("Brown" or "Seller"), is a corporation authorized to do business in the State of Michigan and at all times relevant hereto, was an authorized Ford Motor Company dealership, engaged in the business of selling, leasing and servicing Ford motor vehicles and acting as the agent of Defendant Manufacturer for purposes of performing warranty repairs under Defendant Manufacturer's new vehicle express written warranty, with its principal place of business located in City of Livonia, Wayne County, Michigan.

4. Defendant, Pat Milliken Ford ("Milliken" or "Dealer"), is a corporation authorized to do business in the State of Michigan and at all times relevant hereto, was an authorized Ford Motor Company dealership, engaged in the business of selling, leasing and servicing Ford motor vehicles and acting as the agent of Defendant Manufacturer for purposes of performing warranty repairs under Defendant Manufacturer's new vehicle express written warranty, with its principal place of business located in Redford, Wayne County, Michigan.

5. Defendant, JP Morgan Chase Bank NA ("Finance Co." or "Chase"), is a corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the business of financing Ford motor vehicles and, at all times relevant hereto, carried on a continuous and systematic portion of its business throughout the State of Michigan, including Wayne County.

6. Upon information and belief, Defendants Manufacturer, Brown and Chase, are closely connected entities with respect to the subject sales transaction. See, e.g., *Cessna Finance Corp v Warmus*, 159 Mich App 706, 709, 407 NW2d 66, 68 (1987).

7. On or about March 30, 2011, Plaintiff purchased a new 2011 Ford Focus, VIN # 1FAHP3GN2BW163563, from Defendant Brown, which motor vehicle was manufactured, distributed by the Defendant Ford (see, Application for Michigan Title, Ex. A).

8. At the time of the purchase, Plaintiff executed a retail installment sales contract ("RISC") with Defendant Dealer, which contract was assigned by Defendant Dealer to Defendant Chase (see, RISC, Ex. B).

PE13-003 000589LCPV

9. Defendant Finance Co., as the assignee and/or holder of the subject retail installment contract, is subject to all of Plaintiffs' claims and defenses against the defendant dealer and manufacturer arising out of the above retail instalment transaction, pursuant to MCLA 492.114a(b), 16 CFR 433, UCC Article 2, the common law of assignment, and the close connectedness doctrine, as well as the language of the subject RISC, to-wit:

> **NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

10. Where, as here, a defective product is subject to a finance contract, the seller and/or manufacturer must indemnify a Plaintiff who successfully asserts claims for breach of warranty and/or revocation. See, e.g., *Lycos v Gray Mobile Home Sales, Inc*, 76 Mich App 165, 167-168; 256 NW2d 63, 65 (1977).

11. At the time of delivery, the aforesaid vehicle was covered by Defendant Manufacturer's written express new vehicle warranty for a period of 60 months/100,000 miles "bumper to bumper" a premium Ford Extended Service Plan Ford for which Plaintiff was charged an additional $1,428.00, and a TireCare Tire and Wheel Plan for which Plaintiff was charged an additional $345.00 (see, Extended Service Plan, Ex. C, TireCare Tire and Wheel Plan, Ex. D; a copy of the express new vehicle warranty documents are in the possession of Defendants and are impractical to attach due to their voluminosity).

12. On or about August 1, 2011, Defendant Ford, through its "RAV FAST" division, issued an additional Maintenance Plan covering the vehicle through August 1, 2014 or 47.504 miles (see, Maintenance Plan Application, Ex. E).

13. During the term of the aforesaid warranty, Plaintiff presented the vehicle to Defendants Brown and Milliken for diagnosis and repair of various defects or conditions which prevented the vehicle from conforming to the Defendant Manufacturer's express new vehicle warranty, to-wit:

PE13-003 000590LCPV

DATE	DAYS	MILES	CUSTOMER CONCERN	REPAIR ATTEMPT
07/21/11	1	2259	**Exhaust:** ticking noise coming from exhaust after turning the car off.	Inspected the exhaust and found all ok. Discovered ssm 21501 stating that some 8/11 focus may exhibit ticking noise from exhaust after driving and this is considered normal.
08/15/11	2	2948	**Exhaust**: Check ticking noise from engine area. **Transmission/Drive:** Customer is getting a hesitation when taking off from a stop.	Road tested and no abnormal noise heard. The pinging noise in the exhaust system expanding and contracting during and heat and cooling cycles. Road tested and problem could not be repaired.
10/1/11-10/4/11	4	3669	**Cooling System:** A check/advance temp guage went all the way to hot and vehicle started missing cause	System check verified coolant leak, pressure test coolant system and inspect replaced lower radiator hose has pin hole in it, leaking coolant. Oil and filter change performed, change with up to 5 OTS of synthetic fluid. Tires rotated.
10/17/11-10/21/11	5	3785	**Drive:** Vehicle has hesitation when taking off, also has noise like gravel under tries. When he was driving on the expressway, vehicle lost power to where it wouldn't accelerate Wipers: Wipers inoperable and low and interval	Multipoint inspection performed. NC inspected road tested and removed air pocket in coolant. Wipers: CK circuits for short to ground, wires disconnected and reconnected and retest -ok

DATE	DAYS	MILES	CUSTOMER CONCERN	REPAIR ATTEMPT
10/26/11-11/02/11	8	3876	Drive: Intermittently when driving at any speed the cust will apply gas pedal and watches RPMS go up but no forward movement, happens at any speed and on acceleration from a stop.	EEEC System diagnosis performed PID Recorder Monitor Test PID Recorder Monitor Test with Road Test Road test and inspected with Ford Field Service Engineer Unable to reproduce customer concern
			Exhaust: ticking sound in exhaust	Exhaust ticking considered normal

(Copies of the applicable Repair Orders are attached as Exhibit F).

14. Despite being provided with reasonable notice and opportunity to repair, Defendants have been unable to repair the foregoing defects or conditions and the vehicle continues to have defects or non-conformities that prevent the vehicle from conforming to Defendant Manufacturer's written express warranty.

15. Prior to filing this action, Plaintiff notified Defendant Manufacturer of the continuing defects or non-conformities by certified mail, return receipt requested (see, "Last Chance" Letter, Ex. G).

16. Despite the foregoing opportunities to repair and despite receipt of the aforesaid "Last Chance" Letter, Defendant Manufacturer has failed, refused or been unable to correct the aforesaid defects or conditions (see, Ford Denial Letter, Ex. H).

17. Plaintiff seek damages in excess of $25,000 and/or equitable relief and this cause is otherwise within the jurisdiction and venue of this Court.

COUNT I

BREACH OF EXPRESS WARRANTIES (DEFENDANTS MANUFACTURER, BROWN AND FINANCE CO.)

18. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

19. Plaintiff is a "buyer" under the Michigan Uniform Commercial Code, MCLA 440.2103.

20. Defendants are "sellers" and "merchants" under the Michigan Uniform Commercial Code, MCLA 440.2103 and 440.2104, respectively.

21. The subject vehicle constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105.

22. This is a "transaction in goods" to which MCLA 440.2102 is applicable.

23. Plaintiff's purchase of the subject vehicle was accompanied by an express warranty, written and otherwise offered by Defendants Manufacturer and Brown, whereby said warranty was part of the basis of the bargain of the contract upon which Plaintiff relied, between Plaintiff and Manufacturer/Brown for its sale of the the subject vehicle.

24. Said vehicle was not as warranted and represented in that the vehicle has the defects or conditions described above, as well as defects or conditions as reflected in the various repair orders, technical service bulletins, special service messages, recall documents, and consumer complaints in possession of Defendants.

25. As a result of its many defects, said vehicle cannot be reasonably relied on by Plaintiff for the ordinary purpose of safe, comfortable, attractive, luxurious and efficient transportation.

26. Plaintiff has provided the Defendants with sufficient opportunities to repair or replace the subject vehicle.

27. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

28. Defendants have failed to adequately repair the subject vehicle and/or have not repaired the subject vehicle in a timely fashion, and the vehicle remains in a defective and/or non-conforming condition.

29. As a result of the serious nature of the foregoing defects and non-conformities, Plaintiff's faith and confidence in the vehicle have been irretrievably shaken and Plaintiff cannot

PE13-003 000593LCPV

reasonably rely upon the vehicle for the ordinary purpose of safe, comfortable, attractive, luxurious and efficient transportation..

30. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the subject vehicle's defects have rendered the limited warranty ineffective to the extent that the limited repair and/or adjustment of defective parts failed of its essential purpose, pursuant to MCLA 440.2719(2) and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b).

31. As a direct and proximate result of Defendants' aforesaid breaches of the express warranties, Plaintiff has suffered damages and will continue to suffer damages, including but not limited to, loss of use of the subject vehicle, the cost and inconvenience of obtaining alternative transportation, costs of remediating damages caused by the vehicle's defects, interest and sales tax, insurance, and Plaintiff will suffer future damages, including but not limited to, the damages herein stated, and diminished resale value of the subject vehicle, together with costs and attorney fees in attempting to obtain relief from Defendants' wrongful conduct.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as follows:

A. Money damages in whatever amount above $25,000, Plaintiff is found to be entitled, plus interest, costs, and reasonable attorney fees;

B. Equitable relief, including but not limited to, an Order requiring Defendants to indemnify and hold Plaintiff harmless with respect to the retail installment contract covering the subject vehicle; and

C. Equitable relief, including but not limited to, repair of the subject vehicle, extension of the express and implied warranties which are or were applicable to the subject vehicle, in the event that Plaintiff is not found to be entitled to revocation; and

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

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(DEFENDANTS MANUFACTURER, BROWN AND FINANCE CO.)

32. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

33. Defendants are "merchants" with respect to motor vehicles under the Michigan Uniform Commercial Code, MCLA 440.2104.

34. The subject vehicle was subject to implied warranties of merchantability under MCLA 440.2314.

35. The subject vehicle was not fit for the ordinary purpose for which such goods are used, did not conform to the product description, and would not pass without objection in the trade for the product description.

36. The defects and problems hereinbefore described rendered the subject vehicle unmerchantable.

37. Defendants failed to adequately remedy the defects in the subject vehicle within a reasonable time; and the vehicle continues to be in unmerchantable condition.

38. As a result of the serious nature of the foregoing defects and non-conformities, Plaintiff's faith and confidence in the vehicle has been irretrievably shaken and Plaintiffs cannot reasonably rely upon the vehicle for the ordinary purpose of safe, comfortable, attractive, luxurious and efficient transportation..

39. As a direct and proximate result of Defendants' breaches of the implied warranty of merchantability, Plaintiff has suffered and will continue to suffer the damages herein stated.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as follows:

A. Money damages in whatever amount above $25,000, Plaintiff is found to be entitled, plus interest, costs, and reasonable attorney fees;

B. Equitable relief, including but not limited to, repair of the subject vehicle, extension of the express and implied warranties which are or were applicable to the subject vehicle, in the event that Plaintiff is not found to be entitled to revocation; and

PE13-003 000595LCPV

C. Equitable relief, including but not limited to, an Order requiring Defendants to indemnify and hold Plaintiffs harmless with respect to the retail installment contract covering the subject vehicle; and

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

COUNT III

REVOCATION OF ACCEPTANCE AND/OR INDEMNIFICATION (DEFENDANTS MANUFACTURER, BROWN AND FINANCE CO.)

40. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.

41. The defects and non-conformities described above were latent and not readily discoverable by Plaintiff upon reasonable inspection and, further, Defendants represented that all defects and non-conformities occurring within the time and mileage parameters of the above described express warranties would be cured within a reasonable time.

42. After a reasonable number of attempts by Defendants to cure, it has become apparent that said non-conformities cannot be seasonably cured.

43. The defects or non-conformities prevent the vehicle from conforming to the Manufacturer's express written warranty and, further, substantially impair the use, value, and safety of the vehicle to Plaintiff.

44. As a result of the serious nature of the foregoing defects and non-conformities, Plaintiff's faith and confidence in the vehicle has been irretrievably shaken and Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, comfortable, attractive, luxurious and efficient transportation.

45. Plaintiff has previously notified Defendants of said non-conformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608 and demand return of the purchase price of said vehicle.

46. Defendants have nevertheless refused to accept return of the vehicle and have refused to refund Plaintiff's purchase price.

47. Plaintiff hereby offer again to tender the vehicle, in exchange for a refund of the purchase price and cancellation of the contract, plus incidental and consequential damages.

WHEREFORE, Plaintiff prays that this Honorable Court enter its Order:

A. Requiring Defendants to accept return of the subject vehicle and refund Plaintiff's purchase price, together with incidental and consequential damages, interest, costs, and reasonable attorney fees;

B. Cancelling the subject contract and/or requiring Defendants to repurchase the subject vehicle and/or an Order requiring Defendants to indemnify and hold Plaintiff harmless under the subject contract;

D. Costs, interest, and actual attorney fees; and

E. Such other relief this Court deems just and equitable.

COUNT IV

LIABILITY UNDER MAGNUSON-MOSS WARRANTY ACT (15 USC 2301 *et. seq.*) (DEFENDANTS MANUFACTURER, BROWN AND FINANCE CO.)

48. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

49. This Court has jurisdiction to decide claims brought under 15 USC 2301 *et seq*, by virtue of 15 USC 2310(d)(1)(A).

50. Plaintiff is a consumer as defined in 15 USC 2301(3).

51. Defendants are suppliers and warrantors as defined in 15 USC 2301(4)(5).

52. The aforedescribed motor vehicle is a consumer product as defined in 15 USC 2301(6).

53. The aforedescribed vehicle was delivered subject to a written warranty and/or a service contract as those terms are defined in 15 USC 2301(6) and 2301(8), respectively.

54. In connection with the aforesaid defects or non-conformities, which occurred during the time and mileage parameters of Defendant Manufacturer's written express warranties, Defendants failed to repair same under the warranty.

55. 15 USC 2310(d)(1) permits Plaintiff to bring an action against Defendants for any breach of express or implied warranty arising under state law, as well as any violation of the Act, including the FTC Rules promulgated thereunder.

PE13-003 000597LCPV

56. 15 USC 2301(a)(1), requires Defendants, as warrantors, to remedy any defect, malfunction or nonconformance of the subject vehicle within a reasonable time and without charge to Plaintiff, as defined in 15 USC 2304(d).

57. 15 USC 2308(a) prohibits Defendants from disclaiming the implied warranty of merchantability and 15 USC 2308(c) renders any attempted disclaimer invalid.

58. Despite repeated demands and despite the fact that Plaintiff has complied with all reasonable terms and conditions imposed on Plaintiff by Defendants, Defendants have failed and/or refused to remedy within a reasonable time and without charge, the defects or non-conformities heretofore set forth in this Complaint.

59. As a result of Defendants' breaches of express and implied warranties, Defendants' failure to remedy same within a reasonable time and without charge to Plaintiff, and Defendants' other violations of the Act as set forth in this Complaint, Plaintiff has suffered the damages set forth in this Complaint.

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

COUNT V
MICHIGAN CONSUMER PROTECTION ACT
VIOLATION OF MCLA 445.901, *(et. seq.)*

60. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

61. Plaintiff is a "person" as defined in the Michigan Consumer Protection Act, MCLA 445.902(c).

62. The transactions complained of herein constitute "trade or commerce" as defined in the Michigan Consumer Protection Act, MCLA 445.902(d).

63. In the course of the transactions which are the subject of this lawsuit, Defendants engaged in the following unfair, unconscionable, or deceptive methods, acts, or practices:

a. Failing to disclose material facts, including but not limited to, the aforesaid defects or non-conformities described in this Complaint;

b. Representing, either affirmatively or by omission, that the subject vehicle had been properly repaired, when in fact, the vehicle had not been adequately or properly repaired;

c. Represented the subject vehicle to be of good, merchantable quality, free of defects, when in fact it was not;

d. Failing to adequately and properly inform Plaintiff of his rights and remedies with respect to the transactions which are the subject of this Complaint;

e. Misrepresenting Plaintiff's rights and/or failing to advise Plaintiff of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;

f. Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;

g. Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without obtaining Plaintiff's specific consent to the disclaimer or limitation;

h. Representing that the repairs could be performed properly, within a reasonable time, when Defendants knew, or in the exercise of reasonable care, should have known that this was not the case;

i. Refusing and/or failing to provide promised benefits, including but not limited to warranty repairs;

j. Refusing and/or failing to provide promised benefits arising by operation of law, as hereinbefore set forth;

k. Failing to offer a refund of the purchase price of the subject vehicle in accordance with the applicable law and/or warranties;

l. Failing to promptly refund Plaintiff's money and/or restore his property to him upon his rightful revocation and cancellation of the subject transactions;

m. Failing to disclose material information, including but not limited to, technical service bulletins, special service messages, recall documents, consumer complaints and other information which Defendants knew or should have known concerning the subject vehicle.

64. The above described conduct violated the Michigan Consumer Protection Act, specifically but not limited to MCLA 445.903 and the sub-paragraphs contained therein.

65. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Defendants failed to have any procedures in place designed to prevent the

aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sales, leases and/or repairs of numerous other vehicles.

66. As a result of the Defendants' actions above Plaintiff has sustained a loss within the meaning of the Michigan Consumer Protection Act and also are entitled to statutory damages and attorney fees as provided in the Michigan Consumer Protection Act, specifically, MCLA 445.911.

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

A. Money damages in whatever amount above $25,000, Plaintiff is found to be entitled, plus interest, costs, and reasonable attorney fees;

B. Equitable relief, including but not limited to, rescission or reformation of the subject contract and/or an order requiring Defendants to indemnify and hold Plaintiff harmless under the retail installment contract covering the subject vehicle or, alternatively, repair of the subject vehicle, extension of the express and implied warranties, and service contracts which are or were applicable to the subject vehicle, in the event that Plaintiff is not found to be entitled to rescission; and

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

COUNT VI
MOTOR VEHICLE SERVICE AND REPAIR ACT
(MCLA 257.1301, *et seq.*) - DEFENDANTS BROWN AND MILLIKEN

67. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

68. Defendants are "motor vehicle repair facilities" as defined in MCLA 257.1302(g), and are also Defendant Manufacturer's designated agent for purposes of performing diagnoses and repairs under Defendant Manufacturer's written warranty.

69. Under the aforesaid Act, Defendants owe a duty to Plaintiff and others to refrain from engaging in or attempting to engage in any "method, act or practice which is unfair or deceptive," as well as a duty to perform repairs in a competent workmanlike manner.

70. Defendants breached the above duties in the following inexhaustive list of ways:

(a) Making, orally or in writing, an untrue or misleading statement of a material fact;

(b) Failing to reveal a material fact, the omission of which tends to mislead or deceive the customer and which fact could not reasonably be known by the customer;

(c) Failing to return replaced parts to the customer or, where the parts must be returned to the manufacturer, failing to allow the customer to inspect the parts;

(d) Failing and/or refusing to allow Plaintiff to see the results of diagnostic testing allegedly performed by Defendant Dealer;

(e) Failing to give proper notice to the Plaintiff of the right to receive and/or inspect replaced parts;

(f) Misrepresenting and/or failing to disclose material facts, including but not limited to, the nature of the defects and/or conditions complained of herein;

(g) Failing to provide Plaintiff with a full and complete explanation of Defendant Dealer's inability to repair the defects or conditions complained of;

(h) Failing to have adequate policies and procedures in place to prevent violations of the Act;

(i) Replacing parts with parts that were not merchantable and/or not fit for their intended purpose;

(j) Using used or reconditioned parts without proper disclosure to and/or consent of Plaintiff;

(k) Such other and further violations as may be determined through further investigation and discovery.

71. The above described conduct by Defendants constitutes "unfair and deceptive practices" as defined in the Motor Vehicle Service and Repair Act, specifically but not limited to MCLA 257.1307 and Administrative Rules applicable thereto.

72.. The above described conduct by Defendants amounts to a wilful and flagrant violation of the Act.

73.. As a result of Defendants actions above, Plaintiff has suffered damages as set forth herein and is also entitled to statutory damages and attorney fees as provided in MCLA 257.1336.

PE13-003 000601LCPV

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

COUNT VII
VIOLATION OF MICHIGAN LEMON LAW
(MCLA 257.1401, *et. seq.*) - DEFENDANT MANUFACTURER

74. Plaintiff incorporatess by reference all heretofore mentioned facts and allegations in this Complaint.

75. The subject vehicle has been out of service because of repairs for more than thirty (30) days during the first year of after delivery of the vehicle to Plaintiff and/or the vehicle has been subject to more than four or more repair attempts for the same defect or condition which had been reported to defendant manufacturer and/or its authorized dealer within one year of the date of delivery to Plaintiff.

76. Plaintiff has given reasonable notice and opportunity cure as required by statute.

77. Despite reasonable opportunity and notice, Defendants have failed to cure the aforesaid defects or conditions.

78. Despite demand, Defendants have refused to refund Plaintiff's purchase price, less the reasonable allowance for Plaintiff's use of the vehicle as permitted by MCLA 257.1403(1), together with Plaintiff's out of pocket costs as permitted by statute.

WHEREFORE, Plaintiff prays that this Honorable Court enter its Order requiring Defendant to refund Plaintiff's purchase price, together with taxes, insurance premiums, towing, rental reimbursement, interest, costs, and actual attorney fees as provided by MCLA 257.1401, *et seq*, or in the alternative, that Plaintiff be awarded damages in whatever amount above $25,000 Plaintiff are found to be entitled, plus interest, costs, and actual attorney fees.

COUNT VIII
HOLDER LIABILITY - DEFENDANT FINANCE CO.

79. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

80. Defendant Finance Co. is subject to all of Plaintiff's claims and defenses against Defendants Manufacturer and Brown arising out of the above retail instalment transaction, pursuant

to said Defendants' close connectedness, the aforesaid assignment, as well as MCLA 492.114a(b), 16 CFR 433, and the contract language, which provides in pertinent part:

> NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

WHEREFORE, Plaintiff prays for Judgment against Defendant Finance Co. as follows:

A. Money damages in an amount equal to Plaintiff's payments under the subject contract, plus interest, costs and attorney fees; and

B. Cancellation of the subject contract; and

C. That Defendant be ordered to delete any neutral or negative credit information from Plaintiff's credit history arising out of the subject transaction; and

D. That Defendant be permanently enjoined from reporting the subject transaction on Plaintiff's credit history; and

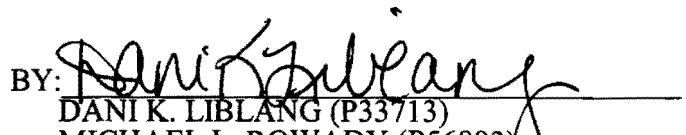
E. Such other and further relief as this Court deems just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial in the above entitled cause.

Respectfully submitted,

THE LIBLANG LAW FIRM, P.C.,

BY: 

DANI K. LIBLANG (P33713)
MICHAEL L. ROWADY (P56893)
Attorneys for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009-3380
(248) 540-9270

DATED: February 9, 2012

PE13-003 000603LCPV

Exhibit A

Purchase Date 03/30/2011 DEAL: 345834 Invoice/Stock No.

Delivery Date 03/30/2011 STK: 111439 Invoice/Stock No.

Dealer **BILL BROWN FORD, Inc.**

Address 32222 Plymouth Rd.

City Livonia

County	State	Zip Code
WAYNE	MICHIGAN	48150

Dealer License	Sales Tax License	Phone Number
A009364	A-38-2326648	(734) 421-7000

Vehicle Sold [XX] New [ ] Used [ ] Demo Trade-In [ ] Yes [XX] No

Trade-in Year	Make	Vehicle No.

[redacted]

VEHICLE USE AND HISTORY DISCLOSURE:

[ ] POLICE VEHICLE [ ] VEHICLE HAS BEEN FLOOD-DAMAGED
[ ] GOVERNMENT VEHICLE [ ] SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED
[ ] TAXI [ ]

ODOMETER MILEAGE

The following section must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title and/or mileage statement:

NO TENTHS

[XX] actual mileage [ ] not actual mileage [ ] exceeds mechanical limits of odometer

[redacted]

Factory Installed Accessories [redacted] Factory List Affixed to Vehicle

Dealer Installed Accessories When Optional to Purchaser

A PEN

ESP PREMIUM
60 100000

REMARKS: 2190.00

Unless A Separate Written Document Showing The Terms Of Any Dealer Warranty Or Service Contract is Furnished By The Dealer, BILL BROWN FORD, Inc. To The Purchaser, The Seller, BILL BROWN FORD, Inc., Hereby Expressly Disclaims All Warranties, Either Express Or Implied Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose. Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of The Vehicle. This Disclaimer By The Seller In No Way Affects The Terms Of The Manufacturer's Warranty

SALESMAN 452.38

Temporary Registration No: Temporary Fee Charged [ ] Yes [ ] No

Salesperson SMITH, THOMAS (734)679-9933

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary positions in the contract of sale."

"I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE."

Dealer's Signature AGENT Title

Expires on Month	Day	Year	Months

[ ] NEW PLATE [ ] RENEWAL [XX] TRANSFER

Year	Make	Body Style	Code	County
2011	FORD	4 DR	1	82

Vehicle No.	Fee Category/Weight	License Fee
1FAHP3GN2BW163563	18	N/A

Driver License No./PID of All Owners or Lessees
1) 2) 3)

County of Residence: WAYNE

Title: 15.00

Title Late Fee: N/A

Complete Names and Addresses of All Owners or Lessors
JEFF DURICA

Tax: 1212.29

Reg. Transfer Fee: 8.00

Complete Names and Addresses of All Owners or Lessees

Total - Transfer to #4: 1235.29

Full Rights to Survivor [ ] Yes [ ] No

Insurance Company Policy or Binder

First Secured Interest: JP MORGAN CHASE BANK, NA
Address: PO BOX 901098
City, State, Zip: FORTWORTH TX 76101-2098

Filing Date: 03/30/11

1. PURCHASE PRICE OF VEHICLE (Including Freight & Accessories)		20105.83
2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Title, Reg. Fee, Etc.)		75.00
2. A. OPTIONAL $24 ELECTRONIC FILING FEE		24.00
3. TOTAL TAXABLE PRICE		20204.83
4. (ABOVE, WITH) SALES TAX, LICENSE, TITLE		1235.29
5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)		3554.00
6. TOTAL DELIVERED PRICE		24993.12
7. CASH ON DEPOSIT		3250.00
8. CASH DUE ON DELIVERY		12500.00
9. TRADE-IN	$ N/A	
10. LESS LIEN	$ N/A	
11. TOTAL DOWN PAYMENT		15750.00
12. UNPAID BALANCE TO BE FINANCED		9248.12
13. INSURANCE SURCHARGE*		N/A
14. TOTAL AMOUNT OF FINANCE CONTRACT		9248.12

* TYPE OF INSURANCE
WARNING: This insurance is not PL/PD No Fault Insurance required by Michigan law.
[ ] CREDIT LIFE [ ] HEALTH & ACCIDENT
[ ] GAP INSURANCE [ ]

PURCHASER WARNING: DO NOT SIGN BLANK FORM

I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for a registration. I certify that my driver license is not suspended, revoked, or denied, as a repeat offender and I am eligible to purchase or register the vehicle. I further certify that if a tax exemption is shown above it is valid.

03/30/11 x Date Date x

Date x Date x

Date x Purchaser's/Lessor's Signature(s) Date x Lessee's Signature(s)

PURCHASERS NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 60 DAYS, CONTACT A SECRETARY OF STATE OFFICE OR CALL (517) 322-1460

Authority granted by P.A. 300 of 1949, as amendr The Reynolds and Reynolds Company CC674890 Q (12/09) RD-108E 04/05

PE13-003 000605LCPV

Exhibit B

Some of the terms of this agreement are stated below. Additional terms of this agreement appear on the other side.

Deal # 345834 Columbus, Ohio 43210

Amount Financed	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	Total of Payments	Total Sale Price
$ 9248.12 This is the amount of credit you will be provided	$ 565.48 This is the dollar amount the credit will cost you.	2.94% This is what the credit will cost as a yearly rate	$ 9813.60 This is the total amount you will pay if you make all payments as scheduled.	$ 25563.60 This is the total cost of your credit purchase, including your down payment of $ 15750.00

Payment Schedule: Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
48	204.45	MONTHLY BEGINNING; 04/30/2011
	N/A	
	N/A	

☒ **Late Charge:** If a scheduled payment is more than 10 days late, you will be charged a late charge equal to 5 % of the amount of that payment or $15.00, whichever is greater.

Prepayment: You may prepay this credit in full or in part without penalty.

Security: We will have a security interest in the motor vehicle purchased under this agreement.

We will also have the right to set off any funds you may have on deposit with us or other money we may owe you.

Insurance: Credit life, credit disability insurance and debt cancellation contracts are not required. You may request them by initialing next to the type of insurance you want.

Credit life insurance: A term of N/A months will cost $ N/A. X _____ X _____

Credit disability insurance: A term of N/A months will cost $ N/A. X _____ X _____

Debt cancellation contract: A term of N/A months will cost $ N/A. X _____ X _____

Property insurance: You may obtain the insurance required by this contract from anyone who is reasonably acceptable to us. If we provide it: A term of N/A months will cost $ N/A.

More Information: Additional information about nonpayment, default, our right to require repayment in full before the scheduled date, security interests and other terms is on the other side of this contract. An "e" indicates an estimate.

Itemization of Amount Financed

Cash Price (includes sales tax and other taxable charges, if applicable) $ 22821.12 (1)

Down Payment

Cash down payment $ 15750.00

Net trade-in: (if negative below enter $0) $ N/A

Year N/A Make _____ Model _____ VIN# _____

Amount owing $ N/A Value $ N/A N/A

Total Down Payment $ 15750.00 (2)

Credit Sale Balance (1-2) $ 7071.12 (3)

Other Charges

	In Cash	Financed
*Premiums to be paid to Insurance companies:	$ N/A	$ N/A
Fees to be paid to public officials:		
Filing Fees CVR	$ N/A	$ 24.00
Certificate of Title Fees	$ N/A	$ 23.00
License/Registration Fees	$ N/A	$ N/A
Other amounts:		
*Paid to BILL BROWN FORD for ESP PREMIUM	$ N/A	$ 2130.00
Paid to _____ if payoff amount is greater than trade value	$ N/A	$ N/A
Total Other Charges	$ N/A	$ 2177.00 (4)
Amount Financed (3 + 4)		$ 9248.12

*We may be retaining a portion of these amounts.

IMPORTANT INSURANCE INFORMATION

Under this agreement:

- The Dealer will have a security interest in the motor vehicle you are purchasing.
- You are required to maintain insurance on the motor vehicle to protect the Dealer's interest.
- You authorize the Dealer to obtain the insurance if you fail to give the Dealer evidence that you have purchased a policy protecting the Dealer's interest.
- If the Dealer purchases insurance to protect its interest, the Dealer may bill you for the cost of the policy in a balloon payment due at the end of the transaction, but the Dealer may only do this if you agree when the Dealer adds the cost to your outstanding credit balance.

Notice to buyer: The Annual Percentage Rate may be negotiated with the Dealer. The Dealer may assign this contract and retain its right to receive a part of the Finance Charge.

Dealer's Acceptance – The dealer accepts this agreement. The dealer assigns this agreement to the lender and agrees to the terms of assignment on the back of this agreement.

Dealer's Signature: [signature]

Dealer's Name: BILL BROWN FORD INC.

Dealer's Address: 32222 PLYMOUTH RD

LIVONIA, MI 48150

Notice of Assignment:

The dealer has assigned this agreement to the lender. You must make all future payments to the lender. The dealer is making the disclosures on this agreement.

Buyer's Agreement

03/30/2011 Date

You agree to purchase the motor vehicle described below from the dealer for the pric and according to the terms stated in this contract.

Year	Make	Model and Body Style
2011	FORD	FOCUS 4 DR

Serial Number: 1FAHP3GN2BW163563

Equipment:

☐ Radio ☐ Auto Trans. ☐ Power Steer. ☐ Air Conditioner

☐ Tinted Glass ☐ Manual Trans. ☐ Power Brakes ☐ Power Windows

☐ Other: _____

Color: UX INGOT SIL

You promise to pay us the AMOUNT FINANCED and a finance charge on th unpaid principal balance of the amount financed from time to time at an INTERES RATE of 2.94 % per year. You also agree to pay us all other amounts whic may become due under this agreement. If more than one person signs belo you are jointly and severally liable under this agreement.

☐ If we purchase property insurance on the motor vehicle because you fail t provide us proof of insurance, the amount advanced may be added to th unpaid principal balance under the terms described in this agreement.

You agree to all of the terms above and to all of the terms which appear o the other side of this contract.

Warning: The insurance afforded hereunder does not cover liability for injury to persons o damage to property of others unless sc indicated hereon.

Notice to Buyer: Do not sign this contract blank. You are entitled to 1 true copy of th contract you sign without charge. Keep it t protect your legal rights.

Signature: X [signature]

Name: JEFF DURICA

Address: _____

Signature: X _____

Name: _____

Address: _____

(if not same) _____

You acknowledge that you have received a cop of this agreement with all blanks filled and tha you have read it and understand it.

Signature: X [signature]

Signature: X _____

Order by Form No. BKB2967SPC Motor Vehicle Purchase Agreement
From MBA Service Corporation f/k/a Bankers Services, Inc Rev 10/08

BUYER COPY

© 2008 MBA Service Corporati

to be bound by these terms when you sign on the other side. In this agreement "you", "your" and the "buyer" mean each person who signs the Buyer's Agreement. "We", "us", "our" and the "dealer" mean the dealer whose name appears on the other side or anyone to whom the dealer's interest in this agreement is assigned. The dealer intends to assign the dealer's interest in this agreement to the lender whose name appears on the other side. In this agreement, the "lender" means that lender or anyone to whom the lender assigns the dealer's interest. In this agreement, words printed in capital letters (such as "AMOUNT FINANCED") refer to information on the other side.

PURCHASE OF MOTOR VEHICLE. You agree to purchase the motor vehicle described on the other side, complete with all equipment, from the dealer at the price and according to the terms stated in this agreement.

PROMISE TO PAY. You promise to pay us the AMOUNT FINANCED and a finance charge on the unpaid principal balance on this agreement from time to time, from the date of this agreement until amount financed is paid in full, at the INTEREST RATE stated in the Buyer's Agreement. You agree to pay these amounts in installments when and as provided in the PAYMENT SCHEDULE. You also promise to pay any and all other amounts which may become due under this agreement, when and as provided in this agreement.

LATE PAYMENT. If you are late in making a payment, you will continue to pay interest on the unpaid principal balance of this agreement and the total interest and credit insurance charges you pay may be increased. In addition, you agree to pay us a LATE CHARGE (if one applies) as described in the Late Charge section on the other side. The Late Charge will be due immediately after it is earned. At our option, we may defer the Late Charge and collect it when your final payment is due. Any additional interest charged because of late payments will be due on the due date of your final installment. If these additional interest charges cause your final installment to be more than 105% of your previous scheduled installment, you may pay the additional interest not later than 25 days after the due date of your final installment.

EARLY PAYMENT. The FINANCE CHARGE and TOTAL OF PAYMENTS shown on the other side are what you will pay if each payment is made on the date it is due. You can reduce your finance charge and credit insurance charges by making earlier payments, making larger payments or paying the entire unpaid balance at any time. If a payment reduces the unpaid balance of the amount financed, you will pay a finance charge only on the reduced unpaid balance. We will credit you with any reduction in credit insurance charges caused by your early payment.

SECURITY. To secure payment of all amounts which are due or may become due under this agreement, you grant us a security interest in the motor vehicle described on the other side. You also grant us a security interest in any proceeds of the motor vehicle, any accessions, additions, attachments, accessories or equipment to the motor vehicle, and any proceeds or premium rebates under insurance policies in connection with this agreement. You also agree that we may set off any funds you have on deposit with us or other money we may owe you against any amount which may be due and unpaid under this agreement. Your obligation under this agreement is not secured by any security interest in your principal dwelling.

PROTECTION OF THE MOTOR VEHICLE AND CREDIT. You agree that:

- The motor vehicle will be preserved and protected and kept in good condition and repair.
- The motor vehicle will not be used in a trade or business without our written consent.
- The motor vehicle will not be sold, leased, assigned or otherwise disposed of without our written consent. You will not permit any other lien or security interest to be placed on the motor vehicle. You agree to pay us a transfer fee of $25.00 if we consent to a transfer of equity in the motor vehicle.
- The motor vehicle will not be used unlawfully or abandoned. If a police agency impounds the motor vehicle, you will notify us immediately and regain possession of the vehicle. If the police agency offers the motor vehicle at a public sale, we may purchase it and resell it under the Default provisions of this agreement.
- All taxes, assessment, rentals and other fees imposed on the motor vehicle will be paid when they are due.
- You will permit us to inspect the motor vehicle at any reasonable time.
- You will promptly sign, or cause others to sign, and give us any documents we reasonably request to perfect our security interest.
- You have not made and will not make an untrue, misleading or incomplete statement in a credit application, this agreement or any information provided in connection with this agreement.
- You will promptly give us any additional personal or financial information concerning you or any guarantor or any information about the motor vehicle that we may reasonably request from time to time.

INSURANCE. You agree that the motor vehicle will be kept fully insured with a policy covering damage, destruction and theft of the motor vehicle. The insurance policy must have a deductible in an amount that we establish but in no event less than $250. The insurance policy must provide that its proceeds will be payable to [illegible] our interest and that the policy may not be cancelled withc notice to us. You authorize us to make, adjust, and settle claims, to alter, increa or cancel coverage and to endorse drafts and collect proceeds under t insurance.

You agree to provide us with satisfactory proof of this insurance promp whenever we request it. If you fail to do so and we provide you any notices requir by law, then we may select and purchase insurance covering our interest (ever you already have the insurance). However, we are not obligated to do so. You v pay us our cost of doing so whenever we demand it. We may demand payment one or more installments before maturity. Also, if you specifically agree when v obtain the insurance, then we may require that you pay the insurance costs in balloon payment at the end of the credit transaction. If we have indicated in th Buyer's Agreement on the other side of this Agreement that the amount advanc may be added to the unpaid principal balance, then we may, as an alternative ac the advance to your unpaid principal balance and assess interest on this advanc at the INTEREST RATE under the Motor Vehicle Purchase Agreement. Yo monthly installments may be increased to provide for payment of this advance pl the amount of the increase in the FINANCE CHARGE resulting from the advanc

DEFAULT. You will be in default if:

- You fail to pay any amount under this agreement when it is due.
- You fail to do anything you agree to do or do anything you agree not to do und this agreement.
- Any person seeks to garnish or attach any money we hold on deposit for you c we otherwise owe you.
- You are in default under any other agreement which you owe us money.
- You change your name or address without promptly advising us of the change

If you are in default, we may declare the entire unpaid balance of thi agreement due and payable immediately at any time without notice to you. If petition for relief is filed by or against you as debtor under any chapter of the federa Bankruptcy Code, the entire unpaid balance of what you owe us under thi agreement will automatically become due and payable immediately without an further act or notice.

If you are in default, you agree to deliver the motor vehicle to us when an where we request. We have all of the legal rights of a secured party, including th right to take possession of the motor vehicle if you are in default and, afte reasonable notice to you, to sell, lease, or otherwise dispose of it and apply th proceeds to our expenses and your other obligations to us under this agreement You agree that any notice we give you in connection with the repossession, sale lease or other disposition of the motor vehicle will be reasonable if we mail it to yo at least 10 days before the sale, lease or other disposition of the motor vehicle, a the last address you have given us.

If we repossess the motor vehicle, you may have the legal right to redeem it at any time before we have disposed of it, agreed to dispose of it, or discharge your obligation under this agreement, by fulfilling your obligations under thi agreement and paying our expenses.

You agree to pay all of our reasonable expenses of collecting what you owe us including our attorney's fees and court costs.

OTHER TERMS. We may, at our option, waive any default, defer an action on an default, extend the time for payment of any installments, reduce the amount of an installments, release security, release buyers or guarantors from their obligations or agree to change the terms of this agreement with or without notice to any buye or guarantor, without relieving any buyer or guarantor of any obligation under thi agreement. We need not notify any buyer or guarantor of any obligation under thi agreement. We need not notify any buyer or guarantor if the buyer is in default o if we declare the balance of this agreement due and payable. We need not see payment or performance of this Motor Vehicle Purchase Agreement by any buye before we may require payment by any guarantor. We will continue to have all of ou rights under this agreement, even if we do not fully or promptly enforce and exercis them on all occasions. No provision of this agreement may be amended, modified or waived except by a written agreement signed by us. If any provision of thi agreement violates any law, the remaining provisions of this agreement will remai in effect. This agreement is governed by the laws of the State of Michigan. We ma sue the buyer or the guarantor in the city and county in the State of Michigan i which the dealer, the lender, or any other holder of this agreement has its principa office.

NOTICE TO PURCHASERS OF USED MOTOR VEHICLES. 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.

NOTICE: Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

The following assignment is not part of the buyer's agreement.

ASSIGNMENT. F[illegible] received, the dealer assigns to the lender all the dealer's interest in this Motor Vehicle Purchase Agreement (the "Contract") and the motor vehicle described in the Contract (the "motor vehicle") [illegible] authorizes the lender to do everything necessary to enforce the Contract. The dealer represents and warrants that the Contract is valid and enforceable, that all signatures on the Contract are genuine, that the Contract [illegible] sale of the motor vehicle and services, the extension of credit evidenced by the Contract, and all transaction [illegible] The lender's remedies shall be cumulative and may be exercised from time to time and shall be in addition to any remedies otherwise available to the lender at law or equity or by agreement. The lender does not waive any right or remedy by failing or delaying to exercise that right or remedy. The dealer's obligations and the lender's rights and remedies shall not be affected by any extension, modification, indulgence, settlement, waiver, compromise, forbearance, release, surrender or exchange made [illegible]

Exhibit C

TireCARE Tire and Wheel
Limited Agreement and Registration Application

SECTION A – INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

Vehicle Identification Number	Signature Date	Starting Mileage
[illegible]	[illegible]	[illegible]

SECTION B – TireCARE PLAN TERMS

TireCARE (Only available at the time of vehicle sale.)
Term (Please check (✓) one box only.)

☐ 1 YEAR ☐ 2 YEARS ☐ 3 YEARS ☐ 4 YEARS ☒ 5 YEARS

SECTION C – COVERAGE COST

Service Contract Plan	Expiration Date	Purchase Price	Sales Tax	Total Purchase Price and Sales Tax
TireCARE Protection	03/29/16	$ 345.00	$ N/A	$ 345.00
	Totals	$ 345.00	$ N/A	$ 345.00

THE PURCHASE OF A TireCARE PROTECTION PLAN IS NOT A REQUIREMENT FOR THE PURCHASE, LEASE OR FINANCING OF A COVERED VEHICLE. THIS AGREEMENT IS NOT INSURANCE AND IS NOT SUBJECT TO THE INSURANCE LAWS OF THIS STATE.
IF YOU HAVE ANY QUESTIONS CONCERNING YOUR AGREEMENT ON FORD, LINCOLN AND MERCURY VEHICLES, PLEASE CALL 800-521-4144.
IF YOU HAVE QUESTIONS CONCERNING YOUR AGREEMENT ON ALL OTHER VEHICLES, PLEASE CALL 800-233-5819.
FOR CLAIMS SERVICE OR INQUIRIES, PLEASE CALL ADMINISTRATOR AT 800-321-7790.
SEE IMPORTANT TERMS AND CONDITIONS ON THE BACK OF THIS AGREEMENT.

Coverage **BEGINS** on the Signature Date. Coverage **ENDS** upon the expiration of the Number of Years Purchased from the Signature Date.

SECTION D – DISCLOSURE INFORMATION

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

I (Service Contract Holder) whose signature appears below, acknowledge that the information contained above is, true and accurate. I have read the terms and conditions listed on the back and I understand and agree to all of the provisions herein.

[signature] — 03-30-11
Service Contract Holder Signature (not valid without signature) — Signature Date

JEFF DURICA
Service Contract Holder Name and Address

JP MORGAN CHASE BANK, NA — PO BOX 901098 FORTWORTH TX 76101-2098
Service Contract Lienholder Name

SECTION E – DEALERSHIP INFORMATION

BILL BROWN FORD INC. — 32222 PLYMOUTH RD LIVONIA, MI 48150 — (734) 4217000
Dealership Name and Address — Telephone

SMITH, THOMAS [illegible] — Employee Stars ID — 0 3 0 0 3
Dealership Signature — Employee Stars ID — P&A Code

Claims Administrator: **SAFE-GUARD PRODUCTS INTERNATIONAL, LLC**, 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305 • 800-742-7896

Exhibit D

NATIONAL VEHICLE SERVICE CONTRACT
APPLICATION, TERMS & CONDITIONS DEAL# [illegible]

EXTENDED SERVICE PLAN

SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

Vehicle Identification Number | Signature Date | Warranty Start Date

☐ CPO
☐ Incomplete Vehicle
☐ Police Vehicle

Internet Sale ☐ Yes ☐ No ☐ IPP - Terms ☐ 5 ☐ 11 ☐ 17

SECTION B – TYPES OF NEW PLANS

CORE COVERAGES ☐ PowertrainCARE ☐ BaseCARE ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is $100)
COMPONENT WRAP COVERAGES (Kia/Hyundai/Mitsubishi): ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is $100)
RENTALCARE COVERAGE ☐ RentalCARE (Standard Deductible is $0)
SUPER DUTY COVERAGES ☐ Diesel EngineCARE ☐ Diesel EngineCARE Plus (Standard Deductible is $0)
DEDUCTIBLES ☐ $0 ☐ $200 (Not Available on all Core Coverages)
(Optional Only) ☐ $50 ☐ Disappearing (Not Available on all Core Coverages)
OPTIONS ☐ First Day Rental Delete (Core/CPO Coverages) ☐ Enhanced Rental (Not available on All Coverages)
SURCHARGES ☐ 12 Months/12,000 Miles ☐ Ambulance/Shuttle/Tow Truck (Specialty) ☐ Snowplow
☐ Commercial Business Use ☐ Turbocharger/Supercharger

SECTION C – TYPES OF USED PLANS

CORE COVERAGES ☐ PowertrainCARE ☐ BaseCARE ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is $100)
DEDUCTIBLES (Optional ONLY) ☐ $50 ☐ $200 ☐ Disappearing
OPTIONS/SURCHARGES ☐ First Day Rental Delete ☐ Enhanced Rental ☐ Turbocharger/Supercharger ☐ Snowplow

SECTION D – COVERAGE TERM AND COST

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

Plan Name	Plan Term		Plan Expiration		Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
	Months	Mileage	Date	Mileage			
Core Plans: ESP PREMIUM	60	100000	03/29/16	100000	$ 1428.00	$ N/A	$ 1428.00
Other Plans: N/A	N/A	N/A	N/A	N/A	$ N/A	$ N/A	$ N/A
Current Mileage: 03	*Current Hours:		*Expiration Hours:		Total $ 1428.00	Total $ N/A	Total $ 1428.00

*Required for Incomplete or Diesel Equipped Vehicles.

SECTION E - DISCLOSURE INFORMATION

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

MISSISSIPPI AND WASHINGTON RESIDENTS, PLEASE SEE REVERSE SIDE.

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

[signature] 03/30/2011

Service Contract Holder/Purchaser Signature (not valid without signature) | Signature Date

JEFF DURICA

Service Contract Holder/Purchaser Name and Address

JP MORGAN CHASE BANK, DA | PO BOX 901097 FORTWORTH TX 76101-2098

Service Contract Lienholder Name

SECTION F - DEALERSHIP INFORMATION

Dealership Name and Address | Phone Number

Dealership Signature | EMPLOYEE STARS ID | Date

Exhibit E

TERMS & CONDITIONS
NEW AND USED VEHICLES

SERVICE PLAN

SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

1FAHP3GN2BW163563 — Vehicle Identification Number ("VIN") (17 Digits)

080111 — Signature Date

033011 — Warranty Start Date

☐ Gas
☐ Diesel
☐ Hybrid

Internet Sale ☐ Yes ☐ No

SECTION B - TYPES OF MAINTENANCE PLANS

CORE COVERAGES: ($0 Deductible)
☐ Premium ☐ Premium (FULL Synthetic Oil) ☐ Premium (CPO)
☒ Limited ☐ Engine ☐ Basic

SERVICE INTERVALS: ☐ 3,000 (Not available on Premium) ☒ 5,000 ☐ 7,500 ☐ 10,000

OPTION: ☐ First Day Rental (Premium Only)

SECTION C - COVERAGE TERM AND COST

For Premium Maintenance Coverage Plans, coverage **BEGINS** at the New Vehicle Limited Warranty Start Date and Zero Miles. Coverage **ENDS** at **THE EARLIER OF** the Number of Years Purchased, the Number of Miles Purchased or upon completion of the Maximum Number of Service Intervals Purchased from the New Vehicle Limited Warranty Start Date or Zero Miles.

For all other Maintenance Coverage Plans, coverage **BEGINS** at the Signature Date and Current Mileage. Coverage **ENDS** at **THE EARLIER OF** the Number of Years Purchased, the Number of Miles Purchased or upon completion of the Maximum Number of Service Intervals Purchased from the Signature Date or Current Mileage.

Maintenance Plans	Yearly Duration and Expiration Date	Mileage Duration (no tenths) and Expiration Distance	Purchase Price	Sales Tax	Total Purchase Price and Sales Tax
Limited Maintenance	36 / 08-01-2014	45000 / 47504	$	$	$
Current Mileage: 2,504	**Service Visits:** 09	Totals	$	$	$

SECTION D - DISCLOSURE INFORMATION

NOTE: THE PURCHASE OF THIS MAINTENANCE AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE.

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

Maintenance Agreement Purchaser Signature (not valid without signature) — Signature Date

Jeff Durica
Maintenance Agreement Purchaser Holder Name and Address

Maintenance Agreement Lienholder Name

SECTION E - DEALERSHIP INFORMATION

RAV FAST PO BOX 6045 DEARBORN, MI 48121
Dealership Name and Address

( )
Phone Number

Dealership Signature

EMPLOYEE STARS ID

48996
P&A Code

ESP-8324-MNTC (Feb 2010) - Previous Editions May Not be Used

CUSTOMER COPY

Exhibit F

CUSTOMER #: 109873 294385

JEFF DURICA

INVOICE

BILL BROWN FORD, INC.
32222 Plymouth Road
Livonia, Michigan 48150
Phone: (734) 421-7000
www.billbrownford.com

PAGE 1

HOME:
BUS:
CONT:N/A
CELL:

SERVICE ADVISOR: 259 SEAN LIVINGSTON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
UX INGOT S	11	FORD FOCUS	1FAHP3GN2BW163563		2259/2259	T959

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
30MAR11	DD27SEP10		12:00 21JUL11			CASH	21JUL11

R.O. OPENED	READY
11:07 21JUL11	12:44 21JUL11

OPTIONS: STK:111439 ENG:99N_2.0L_DOHC_I4_ENGINE
TRN:442_AUTOMATIC_TRANSMISSION

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CK ADV TICKING NOISE FROM THE EXHAUST AFTER TURNING THE CAR OFF
03 NO CHARGE NO PROBLEM FOUND
551 RODRIGUEZ,AARON LIC#: M241319
C 0.00 0.00 0.00

2259 Inspected the exhaust and found all ok. Refered to oasis for further information. Found ssm 21501 stating that some 08-11 focus may exhibit perceived ticking noise from the exhaust after driving. This is due to the exhaust heating and expanding during the cooling and driving conditions. The ticking noise is to be considered normal and no repair attempts should be made.

****

B MULTI POINT INSPECTION
99P MULTI POINT INSPECTION
551 RODRIGUEZ,AARON LIC#: M241319
C 0.00 0.00 0.00

GRAPH BATTERY WAS TESTED & IS OK AT THIS TIME
551 RODRIGUEZ,AARON LIC#: M241319
C 0.00 0.00 0.00

WIPER BLADES IN GOOD CONDITION
551 RODRIGUEZ,AARON LIC#: M241319
C 0.00 0.00 0.00

GDK BRAKE LININGS IN GOOD CONDITION
551 RODRIGUEZ,AARON LIC#: M241319
C 0.00 0.00 0.00

2259 DONE

****

C** CK ADV HESITATION UPON ACCEL FROM A STOP
03 NO CHARGE NO PROBLEM FOUND
551 RODRIGUEZ,AARON LIC#: M241319
C 0.00 0.00 0.00

2259 Performed eec system diagnosis and did not retrieve any dtcs. Road tested vehicle and did not verify the customers concern.

****

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

Dealer Reg. No.
F120430
P & A Code
03003

Service Hours:
7:00 AM - 6:00 PM
MONDAY - FRIDAY

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

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 X512C

CUSTOMER #: 109873

JEFF DURICA

297610

INVOICE

DUPLICATE 2
PAGE 1

BILL BROWN FORD, INC.
32222 Plymouth Road
Livonia, Michigan 48150
Phone: (734) 421-7000
www.billbrownford.com

HOME: ONT:N/A
BUS: CELL:

SERVICE ADVISOR: 282 TODD PLUFF

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	[illegible]	[illegible]
UX INGOT S	11	FORD FOCUS	1FAHP3GN2BW163563		2948/2962	T065

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
30MAR11 DD	27SEP10		11:06 02SEP11			CASH	21OCT11

R.O. OPENED	READY	OPTIONS:
10:13 15AUG11	14:32 16AUG11	STK:111439 ENG:99N_2.0L_DOHC_I4_ENGINE TRN:442_AUTOMATIC_TRANSMISSION

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CHECK FOR TICKING NOISE FROM ENGINE AREA
05 NO CHARGE NO PROBLEM FOUND
876 DEFILLIPI,TERRY LIC#: M161832
C 0.00 0.00 0.00

2948 ROAD TESTED AND NO ABNORMAL NOISE HEARD. CHECKED OASIS FOUND SPECIAL SERVISCE MESSAGE 21501 STATING THAT A TICK/PINGING NOISE AFTER THE ENGINE IMS SHUT OFF AND THE ENGINE IS COOLING DOWN IS A RESULT OF THE EXHAUST SYSTEM EXPANDING AND CONTRACTING DURING AND HEAT AND COOLING CYCLES. THIS IS CONSIDERED NORMAL AND NO REPAIRS TO BE PERFORMED.

B PRIORITY HANDLING
VIEWPOINT PRIORITY HANDLING
248 CHOMA,MARK LIC#: M130447
C 0.00 0.00 0.00

VINSP-6 Check Window Washer Fluid - Checked
248 CHOMA,MARK LIC#: M130447
C 0.00 0.00 0.00

VINSP-7 Check Automatic Transmission Fluid - Checked
248 CHOMA,MARK LIC#: M130447
C 0.00 0.00 0.00

VINSP-8 Check Brake Fluid - Checked
248 CHOMA,MARK LIC#: M130447
C 0.00 0.00 0.00

VINSP-9 Check Power Steering Fluid - Checked
248 CHOMA,MARK LIC#: M130447
C 0.00 0.00 0.00

VINSP-10 Check Coolant Reservoir Level - Checked
248 CHOMA,MARK LIC#: M130447
C 0.00 0.00 0.00

VINSP-12 Check Oil - Checked
248 CHOMA,MARK LIC#: M130447
C 0.00 0.00 0.00

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

Dealer Reg. No.
F120430
P & A Code
03003

Service Hours:
7:00 AM - 6:00 PM
MONDAY - FRIDAY

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

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

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#: 109873 297610

,RICA INVOICE

DUPLICATE 2
PAGE 2

BILL BROWN FORD, INC.
32222 Plymouth Road
Livonia, Michigan 48150
Phone: (734) 421-7000
www.billbrownford.com

ME: CONT:N/A
BUS: CELL:

SERVICE ADVISOR: 282 TODD PLUFF

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	[illegible]
UX INGOT_S	11	FORD FOCUS	1FAHP3GN2BW163563		2948/2962	T065

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
30MAR11 DD	27SEP10		11:06 02SEP11			CASH	21OCT11

R.O. OPENED	READY	OPTIONS:
10:13 15AUG11	14:32 16AUG11	STK:111439 ENG:99N_2.0L_DOHC_I4_ENGINE TRN:442_AUTOMATIC_TRANSMISSION

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
VINSP-15 Check Lights and Horn - Checked			
248 CHOMA,MARK LIC#: M130447			
C 0.00		0.00	0.00
VINSP-29 Check Tire Pressure - Checked			
248 CHOMA,MARK LIC#: M130447			
C 0.00		0.00	0.00
WASHVP WASH AND VACUUM VEHICLE - Checked			
248 CHOMA,MARK LIC#: M130447			
C 0.00		0.00	0.00

****

C CUSTOMER ALSO IS GETTING A HESITATION WHEN TAKING OFF FROM A STOP
CAUSE: ROAD TESTED VEHICLE AND COULD NOT DUPLICATE CONCERN. HOOKED UP
[illegible] AND NO TROUBLE CODES IN SYSTEMS. ROAD TESTED AGAIN AND
STILL UNABLE TO
NPF NO PROBLEM FOUND
248 CHOMA,MARK LIC#: M130447
N 0.00 (N/CHG)
FC: [illegible] 42 PART#: ARF COUNT: [illegible]
[illegible]
T2146
ROAD TESTED VEHICLE AND COULD NOT DUPLICATE CONCERN. HOOKED UP
[illegible] AND NO TROUBLE CODES IN SYSTEMS. ROAD TESTED AGAIN AND STILL UNABLE
TO DUPLICATE CONCERN. CHECKED FOR COMPUTER CONSCIS AND NOTHING FOUND.
NO PROBLEM FOUND AT THIS TIME. OPERATING AS DESIGNED
****

EST: 0.00 15AUG11 10:13 SA: 282

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

Dealer Reg. No.
F120430
P & A Code
03003

Service Hours:
7:00 AM - 6:00 PM
MONDAY - FRIDAY

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

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XSI2C

CUSTOMER #: 6799933

288079

INVOICE

DUPLICATE 1
PAGE 2

JEFF DURICA

Pat Milliken
"Home of the Smile" Insurance
www.patmilliken.com
3600 Telegraph - Just South of I-96, The Jeffries Freeway
Redford, MI 48239
Parts & Service 313-255-3130
Sales 313-255-3100 - Fax 313-255-1027
REG. NO. R-102265 P&A CODE: 02741

HOME: CONT:N/A
BUS: CELL:

SERVICE ADVISOR: 6079 JULIET R GUERTIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SILVER	11	FORD FOCUS	1FAHP3GN2BW163563		3876/3958	T2625

DEL DATE	PROD. DATE	WARR. EXP.	EST. COMPLETION TIME	PO NO.	RATE	PAYMENT	INV. DATE
30MAR11	DD30SEP10		17:00 26OCT11			CASH	02NOV11

R.O. OPENED	READY	OPTIONS:
09:58 26OCT11	14:30 02NOV11	DLR:02741 ENG:2.0_Liter

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

ALSO CHECK OASIS FOR MESSAGES. NO PROBLEM FOUND. PCM IS AT THE LATEST CALIBRATION.

****

B CUSTOMER STATES THAT WHEN VEHICLE IS STOPPED AND SHUT OFF CUST CAN HEAR A TICKING NOISE LIKE A BOMB COUNT DOWN CK AND ADVISE
E-42 EXHAUST SYSTEM NOISE CONSIDERED NORMAL
OPERATIONAL NOISE BY MANUFACTURER
8226 MARZOUQ,MAJID M. LIC#: M147918
C 0.00 0.00

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

3880 SEE SSM 21501 FOR EXHAUST TINGING WHICH IS CONSIDERED NORMAL.

****

C 1ST DAY RENTAL
CAUSE: .
E LOANER VEHICLE
9999 WESP (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

SUBL WARRANTY RENTAL
WESP (N/C)
FC: 1
CALLED CUST 10.28 ADVISED
FIELD ENGINEER COMING OUT
AFTERNOON ON 10.31

AUTOMOBILE INSURANCE
NOV 04 2011
BODY SERVICE

Parts replaced on customer pay repairs are left in the vehicle or retained for your inspection for 48 hours in accordance with Michigan law.
If for any reason you are not "Completely Satisfied" please contact me at 313-255-3100
Pat Lyons, Service Director

I hereby authorize the below repair work to be done along with necessary materials. Dealer and dealer employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express garage keeper's lien is acknowledged on vehicle to secure the amount of repairs thereto. Dealer will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. If an inspection is necessary to determine the extent of damage and recommended repairs are refused, or only partial repairs are made, dealer may not be able to restore the vehicle to its original working condition.

I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN.

CUSTOMER ACKNOWLEDGEMENT (ALL TERMS STRICTLY CASH)

SIGNATURE X

CERTIFICATION ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT. (P.A. 300)

STORAGE WILL BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

PROGRAM CODE | AUTHORIZATION NO. | COMMITMENT NUMBER

DEALER PART. | CUSTOMER REC. | ORIGINAL DET. | AUTHORIZED ADD'L REPAIRS | ADD'L REPAIRS OK BY DATE TIME

CUSTOMER PAID LABOR CHARGES WARRANTED FOR 12 MOS. OR 12,000 MILES, WHICHEVER OCCURS FIRST, UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED WARRANTY

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

X PLyons (SIGNED BY DEALER, GENERAL MANAGER OR AUTHORIZED PERSON) (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY X PL

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

*SUPPLIES - 10% of labor with a max. of $20.00 is included for supplies used on your vehicle. Applicable supply items are: nuts, bolts, washers, tape, pins, aerospray, shellac, solvent, rags, carburetor cleaner, towels, solder, battery cleaner, wire, window sealer, hazardous waste disposal, etc.

CUSTOMER COPY

CUSTOMER #: 109873

JEFF DURICA

303891

INVOICE

DUPLICATE 1
PAGE 1

BILL BROWN FORD, INC.
32222 Plymouth Road
Livonia, Michigan 48150
Phone: (734) 421-7000
www.billbrownford.com

HOME: ONT:N/A
BUS: CELL:

SERVICE ADVISOR: 920 BRIAN SZNYR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	[illegible]
UX INGOT S	11	FORD FOCUS	1FAHP3GN2BW163563		3669/3669	T3563

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. [illegible]
30MAR11 DD	27SEP10		08:00 15OCT11				21OCT11

R.O. OPENED	READY	OPTIONS:
13:11 01OCT11	16:51 04OCT11	STK:111439 ENG:99N_2.0L_DOHC_I4_ENGINE TRN:442_AUTOMATIC_TRANSMISSION

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CK/ADV TEMP GAUGE WENT ALL THE WAY TO HOT AND VEHICLE STARTED MISSING
CAUSE: F
8005D COOLING SYSTEM PRESSURE TEST - DIAGNOSIS
(8005) - L
876 DEFILLIPI,TERRY LIC#: M161832
WQL 0.40 (N/C)
1 8S4Z*8286*A HOSE ASY (N/C)
1 VC*7*B ANTI-FREEZE (N/C)
8260ALW HOSE-RADIATOR - REMOVE AND INSTALL OR
REPLACE (8260/8286) - L
876 DEFILLIPI,TERRY LIC#: M161832
WQL 0.70 (N/C)
FC- D50 42
PART#: 8S4Z*8286*A
COUNT:
CLAIM TYPE:
AUTH CODE:
[illegible]
[illegible] VERIFIED COOLANT LEAK, PRESSURE TEST COOLANT
SYSTEM AND [illegible] AND REPLACED LOWER RADIATOR HOSE HAS PIN HOLE IN IT
LEAKING COOLANT PURGED SYSTEM ROAD TESTED OK
****
B MULTI POINT INSPECTION
MULTI MULTI POINT INSPECTION
904 OLDANI,CHRISTOPHER LIC#: M246904
CQL 0.20 0.00 0.00
****
C** THE WORKS PERFORM MOTORCRAFT OIL & FILTER CHANGE WITH UP TO 5 QTS
OF SYNTHETIC BLEND OIL, TIRE ROTATION & BRAKE INSP. $39.95
(NOTE: IF EQUIPPED WITH ALUMINUM WHEELS, CUST SHOULD HAVE THE
WHEELS RETORQUED AFTER 50 MILES OF DRIVING)
CAUSE: CHANGED OIL AND FILTER ROTATED TIRES INSPECTED BRAKES
WRKS THE WORKS PERFORM MOTORCRAFT OIL & FILTER
CHANGE WITH UP TO 5 QTS OF SYNTHETIC BLEND

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

Dealer Reg. No.
F120430
P & A Code
03003

Service Hours:
7:00 AM - 6:00 PM
MONDAY - FRIDAY

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

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

QCM-98187 Reynolds and Reynolds 10 ORDER www.reyservice.com 1-800-344-0936, fax 1-800-331-9850

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XSI2C

CUSTOMER #: 109873 305850

JEFF DURICA INVOICE

BILL BROWN FORD, INC.
32222 Plymouth Road
Livonia, Michigan 48150
Phone: (734) 421-7000
www.billbrownford.com

PAGE 1

HOME:)NT:N/A
BUS: CELL:
SERVICE ADVISOR: 282 TODD PLUFF

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
UX INGOT S	11	FORD FOCUS	1FAHP3GN2BW163563		3785/3785	T922

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
30MAR11 DD	27SEP10		08:00 31OCT11			CASH	21OCT11

R.O. OPENED	READY	OPTIONS:
14:14 17OCT11	08:39 21OCT11	STK:111439 ENG:99N_2.0L_DOHC_I4_ENGINE TRN:442_AUTOMATIC_TRANSMISSION

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CHECK AND ADVISE CUSTMER HAS VEHICLE HAS HESITATION WHEN TAKING OFF
ALSO HAS NOISE LIKE GRAVEL UNDER TIRES. WHEN HE WAS DRIVING ON
THE X-WAY VEHICLE ALSO LOST POWER TO WHERE IT WOULDNT
ACCELERATE VEHICLE.
03 REMOVED AIR POCKET NO CHARGE
876 DEFILLIPI,TERRY LIC#: M161832
C 0.00 0.00 0.00
3785 NC INSPECTED ROAD TESTED AND REMOVED AIR POCKET IN COOLANT
SYSTEM RETEST OK
****
B MULTI POINT INSPECTION
99 MULTI POINT INSPECTION
876 DEFILLIPI,TERRY LIC#: M161832
C 0.00 0.00 0.00
****
C CUSTOMER IS IN A RENTAL VEHICLE
RENT CUSTOMER IS IN A RENTAL VEHICLE
9999 C 0.00 0.00 0.00
****
D ON ROAD TEST FOUND THAT WIPERS HAD NO [illegible]
INTERMITTENT
CAUSE: CK-TEST WIPERS INOP ON LOW & INTERVAL. CK-TEST MULTI-FUNCTION
SWITCH INOP ON INT 4, INT 5, & LOW. TEST REPL M-F
SWITCH RETEST STILL INOP ON
ADD ADD ON REPAIR
382 SIBSON,LONNIE LIC#: M178928
W 0.00 (N/C)
1 8S4Z*13K359*AA SWITCH ASY - DIRECTION
INDICAT (N/C)
1 8S4Z*17508*A MOTOR ASY - WIPER (N/C)
13300D STEERING COLUMN SWITCH ASSEMBLIES -
DIAGNOSIS - L
382 SIBSON,LONNIE LIC#: M178928
W 0.40 (N/C)

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

Dealer Reg. No.
F120430
P & A Code
03003

Service Hours:
7:00 AM - 6:00 PM
MONDAY - FRIDAY

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

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) CUSTOMER SIGNATURE

CUSTOMER COPY

OCM-98187 Reynolds and Reynolds (U) ORDER www.reynolds.com 1-800-344-8996, fax 1-800-531-8055
Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XSI2C

,: 109873 305850

ɔRICA INVOICE

BILL BROWN FORD, INC.
32222 Plymouth Road
Livonia, Michigan 48150
Phone: (734) 421-7000
www.billbrownford.com

.OME CONT:N/A
BUS: CELL:
SERVICE ADVISOR: 282 TODD PLUFF

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
UX INGOT S	11	FORD FOCUS	1FAHP3GN2BW163563		3785/3785	T922

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
30MAR11 DD	27SEP10		08:00 31OCT11			CASH	21OCT11

R.O. OPENED	READY	OPTIONS:
14:14 17OCT11	08:39 21OCT11	STK:111439 ENG:99N_2.0L_DOHC_I4_ENGINE TRN:442_AUTOMATIC_TRANSMISSION

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

13300D4 SWITCH-MULTI-FUNCTION/WINDSHIELD WIPER -
REPLACE (13K359/17A553) - L
382 SIBSON,LONNIE LIC#: M178928
W 0.10 (N/C)

12651D45 BODY/CHASSIS/ELECTRICAL - DIAGNOSTIC PIN
POINT TEST - L
382 SIBSON,LONNIE LIC#: M178928
W 0.30 (N/C)

17508A WIPER MOTOR-WINDSHIELD - REPLACE (17508) -
L
382 SIBSON,LONNIE LIC#: M178928
W 0.50 (N/C)

FC: [illegible] 42
PARTS: [illegible]17508A
COUNT:
CLAIM TYPE:
[illegible] CODE:
[illegible]
[illegible] ON LOW & INTERVAL CK/TEST
MULTI-FUNCTION SWITCH-INOPERATIVE INT 4 - INT 5 & LOW [illegible] M/F
SWITCH RETEST STILL INOP ON INT 5 & LOW. PINPOINT TEST C1-5 CK/TEST
CIRCUITS FROM SWITCH TO MOTOR. [illegible] .020 OHM OK. CK CIRCUITS FOR SHORT
TO GROUND NONE FOUND. DISCONNECT & INSPECT ALL CONNECTORS OK. ACCESS &
REPL WIPER MOTOR. RETEST-OK.
****

EST: 0.00 17OCT11 14:14 SA: 282

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

Dealer Reg. No.
F120430
P & A Code
03003

Service Hours:
7:00 AM - 6:00 PM
MONDAY - FRIDAY

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

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) CUSTOMER SIGNATURE

CUSTOMER COPY

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MER #: 6799933 268079

INVOICE

DUPLICATE 1
PAGE 1

Pat Milliken
"Home of the Smilin' Salesman"
www.patmilliken.com
9800 Telegraph * Just South of I-96, The Jeffries Freeway
Redford, MI 48239
Parts & Service 313-255-3130
Sales 313-255-3100 - Fax 313-255-1027
REG. NO. F-102285 P&A CODE: 02741

JEFF DURICA

HOME: IT:N/A
BUS: CELL:

SERVICE ADVISOR: 6079 JULIET R GUERTIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
SILVER	11	FORD FOCUS	1FAHP3GN2BW163563		3876/3958	T2625

DEL DATE	PROD. DATE	WARR. EXP.	EST. COMPLETION TIME	PO NO.	RATE	PAYMENT	INV. DATE
30MAR11 DD	30SEP10		17:00 26OCT11			CASH	02NOV11

R.O. OPENED	READY	OPTIONS:
09:58 26OCT11	14:30 02NOV11	DLR:02741 ENG:2.0_Liter

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES THAT INTERMITTENTLY WHEN DRIVING AT ANY SPEED THE
CUST WILL APPLY GAS PEDAL AND WATCHES RPMS GO UP BUT NO FORWARD
MOVEMENT, HAPPENS AT ANY SPEED HAPPENS MOSTLY ON ACCELERATION
FROM A STOP CK AND ADVISE STATES THAT IT HAS FAILED WHEN
PULLING INTO TRAFFIC FEELS VERY DANGEROUS

CAUSE: F

12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
8226 MARZOUQ,MAJID M. LIC#: M147918
W (N/C)

12650D80 PID RECORDER/MONITOR TEST - L
8226 MARZOUQ,MAJID M. LIC#: M147918
W (N/C)

12650D81 PID RECORDER/MONITOR TEST WITH ROAD TEST
- L
8226 MARZOUQ,MAJID M. LIC#: M147918
W (N/C)

S ROAD TEST AND INSEPCT WITH FCSD FIELD SERVICE
ENGINEER,ROAD TEST WITH CUSTOMER
8226 MARZOUQ,MAJID M. LIC#: M147918
C 0.00 0.00

CNV TESTED SYSTEM-UNABLE TO REPRODUCE CUSTOMER
CONCERN AT THIS TIME
9999 C 0.00 0.00

FC: D36 82
PART#: DIAG
COUNT:
CLAIM TYPE:
AUTH CODE:

SUBL GAS
IPS (N/C)

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

3880 TEST EEC. P1000, ROADTEST FOR PERFORMANCE AND MONITER PIDS AND

I hereby authorize the below repair work to be done along with necessary materials. Dealer and dealer employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express garage keeper's lien is acknowledged on vehicle to secure the amount of repairs thereto. Dealer will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. If an inspection is necessary to determine the extent of damage and recommended repairs are refused, or only partial repairs are made, dealer may not be able to restore the vehicle to its original working condition.

I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN.

CUSTOMER ACKNOWLEDGEMENT (ALL TERMS STRICTLY CASH)

SIGNATURE X

CERTIFICATION ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT. (P.A. 300)

STORAGE WILL BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

PROGRAM CODE | AUTHORIZATION NO. | COMPARTMENT NUMBER

DEALER PART | CUSTOMER NO. | ORIGINAL EST. | AUTHORIZED ADD'L REPAIRS | ADD'L REPAIRS OK BY DATE TIME

CUSTOMER PAID LABOR CHARGES WARRANTED FOR 12 MOS. OR 12,000 MILES, WHICHEVER OCCURS FIRST, UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED WARRANTY

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

X (SIGNED) DEALER, GENERAL MANAGER, OR AUTHORIZED PERSON DATE

REPAIRS PROPERLY COMPLETED AND CHECKED BY

X

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

*SUPPLIES - 10% of labor with a max. of $20.00 is included for supplies used on your vehicle. Applicable supply items are: nuts, bolts, washers, tape, pins, aerospray, shellac, solvent, rags, carburetor cleaner, towels, solder, battery cleaner, wire, window sealer, hazardous waste disposal, etc.

CUSTOMER COPY

Exhibit G

Attorneys and Counselors At Law

Attorneys
Eric J. Liblang
Dani K. Liblang
Michael L. Rowady
Of Counsel
Susan M. Martin
Diane Slinger
— ◊ —
Legal Assistants
Eileen A. Wheeler
Krista E. Muskovin
Laurie M. Starr

November 28, 2011

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48121

FILE COPY

Re: Customer: Jeffrey Durica
Vehicle: 2011 Ford Focus
VIN No.: 1FAHP3GN2BW163563
Delivery Date: 3/30/2011
Dealer: Bill Brown Ford, Livonia, MI

Dear Sir or Madam:

We have been retained by Mr. Durica with respect to the problems that he has been experiencing with the above referenced vehicle. I am writing pursuant to MCLA 257.1401, *et seq*, to request a final repair attempt on Mr. Durica's behalf.

Your records should reflect that the vehicle has been returned to Bill Brown Ford on at least five occasions for a defect or condition which causes the vehicle to hesitate when driving, particularly when accelerating from a stop. Despite the dealers efforts to diagnose and repair the problem, the problem continues to exist. The problem substantially impairs use and value of vehicle, inasmuch as the hesitation poses a safety risk when operating the vehicle in traffic.

Under MCLA 257.1403(5)(a), we are requesting that the above problem be fully repaired within five (5) business days of delivery of the vehicle to the repair facility.

We are also requesting, pursuant to MCLA 440.2609, that you provide Mr. Durica with adequate assurance of performance in writing, including assurance that the vehicle has been permanently and

346 Park Street, Birmingham, Michigan 48009
Telephone: 248-540-9270 ◊ Fax: 248-433-1989

satisfactorily repaired, and that in the event that it has not been permanently and satisfactorily repaired, Mr. Durica will be offered a refund and cancellation of the purchase contract or, alternatively, a comparable non-defective replacement vehicle under the existing contract at no additional cost, within the time periods prescribed under the Lemon Law. We are also requesting that you include in this assurance a provision that Mr. Durica will be provided with a comparable loaner vehicle until the repairs and/or refund or replacement have been accomplished.

Thank you for your time and consideration.

Very truly yours,

Dani K. Liblang

DKL/lms
cc: Mr. Jeffrey Durica

346 Park Street, Birmingham, Michigan 48009
Telephone: 248-540-9270 ◊ Fax: 248-433-1989

Exhibit H

ELG

The Erskine Law Group, P.C.

342 S. Main St. ▪ Rochester, Michigan ▪ 48307
Tel (248) 601-4499 ▪ Fax (248)601-4497
www.erskinelawgroup.com

Sent Via Email

January 26, 2012

Liblang & Assocs.
346 Park St Ste 200
Birmingham, MI 48009

RE: Jeffrey Durica, 2011 Focus

Dear Ms. Liblang:

We are in receipt of your correspondence regarding concerns pertaining to the above-mentioned vehicle.

We have thoroughly reviewed the claim and after conducting an investigation have concluded that we are unable to offer assistance at this time. From our investigation it appears that your client's "hesitation while driving" concern has never been verified by a Ford dealer. A Ford Service Engineer also inspected the vehicle on October 26, 2011, and the concern was not duplicated. In our good faith judgment, the subject vehicle does not qualify for a repurchase or any other form of monetary compensation.

Thank you for the opportunity to review this concern.

Sincerely,

Peggy Bowers, Esq.
The Erskine Law Group, P.C.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

JEFFREY DURICA,

Plaintiff,

vs.

Case: 12-002454-NZ

HON. KATHLEEN MACDONALD

FORD MOTOR COMPANY, a Delaware Corporation,
BILL BROWN FORD., a Michigan Corporation,
PAT MILLIKEN FORD, INC., a Michigan Corporation,
and CHASE BANK, N.A., Jointly and Severally,

Defendants.

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

PLAINTIFF'S INTERROGATORIES TO DEFENDANT FINANCE CO., CHASE BANK, N.A.

These interrogatories are submitted pursuant to MCR 2.309(B)(4), to be answered in writing, under oath, and within forty-two (42) days from the date of service.

The answer to each interrogatory is to include such information as is available to the party, or to the party's employees, representatives, agents, sureties, or indemnitors.

Each interrogatory shall be deemed continuing; pursuant to MCR 2.302(E), supplemental answers are required if you discover a prior answer was incorrect or is no longer true, if you receive additional information about the identity or location of anyone having knowledge of discoverable matters, if you plan to call expert witnesses at trial not listed in your previous response, or if you have additional information on the substance of an expert's testimony.

If you cannot answer a particular interrogatory in full, please answer to the extent possible, and explain your inability to answer the remainder. If you object to an interrogatory, please state the reasons for the objection, as required by MCR 3.209(B)(1).

PE13-003 000629LCPV

In preparing your answers, please set forth the question in full, followed by the answer, as required by MCR 2.309(B)(1).

DEFINITIONS

1. "Automobile," "Vehicle" or "Car" means the 2011 Ford Focus VIN No.: 1FAHP3GN2BW163563 which is the subject of this lawsuit.

2. "Person" or "Persons": means to include natural persons, corporations, partnerships, voluntary associations or any other similar entities.

3. "Identity" or "Identify": means to supply the name, last known address, any known telephone number, and job title or position of the person whose identity is being sought.

4. "Transaction": means the sale (or lease, if applicable) of the vehicle which is the subject of this lawsuit.

5. "Defendant Manufacturer": means Ford Motor Company, its agents, employees, officers and representatives.

6. "Defendant Dealer": means Bill Brown Ford, its agents, employees, officers and representatives.

7. "Defendant Finance Co.": means Chase Bank, N.A., its agents, employees, officers and representatives.

8. "Defendant Dealer": means Pat Milliken Ford, Inc., its agents, employees, officers and representatives.

INTERROGATORIES

1. State your full name and address.

a. If you are a corporation, list the name and address of your registered agent, your corporate ID number, date of incorporation and your principal place of business.

b. If you are not a corporation, state the form in which you do business, the county and state in which you are registered, together with your principal place of business.

ANSWER:

2. Please state the name, job title or position, address and telephone number of each person answering or supplying information with respect to these answers to interrogatories.

ANSWER:

3. State whether Defendant Finance Co. provided Defendant Dealer with the forms for use in drawing up the conditional sales agreement and for making credit application.

ANSWER:

4. State the date and time when the installment sales contract was negotiated or assigned to Defendant Finance Co.

ANSWER:

5. State the price Defendant Finance Co. paid for the installment sales contract.

ANSWER:

6. State whether the installment sales contract was purchased without recourse. If your answer is "no," please state:

a. The remedies afforded Defendant Finance Co. against Defendant Dealer and/or Defendant Manufacturer in the event of a default or alleged default on the part of the consumer-buyer under the installment sales contract.

b. The terms and conditions that Defendant Finance Co. must meet in order to avail itself of the remedies described in answer to sub-paragraph (a) above.

ANSWER:

7. With regard to any credit life and/or credit disability insurance supplied to the Plaintiff, and the insurance company that furnished such insurance to Plaintiff in connection with the installment sales contract, please describe in detail:

a. The nature of the insurance company's relationship to any of the Defendants herein, including but not limited to, the degree of ownership or control.

b. Any arrangements for referring customers for insurance coverage.

c. Any actual or agreed-upon rebates or other benefits for such referrals.

d. Any contracts or agreements between the insurance company and any of the Defendants herein.

ANSWER:

8. Please state the present wholesale and retail value of the subject vehicle, assuming for this purpose that the vehicle is in good condition, equipped as the vehicle that is the subject of this action is equipped. Please identify any source(s) used in answering this interrogatory.

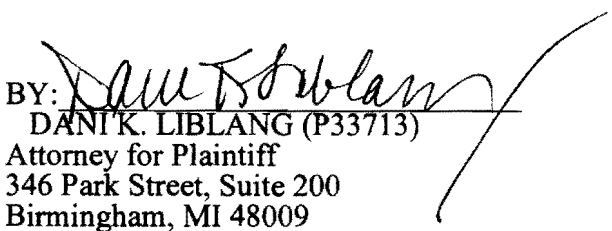
ANSWER:

9. Please state whether Defendant Manufacturer or Defendant Dealer has agreed to pay or indemnify Defendant Finance Company with respect to any settlement or verdict obtained by Plaintiff(s) in this action. If so, please set forth the terms of such agreement and, if such agreement is in writing, attach copies to your answer.

ANSWER:

Respectfully submitted,

THE LIBLANG LAW FIRM, P.C.

BY: 

DANI K. LIBLANG (P33713)
Attorney for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

DATED: February 23, 2012

PE13-003 000632LCPV

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

JEFFREY DURICA,

Plaintiff,

vs.

Case: 12-002454-NZ

HON. KATHLEEN MACDONALD

FORD MOTOR COMPANY, a Delaware Corporation,
BILL BROWN FORD., a Michigan Corporation,
PAT MILLIKEN FORD, INC., a Michigan Corporation,
and CHASE BANK, N.A., Jointly and Severally,

Defendants.

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

REQUEST FOR PRODUCTION OF DOCUMENTS DIRECTED TOWARD ALL DEFENDANTS

Plaintiff, by his attorneys, The Liblang Law Firm, P.C., pursuant to MCR 2.310(B), requests that the above named Defendants, produce the following documents and things for inspection and copying at the offices of The Liblang Law Firm, P.C., 346 Park Street Suite 200, Birmingham, Michigan 48009, within forty-two (42) days from the date of service hereof:

Please produce:

1 All records regarding any claims made against Defendant Ford Motor Company, or Defendant Bill Brown Ford and Pat Milliken Ford, Inc., or any of Defendants' divisions, parents or subsidiaries, by Plaintiff or anyone acting on Plaintiff's behalf.

2 All service bulletins applicable to the subject vehicle which concern the following topics:

a. exhaust and all related parts;

B engine and all related parts;

PE13-003 000633LCPV

C transmission and all related parts;

D coolant system and all related parts;

E wipers and all related parts;

F electrical and all related parts;

3 All advance service bulletins, hot sheets, and/or special service messages applicable to the subject vehicle which concern the topics set forth in paragraph 2 above.

4 All recall documents applicable to the subject vehicle, including but not limited to the topics identified in paragraph 2 above.

5 All maintenance schedules and/or service recommendations published by or on behalf of Defendant manufacturer with respect to the components set forth in paragraph 2 above, including sub-paragraphs.

6 All documents relating in any way to any examinations, tests, or inspections performed with respect to the subject vehicle.

7 All warranty documents applicable to the subject vehicle.

8 All service contract documents applicable to the subject vehicle.

9 All warranty repair documents applicable to the subject vehicle, including by way of example but not by limitation, warranty repair orders, warranty claim forms, warranty payment history, from the date the vehicle was manufactured to the present.

10 All computerized records concerning communications between or among defendant manufacturer, any of defendant manufacturer's authorized dealerships and/or Plaintiff, concerning the subject vehicle including, but not limited to:

(a) Claim Detail Report

(b) CQIS VIN Report

(c) Mors II Report

(d) NAVIS Vehicle Inquiry Report

(e) OASIS Report

(f) Proofs Field Bulletin

(g) Standard Claims List AWS on line report

(h) TSB Index

i. Vehicle Information Report

(j) Standard Claims List

11 All documents concerning any pre-delivery inspection(s), including but not limited to, repair orders, checklists and mechanics' notes.

12 All repair orders and parts invoices applicable to the subject vehicle, including mechanics' notes.

13 All documents relating to the Defendant Dealer's pre-delivery preparation of the subject vehicle.

14 All documents reflecting any service, adjustments, repairs or restorations to the subject vehicle prior to delivery to Plaintiff.

15 All statements taken by or on behalf of Defendant(s) from any person with respect to the subject matter of this action.

16 Any photographs relating to the subject matter of this action.

17 Promotional brochures, flyers, posters, folders, or other similar materials published by or on behalf of Defendant manufacturer applicable to the subject vehicle.

18 Any notes, memoranda, correspondence, telephone logs, or similar materials, relating in any way to the subject matter of this action.

19 Copies of any industry, state and/or federal standards with respect to the topics identified in Paragraph 2 above, including sub-paragraphs.

20 Copies of any expert reports or opinion letters that relate to the subject matter of this litigation.

21 Copies of all documentation regarding any testing and development of the components set forth in Paragraph 2 above, including sub-parts.

22 Copies of any documents supporting any claim by Defendant(s) that the Plaintiff abused or misused the subject vehicle.

23 Copies of any documents in the Plaintiff's customer, service and/or credit files, including, but not limited to: credit application, payment history, customer contact records.

24 The name and address of anyone person inspecting the vehicle through any arbitration process and their notes, invoices and/or conclusions.

25 The Dealer Sales and Service Agreement between Defendant Dealer(s) and Defendant Manufacturer.

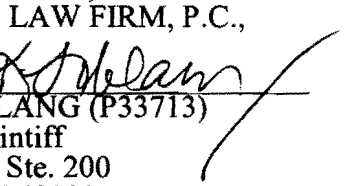
26 The Warranty Administration Manuel for Dealers.

27 The Manufacturer Certificate of Origin.

28 The Mandatory Compliance Inspection Report as required by Federal Motor Vehicle Safety Standards Act.

29. All documents concerning any inquires and/or communications between defendant manufacturer's technical hot line and any dealers regarding the subject vehicle, including but not limited to Dealer Agent Workbench (DAW) records.

Respectfully submitted,
THE LIBLANG LAW FIRM, P.C.,

BY: 
DANI K. LIBLANG (P33713)
Attorney for Plaintiff
346 Park Street, Ste. 200
Birmingham, MI 48009
(248) 540-9270

DATED: February 23, 2012

PE13-003 000636LCPV

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

JEFFREY DURICA,

Plaintiff,

vs.

Case: 12-002454-NZ

HON. KATHLEEN MACDONALD

FORD MOTOR COMPANY, a Delaware Corporation,
BILL BROWN FORD., a Michigan Corporation,
PAT MILLIKEN FORD, INC., a Michigan Corporation,
and CHASE BANK, N.A., Jointly and Severally,

Defendants.

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

PLAINTIFF'S INTERROGATORIES TO DEFENDANT DEALERS, BILL BROWN FORD and PAT MILLIKEN FORD, INC.

These interrogatories are submitted pursuant to MCR 2.309(B)(4), to be answered in writing, under oath, and within forty-two (42) days from the date of service.

The answer to each interrogatory is to include such information as is available to the party, or to the party's employees, representatives, agents, sureties, or indemnitors.

Each interrogatory shall be deemed continuing; pursuant to MCR 2.302(E), supplemental answers are required if you discover a prior answer was incorrect or is no longer true, if you receive additional information about the identity or location of anyone having knowledge of discoverable matters, if you plan to call expert witnesses at trial not listed in your previous response, or if you have additional information on the substance of an expert's testimony.

If you cannot answer a particular interrogatory in full, please answer to the extent possible, and explain your inability to answer the remainder. If you object to an interrogatory, please state the reasons for the objection, as required by MCR 3.209(B)(1).

PE13-003 000637LCPV

In preparing your answers, please set forth the question in full, followed by the answer, as required by MCR 2.309(B)(1).

DEFINITIONS

1. "Automobile," "Vehicle" or "Car" means the 2011 Ford Focus VIN No.: 1FAHP3GN2BW163563 which is the subject of this lawsuit.

2. "Person" or "Persons": means to include natural persons, corporations, partnerships, voluntary associations or any other similar entities.

3. "Identity" or "Identify": means to supply the name, last known address, any known telephone number, and job title or position of the person whose identity is being sought.

4. "Transaction": means the sale (or lease, if applicable) of the vehicle which is the subject of this lawsuit.

5. "Defendant Manufacturer": means Ford Motor Company, its agents, employees, officers and representatives.

6. "Defendant Dealer": means Bill Brown Ford, its agents, employees, officers and representatives.

7. "Defendant Finance Co.": means Chase Bank, N.A., its agents, employees, officers and representatives.

8. "Defendant Dealer": means Pat Milliken Ford, Inc., its agents, employees, officers and representatives.

INTERROGATORIES

1. State your full name and address.

a. If you are a corporation, list the name and address of your registered agent, your corporate ID number, date of incorporation and your principal place of business.

b. If you are not a corporation, state the form in which you do business, the county and state in which you are registered, together with your principal place of business.

ANSWER:

PE13-003 000638LCPV

2. Please state the name, job title or position, address and telephone number of each person answering or supplying information with respect to these answers to interrogatories.

ANSWER:

3. With respect to Defendant Dealer's initial acquisition of the vehicle which was sold or leased to Plaintiff(s), please state:

a. The date on which the vehicle was acquired.

b. The name and address of Defendant Dealer's agent who arranged or otherwise made the acquisition.

c. the name and address of the person or entity from whom the acquisition was made, including the name and address of the agent actually handling the acquisition on behalf of the person or entity from whom it was made.

d. Whether the acquisition was the result of a purchase or dealer trade.

e. The consideration given by Defendant Dealer for the acquisition of the vehicle.

ANSWER:

4. State the date, place and time Plaintiff(s) initially offered to purchase the subject vehicle.

ANSWER:

5. State the date, place and time Plaintiff(s) took delivery of the subject vehicle.

ANSWER:

6. Identify each piece of written information given to Plaintiff(s) at the time Plaintiff(s) offered to purchase the subject vehicle. With respect thereto, please state whether any documentation exists evidencing Plaintiff's receipt of such written information and, if so, please attach copies to your answers.

ANSWER:

7. Identify each piece of written information given to Plaintiff(s) at the time of closing of the sales transaction. With respect thereto, please state whether any documentation exists evidencing Plaintiff's receipt of such written information and, if so, please attach copies to your answers.

ANSWER:

8. Was the vehicle sold to Plaintiff(s) as new? If not, please indicate whether the vehicle was designated as "used" or as a "demo."

ANSWER:

9. Please state the consideration paid by Plaintiff(s) for the subject vehicle.

ANSWER:

10. Please state whether the vehicle was ordered or otherwise obtained specifically for Plaintiff(s). If so, does a written order form or other documentation exist evidencing same?

ANSWER:

11. State the name, address and telephone number of each Defendant Dealer's sales representatives or other employees who participated in any aspect of the sale or lease which is the subject matter of this litigation. With respect to each such person, please state:

a. His or her role in the transaction (e.g., placing the order, negotiating terms).

b. Whether such person is still employed by Defendant. If not, please state where such person is presently employed.

ANSWER:

12. State whether the subject vehicle was ever sold or otherwise used prior to its sale to Plaintiff(s). If so:

a. State the name, address and telephone number of the prior purchaser(s) and/or user(s), and the purpose for which it was used.

PE13-003 000640LCPV

b. Specify any defects and/or problems of any nature about which the former owner(s) or user(s) advised Defendant.

ANSWER:

13. State whether the subject vehicle was damaged prior to delivery to Plaintiff(s). If so:

a. State the nature of and extent of the damage;

b. State the retail cost of repairing such damage;

c. Describe how the damage occurred;

d. State the date on which the damage occurred;

e. State the name, address, telephone number and job title of any persons who have knowledge of the circumstances surrounding such damage and/or the repair of the damage.

ANSWER:

14. If your answer to the preceding interrogatory was in the affirmative, please state whether Plaintiff was informed of the damage at or before the time of delivery? If not, please state the reason Plaintiff was not informed. If so, please state:

a. Whether such information was provided orally or in writing; if in writing, please attach a copy to your answers;

b. The name, address, telephone number and job title of each person who informed Plaintiff of the damage;

c. The name, address, telephone number and job title of each person who was present when Plaintiff was so informed;

d. The date on which Plaintiff was informed of the damage.

ANSWER:

15. With respect to any repair, alteration, restoration, preparation or similar service performed to the subject vehicle prior to delivery to Plaintiff, please state:

a. The date thereof.

b. The name and address of the person or entity performing such service.

c. The nature of the work and/or service performed.

d. The cost of the labor for such work and/or service. With respect thereto, please state:

(1) the number of hours and the hourly rate used in arriving at the cost figure quoted above; and

(2) whether a labor time guide or similar manual was used in computing the hours listed in answer to sub-paragraph (1) above.

e. A list of the parts, by name and part number, and/or materials used in the performance of such work and/or service. With respect thereto, please state:

(1) The Defendant's cost for same; and

(2) The list or retail cost for same.

f. A description, by date, title, author, repair order or invoice number, of any records, documents or other memoranda with respect to such work and/or service or, in lieu thereof, please attach copies to your answers.

ANSWER:

16. Please set forth all statements, whether written or oral, made by Defendant Dealer to Plaintiff with respect to the subject vehicle in connection with the sale or lease thereof. With respect to such statements, please:

a. Attach copies of any written statements;

b. Identify the person(s) making the statements;

c. Set forth the substance of any oral statements.

ANSWER:

17. Please state when any written warranties and/or service contracts applicable to the subject vehicle were first made available to Plaintiff for Plaintiff's review. With respect thereto, please:

a. State whether such warranties and/or service contracts were on display in the dealership and, if so, describe such display;

b. Whether such warranties and/or service contracts were displayed on the subject vehicle and, if so, describe where on the vehicle the warranties and/or service contracts were displayed.

ANSWER:

18. Please state whether Defendant has liability insurance with respect to the within action. If so, please identity the insurance carrier, together with the policy number, effective dates of the coverage, and nature of coverage (e.g., full, legal defense costs only, etc.).

ANSWER:

19. Please state whether an insurance company is defending this action and, if so, the name and address of the insurance carrier.

ANSWER:

20. Please state whether the insurance company identified in the preceding paragraph is rasing any coverage defense against the Defendant and, if so, the nature of the defense so asserted.

ANSWER:

21. State the policy limits applicable to the liability insurance referred to, together with the amount of the deductible, if any.

ANSWER:

22. If there is any excess coverage or other insurance afforded by any other insurer, please state:

a. the name and address of each such insurance carrier and the policy number;

b. The condition under which such policy becomes effective, i.e., what amount is to be paid by the primary insurer before the excess coverage or other coverage comes into effect;

c. The policy limits applicable to each such policy.

ANSWER:

23. Please state whether you have been a party or involved in any lawsuit, arbitration claim or governmental administrative charge alleging any breach of warranty claim(s), violation of

consumer laws, and/or violation of state or federal regulations concerning the sale or repair of vehicles?

ANSWER:

24. If so, please:

a. Identify the party filing the charge.

b. State the date Defendant first received notice of the charge.

c. Identify the attorney or other representative for the party filing the charge.

d. State the docket number of the case.

f. Identify every expert witness who has given report or testimony (whether by deposition or personal appearance) in support of the charges.

g. With respect to sub-paragraph (f) above, state the substance of the expert witness's report or testimony.

h. Identify every expert witness who has given report or testimony (whether by deposition or personal appearance) in opposition to the charges.

i. State whether the expert witness identified in sub-paragraph (h) above was retained, engaged or assigned to such duties by Defendant or any of its subsidiaries, divisions or authorized dealers.

j. With respect to sub-paragraph (h) above, state the substance of the expert witness's report or testimony.

ANSWER:

25. Please identify by date, number and substance any service bulletins promulgated by the Defendant manufacturer or any of its subsidiaries, divisions or authorized dealers applicable to the subject vehicle. If you will do so without motion to produce, please attach copies to your answers.

ANSWER:

26. Please state whether there has ever been any recall issued or required repairs or modifications applicable to the subject vehicle. If so, please state:

a. The date the recall was issued or repairs or modifications first required.

b. The nature of any necessary alterations or required repairs, including the name and part number of the parts altered, modified, replaced or repaired.

c. Whether the recall was voluntary or due to a government request or order. If due to a government request or order, identify the governmental agency involved.

ANSWER:

27. Do you claim that the subject vehicle was improperly maintained, misused, or abused in any manner that would be relevant to the defects or problems Plaintiff(s) is claiming in this lawsuit? If so, please state:

a. The nature of such improper maintenance, misuse or abuse.

b. The person(s) you believe to have caused such improper maintenance, misuse or abuse.

c. The facts on which you will rely to support your claim of improper maintenance, misuse or abuse.

d. The name, address, job title or representative capacity or any witnesses whose testimony you will rely on to support your claim of improper maintenance, misuse or abuse.

ANSWER:

28. Please identify by date, title, author, job title or representative capacity of author, and substance, each document which you may seek to introduce at mediation and/or trial of this matter. In lieu thereof, you may attach copies to your answer.

ANSWER:

29. Please identify by name, address, job title or representative capacity, each person known to you who has knowledge of any facts relevant to this matter. With respect to each person so identified, please state:

a. Whether you will seek to have such person qualified as an expert.

b. Whether such person has prepared or given any statement or report in connection with the subject matter of this lawsuit. If so, please state:

(1) Whether the statement or report was oral or written;

(2) The date thereof;

(3) The substance thereof;

(4) If written, please attach copies to your answer if you will do so without a motion to produce.

c. The facts you intend to show by way of such person's testimony.

ANSWER:

30. State all terms and conditions, in detail, of any guarantees, warranties, and/or service contracts made by Defendant Dealer or its agents.

ANSWER:

31. If Defendant Dealer sold or provided a service contract to Plaintiff which is or was applicable to the subject vehicle, please identify the entity or entities obligated to perform repair work covered by such service contract.

ANSWER:

32. Is it your contention that you have disclaimed or in any way limited the express or implied warranties applicable to the subject vehicle? If so, please state:

a. A detailed description of the disclaimer of limitation.

b. Whether a written copy of such disclaimer of limitation was provided to Plaintiff prior to delivery of the subject automobile. If so, please identify the person providing same to Plaintiff(s), and the date, time and place same was provided to Plaintiff(s).

c. If you will do so without a motion to produce, please attach copies of any written disclaimer of limitation of warranties you contend are applicable to the subject automobile.

ANSWER:

33. State whether Defendant Finance Co. provided Defendant Dealer with the forms for use in drawing up the conditional sales agreement and for making credit application.

ANSWER:

34. State the date and time when the installment sales contract was negotiated or assigned to Defendant Finance Co.

ANSWER:

35. State the price Defendant Finance Co. paid for the installment sales contract.

ANSWER:

36. State whether the installment sales contract was purchased without recourse. If your answer is "no," please state:

a. The remedies afforded Defendant Finance Co. against Defendant Dealer and/or Defendant Manufacturer in the event of a default or alleged default on the part of the consumer-buyer under the installment sales contract.

b. The terms and conditions that Defendant Finance Co. must meet in order to avail itself of the remedies described in answer to sub-paragraph (a) above.

ANSWER:

37. With regard to any credit life and/or credit disability insurance supplied to the Plaintiff, and the insurance company that furnished such insurance to Plaintiff in connection with the installment sales contract, please describe in detail:

a. The nature of the insurance company's relationship to any of the Defendant herein, including but not limited to, the degree of ownership or control.

b. Any arrangements for referring customers for insurance coverage.

c. Any actual or agreed-upon rebates or other benefits for such referrals.

d. Any contracts or agreements between the insurance company and any of the Defendants herein.

e. The number of Defendant Dealer's customers who have purchased credit disability and/or credit life insurance provided by the insurance company in connection with an automobile loan form Defendant Dealer and/or Defendant Finance Co. since 1990.

f. The number of Defendant Dealer's customers who have declined to purchase credit disability and/or credit life insurance in connection with an automobile loan from Defendant Dealer and/or Defendant Finance Co. since 1990.

ANSWER:

38. Please state whether any service, maintenance or other repairs were performed on the subject vehicle by or at the direction of Defendant Dealer and/or Defendant Manufacturer subsequent to the date said vehicle was initially delivered to Plaintiff. If so, please state the number of times the vehicle was so serviced and, for each such service, maintenance or repair, please state:

a. The nature of the service, maintenance or repair.

b. The date thereof.

c. The reason for the service, maintenance or repair.

d. The mileage on the vehicle at the time of the service.

e. The person performing the service, including his or her name, address, mechanic number, telephone number and whether he or she is still employed by you.

f. A list, by name and part number, of any parts replaced in connection with their service.

g. A list, by name and part number, of any parts installed in connection with the service [except as identified in answer to sub-paragraph (f) above].

h. A list, by name and part number, of any parts removed but not replaced in connection with the service.

i. Whether all or part of the cost of such service was covered by warranty and, if so, the amount paid under warranty.

j. The amount paid by Plaintiff for the service.

k. If you will do so without a motion to produce, please attach copies of all documentation, including but not limited to, repair orders, warranty claim documents, parts lists, service bulletins, recall documents, etc., connected with such service.

ANSWER:

39. Please state the present wholesale and retail value of the subject vehicle, assuming for this purpose that the vehicle is in good condition, equipped as the vehicle that is the subject of this action is equipped. Please identify any source(s) used in answering this interrogatory.

ANSWER:

40. Please state whether Defendant Manufacturer has agreed to pay or indemnify Defendant Dealer and/or Defendant Finance Company with respect to any settlement or verdict obtained by Plaintiff(s) in this action.

ANSWER:

Respectfully submitted,

THE LIBLANG LAW FIRM, P.C.,

BY: _____
DANIK. LIBLANG (P33713)
Attorney for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

DATED: February 23, 2012

PE13-003 000649LCPV

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

JEFFREY DURICA,

Plaintiff,

vs.

Case: 12-002454-NZ

HON. KATHLEEN MACDONALD

FORD MOTOR COMPANY, a Delaware Corporation,
BILL BROWN FORD., a Michigan Corporation,
PAT MILLIKEN FORD, INC., a Michigan Corporation,
and CHASE BANK, N.A., Jointly and Severally,

Defendants.

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

PLAINTIFF'S INTERROGATORIES TO DEFENDANT MANUFACTURER FORD MOTOR COMPANY

These interrogatories are submitted pursuant to MCR 2.309(B)(4), to be answered in writing, under oath, and within forty-two (42) days from the date of service.

The answer to each interrogatory is to include such information as is available to the party, or to the party's employees, representatives, agents, sureties, or indemnitors.

Each interrogatory shall be deemed continuing; pursuant to MCR 2.302(E), supplemental answers are required if you discover a prior answer was incorrect or is no longer true, if you receive additional information about the identity or location of anyone having knowledge of discoverable matters, if you plan to call expert witnesses at trial not listed in your previous response, or if you have additional information on the substance of an expert's testimony.

If you cannot answer a particular interrogatory in full, please answer to the extent possible, and explain your inability to answer the remainder. If you object to an interrogatory, please state the reasons for the objection, as required by MCR 3.209(B)(1).

PE13-003 000650LCPV

In preparing your answers, please set forth the question in full, followed by the answer, as required by MCR 2.309(B)(1).

DEFINITIONS

1. "Automobile," "Vehicle" or "Car" means the 2011 Ford Focus VIN No.: 1FAHP3GN2BW163563 which is the subject of this lawsuit.

2. "Person" or "Persons": means to include natural persons, corporations, partnerships, voluntary associations or any other similar entities.

3. "Identity" or "Identify": means to supply the name, last known address, any known telephone number, and job title or position of the person whose identity is being sought.

4. "Transaction": means the sale (or lease, if applicable) of the vehicle which is the subject of this lawsuit.

5. "Defendant Manufacturer": means Ford Motor Company, its agents, employees, officers and representatives.

6. "Defendant Dealer": means Bill Brown Ford, its agents, employees, officers and representatives.

7. "Defendant Finance Co.": means Chase Bank, N.A., its agents, employees, officers and representatives.

8. "Defendant Dealer": means Pat Milliken Ford, Inc., its agents, employees, officers and representatives.

INTERROGATORIES

1. State your full name and address.

a. If you are a corporation, list the name and address of your registered agent, your corporate ID number, date of incorporation and your principal place of business.

b. If you are not a corporation, state the form in which you do business, the county and state in which you are registered, together with your principal place of business.

ANSWER:

PE13-003 000651LCPV

2. Please state the name, job title or position, address and telephone number of each person answering or supplying information with respect to these answers to interrogatories.

ANSWER:

3. Please state whether Defendant Manufacturer has or has ever had any ownership interest in the Defendant Dealer. If so, please state:

a. A description of the ownership interest;

b. The date such interest was acquired and, if such ownership interest has been terminated, the date on which such termination occurred.

ANSWER:

4. Please state the name and address of the facility where the subject vehicle was manufactured or otherwise assembled.

ANSWER:

5. Please state the name and address of the dealership to whom the subject vehicle was shipped when it first left the Defendant Manufacturer's control. With respect thereto, please set forth the name and address of the carrier transporting the subject vehicle.

ANSWER:

6. Please state the total number of warranty claims submitted to Defendant Manufacturer by any of Manufacturer's authorized dealers regarding the subject vehicle. Please include warranty claims submitted both before and after delivery of the subject vehicle to Plaintiff.

ANSWER:

7. Please state the total dollar amount of the warranty claims paid by Defendant Manufacturer with respect to the subject vehicle.

ANSWER:

8. Were any warranty claims rejected by Defendant Manufacturer? If so, for each warranty claim that was rejected, please set forth the amount of the claim and a detailed explanation of the reason the claim was rejected.

ANSWER:

9. At the time of the sale or lease which is the subject of this litigation, had Defendant Manufacturer provided instructions to its authorized dealerships regarding how the written warranties were to be distributed to purchasers? If so, please set forth:

a. Whether the instructions were written or oral;

b. The substance of the instructions;

c. The date on which the instructions were first provided to Defendant Dealer;

d. If the instructions were written, please attach copies to your answers.

ANSWER:

10. At the time of the sale or lease which is the subject of this litigation, had Defendant Manufacturer provided Defendant Dealer with written materials, other than the written warranties, which were intended to be distributed to purchasers? If so, please state:

a. Whether Defendant Manufacturer provided instructions to its authorized dealerships regarding how such materials were to be distributed to purchasers. If so, please set forth:

(1) The substance of the instructions;

(2) The date on which the instructions were first provided to Defendant Dealer;

(3) If the instructions were written, please attach copies to your answers.

b. Please attach copies of such written materials to your answers.

ANSWER:

11. Was the vehicle sold to Plaintiff(s) as new? If not, please indicate whether the vehicle was designated as "used" or as a "demo."

ANSWER:

12. Please state whether the vehicle was ordered or otherwise obtained specifically for Plaintiff(s). If so, does a written order form or other documentation exist evidencing same?

ANSWER:

13. State whether the subject vehicle was ever sold or otherwise used prior to its sale to Plaintiff(s). If so:

a. State the name, address and telephone number of the prior purchaser(s) and/or user(s), and the purpose for which it was used.

b. Specify any defects and/or problems of any nature about which the former owner(s) or user(s) advised Defendant.

ANSWER:

14. With respect to any repair, alteration, restoration, preparation or similar service performed to the subject vehicle prior to delivery to Plaintiff, please state:

a. The date thereof.

b. The name and address of the person or entity performing such service.

c. The nature of the work and/or service performed.

d. The cost of the labor for such work and/or service. With respect thereto, please state:

(1) the number of hours and the hourly rate used in arriving at the cost figure quoted above; and

(2) whether a labor time guide or similar manual was used in computing the hours listed in answer to sub-paragraph (1) above.

e. A list of the parts, by name and part number, and/or materials used in the performance of such work and/or service. With respect thereto, please state:

(1) The Defendant's cost for same; and

(2) The list or retail cost for same.

f. A description, by date, title, author, repair order or invoice number, of any records, documents or other memoranda with respect to such work and/or service or, in lieu thereof, please attach copies to your answers.

ANSWER:

15. Please state whether you have been a party or involved in any lawsuit, arbitration claim or governmental administrative charge alleging design defects, manufacturing defects, safety problems or breach of warranty with respect to any vehicle equipped as the vehicle that is the subject of this action is equipped.

ANSWER:

16. If so, please:

a. Identify the party filing the charge.

b. State the date Defendant first received notice of the charge.

c. Identify the attorney or other representative for the party filing the charge.

d. State the docket number of the case.

f. Identify every expert witness who has given report or testimony (whether by deposition or personal appearance) in support of the charges.

g. With respect to sub-paragraph (f) above, state the substance of the expert witness's report or testimony.

h. Identify every expert witness who has given report or testimony (whether by deposition or personal appearance) in opposition to the charges.

I. State whether the expert witness identified in sub-paragraph (h) above was retained, engaged or assigned to such duties by Defendant or any of its subsidiaries, divisions or authorized dealers.

j. With respect to sub-paragraph (h) above, state the substance of the expert witness's report or testimony.

ANSWER:

17. Please identify by date, number and substance any service bulletins promulgated by the Defendant manufacturer or any of its subsidiaries, divisions or authorized dealers applicable to the subject vehicle. If you will do so without motion to produce, please attach copies to your answers.

ANSWER:

18. Please identify by author, job description or representative capacity of author, date and substance of any report, memorandum, or other document describing any design, engineering, manufacturing or quality problems regarding the subject vehicle or any of its components and which was prepared by any agent, person, representative or employee hired or paid by Defendant or any of its subsidiaries, divisions or authorized dealers.

ANSWER:

19. Please state whether you are aware of any statistics, memoranda, studies, reports or other documents reflecting the rate of depreciation of value of subject vehicle equipped as the vehicle that is the subject of this action is equipped. If so, please state the substance of each such documents and identify the document by author, job description or representative capacity of author, and date of document.

ANSWER:

20. Please state whether you consider the NADA Guides to be authoritative with respect to the fair market value of used vehicles? If your answer is "no," please identify the publication(s) you consider to be authoritative with respect to the fair market value of used vehicles.

ANSWER:

21. Please state whether there has ever been any recall issued or required repairs or modifications applicable to the subject vehicle. If so, please state:

a. The date the recall was issued or repairs or modifications first required.

b. The nature of any necessary alterations or required repairs, including the name and part number of the parts altered, modified, replaced or repaired.

c. Whether the recall was voluntary or due to a government request or order. If due to a government request or order, identify the governmental agency involved.

ANSWER:

22. Please state whether the subject vehicle has ever been the subject of an investigation by any governmental agency. If so, please state:

a. The name and address of the governmental agency involved in the investigation.

b. The alleged problem or defect investigated.

c. The date(s) of the investigation.

d. Whether any tests were conducted in connection with the investigation and, if so, the name and address of the person or entity conducting such tests.

e. The name and address of each person or entity having custody or control of any reports, memoranda, studies, or other documents generated as a result of or in connection with said investigation. If you will do so without a motion to produce, pleas attach copies to your answers.

ANSWER:

23. Please state whether Defendant Manufacturer, or anyone acting on your behalf, has published any promotional materials, including but not limited to, brochures, posters, pamphlets, and documents concerning the subject vehicle? If so, please attach copies to your answers.

ANSWER:

24. Do you claim that the subject vehicle was improperly maintained, misused, or abused in any manner that would be relevant to the defects or problems Plaintiff(s) is claiming in this lawsuit? If so, please state:

a. The nature of such improper maintenance, misuse or abuse.

b. The person(s) you believe to have caused such improper maintenance, misuse or abuse.

c. The facts on which you will rely to support your claim of improper maintenance, misuse or abuse.

d. The name, address, job title or representative capacity or any witnesses whose testimony you will rely on to support your claim of improper maintenance, misuse or abuse.

ANSWER:

25. Please identify by date, title, author, job title or representative capacity of author, and substance, each document which you may seek to introduce at mediation and/or trial of this matter. In lieu thereof, you may attach copies to your answer.

ANSWER:

26. Please identify by name, address, job title or representative capacity, each person known to you who has knowledge of any facts relevant to this matter. with respect to each person so identified, please state:

a. Whether you will seek to have such person qualified as an expert.

b. Whether such person has prepared or given any statement or report in connection with the subject matter of this lawsuit. If so, please state:

(1) Whether the statement or report was oral or written;

(2) The date thereof;

(3) The substance thereof;

(4) If written, please attach copies to your answer if you will do so without a motion to produce.

c. The facts you intend to show by way of such person's testimony.

ANSWER:

27. State all terms and conditions, in detail, of any guarantees, warranties, and/or service contracts made by Defendant or its agents.

ANSWER:

28. Is it your contention that you have disclaimed or in any way limited the express or implied warranties applicable to the subject vehicle? If so, please state:

a. A detailed description of the disclaimer of limitation.

b. Whether a written copy of such disclaimer of limitation was provided to Plaintiff prior to delivery of the subject automobile. If so, please identify the person providing same to Plaintiff(s), and the date, time and place same was provided to Plaintiff(s).

c. If you will do so without a motion to produce, please attach copies of any written disclaimer of limitation of warranties you contend are applicable to the subject automobile.

ANSWER:

29. Please state whether any service, maintenance or other repairs were performed on the subject vehicle by or at the direction of Defendant Dealer and/or Defendant Manufacturer subsequent to the date said vehicle was initially delivered to Plaintiff. If so, please state the number of times the vehicle was so serviced and, for each such service, maintenance or repair, please state:

a. The nature of the service, maintenance or repair.

b. The date thereof.

c. The reason for the service, maintenance or repair.

d. The mileage on the vehicle at the time of the service.

e. The person performing the service, including his or her name, address, mechanic number, telephone number and whether he or she is still employed by you.

f. A list, by name and part number, of any parts replaced in connection with their service.

g. A list, by name and part number, of any parts installed in connection with the service [except as identified in answer to sub-paragraph (f) above].

h. A list, by name and part number, of any parts removed but not replaced in connection with the service.

I. Whether all or part of the cost of such service was covered by warranty and, if so, the amount paid under warranty.

j. The amount paid by Plaintiff for the service.

k. If you will do so without a motion to produce, please attach copies of all documentation, including but not limited to, repair orders, warranty claim documents, parts lists, service bulletins, recall documents, etc., connected with such service.

ANSWER:

30. Please state the present wholesale and retail value of the subject vehicle, assuming for this purpose that the vehicle is in good condition, equipped as the vehicle that is the subject of this action is equipped. Please identify any source(s) used in answering this interrogatory.

ANSWER:

31. Please state whether Defendant Manufacturer has agreed to pay or indemnify Defendant Dealer and/or Defendant Finance Company with respect to any settlement or verdict obtained by Plaintiff(s) in this action.

ANSWER:

32. Are you aware of any industry, state or federal standards in a published form relating to the components of the subject vehicle which Plaintiff's Complaint alleges were defective? If so, please provide a description or citation of such standard, providing the date of publication or promulgation of same.

ANSWER:

33. Does Defendant Manufacturer have an alternative dispute resolution mechanism which Defendant Manufacturer contends would have had jurisdiction over the dispute which is the subject of this litigation? If so, please state:

a. The name of the board or entity comprising the dispute resolution mechanism;

b. Whether such board or entity has the authority to award buy-backs of vehicles as a remedy to consumers seeking assistance through said board or entity? If so, please state:

(1) The criteria used by the board or entity in determining whether a buy-back will be awarded;

(2) The number of buy-backs requested by consumers seeking assistance through the board or entity for each of the four years immediately preceding your answers to these interrogatories;

(3) The number of buy-backs awarded to consumers by the board or entity for each of the four years immediately preceding your answers to these interrogatories.

c. Whether Defendant Manufacturer contends that resort to the board or entity is a prerequisite to Plaintiff's claims under Michigan's Lemon Law or the Magnuson-Moss Warranty Act. If so, please:

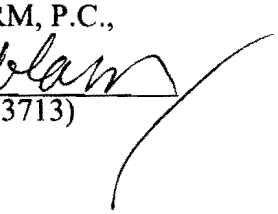
(1) Attach a copy of any document(s) evidencing notice to the Plaintiff, provided by Defendant Manufacturer, that resort to the board or entity is a prerequisite to such claims;

(2) Attach a copy of any document(s) evidencing the board or entity's procedures for conforming to the requirements of the Magnuson-Moss Warranty Act applicable to such alternative dispute mechanisms.

ANSWER:

Respectfully submitted,

THE LIBLANG LAW FIRM, P.C.,

BY: 

DANI K. LIBLANG (P33713)
Attorney for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

DATED: February 23, 2012

PE13-003 000661LCPV

CUSTOMER LIST

CUSTOMER NAME/PHONE NUMBER	ADDRESS	STATUS
[redacted] 7[redacted]	[redacted] LIVONIA MI[redacted]	No Open Issues

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Customer Info

Customer:	MR[redacted]	**Primary Phone:**	[redacted]
Address:	[redacted]	LIVONIA	MI[redacted]
Country:	USA	**Language:**	EN
Cell Phone:		**Pager:**	
Preferred Contact method:		**Fax:**	
Preferred Contact Time:		**Email:**	[redacted]

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Vehicle List

VIN	Year	Model	Sales Type	Owner Status	Vehicle Info
1FAHP36N89W[redacted]	2009	FOCUS	SALE TO AN INDIVIDUAL UNDER THE A OR Z PLAN	Original Owner	Oasis
No Open Issues					Warranty History
1FAHP3GN2BW[redacted]	2011	FOCUS	SALE TO AN INDIVIDUAL UNDER THE A OR Z PLAN	Original Owner	Oasis
No Open Issues					Warranty History

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ESP / Recall Information

VIN: 1FAHP3GN2BW[redacted]

Contract: 1 of 3

----------ESP Purchase Details----------

Purchaser: [redacted]
Plan Type: USA 2011 5 YEAR FORD AND MERCURY TIRECARE
Selling Dealer: BILL BROWNFORD INC
Deductible:
Rental:
Towing Allowance:

Status: Active
Expiration Date: 2016-03-30
Expiration Miles: 555,558
Plan Year: 2011
Purchase Type: N
Options:

----------ESP Cancellation Details----------

Cancel Date:
Refund Percent:
Dealer Credited:

Process Date:
Dealer Received Date:

Contract: 2 of 3

----------ESP Purchase Details----------

Purchaser: [redacted]
Plan Type: USA 2011 NEW 60/100000 PREMIUMCARE W/ROADSIDE
Selling Dealer: BILL BROWNFORD INC
Deductible: 100
Rental: 30
Towing Allowance:

Status: Active
Expiration Date: 2016-03-30
Expiration Miles: 100,000
Plan Year: 2011
Purchase Type: N
Options: 1ST,DY,RNT

----------ESP Cancellation Details----------

Cancel Date:
Refund Percent:
Dealer Credited:

Process Date:
Dealer Received Date:

Contract: 3 of 3

----------ESP Purchase Details----------

Purchaser: [redacted]
Plan Type: USA 2011 LIMITED MAINT 36/45K-5K INTERVAL
Selling Dealer:
Deductible:
Rental:
Towing Allowance:

Status: Active
Expiration Date: 2014-08-01
Expiration Miles: 48,504
Plan Year: 2011
Purchase Type: N
Options:

----------ESP Cancellation Details----------

Cancel Date:
Refund Percent:
Dealer Credited:

Process Date:
Dealer Received Date:

No Recall Information for this VIN

VEHICLE DETAIL

VIN:	1FAHP3GN2BW[redacted]	**Engine:**	2.0L 91 RON DURATEC HE
Make:	FORD	**Transmission:**	4 SPD AUTO VANDYKE FN TRANS A
Model:	FOCUS	**Paint Code/Color:**	INGOT SILVER METALLIC
Year:	2011	**Calibration:**	AAU1BA0A
Pay Load:		**Max Towing Weight:**	
GVWR:	03715	**Axle Ratio:**	
WheelBase:	MM	**Warranty Start Date:**	3/30/2011
GCWR:		**Vehicle Build Date:**	9/30/2010
PEP Code:	401A		

Selling Dealers Name: BILL BROWNFORD INC
Selling Dealers P & A Code: 03003 **Selling Dealers Sales Code:** F48032
Selling Dealers Main Phone: 734-421-7000 **Selling Dealers Service Phone:** 734-421-7116

Vehicle Order Image

```
1 2 3 4 5 6 7 8 9 10  1 2 3 4 5 6 7 8 9 20  1 2 3 4 5 6 7 8 9 30  1 2 3 4 5 6 7 8 9 40  1 2 3 4 5 6 7 8 9 50
[redacted]  [redacted]  M M          H 2   1 9 H 3 2 1 1          I H   E       2      3 Z

1 2 3 4 5 6 7 8 9 60  1 2 3 4 5 6 7 8 9 70  1 2 3 4 5 6 7 8 9 80  1 2 3 4 5 6 7 8 9 90  1 2 3 4 5 6 7 8 9 100
4 9       2 4      A 1   B   A   M 3 4   8 C 0 3 2 M   3 V    U X       H W    R       C S   N 1

1 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120 1 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150
F A H 2   6   H          4 0 1 A   9   N 2 M I

1 2 3 4 5 6 7 8 9 160
```

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ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
11/3/2011	[redacted]	1FAHP3GN2BW1[redacted]	2011 FOCUS	04
CLOSED	CLP-IN-BUYBACK - CUST PERCEIVES TWO REPAIRS	532042021		
11/3/2011	[redacted]	1FAHP3GN2BW[redacted]	2011 FOCUS	01
CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	532042021		
10/26/2011	[redacted]	1FAHP3GN2BW[redacted]	2011 FOCUS	01
CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	532042021		
8/5/2011	[redacted]	1FAHP3GN2BW[redacted]	2011 FOCUS	08
CLOSED	RAV - OTHER	532042021		
8/1/2011	[redacted]	1FAHP3GN2BW[redacted]	2011 FOCUS	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	532042021		

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All Action Details for Issue

Print

VIN: 1FAHP3GN2BW[redacted] **Year:** 2011 **Model:** FOCUS **Case:** 532042021
Name: MR [redacted] **Owner Status:** Original **WSD:** 2011-03-30
Symptom Desc: LOSS OF POWER ACCELERATION **Primary Phone:** [redacted]
Reason Desc: CLP-IN-BUYBACK - CUST PERCEIVES TWO REPAIRS **Secondary Phone:** 7[redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 10/25/2011

Action: TIER II ESCALATION - BUYBACK
Dealer: 03003 BILL BROWNFORD INC **Origin Desc:** US CONCERN CASE BASE
Odometer: 3800 MI **Comm Type:** PHONE
Analyst Name: DUNNIGAN, MATTHEW **Analyst:** MDUNNIG2
Action Date: 10/24/2011 **Action Time:** 11.28.34.098 **Action Data:** No

Comments CUSTOMER SAID: -WHILE TRYING TO ACCELERATE WHILE DRIVING DOWNHE HIGHWYA THE VEH DOES NOT WANT TO ACCELERATE -HAS BEEN TO THE DLR MULTIPLE TIMES FOR THIS ISSUE AND OTHERS -IS WANTING OUT OF THE VEH BECAUSE IT IS NOT RELIABLEDEALER SAID: BILL BROWN FORD 32222 PLYMOUTH ROADLIVONIA MI 48150(734) 421-7000CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 03003 BILL BROWNFORD INC **Origin Desc:** DEALER
Odometer: 3800 MI **Comm Type:** OUTBOUND CALL TO DEALER
Analyst Name: JOHN HOULE **Analyst:** J-HOULE1
Action Date: 10/24/2011 **Action Time:** 11.40.44.093 **Action Data:** No

Comments THE CUSTOMER CURRENTLY HAS A DRIVABILITY CONCERN CONSISTING OF A HESITATION ON ACCELERATION. THE CUSTOMER HAS VOICED THIS CONCERN ON 2 PREVIOUS OCCASIONS. ONE REPAIR WAS MADE RELATING TO THE COOLING SYSTEM. ON THE FIRST OCCASION THE CONCERN COULD NOT BE DUPLICATED. THE DEALERSHIP IS PREPARED TO USE ALL THE TECHNICAL RESOURCES AVAILABLE TO CORRECT THIS CUSTOMERS' CONCERN.

Action: TRANSFER ISSUE
Dealer: 02741 PAT MILLIKEN FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3800 MI **Comm Type:** PHONE
Analyst Name: TILLMAN, JAMES **Analyst:** JTILLM14
Action Date: 10/25/2011 **Action Time:** 11.36.34.442 **Action Data:** No

Comments CSM JAMY X77750=REVIREED HISTORICS-LTV A/Z-CUSTOMER WAS GIVEN 3/45 MAINT-NO TECH HOTLINE-CHECKED OASIS-NO RECALLS-REVIEWED AWS-VEHICLE HAS BEEN IN 3 TIMES NOT FOR SAME CONCERN-CSM JAMY OBC TO DEALER-ADVISED WOULD LIKE TO REINSPECT VEHICLE AND OFFERED EVERY SOLUTION TO PICK UP VEHICLE-HE ADVISED CUSTOMERONLY WANTED TO TALK TO CRC-CSM JAMY OBC TO CUSTOMER-HE STATED NOT HAPPY WITH VEHICLE AND WOULD LIKE TO SWAP OUT-OR A BUY BACK-CSM ADVISED CUSTOMER THAT VEHICLE NEEDS TO BE BROUGHT BACK IN TO PROCEES ALL RESOURCES TO REPAIR VEHICLE-CSM ADVISED WOULD LIKE TO GET A SECOND OPINION AND CUST ADVISED WOULD LIKE TO TAKE TO PAT MILIKIN FORD-CSM ADVISED TO MAKE APPT AND WILL FOLLOW UP 10-28

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 02741 PAT MILLIKEN FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3800 MI **Comm Type:** PHONE

Analyst Name: TILLMAN, JAMES **Analyst:** JTILLM14
Action Date: 10/25/2011 **Action Time:** 11.42.39.557 **Action Data:** Yes

Comments CSM JAMY X77750=REVIREED HISTORICS-LTV A/Z-CUSTOMER WAS GIVEN 3/45 MAINT-NO TECH HOTLINE-CHECKED OASIS-NO RECALLS-REVIEWED AWS-VEHICLE HAS BEEN IN 3 TIMES NOT FOR SAME CONCERN-CSM JAMY OBC TO DEALER-ADVISED WOULD LIKE TO REINSPECT VEHICLE AND OFFERED EVERY SOLUTION TO PICK UP VEHICLE-HE ADVISED CUSTOMERONLY WANTED TO TALK TO CRC-CSM JAMY OBC TO CUSTOMER-HE STATED NOT HAPPY WITH VEHICLE AND WOULD LIKE TO SWAP OUT-OR A BUY BACK-CSM ADVISED CUSTOMER THAT VEHICLE NEEDS TO BE BROUGHT BACK IN TO PROCEES ALL RESOURCES TO REPAIR VEHICLE-CSM ADVISED WOULD LIKE TO GET A SECOND OPINION AND CUST ADVISED WOULD LIKE TO TAKE TO PAT MILIKIN FORD-CSM ADVISED TO MAKE APPT AND WILL FOLLOW UP 10-28

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-28-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 02741 PAT MILLIKEN FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3800 MI **Comm Type:** PHONE
Analyst Name: TILLMAN, JAMES **Analyst:** JTILLM14
Action Date: 10/28/2011 **Action Time:** 15.59.00.264 **Action Data:** Yes

Comments CSM JAMY OBC TO DEALER WAS ADVISED THAT AFTER CONTACTING HOTLINE FSE IS SCHEDULED TO HECK VEHICLE-CSM OBC TO CUSTOMER ADVISED OF UPDATE AND WILL BE FOLLOWING UP 11-03

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-03-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02741 PAT MILLIKEN FORD, INC. **Origin Desc:** DEALER
Odometer: 3800 MI **Comm Type:** VISIT
Analyst Name: PATRICK LYONS **Analyst:** P-LYONS2
Action Date: 11/02/2011 **Action Time:** 14.56.33.088 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
PATRICK	M	LYONS	3132553100	DEALER

Comments SERVICE DIRECTOR TESTED VEHICLE, FCSD FSE BRAD BRANIM ROAD TESTED VEHICLE AND COULD NOT DUPLICATE CONCERN.SERVICE DIRECTOR CONTACTED CUSTOMER AND DROVE WITH CUSTOMER , AND COULD NOT DUPLICATE CONCERN AT THIS TIME. DEALER HAS VDR CURRENTLY ON ANOTHER VEHICLE AND OFFERED ONCE IT IS BACK TO INSTALL ON CUSTOMERS VEHICLE FOR TEST PURPOSES. CUSTOMER STATES HE WILL TALK WITH CRC CSM FIRST. VEHICLE ROADTESTED BY SERVICE DIRECTOR/FSE/CUSTOMER A TOTAL OF 82 MILES AND COULD NOT DUPLICATE. VEHICLE RELEASED BACK TO CUSTOMER ON 11/02 PM

Action: CONCERN ADDRESSED
Dealer: 02741 PAT MILLIKEN FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 3800 MI **Comm Type:** PHONE
Analyst Name: TILLMAN, JAMES **Analyst:** JTILLM14
Action Date: 11/03/2011 **Action Time:** 11.50.19.720 **Action Data:** Yes

Comments CSM JAMY IBC FROM CUSTOMER HE ADVISED HAS PICKED UP VEHICLE AND CONCERN HAS NOT

HAPPENED-CUSTOMER REQUESTING CSM TO BUY BACK VEHICLE OR TRADE HIM OUT-CSM ADVISED AFTER REVIEWING CASE AT THIS TIME BEING NOT DUPLICATED, FORD CAN NOT BUY BACK VEHICLE-CUSTOMER DID NOT ACCEPT AND ADVISED CSM THAT IS CONTACTING ATTORNEY CSM CLOSING CASE DUE TO NOT BEING ABLE TO ASSIST AND ATTORNEY GETTING INVOLVED

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

All Action Details for Issue

Print

VIN: 1FAHP3GN2BW[redacted] **Year:** 2011 **Model:** FOCUS **Case:** 532042021
Name: MR[redacted] **Owner Status:** Original **WSD:** 2011-03-30
Symptom Desc: HES/STUMBLE ACCELERATION **Primary Phone:** [redacted]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS
Dealer: **Origin Desc:** US CONCERN CASE BASE
Odometer: 3900 MI **Comm Type:** PHONE
Analyst Name: PURDIE, CASSANDRA **Analyst:** CPURDIE3
Action Date: 11/03/2011 **Action Time:** 11.28.48.567 **Action Data:** No

Comments CUSTOMER SAID: ==========SEE HISTORICS==========VEH HESITATES WHEN ACCELERATING =CUST STATES JAMY WAS SUPPOSE TO CONTACT HIM BACK YESTERDAYCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.=DID NOT ADVISE CUST OF ABOVE PHRASE=TRANSFERRED CUST TO CSM JAMY

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All Action Details for Issue

Print

VIN: 1FAHP3GN2BW[redacted] **Year:** 2011 **Model:** FOCUS **Case:** 532042021
Name: MR[redacted] **Owner Status:** Original **WSD:** 2011-03-30
Symptom Desc: LOSS OF POWER ACCELERATION **Primary Phone**[redacted]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT **Secondary Phone:**[redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS
Dealer: **Origin Desc:** US CONCERN CASE BASE
Odometer: 3800 MI **Comm Type:** PHONE
Analyst Name: PURDIE, CASSANDRA **Analyst:** CPURDIE3
Action Date: 10/26/2011 **Action Time:** 12.02.58.285 **Action Data:** No

Comments CUSTOMER SAID: =VEH HAS BEEN TO DLRSHP 5 TIMES =VEH CURRENTLY AT DLRSHP=VEH WILL NOT ACCELERATE=CUST WAS ON A MAJOR FREEWAY AND VEH WOULD NOT GODEALER SAID: PAT MILLIKEN FORD INC. SCHEDULE SERVICE 9600 TELEGRAPH RDREDFORD TWP MI 48239(800) 736-9071CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.=ADVISED CUST OF FOLLOWUP SCHEDULED FOR FRI 10/28 BEFORE COB 6PM

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All Action Details for Issue

Print

VIN: 1FAHP3GN2BW[redacted] **Year:** 2011 **Model:** FOCUS **Case:** 532042021
Name: MR[redacted] **Owner Status:** Original **WSD:** 2011-03-30
Symptom Desc: UNKNOWN SOURCE NOISE FRONT EXTERIOR **Primary Phone:** [redacted]
Reason Desc: RAV - OTHER **Secondary Phone:** [redacted]
Issue Type: 08 RAV **Issue Status:** CLOSED

Action: ESP M-LIMITED MAINTENANCE

Dealer: 03003 BILL BROWNFORD INC

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 2504 MI **Comm Type:** MAIL

Analyst Name: DAUNT,CHRIS **Analyst:** C-DAUNT

Action Date: 08/05/2011 **Action Time:** 20.00.12.433 **Action Data:** No

Comments reg'd ulm5 36/45 0 ded

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All Action Details for Issue

Print

VIN: 1FAHP3GN2BW[redacted] **Year:** 2011 **Model:** FOCUS **Case:** 532042021
Name: MR [redacted] **Owner Status:** Original **WSD:** 2011-03-30
Symptom Desc: NOISE ENGINE (UPPER) **Primary Phone:** [redacted]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 08/01/2011

Action: TIER II ESCALATION - UNABLE TO DUPLICATE
Dealer: 03003 BILL BROWNFORD INC **Origin Desc:** US CONCERN CASE BASE
Odometer: 2263 MI **Comm Type:** PHONE
Analyst Name: DAVIE, THOMAS **Analyst:** TDAVIE
Action Date: 07/21/2011 **Action Time:** 14.46.43.704 **Action Data:** Yes

Comments CUSTOMER SAID: CUST HAS CLICKING NOISE DLR SAYS ITS NORMAL CUST INSISTS ITS DRIVING HIM INSANEDEALER SAID: BILL BROWN FORD32222 PLYMOUTH ROADLIVONIA MI 481507344217000CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLECUST INDICATED HE HAS OTHER VEH , THE CLICKING DRIVES HIM SO INSANE HE MIGHT EVENTUALLY WANT A BUYBACK

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0
	0

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 03003 BILL BROWNFORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2263 MI **Comm Type:** PHONE
Analyst Name: HARBOUR, RUTH **Analyst:** RHARBOU1
Action Date: 07/22/2011 **Action Time:** 11.45.45.481 **Action Data:** Yes

Comments -- CSM SANDI X7725-- LTV SCORE=AZ-- REP REVIEWED AWS; 2 CLAIMS LISTED FOR THIS VEH.-- REP REVIEWED NHL.-- VEH DOES NOT HAVE AN ESP; NO OPEN RECALLS-- REP MADE OBC TO DLRSHP, SPOKE WITH S/M JOHN = HE IS RESEARCHING THIS CONCERN = OBC TO CUST CONFIRMED DLR UPDATE = SETTING F/U 7/27

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-27-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: VEHICLE OPERATING CHARACTERISTIC - REPAIR NOT ATTEMPTED
Dealer: 03003 BILL BROWNFORD INC **Origin Desc:** DEALER
Odometer: 2263 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER
Analyst Name: JOHN HOULE **Analyst:** J-HOULE1
Action Date: 07/22/2011 **Action Time:** 16.17.34.195 **Action Data:** No

Comments SSM 21501 REFERS TO THE SOUND THAT THE CUSTOMER IS EXPERIENCING. THE DEALERSHIP S/M PLACED AN OBC TO THE CUSTOMER TODAY 07/22/11.TO EXPLAIN THE CONDITION TO THE CUSTOMER AND REASSURE HIM THAT THIS IS A NORMAL CONDITION.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 03003 BILL BROWNFORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2263 MI **Comm Type:** PHONE

Analyst Name: HARBOUR, RUTH **Analyst:** RHARBOU1
Action Date: 07/27/2011 **Action Time:** 16.01.33.526 **Action Data:** Yes

Comments CSM SANDI X7725 = REVD CASE AND DLR UPDATE = OBC TO DLR TO VERIFY S/M CONVERSATION WITH CUST = S/M VERIFIED NORMAL SOUNDS WHEN ENGINE COOLING AS IN SSM 21501 = OBC TO CUST [redacted] = VERIFIED DLR S/M UPDATE AND CONCERN ADDRESSED = CLOSING CASE = CUST VERY ANNOYED BY SOUND CSM OFFERED GOODWILL GESTURE OF 1 YR MAINTENANCE PLAN CUST FELT BETTER =

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-29-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CONCERN ADDRESSED
Dealer: 03003 BILL BROWNFORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2263 MI **Comm Type:** OTHER
Analyst Name: HARBOUR, RUTH **Analyst:** RHARBOU1
Action Date: 08/01/2011 **Action Time:** 08.10.06.031 **Action Data:** Yes

Comments CSM REC'D RAV APPROVAL = CURRENT STATUS: APPROVED BY RAVHQCASE DETAILS:VIN: 1FAHP3GN2BW[redacted]REQUEST TYPE: ESPAFFILIATION: CUSTOMER RELATIONSHIP CENTER - CCSTPROCESSING DEALER: BILL BROWN FORD INCREVIEWER: RENEE WYNGLASSREVIEWER COMMENTS: ==CLOSING CASE

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

[redacted]

[redacted]

Taylor, Alma (A.)

From: [redacted]
Sent: Thursday, March 17, 2011 2:37 PM
To: Levalds, Deborah K; Taylor, Alma (A.)
Cc: DRU3; Brennan, Lynne E; Rhoads, Caryn L
Subject: RE: Ford PDA - 1FAHP3GN2BW[redacted]
Follow Up Flag: Follow up
Due By: Friday, March 18, 2011 7:00 AM
Flag Status: Red

Hi Deborah,

I spoke to the renter who is still claiming a VD claim, vehicle stalled causing no power steering and no power brakes, but is not claiming any injuries from this loss. I have taken this off [redacted] and will be closing my file. Please have Ford work with Enterprise for their damages.

Thanks Jay

[redacted]

From: Levalds, Deborah K
Sent: Thursday, March 17, 2011 8:35 AM
To: ataylo29@ford.com
Cc: Levasseur, Joseph J
Subject: FW: Ford PDA - 1FAHP3GN2BW[redacted]

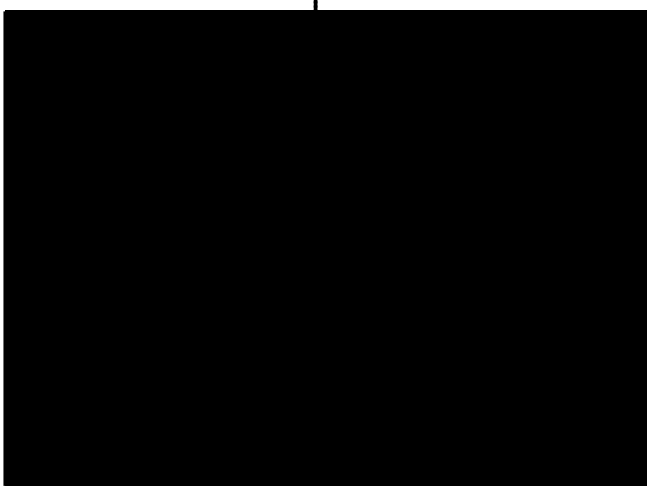
Alma - Thanks for the heads up about the old email address. Deb

---

From: Levalds, Deborah K
Sent: Wednesday, March 16, 2011 4:16 PM
To: 'NAFSLP@FORD.COM'
Cc: [redacted]
Subject: Ford PDA - 1FAHP3GN2BW[redacted]

Alma - Am simply passing along a PDA claim that [redacted] needs to have a case set up for on the off chance you didn't get the first one. [redacted] couldn't get in touch with its contact in your area about setting up a PDA claim so went through the non[redacted] route via my department. Ford can deal with [redacted] directly through phone or email [redacted]

ENTERPRISEHOLDINGS.



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3/29/2011

[redacted]

[redacted]

NR
Erskin

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-781-1012
E-MAIL: ALEX@LEMONLAWINFO.COM

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-216-0365

OFFICE OF THE SECRETARY
PETER J. SHERRY
M
11 DEC 12 P3:46

December 2, 2011

Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

RE: [redacted] v. Ford Motor Company
NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client:	[redacted]
Vehicle:	10 Ford Focus
VIN:	1FAHP3GN2AW[redacted]
Date of purchase:	04/03/10
Our File No.:	LL11-10374

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

DEC 13 2011

OFFICE OF THE
GENERAL COUNSEL

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Electrical;**
3. **No start;**
4. **Vehicle vibration;**
5. **Excessive days out of service.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

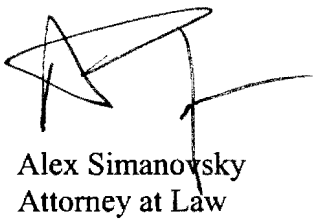
HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

This letter shall serve as notice to Ford Motor Company of its final opportunity to cure the above-referenced defects.

Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC



Alex Simanovsky
Attorney at Law

AS/ld

CC: [redacted]

1101 MONTANO, N.E.
ALBUQUERQUE, NEW MEXICO 87107
MONTANO AT RENAISSANCE
(505) 766-6600 FAX 449-1289
www.nobullbob.com

Attention Kimberley

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
291493	BEN WAYLAND 288963	2743	08/23/10	FOCB516779

[redacted]
ALBUQUERQUE, NM [redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
99.70		3,514	BLUE FLAME	100845

YEAR/MAKE/MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD/FOCUS/4DR SDN SES	04/03/10	53

VEHICLE ID NO.	SELLING DEALER NO.	PRODUCTION DATE
1FAHP3GN2AW[redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		08/23/10

[redacted] BUSINESS PHONE COMMENTS E# 99N [redacted]

[redacted]

THE WORKS
PERFORMED OIL CHANGE AND TIRE ROTATION

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1		FL-910S	FILTER ASY - O		INTERNAL
JOB # 1	5		XO-5W20-DSP	OIL - ENGINE		INTERNAL
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

J# 2 33FOZZQ99P PERFORM QCM MENU TECH(S):931 0.00
PERFORM MULTI-POINT QCM INSPECTION REPORT CARD
PERFORMED QCM INSPECTION

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

J# 3+33FOZZGBK BRAKES OK TECH(S):98 0.00
Added Operation (CARLOSL @ 08/23/2010 10:17)
BRAKE LININGS ARE OK AT THIS TIME
BRAKES GOOD AT THIS TIME
BRAKES GOOD AT THIS TIME

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

J# 4+33FOZZGBATT BATTERY GOOD TECH(S):98 0.00
Added Operation (CARLOSL @ 08/23/2010 10:17)
BATTERY GOOD AT THIS TIME
BATTERY GOOD AT THIS TIME
BATTERY GOOD AT THIS TIME

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 4 TOTAL PARTS		0.00
				JOB # 4 TOTAL LABOR & PARTS		0.00

J# 5+33FOZZGTIRE TIRE(S) OK TECH(S):98 0.00
Added Operation (CARLOSL @ 08/23/2010 10:17)
TIRE TREAD AND WEAR IS OK AT THIS TIME.
TIRES GOOD AT THIS TIME
TIRES GOOD AT THIS TIME

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

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LIMITED EXPRESS WARRANTY. Labor and parts 1 year or 12,000 miles, whichever comes first, hereby limits warranties to same period.

 [CONTINUED ON NEXT PAGE]

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www.nobullbob.com

Attention Kimberly

CUSTOMER NO.	ADVISOR		RO NO.	INVOICE DATE	INVOICE NO.
291493	BEN WAYLAND	288963	2743	08/23/10	FOCB516779

	LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
[redacted]	99.70		3,514	BLUE FLAME	100845

	YEAR/MAKE/MODEL	DELIVERY DATE	DELIVERY MILES
ALBUQUERQUE, NM [redacted]	10/FORD/FOCUS/4DR SDN SES	04/03/10	53

VEHICLE I.D. NO	SELLING DEALER NO.	PRODUCTION DATE
1FAHP3GN2AW [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		08/23/10

	BUSINESS PHONE	COMMENTS	
[redacted]		E# 99N	MO: 3514

OA FREE WORKS

TECHNICIAN CERTIFICATION----------
9R DEFAULT MECHANIC 9999

TOTALS----------

```
*************************************************************************
* NEXT RECOMMENDED SERVICE:                                             *
* 11/22/2010 /   5731 MI 22FOZ          FASTLUBE GASOLINE               *
*************************************************************************

***************THANK YOU FOR YOUR BUSINESS*****************
*  IF YOUR SERVICE WAS NOT "COMPLETELY SATISFIED" WE WANT  *
*  TO HEAR FROM YOU, CALL MATTHEW ANDERSON AT 505-449-1257 *
*   "I WOULD APPRECIATE THE OPPORTUNITY TO MAKE IT RIGHT"  *
*            ALL DAY, EVERY DAY "THE WORKS PACKAGE"        *
*                 STARTING AT $29.95                       *
*                ALL MAKES AND MODELS                      *
*********MON-FRI 8:00AM-6:00PM, SAT 8:00-5:00PM***********
*      PARTS SPECIAL ORDERS HAVE 30 DAYS TO BE INSTALLED   *
*          ASK FOR YOUR ADVANTAGE OWNERS CARD TODAY        *
*  SATURDAYS ARE YOUR QUICKLANE DAYS FOR SPECIAL PRICING   *

*************************************************************
* SERVICE RESERVATION DIRECT LINES ARE 449-1233 & 449-1225 *
************* WE ARE YOUR ONE STOP TIRE STORE! *************
```

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

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LIMITED EXPRESS WARRANTY. Labor and parts 1 year or 12,000 miles, whichever comes first, hereby limits warranties to same period.

CUSTOMER SIGNATURE

AMERICAN BUSINESS IMAGES Inc. (505) 260-1500 BOBTNSIN REV. 7/06

Ford PARTS STORE Motorcraft

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(505) 449-1343

Quick Lane TIRE & AUTO CENTER
1421 BRIDGE AVENUE S.W.
ALBUQUERQUE, NEW MEXICO 87105
(505) 449-1455

Attention Kimberly

CUSTOMER NO. 291493	ADVISOR BEN 236693	TAG NO. 9904	INVOICE DATE 10/20/10	INVOICE NO. FOCS520662
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 5,264	COLOR BLUE FLAME	STOCK NO. 100845
ALBUQUERQUE, NM [redacted]	YEAR / MAKE / MODEL 10/FORD/FOCUS/4DR	SDN SES	DELIVERY DATE 04/03/10	DELIVERY MILES 53
	VEHICLE I.D. NO. 1 F A H [redacted] 1 9		SELLING DEALER NO.	PROD [redacted]
	R.T.S. NO.	P.O. NO.	R.O. DATE 10/14/10	REPRINT# [redacted]
R [redacted]	BUSINESS PHONE	COMMENTS E# 99N		MO: 5264

LABOR & PARTS

J# 1 02F02 LIGHT LINE TECH(S):181 249 WARRANTY

CUSTOMER STATES THERE IS A RATTLE NOISE IN FRONT END WHILE DRIVING, MORE ON INITIAL ACCEL
ROAD TEST.ROAD TEST WITH CHASSIS EARS,NOISE COMING FROM SWAY BAR LINKS.REPLACE PER TSB 10-11-1.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	2	AS4Z-5K484-A	LINK		WARRANTY
JOB # 1	4	~~W715135-S440~~	NUT		WARRANTY
			JOB # 1 TOTAL PARTS		0.00
			JOB # 1 TOTAL LABOR & PARTS		0.00

J# 2 97F07Z99P Perform QCM Insp. TECH(S):249 1 2 0.00

Perform Multi-Point QCM Inspection Report Card

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

COMMENTS
459-9956
RTA 10-20 - EVERYTHING IS WRONG

TECHNICIAN CERTIFICATION

249	JOSEPH THREADGILL	7317
181	ERIC E KENDALL	5759

TOTALS

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

**********THANK YOU FOR YOUR BUSINESS**********
* IF YOUR SERVICE WAS NOT "COMPLETELY SATISFIED" WE WANT *
* TO HEAR FROM YOU, CALL MATTHEW ANDERSON AT 505-449-1257 *
* "I WOULD APPRECIATE THE OPPORTUNITY TO MAKE IT RIGHT" *
* www.bobturnersford.com *
* EMAIL US TODAY SO YOU CAN TAKE ADVANTAGE OF OUR *
* SPECIALS FOR SALES, PARTS AND SERVICE *
**********MON-FRI 8:00AM-6:00PM, SAT 8:00-5:00PM**********
* PARTS SPECIAL ORDERS HAVE 30 DAYS TO BE INSTALLED *
* ASK FOR YOUR ADVANTAGE OWNERS CARD TODAY *
* SATURDAYS ARE YOUR QUICKLANE DAYS FOR SPECIAL PRICING *
**********BE OUR FRIEND ON FACEBOOK**********
****
* SERVICE RESERVATION DIRECT LINES ARE 449-1233 & 449-1225 *
********** WE ARE YOUR ONE STOP TIRE STORE! **********

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

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LIMITED EXPRESS WARRANTY. Labor and parts 1 year or 12,000 miles, whichever comes first, hereby limits warranties to same period.

The Reynolds and Reynolds Company ERA/ATHENA 07703099 Q (06/11)

Ford PARTS STORE Motorcraft

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ALBUQUERQUE, NEW MEXICO 87105
(505) 449-1455

Arlen & Kem 5/2/10

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
291493	BEN 236693	8320	01/24/11	FOCS527833

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		8,532	BLUE FLAME	100845

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD/FOCUS/4DR SDN SES	04/03/10	53

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F A H P 3 G N 2 A W [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		01/21/11

[redacted] ALBUQUERQUE, NM [redacted]

[redacted] BUSINESS PHONE COMMENTS E# 99N

MO: 8532

LABOR & PARTS

J# 1 05F02 ALIGN TECH(S):98 INTERNAL
CUSTOMER STATES THERE IS A CLICK NOISE IN FRONT END
AT TIMES WHEN DRIVING
COULD NOT DOUPLICATE CONCERN

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

J# 2 02F02 LIGHT LINE TECH(S):98 INTERNAL
CUSTOMER STATES VEHICLE PULLS TO THE RIGHT ON BRAKE APP
COULD NOT DOUPLICATE CONCERN

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

J# 3 97F02Z99P Perform QCM Insp. TECH(S):98 0.00
Perform Multi-Point QCM Inspection Report Card

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

J# 4422F02 FASTLUBE GASOLINE TECH(S):251310 INTERNAL
Added Operation (BEN @ 01/24/2011 09:13)
CUSTOMER REQUESTS FASTLUBE GASOLINE ENGINE.
PERFORM FASTLUBE GASOLINE ENGINE
CHANGED OIL/FILTER. LUBED CHASSIS AS NEEDED, CHECK OR TOPPED
OFF ALL FLUID LEVELS, PERFORMED MULTI-POINT INSPECTION.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 4	1	FL-910-S	FILTER	INTERNAL
JOB # 4	5	XO-5W20-DSP	OIL - ENGINE	INTERNAL
			JOB # 4 TOTAL PARTS	0.00
			JOB # 4 TOTAL LABOR & PARTS	0.00

COMMENTS
459-9956
FREE LOF PER PHIL A CUSTOMER SAT

TECHNICIAN CERTIFICATION
98 DEFAULT MECHANIC 9999

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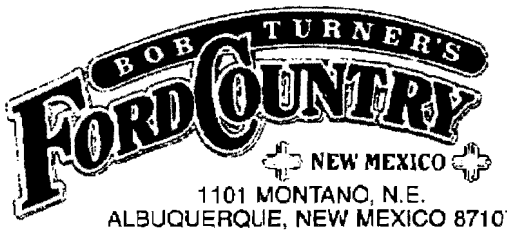
LIMITED EXPRESS WARRANTY. Labor and parts 1 year or 12,000 miles, whichever comes first, hereby limits warranties to same period.

The Reynolds and Reynolds Company ERA-NTIWE CC703394 G (06/11)

 [CONTINUED ON NEXT PAGE]



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ALBUQUERQUE, NEW MEXICO 87105
(505) 449-1455

Attention Kimberly

CUSTOMER NO. 291493	ADVISOR CARLOS LOPEZ 252850	LIC. NO. 9035	INVOICE DATE 07/21/11	INVOICE NO. FOCS539102
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 15,389	COLOR BLUE FLAME	STOCK NO. 100845
ALBUQUERQUE, NM [redacted]	YEAR / MAKE / MODEL 10/FORD/FOCUS/4DR SDN SES		DELIVERY DATE 04/03/10	DELIVERY MILES 53
	VEHICLE I.D. NO. 1 F A H P 3 G N 2 A W [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 06/30/11	REPRINT# 2
RE [redacted]	BUSINESS PHONE	COMMENTS E# 99N		MO: 15394

LABOR & PARTS

J# 1 04FOZ TUNE & EMISSIONS TECH(S):200 0.00
VEHICLE STALLED AND WOULD NOT RESTART HAD TO LET SIT FOR
15 MIN LACKS POWER WANTS TO STALL WHEN DRIVING
IDS HU COULD NOT DUPLICATE ALL IN SPEC

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

J# 2 02FOZ LIGHT LINE TECH(S):98 0.00
CUSTOMER STATES CLICKING NOISE FROM RIGHT FRONT WHEN
TAKING OFF FROM STOP
COULD NOT DUPLICATE

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

J# 3 22FOZWORKS DO NOT USE TECH(S):281673 INTERNAL
THE WORKS PACKAGE SPEC "ALL DAY, EVERY DAY"
CHECK AIR FILTER, CABIN FILTER, BELTS AND HOSES, TOP OFF
FLUIDS.
ROTATE TIRES, CHECK ALL LEVELS AND QCM
PERFORMED OIL CHANGE AND TIRE ROTATION

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3	1	FL-910S	FILTER ASY - O	INTERNAL
JOB # 3	5	XO-5W20-QSP	OIL - ENGINE	INTERNAL
			JOB # 3 TOTAL PARTS	0.00
			JOB # 3 TOTAL LABOR & PARTS	0.00

J# 4 97FOZZ99P Perform QCM Insp. TECH(S):200 0.00
Perform Multi-Point QCM Inspection Report Card

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
			JOB # 4 TOTAL PARTS	0.00
			JOB # 4 TOTAL LABOR & PARTS	0.00

COMMENTS
227-7335

TECHNICIAN CERTIFICATION

200	STEVE D LUJAN	0025
98	DEFAULT MECHANIC	9999

WARRANTY DISCLAIMER Any warranties on the products sold hereby are those made by the manufacturer. The Seller, BOB TURNER'S FORD COUNTRY, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose or delay, and BOB TURNER'S FORD COUNTRY, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. **LIMITED EXPRESS WARRANTY. Labor and parts 1 year or 12,000 miles, whichever comes first, hereby limits warranties to same period.**

The Reynolds and Reynolds Company ERAUTINVE OCT03320 Q (06/11)

 (CONTINUED ON NEXT PAGE)

Ford PARTS STORE

BOB TURNER'S FORD COUNTRY NEW MEXICO
1101 MONTANO, N.E.
ALBUQUERQUE, NEW MEXICO 87107
MONTANO AT RENAISSANCE
(505) 766-6600 FAX 449-1289
www.bobturnersford.com

Quick L... TIRE & AUTO CEN...
1101 MONTANO, N
ALBUQUERQUE, NEW MEX
(505) 449-1343

Quick Lo... TIRE & AUTO CENTER
1421 BRIDGE AVENUE S.W.
ALBUQUERQUE, NEW MEXICO 87105
(505) 449-1455

Attention Kimberly

CUSTOMER NO. 291493	ADV SOR CARLOS LOPEZ 252850	TAG NO. 9056	INVOICE DATE 07/21/11	INVOICE NO. FOCS539392
[redacted]	LABOR RATE / LICENSE NO / MILEAGE 15,516		COLOR BLUE FLAME	STOCK NO. 100845
ALBUQUERQUE, NM [redacted]	YEAR / MAKE / MODEL 10/FORD/FOCUS/4DR SDN SES		DELIVERY DATE 04/03/10	DELIVERY MILES 53
	VEHICLE I.D. NO. 1 F A H P 3 G N 2 A W [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 07/05/11	
[redacted] BUSINESS PHONE	COMMENTS E# 99N			MO: 16058

LABOR & PARTS

J# 1 02F0Z LIGHT LINE TECH(S):249 WARRANTY
CUSTOMER STATES CLICKING NOISE FROM FRONT OF VEHICLE
WHEN TAKING OFF FROM STOP....SEE MATT
NOISEY.
ROADTEST.TORQUE FRT SUSPENSION COMP.CHASSIS EAR HOOK UP ROAD
TEST.REPLACE RF STRUT.ROAD TEST W/MATT OK.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	9S4Z-18124-B	SHOCK ABSORBER		
			JOB # 1 TOTAL PARTS		0.00
			JOB # 1 TOTAL LABOR & PARTS		0.00

J# 2 10F0Z SUBLET REPAIR TECH(S):98 WARRANTY
RENTAL

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

J# 3 97F0ZZ99P Perform QCM Insp. TECH(S):249 0.00
Perform Multi-Point QCM Inspection Report Card

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

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	WARRANTY
JOB # 2	347197		07/21/11	TAPP RENTAL	
				TOTAL - SUBLET	0.00

COMMENTS
227-7335

TECHNICIAN CERTIFICATION

249	JOSEPH THREADGILL	7317
98	DEFAULT MECHANIC	9999

WARRANTY DISCLAIMER Any warranties on the products sold hereby are those made by the manufacturer. The Seller, BOB TURNER'S FORD COUNTRY, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose or delay, and BOB TURNER'S FORD COUNTRY, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.
LIMITED EXPRESS WARRANTY. Labor and parts 1 year or 12,000 miles, whichever comes first, hereby limits warranties to same period.

 [CONTINUED ON NEXT PAGE] 03:28pm

Ford PARTS STORE Motorcraft

BOB TURNER'S FORD COUNTRY NEW MEXICO
1101 MONTANO, N.E.
ALBUQUERQUE, NEW MEXICO 87107
MONTANO AT RENAISSANCE
(505) 766-6800 FAX 449-1289
www.bobturnersford.com

Quick Lane TIRE & AUTO CENTER
1101 MONTANO, N.E.
ALBUQUERQUE, NEW MEXICO 87107
(505) 449-1343

Quick Lane TIRE & AUTO CENTER
1421 BRIDGE AVENUE S.W.
ALBUQUERQUE, NEW MEXICO 87105
(505) 449-1455

Attention Kimberly

CELL: 505-227-7335

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
291493	TERRY WAYLAND 183211	3244		FOCS545761

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		18,789	BLUE FLAME	100845

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD/FOCUS/4DR SDN SES	04/03/10	53

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F A H P 3 G N [redacted]		

F.T.E. NO.	R.O. NO.	R.O. DATE
		09/26/11

[redacted] ALBUQUERQUE, NM [redacted]

BUSINESS PHONE [redacted]

COMMENTS: E# 99N

MO: 18856

LABOR & PARTS

J# 1 05FOZ ALIGN TECH(S):247633 WARRANTY
CHECK FOR NOISE IN LEFT FRONT AREA, CUSTOMER INDICATED SAME NOISE AS BEFORE, WENT FOR TEST DRIVE WITH CUSTOMER BUT NO PR SERVICE DIRECTOR TEST DROVE VEHICLE WITH CUSTOMER AND WAS NOT ABLE TO VERIFY ANY CONCERN. CHECKED FRONT AND REAR SUSPENSION AND WAS NO ABLE TO VERIFY CUSTOMER CONCERN

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 04FOZ TUNE & EMISSIONS TECH(S):247633 WARRANTY
CUSTOMER INDICATED THAT WHEN COLD WILL STALL AFTER START AND OCCASIOANLLY WILL SHAKE WHEN PROBLEM EXISTS. NO LIGHTS CHECKED VEHICLE WITH IDS AND NO CODES PRESENT. STARTED IN AM ON TUESDAY SEPT 27TH. 2011. UNABLE TO VERIFY ANY CONCERN AT THIS TIME. N/C

JOB # 2 TOTAL LABOR & PARTS 0.00

J# 3 03FOZ ELECTRICAL TECH(S):247633 WARRANTY
CHECK LEFT FRONT SEAT BELT OCCASIONALLY WILL CHIME WHEN BUCKLED AND SOMETIMES WONT CHIME WHEN NOT BUCKLED. CHECK SYSTEM NO CODES PRESENT, CHECK BUCKLE ASSY AND SEAT BELT AND NO CONCERNS PRESENT. UNABLE TO VERIFY CUSTOMERS CONCERN. N/C

JOB # 3 TOTAL LABOR & PARTS 0.00

J# 4 02FOZ LIGHT LINE TECH(S):247633 WARRANTY
CHECK VEHICLE SHAKES AT SPEEDS OVER 55 MPH, CAN FEEL IN SEAT CHECKED VEHICLE AND FOUND ALL TIRES AT 45 POUNDS OF AIR. RESET TO FACTORY SPECS AT 35 POUNDS ON EACH TIRE ALL OK NOW.

JOB # 4 TOTAL LABOR & PARTS 0.00

J# 5 03FOZB ELECTRICAL TECH(S):247633 WARRANTY
CHECK SYNC SYSTEM CUSTOMER INDICATED 1 TIME THAT WHILE ON HIWAY DRIVING LATE AT NIGHT SYNC VOICE CAME ON WHEN NONE PUS UNABLE TO VERIFY ANY SYNC ISSUE AT THIS TIME

JOB # 5 TOTAL LABOR & PARTS 0.00

J# 6 97FOZZ99P Perform QCM Insp. TECH(S):247633 INTERNAL
Perform Multi-Point QCM Inspection Report Card
CHECK ALL SYSTEM, FLUIDS, STREERING, TIRES AND FOUND ONLY DUE FOR SERVICE AS PER STICKER IN WINDSHIELD.

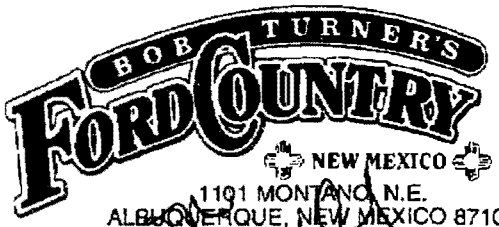
JOB # 6 TOTAL LABOR & PARTS 0.00

COMMENTS
PER TERRY/ IN UCD VEHICLE

WARRANTY DISCLAIMER Any warranties on the products sold hereby are those made by the manufacturer. The Seller, BOB TURNER'S FORD COUNTRY, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose or delay, and BOB TURNER'S FORD COUNTRY, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.
LIMITED EXPRESS WARRANTY. Labor and parts 1 year or 12,000 miles, whichever comes first, hereby limits warranties to same period.

The Reynolds and Reynolds Company ERA/NTAVE 02/2009 © (8/11)

 [CONTINUED ON NEXT PAGE] 12:09pm



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1421 BRIDGE AVENUE S.W.
ALBUQUERQUE, NEW MEXICO 87105
(505) 449-1455

Attorney Kent Cook

CELL: 505-227-7335

CUSTOMER NO. 291493	ADVISOR TERRY WAYLAND 183211	TAG NO. 3244	INVOICE DATE	INVOICE NO. FOCS545761
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 18,789	COLOR BLUE FLAME	STOCK NO. 100845
ALBUQUERQUE, NM [redacted]	YEAR/MAKE/MODEL 10/FORD/FOCUS/4DR SDN SES		DELIVERY DATE 04/03/10	DELIVERY MILES 53
	VEHICLE I.D. NO. 1FAHP3GN2AW[redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 09/26/11	
RE[redacted]	BUSINESS PHONE	COMMENTS E# 99N		MO: 18856

TOTALS

```
***************THANK YOU FOR YOUR BUSINESS*****************
*  IF YOUR SERVICE WAS NOT "COMPLETELY SATISFIED" WE WANT  *
*  TO HEAR FROM YOU, CALL MATTHEW ANDERSON AT 505-449-1257 *
*   "I WOULD APPRECIATE THE OPPORTUNITY TO MAKE IT RIGHT"  *
*              www.bobturnersford.com                      *
*     EMAIL US TODAY SO YOU CAN TAKE ADVANTAGE OF OUR      *
*         SPECIALS FOR SALES, PARTS AND SERVICE            *
*********MON-FRI 8:00AM-6:00PM, SAT 8:00-5:00PM************
*      PARTS SPECIAL ORDERS HAVE 30 DAYS TO BE INSTALLED   *
*            ASK FOR YOUR ADVANTAGE OWNERS CARD TODAY      *
*  SATURDAYS ARE YOUR QUICKLANE DAYS FOR SPECIAL PRICING   *
*****************BE OUR FRIEND ON FACEBOOK******************
************************************************************
* SERVICE RESERVATION DIRECT LINES ARE 449-1233 & 449-1225 *
************* WE ARE YOUR ONE STOP TIRE STORE! *************
```

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**

WARRANTY DISCLAIMER Any warranties on the products sold hereby are those made by the manufacturer. The Seller, BOB TURNER'S FORD COUNTRY, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose or delay, and BOB TURNER'S FORD COUNTRY, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.
LIMITED EXPRESS WARRANTY. Labor and parts 1 year or 12,000 miles, whichever comes first, hereby limits warranties to same period.

********** PRE-INVOICE **********

The Reynolds and Reynolds Company FORMTYPE CG7A339 Q (9811)

STOCK NO. 100905

Attention Kimberly

MOTOR VEHICLE SALES CONTRACT AND PURCHASE MONEY SECURITY AGREEMENT

[redacted]

Seller/Creditor: BOB TURNER'S FORD COUNTRY, INC.
Address: 1101 MONTANO RD NE ALBUQUERQUE NM 87107

This is an agreement for the installment purchase by you of the motor vehicle, ("Vehicle") described below. As used in this Contract, the words "you" and "your" means the buyer or buyers who sign below. The words "we," "us" and "our" refer to the seller whose name and address appear above or to Assignee if it accepts assignment of this Contract. If Assignee notifies you that it has accepted assignment of this Contract, you agree to make all of your payments to Assignee. By signing below, you also agree to all of the terms on both sides of this Contract.

This motor vehicle which you are purchasing is a:

NEW OR USED	YEAR MODEL	MAKE TRADE NAME	NO. CYL.	BODY TYPE	MODEL # OR SERIES	VEHICLE I.D. #
NEW	2010	FORD		4DR SDN SES	T0L05	1FAHP3GN2AW [redacted]

EQUIPMENT:

☐ AM/FM Stereo ☐ Tape ☐ 4 Sp. Trans. ☐ 5 Sp. Trans. ☐ T-Top/Sun ☐ Vinyl Roof ☐ Pwr. Strg. ☐ Auto. Trans. ☐ Air Cond. ☐ Cruise ☐ Pwr. Wind. ☐ Pwr. Seats ☐ Pwr. Doors ☐ Cust. Whls.

Misc. Equipment:

ANNUAL PERCENTAGE RATE	The cost of your credit as a yearly rate. 7.25 %
FINANCE CHARGE	The dollar amount the credit will cost you. $ 6062.75
Amount Financed	The amount of credit provided to you or on your behalf. $ 24235.00
Total of Payments	The amount you will have paid after you have made all payments as scheduled. $ 30297.75
Total Sale Price	The total cost of your purchase on credit including your downpayment of $ 0.00. $ 33297.75

Your payment schedule will be: (Payments are monthly unless otherwise indicated)

Number of Payments	Amount of Payments	When Payments Are Due
75	403.97	MONTHLY BEGINNING 05/15/2010

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life Insurance	N/A	I want credit life insurance only INSURED SIGNATURE
Disability Insurance	N/A	I want disability insurance only INSURED SIGNATURE
Credit Life and Disability	N/A	I want credit life and disability insurance INSURED SIGNATURE
Joint Credit Life Insurance	N/A	We want joint credit life insurance INSURED SIGNATURE INSURED SIGNATURE
Joint Credit Life and Single Disability Insurance	N/A	We want joint credit life and single disability insurance INSURED SIGNATURE INSURED SIGNATURE

Security: You are giving a security interest in the Vehicle being purchased.
Late Charge: If a payment is more than 10 days late, you will be charged $15 or 5% of the payment, whichever is less.
Prepayment: If you pay off early, you will not have to pay a penalty.
See the other portions of this Contract for additional information about non-payment, default, and any required repayment in full before the scheduled date.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (incl. accessories) $ 23677.97 + Sales Tax $ 620.03 = Total Cash Price $ 24298.00 (1)
2. Other Charges Imposed by Seller include:
   *a - Vehicle Service Contract (Term) PORTFOLIO $ 1995.00 (2a)
   b - Dealer's Transfer Service Charge $ 195.00 (2b)
   c - Other (describe) $ 695.00 (2c)
   Total: Other Charges $ 2885.00 (2)
3. Trade Allowance
   Trade-in YR., MAKE AND MODEL $ N/A GROSS ALLOWANCE - $ N/A PAYOFF = $ N/A NET EQUITY (3)
4. Cash Down Payment $ 500.00 (4)
5. Total Down Payment† $ 3060.00 (5)
6. Unpaid balance of cash price / AMOUNT CREDITED TO YOUR ACCOUNT (Sum of items 1 & 2, minus item 5) $ 24235.00 (6)
7. AMOUNTS PAID TO OTHERS ON YOUR BEHALF INCLUDE:
   a - Payments to Public Officials for Official Fees:
   (1) Registration Fees $ 42.00 + (2) Admin. Fees $ 6.00 + (3) Excise Tax $ N/A
   + (4) Transaction Fees $ N/A (5) Postage Fees $ N/A (6) Trailer Insp. Fees $ N/A
   + (7) Gross Receipts Tax $ N/A + (8) Other (describe) $ N/A
   Total $ 48.00 (7a)
   *b - Payments to Insurance Companies for Insurance Premiums:
   (1) Credit Insurance Premiums $ N/A + (2) Property Insurance Premiums $ N/A
   Total $ N/A
   *c - Payments to for $ N/A
   d - Balance Due on Trade (Negative Equity) $ N/A
   Total Amount Paid to Others $ 48.00 (7)
8. Amount Financed — Amount of credit you will get (Item 6 plus Item 7) $ 24235.00 (8)

† If net equity plus cash down is negative, item 7d shows excess.

* Dealer may retain a portion of these

Promise to Pay: By signing below, you promise to pay us the Amount Financed, together with interest calculated thereon at the Annual Percentage Rate. You agree to make your payments to us as set forth in the Payment Schedule shown above. Please note, however, that your final payment may change, depending upon your payment habits. We will apply each payment first to accrued interest and then to reduce your principal balance. This means your finance charge will be less when you pay early and more if you pay late. Any necessary adjustments in your total finance charge will be reflected in your final payment, for which we will send you a bill approximately 10 days before it is due. If a payment is more than 10 days late, you promise to pay us a late charge of $15 or 5% of the payment, whichever is less.
SECURITY INTEREST: YOU GRANT US A SECURITY INTEREST IN THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT TO SECURE ALL OF YOUR PAYMENT AND PERFORMANCE OBLIGATIONS TO US UNDER THIS CONTRACT. OUR SECURITY INTEREST ALSO COVERS (1) ACCESSORIES AND EQUIPMENT NOW OR HEREAFTER ATTACHED TO THE MOTOR VEHICLE, (2) REFUNDS FOR UNPAID

[redacted]

[redacted]

CT Corporation

Service of Process Transmittal

08/19/2011
CT Log Number 519026020

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

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], etc., Pltf. vs. Ford Motor Company, etc., et al., Dfts.
DOCUMENT(S) SERVED:	Summons, Notice, Attachment(s), Stipulation Form(s), Cover Sheet, Instructions, Addendum and Statement, Complaint, Exhibit(s)
COURT/AGENCY:	Los Angeles County - Superior Court - Hill Street, CA Case # BC466638
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Manufacturing Defect - 2010 Ford Focus, VIN #: 1FAHP3FN1A[redacted] - Defendant failed to repair defects
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 08/19/2011 at 12:25
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service
ATTORNEY(S) / SENDER(S):	Harry S. Kaloustian Kaloustian & Associates 21243 Ventura Blvd. Ste. 115 Woodland Hills, CA 91364 818-594-0739
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 797433354746 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	C T Corporation System
PER:	Nancy Flores
ADDRESS:	818 West Seventh Street Los Angeles, CA 90017
TELEPHONE:	213-337-4615

OGC LIT 2011AUG23 PM3:12

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

8/19
12:25pm

SUMMONS
(CITACION JUDICIAL)

SUM-100

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

CONFORMED COPY OF ORIGINAL FILED
Los Angeles Superior Court

AUG 01 2011

John A. Clarke, Executive Officer/Clerk
By [signature], Deputy
A.E. LaFLEUR-CLAYTON

NOTICE TO DEFENDANT: FORD MOTOR COMPANY, a Delaware
(AVISO AL DEMANDADO): Corporation; SUNRISE FORD, a California Corporation; and DOES 1 to 25, inclusive,

YOU ARE BEING SUED BY PLAINTIFF: ARSEN GHARIBYAN, an
(LO ESTÁ DEMANDANDO EL DEMANDANTE): individual;

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

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), 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*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a* continuación

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (*www.sucorte.ca.gov*), 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*), en el Centro de Ayuda de las Cortes de California, (*www.sucorte.ca.gov*) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is:
(El nombre y dirección de la corte es):
Los Angeles Superior Court
111 N. Hill Street
111 N. Hill Street
Los Angeles, 90012

CASE NUMBER:
(Número del Caso):
BC466638

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):
Harry S. Kaloustian (SBN 219679) (818) 594-0739 (818) 594-0852 Fax
KALOUSTIAN & ASSOCIATES
21243 Ventura Blvd., Ste. 115
Woodland Hills, CA 91364

DATE: JOHN A. CLARKE, CLERK Clerk, by _____, Deputy
(Fecha) *(Secretario)* AMBER LaFLEUR-CLAYTON *(Adjunto)*

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

[SEAL]
AUG 01 2011

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):*

under: ___ CCP 416.10 (corporation) ___ CCP 416.60 (minor)
___ CCP 416.20 (defunct corporation) ___ CCP 416.70 (conservatee)
___ CCP 416.40 (association or partnership) ___ CCP 416.90 (authorized person)
___ other *(specify):*

4. ✓ by personal delivery on *(date):*

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE

Case Number BC466638

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.3(c)). There is additional information on the reverse side of this

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

***Class Actions**

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

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

By _____, Deputy Clerk

RULES FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

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

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

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

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

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at **www.lasuperiorcourt.org** (click on ADR).

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

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

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

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

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

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

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

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

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

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

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

Cases for Which Neutral Evaluation May Not Be Appropriate
Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

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

LOS ANGELES SUPERIOR COURT ADR PROGRAMS

CIVIL:

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

FAMILY LAW (non-custody):

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

PROBATE:

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

NEUTRAL SELECTION

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

COURT ADR PANELS

Party Select Panel The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged $150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.

Random Select Panel The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select Panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.

Private Neutral The market rate for private neutrals can range from $300-$1,000 per hour.

ADR ASSISTANCE

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

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX
Antonovich	42011 4th St. West	None	Lancaster, CA 93534	(661)974-7275	(661)974-7060
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818)576-8565	(818)576-8687
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	(310)603-3072	(310)223-0337
Glendale	600 E. Broadway	273	Glendale, CA 91206	(818)500-3160	(818)548-5470
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	(562)491-6272	(562)437-3802
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562)807-7243	(562)462-9019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626)356-5685	(626)666-1774
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	(909)620-3183	(909)629-6283
San Pedro	505 S. Centre	209	San Pedro, CA 90731	(310)519-6151	(310)514-0314
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	(310)260-1829	(310)319-6130
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	(213)974-5425	(213)633-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310)222-1701	(310)782-7326
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818)374-2337	(818)902-2440

Partially Funded by the Los Angeles County Dispute Resolution Program

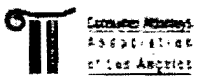
A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

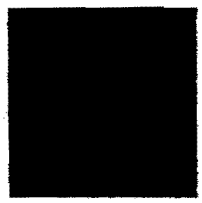
Superior Court of California
County of Los Angeles

Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel

Association of
Business Trial Lawyers

California Employment
Lawyers Association

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

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

◆Los Angeles County Bar Association Litigation Section◆

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

◆Consumer Attorneys Association of Los Angeles◆

◆Southern California Defense Counsel◆

◆Association of Business Trial Lawyers◆

◆California Employment Lawyers Association◆

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

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

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

PE13-003 000700LCPV

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at ***www.lasuperiorcourt.org*** under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

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

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

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

    a. The party requesting the Informal Discovery Conference will:

        i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

        ii. Include a brief summary of the dispute and specify the relief requested; and

        iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

    b. Any Answer to a Request for Informal Discovery Conference must:

        i. Also be filed on the approved form (copy attached);

        ii. Include a brief summary of why the requested relief should be denied;

PE13-003 000702LCPV

iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

   It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

The following parties stipulate:

Date:

(TYPE OR PRINT NAME) ➢ (ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME) ➢ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➢ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➢ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➢ (ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME) ➢ (ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME) ➢ (ATTORNEY FOR _____)

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

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

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

PE13-003 000705LCPV

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

_____
JUDICIAL OFFICER

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

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

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Harry S. Kaloustian (SBN 219679)
KALOUSTIAN & ASSOCIATES
21243 Ventura Blvd., Ste. 115
Woodland Hills, CA 91364

TELEPHONE NO.: (818) 594-0739 FAX NO.: (818) 594-0852
ATTORNEY FOR (Name): Plaintiff Arsen Gharibyan

FOR COURT USE ONLY
CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court
AUG 01 2011
John A. Clarke, Executive Officer/Clerk
By [signature], Deputy
A.E. LaFLEUR-CLAYTON

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS: 111 N. Hill Street
CITY AND ZIP CODE: Los Angeles, 90012
BRANCH NAME: Central District

CASE NAME: Gharibyan v. Ford Motor Company

CASE NUMBER: BC466638
JUDGE:
DEPT:

CIVIL CASE COVER SHEET
X Unlimited (Amount demanded exceeds $25,000)
___ Limited (Amount demanded is $25,000 or less)

Complex Case Designation
___ Counter ___ Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

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

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 (16)
___ Intellectual property (19)
___ Professional negligence (25)
___ Other non-PI/PD/WD tort (35)

Employment
___ Wrongful termination (36)
___ Other employment (15)

Contract
X Breach of contract/warranty (06)
___ Rule 3.740 collections (09)
___ Other 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 3.400-3.403)
___ 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 X is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ___ Large number of separately represented parties
   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 postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. X monetary b. ___ nonmonetary; declaratory or injunctive relief c. X punitive
4. Number of causes of action *(specify)*: Four (4)
5. This case ___ is X is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: 7/29/2011
Harry S. Kaloustian (SBN 219679)
(TYPE OR PRINT NAME) ▶ [signature] (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

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

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Legal Solutions Plus

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10

INSTRUC ONS ON HOW TO COMPLETE THE COV SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case—Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief from Late Claim
  - Other Civil Petition

SHORT TITLE: Gharibyan v. Ford Motor Company	CASE NUMBER BC466638

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

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? X YES CLASS ACTION? ___ YES LIMITED CASE? ___ YES TIME ESTIMATED FOR TRIAL 4 HOURS/ X DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check **one** Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

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

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto Tort	Auto (22)	___ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	___ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	___ A6070 Asbestos Property Damage ___ A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	___ A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	___ A7210 Medical Malpractice - Physicians & Surgeons ___ A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	___ A7250 Premises Liability (e.g., slip and fall) ___ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ___ A7270 Intentional Infliction of Emotional Distress ___ A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE: Gharibyan v. Ford Motor Company	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	___ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	___ A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	___ A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	___ A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	___ A6017 Legal Malpractice ___ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	___ A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Employment	Wrongful Termination (36)	___ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	___ A6024 Other Employment Complaint Case ___ A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	___ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ___ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ___ A6019 Negligent Breach of Contract/Warranty (no fraud) X A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	___ A6002 Collections Case-Seller Plaintiff ___ A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	___ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	___ A6009 Contractual Fraud ___ A6031 Tortious Interference ___ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	___ A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	___ A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	___ A6018 Mortgage Foreclosure ___ A6032 Quiet Title ___ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	___ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	___ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	___ A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	___ A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Gharibyan v. Ford Motor Company	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	____ A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	____ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	____ A6151 Writ - Administrative Mandamus ____ A6152 Writ - Mandamus on Limited Court Case Matter ____ A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	____ A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	____ A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	____ A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	____ A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	____ A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	____ A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	____ A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	____ A6141 Sister State Judgment ____ A6160 Abstract of Judgment ____ A6107 Confession of Judgment (non-domestic relations) ____ A6140 Administrative Agency Award (not unpaid taxes) ____ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ____ A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	____ A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	____ A6030 Declaratory Relief Only ____ A6040 Injunctive Relief Only (not domestic/harassment) ____ A6011 Other Commercial Complaint Case (non-tort/non-complex) ____ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance (21)	____ A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	____ A6121 Civil Harassment ____ A6123 Workplace Harassment ____ A6124 Elder/Dependent Adult Abuse Case ____ A6190 Election Contest ____ A6110 Petition for Change of Name ____ A6170 Petition for Relief from Late Claim Law ____ A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Gharibyan v. Ford Motor Company	CASE NUMBER

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

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.	ADDRESS: 5530 Lankershim Blvd.
___1. x 2. ___3. ___4. ___5. ___6. ___7. ___8. ___9. ___10.	

CITY:	STATE:	ZIP CODE:
North Hollywood	CA	91601

Item IV. *Declaration of Assignment*: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 7/29/2011

(SIGNATURE OF ATTORNEY/FILING PARTY)
Harry S. Kaloustian (SBN 219679)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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Attorneys for Plaintiff ARSEN GHARIBYAN

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

AUG 01 2011

John A. Clarke, Executive Officer/Clerk
By A.E. LaFLEUR-CLAYTON, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ARSEN GHARIBYAN, an individual; Plaintiff. vs. FORD MOTOR COMPANY, a Delaware Corporation; SUNRISE FORD, a California Corporation; and DOES 1 to 25, inclusive, Defendants.	Case No.: BC466638 **COMPLAINT FOR DAMAGES:** 1. BREACH OF EXPRESS WARRANTY OBLIGATIONS UNDER THE SONG BEVERLY WARRANTY ACT; 2. BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE SONG-BEVERLY WARRANTY ACT; 3. BREACH OF EXPRESS WARRANTY UNDER THE MAGNUSON-MOSS WARRANTY ACT; 4. BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE MAGNUSON-MOSS WARRANTY ACT. **JURY TRIAL DEMANDED** **UNLIMITED JURISDICTION** **(Amount demanded exceeds $25,000)**

PE13-003 000714LCPV

PLAINTIFF ARSEN GHARIBYAN hereby alleges and complains as follows:

GENERAL ALLEGATION COMMON TO ALL CAUSES OF ACTION

1. Plaintiff is an individual, residing in the County of Los Angeles, State of California.

2. Defendant, Ford Motor Company (hereinafter referred to as "manufacturer"), is a Delaware corporation doing business in the County of Los Angeles, State of California, and, at all times relevant herein. was/is engaged in the manufacturer sale, distribution, and/or importing of FORD motor vehicles and related equipment.

3. Defendant, Sunrise Ford (hereinafter referred to as "Seller"), is a California corporation doing business in the County of Los Angeles, State of California, and, at all times relevant herein, a Manufacturer-authorized agent engaged in the business of selling/leasing and servicing and repairing Manufacturer's vehicles.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants, Does 1 through 20, inclusive, are unknown to Plaintiff who therefore sues these Defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to set forth their true names and capacities when they have ascertained them. Further, Plaintiff is informed and believes, and thereon alleges, that each of the Defendants designated herein as a "Doe" is responsible in some manner for the events and happenings herein referred to and caused injury and damage to Plaintiff as herein alleged.

5. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants, and each of them, were the agents, servants, and/or employees of each of thief Co-Defendants. Plaintiff is informed and believes, and thereon alleges, that in doing the things hereinafter alleged Defendants, and each of them, were acting in the course and scope of their employment as such agents, servants, and/or employees, and with the permission, consent, knowledge, and/or ratification of their Co-Defendants, principals, and/or employers.

6. Before September 8, 2010, defendants Manufacturer and Does 1 through 20 inclusive, manufactured and/or distributed into the stream of commerce a new 2010 Ford Focus, VIN **1FAHP3FN1AW280213** (hereafter referred to as the "Vehicle" for its eventual sale/purchase in the state of California.

7. On or about September 8, 2010 Plaintiff purchased, for personal, family, and/or household purposes, the subject Vehicle from the Seller for a total consideration of $22,630.80. A true and correct copy of the Purchase Agreement is attached hereto as **Exhibit "A"** and incorporated herein by this reference.

8. The subject Vehicle was/is a "new motor vehicle" under the Song-Beverly Warranty Act.

9. Along with the purchase of the Vehicle, Plaintiff received written warranties and other express and implied warranties including, but not limited to, warranties from Manufacturer and Seller that the vehicle and its components would be free form all defects in material and workmanship; that the Vehicle would pass without objection in the trade under the contract description; that the Vehicle would be fit for the ordinary purpose for which it was intended; that the Vehicle would conform to the promises and affirmations of fact made, that Defendants, adjustments, and/or replacements of any parts necessary to ensure that the Vehicle was free from any defects in material and workmanship, that Defendants, and each of them., would maintain the utility of the Vehicle for three years or 36,000 miles and would conform the Vehicle to the applicable express warranties.

10. Plaintiff has duly preformed all the conditions on Plaintiff's part under the purchase agreement and under the express and implied warranties given to Plaintiff, except insofar as the acts and/or omissions of the Defendants, and each of them, as alleged herein, prevented and/or excused such performance.

11. Plaintiff has delivered the Vehicle to the Manufacturer's authorized service and repair facilities, agents and/or dealers, including Seller, on at least four (4) separate occasions resulting in the Vehicle being out of service by reason of repair of nonconformities for over seven (7) days. True and correct copies of the Repair Orders are attached hereto as **Exhibit "B"** and incorporated herein by this reference.

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///

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PE13-003 000716LCPV

12. By way of example, and not by way of limitation, the defects, malfunctions, misadjustments, and/or nonconformities with Plaintiff's Vehicle include the following:

DATE	DAYS	MILEAGE	ORDER#	COMPLAINT
2/25/2011	1	1,148	FOCS771110	Vehicle Won't Start.
3/9/2011	1	1,618	352344	Check Engine light Is On.
4/21/2011	1	2,970	354556	Check Engine Light Is On. Engine Hesitation.
5/20/2011 - 5/23/2011	4	4,871	356074	Check Engine Light On/Engine Stalls.

13. Each time Plaintiff delivered the nonconforming Vehicle to a Manufacturer-authorized service and repair facility, Plaintiff notified Defendants, and each of them, of the defects. malfunctions, misadjustments, and/or nonconformities existent with the Vehicle and demanded that Manufacturer or its representative's repair, adjust, and/or replace any necessary parts to conform the Vehicle to the applicable warranties.

14. Each time Plaintiff delivered the nonconforming Vehicle to a Manufacturer-authorized service and repair facility, Defendants, and each of them, represented to Plaintiff that they could and would conform the Vehicle to the applicable warranties, that in fact they did conform the Vehicle to the applicable warranties, that in fact they did conform the Vehicle to said warranties, and that all the defects, malfunctions, misadjustments, and/or nonconformities have been repaired; however, Manufacturer or its representatives failed to conform the Vehicle to the applicable warranties because said defects, malfunctions, misadjustments, and/or nonconformities continue to exist even after a reasonable number of attempts to repair was given.

15. The amount in controversy exceeds TWENTY THOUSAND DOLLARS ($20,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants, together with equitable relief. In addition, Plaintiff seeks damages from Defendants, and each of them, for incidental, consequential, exemplary, and actual damages including interest. costs, and actual attorneys' fees.

FIRST CAUSE OFACTION

(Breach of Implied Warranty of Merchantability under Song-Beverly Warranty Act – Against All Defendants)

16. Plaintiff realleges each and every paragraph (1-15) and incorporates them by this reference as though fully set forth herein.

17. The distribution and sale of the Vehicle was accompanied by the Manufacturer and Seller's implied warranty that the Vehicle was merchantable.

18. Furthermore, Defendants, and each of them, impliedly warranted, inter alia, that the Vehicle would pass without objection in the trade under the ordinary purpose for which it was intended; that the Vehicle was adequately assembled; and/or that the Vehicle conformed to the promises or affirmation of fact made to Plaintiff.

19. As evidenced by the defects, malfunctions, misadjustments, and/or nonconformities alleged herein, the Vehicle was not merchantable because it did not have the quality that a buyer would reasonably expect, because it could not pass without objection in the trade under the contract description; because it was not fit for the ordinary purposes for which it was intended; because it was not adequately assembled; and/or because it did not or could not be conformed to the promises or affirmations of fact made to Plaintiff.

20. Upon discovery of the Vehicle's nonconformities, Plaintiff took reasonable steps to notify Defendants, and each of them, within a reasonable time that the Vehicle did not have the quality that a buyer would reasonably expect and, further, justifiably revoked acceptance of the nonconforming Vehicle.

21. Plaintiff hereby notifies the Manufacturer and Seller of their breach and justifiably revokes acceptance of the nonconforming Vehicle under the Commercial Code sections 2607 and 2608. Plaintiff further demands that the Manufacturer and Seller cancel the sale, take back the nonconforming Vehicle, refund all the money expended, pay the difference between the value of the Vehicle as accepted and the value the Vehicle would have had if it had been as warranted, and/or pay damages under the Commercial Code sections 2711, 2714, and 2715.

22. Plaintiff has made several requests and hereby makes a further demand upon Manufacturer for replacement or restitution pursuant to Song-Beverly. Defendants, and each of them, have intentionally failed and refused to make restitution or replacement pursuant to Song-Beverly.

23. As a result of the acts and/or omissions of the Defendants, and each of them, Plaintiff has sustained damage in the amount actually paid or payable under the contract, plus prejudgment interest thereon at the legal rate. Plaintiff will seek leave to amend this Complaint to set forth the exact amount thereof when that amount is ascertained.

24. As a further result of the actions of Defendants, and each of them, Plaintiff has sustained incidental and consequential damages in an amount yet to be determined, plus interest thereon at the legal rate. Plaintiff will seek leave to amend this Complaint to set forth the exact amount of incidental damages when that amount is ascertained.

25. As a further result of the actions of Defendants, and each of them, Plaintiff has sustained damages equal to the difference between the value of the Vehicle as accepted and the value the Vehicle would have had if it had been as warranted.

26. As a direct result of the acts and/or omissions of Defendants, and each of them, and in pursuing Plaintiff's claim, it was necessary for Plaintiff to retain legal counsel. Pursuant to Song-Beverly, Plaintiff, in addition to her other remedies, is entitled to the recovery of her attorney's fees based upon actual time expended and reasonably incurred, in connection with the commencement and prosecution of this action.

SECOND CAUSE OF ACTION

(Breach of Express Warranty under Song-Beverly Warranty Act - Against All Defendants)

27. Plaintiff realleges each and every paragraph (1-26) and incorporates them by this reference as though fully set forth herein.

28. The Vehicle had defects, malfunctions, misadjustments and/or nonconformities covered by the warranty that substantially impaired its value, use, or safety to Plaintiff.

29. Plaintiff delivered the Vehicle to Manufacturer or its authorized repair facility for repair.

30. Defendants, and each of them, failed to service or repair the Vehicle to match the written warranty after a reasonable number of opportunities to do so.

31. The acts and/or omissions of Defendants, and each of them, in failing to perform the proper repairs, part replacement, and/or adjustment, to conform the Vehicle to the applicable express warranty constitute a breach of the express warranties that the Manufacturer provided to Plaintiff, thereby breaching Defendants' obligation under Song-Beverly.

32. Defendants, and each of them, failed to perfume the necessary repairs and/or service in good and workmanlike manner. The actions taken by Defendants, and each of them, where insufficient to make the Subject Vehicle conform to the express warranties and/or proper operational characteristics of like Vehicles, all in violation of the Defendants' obligations under Song-Beverly.

33. Plaintiff has given written notice to Defendants that the Manufacturer or its representatives in this state is unable to service or repair the subject vehicle to conform to the applicable express warranties after a reasonable number of attempts, and further requested that the Manufacturer comply with paragraph (2) of the subdivision (d) of Section 1793.2 on or about May 24, 2011. Defendants and each of them, knowing their obligations under Song-Beverly, and despite Plaintiff's demand, failed and refused to make restitution or replacement according to the mandates of Song-Beverly. Such failure of Defendants, and each of them, to refund the price paid and payable or to replace the Vehicle was deemed intentional and justifies an award of a Civil Penalty in an amount not exceed two times Plaintiff's actual damages.

34. As a result of the act and/or omission of Defendants and each of them, and pursuant to the provisions of the Song-Beverly, Plaintiff is entitled to replacement of the Vehicle or restitution of the amount actually paid or payable under the contract, at Plaintiff's election, plus prejudgment interest thereon at the legal rate. Plaintiff will seek leave of Court to amend this Complaint to set forth the exact amount restitution and interest, upon election, when that amount has been ascertained.

35. Additionally, as a result of the acts and/or omission of Defendants, and each of them, and pursuant to Song-Beverly, Plaintiff has sustained and is entitled to consequential and incidental damages in amounts yet to be determined, plus interest thereon at the legal rate. Plaintiff will seek leave of the court to amend this complaint to set forth the exact amount of consequential and or incidental damages, when those amounts have been ascertained.

36. As a direct result of the acts and/or omission of the Defendants and each of them and in pursuing Plaintiff's claim, it was necessary for Plaintiff to retain legal counsel. Pursuant to Song-Beverly, Plaintiff, in addition to other remedies, are entitled to the recovery of their attorneys' fees based upon actual time expended and reasonably incurred, in connection with the commencement and prosecution of this action.

THIRD CAUSE OF ACTION

(Breach of Written Warranty under Magnuson-Moss Warranty Act - Against All Defendants)

37. Plaintiff realleges each and every paragraph (1-36) and incorporates them by reference as though fully set forth herein.

38. Plaintiff is a "Consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301 (3).

39. The Seller is a "Supplier" and "Warrantor" as defined by the Warranty Act, 15 USC 2301 (4), (5).

40. The Manufacturer is a "Supplier" and "Warrantor" as defined by the Warranty Act, 15USC 2301(4), (5).

41. The Vehicle is a "Consumer Product" as defined in the Warranty Act, 15 USC 2301 (1).

42. The Vehicle was manufactured and purchased after July 4, 1975.

43. The express warranty given by the Manufacturer pertaining to the Vehicle is a "Written Warranty" as defined in the Warranty Act,15 USC 2301 (6).

44. The Seller is an authorized dealership/agent of the manufacturer designed to perform repairs on Vehicles under Manufacturer's warranties.

45. The above-describe actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty constitute the breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310 (d) (1), (2).

46. As a direct result of the Manufacturer and/or Seller's acts and/or omissions, Plaintiff has suffered damages as set forth herein. Therefore, Plaintiff is entitled to a judgment and the following relief against all Defendants: (1) A declaration that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance; (2) A refund of the purchase payments paid by Plaintiff for the Vehicle; (3) Cancellation of Plaintiff's retail installment contract and payment in full of the balance of same; (4) Consequential, incidental, and actual damages to be proved at trial; (5) Costs and expenses including actual attorneys' fees reasonably incurred; (6) Prejudgment interest at the legal rate; and (7) Such other relief the Court deems appropriate.

FOURTH CAUSE OF ACTION

(Breach of Implied Warranty under Magnuson-Moss Warranty Act – Against All Defendants)

47. Plaintiff realleges each and every paragraph (1-46) and incorporates them by this reference as though fully set forth herein.

48. The above-described actions on the part of the Seller constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301 (7), 2308, 2310 (d) (1), (2).

49. As a direct result of the Seller's acts and/or omissions, Plaintiff has suffered damages as set forth herein. Therefore, Plaintiff is entitled to judgment against all Defendants declaring acceptance have been properly revoked by Plaintiff and for damages incurred in revoking acceptance, for a refund of the purchase payments paid by Plaintiff for the Vehicle, for

cancellation of Plaintiff's retail installment contract and for payment in full by Defendants and all of them on the balance of the installment contract, for consequential, incidental, and actual damages, for costs, prejudgment interest at the legal rate, for actual attorney's fees reasonably incurred, and such other relief the Court deems appropriate.

WHEREFORE. Plaintiff prays for judgment against all Defendants, and each of them, as follows:

A. For replacement or restitution, at Plaintiff's election, according to proof;

B. For incidental damages, according to proof;

C. For consequential damages, according to proof;

D. For a civil penalty as provided in Song-Beverly, in as amount not to exceed two times the amount of Plaintiff's actual damages;

E. For actual attorney's fees, reasonably incurred;

F. For costs or suit and expenses, according to proof;

G. For the difference between the value of the Vehicle as accepted and the value the Vehicle would have had if it had been as warranted;

H. For remedies provided in Chapter 6 and 7 of Division 2 of the Commercial Code;

I. For pre-judgment interest at the legal rate;

J. For a jury trial;

K. Such other relief the Court deems appropriate.

DATED: 07/29/2011

KALOUSTIAN & ASSOCIATES

By: Harry Kaloustian, Attorneys for Plaintiff ARSEN GHARIBYAN

PE13-003 000723LCPV

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE

Dealer Number [illegible] Contract Number 348087 R.O.S. Number 25006735 Stock Number M02230
[illegible] 09/08/2010 CONTROL # M02230 Salesperson: IAN COHI

Buyer Name and Address	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[redacted]		SUNRISE FORD 5500 LANKERSHIM BLVD NORTH HOLLYWOOD, CA 91601

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
[illegible]	2010	FORD [illegible]	25	1FAHP3FN1A[redacted]	☒ personal, family or household ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 3000.00
[illegible] %	$ [illegible] (e)	$ 17717.00	$ 19630.80 (e)	$ 22630.80 (e) is

(e) means an estimate

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
[illegible] Payments	327.18	Monthly, Beginning 10/23/2010
[illegible] Payments	N/A	Monthly, Beginning N/A
One Final Payment	327.18	09/23/2015

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. **Total Cash Price** $ 18461.17 (A)
   - A. Cash Price of Motor Vehicle and Accessories
     - 1. Cash Price Vehicle $ 18461.17
     - 2. Cash Price Accessories $ N/A
     - 3. Other (Nontaxable)
       - Describe N/A $ N/A
       - Describe N/A $ N/A
   - B. Document Preparation Fee (not a governmental fee) $ 85.00 (B)
   - C. Smog Fee Paid to Seller $ N/A (C)
   - D. (Optional) Theft Deterrent Device (to whom paid) TOU-DERS $ 100.00 (D)
   - E. (Optional) Theft Deterrent Device (to whom paid) $ N/A (E)
   - F. (Optional) Theft Deterrent Device (to whom paid) $ N/A (F)
   - G. (Optional) Surface Protection Product (to whom paid) $ N/A (G)
   - H. (Optional) Surface Protection Product (to whom paid) $ N/A (H)
   - I. Sales Tax (on taxable items in A through H) $ 1615.08 (I)
   - J. Optional DMV Electronic Filing Fee $ 29.00 (J)
   - K. (Optional) Service Contract (to whom paid) N/A $ N/A (K)
   - L. (Optional) Service Contract (to whom paid) N/A $ N/A (L)
   - M. (Optional) Service Contract (to whom paid) N/A $ N/A (M)
   - N. (Optional) Service Contract (to whom paid) N/A $ N/A (N)
   - O. (Optional) Service Contract (to whom paid) N/A $ N/A (O)
   - P. Prior Credit or Lease Balance paid by Seller to N/A $ N/A (P)
     (see downpayment and trade-in calculation)
   - Q. (Optional) Gap Contract (to whom paid) N/A $ N/A (Q)
   - R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (R)
   - S. Other (to whom paid) N/A $ N/A (S)

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 are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

		Term	Premium
$ N/A	Ded. Comp., Fire & Theft	N/A Mos.	$ N/A
$ N/A	Ded. Collision	N/A Mos.	$ N/A
Bodily Injury	$ N/A Limits	N/A Mos.	$ N/A
Property Damage	$ N/A Limits	N/A Mos.	$ N/A
Medical	N/A	N/A Mos.	$ N/A
	N/A	N/A Mos.	$ N/A
Total Vehicle Insurance Premiums			$ N/A (a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X [redacted]
Co-Buyer X
Seller X

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.		$ N/A
Credit Disability	N/A Mos.		$ N/A
Total Credit Insurance Premiums			$ N/A (b)

Insurance Company Name N/A

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for

Itemization of the Amount Financed (Select any keep part of the amounts paid to others.)

1. **Total Cash Price** $ 15461.17 (A)
   A. Cash Price of Motor Vehicle and Accessories $ 15461.17
      1. Cash Price Vehicle
      2. Cash Price Accessories $ N/A
      3. Other (Nontaxable)
         Describe N/A $ N/A
         Describe N/A $ N/A
   B. Document Preparation Fee (not a governmental fee) $ 55.00 (B)
   C. Smog Fee Paid to Seller $ N/A (C)
   D. (Optional) Theft Deterrent Device (to whom paid) $ 100.00 (D)
   E. (Optional) Theft Deterrent Device (to whom paid) $ N/A (E)
   F. (Optional) Theft Deterrent Device (to whom paid) $ N/A (F)
   G. (Optional) Surface Protection Product (to whom paid) $ N/A (G)
   H. (Optional) Surface Protection Product (to whom paid) $ N/A (H)
   I. Sales Tax (on taxable items in A through H) $ 1213.06 (I)
   J. Optional DMV Electronic Filing Fee $ 28.00 (J)
   K. (Optional) Service Contract (to whom paid) N/A $ N/A (K)
   L. (Optional) Service Contract (to whom paid) N/A $ N/A (L)
   M. (Optional) Service Contract (to whom paid) N/A $ N/A (M)
   N. (Optional) Service Contract (to whom paid) N/A $ N/A (N)
   O. (Optional) Service Contract (to whom paid) N/A $ N/A (O)
   P. Prior Credit or Lease Balance paid by Seller to N/A $ N/A (P)
      (see downpayment and trade-in calculation)
   Q. (Optional) Gap Contract (to whom paid) N/A $ N/A (Q)
   R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (R)
   S. Other (to whom paid) N/A $ N/A (S)
      For N/A
   Total Cash Price (A through S) $ 20460.23 (1)
2. **Amounts Paid to Public Officials**
   A. License Fees DMV $ 235.00 (A)
   B. Registration/Transfer/Titling Fees $ [illegible] (B)
   C. California Tire Fees $ [illegible] (C)
   D. Other WELCOME FEE $ 5.00 (D)
   Total Official Fees (A through D) $ 316.75 (2)
3. **Amount Paid to Insurance Companies** $ N/A (3)
   (Total premiums from Statement of Insurance column a + b)
4. ☐ **Smog Certification or** ☐ **Exemption Fee Paid to State** $ 0.00 (4)
5. **Subtotal** (1 through 4) $ 20777.00 (5)
6. **Total Downpayment**
   A. Agreed Trade-In Value Yr N/A Make N/A $ N/A (A)
      Model N/A Odom N/A
      VIN N/A
   B. Less Prior Credit or Lease Balance $ N/A (B)
   C. Net Trade-In (A less B) (indicate if a negative number) $ N/A (C)
   D. Deferred Downpayment $ N/A (D)
   E. Manufacturer's Rebate $ 500.00 (E)
   F. Other N/A $ N/A (F)
   G. Cash $ 2000.00 (G)
   Total Downpayment (C through G) $ 2000.00 (6)
   (If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)
7. **Amount Financed** (5 less 6) $ 18777.00 (7)

SELLER ASSISTED LOAN

BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in N/A
Installments of $ N/A $ N/A
from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☒ **Name of autobroker receiving fee, if applicable:**
BEST CAR PURCHASE

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

X _____ Buyer X _____ Co-Buyer

Seller _____

If a box is checked below, policies or certificates from the insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.		$ N/A
Credit Disability	N/A Mos.		$ N/A
Total Credit Insurance Premiums			$ N/A (b)

Insurance Company Name N/A
Home Office Address N/A N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).

You want to buy the credit insurance.

_____ Date X [redacted] Buyer Signature _____ Age

_____ Date X _____ Co-Buyer Signature _____ Age

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X [redacted]

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.

1K Company N/A
Term N/A Mos. or N/A Miles
1L Company N/A
Term N/A Mos. or N/A Miles
1M Company N/A
Term N/A Mos. or N/A Miles
1N Company N/A
Term N/A Mos. or N/A Miles
1O Company N/A
Term N/A Mos. or N/A Miles
Buyer X [redacted]

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No ora[redacted]

Buyer Signs X _____
Co-Buyer Signs X _____

OPTIONAL N/A N/A

For _____

Total Cash Price (A through S) $ 20499.25 (1)

2. **Amounts Paid to Public Officials**
   - A. License Fees $ 315.00 (A)
   - B. Registration/Transfer/Titling Fees $ 27.00 (B)
   - C. California Tire Fees $ 8.75 (C)
   - D. Other PAPERWORK FEE $ 8.00 (D)

   Total Official Fees (A through D) $ 316.75 (2)
3. **Amount Paid to Insurance Companies** $ N/A (3)
   (Total premiums from Statement of Insurance column a + b)
4. ☐ **Smog Certification** or ☐ **Exemption Fee Paid to State** $ 0.00 (4)
5. **Subtotal** (1 through 4) $ 20777.00 (5)
6. **Total Downpayment** $ N/A (A)
   - A. Agreed Trade-In Value Yr. N/A Make N/A
     Model N/A Odom N/A
     VIN _____
   - B. Less Prior Credit or Lease Balance $ N/A (B)
   - C. Net Trade-In (A less B) (indicate if a negative number) $ N/A (C)
   - D. Deferred Downpayment $ N/A (D)
   - E. Manufacturer's Rebate $ 500.00 (E)
   - F. Other N/A $ N/A (F)
   - G. Cash $ 2500.00 (G)

   Total Downpayment (C through G) $ 3000.00 (6)
   If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 12 above)
7. **Amount Financed** (5 less 6) $ 17777.00 (7)

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in N/A
Installments of $ N/A $ N/A
from this Loan is shown in item 6D

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☒ **Name of autobroker receiving fee, if applicable:**
BEST CAR PURCHASE

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

X _____ Buyer X _____ Co-Buyer

NOT [illegible]VER CONDITIONS FOR WHICH YOU HAVE [illegible] DOCTOR OR CHIROPRACTOR IN THE L[illegible] 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).
You want to buy the credit insurance.

Date _____ X [redacted] Buyer Signature [redacted] Age _____

Date _____ X _____ Co-Buyer Signature _____ Age _____

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X [redacted]

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.

1K Company N/A
Term N/A Mos. or N/A Miles
1L Company N/A
Term N/A Mos. or N/A Miles
1M Company N/A
Term N/A Mos. or N/A Miles
1N Company N/A
Term N/A Mos. or N/A Miles
1O Company N/A
Term N/A Mos. or N/A Miles
Buyer X [redacted]

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X [redacted]
Co-Buyer Signs X [redacted]

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A Year N/A SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X _____ X _____

Payoff Agreement: [redacted] and/or the lienholder of record of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the payoff amount shown in item 6B to the lienholder of record of the trade-in vehicle or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund the difference to you. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund due from the Seller.

Buyer Signature X _____ Co-Buyer Signature X _____

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X [redacted] Co-Buyer Signature X _____

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

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE

STAR
FORD ★ LINCOLN ★ MERCURY
www.starautogroup.com
900 SOUTH BRAND BLVD. GLENDALE, CALIFORNIA 91204
SERVICE DIRECT: (818) 502-1901
(818) 956-0977 FAX: (818) 243-0578

B.A.R. # REG AR011052
P.A. CODE 05537

LINCOLN MERCURY

OUR SERVICE DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 A.M. TO 6:30 P.M.
SATURDAY
8:00 A.M. TO 5:00 P.M.
E.P.A. # CAD982022337

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
160575	CHARLIE [redacted] 907	1843	02/25/11	FOCS771110

[redacted]
GLENDALE, CA [redacted]
[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
	[redacted]	1,148	GRAY/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD/FOCUS/4DR SDN SE		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F A H P 3 [redacted] A W [redacted] [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		02/25/11

COMMENTS

LABOR & PARTS

J# 1 02FOZO TUNE DEPT 1 TECH(S):838 WARRANTY
CUST STATES TURNS OVER WILL NOT START TOWED TO SHOP CHECK
AND ADVISE
IDS DIAG PIN POINT TEST P0690 FOUND BLOWN FUSE 10 AMP F22
CIRCUIT CE608 FOUND CHAFFED WIRE NEER ENGINE BLOCK
REPAIRED WIRE RETEST OK CLEARED CODE

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2+25FOZGAS GAS SHORTAGE TECH(S):838 0.00
INSTALL 3 GALS GAS

JOB # 2 TOTAL LABOR & PARTS 0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 2	69496		02/25/11	15.00 GAS	18.00
				TOTAL - SUBLET	18.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)
APPROVED REVISED ESTIMATE (# 1) OF $18.00 (+TAX) ON 02/25/11 AT 04:09pm
BY ARSEN GHARIBYAN COMMENTS
TECHNICIAN CERTIFICATION
838 LEONARDO ORTIZ 1491

VISA M
PAID
FEB 25 2011
STAR FORD

TOTALS

Ford will be sending you a survey on the work performed today. If you are not completely satisfied please call me before sending in your survey.
THIS IS MY REPORT CARD

THIS SURVEY IS RETURNED TO THE DEALER.
PLEASE BE CAREFUL WHEN FILLING OUT THE SURVEY.

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	18.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**18.00**

CUSTOMER SIGNATURE

LINCOLN MERCURY

The Reynolds and Reynolds Company

SUNRISE FORD

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NORTH HOLLYWOOD, CA 91601
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www.sunriseford.com

F.I.N. 95-3411682
BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: M02230
UNIT# M02230

352344

INVOICE

PAGE 1

[redacted]
GLENDALE, CA [redacted]
HOME: [redacted] CONT:N/A
BUS: CELL:

SERVICE ADVISOR: 2217 JOHN FISCHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	10	FORD FOCUS	1FAHP3FN1AW[redacted]		1618/1620	T1439

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			17:00 09MAR11		89.50	CASH	09MAR11

R.O. OPENED	READY	OPTIONS:
14:10 09MAR11	16:46 09MAR11	STK:M02230 1)OA#230-274-446

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A MIL LIGHT IS ON
CAUSE: 1620 12650D,D80,D55,D45,DX1,9350B,12222A 190 CUST STATES MIL COMES ON.HOOKUP IDS RUN QUICK TEST,KOEO PASS,CONT P0171,KOER PASS.RUN IDS DC
S102 MISC DRIVEABILITY
2193 W95 1.90 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5397
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

1620 12650D,D80,D55,D45,DX1,9350B,12222A 1.90 CUST STATES MIL COMES ON.HOOKUP IDS RUN QUICK TEST,KOEO PASS,CONT P0171,KOER PASS.RUN IDS DCL,ALL READINGS APPEAR NORMAL,HOOKUP FUEL PRESS GAUGE 65PSI AND HOLDS.HOOKUP IGN ANALYZER,PERFORM POWER BALANCE,ALL CYL'S EQUAL.ROAD TEST W/IDS DCL,MONITOR FUEL TRIMS,ALL STAY WITHIN SPEC BUT NOTICED ERRATIC MAF READING.PINPOINT TEST SYSTEM,FOUND AIR INLET BOOT NO SEATED CORRECTLY.RE-INSTALL BOOT AND RE-TEST,ALL P1000.RE-ROAD TEST,ALL OK AT THIS TIME.
****

B PERFORM MULTI-POINT INSPECTION (2-11)
CAUSE: 1618 SET TIRES TO FACT SPEC 32PSI FRONT AND REAR.
99P PERFORM MULTI-POINT INSPECTION (2-11)
2193 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5397
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

1618 SET TIRES TO FACT SPEC 32PSI FRONT AND REAR.
****

C HORIZON RENTAL CAR

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS,- NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

OUR SERVICE CENTER IS OPEN
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

STOP BY AND SEE US FOR YOUR REGULAR SERVICE MAINTENANCE.

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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE
X

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

Notice to Consumer: Please read important information on back.

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PE13-003 000728LCPV

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www.sunriseford.com
F.I.N. 95-3411682
BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: M02230
UNIT# M02230

352344

INVOICE

[redacted]

GLENDALE, CA [redacted]
HOME [redacted]0 CONT:N/A
BUS: CELL:

PAGE 2

SERVICE ADVISOR: 2217 JOHN FISCHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	10	FORD FOCUS	1FAHP3FN1AW[redacted]		1618/1620	T1439

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			17:00 09MAR11		89.50	CASH	09MAR11

R.O. OPENED	READY	OPTIONS:
14:10 09MAR11	16:46 09MAR11	STK:M02230 1)OA#230-274-446

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

CAUSE: .
69H HORIZON RENTAL CAR
999 WE94 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

D** BATTERY CHECK GOOD
CAUSE: .
GBATT BATTERY CHECK GOOD
999 W95 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

****

E** CHECKED AND OK
CAUSE: .
GBK CHECKED AND OK
999 W95 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

****

F** CHECKED AND OK
CAUSE: .
GTIRE CHECKED AND OK
999 W95 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

****

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS,- NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

OUR SERVICE CENTER IS OPEN
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE
X

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

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PE13-003 000729LCPV

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www.sunriseford.com
F.I.N. 95-3411682
BAR REG# ARD72998
E.P.A.# CAD981441199

FORD

CUSTOMER #: M02230
UNIT# M02230

354556

INVOICE

PAGE 1

[redacted]
GLENDALE, CA [redacted]
HOME [redacted] CONT:N/A
BUS: CELL:

SERVICE ADVISOR: 2217 JOHN FISCHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	10	FORD FOCUS	1FAHP3FN1AW[redacted]		2970/2975	T4346

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			15:00 21APR11		89.50	CASH	21APR11

R.O. OPENED	READY	OPTIONS:
14:00 21APR11	15:42 21APR11	STK:M02230 1)OA#230-274-446

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S THAT THE ENGINE LIGHT IS ON CHECK AND ADVISE....SEE RECENT HISTORY
CAUSE: 2970 SEE LINE C,CONT CODE P2112
S102 MISC DRIVEABILITY
2193 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5397
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

2970 SEE LINE C,CONT CODE P2112
****

B PERFORM MULTI-POINT INSPECTION (2-11)
CAUSE: 2970 SET TIRES TO FACT SPEC,32PSI FRONT AND REAR.
99P PERFORM MULTI-POINT INSPECTION (2-11)
2193 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5397
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

2970 SET TIRES TO FACT SPEC,32PSI FRONT AND REAR.
****

C C/S THAT THE ENGINE HESITATES ON ACCELERATION
CAUSE: 2975 TSB 10-21-6 102106A 60 CUST STATES HESITATES AND IDLE ERRATIC,PERFORM TSB 10-21-6,REPLACE T-BODY ASSY(ENGINE BUILD DATE 05-19-2010)
S102 MISC DRIVEABILITY
2193 W95 0.60 (N/C)
1 8S4Z*9E926*B THROTTLE BODY AND MOTOR ASY (N/C)
FC: PART#: COUNT:
CLAIM TYPE:

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS,- NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE
X

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

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BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: M02230
UNIT# M02230

354556

INVOICE

[redacted]

GLENDALE, CA [redacted]
HOME [redacted] CONT:N/A
BUS: CELL:

PAGE 2

SERVICE ADVISOR: 2217 JOHN FISCHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	10	FORD FOCUS	1FAHP3FN1AW[redacted]		2970/2975	T4346

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			15:00 21APR11		89.50	CASH	21APR11

R.O. OPENED	READY	OPTIONS:
14:00 21APR11	15:42 21APR11	STK:M02230 1)OA#230-274-446

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

AUTH CODE:
5397

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

2975 TSB 10-21-6 102106A 0.60 CUST STATES HESITATES AND IDLE ERRATIC,PERFORM TSB 10-21-6,REPLACE T/BODY ASSY(ENGINE BUILD DATE 05/19/2010)

****

D** HORIZON RENTAL CAR
CAUSE: .
69H HORIZON RENTAL CAR
999 W95 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

****

E** CHECKED AND OK
CAUSE: .
GBK CHECKED AND OK
999 W95 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

****

F** CHECKED AND OK
CAUSE: .
GBK CHECKED AND OK
999 W95 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

****

G** CHECKED AND OK
CAUSE: 2970 CK-SET T-P 32PSI
GTIRE CHECKED AND OK
999 W95 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE
X

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

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www.sunriseford.com
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BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: M02230
UNIT# M02230

354556

INVOICE

[redacted]

GLENDALE, CA [redacted]
HOME: [redacted] CONT:N/A
BUS: CELL:

PAGE 3

SERVICE ADVISOR: 2217 JOHN FISCHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	10	FORD FOCUS	1FAHP3FN1AW[redacted]		2970/2975	T4346

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			15:00 21APR11		89.50	CASH	21APR11

R.O. OPENED	READY	OPTIONS:
14:00 21APR11	15:42 21APR11	STK:M02230 1)OA#230-274-446

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
2970	CK/SET T/P 32PSI						

****

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS, - NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

OUR SERVICE CENTER IS OPEN
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

STOP BY AND SEE US FOR YOUR REGULAR SERVICE MAINTENANCE.

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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

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

Notice to Consumer: Please read important information on back.

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PE13-003 000732LCPV

SUNRISE FORD

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NORTH HOLLYWOOD, CA 91601
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(818) 752-9000
FAX: (818) 980-5408
www.sunriseford.com

CUSTOMER #: M02230
UNIT# M02230

356074

INVOICE

[redacted]

GLENDALE, CA [redacted]
[redacted] CONT:N/A
BUS: CELL:

[redacted]

SERVICE ADVISOR: 4016 ANTHONY BARNER

[redacted]
E.P.A.# CAD981441199

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	10	FORD FOCUS	1FAHP3FN1A[redacted]		4871/4875	T5975

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			12:00 21MAY11		89.50	CASH	23MAY11

R.O. OPENED	READY	OPTIONS:
13:48 20MAY11	11:54 23MAY11	STK:M02230 1)OA#230-274-446

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES CHECK EMGINE LIGHT ON AND VEHICLE STALLS
CAUSE: 4875 12650D,D80,D81,D45,DX1,M-TIME 180 EEC TEST FOUND CODE
P2004, IMRC STUCK FAULT. PID DATA DISPLAY AND MONITOR AT IDLE
FOUND NO INCREASE
S102 MISC DRIVEABILITY
2819 W95 1.80 (N/C)
1 3S4Z*9J559*AA CONTROL ASY - ENGINE AIR SHUT (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2759
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

4875 12650D,D80,D81,D45,DX1,M-TIME 1.80 EEC TEST FOUND CODE P2004,
IMRC STUCK FAULT. PID DATA DISPLAY AND MONITOR AT IDLE FOUND NO
INCREASED AIR FLOW INTO INTAKE MANIFOLD. CLEARED CODES AND ROAD TEST
PID MONITOR FOUND PCM COMMAND FOR IMRC TO OPEN, IMRC DOES NOT FUNCTION.
PINPOIN TEST HU, FOUND VACUUM SOURCE TO SOLENOID, FOUND SOLENOID INOP.
M-TIME .6 TO REPLACED IMRC CONTROL SOLENOID. RE-SET KAM AND RE-TEST
AFTER REPAIR. ROAD TEST AFTER REPAIR. FINAL QUICK EEC TEST TO CLEAR
CODES.

****

B PERFORM MULTI-POINT INSPECTION (2-11)
CAUSE: 4875 TIRE PRESS 35PSI F-R
99P PERFORM MULTI-POINT INSPECTION (2-11)
2819 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2759
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

4875 TIRE PRESS 35PSI F/R

****

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

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TRUCK HOURS
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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE
X

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

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(818) 752-9000
FAX: (818) 980-5408
www.sunriseford.com

CUSTOMER #: M02230
UNIT# M02230

356074

INVOICE

[redacted]
GLENDALE, CA [redacted]
CONT:N/A
BUS: CELL:

[redacted]

E.P.A.# CAD981441199

SERVICE ADVISOR: 4016 ANTHONY BARNER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	10	FORD FOCUS	1FAHP3FN1AW[redacted]		4871/4875	T5975

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			12:00 21MAY11		89.50	CASH	23MAY11

R.O. OPENED	READY	OPTIONS:
13:48 20MAY11	11:54 23MAY11	STK:M02230 1)OA#230-274-446

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

C** CHECKED AND OK
CAUSE: 4871 BRAKES 5 MM
GBK CHECKED AND OK
2819 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2759
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

4871 BRAKES 5 MM
****

D** CHECKED AND OK
CAUSE: 4871 TIRES 5 32NDS
GTIRE CHECKED AND OK
2819 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2759
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

4871 TIRES 5 32NDS
****

E** BATTERY CHECK GOOD
CAUSE: 4871 BATTERY 500 CCA
GBATT BATTERY CHECK GOOD
2819 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2759
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

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TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE
X

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

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www.sunriseford.com
F.I.N. 95-3411682
BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: M02230
UNIT# M02230

356074

INVOICE

[redacted]
GLENDALE, CA [redacted]
HOME: [redacted] CONT:N/A
BUS: CELL:

PAGE 3

SERVICE ADVISOR: [redacted]4016 ANTHONY BARNER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING_G	10	FORD FOCUS	1FAHP3FN1AW[redacted]		4871/4875	T5975

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			12:00 21MAY11		89.50	CASH	23MAY11

R.O. OPENED	READY	OPTIONS:
13:48 20MAY11	11:54 23MAY11	STK:M02230 1)OA#[redacted]

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
4871	BATTERY 500 CCA						

****

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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

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

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PE13-003 000735LCPV

Law Offices Of
Khatchatrian & Associates

ATTORNEYS AT LAW

100 N. Brand Blvd., Suite 622 • Glendale, CA 91203 • Tel: 818-247-7717 • Fax: 818-247-7719

June 27, 2011

VIA FACSIMILE ONLY (866) 646-0515
Ford Motor Company
World Headquarters
One American Road
Dearborn, MI 48126-2798
Attn: Eileen M. Pawelek

RE: My Client: [redacted]
Vehicle: **2010 Ford Focus**
VIN #: **1FAHP3FN1AW**[redacted]

Dear Ms. Pawelek:

I have spoken with my client about Ford motor Company's June 22, 2011 all inclusive cash offer of $2,500.00. My client has rejected this offer. The vehicle qualifies under the safety presumptions of Song-Beverly, since it was submitted for "Check Engine Light", "Engine Hesitation" and "Engine stalling" on at least four (4) times prior to 18 months or 18,000 miles. In addition, on one occasion, the vehicle was towed in to the dealership due to the starter problem. My client does not feel safe in this vehicle. Therefore, my client renews his request for a repurchase per his May 24, 2011 letter in order to avoid unnecessary litigation. The renewed offer will remain open for 10 days, at which time we will be forced to proceed with litigation. Please advice as to Ford Motor Company's final position within the next 10 days.

Please note, that this offer is being made in good faith in order to avoid costly litigation.

The vehicle is not safe to operate and Ford Motor Company owes a contractual and statutory duty to my client to address this matter. All of my client's rights and remedies are expressly reserved.

Very truly,
KHATCHATRIAN & ASSOCIATES

Tigran Khatchatrian,

Law Offices Of
Khatchatrian & Associates

ATTORNEYS AT LAW

100 N. Brand Blvd., Suite 622 • Glendale, CA 91203 • Tel: 818-247-7717 • Fax: 818-247-7719

RECEIVED JUN 03 2011 FORD MOTOR COMPANY OFFICE OF THE GENERAL COUNSEL

11 JUN -2 AM 11:

OFFICE OF THE GENERAL COUNSEL
11 JUN -3 P5:24
LITIGATION PRACTICE GROUP

May 24, 2011

VIA CERTIFIED MAIL -
RETURN RECEIPT REQUESTED
Ford Motor Company
Consumer Affairs
Litigation Prevention Department
P.O. Box 6248, MD 3NE-B
Dearborn, MI 48126-4207

VIA CERTIFIED MAIL -
RETURN RECEIPT REQUESTED
Sunrise Ford
5500 Lankershim Blvd.
North Hollywood, CA 91601

RE: My Client: [redacted]
Vehicle: **2010 Ford Focus**
VIN #: **1FAHP3FN1AW**[redacted]

Dear Ford Motor Company & Sunrise Ford:

Please be advised that this office represents [redacted] in connection with mechanical and safety difficulties he is having with the above-referenced motor vehicle (the "vehicle"). My client purchased this vehicle from Sunrise Ford on or about September 8, 2010. Since that time, my client has been having numerous, repeated mechanical and safety-related difficulties with this vehicle. The terms of the purchase are for 59 months at a monthly payment of $327.18 with an initial down payment of $2,500.00 for a total purchase payout of $22,630.80. To date, my client has paid $5,444.62 towards his purchase. My client's purchase agreement is enclosed herein for your reference.

PLEASE TAKE NOTICE that this letter constitutes notice that the above-referenced vehicle is in violation of California's Song-Beverly Consumer Warranty Act (California Civil Code § 1790-1795.8) as well as the Magnuson-Moss Warranty Act with regards to this vehicle. Ford Motor Company may be liable for:

1. Breach of Express Warranty under the Song-Beverly Warranty Act;
2. Breach of Implied Warranty under the Song-Beverly Warranty Act;
3. Breach of Express Warranty under the Magnuson-Moss Warranty Act § 312, et. seq.,
4. Breach of Implied Warranty of Merchantability under the Magnuson-Moss Warranty Act § 312, et. seq.

I. SERVICE RECORD

The following table sets forth my client's numerous repair attempts for this vehicle. Copies of work orders corresponding to each service are enclosed for your reference.

Dates of Service	Location of Service	Complaints
February 25, 2011 **1 Day in Service** **Mileage in 1,148**	Star Ford Lincoln Mercury Glendale, CA	**1. Vehicle won't start:** Customer stated turns over will not start. **VEHICLE TOWED IN.** IDS diagnostic pin point test P0690 found blown fuse 10 AMP F22 circuit CE608 found chaffed wire near engine block. Repaired wire. Retested ok cleared code.
March 9, 2011 **1 Day in Service** **Mileage in 1,618**	Sunrise Ford North Hollywood, CA	**1. Check Engine Light Is On:** Customer states that mil light comes on. Hookup ids run quick test, koeo pass, cont PO171 , koer pass. Run ids dlc. All readings appear normal, hookup fuel press gauge 65PSI and holds. Hookup ign analyzer, perform power balance, all cyl's equal. Road test w/ids dcl, monitor fuel trims, al stay within spec but noticed erratic maf reading. Pinpoint test system, found air inlet boot not seated correctly. Re-installed boot and re-tested, all P1000. Re-roal tested, all ok.

Dates of Service	Location of Service	Complaints
April 21, 2011 **1 Day in Service** **Mileage 2,970**	Sunrise Ford North Hollywood, CA	**1. Check engine light is on:** Customer states check engine light is on. See line C, cont code P2112. **2. Engine Hesitation:** Customer states that the engine hesitates on acceleration. 2975 TSB 10-21-6 102106A 60 customer states hesitates and idle erratic, performed TSB 10-21-6, replaced t-body assembly.
May 20, 2011 **4 Days in Service** **Mileage in 4,871**	Sunrise Ford North Hollywood, CA	**1. Check Engine Light On/Engine Stalls:** Customer states check engine light on and vehicle stalls. 4875 12650D, D80, D45, DX1, M-Time 1.80 EEC test found code P2004, imrc struck fault. Pid data found pcm command for imrc to open, imrc does not function. Pin point test hu, found vacuum source to solenoid, found solenoid inop. M-time .6 to replaced imrc control solenoid. Re-set KAM and re-tested after repair. Road-tested after repair.

II. MY CLIENT'S RIGHTS UNDER THE SONG-BEVERLY WARRANTY ACT [CALIFORNIA CIVIL CODE SECTION 1790, ET. SEQ.]

As you know, the Song-Beverly Warranty Act (the "Act") provides protection to consumers who lease or buy new motor vehicles if authorized dealers are unable to service or repair a new motor vehicle to conform to the terms of an express written warranty after a reasonable number of repair attempts. The subject vehicle was/is a "new motor vehicle" under the Song-Beverly Warranty Act. My client purchased the vehicle for personal use. Along with the purchase of the vehicle, my client received written warranties and other express and implied warranties including, but not limited to, warranties from Ford Motor Company ("manufacturer") and Sunrise Ford ("dealer")that the vehicle and its components would be free from all defects in material and workmanship; that the vehicle would pass without objection in the trade under the contract description; that the vehicle would be fit for the ordinary purpose for which it was intended; that the vehicle would conform to the promises and affirmations of facts made; that the manufacturer would perform any repairs and/or replace any parts necessary to ensure that the vehicle was free from any defects in material and workmanship; that the manufacturer would maintain the utility of the vehicle for five (3) years or thirty-six-thousand (36,000) miles and would conform the vehicle to the applicable express warranties.

My client has duly performed all the conditions on his part under the purchase agreement and under the express and implied warranties given to my client. My client has delivered the vehicle to the manufacturer's authorized service and repair facilities, agents and/or dealers, including lessor, on at ***least four (4) separate occasions*** for the same problem resulting in the vehicle being out of service by reason of repair of nonconformities. True and correct copies of the repair orders are enclosed herein for your reference. Despite the repeated repair attempts by seller, the vehicle remains defective and therefore there has been a failure and refusal to conform the product to its express warranty under the law. The same problem has been subject to ***repair four or more*** times by the manufacturer or its agents. **In this case, my client has taken the vehicle in four (4) times for service because of the check engine light was coming on, engine hesitation, and on one instance, the vehicle was towed in due to it not starting.** These are clearly safety-related issues. My client has met all requirements under the Song-Beverly Warranty Act and the Magnuson-Moss Act. This vehicle qualifies for "lemon law" status under the presumptions of both Acts.

III. DEMAND FOR SETTLEMENT

Under both Acts my client is entitled to either of the following:

1. A replacement of the vehicle less its prorated mileage.
2. A full refund of the amounts paid for lease of the vehicle.

In either event, Ford Motor Company is responsible for paying my client's tax, license, registration and other official fees, incidental damages (including financing charges, rentals and towing) and statutory attorney's fees.

Please be advised that your failure to comply with this request within thirty (30) days may subject you to the following remedies available for violations of the Song-Beverly Consumer Warranty Act (California Civil Code § 1794):

1. The actual damages suffered: $22,630.80 plus tax, license, registration and other official fees and incidental damages;
2. Civil Penalty of 2 times the actual damages in a minimum amount of $45,261.60;
3. Attorney's fees and costs;
4. Any other relief which the court deems just and proper.

My client chooses restitution of all amounts paid:

Deposit:	$2,500.00;
Purchase Payments:	$2,944.62; (9 x $327.18)
Less Proration:	$176.22 (Mileage Offset of 1,148 miles)
Total Refund:	$5,268.00

In addition, my client demands:

Attorney Fees: $3,000.00

Mileage Offset of 1,148 miles. Proration calculation as follows:

***Mileage Offset of 1,148 miles at the time of first problem.**

Proration calculation as follows:

($18,461.17 Purchase Price X 1,148 miles at time of first problem) / 120,000 miles = **$176.62.**

The vehicle is not safe to operate and Ford Motor Company owes a contractual and statutory duty to my client to address this matter. All of my client's rights and remedies are expressly reserved.

Very truly,
KHATCHATRIAN & ASSOCIATES

Tigran Khatchatrian

Enclosures

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE

Dealer Number [illegible] Contract Number 348087 R.O.S. Number [illegible] Stock Number [illegible]
[illegible] CONTROL # M02230 Salesperson: IAN COHI

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[redacted]		SUNRISE FORD 5550 LANKERSHIM BLVD NORTH HOLLYWOOD, CA 91601

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Iden[redacted]	Primary Use For Which Purchased
[illegible]	2013	FORD [illegible]	25	[illegible][redacted]	☒ personal, family or household ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ [illegible] is
[illegible] %	$ [illegible] (e)	$ [illegible]	$ [illegible] (e)	$ [illegible] (e)

(e) means an estimate

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
[illegible] Payments	[illegible]	Monthly, Beginning [illegible]
[illegible] Payments	N/A	Monthly, Beginning N/A
One Final Payment	[illegible]	[illegible]

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information. See this contract for more information, including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. **Total Cash Price** $ 18461.17 (A)
   - A. Cash Price of Motor Vehicle and Accessories
     - 1. Cash Price Vehicle $ 18461.17
     - 2. Cash Price Accessories $ N/A
     - 3. Other (Nontaxable)
       - Describe N/A $ N/A
       - Describe $ N/A
   - B. Document Preparation Fee (not a governmental fee) $ 20.00 (B)
   - C. Smog Fee Paid to Seller $ N/A (C)
   - D. (Optional) Theft Deterrent Device (to whom paid) TRUE-DAYZZS LLC $ 130.00 (D)
   - E. (Optional) Theft Deterrent Device (to whom paid) $ N/A (E)
   - F. (Optional) Theft Deterrent Device (to whom paid) $ N/A (F)
   - G. (Optional) Surface Protection Product (to whom paid) $ N/A (G)
   - H. (Optional) Surface Protection Product (to whom paid) $ N/A (H)
   - I. Sales Tax (on taxable items in A through H) $ 1623.08 (I)
   - J. Optional DMV Electronic Filing Fee $ 28.00 (J)
   - K. (Optional) Service Contract (to whom paid) N/A $ N/A (K)
   - L. (Optional) Service Contract (to whom paid) N/A $ N/A (L)
   - M. (Optional) Service Contract (to whom paid) N/A $ N/A (M)
   - N. (Optional) Service Contract (to whom paid) N/A $ N/A (N)
   - O. (Optional) Service Contract (to whom paid) N/A $ N/A (O)
   - P. Prior Credit or Lease Balance paid by Seller to N/A $ N/A (P)
     (see downpayment and trade-in calculation)
   - Q. (Optional) Gap Contract (to whom paid) N/A $ N/A (Q)
   - R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (R)
   - S. Other (to whom paid) N/A $ N/A (S)

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 are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

		Term	Premium
$ N/A	Ded. Comp., Fire & Theft	N/A Mos.	$ N/A
$ N/A	Ded. Collision	N/A Mos.	$ N/A
Bodily Injury	$ N/A Limits	N/A Mos.	$ N/A
Property Damage	$ N/A Limits	N/A Mos.	$ N/A
Medical	N/A	N/A Mos.	$ N/A
	N/A	N/A Mos.	$ N/A
Total Vehicle Insurance Premiums			$ N/A (a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT, FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X [redacted]
Co-Buyer X
Seller X

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp	Premium
Credit Life	N/A Mos.		$ N/A
Credit Disability	N/A Mos.		$ N/A
Total Credit Insurance Premiums			$ N/A (b)

Insurance Company Name N/A

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. **Total Cash Price** $ 25461.37 (A)
   A. Cash Price of Motor Vehicle and Accessories
      1. Cash Price Vehicle $ 25461.37
      2. Cash Price Accessories $ N/A
      3. Other (Nontaxable)
         Describe N/A $ N/A
         Describe N/A $ N/A
   B. Document Preparation Fee (not a governmental fee) $ 30.00 (B)
   C. Smog Fee Paid to Seller $ N/A (C)
   D. (Optional) Theft Deterrent Device (to whom paid) $ N/A (D)
   E. (Optional) Theft Deterrent Device (to whom paid) $ N/A (E)
   F. (Optional) Theft Deterrent Device (to whom paid) $ N/A (F)
   G. (Optional) Surface Protection Product (to whom paid) $ N/A (G)
   H. (Optional) Surface Protection Product (to whom paid) $ N/A (H)
   I. Sales Tax (on taxable items in A through H) $ [illegible] (I)
   J. Optional DMV Electronic Filing Fee $ [illegible] (J)
   K. (Optional) Service Contract (to whom paid) N/A $ N/A (K)
   L. (Optional) Service Contract (to whom paid) N/A $ N/A (L)
   M. (Optional) Service Contract (to whom paid) N/A $ N/A (M)
   N. (Optional) Service Contract (to whom paid) N/A $ N/A (N)
   O. (Optional) Service Contract (to whom paid) N/A $ N/A (O)
   P. Prior Credit or Lease Balance paid by Seller to $ N/A (P)
      (see downpayment and trade-in calculation)
   Q. (Optional) Gap Contract (to whom paid) $ N/A (Q)
   R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (R)
   S. Other (to whom paid) N/A $ N/A (S)
      For N/A
   Total Cash Price (A through S) $ [illegible] (1)
2. **Amounts Paid to Public Officials**
   A. License Fees $ [illegible] (A)
   B. Registration/Transfer/Titling Fees $ [illegible] (B)
   C. California Tire Fees $ [illegible] (C)
   D. Other [illegible] $ [illegible] (D)
   Total Official Fees (A through D) $ [illegible] (2)
3. **Amount Paid to Insurance Companies**
   (Total premiums from Statement of Insurance column a + b) $ N/A (3)
4. ☐ **Smog Certification or** ☐ **Exemption Fee Paid to State** $ 0.00 (4)
5. **Subtotal** (1 through 4) $ 20277.00 (5)
6. **Total Downpayment**
   A. Agreed Trade-In Value Yr N/A Make N/A $ N/A (A)
      Model N/A Odom N/A
      VIN N/A
   B. Less Prior Credit or Lease Balance $ N/A (B)
   C. Net Trade-In (A less B) (indicate if a negative number) $ N/A (C)
   D. Deferred Downpayment $ N/A (D)
   E. Manufacturer's Rebate $ [illegible] (E)
   F. Other N/A $ N/A (F)
   G. Cash $ [illegible] (G)
   Total Downpayment (C through G) $ [illegible] (6)
   (If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)
7. **Amount Financed** (5 less 6) $ [illegible] (7)

SELLER ASSISTED LOAN

BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in N/A
Installments of $ N/A $ N/A
from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☒ **Name of autobroker receiving fee, if applicable:**
[illegible]

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

X _____ Buyer X _____ Co-Buyer

Seller N/A

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp	Premium
Credit Life	N/A Mos.		$ N/A
Credit Disability	N/A Mos.		$ N/A
Total Credit Insurance Premiums			$ N/A (b)

Insurance Company Name N/A

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).
You want to buy the credit insurance.

Date X Buyer Signature [redacted] Age

Date X Co-Buyer Signature Age

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos N/A
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X [redacted]

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.

1K Company N/A
Term N/A Mos. or N/A Miles
1L Company N/A
Term N/A Mos. or N/A Miles
1M Company N/A
Term N/A Mos. or N/A Miles
1N Company N/A
Term N/A Mos. or N/A Miles
1O Company N/A
Term N/A Mos. or N/A Miles
Buyer X [redacted]

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X [redacted]
Co-Buyer Signs X

OPTION N/A N/A

For

Total Cash Price (A through S) $ [illegible] (1)

2. **Amounts Paid to Public Officials**
   - A. License Fees $ [illegible] (A)
   - B. Registration/Transfer/Titling Fees $ [illegible] (B)
   - C. California Tire Fees $ [illegible] (C)
   - D. Other [illegible] $ [illegible] (D)

   Total Official Fees (A through D) $ [illegible] (2)

3. **Amount Paid to Insurance Companies** (Total premiums from Statement of Insurance column a + b) $ N/A (3)
4. ☐ **Smog Certification** or ☐ **Exemption Fee Paid to State** $ 0.00 (4)
5. **Subtotal** (1 through 4) $ 20777.00 (5)
6. **Total Downpayment**
   - A. Agreed Trade-In value Yr. N/A Make N/A $ N/A (A)
     Model N/A Odom N/A
     VIN N/A
   - B. Less Prior Credit or Lease Balance $ N/A (B)
   - C. Net Trade-In (A less B) (indicate if a negative number) $ N/A (C)
   - D. Deferred Downpayment $ N/A (D)
   - E. Manufacturer's Rebate $ 500.00 (E)
   - F. Other N/A $ N/A (F)
   - G. Cash $ [illegible] (G)

   Total Downpayment (C through G) $ [illegible] (6)

   (If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)
7. **Amount Financed** (5 less 6) $ [illegible] (7)

SELLER ASSISTED LOAN

BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A

Amount $ N/A Finance Charge $ N/A

Total $ N/A Payable in N/A

Installments of $ N/A $ N/A

from this Loan is shown in item 6D

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ **Name of autobroker receiving fee, if applicable:** [illegible]

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

X [illegible] Buyer X [illegible] Co-Buyer

NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details)
You want to buy the credit insurance.

Date X [redacted] Buyer Signature Age

Date X Co-Buyer Signature Age

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A Name of Gap Contract

I want to buy a gap [redacted]

Buyer Signs X [redacted]

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.

1K Company N/A
Term N/A Mos. or N/A Miles
1L Company N/A
Term N/A Mos. or N/A Miles
1M Company N/A
Term N/A Mos. or N/A Miles
1N Company N/A
Term N/A Mos. or N/A Miles
1O Company N/A
Term N/A Mos. or N/A Miles

Buyer X [redacted]

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X [redacted]

Co-Buyer Signs X

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A Year N/A SELLER'S INITIALS

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X [redacted] X

Payoff Agreement: Seller refer [redacted] the lienholder of record of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the payoff amount shown in 6B to the [redacted] trade-in vehicle or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund the difference to you. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund due from the Seller.

Buyer Signature X Co-Buyer Signature X

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

[redacted] Co-Buyer Signature X

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

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE

[redacted]

REGISTRATION CARD VALID FROM: 09/08/2010 TO: 09/10/2011

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	2010	2010	EF	110	11	[redacted]

BODY TYPE MODEL	MP	MO	VEHICLE ID NUMBER
4D	G	RW	1FAHP3FN1A[redacted]

TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	STICKER ISSUED
AUTOMOBILE	09/23/10	19	09/23/10	4	[redacted]

REGISTERED OWNER

[redacted]

AMOUNT PAID
$ 300.00

AMOUNT DUE
$ 300.00

AMOUNT RECVD
CASH :
CHCK : 300.00
CRDT :

GLENDALE
CA [redacted]

LIENHOLDER
FORD MOTOR CRDT CO LLC
260 INTERSTATE N PKWY NW

ATLANTA
GA 30339

[redacted]

STAR
FORD ★ LINCOLN ★ MERCURY

LINCOLN | MERCURY

www.starautogroup.com
900 SOUTH BRAND BLVD. GLENDALE, CALIFORNIA 91204
SERVICE DIRECT: (818) 502-1901
(818) 956-0977 FAX: (818) 243-0578

B.A.R. # REG ARD11052
P.A. CODE 05537

OUR SERVICE DEPT. HOURS:
MONDAY THRU FRIDAY
7:00 A.M. TO 6:30 P.M.
SATURDAY
8:00 A.M. TO 5:00 P.M.
E.P.A. # CAD982022337

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
160575	CHARLIE GARCIA 907	1843	02/25/11	FOCS771110

[redacted]
GLENDALE, CA [redacted]
[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
	[redacted]	1,148	GRAY/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD/FOCUS/4DR SDN SE		

VEHICLE I.D. NO.	BILLING DEALER NO.	PRODUCTION DATE
1 F A H P 3 F N 1 A W [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		02/25/11

COMMENTS

LABOR & PARTS

J# 1 02FOZ0 TUNE DEPT 1 TECH(S):838 WARRANTY

CUST STATES TURNS OVER WILL NOT START TOWED TO SHOP CHECK
AND ADVISE
IDS DIAG PIN POINT TEST P0690 FOUND BLOWN FUSE 10 AMP F22
CIRCUIT CE608 FOUND CHAFFED WIRE NEER ENGINE BLOCK
REPAIRED WIRE RETEST OK CLEARED CODE

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2+25FOZGAS GAS SHORTAGE TECH(S):838 0.00

INSTALL 3 GALS GAS

JOB # 2 TOTAL LABOR & PARTS 0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 2	69496		02/25/11	15.00 GAS	18.00
				TOTAL - SUBLET	18.00

VISA M

PAID
FEB 25 2011
STAR FORD

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)
APPROVED REVISED ESTIMATE (# 1) OF $18.00 (+TAX) ON 02/25/11 AT 04:09pm
BY ARSEN GHARIBYAN COMMENTS
TECHNICIAN CERTIFICATION

838 LEONARDO ORTIZ 1491

TOTALS

Ford will be sending you a survey on the work performed today. If you are not completely satisfied please call me before sending in your survey.
THIS IS MY REPORT CARD

THIS SURVEY IS RETURNED TO THE DEALER.
PLEASE BE CAREFUL WHEN FILLING OUT THE SURVEY.

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	18.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**18.00**

CUSTOMER SIGNATURE

LINCOLN MERCURY

The Reynolds and Reynolds Company ERWNT9114E (C0208884 Q 1/02/10)

SUNRISE FORD

Where Integrity Has Meaning
5500 LANKERSHIM BLVD.
NORTH HOLLYWOOD, CA 91601
PHONE: (213) 752-9800
(818) 752-9000
FAX: (818) 980-5408
www.sunriseford.com

FORD

E.P.A.# CAD981441199

CUSTOMER #: M02230
UNIT# M02230

352344

INVOICE

[redacted]

GLENDALE, CA [redacted]
[redacted] CONT:N/A
BUS: CELL:

SERVICE ADVISOR: 2217 JOHN FISCHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	10	FORD FOCUS	1FAHP3FN1AW[redacted]		1618/1620	T1439

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			17:00 09MAR11		89.50	CASH	09MAR11

R.O. OPENED	READY	OPTIONS:
14:10 09MAR11	16:46 09MAR11	STK:M02230 1)OA#230-274-446

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A MIL LIGHT IS ON
CAUSE: 1620 12650D,D80,D55,D45,DX1,9350B,12222A 190 CUST STATES MIL COMES ON.HOOKUP IDS RUN QUICK TEST,KOEO PASS,CONT P0171,KOER PASS.RUN IDS DC
S102 MISC DRIVEABILITY
2193 W95 1.90 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5397
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

1620 12650D,D80,D55,D45,DX1,9350B,12222A 1.90 CUST STATES MIL COMES ON.HOOKUP IDS RUN QUICK TEST,KOEO PASS,CONT P0171,KOER PASS.RUN IDS DCL,ALL READINGS APPEAR NORMAL,HOOKUP FUEL PRESS GAUGE 65PSI AND HOLDS.HOOKUP IGN ANALYZER,PERFORM POWER BALANCE,ALL CYL'S EQUAL.ROAD TEST W/IDS DCL,MONITOR FUEL TRIMS,ALL STAY WITHIN SPEC BUT NOTICED ERRATIC MAF READING.PINPOINT TEST SYSTEM,FOUND AIR INLET BOOT NO SEATED CORRECTLY.RE-INSTALL BOOT AND RE-TEST,ALL P1000.RE-ROAD TEST,ALL OK AT THIS TIME.
****

B PERFORM MULTI-POINT INSPECTION (2-11)
CAUSE: 1618 SET TIRES TO FACT SPEC 32PSI FRONT AND REAR.
99P PERFORM MULTI-POINT INSPECTION (2-11)
2193 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5397
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

1618 SET TIRES TO FACT SPEC 32PSI FRONT AND REAR.
****

C HORIZON RENTAL CAR

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS.-
NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

OUR SERVICE CENTER IS OPEN
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE
X

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

Notice to Consumer: Please read important information on back.

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FAX: (818) 980-5408
www.sunriseford.com
F.I.N. 95-3411682
BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: M02230
UNIT# M02230

352344

INVOICE

PAGE 2

[redacted]
GLENDALE, CA [redacted]
HOME: [redacted] CONT:N/A
BUS: CELL:

SERVICE ADVISOR: 2217 JOHN FISCHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	10	FORD FOCUS	1FAHP3FN1AW[redacted]		1618/1620	T1439

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			17:00 09MAR11		89.50	CASH	09MAR11

R.O. OPENED	READY	OPTIONS:
14:10 09MAR11	16:46 09MAR11	STK:M02230 1)OA#230-274-446

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

CAUSE: .
69H HORIZON RENTAL CAR
999 WE94 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

D** BATTERY CHECK GOOD
CAUSE: .
GBATT BATTERY CHECK GOOD
999 W95 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

****

E** CHECKED AND OK
CAUSE: .
GBK CHECKED AND OK
999 W95 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

****

F** CHECKED AND OK
CAUSE: .
GTIRE CHECKED AND OK
999 W95 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

****

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS,-
NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

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SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE
X

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

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FAX: (818) 980-5408
www.sunriseford.com
F.I.N. 95-3411682
[redacted]
E.P.A.# CAD981441199

CUSTOMER #: M02230
UNIT# M02230

354556

INVOICE

[redacted]

GLENDALE, CA
[redacted] CONT:N/A
BUS: CELL:

[redacted]

SERVICE ADVISOR: 2217 JOHN FISCHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	10	FORD FOCUS	1FAHP3FN1AW[redacted]		2970/2975	T4346

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			15:00 21APR11		89.50	CASH	21APR11

R.O. OPENED	READY	OPTIONS:
14:00 21APR11	15:42 21APR11	STK:M02230 1)OA#230-274-446

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S THAT THE ENGINE LIGHT IS ON CHECK AND ADVISE....SEE RECENT HISTORY
CAUSE: 2970 SEE LINE C,CONT CODE P2112
S102 MISC DRIVEABILITY
2193 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5397
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

2970 SEE LINE C,CONT CODE P2112
****

B PERFORM MULTI-POINT INSPECTION (2-11)
CAUSE: 2970 SET TIRES TO FACT SPEC,32PSI FRONT AND REAR.
99P PERFORM MULTI-POINT INSPECTION (2-11)
2193 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5397
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

2970 SET TIRES TO FACT SPEC,32PSI FRONT AND REAR.
****

C C/S THAT THE ENGINE HESITATES ON ACCELERATION
CAUSE: 2975 TSB 10-21-6 102106A 60 CUST STATES HESITATES AND IDLE ERRATIC,PERFORM TSB 10-21-6,REPLACE T-BODY ASSY(ENGINE BUILD DATE 05-19-2010)
S102 MISC DRIVEABILITY
2193 W95 0.60 (N/C)
1 8S4Z*9E926*B THROTTLE BODY AND MOTOR ASY (N/C)
FC: PART#: COUNT:
CLAIM TYPE:

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS,-
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TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

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

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PE13-003 000750LCPV

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BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: M02230
UNIT# M02230

354556

INVOICE

[redacted]

GLENDALE, CA [redacted]

[redacted] CONT:N/A

BUS: CELL:

PAGE 2

SERVICE ADVISOR: 2217 JOHN FISCHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	10	FORD FOCUS	1FAHP3FN1AW[redacted]		2970/2975	T4346

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			15:00 21APR11		89.50	CASH	21APR11

R.O. OPENED	READY	OPTIONS:
14:00 21APR11	15:42 21APR11	STK:M02230 1)OA#230-274-446

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

AUTH CODE:
5397

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

2975 TSB 10-21-6 102106A 0.60 CUST STATES HESITATES AND IDLE ERRATIC,PERFORM TSB 10-21-6,REPLACE T/BODY ASSY(ENGINE BUILD DATE 05/19/2010)

****

D** HORIZON RENTAL CAR
CAUSE: .
69H HORIZON RENTAL CAR
999 W95 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

****

E** CHECKED AND OK
CAUSE: .
GBK CHECKED AND OK
999 W95 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

****

F** CHECKED AND OK
CAUSE: .
GBK CHECKED AND OK
999 W95 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

****

G** CHECKED AND OK
CAUSE: 2970 CK-SET T-P 32PSI
GTIRE CHECKED AND OK
999 W95 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

WE APPRECIATE YOUR BUSINESS

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NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE
X

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

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www.sunriseford.com

FORD

CUSTOMER #: M02230
UNIT# M02230

354556

INVOICE

[redacted]

GLENDALE, CA [redacted]
[redacted] CONT:N/A
BUS: CELL:

[redacted]

[redacted]
E.P.A.# CAD981441199

SERVICE ADVISOR: 2217 JOHN FISCHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	10	FORD FOCUS	1FAHP3FN1AW[redacted]		2970/2975	T4346

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			15:00 21APR11		89.50	CASH	21APR11

R.O. OPENED	READY	OPTIONS:
14:00 21APR11	15:42 21APR11	STK:M02230 1)OA#230-274-446

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
2970	CK/SET		T/P	32PSI			

****

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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

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

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E.P.A.# CAD981441199

CUSTOMER #: M02230
UNIT# M02230

356074

INVOICE

[redacted]
GLENDALE, CA [redacted]
BUS: CONT:N/A
CELL:

PAGE 1

SERVICE ADVISOR: 4016 ANTHONY BARNER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	10	FORD FOCUS	1FAHP3FN1AW[redacted]		4871/4875	T5975

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			12:00 21MAY11		89.50	CASH	23MAY11

R.O. OPENED	READY	OPTIONS:
13:48 20MAY11	11:54 23MAY11	STK:M02230 1)OA#230-274-446

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES CHECK EMGINE LIGHT ON AND VEHICLE STALLS
CAUSE: 4875 12650D,D80,D81,D45,DX1,M-TIME 180 EEC TEST FOUND CODE
P2004, IMRC STUCK FAULT. PID DATA DISPLAY AND MONITOR AT IDLE
FOUND NO INCREASE
S102 MISC DRIVEABILITY
2819 W95 1.80 (N/C)
1 3S4Z*9J559*AA CONTROL ASY - ENGINE AIR SHUT (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2759
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

4875 12650D,D80,D81,D45,DX1,M-TIME 1.80 EEC TEST FOUND CODE P2004, IMRC STUCK FAULT. PID DATA DISPLAY AND MONITOR AT IDLE FOUND NO INCREASED AIR FLOW INTO INTAKE MANIFOLD. CLEARED CODES AND ROAD TEST PID MONITOR FOUND PCM COMMAND FOR IMRC TO OPEN, IMRC DOES NOT FUNCTION. PINPOIN TEST HU, FOUND VACUUM SOURCE TO SOLENOID, FOUND SOLENOID INOP. M-TIME .6 TO REPLACED IMRC CONTROL SOLENOID. RE-SET KAM AND RE-TEST AFTER REPAIR. ROAD TEST AFTER REPAIR. FINAL QUICK EEC TEST TO CLEAR CODES.

****

B PERFORM MULTI-POINT INSPECTION (2-11)
CAUSE: 4875 TIRE PRESS 35PSI F-R
99P PERFORM MULTI-POINT INSPECTION (2-11)
2819 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2759
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

4875 TIRE PRESS 35PSI F/R

****

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MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
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CUSTOMER SIGNATURE
X

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

Notice to Consumer: Please read important information on back.

WARNING: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacements parts, vehicle fluids, and paints and materials used to maintain vehicles, including but not limited to fuel, oil batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, prime, touchup paint, certain replacement parts, and particulates from component wear. When you service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize you exposure when servicing, maintaining or cleaning you vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components. *(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.5 et seq.) For further information about Proposition 65: http://www.vehhs.org/prop65.html*

CUSTOMER COPY

SUNRISE FORD

Where Integrity Has Meaning
5500 LANKERSHIM BLVD.
NORTH HOLLYWOOD, CA 91601
PHONE: (213) 752-9800
(818) 752-9000
FAX: (818) 980-5408
www.sunriseford.com
F.I.N. 95-3411682
BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: M02230
UNIT# M02230

356074

INVOICE

PAGE 2

[redacted]
GLENDALE, CA [redacted]
HOME: [redacted] CONT:N/A
BUS: CELL:

SERVICE ADVISOR: 4016 ANTHONY BARNER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	10	FORD FOCUS	1FAHP3FN1AW[redacted]		4871/4875	T5975

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			12:00 21MAY11		89.50	CASH	23MAY11

R.O. OPENED	READY	OPTIONS:
13:48 20MAY11	11:54 23MAY11	STK:M02230 1)OA#230-274-446

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

C** CHECKED AND OK
CAUSE: 4871 BRAKES 5 MM
GBK CHECKED AND OK
2819 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2759
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

4871 BRAKES 5 MM
****

D** CHECKED AND OK
CAUSE: 4871 TIRES 5 32NDS
GTIRE CHECKED AND OK
2819 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2759
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

4871 TIRES 5 32NDS
****

E** BATTERY CHECK GOOD
CAUSE: 4871 BATTERY 500 CCA
GBATT BATTERY CHECK GOOD
2819 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2759
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS,
NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

OUR SERVICE CENTER IS OPEN
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

STOP BY AND SEE US FOR YOUR REGULAR SERVICE MAINTENANCE.

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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE
X

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

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CUSTOMER COPY

PE13-003 000754LCPV

SUNRISE FORD

Where Integrity Has Meaning

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NORTH HOLLYWOOD, CA 91601
PHONE: (213) 752-9800
(818) 752-9000
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www.sunriseford.com
F.I.N. 95-3411682
BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: M02230
UNIT# M02230

356074

INVOICE

PAGE 3

[redacted]
GLENDALE, CA [redacted]
BUS: CONT:N/A
CELL:

SERVICE ADVISOR: 4016 ANTHONY BARNER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	10	FORD FOCUS	1FAHP3FN1A[redacted]3		4871/4875	T5975

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08SEP10 DD			12:00 21MAY11		89.50	CASH	23MAY11

R.O. OPENED	READY
13:48 20MAY11	11:54 23MAY11

OPTIONS: STK:M02230 1)OA#230-274-446

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
4871	BATTERY 500 CCA						

****

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SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
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SATURDAY: 8:00 A.M. - 5:00 P.M.

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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

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

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CUSTOMER COPY

[redacted]

[redacted]

NORMAN & TAYLOR
A Professional Law Corporation & ASSOCIATES

NORMAN F. TAYLOR
RONALD S. HOUSMAN
TAREK H. ZOHDY

425 WEST BROADWAY
SUITE 220
GLENDALE, CA 91204
TEL (818) 244-3905
FAX (818) 244-6052
www.normantaylor.com

RECEIVED AUG 23 2011

August 12, 2011

11 AUG 22 AM

NOTICE OF LIEN

Re: [redacted] vs. Ford Motor Company, et al.

OGC LIT 2011AUG24 PM2:56

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Norman Taylor & Associates gives notice of a contractual lien for attorney fees against ANY recovery in this action by plaintiff [redacted]. Pursuant to California law, this lien is a priority lien.

This Notice of Lien is filed pursuant to *Hansen vs. Jacobsen,* (1986) 186 Cal. App. 3d 350, 356-357, which provides that filing a Notice of Lien in a pending action is a proper method to give notice of the lien to all parties and their attorneys.

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

Very truly yours,

Norman Taylor & Associates
A Professional Law Corporation

By: _____
Norman F. Taylor, Esq.

NFT/mb

NORMAN & TAYLOR
A Professional Law Corporation & ASSOCIATES

NORMAN F. TAYLOR
RONALD S. HOUSMAN
TAREK H. ZOHDY

425 WEST BROADWAY
SUITE 220
GLENDALE, CA 91204
TEL (818) 244-3905
FAX (818) 244-6052
www.normantaylor.com

August 12, 2011

Consumer Affairs Department
Ford Motor Company
Chris Buss, Esq.
Consumer Affairs-Litigation Prevention Dept.
P.O. Box 6248
Dearborn, MI 48121-6248

Re: [redacted] vs. Ford Motor Company, et al.
Vehicle: 2011 Ford Focus
VIN: BW190607

Dear Ford Motor Company:

Please be advised that **Norman Taylor & Associates** represent the interests of [redacted] concerning her 2011 Ford Focus. In accordance with the Magnuson-Moss Warranty Act, 15 U.S.C.2310, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand cancellation of all contracts related to or concerning the purchase of the subject vehicle and the return of all monies paid toward the subject vehicle, including any amounts paid or payable, down payment, trade in value, and incidental and consequential damages.

Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. 2310 and in accordance with the Song-Beverly Consumer Warranty Act, California Civil Code Section 1790 et seq., and in accordance with Civ. Code § 1794(e), Diana Gutierrez hereby requests that you comply with Civ. Code § 1793.2(d)(2), based on the following facts:

1. The vehicle was purchased new on November 27, 2010 from Sunrise Ford in the City of Fontana, California. The vehicle came with a warranty as defined in the Act.
2. The vehicle is not fit for the ordinary purposes for which it was sold, and has exhibited substantial nonconformities that have required repeated warranty repairs. The nonconformities include but are not necessarily limited to:

The engine has continually lacked power and all efforts to correct the condition and the numerous other engine problems have failed.

Defective Engine/Engine Control Systems

Summary of Repairs:

- Check and advise. Check engine light is on. Felt a lack of power. Diagnostic test EEC system code P0171 perform pinpoint test access DCL monitor and record diagnosis and found fuel trims at 25% contact ford tech hotline diagnostic check for vacuum leaks no

leaks found advise to drain fuel tank and refill with known 87octane fuel customer to pick up vehicle and refill with 87 octane fuel no repairs performed at this time.

- Engine fan excessively loud. Can hear over radio. Diagnostic inspect and road test vehicle turn fan manually found engine fan normal operation at this time.
- Check engine light is on. Came on Sunday @ 5:30 PM, after fueling. Diagnostic 1.00 test EEC system codes P0171 perform pinpoint t5est access DCL monitor and found MAF sensor voltage at 0.41V low perform inspect and remove MAF sensor diagnosis and found debris stuck in MAF sensor clean MAF sensor and retest no voltage at 0.71V retest and road test system normal operation.
- Intermittently when starting vehicle hears a belt squeal. Verified concern. Contact ID 104703679. Checked TSB's and SSM's customer can not leave vehicle, will return so we may further inspect.
- Today when starting vehicle after work, started vehicle. Went to remove hand brake and noticed vehicle had shut off. Heard a buzzing type computer noise and then heard vehicle restart again on its own. Only acted up once. Could not verify repair. Vehicle starts properly at this time.
- After up shifting into 2nd gear, light throttle and light acceleration, will hear belt chirp on acceleration and rattles from under vehicle. Serpentine belt tensioner inspect vehicle as to verify concern after inspection found serpentine belt tensioner bouncing excessive and causing noisy operation replace tensioner as to correct noisy operation.
- While driving feels a lack of power on acceleration. All gears above second gear. Diagnostic test EEC system no codes in system fuel trims 2% fuel pressure 39PSI run oasis no messages found pertaining to concern road test vehicle 10 miles system normal operation at this time.
- C/S vehicle has rattle noise between 1st 2nd and 3rd gear acceleration, vehicle also has lack of power, check and advise. Road test vehicle with customer, verified concern when verified noise customer was lugging engine.
- C/S loud popping noise at idle, possible idler pulley, fan belt squeaks at times. Check and advise. Noise is normal from engine.

Four (4) attempts were made to correct these defects to no avail.

3. A reasonable opportunity to repair these non-conformities has taken place either directly or through agents. These nonconformities substantially impair the use, value and safety of this vehicle to Diana Gutierrez.

Our client is entitled to full restitution under California Civ. Code § 1793.2(d)(2) and Civ. Code § 1794 as well as under the Magnuson Moss Warranty Act 15 U.S.C. 2310 et seq., to date, as follows:

Actual Damages to Date

1.	Amount Paid & Payable	$30,929.50
2.	DMV Registration	$ TBD
3.	Car Rental Expense	$ TBD
4.	Towing Expense	$ TBD
5.	Repair Expense	$ TBD
6.	Add-on Expense	$ TBD
Actual Damages		**$30,929.50**

Our client will seek a civil penalty of twice the amount of their actual damages.

Civil Penalty.....$61,859.00.

Accordingly, at trial, the damages sought will be approximately $92,788.50.

In addition, our client is entitled to attorney fees, costs, and expenses as provided in the statute. However, in the spirit of compromise and in the interest of settlement, Diana Gutierrez hereby makes an offer to settle for $30,929.50 in actual damages, **plus** $3,000.00 in attorney's fees, costs, and expenses. The vehicle will be returned to Sunrise Ford.

Once you have made the opportunity to review this matter, please advise us as to whether you wish to discuss settlement or defend. Please respond to this settlement demand no later than 30 days from the above date. Please do not communicate directly with our client with regard to this matter, and forward all communications to this office.

Very truly yours,

NORMAN TAYLOR & ASSOCIATES
A Professional Law Corporation

By: _____
Norman F. Taylor, Esq.

NFT/mb
Enclosures: Purchase Agreement
Dept. of Motor Vehicle Registration
Repair Orders

cc: [redacted]

SUNRISE FORD

Quick Lane
TIRE & AUTO CENTER

Where Integrity Has Meaning

16005 VALLEY BLVD.
P.O. BOX 2469 (92334)
FONTANA, CA 92335
[redacted]

BAR # ARD214058 EPA # CAR88013

CUSTOMER #: FB1160
UNIT# FB1160

141535

ACCOUNTING

[redacted]

FONTANA, CA [redacted]
[redacted] T:N/A
[redacted] L:

[redacted]

SERVICE ADVISOR: 292 Carolyn Adams

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	11	FORD FOCUS	1FAHP3FN8B[redacted]		120/120	T120

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV10 DL			08:00 13DEC10		0.00	CASH	30NOV10

R.O. OPENED	READY	OPTIONS.
29NOV10	30NOV10	STK:FB1160 DLR:71G152

LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST NET TOTAL

A LEFT FRONT DOOR CHIPPED PANEL EDGE DAMAGED OVER ONE INCH UP TO AND
INCLUDING THREE INCH LENGTH PER SME 10-34-2/ LOAD 15132/RECEIPT
00136247/ DELIVERY DATE 11/19/10.
CAUSE: 120 00 BODY SHOP REPAIRED LEFT FRONT DOOR PER SME CLAIM
OSL OUTSIDE LABOR
999 W94 0.00 0.00 0 0 0.00 0.00
FC: 10342 PART#: COUNT: 0 0 TPARTS
CLAIM TYPE:
AUTH CODE:
0 0 TLABOR
SUBL REPAIR/REFINISH HJS 524357
W94 7500 7500 75.00 75.00
FC:
VERSION 1 (EMP# 999,30NOV10 16:27): 120 0.00 BODY SHOP REPAIRED
LEFT FRONT DOOR PER SME CLAIM
B AS PER YOUR AUTHORIZATION A MULITPOINT INSPECTION WAS PERFORMED ON
YOUR VEHICLE. SEE THE ATTATCHED SHEET THAT HAS THE FOLLOWING
INDICATORS GREEN=GOOD, YELLOW=WILL NEED ATTENTION IN THE FUTURE
& RED-RECOMMEND IMMEDIATE REPAIRS AS PER CUST RE
99P AS PER YOUR AUTHORIZATION A MULITPOINT
INSPECTION WAS PERFORMED ON YOUR VEHICLE.
SEE THE ATTATCHED SHEET THAT HAS THE
FOLLOWING INDICATORS GREEN=GOOD, YELLOW=WILL
NEED ATTENTION IN THE FUTURE & RED RECOMMEND
IMMEDIATE REPAIRS AS PER CUST RE
999 INC 0.00 0.00 0 0 0.00 0.00
C** BATTERY CHECKED AND IN GOOD CONDITION
GBATT BATTERY CHECKED AND IN GOOD CONDITION
999 INC 0.00 0.00 0 0 0.00 0.00
D** BRAKE LINING WEAR CHECKED. BRAKES WEARING OK AT THIS TIME.
GBK BRAKE LINING WEAR CHECKED. BRAKES WEARING OK
AT THIS TIME.
999 INC 0.00 0.00 0 0 0.00 0.00
E** TIRE TREAD WEAR CHECKED. TIRES WEARING OK AT THIS TIME.

WE APPRECIATE YOUR BUSINESS

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WE ALSO HAVE NEW AND USED FORDS,- NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

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SATURDAY
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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

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

THIS IS YOUR RECEIPT AND CLAIM CHECK.
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SEP-02-2011 08:38AM FROM-Sunrise Ford Service +9098221709 T-287 P.002/003 F-258

SUNRISE FORD

Quick Lane
TIRE & AUTO CENTER
Where Integrity Has Meaning
16005 VALLEY BLVD.
P.O. BOX 2469 (92334)
FONTANA, CA 92335
PHONE: (909) 822-4401
BAR # ARD214058 EPA # CAR88013

CUSTOMER #: FB1160
UNIT# FB1160

141535

ACCOUNTING

PAGE 2

[redacted]
FONTANA, CA [redacted]
[redacted] CONT:N/A
[redacted] CELL:

SERVICE ADVISOR: 292 Carolyn Adams

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	11	FORD FOCUS	1FAHP3FN8BW[redacted]		120/120	T120

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV10 DE			08:00 13DEC10		0.00	CASH	30NOV10

R.O. OPENED	READY	OPTIONS.
29NOV10	30NOV10	STK:FB1160 DLR:71G152

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
GTIRE TIRE TREAD WEAR CHECKED. TIRES WEARING OK AT THIS TIME.											
	999		INC	0.00	0.00	0	0			0.00	0.00

SERVICE INVOICE
B.A.R # AM214058
E.P.A. # CAR000088013
SERVICE HOURS
MON THRU FRI 7 AM TO 7 PM SAT 8 AM TO 5 PM
CALL OUR DIRECT NUMBER FOR PARTS AND SERVICE
909-434-0473

*** NO RO PUNCH TIMES ON FILE ***

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
57200	0	0		57500	7500	7500	
57300	0	0		11400	7500	*******	
77310	0	*******					

COST, SALE, & COMP TOTALS 7500 7500 0

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SATURDAY
8:00 A.M. TO 5:00 P.M.

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CUSTOMER SIGNATURE

X

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

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P.O. BOX 2469 (92334)
FONTANA, CA 92335
PHONE: (909) 822-4401

BAR # ARD214058 EPA # CAR88013

CUSTOMER #: FB1160
UNIT# FB1160

158901

INVOICE

PAGE 1

[redacted]

FONTANA, CA [redacted]

CONT:N/A
CELL:

SERVICE ADVISOR: 719 FELIPE J LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STERLING G	11	FORD FOCUS	1FAHP3FN8BW[redacted]		18714/18721	T2821

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV10 DD			09:12 11JUL11		0.00	CASH	08JUL11

R.O. OPENED	READY
08JUL11	08JUL11

OPTIONS: STK:FB1160 DLR:71G152

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CHECK AND ADVISE CHECK ENGINE LIGHT IS ON. FELT A LACK OF POWER
CAUSE: 18721 DIAG TEST EEC SYSTEM CODE P0171 PERF PINPOINT TEST ACCES
DCL MONITOR AND RECORD DIAG AND FOUND FUEL TRIMS AT 25% CONTACT
FORD TECH
14000 SERVICE MAINTAINANCE
239 MORENO,JOSE LIC#: 239
W94 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2935

The Fan is not on Here

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

18721 DIAG TEST EEC SYSTEM CODE P0171 PERF PINPOINT TEST ACCES DCL MONITOR AND RECORD DIAG AND FOUND FUEL TRIMS AT 25% CONTACT FORD TECH HOTLINE DIAG CHECK FOR VAC LEAKS NO LEAKS FOUND ADVISE TO DRAIN FUEL TANK AND REFILL WITH KNOWN 87OCTANE FUEL CUST TO PICK UP VEHICLE AND REFILL WITH 87OCTAN FUEL NO REPAIRS PERF AT THIS TIME.

****

B CHECK AND ADVISE ENGINE FAN EXCESSIVELY LOUD. CAN HEAR OVER RADIO
CAUSE: 18721 DIAG INSP AND ROAD TEST VEHICLE TURN FAN MANUALLY FOUND
ENGINE FAN NORMAL OPERATION AT THIS TIME.
6000 ENGINE REPAIR / EXHAUST SYSTEM OR
DIFFERENTIAL AND REAR SUSPENSION REPAIR
239 MORENO,JOSE LIC#: 239
W94 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2935

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

18721 DIAG INSP AND ROAD TEST VEHICLE TURN FAN MANUALLY FOUND ENGINE FAN NORMAL OPERATION AT THIS TIME.

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE INLAND EMPIRES QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS, NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

OUR SERVICE CENTER IS OPEN
MONDAY THRU FRIDAY
7:00 A.M. TO 7:00 P.M.
SATURDAY
8:00 A.M. TO 5:00 P.M.

STOP BY AND SEE US FOR YOUR REGULAR SERVICE MAINTENANCE.

NOTICE TO CONSUMER:
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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

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

THIS IS YOUR RECEIPT AND CLAIM CHECK.
ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.

CUSTOMER COPY

SUNRISE FORD

Quick Lane
TIRE & AUTO CENTER
Where Integrity Has Meaning

16005 VALLEY BLVD.
P.O. BOX 2469 (92334)
FONTANA, CA 92335
PHONE: (909) 822-4401

BAR # ARD214058 EPA # CAR88013

CUSTOMER #: FB1160
UNIT# FB1160

158901

INVOICE

PAGE 2

[redacted]

FONTANA, CA [redacted]
HOM[redacted] CONT:N/A
BUS[redacted] CELL:

SERVICE ADVISOR: 719 FELIPE J LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STERLING G	11	FORD FOCUS	1FAHP3FN8BW[redacted]		18714/18721	T2821

DEL DATE	PROD. DATE	WARR EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
27NOV10 DD			09:12 11JUL11		0.00	CASH	08JUL11

R.O. OPENED	READY	OPTIONS:
08JUL11	08JUL11	STK:FB1160 DLR:71G152

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

C AS PER YOUR AUTHORIZATION A MULITPOINT INSPECTION WAS PERFORMED ON
YOUR VEHICLE. SEE THE ATTATCHED SHEET THAT HAS THE FOLLOWING
INDICATORS GREEN=GOOD, YELLOW=WILL NEED ATTENTION IN THE FUTURE
& RED-RECOMMEND IMMEDIATE REPAIRS AS PER CUST RE
99P AS PER YOUR AUTHORIZATION A MULITPOINT
INSPECTION WAS PERFORMED ON YOUR VEHICLE.
SEE THE ATTATCHED SHEET THAT HAS THE
FOLLOWING INDICATORS GREEN=GOOD, YELLOW=WILL
NEED ATTENTION IN THE FUTURE & RED-RECOMMEND
IMMEDIATE REPAIRS AS PER CUST RE
239 MORENO,JOSE LIC#: 239
INC 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

D** TIRE TREAD WEAR CHECKED.MARGINAL TREAD REMAINING. TIRE(S) WILL
REQUIRE REPLACEMENT IN THE NEAR FUTRUE.
YTIRE TIRE TREAD WEAR CHECKED.MARGINAL TREAD
REMAINING. TIRE(S) WILL REQUIRE REPLACEMENT
IN THE NEAR FUTRUE.
999 INC 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

****

E** BRAKE LINING WEAR CHECKED. MARGINAL BRAKE LINING REMAINING, AND
WILL REQUIRE REPLACEMENT IN THE NEAR FUTURE.
YBK BRAKE LINING WEAR CHECKED. MARGINAL BRAKE
LINING REMAINING, AND WILL REQUIRE
REPLACEMENT IN THE NEAR FUTURE.
999 INC 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

****

F** BATTERY CHECKED AND IN GOOD CONDITION

WE APPRECIATE YOUR BUSINESS

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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

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

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CUSTOMER COPY

SUNRISE FORD

Quick Lane
TIRE & AUTO CENTER
Where Integrity Has Meaning

16005 VALLEY BLVD.
P.O. BOX 2469 (92334)
FONTANA, CA 92335
[redacted]

BAR # ARD214058 EPA # CAR88013

CUSTOMER #: FB1160
UNIT# FB1160

158901

INVOICE

[redacted]

FONTANA, CA [redacted]

[redacted] CONT:N/A
CELL:

[redacted]

SERVICE ADVISOR: 719 FELIPE J LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STERLING G	11	FORD FOCUS	1FAHP3FN8BW[redacted]		18714/18721	T2821

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV10 DD			09:12 11JUL11		0.00	CASH	08JUL11

R.O. OPENED	READY	OPTIONS:
08JUL11	08JUL11	STK:FB1160 DLR:71G152

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	GBATT	BATTERY CHECKED AND IN GOOD CONDITION					
	999		INC	0.00			(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

****

G** SET TIRE PRESSURE PER FACTORY SPECS
TPR SET TIRE PRESSURE PER FACTORY SPECS
999 INC 0.00 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

****

SERVICE INVOICE
B.A.R # AM214058
E.P.A. # CAR000088013
SERVICE HOURS
MON THRU FRI 7 AM TO 7 PM SAT 8 AM TO 5 PM
CALL OUR DIRECT NUMBER FOR PARTS AND SERVICE
[redacted]

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE INLAND EMPIRES QUALITY SERVICE CENTER.

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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

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

THIS IS YOUR RECEIPT AND CLAIM CHECK.
ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.

CUSTOMER COPY

CUSTOMER #: FB1160
UNIT# FB1160

159388

INVOICE

PAGE 1

SUNRISE FORD
Quick Lane
TIRE & AUTO CENTER
Where Integrity Has Meaning
16005 VALLEY BLVD.
P.O. BOX 2469 (92334)
FONTANA, CA 92335
PHONE: (909) 822-4401
BAR # ARD214058 EPA # CAR88013

[redacted]
FONTANA, CA [redacted]
[redacted] ONT:N/A
[redacted] ELL:

SERVICE ADVISOR: 719 FELIPE J LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	11	FORD FOCUS	1FAHP3FN8BW[redacted]		19178/19191	T9311

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV10 DD			12:36 15JUL11		0.00	CASH	14JUL11

R.O. OPENED	READY	OPTIONS:
14JUL11	14JUL11	STK:FB1160 DLR:71G152

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CHECK AND ADVISE CHECK ENGINE LIGHT IS ON. CAME ON SUNDAY @ 5:30 PM
AFTER FUELING.
14000 SERVICE MAINTAINANCE
239 MORENO,JOSE LIC#: 239
I 1.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

19191 DIAG 1.00 TEST EEC SYSTEM CODES P0171 PERF PINPOINT TEST
ACCESS DCL MONITOR AND FOUND MAF SENSOR VOLTAGE AT 0.41V VERY LOW PERF
INSP AND REMOVE MAF SENSOR DIAG AND FOUN DEBRIS STUCK IN MAF SENSOR
CLEAN MAF SENSOR AND RETEST NOW VOLTAGE AT 0.71V RETST AND ROAD TEST
SYSTEM NORMAL OPERATION.
****

B CHECK AND ADVISE AFTER UPSHIFTING PAST 1ST GEAR, FEELS A LACK OF
POWER
CAUSE: 19191 SEE LINE A FOR REP SEE LINE A FOR REPAIRS
14000 SERVICE MAINTAINANCE
239 MORENO,JOSE LIC#: 239
W94 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2935
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

19191 SEE LINE A FOR REP SEE LINE A FOR REPAIRS
****

C CHECK AND ADVISE INTERMITTENTLY WHEN STARTING VEHICLE HEARS A BELT
SQUEAL
6000 ENGINE REPAIR / EXHAUST SYSTEM OR
DIFFERENTIAL AND REAR SUSPENSION REPAIR
138 RODRIGUEZ,JESSE LIC#: 138
W94 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE
X

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

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CUSTOMER COPY

SUNRISE FORD

Quick Lane
TIRE & AUTO CENTER
Where Integrity Has Meaning

16005 VALLEY BLVD.
P.O. BOX 2469 (92334)
FONTANA, CA 92335
PHONE: (909) 822-4401

BAR # ARD214058 EPA # CAR88013

CUSTOMER #: FB1160
UNIT# FB1160

159388

INVOICE

PAGE 2

[redacted]
FONTANA, CA [redacted]

SERVICE ADVISOR: 719 FELIPE J LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	11	FORD FOCUS	1FAHP3FN8BW[redacted]		19178/19191	T9311

DEL DATE	PROD. DATE	WARR EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
27NOV10 DD			12:36 15JUL11		0.00	CASH	14JUL11

R.O. OPENED	READY	OPTIONS:
14JUL11	14JUL11	STK:FB1160 DLR:71G152

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

19191 VERIFIED CONCERN. CONTACT ID 104703679. CHECKED TSB'S AND SSM'S. CUSTOMER CAN NOT LEAVE VEHICLE. WILL RETURN SO WE MAY FURTHER INSPECT

****

D CHECK AND ADVISE AT A STOP AT IDLE, CAN HEAR COOLANT FAN/NOISY

13000 ELECTICAL REPAIR

138 RODRIGUEZ,JESSE LIC#: 138

W94 0.00 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

19191 RELATED TO CONCERN ON LINE D.

****

E AS PER YOUR AUTHORIZATION A MULITPOINT INSPECTION WAS PERFORMED ON YOUR VEHICLE. SEE THE ATTATCHED SHEET THAT HAS THE FOLLOWING INDICATORS GREEN=GOOD, YELLOW=WILL NEED ATTENTION IN THE FUTURE & RED-RECOMMEND IMMEDIATE REPAIRS AS PER CUST RE

99P AS PER YOUR AUTHORIZATION A MULITPOINT INSPECTION WAS PERFORMED ON YOUR VEHICLE. SEE THE ATTATCHED SHEET THAT HAS THE FOLLOWING INDICATORS GREEN=GOOD, YELLOW=WILL NEED ATTENTION IN THE FUTURE & RED-RECOMMEND IMMEDIATE REPAIRS AS PER CUST RE

239 MORENO,JOSE LIC#: 239

INC 0.00 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

19191 PERF INSP SEE SHEET.

****

F** TIRE TREAD WEAR CHECKED.MARGINAL TREAD REMAINING. TIRE(S) WILL REQUIRE REPLACEMENT IN THE NEAR FUTRUE.

YTIRE TIRE TREAD WEAR CHECKED.MARGINAL TREAD REMAINING. TIRE(S) WILL REQUIRE REPLACEMENT IN THE NEAR FUTRUE.

999 INC 0.00 (N/C)

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CUSTOMER SIGNATURE

X

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

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SUNRISE FORD

Quick Lane
TIRE & AUTO CENTER
Where Integrity Has Meaning

16005 VALLEY BLVD.
P.O. BOX 2469 (92334)
FONTANA, CA 92335
PHONE: (909) 822-4401

BAR # ARD214058 EPA # CAR88013

CUSTOMER #: FB1160
UNIT# FB1160

159388

INVOICE

PAGE 3

[redacted]

FONTANA, CA [redacted]

[redacted] CONT:N/A
CELL:

SERVICE ADVISOR: 719 FELIPE J LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	11	FORD FOCUS	1FAHP3FN8B[redacted]		19178/19191	T9311

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV10 DD			12:36 15JUL11		0.00	CASH	14JUL11

R.O. OPENED	READY	OPTIONS:
14JUL11	14JUL11	STK:FB1160 DLR:71G152

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

****

G** BRAKE LINING WEAR CHECKED. MARGINAL BRAKE LINING REMAINING, AND
WILL REQUIRE REPLACEMENT IN THE NEAR FUTURE.
YBK BRAKE LINING WEAR CHECKED. MARGINAL BRAKE
LINING REMAINING, AND WILL REQUIRE
REPLACEMENT IN THE NEAR FUTURE.
999 INC 0.00 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

****

H** BATTERY CHECKED AND IN GOOD CONDITION
GBATT BATTERY CHECKED AND IN GOOD CONDITION
999 INC 0.00 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00

****

I** SET TIRE PRESSURE PER FACTORY SPECS
TPR SET TIRE PRESSURE PER FACTORY SPECS
999 INC 0.00 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE I: 0.00

****

SERVICE INVOICE
B.A.R # AM214058
E.P.A. # CAR000088013
SERVICE HOURS
MON THRU FRI 7 AM TO 7 PM SAT 8 AM TO 5 PM
CALL OUR DIRECT NUMBER FOR PARTS AND SERVICE
909-434-0473

WE APPRECIATE YOUR BUSINESS

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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE

X

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

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FONTANA, CA 92335
PHONE: (909) 822-4401
BAR # ARD214058 EPA # CAR88013

CUSTOMER #: FB1160
UNIT# FB1160

159802

INVOICE

PAGE 1

[redacted]

FONTANA, CA [redacted]

CONT:N/A
CELL:

SERVICE ADVISOR: 719 FELIPE J LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	11	FORD FOCUS	1FAHP3FN8BW[redacted]		19611/19614	T9003

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV10 DD			WAIT 21JUL11		0.00	CASH	21JUL11

R.O. OPENED	READY	OPTIONS:
19JUL11	21JUL11	STK:FB1160 DLR:71G152

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A OIL & FILTER CHANGE, MULTI POINT INSPECTION
FM1 OIL & FILTER CHANGE, MULTI POINT INSPECTION
296 AGUILAR, RICARDO LIC#: 296
IFS 0.30 (N/C)
1 FL*910*S FILTER ASY - OIL (N/C)
5 XO5W20QSP MOTORCRAFT OIL (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

19614 0.30 LOF TOPPED ALL FLUIDS CORRECTED TIRE PSI CK ALL BELTS AND HOSES.

****

B CHECK AND ADVISE REAR TRUNK IS OUT OF ALIGNMENT. LEFT SIDE HAS A WIDER GAP
CAUSE: 19614 ADJUSTED AND ALIGNED TRUNK LID.
15000 SERVICE BAY DIAGNOIS, SBDS
755 EVANS,GEORGE D LIC#: 755
W94 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
4395
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

19614 ADJUSTED AND ALIGNED TRUNK LID.

****

C CHECK AND ADVISE INTERMITTENTLY WHILE DRIVING BLUE TOOTH WILL DROP CALLS
CAUSE: 19614 IDS TESTS FOUND CODE U3000 FOR APIM. DIAG PER WSM FOUND FAULTY APIM. SPECIAL ORDERED PART. CUSTOMER TO RETURN WHEN PART IS AVAILABLE
13000 ELECTICAL REPAIR
755 EVANS,GEORGE D LIC#: 755
W94 0.00 (N/C)
FC: PART#: COUNT:

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE INLAND EMPIRES QUALITY SERVICE CENTER.

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CUSTOMER SIGNATURE

X

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

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SUNRISE FORD

Quick Lane
TIRE & AUTO CENTER

Where Integrity Has Meaning

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P.O. BOX 2469 (92334)
FONTANA, CA 92335
PHONE: (909) 822-4401

BAR # ARD214058 EPA # CAR89013

CUSTOMER #: FB1160
UNIT# FB1160

159802

INVOICE

[redacted]

FONTANA, CA [redacted]

PAGE 2

[redacted]ONT:N/A
[redacted]ELL:

SERVICE ADVISOR: 719 FELIPE J LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	11	FORD FOCUS	1FAHP3FN8BW[redacted]		19611/19614	T9003

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV10 DD			WAIT 21JUL11		0.00	CASH	21JUL11

R.O. OPENED	READY	OPTIONS:
19JUL11	21JUL11	STK:FB1160 DLR:71G152

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

CLAIM TYPE:
AUTH CODE:
4395

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

19614 IDS TESTS FOUND CODE U3000 FOR APIM. DIAG PER WSM FOUND FAULTY APIM. SPECIAL ORDERED PART. CUSTOMER TO RETURN WHEN PART IS AVAILABLE.

****

D TODAY WHEN STARTING VEHICLE AFTER WORK, STARTED VEHICLE. WENT TO REMOVE HAND BRAKE AND NOTICED VEHICLE HAD SHUT OFF. HEARD A BUZZING TYPE COMPUTER NOISE AND THEN HEARD VEHICLE RESTART AGAIN ON ITS OWN. ONLY ACTED UP ONCE

CAUSE: 19614 COULD NOT VERIFY REPAIR. VEHICLE STARTS PROPERLY AT THIS TIME.

13000 ELECTICAL REPAIR

755 EVANS,GEORGE D LIC#: 755

W94 0.00 (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
4395

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

19614 COULD NOT VERIFY REPAIR. VEHICLE STARTS PROPERLY AT THIS TIME.

****

E CHECK AND ADVISE AFTER UPSHIFTING INTO SECOND GEAR, LIGHT TRHOTTLE AND LIGHT ACCEL. WILL HEAR BELT CHIRP ON ACCEL AND RATTLES FROM UNDER VEHICLE

CAUSE: 19614 SERP BELT TENSIONER INSPECT VEHICLE AS TO VERIFY CONCERN AFTER INSPECTION FOUND SERP BELT TENSIONER BOUNCING EXESSISIVE AND CAUSING

6000 ENGINE REPAIR / EXHAUST SYSTEM OR

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE INLAND EMPIRES QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS,- NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

OUR SERVICE CENTER IS OPEN
MONDAY THRU FRIDAY
7:00 A.M. TO 7:00 P.M.
SATURDAY
8:00 A.M. TO 5:00 P.M.

STOP BY AND SEE US FOR YOUR REGULAR SERVICE MAINTENANCE.

NOTICE TO CONSUMER:
I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and/or receipt of vehicle. I also acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

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

THIS IS YOUR RECEIPT AND CLAIM CHECK.
ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.

CUSTOMER COPY

SUNRISE FORD

Quick Lane
TIRE & AUTO CENTER
Where Integrity Has Meaning

16005 VALLEY BLVD.
P.O. BOX 2469 (92334)
FONTANA, CA 92335
PHONE: (909) 822-4401

BAR # ARD214058 EPA # CAR88013

CUSTOMER #: FB1160
UNIT# FB1160

159802

INVOICE

PAGE 3

[redacted]
FONTANA, CA [redacted]
[redacted] ONT:N/A
[redacted] ELL:

SERVICE ADVISOR: 719 FELIPE J LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	11	FORD FOCUS	1FAHP3FN8BW[redacted]		19611/19614	T9003

DEL DATE	PROD. DATE	WARR EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV10 DD			WAIT 21JUL11		0.00	CASH	21JUL11

R.O. OPENED	READY	OPTIONS:
19JUL11	21JUL11	STK:FB1160 DLR:71G152

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

DIFFERENTIAL AND REAR SUSPENSION REPAIR
138 RODRIGUEZ,JESSE LIC#: 138
W94 0.00 (N/C)
1 6E5Z*6A228*B PULLEY ASY - TENSION (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
9614
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

19614 SERP BELT TENSIONER INSPECT VEHICLE AS TO VERIFY CONCERN AFTER INSPECTION FOUND SERP BELT TENSIONER BOUNCING EXESSISIVE AND CAUSING NOISEY OPERATION REPLACE TENSIONER AS TO CORRECT NOISEY OPERATION
****

F CHECK AND ADVISE WHILE DRIVING FEELS A LACK OF POWER ON ACCEL. ALL GEARS ABOVE SECOND GEAR
CAUSE: 19614 DIAG TEST EEC SYSTEM NO CODES IN SYSTEM FUEL TRIMS 2% FUEL PRESSURE 39PSI RUN OASIS NO MESSAGES FOUND PERTAINING TO CONCERN ROAD TES
14000 SERVICE MAINTAINANCE
239 MORENO,JOSE LIC#: 239
W94 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2935
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

19614 DIAG TEST EEC SYSTEM NO CODES IN SYSTEM FUEL TRIMS 2% FUEL PRESSURE 39PSI RUN OASIS NO MESSAGES FOUND PERTAINING TO CONCERN ROAD TEST VEHICLE 10 MILES SYSTEM NORMAL OPERATION AT THIS TIME.
****

G DAILY RENTAL

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE INLAND EMPIRES QUALITY SERVICE CENTER.

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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

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

THIS IS YOUR RECEIPT AND CLAIM CHECK.
ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.

CUSTOMER COPY

SUNRISE FORD

Quick Lane TIRE & AUTO CENTER

Where Integrity Has Meaning

16005 VALLEY BLVD.
P.O. BOX 2489 (92334)
FONTANA, CA 92335
PHONE: (909) 822-4401

BAR # ARD214058 EPA # CAR88013

CUSTOMER #: FB1160
UNIT# FB1160

159802

INVOICE

[redacted]

FONTANA, CA [redacted]

[redacted] CONT:N/A
CELL:

PAGE 4

SERVICE ADVISOR: 719 FELIPE J LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	11	FORD FOCUS	1FAHP3FN8B[redacted]		19611/19614	T9003

DEL DATE	PROD. DATE	WARR EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV10 DD			WAIT 21JUL11		0.00	CASH	21JUL11

R.O. OPENED	READY	OPTIONS:
19JUL11	21JUL11	STK:FB1160 DLR:71G152

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

CAUSE:

RENTAL DAILY RENTAL

999 W94 0.00 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

****

H AS PER YOUR AUTHORIZATION A MULITPOINT INSPECTION WAS PERFORMED ON
YOUR VEHICLE. SEE THE ATTATCHED SHEET THAT HAS THE FOLLOWING
INDICATORS GREEN=GOOD, YELLOW=WILL NEED ATTENTION IN THE FUTURE
& RED-RECOMMEND IMMEDIATE REPAIRS AS PER CUST RE

99P AS PER YOUR AUTHORIZATION A MULITPOINT
INSPECTION WAS PERFORMED ON YOUR VEHICLE.
SEE THE ATTATCHED SHEET THAT HAS THE
FOLLOWING INDICATORS GREEN=GOOD, YELLOW=WILL
NEED ATTENTION IN THE FUTURE & RED-RECOMMEND
IMMEDIATE REPAIRS AS PER CUST RE

296 AGUILAR, RICARDO LIC#: 296

INC 0.00 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00

19614 PERFORMEND INSPECTION

****

I** TIRE TREAD WEAR CHECKED. TIRES WEARING OK AT THIS TIME.

GTIRE TIRE TREAD WEAR CHECKED. TIRES WEARING OK
AT THIS TIME.

999 INC 0.00 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE I: 0.00

****

J** BRAKE LINING WEAR CHECKED. BRAKES WEARING OK AT THIS TIME.

GBK BRAKE LINING WEAR CHECKED. BRAKES WEARING OK
AT THIS TIME.

999 INC 0.00 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE J: 0.00

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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

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

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CUSTOMER COPY

SUNRISE FORD

Quick Lane
TIRE & AUTO CENTER
Where Integrity Has Meaning

16005 VALLEY BLVD.
P.O. BOX 2469 (92334)
FONTANA, CA 92335
PHONE: (909) 822-4401

BAR # ARD214058 EPA # CAR88013

CUSTOMER #: FB1160
UNIT# FB1160

159802

INVOICE

PAGE 5

[redacted]

FONTANA, CA [redacted]

CONT:N/A
CELL:

SERVICE ADVISOR: 719 FELIPE J LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	11	FORD FOCUS	1FAHP3FN8BW[redacted]		19611/19614	T9003

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV10 DD			WAIT 21JUL11		0.00	CASH	21JUL11

R.O. OPENED	READY	OPTIONS:
19JUL11	21JUL11	STK:FB1160 DLR:71G152

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
K** BATTERY CHECKED AND IN GOOD CONDITION								
	GBATT	BATTERY CHECKED AND IN GOOD CONDITION						
		999	INC	0.00				(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE K:		0.00
**********								
L** SET TIRE PRESSURE PER FACTORY SPECS								
	TPR	SET TIRE PRESSURE PER FACTORY SPECS						
		999	INC	0.00				(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE L:		0.00
**********								
M** CUSTOMER AUTH TO ADD FUEL $35.00								
	SUB	SUBLET						
		999	CP	0.00			0.00	0.00
SUBL	UNION76	5161683						
			CP				35.00	35.00
	FC:							
PARTS:	0.00	LABOR:	0.00	OTHER:	35.00	TOTAL LINE M:		35.00

****

SERVICE INVOICE
B.A.R # AM214058
E.P.A. # CAR000088013
SERVICE HOURS
MON THRU FRI 7 AM TO 7 PM SAT 8 AM TO 5 PM
CALL OUR DIRECT NUMBER FOR PARTS AND SERVICE
909-434-0473

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE INLAND EMPIRES QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS,- NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS.

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SATURDAY
8:00 A.M. TO 5:00 P.M.

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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	35.00
MISC. CHARGES/ADJ.	0.00
TOTAL CHARGES	35.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	35.00

THIS IS YOUR RECEIPT AND CLAIM CHECK.
ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.

CUSTOMER COPY

UNIT# FB1160
CUSTOMER #:FB1160

[redacted]

FONTANA, CA [redacted]

159802

WORKORDER

PAGE 1

SUNRISE FORD

Where Integrity Has Meaning
16005 VALLEY BLVD.
FONTANA, CA 92335-6419
PHONE: (909) 822-4401

[redacted] CONT:N/A
CELL:

SERVICE ADVISOR: 719 LOPEZ,FELIPE J

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	11	FORD FOCUS	1FAHP3FN8BW[redacted]		19611/	T9003

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.		PAYMENT	INV. DATE
27NOV10 DD			14:18 21JUL11		....	CASH	

R.O. OPENED	READY	OPTIONS: STK:FB1160 DLR:71G152
19JUL2011 17:09		

RECOMMENDED SERVICE
CURRENT MILEAGE19611

1P -ENGINE OIL AND FILTER CHANGE
230P -ROTATE TIRES
2P -DIESEL OIL CHANGE
5K -CHANGE ENGINE OIL AND FILTER
10K -10,000 MILE SERVICE

>> BASED ON THE CURRENT MILEAGE OF YOUR VEHICLE, OUR DEALERSHIP RECOMMENDS <<
>> THE ABOVE SERVICE BE PERFORMED NOW <<

W - O - R - K - O - R - D - E

LINE	OP CODE	TECH.	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A	FM1		IFS	OIL & FILTER CHANGE MULTI POINT INSPECTION
# B	15000		W94	CHECK AND ADVISE REAR TRUNK IS OUT OF ALIGNMENT. LEFT SIDE HAS A WIDER GAP
# C	13000		W94	CHECK AND ADVISE INTERMITTENTLY WHILE DRIVING BLUE TOOTH WILL DROP CALLS
# D	13000		W94	TODAY WHEN STARTING VEHICLE AFTER WORK, STARTED VEHICLE. WENT TO REMOVE HAND BRAKE AND NOTICED VEHICLE HAD SHUT OFF. HEARD A BUZZING TYPE COMPUTER NOISE AND THEN HEARD VEHICLE RESTART AGAIN ON ITS OWN. ONLY

FORD TRUCKS

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____
CUSTOMER SIGNATURE

CUSTOMER COPY

UNIT# FB1160
CUSTOMER #:FB1160

[redacted]

FONTANA, CA [redacted]

159802

WORKORDER

PAGE 2

SUNRISE FORD

Where Integrity Has Meaning

16005 VALLEY BLVD.
FONTANA, CA 92335-6419
PHONE: (909) 822-4401

[redacted] CONT:N/A
CELL:

SERVICE ADVISOR: 719 LOPEZ,FELIPE J

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
STERLING G	11	FORD FOCUS	1FAHP3FN8BW[redacted]		19611/	T9003

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.		PAYMENT	INV. DATE
27NOV10 DD			14:18 21JUL11		....	CASH	

R.O. OPENED	READY	OPTIONS: STK:FB1160 DLR:71G152
19JUL2011 17:09		

LINE	OP CODE	TECH.	TYPE	DESCRIPTIONS/INSTRUCTIONS
				ACTED UP ONCE
#	E / 6000		W94	CHECK AND ADVISE AFTER UPSHIFTING INTO SECOND GEAR, LIGHT TRHOTTLE AND LIGHT ACCEL, WILL HEAR BELT CHIRP ON ACCEL AND RATTLES FROM UNDER VEHICLE
#	F 14000		W94	CHECK AND ADVISE WHILE DRIVING FEELS A LACK OF POWER ON ACCEL, ALL GEARS ABOVE SECOND GEAR
#	G RENTAL		W94	DAILY RENTAL
#	H 99P		INC	AS PER YOUR AUTHORIZATION A MULITPOINT INSPECTION WAS PERFORMED ON YOUR VEHICLE. SEE THE ATTATCHED SHEET THAT HAS THE FOLLOWING INDICATORS GREEN=GOOD, YELLOW=WILL NEED ATTENTION IN THE FUTURE & RED-RECOMMEND IMMEDIATE REPAIRS AS PER CUST RE
				REPAIR PER ESTIMATE
				SERVICE INVOICE
				CALL 909-434-0473
				B.A.R.# AM214058
				E.P.A # CAR000088013

FORD QUALITY CARE TRUCKS

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caussd by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____
CUSTOMER SIGNATURE

CUSTOMER COPY

CITRUS MOTORS

FORD • LINCOLN • MERCURY • KIA

1375 S. WOODRUFF WAY - ONTARIO, CA 91761
(909) 390-0930 - FAX: (909) 390-0953

BAR#: AC-010541

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Saturday

R/O Open Date	R/O Number
8/01/11	6071824/1
R/O Close Date	**Status**
8/01/11	Pre-Invoice
Mileage In	**Mileage Out**
20465	20465
Service Advisor / Tag #	
DANIEL GARCIA/1166	

[redacted]
FONTANA, CA [redacted]

Work Phone	Vehicle Identification Number	
	1FAHP3FN8B[redacted]	
Home Phone	**Delivery Date**	**In-Service Date**
[redacted]		

Year	Make	Model	Body	Color	License Number
2011	FORD	FOCUS	4DR SDN SE	CHARCOAL	6PTG457

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - 00FOZ: MARKER 909-915-5936 CELL Sub Total: .00	
#3 - 99P: PERFORM MULTIPOINT INSPECTION Sub Total: .00	
#4 - DV: TUNE-UP DEPT CUST STATES VEHICLE HAS RATTLE NOISE BETWEEN 1ST 2ND AND 3RD GEAR ACCELERATION, VEH ALSO HAS LACK OF POWER, CHECK AND ADVISE Work performed by ROD ADAMS (444) ROAD TEST VEHICLE WITH CUSTOMER VERIFIED CONCERN W HEN VERIFIED NOISE CUSTOMER WAS LUGGING ENGINE Sub Total: .00	
#5 - QS: QUICK SERVICE DEPART CUST STATES LOUD POPPING NOISE AT IDLE POSSIBLE IDLER PULLEY, FAN BELT SQUEEKS AT TIME CHECK AND ADVISE Work performed by NICK SIMS (116) ROAD TESTED NOISE IS NORMAL FROM ENGINE Sub Total: .00 Sub Total: .00	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2008 ARKONA, Inc. - Dealership Application Group (800)945-1028

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	BGNEZ002 NHL			**Received:**	07/14/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2011,FOCUS (NA) ,SE ,4 DOOR ,SEDAN ,1FAHP3FN8BW[redacted]			**Build Date:**	11/10/2010
Odometer :	19,178 M	**Engine:**	2.0L 4V	**Calibration:**	AAU2PZ0A
Transmission:	MTX-75 E	**Axle:**	3.56 RATIO	**A/C:**	YES
Dealer:	USA 05539 Sunrise Ford			**Phone#:**	(909) 822-4401
City:	Fontana	**State:**	California	**Country :**	USA

Originator: FELIPE LOPEZ

Symptom: 4 48 1 39 ST/RN/MV,NOISE,RUN/STAND,INTERMITTENT

Status:

VFG: V89 RIDE & HANDLING

Additional Symptom: CHIRP/GRUNT NOISE

Fix: **Causal Component :**

Condition Code:

Hotliner: MCOUGH12 **Phone:** 000 248-8080 **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: FELIPE LOPEZ **Phone:** 000 000-0000 **Title Cde:** T

KOEO:
KOEC:
KOER:
Comments:

REPAIR 07/14/2011 07:50PM MARK COUGHLIN MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: IN SECOND GEAR ON ACCEL GRUNT NOISE FELT THRIUGHOUT AND INTERMITTENTLY HEARS A BELT CHIRP AT SAME TIME DIAGNOSTICS: VERIFIED CONCERN / NO TSBS OR SSMS FOUND. VERIFIED CONCERN PARTS REPLACED:: NONE TECH QUESTION: ANY KNOWN COCNERNS?

RECOMM 07/14/2011 07:50PM MARK COUGHLIN MSS - FCSD - TECH SVC HOTLINE
FELIPE, SOME BELT NOISE IS CONSIDERED NORMAL DEPENDING ON THE OPERATING CONDITIONS. REFER TO THE DRIVE BELT — NOISE/FLUTTER COMPONENT TEST IN SECTION 303-05 IN THE ONLINE WSM FOR ADDITIONAL DIAGNOSTICS. THE GRUNT NOISE AND VIBRATION FROM THE GRUNT CAN BE FROM AN ENGINE MOUNT, STEERING SYSTEM OR POSSIBLE THE TRANSMISSION. MAKE SURE TO ISOLATE THE NOISE TO A CERTAIN AREA ON THE VEHICLE. THERE ARE NO COMMON TRENDS REGARDING THIS CONCERN.

Folder Number: File Report To This Folder File Report To A Folder Options

Add Comments Previous Next Save Mail Report

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	BGHEI008 NHL			**Received:**	07/08/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2011,FOCUS (NA) ,SE ,4 DOOR ,SEDAN ,1FAHP3FN8BW[redacted]			**Build Date:**	11/10/2010
Odometer :	18,714 M	**Engine:**	2.0L 4V	**Calibration:**	AAU2PZ0A
Transmission:	MTX-75 E	**Axle:**	3.56 RATIO	**A/C:**	YES
Dealer:	USA 05539 Sunrise Ford			**Phone#:**	(909) 822-4401
City:	Fontana	**State:**	California	**Country :**	USA

Originator: JOSE MORENO

Symptom: 2 27 Q 68 AID/INFO,WNG IND/MESS/C,ENGINE IMAGE,STAYS ON

Status:

VFG: V29 CHECK ENGINE LIGHT

Additional Symptom: CEL P0171

Fix: **Causal Component :**

Condition Code:

Hotliner: LSTANL22 **Phone:** 313 317-4488 **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: JOSE MORENO **Phone:** 000 000-0000 **Title Cde:** T

KOEO:

KOEC: P0171

KOER:

Comments:

REPAIR 07/08/2011 06:05PM LAWRENCE STANLEY MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN: CHECK ENGINE LIGHT ON AND LACKS POWER DIAGNOSTICS: TEST EEC SYSTEM DCL MONITOR FOUND FUEL TRIM AT 25% PERF VAC LEAK TEST FOUND NO VAC LEAKS, CLEAR KAM FUEL TRIMS STILL AT 25% NO PCM UPDATE AVAILABLE.`BARO 152HZ NORMAL, PARTS REPLACED:: NONE TECH QUESTION: ANY KNOWN ISSUES ON THIS VEHICLE , RAN OASIS FOUND NO MESSAGES PERTAINING TO THIS CONCERN , TRYING TO GET INFO FROM CUST TO SEE IF THEY HAVE ADDED E85 FUEL. ANY HELP WILL BE APPRECIATED.

RECOMM 07/08/2011 06:05PM LAWRENCE STANLEY MSS - FCSD - TECH SVC HOTLINE JOSE, RECOMMEND LOOKING AT THE FOLLOWING INFORMATION FOR THIS DTC, AS WE HAVE NO COMMON TRENDS TO INFORM YOU OF AT THIS TIME PERTAINING TO THIS DTC FOR YOUR LISTED YEAR/MODEL. RECOMMEND MONITORING SHORT AND LONG TERM FUEL TRIMS AT IDLE AND AT 2500 RPM. FUEL TRIMS THAT ARE GREATER THAN +10% AT IDLE AND DROP BACK TO NORMAL (CLOSE TO 0%) AT 2500 RPM INDICATE AN UNMETERED AIR/VACUUM LEAK. IF THIS IS THE CASE, RECOMMEND BLOCKING OFF ALL EXTERNAL VACUUM SOURCES TO THE INTAKE MANIFOLD FOR TESTING. IF THE LEAN CONDITION IS STILL PRESENT, RECOMMEND USING THE SMOKE MACHINE TO SMOKE THE INTAKE MANIFOLD TO AID IN LOCATING A VACUUM LEAK. IF THE FUEL TRIMS REMAIN LEAN (+10% OR GREATER) OFF IDLE SUSPECT POOR FUEL QUALITY (POTENTIALLY E85 IN NON FLEX FUEL VEHICLE), LACK OF FUEL PRESSURE/VOLUME ON ACCELERATION, OR SENSOR RELATED CONCERN (MAF_V, TP_V, BARO, HO2S/HEGO/UEGO, LOAD_%, IAT, CHT/ECT). TO CHECK FOR E85 CONTENT IN THE FUEL, RECOMMEND PERFORMING A WATER TEST. USING A CLEAR BOTTLE, FILL IT HALFWAY WITH WATER, MARK THE LINE, ADD THE SAME AMOUNT OF FUEL FROM THE VEHICLE, MIX TOGETHER, AND ALLOW TO SEPARATE. THE ETHANOL WILL COMBINE WITH THE

WATER INCREASING THE WATER LEVEL. AN INCREASE OF WATER LEVEL UP TO 10% IS NORMAL GASOLINE. ANY MORE THAN 10% IS AN E85 MIX. IF AN E85 MIX IS EVIDENT, RECOMMEND DRAINING THE FUEL TANK COMPLETELY, DRY IT OUT, ADD KNOWN GOOD FUEL, CLEAR KAM, AND RETEST.

Download Options

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

Requester: LBINGHAM 29-Aug-2011

Report Summary **Ford Proprietary, Private** **Retention:** None

Server: ECCWS686

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
8/12/2011	[redacted]	1FAHP3FN8BW[redacted]	2011 FOCUS	01
CLOSED	CORRESPONDENCE - CORRESPONDENCE	1425272241		

Ford Confidential

All Action Details for Issue

Print

VIN: 1FAHP3FN8BW[redacted] **Year:** 2011 **Model:** FOCUS **Case:** 1425272241
Name: [redacted] **Owner Status:** Original **WSD:** 2010-11-27
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: CORRESPONDENCE - CORRESPONDENCE **Secondary Phone:**
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CALL THE CRC TO DISCUSS THIS MATTER
Dealer: **Origin Desc:** MANUAL - CORRESPONDENCE CSR
Odometer: 19611 MI **Comm Type:** SURVEY
Analyst Name: WILLIS, CHRISTOPHER **Analyst:** CWILL647
Action Date: 08/12/2011 **Action Time:** 11.48.46.630 **Action Data:** No

Comments CUSTOMER SAID: ONLINE SERVICE SURVEY FOR 7-19-2011; CUST VERY DISSATISF W/ SERVICE QUALITY AND FEELS THE DLRSHP CRM DIDN'T SEEM TO CARE ABOUT THE CUST'S SAFETY CONCERNS ALTHOUGH VEH WAS ALLEGED TO HAVE BEEN TAKEN 4 TIMES TO THE DLRSHP AND NOT FIXED.DEALER SAID: SUNRISE FORD SELLING DEALERS P & A CODE: 05539 SELLING DEALERS SALES CODE: F71152 SELLING DEALERS MAIN PHONE: 909-822-4401CRC ADVISED: CALL THE CRC TO DISCUSS THIS MATTER (DUE TO TIMEZONE RESTRICTION)*NEXT REP: ACKNOWLEDGE FMC RECEIPT OF CUST'S SERVICE SURVEY/ COMMENTS, AND VERIFY IF ANY CURRENT VEH ISSUES EXIST (AFTER LAST REPAIR VISIT); IF SO, DOCUMENT AND HANDLE ACCORDINGLY.**NOTE TO REP: CUST ALLEGES 4 VISITS TO THE DLRSHP WHICH HADN'T REPAIRED AN ISSUE, BUT WARR REPAIR HISTORY DOESN'T REFLECT MULTIPLE VISITS FOR ANY SINGLE ISSUE**

Ford Confidential

[redacted]

NORMAN TAYLOR
& ASSOCIATES
A Professional Law Corporation

NORMAN F. TAYLOR
JOHN K. CICCARELLI

425 WEST BROADWAY
SUITE 220
GLENDALE, CA 91204
TEL (818) 244-3905
FAX (818) 244-6052

August 21, 2012

Consumer Affairs Department
Ford Motor Company
Chris Buss, Esq.
Consumer Affairs-Litigation Prevention Dept.
P.O. Box 6248
Dearborn, MI 48121-6248

Re: [redacted] A. vs. Ford Motor Company, et al.
Vehicle: 2010 Ford Focus
VIN: AW[redacted]

Dear Ford Motor Company:

Please be advised that **Norman Taylor & Associates** represent the interests of [redacted] concerning his 2010 Ford Focus. In accordance with the Magnuson-Moss Warranty Act, 15 U.S.C.2310, you are hereby notified that my client is revoking acceptance of this vehicle. They have directed me to demand cancellation of all contracts related to or concerning the purchase of the subject vehicle and the return of all monies paid toward or owed on the subject vehicle, including any amounts paid or payable, down payment, all payments made, trade in value, and incidental and consequential damages.

Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. 2310 and in accordance with the Song-Beverly Consumer Warranty Act, California Civil Code Section 1790 et seq., [redacted] hereby requests that you comply with Civ. Code §1793.2(d)(2) and §1794 based on the following facts:

1. The vehicle was purchased new on February 7, 2010 from Bob Wondries Ford in the City of Alhambra, California. The vehicle came with a warranty as defined in the Act.

2. The vehicle is not fit for the ordinary purposes for which it was sold, and has exhibited substantial nonconformities that have required repeated warranty repairs. The nonconformities include but are not necessarily limited to:

   Defective Engine/Engine Control Systems: This vehicle has had continuous, severe engine problems throughout its service history. These defects include: repeated poor gas mileage problems; vehicle sputters and runs rough; vehicle stalls while driving (a serious safety issue) and the RPM'S needle wanders. Six (6) attempts have been made to repair this defect to no avail.

3. A reasonable opportunity to repair these non-conformities has taken place either directly or through agents. These nonconformities substantially impair the use, value and safety of this vehicle to [redacted].

Our client is entitled to full restitution under California Civ. Code § 1793.2(d)(2) and Civ. Code §1794 as well as under the Magnuson Moss Warranty Act 15 U.S.C. 2310 et seq., to date, as follows:

Actual Damages to Date

1.	Amount Paid & Payable	$19,745.12
2.	DMV Registration	$ TBD
3.	Car Rental Expense	$ TBD
4.	Towing Expense	$ TBD
5.	Repair Expense	$ TBD
6.	Add-on Expense	$ TBD
Actual Damages		**$19,745.12**

Our client will seek a civil penalty of twice the amount of their actual damages.

Civil Penalty.....$39,490.24.

Accordingly, at trial, the damages sought will be approximately $59,235.36.

In addition, our client is entitled to attorney fees and costs as provided in the statute. However, in the spirit of compromise and in the interest of settlement and to avoid protracted and unnecessary litigation, [redacted] hereby makes an offer to settle for $19,745.12 in actual damages, any and all incidental or consequential damages yet to be determined, **plus** $3,000.00 in attorney's fees, costs, and expenses. The vehicle will be returned to Bob Wondries Ford.

Once you have made the opportunity to review this matter, please advise us as to whether you wish to discuss settlement or defend. Please respond to this settlement demand no later than 30 days from the above date. Please do not communicate directly with our client with regard to this matter, and forward all communications to this office.

Very truly yours,

NORMAN TAYLOR & ASSOCIATES
A Professional Law Corporation

By: _____
Norman F. Taylor, Esq.

NFT/mb
Enclosures: Purchase Agreement
Dept. of Motor Vehicle Registration
Repair Orders

cc: [redacted]

AUTO 02/08/2012 TO 02/08/2013 11 [redacted]

REGISTRATION VALID FROM

VEHICLE IDENTIFICATION NUMBER
1FAHP3EN8AW[redacted]

BODY TYPE MODEL
4D

DATE ISSUED
12/16/2011

CYLS

DATE FIRST SOLD
00/00/2010

CLASS
DP

MAKE
FORD

YR

Yr Model
2010

TYPE VEH.
120

HP
G

AX

WC

UNLADEN/GCOW

TOTAL FEES PAID
$180

1900

REGISTERED OWNER

[redacted]
MONTEREY PARK CA [redacted]

LIENHOLDER

FORD MOTOR CRDT CO LLC
260 INTERSTATE N PKWY NW
ATLANTA
GA

R0069
L0081

0

[redacted]

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

[redacted]

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE

Dealer Number: 71E061 Contract Number: 37659 R.O.S. Number: 18037635 Stock Number: 3794
DATE: 02/07/2010 CONTROL # 103794 Salesperson: EDWIN ZARATE

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
IL No. C0059.0 [redacted] MONTEREY PARK, CA [redacted] LOS ANGELES		BOB WONDRTES FORD 400 S ATLANTIC BLVD ALHAMBRA, CA 91801

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under t agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finan Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contra

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2010	FORD FOCUS	7	1FAHP3EN8AW[redacted]	[X] personal, family or household [ ] business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 6500.00
6.75 %	$ 1317.98	$ 11927.19	$ 13245.18	$ 19745.18

(e) means an estimate

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
35 Payments	367.92	Monthly, Beginning 03/24/2010
N/A Payments	N/A	Monthly, Beginning N/A
One Final Payment	367.92	02/24/2013

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price $ 15488.00 (A)
   A. Cash Price of Motor Vehicle and Accessories
   1. Cash Price Vehicle $ 15488.00
   2. Cash Price Accessories $ N/A
   3. Other (Nontaxable)
      Describe N/A $ N/A
      Describe N/A $ N/A
   B. Document Preparation Fee (not a governmental fee) $ 55.00 (B)
   C. Smog Fee Paid to Seller $ N/A (C)
   D. (Optional) Theft Deterrent Device (to whom paid) $ N/A (D)
   E. (Optional) Theft Deterrent Device (to whom paid) $ N/A (E)
   F. (Optional) Theft Deterrent Device (to whom paid) $ N/A (F)
   G. (Optional) Surface Protection Product (to whom paid) $ N/A (G)
   H. (Optional) Surface Protection Product (to whom paid) $ N/A (H)
   I. Sales Tax (on taxable items in A through H) $ 1319.44 (I)
   J. Optional DMV Electronic Filing Fee $ N/A (J)
   K. (Optional) Service Contract (to whom paid) FORD EXP PLANS $ 1095.00 (K)
   L. (Optional) Service Contract (to whom paid) N/A $ N/A (L)
   M. (Optional) Service Contract (to whom paid) N/A $ N/A (M)
   N. (Optional) Service Contract (to whom paid) N/A $ N/A (N)
   O. (Optional) Service Contract (to whom paid) N/A $ N/A (O)
   P. Prior Credit or Lease Balance paid by Seller to N/A $ N/A (P)

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 are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

		Term	Premium
$ N/A	Ded. Comp., Fire & Theft	N/A Mos.	$ N/A
$ N/A	Ded. Collision	N/A Mos.	$ N/A
Bodily Injury	$ N/A Limits	N/A Mos.	$ N/A
Property Damage	$ N/A Limits	N/A Mos.	$ N/A
Medical	N/A	N/A Mos.	$ N/A
	N/A	N/A Mos.	$ N/A
Total Vehicle Insurance Premiums			$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not [redacted] obtain credit.

Buyer [redacted]
Co-Buy[redacted]
Seller [redacted] FORD

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

[ ] Credit Life: [ ] Buyer [ ] Co-Buyer [ ] Both
[ ] Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.		$ N/A
Credit Disability	N/A Mos.		$ N/A
Total Credit Insurance Premiums			$ N/A (b)

Insurance Company Name: N/A
Home Office Address: N/A
N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.
You are applying for the credit insurance marked above. Your signature below means that you agree

PE13-003 000788LCPV

K. (Optional) Service Contract (to whom paid) FIRST ESP PLANS $ 1095.00(K)
L. (Optional) Service Contract (to whom paid) N/A $ N/A(L)
M. (Optional) Service Contract (to whom paid) N/A $ N/A(M)
N. (Optional) Service Contract (to whom paid) N/A $ N/A(N)
O. (Optional) Service Contract (to whom paid) N/A $ N/A(O)
P. Prior Credit or Lease Balance paid by Seller to N/A $ N/A(P)
(see downpayment and trade-in calculation)
Q. (Optional) Gap Contract (to whom paid) N/A $ N/A(Q)
R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A(R)
S. Other (to whom paid) N/A $ N/A(S)
For N/A

Total Cash Price (A through S) $ 18153.44(1)

2. **Amounts Paid to Public Officials**
A. License Fees $ 178.00(A)
B. Registration/Transfer/Titling Fees $ 87.00(B)
C. California Tire Fees $ 8.75(C)
D. Other N/A $ N/A(D)
Total Official Fees (A through D) $ 273.75(2)

3. **Amount Paid to Insurance Companies**
(Total premiums from Statement of Insurance column a + b) $ N/A(3)

4. ☐ **Smog Certification or** ☐ **Exemption Fee Paid to State** $ N/A(4)

5. **Subtotal** (1 through 4) $ 18427.19(5)

6. **Total Downpayment**
A. Agreed-Trade-In Value Yr N/A Make N/A $ N/A(A)
Model N/A Odom N/A
VIN N/A
B. Less Prior Credit or Lease Balance $ N/A(B)
C. Net Trade-In (A less B) (indicate if a negative number) $ N/A(C)
D. Deferred Downpayment $ N/A(D)
E. Manufacturer's Rebate $ 2500.00(E)
F. Other N/A $ N/A(F)
G. Cash $ 4000.00(G)
Total Downpayment (C through G) $ 6500.00(6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. **Amount Financed** (5 less 6) $ 11927.19(7)

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in
installments of $ N/A $ N/A
from this Loan is shown in Item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:
☐ **Name of autobroker receiving fee, if applicable:**
N/A

sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability Insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).
You want to buy the credit insurance.

Date X Buyer Signature Age
Date X Co-Buyer Signature Age

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.
Term N/A Mos. N/A
Name of Gap Contract
I want to buy a gap contract.
Buyer Signs X

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.
1K Company FIRST ESP PLANS EXTRA CARE
Term 72 Mos. or 100000 Miles
1L Company N/A
Term N/A Mos. or N/A Miles
1M Company N/A
Term N/A Mos. or N/A Miles
1N Company N/A
Term N/A Mos. or N/A Miles
1O Company N/A
Term N/A Mos. or N/A Miles
Buyer [redacted]

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it [redacted] be binding.
Buyer Signs [redacted]
Co-Buyer Signs X

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back [redacted] cancel if Seller is unable to assign this contract to a financial institution will apply.
X Buyer [redacted] X Co-Buyer

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year . SELLER'S INITIALS

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
[redacted] **HAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.**

X

[redacted] holder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund the difference to you. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund due from the Seller.

shown in 6B. Seller will refund the difference to you. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Finance Charge or Lease Charge shown in 6B or any fees due from a dealer.

[redacted] Co-Buyer Signature X

Notice to Buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, [redacted] seller to make a unilateral change.

[redacted] Co-Buyer Signature X

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

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to certification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

[redacted] Date 02/07/10 Co-Buyer Signature X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X N/A Date N/A Guarantor X N/A Date N/A
Address N/A Address N/A

Seller Signs BOB VONDRIES FORD Date 02/07/10 By X _____ Title MANAGER

LAW FORM NO. 553-CA-ARB (REV. 1/10) M.S. PATENT NO. 0460,782 CaA00958 Home Ph # (626) 572-3930 Work Ph # (626) 421-2900
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CUSTOMER #: 103794
UNIT# 3794

388304

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 9180
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 9180

(626) 289-3591 · (323) 283-114

[redacted]

MONTEREY PARK, CA [redacted]

[redacted] N/A

[redacted] CELL:

[redacted]

BAR# ARD-008494 EPA# CAD98166997

SERVICE ADVISOR: 517 THOMAS MONCAYO JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		9252/9252	T8880

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07FEB10 DD	11NOV09		WAIT 17MAY10			CASH	17MAY10

R.O. OPENED	READY	OPTIONS:
11:14 17MAY10	12:00 17MAY10	STK:3794 DLR:1016 ENG:2.0L_DURATEC TRN:4_SPEED_AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A FORD BASIC MAINTANCE, ROTATE TIRES, CHANGE OIL AND FILTER, BATTERY
INSPECTION AND CHECK FLUIDS
CAUSE: 9252 MAINT 080 PEFORM THE BASIC MAINT SERVICE ROTATE TIRES ADJ
PRESSURE INSPECT BKS F-10MM-- R-4-32 -- TOP FLUIDS
BASICMAINT FORD BASIC MAINTANCE, ROTATE TIRES,
CHANGE OIL AND FILTER, BATTERY INSPECTION
AND CHECK FLUIDS
697 WQCM 0.70 (N/C)
1 FL*910* FILTER ASY - OIL (N/C)
5 XO*5W20*QSP OIL - ENGINE (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
9018
9252 MAINT 0.80 PEFORM THE BASIC MAINT SERVICE ROTATE TIRES ADJ
PRESSURE INSPECT BKS F/10MM-- R/4/32 -- TOP FLUIDS
****
B MULTI POINT INSPECTION COMPLETED
99P MULTI POINT INSPECTION COMPLETED
652 FERNANDO MARTINEZ LIC#: F MARTINEZ
ISERV 0.10 (N/C)
GBK BRAKE LININGS ARE OK AT THIS TIME
652 FERNANDO MARTINEZ LIC#: F MARTINEZ
ISERV 0.00 (N/C)
GBATT BATTERY CONDITION IS GOOD
652 FERNANDO MARTINEZ LIC#: F MARTINEZ
ISERV 0.00 (N/C)
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME
652 FERNANDO MARTINEZ LIC#: F MARTINEZ
ISERV 0.00 (N/C)
9252 652 99 INSP
****

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
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BODY SHOP FACILITIES • QUALITY REPAIRS
GUARANTEED ONE FULL YEAR
ALL WARRANTY WORK WELCOME
REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

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CUSTOMER SIGNATURE

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

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UNIT# 3794

388304

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400 S. ATLANTIC BLVD. · ALHAMBRA, CA 9180

(626) 289-3591 · (323) 283-114

[redacted]
MONTEREY PARK, CA [redacted]
[redacted] N/A
[redacted] CELL:

[redacted]

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 517 THOMAS MONCAYO JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		9252/9252	T8880

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
07FEB10 DD	11NOV09		WAIT 17MAY10			CASH	17MAY10

R.O. OPENED	READY	OPTIONS:
11:14 17MAY10	12:00 17MAY10	STK:3794 DLR:1016 ENG:2.0L_DURATEC TRN:4_SPEED_AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
EST: 0.00				17MAY10 11:14 SA: 517			

THANK YOU FOR YOUR BUSINESS
IF YOU ARE HAPPY WITH OUR SERVICE,
PLEASE TELL OTHERS, IF NOT, PLEASE LET ME
KNOW.
DAVID STEWART
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626)289-3591

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

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CUSTOMER SIGNATURE

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

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CUSTOMER #: 103794
UNIT# 3794

[redacted]

MONTEREY PARK, CA [redacted]

[redacted] CONT:N/A
CELL:

392372

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 9180
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 9180

(626) 289-3591 · (323) 283-114

PAGE 1

BAR# ARD-008494 EPA# CAD98166997

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8A[redacted]		13927/13927	T3760

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
07FEB10	DL11NOV09		18:30 01AUG10			OA	01AUG10

R.O. OPENED	READY
13:48 01AUG10	14:26 01AUG10

OPTIONS: STK:3794 DLR:1016 ENG:2.0L DURATEC
TRN:4 SPEED AUTO AXL:WW 3.34 FIANL DRIV 1)OWNER
ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A THE WORKS FOR $39.95 INCLUDES LUBE, OIL AND FILTER CHANGE WITH TIRE ROTATION, 27 POINT VEHICLE INSPECTION, CHECK FLUID LEVELS AND BATTERY INSPECTION PLUS $3.25 HAZARDOUS WASTE AND SALES TAX			
THEWORKS THE WORKS FOR $39.95, INCLUDES LUBE, OIL AND FILTER CHANGE WITH TIRE ROTATION, 27 POINT VEHICLE INSPECTION, CHECK FLUID LEVELS AND BATTERY INSPECTION PLUS $3.25 HAZARDOUS WASTE AND SALES TAX			
504 C 0.80		22.01	22.01
1 FL*910S* FILTER ASY - OIL	8.33	8.33	8.33
5 XO*5W*QSPB OIL 5W BULK	2.93	2.93	14.65
-1 6731 O/F DISCOUNT	1.70	1.70	-1.70
YH BOB WONDRIES FOR PROPER DISPOSAL OF HAZARDOUS WASTE DISPOSAL FEE			
504 C 0.80		3.25	3.25
13927 MAINT 0.80 THE WORKS			
**********			
B MULTI POINT INSPECTION COMPLETED			
99P MULTI POINT INSPECTION COMPLETED			
504 C 0.10		0.00	0.00
GBATR BATTERY CONDITION IS GOOD			
504 C 0.00		0.00	0.00
GBK BRAKE LININGS ARE OK AT THIS TIME			
504 C 0.00		0.00	0.00
GTTRL TIRE TREAD AND WEAR IS OK AT THIS TIME			
504 C 0.00		0.00	0.00
13927 MAINT 99P 0.10 INTBAKERS 8MMREAR 5/32 LIGHT SN WIPRES OK TIRSOK BATTERY OKFLDUISOKTOPFF			
**********			

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

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

CUSTOMER SIGNATURE

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
GUARANTEED ONE FULL YEAR
ALL WARRANTY WORK WELCOME
REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

CUSTOMER #: 103794
UNIT# 3794

392372

Bob Wondries Ford

INVOICE

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

[redacted]
MONTEREY PARK, CA [redacted]
[redacted] CONT:N/A
CELL:

PAGE 1

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8A[redacted]		13927/13927	T3760

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
07FEB10 DI	11NOV09		18:30 01AUG10			OA	01AUG10

R.O. OPENED	READY
13:48 01AUG10	14:26 01AUG10

OPTIONS: STK:3794 DLR:1016 ENG:2.0L DURATEC
TRN:4 SPEED AUTO AXL:WW 3.34 FIANL DRIV 1)OWNER
ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A THE WORKS FOR $39.95, INCLUDES LUBE, OIL AND FILTER CHANGE WITH TIRE ROTATION, 27 POINT VEHICLE INSPECTION, CHECK FLUID LEVELS AND BATTERY INSPECTION PLUS $3.25 HAZARDOUS WASTE AND SALES TAX			
THEWORKS THE WORKS FOR $39.95, INCLUDES LUBE, OIL AND FILTER CHANGE WITH TIRE ROTATION, 27 POINT VEHICLE INSPECTION, CHECK FLUID LEVELS AND BATTERY INSPECTION PLUS $3.25 HAZARDOUS WASTE AND SALES TAX			
504 C 0.80		22.01	22.01
1 FL*910S* FILTER ASY - OIL	8.33	8.33	8.33
5 XO*5W*QSPB OIL 5W-BULK	2.93	2.93	14.65
-1 6731 O/F DISCOUNT	1.70	1.70	-1.70
YH BOB WONDRIES FORD WILL OW SERVICE HAZARDOUS WASTE DISPOSAL FEE			
504 CHW 0.00		3.25	3.25
13927 MAINT 0.80 THE WORKS			
**********			
B MULTI POINT INSPECTION COMPLETED			
99P MULTI POINT INSPECTION COMPLETED			
504 C 0.10		0.00	0.00
GBATT BATTERY CONDITION IS GOOD			
504 C 0.00		0.00	0.00
GBK BRAKE LININGS ARE OK AT THIS TIME			
504 C 0.00		0.00	0.00
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME			
504 C 0.00		0.00	0.00
13927 MAINT 99P 0.10 FNTBAKERS BMMREAK 5/32 LIGHT SN WIPRES OK TIRSOK BATTERY OKFLDUISOKTOPFF			
**********			

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

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FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
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CUSTOMER SIGNATURE

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

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CUSTOMER #: 103794
UNIT# 3794

392372

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 9180
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 9180

(626) 289-3591 · (323) 283-114

[redacted]
MONTEREY PARK, CA [redacted]
[redacted] CONT:N/A
CELL:

PAGE 2

BAR# ARD-008494 EPA# CAD98166997

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]	[redacted]	13927/13927	T3760

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
07FEB10 DD	11NOV09		18:30 01AUG10			OA	01AUG10

R.O. OPENED	READY	OPTIONS:
13:48 01AUG10	14:26 01AUG10	STK:3794 DLR:1016 ENG:2.0L DURATEC TRN:4 SPEED AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

THANK YOU FOR YOUR BUSINESS
IF YOU ARE HAPPY WITH OUR SERVICE,
PLEASE TELL OTHERS. IF NOT, PLEASE LET ME
KNOW.
DAVID STEWART
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626)289-3591

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
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FACTORY CERTIFIED TECHNICIANS
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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	25.26
PARTS AMOUNT	21.28
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	46.54
LESS INSURANCE	48.61
SALES TAX	2.07
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER #: 103794
UNIT# 3794

397231

Bob Wondries Ford

INVOICE

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

[redacted]
MONTEREY PARK, CA [redacted]

PAGE 1

[redacted] CONT:N/A
CELL:

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 591 AMANDA RUSSELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8A[redacted]		17139/17156	T4465

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
07FEB10 DL	11NOV09		18:30 04NOV10			CASH	04NOV10

R.O OPENED	READY	OPTIONS:
09:31 04NOV10	13:52 04NOV10	STK:3794 DLR:1016 ENG:2.0L DURATEC TRN:4 SPEED AUTO AXL:WW 3.34 FIANL DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST STATES WHEN GOING OVER BUMPS HEARS A THUMP ON CHECK
NTF NO TROUBLE FOUND
333 C 0.00 0.00 0.00
****

B MULTI POINT INSPECTION COMPLETED
99P MULTI POINT INSPECTION COMPLETED
697ISERV 0.10 (N/C)
GBK BRAKE LININGS ARE OK AT THIS TIME
697ISERV 0.00 (N/C)
GBATT BATTERY CONDITION IS GOOD
697ISERV 0.00 (N/C)
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME
697ISERV 0.00 (N/C)
17139 697 99-P
****

C CUST STATES WHEN HE BOUGHT THE CAR GOT 35MILES TO TANK OF GAS NOW
ONLY GETS 24 CHECK
CAUSE: PERFORMED EEC TESTS NO STORED DTC AND ALL SYSTEMS PASS.
INSPECTED AIR CLEANER SYSTEM OK TRANSMISSION FLUID LEVEL OK.
EXHAUST SYSTEM OK,
MT MECHANICAL TIME
691 W 0.70 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
1796
17156 42 M-TIME 0.70 PERFORMED EEC TESTS NO STORED DTC AND ALL SYSTEMS PASS. INSPECTED AIR CLEANER SYSTEM, OK. TRANSMISSION FLUID LEVEL OK. EXHAUST SYSTEM OK. NO LEAKS OR RESTRICTION. ROAD TESTED FOR 17MILES AND RAN FUEL ECONOMY TEST WITH IDS. RECIEVED 29MG ON STREETS AND 34MPG ON HWY. NORMAL. ADVISED CUSTOMER THAT FUEL ECEONOMY MAY BE DIFFERENT ON ROAD AND DRIVING CONDITIONS.
****

D THE WORKS FOR $39.95, INCLUDES LUBE, OIL AND FILTER CHANGE WITH TIRE

OPEN 7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

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

CUSTOMER COPY

CUSTOMER #: 103794
UNIT# 3794

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INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

[redacted]

MONTEREY PARK, CA [redacted]

PAGE 2

[redacted] CONT:N/A
CELL:

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 591 AMANDA RUSSELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		17139/17156	T4465

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07FEB10 DD	11NOV09		18:30 04NOV10			CASH	04NOV10

R.O. OPENED	READY
09:31 04NOV10	13:52 04NOV10

OPTIONS: STK:3794 DLR:1016 ENG:2.0L_DURATEC
TRN:4_SPEED_AUTO AXL:WW_3.34 FIANL DRIV 1)OWNER
ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
ROTATION, 27 POINT VEHICLE, CHECK FLUID LEVELS AND BATTERY INSPECTION PLUS $3.25 HAZARDOUS WASTE AND SALES TAX			
WRKS THE WORKS FOR $39.95, INCLUDES LUBE, OIL AND FILTER CHANGE WITH TIRE ROTATION, 27 POINT VEHICLE, CHECK FLUID LEVELS AND BATTERY INSPECTION PLUS $3.25 HAZARDOUS WASTE AND SALES TAX			
697 C 0.80		15.00	15.00
1 FL*910S* FILTER ASY - OIL	6.69	6.69	6.69
5 XO*5W*QSPB OIL 5W-BULK	2.93	2.93	14.65
-1 6731 O/F DISCOUNT	1.70	1.70	-1.70
1 FA*1890* ELEMENT ASY - AIR CLEANER	24.98	24.98	24.98
YH BOB WONDRIES FORD YELLOW SERVICE HAZARDOUS WASTE DISPOSAL FEE			
697 C 0.00		3.25	3.25

17139 MAINT 0.80 PERFORM THE WORK SERVICE ROTATE TIRES ADJ PRESSURE INSPECT BKS F/8MM--- R/4/32 --- TOP FLUIDS

****

THANK YOU FOR YOUR BUSINESS
IF YOU ARE HAPPY WITH OUR SERVICE, PLEASE TELL OTHERS, IF NOT, PLEASE LET ME KNOW.
DAVID STEWART
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626)289-3591

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

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FACTORY CERTIFIED TECHNICIANS
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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	18.25
PARTS AMOUNT	44.62
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	62.87
LESS INSURANCE	0.00
SALES TAX	4.35
PLEASE PAY THIS AMOUNT	67.22

CUSTOMER COPY

CUSTOMER #: 103794
UNIT# 3794

397231

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

BAR# ARD-008494 EPA# CAD981669971

[redacted]

MONTEREY PARK, CA [redacted]

[redacted]

CONT:N/A
CELL:

PAID Date 11/04 Initials
☐ Cash $
☐ Credit Card ☐ Check #

INVOICE*
PAGE #

SERVICE ADVISOR: 591 AMANDA RUSSELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		17139/17156	T4465

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07FEB10 DD	11NOV09		18:30 04NOV10			CASH	04NOV10

R.O. OPENED	READY	OPTIONS:
09:31 04NOV10	13:52 04NOV10	STK:3794 DLR:1016 ENG:2.0L_DURATEC TRN:4_SPEED_AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST STATES WHEN GOING OVER BUMPS HEARS A THUMP ON CHECK
NTF NO TROUBLE FOUND
333 C 0.00 0.00 0.00
****

B MULTI POINT INSPECTION COMPLETED
99P MULTI POINT INSPECTION COMPLETED
697ISERV 0.10 (N/C)
GBK BRAKE LININGS ARE OK AT THIS TIME
697ISERV 0.00 (N/C)
GBATT BATTERY CONDITION IS GOOD
697ISERV 0.00 (N/C)
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME
697ISERV 0.00 (N/C)
17139 697 99-P
****

C CUST STATES WHEN HE BOUGHT THE CAR GOT 35MILES TO TANK OF GAS NOW ONLY GETS 24 CHECK
CAUSE: PERFORMED EEC TESTS, NO STORED DTC AND ALL SYSTEMS PASS. INSPECTED AIR CLEANER SYSTEM OK. TRANSMISSION FLUID LEVEL OK. EXHAUST SYSTEM OK,
MT MECHANICAL TIME
691 W 0.70 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
1796
17156 42 M-TIME 0.70 PERFORMED EEC TESTS. NO STORED DTC AND ALL SYSTEMS PASS. INSPECTED AIR CLEANER SYSTEM, OK. TRANSMISSION FLUID LEVEL OK. EXHAUST SYSTEM OK, NO LEAKS OR RESTRICTION. ROAD TESTED FOR 17MILES AND RAN FUEL ECONOMY TEST WITH IDS. RECIEVED 29MG ON STREETS AND 34MPG ON HWY. NORMAL. ADVISED CUSTOMER THAT FUEL ECEONOMY MAY BE DIFFERENT ON ROAD AND DRIVING CONDITIONS.
****

D THE WORKS FOR $39.95, INCLUDES LUBE, OIL AND FILTER CHANGE WITH TIRE

OPEN
7 DAYS A WEEK
PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
GUARANTEED ONE FULL YEAR
ALL WARRANTY WORK WELCOME
REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

STATEMENT OF DISCLAIMER
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CUSTOMER SIGNATURE

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

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CUSTOMER COPY

CUSTOMER #: 1037[illegible]
UNIT# 3794

PAID Date 11/4/10 Initials [illegible]

☐ Cash $ ☐ Credit Card ☐ Check #

397231 *INVOICE*

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801
(626) 289-3591 · (323) 283-1140

[redacted]
MONTEREY PARK, CA [redacted]
HOME [redacted] CONT:N/A
BUS: [redacted] CELL:

PAGE 2

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 591 AMANDA RUSSELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		17139/17156	T4465

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07FEB10 DD	11NOV09		18:30 04NOV10			CASH	04NOV10

R.O. OPENED	READY	OPTIONS
09:31 04NOV10	13:52 04NOV10	STK:3794 DLR:1016 ENG:2.0L DURATEC TRN:4 SPEED AUTO AXL:WW 3.34 FIANL DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
ROTATION, 27 POINT VEHICLE, CHECK FLUID LEVELS AND BATTERY INSPECTION PLUS $3.25 HAZARDOUS WASTE AND SALES TAX			
WRKS THE WORKS FOR $39.95, INCLUDES LUBE, OIL AND FILTER CHANGE WITH TIRE ROTATION, 27 POINT VEHICLE, CHECK FLUID LEVELS AND BATTERY INSPECTION PLUS $3.25 HAZARDOUS WASTE AND SALES TAX			
697 C 0.80		15.00	15.00
1 FL*910S* FILTER ASY - OIL	6.69	6.69	6.69
5 XO*5W*QSPB OIL 5W-BULK	2.93	2.93	14.65
-1 6731 O/P DISCOUNT	1.70	1.70	1.70
1 FA*1890* ELEMENT ASY - AIR CLEANER	24.98	24.98	24.98
VH BOB WONDRIES FORD YELLOW SERVICE HAZARDOUS WASTE DISPOSAL FEE			
697 [illegible] 0.00		3.25	3.25

17139 MAINT 0.80 PERFORM THE WORK SERVICE ROTATE TIRES ADJ PRESSURE
INSPECT BKS F/8MM- R/[illegible] TOP FLUIDS [illegible]

****

THANK YOU FOR YOUR BUSINESS
IF YOU ARE HAPPY WITH OUR SERVICE,
PLEASE TELL OTHERS, IF NOT, PLEASE LET ME
KNOW.
DAVID STEWART
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626)289-3591

OPEN
7 DAYS A WEEK
PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES • QUALITY REPAIRS
GUARANTEED ONE FULL YEAR
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REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	18.25
PARTS AMOUNT	44.62
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	62.87
LESS INSURANCE	0.00
SALES TAX	4.35
PLEASE PAY THIS AMOUNT	67.22

CUSTOMER COPY

PE13-003 000799LCPV

CUSTOMER #: 103794
UNIT# 3794

397231

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

[redacted]
MONTEREY PARK, CA [redacted]
[redacted] CONT:N/A
CELL:

PAGE 1

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 591 AMANDA RUSSELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8A[redacted]		17139/17156	T4465

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07FEB10 DL	11NOV09		18:30 04NOV10			CASH	04NOV10

R.O. OPENED	READY	OPTIONS:
09:31 04NOV10	13:52 04NOV10	STK:3794 DLR:1016 ENG:2.0L DURATEC TRN:4_SPEED_AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST STATES WHEN GOING OVER BUMPS HEARS A THUMP ON CHECK
NTF NO TROUBLE FOUND
333 C 0.00 0.00 0.00
****

B MULTI POINT INSPECTION COMPLETED
99P MULTI POINT INSPECTION COMPLETED
697ISERV 0.10 (N/C)
GBK BRAKE LININGS ARE OK AT THIS TIME
697ISERV 0.00 (N/C)
GBATT BATTERY CONDITION IS GOOD
697ISERV 0.00 (N/C)
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME
697ISERV 0.00 (N/C)
17139 697 99-P
****

C CUST STATES WHEN HE BOUGHT THE CAR GOT 35MILES TO TANK OF GAS NOW
ONLY GETS 24 CHECK
CAUSE: PERFORMED EEC TESTS. NO STORED DTC AND ALL SYSTEMS PASS.
INSPECTED AIR CLEANER SYSTEM, OK. TRANSMISSION FLUID LEVEL OK.
EXHAUST SYSTEM OK,
MT MECHANICAL TIME
691 W 0.70 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
1796
17156 42 M-TIME 0.70 PERFORMED EEC TESTS. NO STORED DTC AND ALL SYSTEMS PASS. INSPECTED AIR CLEANER SYSTEM, OK. TRANSMISSION FLUID LEVEL OK. EXHAUST SYSTEM OK. NO LEAKS OR RESTRICTION. ROAD TESTED FOR 17MILES AND RAN FUEL ECONOMY TEST WITH IDS. RECIEVED 29MG ON STREETS AND 34MPG ON HWY. NORMAL. ADVISED CUSTOMER THAT FUEL ECEONOMY MAY BE DIFFERENT ON ROAD AND DRIVING CONDITIONS.
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MON. - FRI. 7:00 AM - 7:00 PM
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SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
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CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: 103794
UNIT# 3794

397231

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

[redacted]

MONTEREY PARK, CA [redacted]

PAGE 2

[redacted] CONT:N/A
CELL:

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 591 AMANDA RUSSELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		17139/17156	T4465

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
07FEB10 DD	11NOV09		18:30 04NOV10			CASH	04NOV10

R.O. OPENED	READY	OPTIONS:
09:31 04NOV10	13:52 04NOV10	STK:3794 DLR:1016 ENG:2.0L_DURATEC TRN:4_SPEED_AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
ROTATION, 27 POINT VEHICLE, CHECK FLUID LEVELS AND BATTERY INSPECTION PLUS $3.25 HAZARDOUS WASTE AND SALES TAX			
WRKS THE WORKS FOR $39.95, INCLUDES LUBE, OIL AND FILTER CHANGE WITH TIRE ROTATION, 27 POINT VEHICLE, CHECK FLUID LEVELS AND BATTERY INSPECTION PLUS $3.25 HAZARDOUS WASTE AND SALES TAX			
697 C 0.80		15.00	15.00
1 FL*910S* FILTER ASY - OIL	6.69	6.69	6.69
5 XO*5W*QSPB OIL 5W-BULK	2.93	2.93	14.65
-1 6731 O/F DISCOUNT	1.70	1.70	-1.70
1 FA*1890* ELEMENT ASY - AIR CLEANER	24.98	24.98	24.98
YH BOB WONDRIES FORD YELLOW SERVICE HAZARDOUS WASTE DISPOSAL FEE			
697 C 0.00		3.25	3.25

17139 MAINT 0.80 PEFORM THE WORK SERVICE ROTATE TIRES ADJ PRESSURE INSPECT BKS F/8MM - R/4/32 - TOP FLUIDS

****

THANK YOU FOR YOUR BUSINESS
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DAVID STEWART
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626)289-3591

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SUNDAY 9:00 AM - 3:00 PM

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AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
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LABOR AMOUNT	18.25
PARTS AMOUNT	44.62
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	62.87
LESS INSURANCE	0.00
SALES TAX	4.35
PLEASE PAY THIS AMOUNT	67.22

CUSTOMER COPY

PE13-003 000801LCPV

CUSTOMER #: 103794
UNIT# 3794

402323

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

[redacted]

MONTEREY PARK, CA [redacted]

PAGE 1

BAR# ARD-008494 EPA# CAD981669971

[redacted]

SERVICE ADVISOR: 531 BENJAMIN AGUIRRE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		20664/20664	T5835

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
07FEB10 DD	11NOV09		WAIT 05FEB11			CASH	05FEB11

R.O. OPENED	READY	OPTIONS:
09:08 05FEB11	10:45 05FEB11	STK:3794 DLR:1016 ENG:2.0L_DURATEC TRN:4_SPEED_AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A MULTI POINT INSPECTION COMPLETED			
99P MULTI POINT INSPECTION COMPLETED			
697 C 0.10		0.00	0.00
GBATT BATTERY CONDITION IS GOOD			
697 C 0.00		0.00	0.00
GBK BRAKE LININGS ARE OK AT THIS TIME			
697 C 0.00		0.00	0.00
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME			
697 C 0.00		0.00	0.00
20664 697 99-P			
**********			
B RE-SET TIRE LIGHT			
14 MAINTENANCE			
697 C 0.00		0.00	0.00
20664 MAINT 0.30 SET TIRE PRESSURE AND RE-SET TIRE WARNING LIGHT			
**********			
C THE WORKS FOR $39.95 INCLUDES LUBE, OIL AND FILTER CHANGE WITH TIRE ROTATION, 27 POINT VEHICLE INSPECTION, CHECK FLUID LEVELS AND BATTERY INSPECTION PLUS $3.25 HAZARDOUS WASTE AND SALES TAX			
THEWORKS THE WORKS FOR $39.95, INCLUDES LUBE, OIL AND FILTER CHANGE WITH TIRE ROTATION, 27 POINT VEHICLE INSPECTION, CHECK FLUID LEVELS AND BATTERY INSPECTION PLUS $3.25 HAZARDOUS WASTE AND SALES TAX.			
697 C 0.80		22.01	22.01
1 FL*910S* FILTER ASY - OIL	6.69	6.69	6.69
5 XO*5W*QSPB OIL 5W-BULK	2.93	2.93	14.65
-1 6731 O/F DISCOUNT	1.70	1.70	-1.70
YH BOB WONDRIES FORD YELLOW SERVICE HAZARDOUS WASTE DISPOSAL FEE			
697 CHW 0.00		3.25	3.25
20664 MAINT 0.80 PEFORM THE WORK SERVICE ROTATE TIRES ADJ PRESSURE INSPECT BKS F/10MM -- R/4/32 -- TOP FLUIDS			
**********			

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

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CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: 103794
UNIT# 3794

402323

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

[redacted]

MONTEREY PARK, CA [redacted]

PAGE 2

BAR# ARD-008494 EPA# CAD981669971

[redacted]

SERVICE ADVISOR: 531 BENJAMIN AGUIRRE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]	[redacted]	20664/20664	T5835

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07FEB10 DD	11NOV09		WAIT 05FEB11			CASH	05FEB11

R.O. OPENED	READY	OPTIONS:
09:08 05FEB11	10:45 05FEB11	STK:3794 DLR:1016 ENG:2.0L DURATEC TRN:4 SPEED AUTO AXL:WW 3.34 FIANL DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
EST: 44.20		05FEB11	09:08	SA: 531			

THANK YOU FOR YOUR BUSINESS.
IF YOU ARE HAPPY WITH OUR SERVICE,
PLEASE TELL OTHERS, IF NOT, PLEASE LET ME
KNOW.
DAVID STEWART
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626)289-3591

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SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	25.26
PARTS AMOUNT	19.64
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	44.90
LESS INSURANCE	0.00
SALES TAX	1.91
PLEASE PAY THIS AMOUNT	46.81

CUSTOMER COPY

CUSTOMER #: 103794 Date 2/5 Initials 402323
UNIT# 3794
[redacted]
☑ Cash $50 — *INVOICE*
☐ Credit Card ☐ Check #

Bob Wondries Ford

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MONTEREY PARK, CA [redacted]
HOME [redacted]
BUS: [redacted]

PAGE 1

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 531 BENJAMIN AGUIRRE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		20664/20664	T5835

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
07FEB10 DD	11NOV09		WAIT 05FEB11			CASH	05FEB11

R.O. OPENED	READY	OPTIONS:
09:08 05FEB11	10:45 05FEB11	STK:3794 DLR:1016 ENG:2.0L_DURATEC TRN:4_SPEED_AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A MULTI POINT INSPECTION COMPLETED			
99P MULTI POINT INSPECTION COMPLETED			
697 C 0.10		0.00	0.00
GBATT BATTERY CONDITION IS GOOD			
697 C 0.00		0.00	0.00
GBK BRAKE LININGS ARE OK AT THIS TIME			
697 C 0.00		0.00	0.00
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME			
697 C 0.00		0.00	0.00
20664 697 99-P			
**********			
B RE-SET TIRE LIGHT			
14 MAINTENANCE			
697 C 0.00		0.00	0.00
20664 MAINT 0.30 SET TIRE PRESSURE AND RE-SET TIRE WARNING LIGHT			
**********			
C THE WORKS FOR $39.95, INCLUDES LUBE, OIL AND FILTER CHANGE WITH TIRE ROTATION, 27 POINT VEHICLE INSPECTION, CHECK FLUID LEVELS AND BATTERY INSPECTION PLUS $3.25 HAZARDOUS WASTE AND SALES TAX			
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697 C 0.80		22.01	22.01
1 FL*910S* FILTER ASY - OIL	6.69	6.69	6.69
5 YO*5W*QSPB OIL 5W-BULK	2.93	2.93	14.65
-1 6731 O/F DISCOUNT	1.70	1.70	-1.70
YH BOB WONDRIES FORD YELLOW SERVICE HAZARDOUS WASTE DISPOSAL FEE			
697 CHW 0.00		3.25	3.25
20664 MAINT 0.80 PEFORM THE WORK SERVICE ROTATE TIRES ADJ PRESSURE INSPECT BKS F/10MM - R/4/32 - TOP FLUIDS			
**********			

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

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

CUSTOMER SIGNATURE

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

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
GUARANTEED ONE FULL YEAR
ALL WARRANTY WORK WELCOME
REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

CUSTOMER COPY

CUSTOMER # 103794
UNIT# 3794

[redacted]

MONTEREY PARK, CA [redacted]

[redacted]

402323

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

PAGE 2

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 531 BENJAMIN AGUIRRE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		20664/20664	T5835

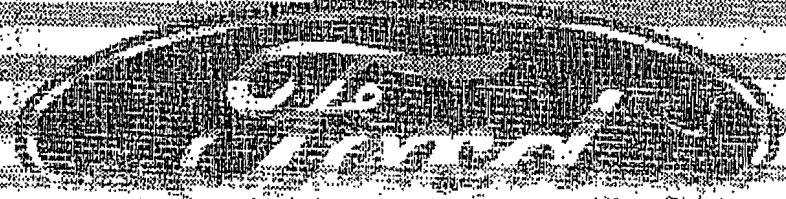
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
07FEB10	DD11NOV09		WAIT 05FEB11			CASH	05FEB11

R.O OPENED	READY
09:08 05FEB11	10:45 05FEB11

OPTIONS: STK:3794 DLR:1016 ENG:2.0L DURATEC TRN:4 SPEED AUTO AXL:WW 3.34 FIANL DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
EST: 44.20			05FEB11	09:08	SA: 531		

THANK YOU FOR YOUR BUSINESS.
IF YOU ARE HAPPY WITH OUR SERVICE,
PLEASE TELL OTHERS, IF NOT, PLEASE LET ME
KNOW.
DAVID STEWART
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626)289-3591



OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
GUARANTEED ONE FULL YEAR
ALL WARRANTY WORK WELCOME
REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	[redacted]25.26
PARTS AMOUNT	[redacted]9.64
GAS, OIL, LUBE	[redacted]0.00
SUBLET AMOUNT	[redacted]0.00
MISC. CHARGES	[redacted]0.00
TOTAL CHARGES	[redacted]4.90
LESS INSURANCE	[redacted]0.00
SALES TAX	[redacted].91
PLEASE PAY THIS AMOUNT	[redacted].81

CUSTOMER COPY

CUSTOMER #: 103794
UNIT# 3794

[redacted]
MONTEREY PARK, CA [redacted] N/A
[redacted]

422003

INVOICE

DUPLICATE 1
PAGE 1

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801
(626) 289-3591 · (323) 283-1140

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		34806/34808	T4447

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
07FEB10 D	11NOV09		18:30 01FEB12			CASH	01FEB12

R.O OPENED	READY	OPTIONS:
07:53 01FEB12	15:09 01FEB12	STK:3794 DLR:1016 ENG:2.0L DURATEC TRN:4 SPEED AUTO AXL:WW 3.34 FIANL DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES VEHICLE RUNS ROUGH SPUTTERS, AND POOR GA MILEAGE
ADVISE

CAUSE:

12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
629 W 0.20 (N/C)

1 3S4Z*9F472*DA SENSOR - HEGO (N/C)

12650D46 EEC SYSTEM - DIAGNOSTIC PIN-POINT TEST - L
629 W 0.30 (N/C)

12650D4 HEATED OXYGEN SENSOR (HO2S) - REPLACE (9F472) - L
629 W 0.30 (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE

00493

34808 42 12650D(0.2)12650D46(0.3)12650D4(0.3) 0.80 INSPECT NO MIL ON, ROAD TEST RUNS GOOD CND ON RUNS ROUGH SPUTTERS PERFORM PDS EEC PASS ON ALL LEVELS PERFORM PIDS DATA MONITOR ASPER PCED SYMPTOM CHART POOR FUEL ECNO. CHART 10 PIDS DATA LONGFT1 AT 10 SHORT1 AT 4 OPER. TEMP. IS GOOD CIRCUIT TEST DIAG. POOR SLOW SWITCH HEGO SENSOR REPLACE RETEST CLEAR KAM OK.

****

B RENTAL CARS

RENT RENTAL CARS
999 WESP 0.00 (N/C)

SUBL D147158 PO#188762
WESP (N/C)

****

C Ford Multi-Point Inspection Report Card

99P Ford Multi-Point Inspection Report Card
519ISERV 0.10 (N/C)

GBATT BATTERY CONDITION IS GOOD
519ISERV 0.00 (N/C)

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
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REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

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CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: 103794
UNIT# 3794

422003

Bob Wondries Ford

INVOICE

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

DUPLICATE 1

(626) 289-3591 · (323) 283-1140

[redacted]
MONTEREY PARK, CA [redacted]
[redacted] N/A
[redacted] CELL:

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]	[redacted]	34806/34808	T4447

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07FEB10 DL	11NOV09		18:30 01FEB12			CASH	01FEB12

R.O. OPENED	READY	OPTIONS:
07:53 01FEB12	15:09 01FEB12	STK:3794 DLR:1016 ENG:2.0L_DURATEC TRN:4_SPEED_AUTO AXL:WW 3.34 FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
GBK BRAKE LININGS ARE OK AT THIS TIME							
	519ISERV			0.00			(N/C)
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME							
	519ISERV			0.00			(N/C)

****

THANK YOU FOR YOUR BUSINESS
IF YOU ARE HAPPY WITH OUR SERVICE, PLEASE TELL OTHERS, IF NOT, PLEASE LET ME KNOW.
DAVID STEWART
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626)289-3591

OPEN 7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
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REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

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CUSTOMER SIGNATURE

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

STATEMENT COPY

#: 103794
3794

422003

INVOICE

DUPLICATE 1
PAGE 1

[redacted]
MONTEREY PARK, CA [redacted]
[redacted] CONT:N/A
CELL:

Bob Wondries
P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801
(626) 289-3591 · (323) 283-1140
BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		34806/34808	T4447

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO		PAYMENT	INV DATE
07FEB10 DD	11NOV09		18:30 01FEB12			CASH	01FEB12

R.O. OPENED	READY	OPTIONS:
07:53 01FEB12	15:09 01FEB12	STK:3794 DLR:1016 ENG:2.0L DURATEC TRN:4 SPEED AUTO AXL:WW 3.34 FIANL DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES VEHICLE RUNS ROUGH SPUTTERS, AND POOR GA MILEAGE
ADVISE
CAUSE:
12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
629 W 0.20 (N/C)
1 3S4Z*9F472*DA SENSOR - HEGO (N/C)
12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST - L
629 W 0.30 (N/C)
12650D4 HEATED OXYGEN SENSOR (HO2S) - REPLACE (9F472) - L
629 W 0.30 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00493
34808 42 12650D1[illegible] 12650D4[illegible] INSPECT NO WIL
ON, ROAD TEST RUNS GOOD UNDON RUNS ROUGH SPUTTERS, PERFORM IDS EEC
PASS ON ALL LEVELS PERFORM PIDS DATA MONITOR [illegible] SYMPTOM CHART
POOR FUEL ECNO. CHART 10 PIDS DATA LONGFT1 AT 10 SHORT1 AT 4 OPER.
TEMP. IS GOOD CIRCUIT TEST DIAG. POOR SLOW SWITCH HEGO SENSOR REPLACE
RETEST CLEAR KAM OK.
****
B RENTAL CARS
RENT RENTAL CARS
999 WESP 0.00 (N/C)
SUBL D147158 PO#188762
WESP (N/C)
****
C Ford Multi-Point Inspection Report Card
99P Ford Multi-Point Inspection Report Card
519ISERV 0.10 (N/C)
GBATT BATTERY CONDITION IS GOOD
519ISERV 0.00 (N/C)

OPEN
7 DAYS A WEEK
PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
GUARANTEED ONE FULL YEAR
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REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

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CUSTOMER SIGNATURE

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

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#: 103794
3794

422003

Bob Wondries Ford

INVOICE

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

DUPLICATE 1
PAGE 2

(626) 289-3591 · (323) 283-1140

[redacted]
MONTEREY PARK, CA [redacted]
[redacted] CONT:N/A
CELL:

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8A[redacted]		34806/34808	T4447

DEL DATE	PROM DATE	WARR. EXP	PROMISED	PO NO.	DATE	PAYMENT	INV. DATE
07FEB10	DD11NOV09		18:30 01FEB12			CASH	01FEB12

R.O. OPENED	READY	OPTIONS:
07:53 01FEB12	15:09 01FEB12	STK:3794 DLR:1016 ENG:2.0L DURATEC TRN:4 SPEED AUTO AXL:WW 3.34 FINAL DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
GBK BRAKE LININGS ARE OK AT THIS TIME			
519ISERV 0.00			(N/C)
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME			
519ISERV 0.00			(N/C)

****

THANK YOU FOR YOUR BUSINESS
IF YOU ARE HAPPY WITH OUR SERVICE,
PLEASE TELL OTHERS, IF NOT, PLEASE LET ME
KNOW.
DAVID STEWART
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626) 289-3591

OPEN 7 DAYS A WEEK	PERSONAL CHECKS WELCOME	STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS
PARTS AND SERVICE MON. - FRI. 7:00 AM - 7:00 PM SATURDAY 8:00 AM - 5:00 PM SUNDAY 9:00 AM - 3:00 PM	AMERICAN EXPRESS MASTERCARD VISA DISCOVER	The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	LABOR AMOUNT	0.00
			PARTS AMOUNT	0.00
			GAS, OIL, LUBE	0.00
			SUBLET AMOUNT	0.00
			MISC. CHARGES	0.00
			TOTAL CHARGES	0.00
			LESS INSURANCE	0.00
			SALES TAX	0.00
		CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	0.00

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
GUARANTEED ONE FULL YEAR
ALL WARRANTY WORK WELCOME
REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

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CUSTOMER COPY

CUSTOMER #: 103794
UNIT# 3794

423934

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 9180:
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 9180

(626) 289-3591 · (323) 283-114(

[redacted]

MONTEREY PARK, CA [redacted]

PAGE 1

[redacted] CONT:N/A
CELL:

BAR# ARD-008494 EPA# CAD98166997

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		36594/36596	T6358

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07FEB10 DD	11NOV09		11:00 15MAR12			COUP	15MAR12

R.O. OPENED	READY
15:43 12MAR12	10:44 15MAR12

OPTIONS: STK:3794 DLR:1016 ENG:2.0L_DURATEC
TRN:4_SPEED_AUTO AXL:WW 3.34 FIANL_DRIV 1)OWNER
ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES VEHICLE STALLED WHILE DRIVING ADVISE
09 FUEL SYSTEM/DRIVABILITY
629 C 0.00 0.00 0.00
36594 0.00 ROAD TEST TO VERIFY CONCERN CND NO MIL IS ON ROAD TEST
TEST WITH IDS MONITOR PIDS DATA MODE 6 OK. CHECK OASIS THERE ARE NO SSM
OR TSB FOR THIS SYMPTOMS PERFORM IDS DIAG. BY SYMPTOM ROAD TEST CND
N.P.F.
****

B CUSTOMER STATES POOR GAS MILEAGE VEY POOR ADVISE
09 FUEL SYSTEM/DRIVABILITY
629 C 0.00 0.00 0.00
36594 0.00 INSPECT NO MIL IS ON PERFORM IDS EEC ALL PASSED DTC ROAD
TEST IDS FUEL MONITOR IS GOOD CND NPF
****

C CUSTOMER STATES THERES A UGLY GROUNDING NOISE HEARD FROM UNDER THE
VEHICLE WILE DRIVING 35MOH PLUS ADVISE
CAUSE:
3134A HUB ASSEMBLY OR FRONT WHEEL BEARING
REPLACE (1104/1201/1202/1215/2C134) - 1
673 W 1.40 (N/C)
1 6S4Z*1215*B BEARING ASY - WHEEL HUB (N/C)
1 6S4Z*3B477*AA RETAINER (N/C)
1 *W700068*S300 RING - RETAINING (N/C)
1 BE8Z*3K093*A BEARING (N/C)
1 6S4Z*3B477*AA RETAINER (N/C)
1 4S4Z*3N324*AA RETAINER - BEARING (N/C)
2 *W520102*S437 NUT - ADJUSTING (N/C)
MT MECHANICAL TIME
673 W 1.20 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00870
SUBL PRESS BEARING INV.358792 CNV PO#189825

OPEN 7 DAYS A WEEK	PERSONAL CHECKS WELCOME	STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS
PARTS AND SERVICE MON. - FRI. 7:00 AM - 7:00 PM SATURDAY 8:00 AM - 5:00 PM SUNDAY 9:00 AM - 3:00 PM	AMERICAN EXPRESS MASTERCARD VISA DISCOVER	The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	LABOR AMOUNT	
			PARTS AMOUNT	
			GAS, OIL, LUBE	
			SUBLET AMOUNT	
			MISC. CHARGES	
			TOTAL CHARGES	
			LESS INSURANCE	
			SALES TAX	
		CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
GUARANTEED ONE FULL YEAR
ALL WARRANTY WORK WELCOME
REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

CUSTOMER COPY

CUSTOMER #: 103794
UNIT# 3794

[redacted]

MONTEREY PARK, CA [redacted]

[redacted] CONT:N/A
CELL:

423934

INVOICE

PAGE 2

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

BAR# ARD-008494 EPA# CAD981569971

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		36594/36596	T6358

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
07FEB10 DD	11NOV09		11:00 15MAR12			COUP	15MAR12

R.O. OPENED	READY	OPTIONS:
15:43 12MAR12	10:44 15MAR12	STK:3794 DLR:1016 ENG:2.0L DURATEC TRN:4 SPEED AUTO AXL:WW 3.34 FIANL DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL (N/C)
W			
36594 2134A(1.4) M/T(1.2) 5K093 2.60 TEST DROVE. VERIFIED CUST CONCERN. PINPOINTED NOISE TO LEFT FRT HUB BEARING. REPLACED LEFT FRT HUB BEARING,RETAINING CLIP & AXLE NUT. TEST DROVE. SOME NOISE STILL HEARD. PINPOINTED TO RT AXLE SHAFT SUPPORT BEARING. REPLACED BEARING,CV BOOT CLAMP,RETAINING BRACKET,NUTS & AXLE NUT. TEST DROVE. VERIFIED REPAIR.			
**********			
D YELLOW GOOD SERVICE FOR $29.88 REPLACE ENGINE OIL AND FILTER,TOP OFF FLUID LEVELS, SET TIRE PRESSURE AND MULTI POINT INSPECTION			
YC YELLOW GOOD SERVICE FOR $29.88 REPLACE ENGINE OIL AND FILTER,TOP OFF FLUID LEVELS, SET TIRE PRESSURE AND MULTI POINT INSPECTION			
697 C 0.30		10.24	10.24
1 FL*9105* FILTER ASY-OIL	6.69	6.69	6.69
5 XO*5W*QSPE OIL 5W BULK	3.06	3.06	15.30
-1 6731 O/R DISCOUNT	1.70	1.70	-1.70
YH BOB WONDRIES FORD YELLOW SERVICE HAZARDOUS WASTE DISPOSAL FEE			
697 CHW 0.00		3.25	3.25
36594 MAINT 0.40 YELLOW SERVICE CHANGE OIL AND FILTER			
**********			
E MULTI POINT INSPECTION COMPLETED AND TIRE AIR PRESURE ADJUSTED TO MANUFACTURER SPECIFCATIONS			
99P MULTI POINT INSPECTION COMPLETED AND TIRE AIR PRESURE ADJUSTED TO MANUFACTURER SPECIFCATIONS			
697 C 0.10		0.00	0.00
GBATT BATTERY CONDITION IS GOOD			
697 C 0.00		0.00	0.00
GBK BRAKE LININGS ARE OK AT THIS TIME			
697 C 0.00		0.00	0.00
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME			
697 C 0.00		0.00	0.00

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
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GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
GUARANTEED ONE FULL YEAR
ALL WARRANTY WORK WELCOME
REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

STATEMENT OF DISCLAIMER
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CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: 103794
UNIT# 3794

423934

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 9180
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 9180

(626) 289-3591 · (323) 283-114

[redacted]

MONTEREY PARK, CA[redacted]

PAGE 3

[redacted] CONT:N/A
CELL:

BAR# ARD-008494 EPA# CAD98166997

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		36594/36596	T6358

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07FEB10 DD	11NOV09		11:00 15MAR12			COUP	15MAR12

R.O. OPENED	READY
15:43 12MAR12	10:44 15MAR12

OPTIONS: STK:3794 DLR:1016 ENG:2.0L DURATEC
TRN:4 SPEED AUTO AXL:WW 3.34_FIANL_DRIV 1)OWNER
ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
36594 697 99 P			
**********			
F** REPLACE ENGINE (GASOLINE) AIR FILTER FOR $24.98 PLUS TAX, FREE INSTALLATION!			
AF REPLACE ENGINE (GASOLINE) AIR FILTER FOR $24.98 PLUS TAX, FREE INSTALLATION!			
697 C 0.10		0.00	0.00
1 FA*1890* ELEMENT ASY - AIR CLEANER	24.98	24.98	24.98
36594 0.20 REPLACE AIR FILTER			
**********			

THANK YOU FOR YOUR BUSINESS
IF YOU ARE HAPPY WITH OUR SERVICE,
PLEASE TELL OTHERS. IF NOT, PLEASE LET ME KNOW.
DAVID STEWART
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626) 289-3591

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	13.49
PARTS AMOUNT	45.27
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	58.76
LESS INSURANCE	8.53
SALES TAX	3.96
PLEASE PAY THIS AMOUNT	54.19

CUSTOMER COPY

PE13-003 000812LCPV

CUSTOMER #: 103794
UNIT# 3794

3/15 Initials 100

[redacted]

MONTEREY PARK, [redacted]

[redacted] ☐ Check Card ☐ Check #

CELL:

423934

INVOICE

PAGE 1

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		36594/36596	T6358

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07FEB10 DD	11NOV09		11:00 15MAR12			COUP	15MAR12

R.O. OPENED	READY	OPTIONS:
15:43 12MAR12	10:44 15MAR12	STK:3794 DLR:1016 ENG:2.0L DURATEC TRN:4_SPEED_AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES VEHICLE STALLED WHILE DRIVING ADVISE
09 FUEL SYSTEM/DRIVABILITY
629 C 0.00 0.00 0.00
36594 0.00 ROAD TEST TO VERIFY CONCERN CND NO MIL IS ON ROAD TEST
TEST WITH IDS MONITOR PIDS DATA MODE 6 OK. CHECK OASIS THERE ARE NO SSM
OR TSB FOR THIS SYMPTOMS PERFORM IDS DIAG. BY SYMPTOM ROAD TEST CND
N.P.F.
****

B CUSTOMER STATES POOR GAS MILEAGE VEY POOR ADVISE
09 FUEL SYSTEM/DRIVABILITY
629 C 0.00 0.00 0.00
36594 0.00 INSPECT NO MIL IS ON PERFORM IDS EEC ALL PASSED DTC ROAD
TEST IDS FUEL MONITOR IS GOOD CND NPF
****

C CUSTOMER STATES THERES A UGLY GROUNTING NOISE HEARD FROM UNDER THE
VEHICLE WILE DRIVING 35MOH PLUS ADVISE
CAUSE:
2134A HUB ASSEMBLY OR FRONT WHEEL BEARING
REPLACE (1104/1201/1202/1215/2C134)
673 W 1.40 (N/C)
1 6S4Z*1215*B BEARING ASY - WHEEL HUB (N/C)
1 6S4Z*3B477*AA RETAINER (N/C)
1 *W700068*S300 RING - RETAINING (N/C)
1 BE8Z*3K093*A BEARING (N/C)
1 6S4Z*3B477*AA RETAINER (N/C)
1 4S4Z*3N324*AA RETAINER - BEARING (N/C)
2 *W520102*S437 NUT - ADJUSTING (N/C)
MT MECHANICAL TIME
673 W 1.20 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00870
SUBL PRESS BEARING INV.358792 CNV PO#189825

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI: 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

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

CUSTOMER COPY

CUSTOMER #: 103794
UNIT# 3794

423934

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

[redacted]

MONTEREY PARK, CA [redacted]

PAGE 2

[redacted] CONT:N/A
CELL:

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		36594/36596	T6358

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LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
W (N/C)

36594 2134A(1.4) M/T(1.2) 5K093 2.60 TEST DROVE. VERIFIED CUST CONCERN. PINPOINTED NOISE TO LEFT FRT HUB BEARING. REPLACED LEFT FRT HUB BEARING,RETAINING CLIP & AXLE NUT. TEST DROVE. SOME NOISE STILL HEARD. PINPOINTED TO RT AXLE SHAFT SUPPORT BEARING. REPLACED BEARING,CV BOOT CLAMP,RETAINING BRACKET,NUTS & AXLE NUT. TEST DROVE. VERIFIED REPAIR.

****

D YELLOW GOOD SERVICE FOR $29.88 REPLACE ENGINE OIL AND FILTER TOP OFF FLUID LEVELS, SET TIRE PRESSURE AND MULTI POINT INSPECTION

YC YELLOW GOOD SERVICE FOR $29.88 REPLACE ENGINE OIL AND FILTER TOP OFF FLUID LEVELS, SET TIRE PRESSURE AND MULTI POINT INSPECTION

697 C 0.30 10.24 10.24

1 FL*910S* FILTER ASK [illegible] 6.69 6.69

5 XO*5W*QSPE OIL 5W BULK [illegible] 3.06 15.30

-1 6731 O/F DISCOUNT [illegible] 1.70 -1.70

YH BOB WONDRIES FORD YELLOW SERVICE HAZARDOUS WASTE DISPOSAL FEE

697 CHW 0.00 3.25 3.25

36594 MAINT 0.40 YELLOW SERVICE CHANGE OIL AND FILTER

****

E MULTI POINT INSPECTION COMPLETED AND TIRE AIR PRESURE ADJUSTED TO MANUFACTURER SPECIFCATIONS

99P MULTI POINT INSPECTION COMPLETED AND TIRE AIR PRESURE ADJUSTED TO MANUFACTURER SPECIFCATIONS

697 C 0.10 0.00 0.00

GBATT BATTERY CONDITION IS GOOD

697 C 0.00 0.00 0.00

GBK BRAKE LININGS ARE OK AT THIS TIME

697 C 0.00 0.00 0.00

GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME

697 C 0.00 0.00 0.00

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

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

CUSTOMER COPY

PE13-003 000814LCPV

CUSTOMER #: 103794
UNIT# 3794

423934

Bob Wondries Ford

INVOICE

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

[redacted]
MONTEREY PARK, CA [redacted]

PAGE 3 -

BAR# ARD-008494 EPA# CAD981669971

[redacted] CONT:N/A
CELL:

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
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LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
36594 697 99 P			
**********			
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AF REPLACE ENGINE (GASOLINE) AIR FILTER FOR $24.98 PLUS TAX, FREE INSTALLATION!			
697 C 0.10		0.00	0.00
1 FA*1890* ELEMENT ASY - AIR CLEANER	24.98	24.98	24.98
36594 0.20 REPLACE AIR FILTER			
**********			

THANK YOU FOR YOUR BUSINESS
IF YOU ARE HAPPY WITH OUR SERVICE,
PLEASE TELL OTHERS, BUT IF NOT, PLEASE LET ME
KNOW
DAVID SCHWARTZ
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626) 289-3591

OPEN 7 DAYS A WEEK	PERSONAL CHECKS WELCOME
PARTS AND SERVICE MON. - FRI. 7:00 AM - 7:00 PM SATURDAY 8:00 AM - 5:00 PM SUNDAY 9:00 AM - 3:00 PM	AMERICAN EXPRESS MASTERCARD VISA DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
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SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	58.76
LESS INSURANCE	8.53
SALES TAX	3.96
PLEASE PAY THIS AMOUNT	54.19

CUSTOMER #: 103794
UNIT# 3794

424760

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 9180:
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 9180

(626) 289-3591 · (323) 283-114(

[redacted]
MONTEREY PARK, CA [redacted]
[redacted] CONT:N/A
CELL:

PAGE 1

BAR# ARD-008494 EPA# CAD98166997

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		37162/37165	T4042

DEL. DATE	PROD. DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
07FEB10 DD	11NOV09		18:30 02APR12			CASH	03APR12

R.O. OPENED	READY	OPTIONS:
11:46 29MAR12	10:05 03APR12	STK:3794 DLR:1016 ENG:2.0L_DURATEC TRN:4_SPEED_AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES THE RPM NEADLE SEEMS TO MOVE UP AND DOWN ON IDLE WHEN
STOP AND IN PARK ADVISE
CAUSE:
NTF NO TROUBLE FOUND
629 W 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00493
37165 0.00 INSPECT PERFORM IDS EEC ALL PASSED DTC. ROAD TEST TO
VERIFY CONCERN CND. PERFROM IDS PIDS DATA VALUE TEST MONITOR FOR OTHER
CONCERNS & POOR FUEL ECONO. IS GOOD CHECK BASIS FOR ANY UP DATES, NONE.
PERFORM DIAG. BY SYMPTOM ALL OK AT THIS TIME N.P.T.
****
B CUSTOMER STATES AT ONE POINT THE CHECK ENGINE LIGHT CAME ON AND NOW
IDLES ROUGHT ALMOST LIKE A SHAKE ADVISE
09 FUEL SYSTEM/DRIVABILITY
629 W 0.00 (N/C)
37165 0.00 INSPECT NO MIL ON & NO DTC IN MEMORY SEE LINE "A"
****
C CUSTOMER ALSO STATES VERY POOR GAS MILEAGE ADVISE
09 FUEL SYSTEM/DRIVABILITY
629 W 0.00 (N/C)
37165 0.00 SEE LINE "A"
****
D CUSTOMER STATES THERES A SUSPENSSION SQUEAK NOSIE HEARD WHEN ROLLING
OVER A SMALL BUMP ADVISE
03 STEERING AND SUSPENSION
676ISERV 0.50 (N/C)
SUBL PRESS BEARING CNV RO#424760 PO# 190385 INV#D360474
W (N/C)
37163 0.50 DAVE, GREAT CUSTOMER N/C ROAD TESTED VEHICLE VERIFIED A
SQUEEK FROM REAR OF VEHICLE WHEN GOING OVER BUMPS. INSPECT AND LUBED
PARKING BRAKE CABLE TO I-LET CONNECTION.ROAD TESTED VEHICLE VERIFIED

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
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SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

CUSTOMER #: 103794
UNIT# 3794

424760

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 9180
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 9180

(626) 289-3591 · (323) 283-114

[redacted]
MONTEREY PARK, CA [redacted]
[redacted] CONT:N/A
CELL:

PAGE 2

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		37162/37165	T4042

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LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

REPAIR:

****

E CUSTOMER STATES THERES A HUMMING NOISE HEARD FROM WHEELS WHILE
DRIVING 30-35 MPH ADVISE

CAUSE:

3185B KNUCKLE ASSEMBLY - FRONT WHEEL - REMOVE AND
INSTALL OR REPLACE (3K185/3K186/3130) L
676 W 1.00 (N/C)
1 7S4Z*1104*A HUB ASY - WHEEL (N/C)
1 6S4Z*1215*B BEARING ASY - WHEEL HUB (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00473

37165 RIGHT FRONT HUB BEARING NOISY 3185B 1.00 ROAD TESTED VEHICLE
VERIFIED CONCERN HUMMING NOISE FROM RIGHT FRONT WHILE DRIVING INSPECT
AND FOUND HUB BEARING TO BE SOURCE OF NOISE R&I RIGHT FRONT
KNUCKLE,SENT OUT TO MACHINE SHOP WHERE THEY INSTALLED A NEW HUB
BEARING ROAD TESTED VEHICLE VERIFIED REPAIR

****

F Ford Multi-Point Inspection Report Card
99P Ford Multi-Point Inspection Report Card
500 C 0.10 0.00 0.00
GBATT BATTERY CONDITION IS GOOD
500 C 0.00 0.00 0.00
GBK BRAKE LININGS ARE OK AT THIS TIME
500 C 0.00 0.00 0.00
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME
500 C 0.00 0.00 0.00

37162 99P 0.10 99P. BATT OK. WIPERS OK. BRAKES F/6MM R/DRUMS. TIRES
6/32. FLUIDS TOPPED OF.

****

G** CLEAN AND ADJUST REAR BRAKES AND BACKING PLATES
02 BRAKES

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
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TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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CUSTOMER COPY

CUSTOMER #: 103794
UNIT# 3794

[redacted]

MONTEREY PARK, CA [redacted]

[redacted] CONT:N/A
CELL:

424760

INVOICE

PAGE 3

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BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 520 NELSON SOLIZ

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RO OPENED	READY
11:46 29MAR12	10:05 03APR12

OPTIONS: STK:3794 DLR:1016 ENG:2.0L_DURATEC
TRN:4_SPEED_AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER
ADVANTAGE NO 224 861 486

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	676		SERV	1.00			(N/C)

37165 1.00 DAVE, GREAT CUSTOMER. MULTIPLE VISITS PER SQUEEKING NOISE FROM REAR BRAKES, WHEN STOPPED AND WHEN APPLING AND RELEASING BRAKES,CLEANED REAR SHOES AND LUBED BACKING PLATES.ROAD TESTED VEHICLE VERIFIED REPAIR.

****

THANK YOU FOR YOUR BUSINESS
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DAVID SHEWART
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626) 289-3591

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VISA
DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
GUARANTEED ONE FULL YEAR
ALL WARRANTY WORK WELCOME
REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

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

CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: 103794
UNIT# 3794

[redacted]

MONTEREY PARK, CA [redacted]

[redacted] CONT:N/A
CELL:

424760

INVOICE

PAGE 1

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		37162/37165	T4042

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
07FEB10 DD	11NOV09		18:30 02APR12			CASH	03APR12

R.O. OPENED	READY	OPTIONS:
11:46 29MAR12	10:05 03APR12	STK:3794 DLR:1016 ENG:2.0L_DURATEC TRN:4_SPEED_AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES THE RPM NEADLE SEEMS TO MOVE UP AND DOWN ON IDLE WHEN
STOP AND IN PARK ADVISE
CAUSE:
NTF NO TROUBLE FOUND
629 W 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00493
37165 0.00 INSPECT PERFORM IDS EEC ALL PASSED DTC. ROAD TEST TO
VERIFY CONCERN. CND. PERFROM IDS PIDS DATA VALUE TEST MONITOR FOR OTHER
CONCERNS & POOR FUEL ECONO. IS GOOD CHECK OASIS FOR ANY UP DATES, NONE.
PERFORM DIAG. BY SYMPTOM ALL OK AT THIS TIME N.P.
****
B CUSTOMER STATES AT ONE POINT THE CHECK ENGINE LIGHT CAME ON AND NOW
IDLES ROUGHT ALMOST LIKE A SHAKE ADVISE
09 FUEL SYSTEM/DRIVABILITY
629 W 0.00 (N/C)
37165 0.00 INSPECT NO MIL ON & NO DTC IN MEMORY SEE LINE "A"
****
C CUSTOMER ALSO STATES VERY POOR GAS MILEAGE ADVISE
09 FUEL SYSTEM/DRIVABILITY
629 W 0.00 (N/C)
37165 0.00 SEE LINE "A"
****
D CUSTOMER STATES THERES A SUSPENSSION SQUEAK NOSIE HEARD WHEN ROLLING
OVER A SMALL BUMP ADVISE
03 STEERING AND SUSPENSION
676ISERV 0.50 (N/C)
SUBL PRESS BEARING CNV RO#424760 PO# 190385 INV#D360474
W (N/C)
37163 0.50 DAVE, GREAT CUSTOMER N/C ROAD TESTED VEHICLE VERIFIED A
SQUEEK FROM REAR OF VEHICLE WHEN GOING OVER BUMPS.INSPECT AND LUBED
PARKING BRAKE CABLE TO I-LET CONNECTION.ROAD TESTED VEHICLE VERIFIED

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
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CUSTOMER SIGNATURE

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

CUSTOMER COPY

PE13-003 000819LCPV

CUSTOMER #: 103794
UNIT# 3794

[redacted]

MONTEREY PARK, CA [redacted]

[redacted]ONT:N/A
[redacted]ELL:

424760

INVOICE

PAGE 2

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		37162/37165	T4042

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
07FEB10 DD	11NOV09		18:30 02APR12			CASH	03APR12

R.O. OPENED	READY	OPTIONS:
11:46 29MAR12	10:05 03APR12	STK:3794 DLR:1016 ENG:2.0L_DURATEC TRN:4_SPEED_AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

REPAIR

****

E CUSTOMER STATES THERES A HUMMING NOISE HEARD FROM WHEELS WHILE
DRIVING 30-35 MPH ADVISE

CAUSE:

3185B KNUCKLE ASSEMBLY - FRONT WHEEL - REMOVE AND
INSTALL OR REPLACE (3K185/3K186/3130) - L
676 W 1.00 (N/C)
1 7S4Z*1104*A HUB ASY - WHEEL (N/C)
1 6S4Z*1215*B BEARING ASY - WHEEL HUB (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00473

37165 RIGHT FRONT HUB BEARING NOISY 3185B 1.00 ROAD TESTED VEHICLE
VERIFIED CONCERN HUMMING NOISE FROM RIGHT FRONT WHILE DRIVING INSPECT
AND FOUND HUB BEARING TO BE SOURCE OF NOISE R&I RIGHT FRONT
KNUCKLE,SENT OUT TO MACHINE SHOP WHERE THEY INSTALLED A NEW HUB
BEARING,ROAD TESTED VEHICLE VERIFIED REPAIR

****

F Ford Multi-Point Inspection Report Card
99P Ford Multi-Point Inspection Report Card
500 C 0.10 0.00 0.00
GBATT BATTERY CONDITION IS GOOD
500 C 0.00 0.00 0.00
GBK BRAKE LININGS ARE OK AT THIS TIME
500 C 0.00 0.00 0.00
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME
500 C 0.00 0.00 0.00
37162 99P 0.10 99P. BATT OK. WIPERS OK. BRAKES F/6MM R/DRUMS. TIRES
6/32. FLUIDS TOPPED OP.

****

G** CLEAN AND ADJUST REAR BRAKES AND BACKING PLATES
02 BRAKES

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
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CUSTOMER SIGNATURE

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

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CUSTOMER COPY

CUSTOMER #: 103794
UNIT# 3794

424760

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

[redacted]

MONTEREY PARK, CA [redacted]
[redacted] N/A
[redacted] CELL:

[redacted]

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		37162/37165	T4042

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07FEB10	DD11NOV09		18:30 02APR12			CASH	03APR12

R.O. OPENED	READY	OPTIONS:
11:46 29MAR12	10:05 03APR12	STK:3794 DLR:1016 ENG:2.0L_DURATEC TRN:4_SPEED_AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
	676ISERV			1.00				(N/C)

37165 1.00 DAVE, GREAT CUSTOMER. MULTIPLE VISITS PER SQUEEKING NOISE FROM REAR BRAKES. WHEN STOPPED AND WHEN APPLING AND RELEASING BRAKES, CLEANED REAR SHOES AND LUBED BACKING PLATES. ROAD TESTED VEHICLE VERIFIED REPAIR.

****

THANK YOU FOR YOUR BUSINESS
IF YOU ARE HAPPY WITH OUR SERVICE,
PLEASE TELL OTHERS, IF NOT, PLEASE LET ME
KNOW.
DAVID STEWART
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626)289-3591

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
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CUSTOMER SIGNATURE

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

CUSTOMER COPY

PE13-003 000821LCPV

CUSTOMER #: 103794
UNIT# 3794

426377

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 9180:
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 9180

(626) 289-3591 · (323) 283-114(

[redacted]

MONTEREY PARK, CA [redacted]

PAGE 1

[redacted]ONT:N/A
[redacted]ELL:

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		38056/38082	T4648

DEL. DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV. DATE
07FEB10 DD	11NOV09		15:20 02MAY12			CASH	02MAY12

R.O. OPENED	READY	OPTIONS:
10:34 01MAY12	14:54 02MAY12	STK:3794 DLR:1016 ENG:2.0L DURATEC TRN:4 SPEED AUTO AXL:WW 3.34 FIANL DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES CHECK ENIGNE LIGHT IS ON ADVISE
09 FUEL SYSTEM/DRIVABILITY
629ISERV 0.00 (N/C)
READY VEHICLE DONE, READY AND WASHED
05 02 122 52PM I/M ONCELL
629ISERV 0.00 (N/C)
38002 0.00 INSPECT MIL IS ON PERFROM IDS EEC QUICK TEST DTC P0300,P0316. MONITOR PIDS DATA WITH IDS ROAD TEST POWER BALANCE TEST OK. INSPECT SPARK PLUGS OK VISUAL CHECK INDUCTION SYSTEM FOUND LOOSE TOP OF AIR CLEANER ASY. UNLATCHED AJUST AIR CLEANER COVER & LATCH PROPER CLEAR DTC KAM RETEST ROAD TEST OK CHECK DASIS FOR ANYTHING WITH CUSTOMER CONCERNS, NONE --MGR ROAD TEST ON FWY & CITY WITH IDS FUEL ECONO. TEST AVG MPG 42 GOOD NEE
****

B CUSTOMER STATES TACHOMETER SEEMS TO FLUCTUATE UP AND DOWN WHEN ON IDLE ADVISE
09 FUEL SYSTEM/DRIVABILITY
629ISERV 0.00 (N/C)
****

C CUSTOMER ALSO STATES ENGINE ISLES ROUGH WHEN COMIGN TO A STOP ADVISE
09 FUEL SYSTEM/DRIVABILITY
629ISERV 0.00 (N/C)
****

D CUSTOMER STATES VEHICLE IS GETTING POOR GAS MILEAGE ADVISE
09 FUEL SYSTEM/DRIVABILITY
629ISERV 0.00 (N/C)
38056 0.00 SEE LINE A
****

E Ford Multi-Point Inspection Report Card
99P Ford Multi-Point Inspection Report Card
526ISERV 0.10 (N/C)
GBATT BATTERY CONDITION IS GOOD
526ISERV 0.00 (N/C)
GBK BRAKE LININGS ARE OK AT THIS TIME

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
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CUSTOMER SIGNATURE

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

CUSTOMER #: 103794
UNIT# 3794

426377

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 9180
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 9180

(626) 289-3591 · (323) 283-114

[redacted]

MONTEREY PARK, CA [redacted]

PAGE 2

BAR# ARD-008494 EPA# CAD981669971

[redacted] CONT:N/A
CELL:

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		38056/38082	T4648

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07FEB10 DD	11NOV09		15:20 02MAY12			CASH	02MAY12

R.O. OPENED	READY	OPTIONS:
10:34 01MAY12	14:54 02MAY12	STK:3794 DLR:1016 ENG:2.0L_DURATEC TRN:4_SPEED_AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
526ISERV 0.00			(N/C)
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME			
526ISERV 0.00			(N/C)
38056 99P 0.10 TIRES AT 6/32 BRAKES AT 6F REAR DRUMS NOT INSPECTED AT THIS TIME			
**********			
F** UPON ROAD TEST FOUND TIRE WARNING LIGHT ON ASDVISE			
14 MAINTENANCE			
526ISERV 0.00			(N/C)
38056 ADJUSTED AIR 3 TIRES LOW NO LEAKS FOUND AT THIS TIME			
**********			

THANK YOU FOR YOUR BUSINESS
IF YOU ARE HAPPY WITH OUR SERVICE
PLEASE TELL OTHERS. IF NOT, PLEASE LET ME
KNOW
DAVID STEWART
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626)289-3591

OPEN 7 DAYS A WEEK	PERSONAL CHECKS WELCOME
PARTS AND SERVICE MON. - FRI. 7:00 AM - 7:00 PM SATURDAY 8:00 AM - 5:00 PM SUNDAY 9:00 AM - 3:00 PM	AMERICAN EXPRESS MASTERCARD VISA DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
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LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

CUSTOMER #: 103794

[redacted]

426377

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91

(626) 289-3591 · (323) 283-1

PAGE 1

BAR# ARD-008494 EPA# CAD981889

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8A[redacted]		38056/38082	T464

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	DATE	PAYMENT	INV DATE
07FEB10	DD11NOV09		15:20 02MAY12			CASH	02MAY12

GO/OPENED	READY	OPTIONS: STK:3794 DLR:1016 ENG:2.0L DURATEC
10:34 01MAY12	14:54 02MAY12	TRN:4 SPEED AUTO AXL:WW 3.34 FIANL DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES CHECK ENGINE LIGHT IS ON ADVISE			
09 FUEL SYSTEM/DRIVABILITY			
629ISERV 0.00			(N/C)
READY VEHICLE DONE, READY AND WASHED			
629ISERV 0.00			(N/C)
INSPECT VEHICLE PERFORM IDS REQUICK TEST DTC P0300,P0316: MONITOR PIDS DATA WITH IDS ROAD TEST POWER BALANCE TEST			
INSPECT SPARK PLUGS ON VEHICLE CHECK IGNITION SYSTEM FOUND LOOSE TOP OF AIR CLEANER ASY. UNLATCHED ADJUST AIR CLEANER COVER & LATCH			
PROPER CLEAR TO CLEAN RETEST ROAD TEST WITH IDS FUEL CUSTOMER CONCERNS, NONE			
**********			
B CUSTOMER STATES IDLE ADVISE			
09 FUEL SYSTEM/DRIVABILITY			
629ISERV			(N/C)
C CUSTOMER ALSO STATES ENGINE STALLS COMMON TO A STOP ADVISE			
629ISERV 0.00			(N/C)
D CUSTOMER STATES VEHICLE IS GETTING POOR GAS MILEAGE ADVISE			
09 FUEL SYSTEM/DRIVABILITY			
629ISERV 0.00			(N/C)
**********			
99P Ford Multi-Point Inspection Report Card			
99P Ford Multi-Point Inspection Report Card			(N/C)
GBATT BATTERY CONDITION IS GOOD			
GBR BRAKE LININGS ARE OK AT THIS TIME			

OPEN 7 DAYS A WEEK	PERSONAL CHECKS WELCOME	STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS
PARTS AND SERVICE MON. - FRI. 7:00 AM - 7:00 PM	AMERICAN EXPRESS MASTERCARD VISA	The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied	LABOR AMOUNT	
			PARTS AMOUNT	
			GAS, OIL, LUBE	
			SUBLET AMOUNT	

CUSTOMER #: 103794

[redacted]

427040

INVOICE

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

PAGE 1

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8A[redacted]		38655/38658	T6384

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	DATE	PAYMENT	INV DATE
07FEB10	DD11NOV09		18:30 15MAY12			CASH	15MAY12

GO/OPENED	READY	OPTIONS: STK:3794 DLR:1016 ENG:2.0L DURATEC
11:26 15MAY12	12:58 15MAY12	TRN:4 SPEED AUTO AXL:WW 3.34 FIANL DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES ENGINE IDLE SEEMS TO MOVE UP AND DOWN TO 800 RPMS ON			
IDLE FULLY WARM ADVISE			
09 FUEL SYSTEM/DRIVABILITY			
629ISERV 0.00			(N/C)
INSPECT AIR INTAKE TUBE FROM MASS AIR FLOW TO THROTTLE BODY PERFROM VISUAL INSPECT UNDER HOOD FOUND LOOSE CLIPS & AIR BOX TOP LID COVER OFF OF ALIGNMENT INSPECT UNDER COVER OF AIR BOX LATCHES BODY NEEDED TO CLEAN THROTTLE BODY & RESET ALL CLEAR KAM RETEST ROAD TEST			
**********			
CUSTOMER STATES THE CHECK ENGINE LIGHT WAS ON THE WAY OVER HERE ADVISE			
09 FUEL SYSTEM/DRIVABILITY			
629ISERV			(N/C)
**********			
THANK YOU FOR CHOOSING BOB WONDRIES FORD FOR YOUR SERVICE			
DAVID STEWART			
PARTS AND SERVICE DIRECTOR			
BOB WONDRIES FORD (626)289-3591			

OPEN 7 DAYS A WEEK	PERSONAL CHECKS WELCOME	STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS
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			PARTS AMOUNT	0.00
			GAS, OIL, LUBE	0.00
			SUBLET AMOUNT	0.00
			MISC. CHARGES	0.00
			TOTAL CHARGES	0.00
			LESS INSURANCE	0.00
			SALES TAX	0.00
GENUINE FORD PARTS FACTORY CERTIFIED TECHNICIANS BODY SHOP FACILITIES • QUALITY REPAIRS GUARANTEED ONE FULL YEAR ALL WARRANTY WORK WELCOME REGARDLESS OF WHERE YOU PURCHASED YOUR FORD		CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	0.00

CUSTOMER #: 103794
UNIT# 3794

[redacted]

MONTEREY PARK, CA [redacted]

[redacted] CONT:N/A
CELL:

426377

INVOICE

PAGE 2

Bob Wondries Ford

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

BAR# ARD-008494 EPA# CAD981669971

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		38056/38082	T4648

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07FEB10 DL	11NOV09		15:20 02MAY12			CASH	02MAY12

R.O. OPENED	READY	OPTIONS:
10:34 01MAY12	14:54 02MAY12	STK:3794 DLR:1016 ENG:2.0L_DURATEC TRN:4_SPEED_AUTO AXL:WW_3.34_FIANL_DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

5261SERV 0.00 (N/C)

GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME

5261SERV 0.00 (N/C)

38056 99P 0.10 TIRES AT 6/32 BRAKES AT 6F REAR DRUMS NOT INSPECTED AT THIS TIME

****

F** UPON ROAD TEST FOUND TIRE WARNING LIGHT ON ASDVISE

14 MAINTENANCE

5261SERV 0.00 (N/C)

38056 ADJUSTED AIR 3 TIRES LOW NO LEAKS FOUND AT THIS TIME

****

THANK YOU FOR YOUR BUSINESS
IF YOU ARE HAPPY WITH OUR SERVICE,
PLEASE TELL OTHERS. IF NOT, PLEASE LET ME
KNOW.
DAVID STEWART
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626) 289-3591

PEN
A WEEK
SERVICE
M - 7:00 PM
M - 5:00 PM
- 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

UINE FORD PARTS
CERTIFIED TECHNICIANS
ILITIES * QUALITY REPAIRS
EED ONE FULL YEAR
ITY WORK WELCOME
YOU PURCHASED YOUR FORD

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

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

CUSTOMER #: 103794
UNIT# 3794

427040

Bob Wondries Ford

INVOICE

P.O. BOX 1131 · ALHAMBRA, CA 9180
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 9180

(626) 289-3591 · (323) 283-114

DUPLICATE 2
PAGE 1

[redacted]
MONTEREY PARK, CA [redacted]
[redacted] CONT:N/A
[redacted] CELL:

BAR# ARD-008494 EPA# CAD98166997

SERVICE ADVISOR: 520 NELSON SOLIZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE SUED	10	FORD FOCUS	1FAHP3EN8AW[redacted]		38655/38658	T6394

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
07FEB10	DD11NOV09		18:30 15MAY12			CASH	15MAY12

R.O. OPENED	READY	OPTIONS:
11:26 15MAY12	12:58 15MAY12	STK:3794 DLR:1016 ENG:2.0L DURATEC TRN:4 SPEED AUTO AXL:WW 3.34 FIANL DRIV 1)OWNER ADVANTAGE NO 224 861 486

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES ENGINE IDLE SEEMS TO MOVE UP AND DOWN TO 500 RPMS ON IDLE FULLY WARM ADVISE

09 FUEL SYSTEM/DRIVABILITY

629ISERV 0.00 (N/C)

38658 0.00 INSPECT NO MIL IS AT THIS TIME PERFROM IDS REC P0300. PERFROM VISUAL INSPECT UNDER HOOD FOUND LOOSE CLIPS & AIR BOX TOP LID COVER OFF OF ALIGNMENT INSPECT UNDER COVER OF AIR BOX & THROTTLE BODY NEEDED TO CLEAN THROTTLE BODY & RESET ALL CLEAR KAM RETEST ROAD TEST WORKING AS DESIGN

****

B CUSTOMER ALSO STATES THE CHECK ENGINE LIGHT WAS ON ON THE WAY OVER HERE ADVISE

09 FUEL SYSTEM/DRIVABILITY

629ISERV 0.00 (N/C)

38658 SEE LINE "A"

****

THANK YOU FOR YOUR BUSINESS.
IF YOU ARE HAPPY WITH OUR SERVICE,
PLEASE TELL OTHERS. IF NOT, PLEASE LET ME KNOW.
DAVID STEWART
PARTS AND SERVICE DIRECTOR
BOB WONDRIES FORD (626)289-3591

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
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DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
GUARANTEED ONE FULL YEAR
ALL WARRANTY WORK WELCOME
REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

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

CUSTOMER SIGNATURE

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

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
5/18/2012	[redacted]	1FAHP3EN8AW[redacted]	2010	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	1654820942		
4/3/2012	[redacted]	1FAHP3EN8AW[redacted]	2010	02
CLOSED	MISC INQUIRY - CHANGE OF ADDRESS	1654820942		

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All Action Details for Issue

Print

VIN: 1FAHP3EN8AW[redacted] **Year:** 2010 **Model:** **Case:** 1654820942

Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-02-07

Symptom Desc: FUEL ECONOMY COMPLAINT MODE ALL CONDITIONS **Primary Phone:** [redacted]

Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK **Secondary Phone** [redacted]

Issue Type: 04 REGION **Issue Status:** CLOSED

Initial Customer Contact: 04/04/2012

Action: TIER II ESCALATION - UNABLE TO DUPLICATE

Dealer: 05520 BOB WONDRIES FORD **Origin Desc:** US CONCERN CASE BASE

Odometer: 37000 MI **Comm Type:** PHONE

Analyst Name: REED, JEFFREY **Analyst:** JREED129

Action Date: 04/03/2012 **Action Time:** 18.14.54.408 **Action Data:** Yes

Comments CUSTOMER SAID: = BEEN BACK AND FORTH TO THE DEALER FOR HUB ISSUES, BUT THE VEHICLE IS A GAS GUZZLER.= JUST DROVE MAYBE ABOUT 15 MILES, AND IT'S REGISTERING FROM THE 100+ NOW TO 35 MILES LEFT IN THE TANK.= THE IDLE RPMS WILL KEEP GOING UP AND DOWN.= THEY SAY THAT LOOKS NORMAL BUT THAT THEY CANNOT DUPLICATE THE MILES PER GALLON ISSUE CUST IS HAVING ON THEIR DIAG EQUIPMENT.= CUST STATES HE USED TO GET AROUND 34 MPG, NOW HE FUELS UP CONSTANTLY.= VEHICLE WAS IN THE DEALERSHIP TODAY.= 25 DOLLARS OF GAS GONE IN 2 DAYS GOING JUST 10 MILES TO AND FROM WORK.DEALER SAID: BOB WONDRIES FORD400 S ATLANTIC BLVDALHAMBRA CA 91801(866) 668-6483CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE= ADV CUST OFA BOVE.= BEST CONTACT NUMBER IS [redacted]= CUST BEST CONTACT TIME IS AFTERNOON.= VEHICLE IS WITH CUSTOMER.

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

Action: CREATE FOLLOW UP

Dealer: 05520 BOB WONDRIES FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 37000 MI **Comm Type:** PHONE

Analyst Name: COLL,MARK **Analyst:** MCOLL

Action Date: 04/04/2012 **Action Time:** 12.26.01.684 **Action Data:** Yes

Comments *CSM MARK EXT 77749 ,AFTER REVIEW OF CASE NOTES, AWS LISTS TWO PRIOR REPAIRS FOR FUEL ECON * OBC TO DLR *SPOKE TO S/D DAVE , WHO SAYS ON TWO PRIOR

VISITS, DLR COULD NOT CONFIRM CONCERN, ON THIS MOST RECENT VIST, SAME RESULTS, VEH CHECKED OK ON IDS, CUST DID NOT WANT DLR TO TEST DRIVE, VEH WAS RETURNED TO CUST ON 04-03, S/A TRYING TO GET CUST BACK IN SO DLR CAN PUT MILES ON VEH ON TEST DRIVE, DLR WOULD PROVIDE ONE DAY RENTAL TO ACCOMMODATE CUST * OBC TO CUST @ [redacted] *LVM , GAVE CONTACT INFO AND REF #, SET F/U FOR 04-05* OBC TO CUST @ [redacted] * LVM, SAME AS ABOVE

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-05-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 05520 BOB WONDRIES FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 37000 MI

Comm Type: PHONE

Analyst Name: COLL,MARK

Analyst: MCOLL

Action Date: 04/05/2012

Action Time: 14.41.30.891

Action Data: Yes

Comments *CSM MARK , EXT OBC TO CUST @ [redacted] *NO ANSWER NO V/M * OBC TO CUST [redacted] * CUST SAYS MILEAGE IS BAD , VEH IDLES ROUGH, RPM SPIKES , SAYS HE HAS TAKEN VEH BACK FIVE TIMES ,LAST TIME DLR TOLD HIM EVERYTHING CHECKED OUT NORMAL * CSM ADVISES OF OUR ROLE , ADVISED CUST NEXT STEP WOULD BE TO HAVE ANY CONCERN/S VERIFIED AT DLR , DLR HAS OFFERED ONE DAY LOANER * CUST SAYS HE HAS ALT TRANS , DOES NOT NEED A RENTAL , SAYS HE WILL TAKE VEH BACK IN , ASKS TO BE CALLED BACK IN ONE WEEK* CSM PROVIDES CASE # AND CONTACT # , SET F/U FOR 04-12

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-12-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 05520 BOB WONDRIES FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 37000 MI

Comm Type: PHONE

Analyst Name: COLL,MARK

Analyst: MCOLL

Action Date: 04/11/2012

Action Time: 12.17.54.198

Action Data: Yes

Comments *CSM MARK EXT 77749 ,OBC TO CUST @ [redacted], IN RESPONSE TO V/M FROM CUST * LVM GAVE, CONTACT INFO AND REF # , SET F/U FOR 04-13

Data Element Name	Data Value

DATE OF FOLLOW UP:	04-13-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 05520 BOB WONDRIES FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 37000 MI **Comm Type:** PHONE

Analyst Name: COLL,MARK **Analyst:** MCOLL

Action Date: 04/13/2012 **Action Time:** 13.20.59.598 **Action Data:** Yes

Comments *CSM MARK EXT 77749 .IBC FROM CUST , WHO SAYS HE DID NOT BRING VEH IN THIS WEEK BECAUSE S/D WAS ON VACA , CUST WANTS FMC TO REPLACE OR REFUND *VEH BASED ON MULTIPLE VISITS FOR SAME CONCERN (ROUGH IDLE) * CSM OFFERS TO DO GOOD FAITH ASSESSMENT AND F/U ON 04-20 * CUST SAYS HE HAD VEH IN FIVE TIMES FOR THIS CONCERN

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-20-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 05520 BOB WONDRIES FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 37000 MI **Comm Type:** PHONE

Analyst Name: COLL,MARK **Analyst:** MCOLL

Action Date: 04/13/2012 **Action Time:** 13.23.45.483 **Action Data:** Yes

Comments *CSM MARK EXT 77749 , SETTING F/U FOR REVIEW OF VEH HISTORY

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-16-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05520 BOB WONDRIES FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 37000 MI **Comm Type:** PHONE

Analyst Name: COLL,MARK **Analyst:** MCOLL

Action Date: 04/13/2012 **Action Time:** 14.14.07.732 **Action Data:** No

Comments *CSM MARK EXT 77749 .OBC TO DLR , LVM FOR S/D DAVE , REQUESTING REVIEW OF HISTORY ON THIS VEH

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05520 BOB WONDRIES FORD
Origin Desc: DEALER
Odometer: 37000 MI
Comm Type: OTHER
Analyst Name: DAVID STEWART
Analyst: D-STEWA6
Action Date: 04/17/2012
Action Time: 20.24.42.370
Action Data: No

Comments CUSTOMER RETURNED PHONE CALL TO DAVE STEWART, SD, THIS AFTERNOON. WENT OVER HIS CONCERNS AGAIN ABOUT A VIBRATION, ENGINE ACCELERATES ALL THE TIME AND POOR GAS MILEAGE. CUSTOMER STATED HIS SON DRIVES THE VEHICLE TO AND FROM SCHOOL WHICH IS 1/2 MILE AWAY AND HE CAN'T UNDERSTAND WHY THE VEHICLE DOES NOT GET 25 TO 30 MILES PER GALLON. DAVE ASKED CUTOMER TO BRING THE CAR IN AND ALOW US TO DRIVE THE VEHICLE AT LEAST 40 MILES IN ORDER GET MORE ACCURATE INFORMATION.DAVE ALSO REQUESTED TO DRIVE THE VEHICLE WITH THE CUSTOMER TO HELP VERIFY ANY CONCERNS. CUSTOMER WAS OFFERED A RENTAL BUT THE HE SAID IT WOULD BE AN INCONVIENCE BECAUSE HIS WIFE AND SON COULD NOT DRIVE IT. THE CUSTOMER STATED HE DID NOT WANT TO BRING THE VEHICLE IN BECAUSE HE WAS WAITING TO HEAR BACK FROM FORD CUSTOMER SERVICE, HE BELIEVES FORD SHOULD BUY THE CAR BACK FROM HIM.

Action: CREATE FOLLOW UP
Dealer: 05520 BOB WONDRIES FORD
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 37000 MI
Comm Type: PHONE
Analyst Name: COLL,MARK
Analyst: MCOLL
Action Date: 04/20/2012
Action Time: 14.38.05.774
Action Data: Yes

Comments *CSM MARK EXT 77749 , IBC FROM CUST, WHO ASKS TO HAVE VEH REPURCHASED OR REPLACED, SAYS HE CAN'T KEEP BRINGING VEH BACK IN FOR REPAIRS, SAYS HE HAS BROUGHT VEH IN FIVE OR SIX TIMES ALREADY * CSM ADVISES CUST OF OUR ROLE , I CANNOT OFFER TO REPURCHASE OR REPLACE VEH AT THIS TIME, SUGGEST CUST WORK WITH DLR TOWARD REPAIRS , OFFERD CUST INFO ON BBB * CUST SAYS HE WILL BRING VEH BACK TO DLR * CSM SETS F/U FOR 04-27 *OBC TO DLR *SPOKE TO S/M DAVE , ADVISED OF ABOVE , S/M TO SEND COMPLETE HISTORY WITH UPDATE ON ANY NEW CONCERNS ON UPCOMING VISIT

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-23-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 05520 BOB WONDRIES FORD
Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 37000 MI **Comm Type:** PHONE
Analyst Name: COLL,MARK **Analyst:** MCOLL
Action Date: 04/20/2012 **Action Time:** 14.53.07.620 **Action Data:** Yes

Comments * CSM MARK EXT 77749 , RESETTING F/U FOR REVIEW UPON MY RETURN TO OFFICE ON 04-25

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-25-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 05520 BOB WONDRIES FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 37000 MI **Comm Type:** PHONE
Analyst Name: COLL,MARK **Analyst:** MCOLL
Action Date: 04/25/2012 **Action Time:** 16.19.53.740 **Action Data:** Yes

Comments *CSM MARK EXT 77749 , * NOTE EMAILED DLR , ATTACHEMENTS NOT RECEIVED ON LATEST EMAIL FROM DLR , REQUESTING DLR FAX R.O.S

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-26-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN ADDRESSED
Dealer: 05520 BOB WONDRIES FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 37000 MI **Comm Type:** PHONE
Analyst Name: COLL,MARK **Analyst:** MCOLL
Action Date: 04/26/2012 **Action Time:** 13.54.15.781 **Action Data:** Yes

Comments *CSM MARK EXT 77749, NOTE RECEIVED HISTORY FROM DLR, AFTER REVIEW OF HISTORY , OBC TO DLR *SPOKE TO S/D DAVE ,WHO SAYS CUST HAS NOT RETURNED FOR ANY ADDITIONAL CONCERNS * OBC TO CUST @[redacted] * LVM , GAVE CONTACT INFO AND REF # , SET F/U FOR 05-02 * OBC TO CUST @[redacted] *CUST SAYS HE HASN'T HAD A CHANCE TO BRING VEH INTO DLR , SAYS HIS SON NEEDS THE VEH FOR SCHOOL, SAYS HE HAS BEEN IN FOUR OR FIVE TIMES FOR REPAIRS, ASKS HOW MANY TIMES HE HAS TO BRING VEH IN BEFORE FMC BUYS VEH BACK , CSM ADVISES CUST THAT I HAVE ALREADY

ADDRESSED HIS REQUEST FOR A REPURCHASE, I WILL NOT BE OFFERING TO REPURCHASE VEH AT THIS TIME, ADVISED CUST THAT IF HE GETS VEH BACK TO DLR AND THEY VERIFY CONCERN, CUST MAY CALL ME AT THAT TIME FOR ANYTHING I CAN HELP WITH

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	37
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05520 BOB WONDRIES FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 37000 MI **Comm Type:** PHONE

Analyst Name: COLL,MARK **Analyst:** MCOLL

Action Date: 05/15/2012 **Action Time:** 18.04.06.234 **Action Data:** No

Comments *CSM MARK EXT 77749 * OBC TO CUST @[redacted], IN RESPONSE TO V/M FROM CUST *CUST SAYS HE HAD TO BRING VEH BACK TO DLR TODAY FOR A ROUGH IDLE , SAYS DLR FOUND THE AIR FILTER COVER UNSNAPPED, THEY FIXED IT AND RETURNED VEH TO CUST SAME DAY, CUST WANTS VEH REPLACED * CSM ADVISES THAT WE HAVE ALREADY GIVEN HIM AN ANSWER ON THAT REQUEST, WE WOULD NOT BE OFFERING A REPLACEMENT/REPURCHSE , GAVE CUST PHONE # FOR BBB AUTO LINE IF HE WOUILD LIKE TO PURSUE DRP

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 05520 BOB WONDRIES FORD **Origin Desc:** DEALER

Odometer: 38655 MI **Comm Type:** OTHER

Analyst Name: DAVID STEWART **Analyst:** D-STEWA6

Action Date: 05/18/2012 **Action Time:** 12.34.44.420 **Action Data:** No

Comments MR. HAMIDA BROUGHT VEHICLE BACK ON 5/15/12, RO427040, 38,655 MILES. IDLE WAS FLUCTUACTING UP AND DOWN APROX 500 RPM AND STATED THE CHECK ENGINE LIGHT HAD BEEN ON. CUSTOMER ALSO COMPLAINED OF THE NEED TO ADD $10-$15 OF FUEL AND POOR GAS MILEAGE. MESSAGE BOARD ON DASH WAS CHECKED WITH CUSTOMER PRESENT

WHICH SHOWED THE VEHICLE WAS GETTING 23.1 MILES PER GALLON. ALSO NOTICED THE THE CUSTOMER HAD NOT RESET TRIP "A" MILEAGE IN OVER 6,200 MILES AND TRIP "B" IN 34,647 MILES. UPON INSPECTION, TECH FOUND AIR FILTER TOP COVER OPEN, TWO CLIPS WERE RELEASED. TECH CLEANED THROTTLE BODY TO ENSURE THERE WAS NO DEBRIS AND CLEARED KAM. DID NOT OBSERVE A CHECK ENGINE LIGHT ON. CUSTOMER WAS SHOWN WHICH CLIPS HAD BEEN LOOSE AND DID NOT KNOW HOW THEY COULD HAVE BEEN RELEASED. VEHICLE WAS HERE 5/4/12, 38,082 MILES WHEN WE FOUND TWO LOOSE HOSES THAT CONNECT TO AIR CLEANER ASSY.

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All Action Details for Issue

Print

VIN: 1FAHP3EN8AW[redacted] **Year:** 2010 **Model:** **Case:** 1654820942
Name: MR [redacted] **Owner Status:** Original **WSD:** 2010-02-07
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: 37000 MI **Comm Type:** PHONE
Analyst Name: REED, JEFFREY **Analyst:** JREED129
Action Date: 04/03/2012 **Action Time:** 18.11.21.668 **Action Data:** No

Comments CUSTOMER PROFILE UPDATE

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GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details Attachments: 0

Report# :	CEODA017 NHL			**Received:**	05/15/2012
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,FOCUS (NA) ,S ,4 DOOR ,SEDAN ,1FAHP3EN8AW[redacted]			**Build Date:**	11/11/2009
Odometer :	38,655 M	**Engine:**	2.0L 4V	**Calibration:**	AAU1PZ0A
Transmission:	FN 4SPD	**Axle:**	3.34 RATIO	**A/C:**	YES
Dealer:	USA 05520 Bob Wondries Ford			**Phone#:**	(626) 289-3591
City:	Alhambra	**State:**	California	**Country :**	USA

Originator: JAMIE RIOJAS

Symptom: 5 51 6 02 DRV PERF,IDLE QUALITY,ROLLING,ALWAYS

Status:

VFG: V40 GOOD IDLE QUALITY

Additional Symptom: ROLLING IDLE MISFIRES

Fix: **Causal Component :**

Condition Code:

Hotliner: SFERRET **Phone:** 313 317-9124 **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: JAMIE RIOJAS **Phone:** 000 000-0000 **Title Cde:** T

KOEO: P0300 P0316
KOEC:
KOER:
Comments:

REPAIR 05/15/2012 03:33PM SHAWN FERRET MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:ROLLING UP DOWN IDLE FROM 850RPM TO 550 RPM
MIL WAS ON IS OFF WHEN VEHICLE CAME IN DIAGNOSTICS: IDS EEC QUICK
TEST DTC MONITOR PIDS DATA ALL OK FUEL TRIMS GOOD PARTS
REPLACED:NONE AT THIS TIME PREVIOUS WAS HEGO TECH QUESTION:ANY
SUGGESTIONS DOES HAVE LATEST CALIB. IN PCM

RECOMM 05/15/2012 03:33PM SHAWN FERRET MSS - FCSD - TECH SVC HOTLINE
JAIME, A ROLLING IDLE FOR THIS VEHICLE CAN BE CAUSED BY THE
ELECTRONIC THROTTLE BODY (ETB), THE MAF SENSOR, A LEAN CONDITION, CKP
TIMING, OR BASE ENGINE TIMING. VERIFY THE AIR BOX AND INTAKE TUBES
ARE PROPERLY SEALED, THE FILTER IS OEM, AND THE MAF SENSOR IS FREE OF
CONTAMINATION. MONITOR ETC_ACT AND ETC_DSD AND IF THEY DIFFER BY
MORE THAN 3 DEGREES DURING THE ROLLING IDLE, REPLACE THE
ETB. MONITOR FUEL TRIMS FOR A LEAN CONDITION AND IF FOUND, BLOCK
OFF ALL EXTERNAL VACUUM SOURCES AND RE-EVALUATE. REVIEW
HREF=HTTP://WWW.VREP.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SSM/SS
M.ASP?SSM=21216 TARGET='_BLANK'>SSM 21216 IN REGARDS TO CKP TIMING

REPAIR 05/15/2012 04:04PM CWAGONE1
I FOUND LOOSE AIR BOX CLIPS WHEN FAN COMES ON THATS WHEN IDLE CONCERN
HAPPENS MORE THANK YOU FOR QUICK RESPOND

RECOMM 05/15/2012 04:04PM CWAGONE1
JAIME, THANK YOU FOR UPDATING US ON WHAT WAS FOUND DURING THE REPAIR.
IF NOT ALREADY COMPLETED, PLEASE REMEMBER TO COMPLETE THE ONLINE
SURVEY AT YOUR CONVENIENCE.

Folder Number: File Report To This Folder File Report To A Folder Download Options

Add Comments Previous Next Save Mail Report

Requester: LBINGHAM
Report Summary
Server: FCWS686

Ford Proprietary, Private

29-Aug-2012
Retention: None

[redacted]

[redacted]

AR
Erskin

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

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EMAIL: TOM@LEMONLAWINFO.COM

212 CENTER STREET, SUITE 600
LITTLE ROCK, ARKANSAS 72201
501-376-7934 FAX: 501-376-7942

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ATLANTA, GA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-216-0365

PLEASE DIRECT ALL CORRESPONDENCE
TO CORPORATE OFFICE

OFFICE OF THE SECRETARY
11 NOV 16 P1:29

November 7, 2011

Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

RE: [redacted] v. Ford Motor Company
NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client:	[redacted]
Vehicle:	10 Ford Edge
VIN:	2FMDK3GCOAE[redacted]
Date of purchase:	08/28/10
Our File No.:	AR11-10114

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Electrical;**
3. **Check engine light;**
4. **Vehicle dies;**
5. **Excessive days out of service.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

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

Sincerely,

Thomas Barron, Esq.
Attorney at Law

CC: [redacted]

LEMON LAW RIGHTS NOTIFICATION & ACKNOWLEDGEMENT

ATTENTION: ARKANSAS RESIDENTS

In accordance with Arkansas law, you must seek resolution of your warranty problem through the Better Business Bureau (BBB) AUTO LINE Program before filing a civil action under the lemon law.

To open a case with the BBB AUTO LINE, call 1-800-428-3718 or write to:

BBB AUTO LINE
4200 Wilson Boulevard, Suite 800
Arlington, VA 22203-1833

VEHICLE MODEL: EDGE YEAR: 2010

IDENTIFICATION NUMBER: 2 F M D K 3 G C 0 A B [redacted]

I ACKNOWLEDGE RECEIPT OF THE BOOKLET ENTITLED "A CUSTOMER'S GUIDE TO THE ARKANSAS LEMON LAW" PUBLISHED BY THE STATE OF ARKANSAS.

[redacted] DATE: 08/28/2010

Ford Customer Service Division

WHITE COPY - DEALER YELLOW COPY - CUSTOMER

LL-AR 19-96-01 Updated 04/08 Previous editions may not be used

Printed 1/09 8500-LEM-26 51926, 18

VEHICLE REGISTRATION CERTIFICATE
STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
KEEP THIS DOCUMENT IN YOUR VEHICLE

VEHICLE IDENTIFICATION NUMBER
2FMDK3GC0AE[redacted]

LIEN HOLDER(S):

LICENSE PLATE	LICENSE TYPE/USE	DECAL COLOR	EXPIRATION DATE	DECAL NO
[redacted]	PCLP	B	8/31/2012	[redacted]

YEAR	MAKE	MODEL	BODY	COLOR	FUEL CYL	UNLADEN WEIGHT	DISPLACEMENT	AXLES
2010	FORD	EDG	UT	BLK	G 6	3944	00000	00

OWNERS COUNTY: POPE
ODOMETER: 000000
DATE ISSUED: 8/22/2011
TITLE NUMBER: [redacted]
ISSUING STATE: AR
TITLE PRINT STATUS: NOT TO BE PRINTED
RENEWAL IDENTIFICATION NUMBER (RIN): 06716584
VERIFICATION CODE: 6812
TITLE BRANDS:

[redacted] AND
[redacted]
POTTSVILLE AR [redacted]

PURCHASED
NEW AR DEALER

REGISTRATION FEE	REPLACEMENT FEE	VEH PURCHASE PRICE	LOCAL TAX(1)
25.00	0.00	0.00	0.00
CREDIT	TRANSFER FEE	PLUS EXT WAR	LOCAL TAX(2)
0.00	0.00	0.00	0.00
ADDITIONAL FEES	TITLE FEE	LESS TRADE IN	LOCAL TAX(3)
0.00	0.00	11500.00	0.00
PRO RATED FEES	LIEN FEE	TAXABLE PRICE	LOCAL TAX(4)
0.00	0.00	0.00	0.00
SPECIAL FEE (1)	PENALTY	STATE TAX	TOTAL TAXES
0.00	0.00	0.00	0.00
SPECIAL FEE (2)	POSTAGE	STATE TAX PENALTY	TOTAL REG FEES
0.00	.25	0.00	27.75
SPECIAL FEE (3)		LOCAL TAX PENALTY	TOTAL PAID
2.50		0.00	27.75

OFF TRAN INFO
STAR RENEWAL UPDATE
AUGUST 22, 2011
01:04:46:324 P.M.
INTERNET OFFICE
STATE DOLLARHIDE
RAGLAND BLDG
(501)682-4703 REVWEBU

INSTRUCTIONS:
1) Remove decal by bending paper along dotted line
2) Lift edge of decal and slowly peel.
3) See back side for instructions

PEEL HERE

[redacted]
POTTSVILLE [redacted]

"Owner must sign in the space indicated on back of this certificate" 4458 - 282

Bank of America

SIMPLE INTEREST LOAN NOTE, DISCLOSURE AND SECURITY AGREEMENT

BORROWER(S)

[redacted]

NAME

LENDER BANK OF AMERICA, N.A.

DEALER LANDERS FORD LINCOLN MERCURY

ADDRESS [redacted] POTTSVILLE AR [redacted]

ADDRESS [redacted] POTTSVILLE AR [redacted]

ADDRESS

DESCRIPTION OF MOTOR VEHICLE PURCHASED:

New or Used	Year	Make and Model	Vehicle Identification Number	Use For Which Purchased
☒ New ☐ Used	2010	FORD TRUCK EDGE	2FMDK3GC0AB[redacted]	☐ Personal ☐ Business

TRUTH-IN-LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
4.25 %	$ 3251.80 (e)	$ 24149.24	$ 27401.04 (e)

(e) means an estimate

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
72	380.57	Monthly Beginning 09/27/2010
	N/A	
	N/A	

Security: You are giving us a security interest in the Motor Vehicle being purchased.
Late Charge: If a payment is more than 15 days late, you will be charged four percent (4%) of the unpaid portion of the payment.

Filing Fee: $ 1.00

Prepayment Charge: If you pay off early, you will not have to pay a penalty; and will not be entitled to a refund of a part of the finance charge. See your contract documents for any additional information about nonpayment, default, any required prepayment in full before the scheduled date, and prepayment penalties.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Sale Price (including any accessories, extras, services, and taxes) ..... $ 29535.00 (1)
2. Total Downpayment = Net Trade-In $ 1936.76 + Cash Downpayment $ 3500.00
   Your Trade-In is a 2007 TOYOTA CAMRY ..... $ 5436.76 (2)
3. Unpaid Balance of Cash Price (Amount paid on your Account) (1 minus 2) ..... $ 24098.24 (3)
4. Amounts Paid to Others on Your Behalf:
   A. To: Credit Insurance Company (single life) ..... $ N/A *
   B. To: Credit Insurance Company (joint life) ..... $ N/A *
   C. To: Accident and Health Insurance Company ..... $ N/A *
   D. To: Public Officials For Title, License, Lien Fee and Registration Fees (Itemize) ..... $ 51.00
   TITLE 1.00 SERVICE & HANDLING-50.00
   E. Other Charges (Identify Who Must Receive Payment and Describe Purpose)
   To: N/A For Service Contract $ N/A *
   To: N/A For Debt Cancellation Coverage $ N/A *
   To: N/A For: N/A $ N/A *
   To: N/A For: N/A $ N/A *
   Total Other Charges and Amounts Paid to Others on Your Behalf ..... $ 51.00 (4)
5. Prepaid Finance Charges:

N/A

B. Other: N/A $ N/A

Total Prepaid Finance Charges $ N/A (5)

6. Principal Amount (3 + 4 + 5) $ 24149.24 (6)

7. Amount Financed (6 minus 5) $ 24149.24 (7)

*Dealer may share in or receive a portion of these amounts.

NOTICE: THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIABLE WITH THE DEALER. THE DEALER MAY RECEIVE A PART OF THE FINANCE CHARGE.

CREDIT INSURANCE DISCLOSURE: YOU ARE REQUESTING CREDIT INSURANCE INDICATED HEREIN. YOU AGREE THAT IT IS NOT REQUIRED AS A CONDITION OF THIS LOAN. Please review the information provided by the insurer for more detail concerning the terms and conditions. Please check the appropriate box(es) and sign below if you wish to purchase insurance:

☐ Single Credit Life Insurance (Borrower only) ☐ Credit Disability Insurance (Borrower only)

☐ Joint Credit Life Insurance

Insuror(s): N/A

Address: N/A

Credit Life: Term: N/A Premium $ N/A Joint Credit Life: Term: N/A Premium $ N/A

Credit Disability: Term: N/A Premium $ N/A Other: N/A Term: N/A Premium $ N/A

X _____ Borrower Date X _____ Co-Borrower Date

GUARANTEED ASSET PROTECTION ("GAP") DISCLOSURE

THIS PRODUCT IS OPTIONAL Your purchase of GAP is optional. Whether or not you purchase GAP will not affect your application for credit or the terms of any existing credit agreement you have with the Bank.

REFUND OF FEE PAID FOR GAP You may cancel GAP at any time and receive a refund.

ELIGIBILITY REQUIREMENTS, CONDITIONS AND EXCLUSIONS There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits under GAP.

You should carefully read the GAP Addendum for a full explanation of the terms of GAP.

Borrower: _____ Date: _____ Borrower: _____ Date: _____

PROPERTY INSURANCE: You understand that you are required to purchase property insurance on the Motor Vehicle. You can buy this insurance through any person of your choosing acceptable to us (please see reverse side for what could happen if you do not maintain such insurance.)

PROMISE TO PAY: You promise to pay to the order of Bank of America, N.A., the Principal Amount (shown above) plus interest at the Contract Rate of 4.25% from the date you sign this Agreement and continuing until your loan is paid in full. You agree to make regular monthly payments in accordance with the payment schedule shown above. You may prepay all or any part of the unpaid principal balance without paying any penalty. If you prepay, we will not refund to you any portion of the finance charge. If we have not received the full amount of any payment by the end of fifteen (15) calendar days after it is due, you may be required to pay a late charge equal to four percent (4%) of the full amount of the scheduled payment. If any payment under this Agreement is made with a check or other instrument that is dishonored for any reason, you agree to pay us a returned check fee of twenty-five dollars ($25) in addition to any other amounts or charges you may owe us. Interest will be charged on a daily basis of 1/365 (1/366 in a leap year) beginning on the date you sign this Agreement to purchase or refinance the Motor Vehicle described above and continuing until the full amount of the principal balance has been paid. This means the amount of interest you pay will be less if you make your payments early and more if you pay late.

ADDITIONAL TERMS AND CONDITIONS. Please see the reverse side for additional terms and conditions. You are bound by these terms in the same manner as if they were printed on the front.

SIGNATURE. By signing below, you agree to all of the terms of this Agreement and request us to issue the proceeds of this Note. You acknowledge receiving a copy of this Agreement.

NOTICE TO COSIGNER. You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs which increases this amount. The Bank can collect this debt from you without first trying to collect from the borrower. The Bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of *your* credit record. This notice is not the contract that makes you liable for the debt.

NOTICE TO CONSUMER. (1) Do not sign this Agreement before you read it; (2) You are entitled to a copy of this

[redacted]

08/28/2010

Borrower's Signature Date Borrower's Signature Date

Borrower's Signature Date

AR DIRECT LOAN
04-06-2417 P (11-05)

COPY

RETAIL BUYER'S ORDER FORM

MAILING ADDRESS
P.O. BOX 1649
BENTON, AR 72018

Landers Ford Lincoln Mercury

LANDERS
www.landers.com

Landers Ford Lincoln Mercury
19501 I-30
Benton, Arkansas 72015
501-315-4700 • 800-264-3673

Date: 08/28/10

[redacted]

07/26/84
Customer's Birthdate

Street Address: POTTSVILLE AR [redacted]

MICHAEL R OSBORN
Salesman's Name

5004
Salesman's #

Customer's Birthdate

[redacted]

E-Mail

PLEASE ENTER MY ORDER FOR THE FOLLOWING: ☐ CAR ☒ TRUCK ☐ VAN

☒ NEW ☐ USED YEAR 2010 MAKE FORD TRUCK

SERIES EDGE BODY TYPE FWD SE COLOR TUXEDO BLK STOCK NO. ABB68116

CYLS ____ MILES 13 SERIAL NO. 2FMDK3GC0A[redacted]

CASH DELIVERED PRICE OF UNIT	$	29535.00
SERVICE AND HANDLING FEE		50.00
A SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO THE CUSTOMER FOR PERFORMING SERVICES AND HANDLING DOCUMENTS RELATING TO THE CLOSING OF A SALE OR LEASE. THE SERVICE AND HANDLING FEE MAY RESULT IN PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT FOR THE PREPARATION OF LEGAL DOCUMENTS. THIS NOTICE IS REQUIRED BY LAW.		
1) TOTAL PRICE OF UNIT	$	29585.00
2) *DOWN PAYMENT:*	$	5436.76
REBATE	$	3500.00 [redacted]
CASH	$	
NET TRADE-IN	$	1936.76
TERM 72MONTHS		
3) UNPAID CASH BALANCE DUE ON DELIVERY *(DIFFERENCE BETWEEN ITEMS 1&2)*	$	24148.24

CUSTOMER represents and warrants that the trade-in vehicle does not nor has it ever had a certificate of title showing any of the following designations, "DAMAGED", "SALVAGED", "WATER DAMAGED", "RECONSTRUCTED", "REBUILT", or any similar designation. CUSTOMER further agrees that in the event an abstract of the trade-in certificate of title reflects one of the above designations, the CUSTOMER will reimburse Landers for any loss Landers may sustain as a result of such designation.

[redacted]

CUSTOMER agrees that the payoff amount on the customer's trade-in has been supplied by the CUSTOMER or by a finance company or bank and that Landers is relying on that amount in making this transaction. In the event the payoff is incorrect, Landers will reimburse any amount due CUSTOMER and CUSTOMER will reimburse Landers any amount Landers is required to pay above the represented payoff.

[redacted]

ALL DEALS SUBJECT TO FINANCE APPROVAL UPON COMPLETION OF CHECKING MY CREDIT BY THE FINANCE COMPANY OR BANK. I AGREE TO RETURN THIS VEHICLE TO LANDERS FORD. IF FOR ANY REASON MY CREDIT IS DEN[redacted]

MANAGER

USED CAR TRADE-IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN TOYOTA		
MODEL CAMRY		
COLOR GRAY	CYLS 4	
YEAR 2007 MILES 47727	BODY 4DR SDN SE A	
SERIAL NO. 4T4BE46K27R006736		
BALANCE OWED TO: TMCC		
ADDRESS		
USED TRADE-IN ALLOWANCE	$	11500.00
BALANCE OWED ON TRADE-IN	$	9563.24
NET ALLOWANCE ON USED TRADE-IN	$	1936.76

2ND USED CAR TRADE-IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN		
MODEL		
COLOR	CYLS	
YEAR MILES	BODY	
SERIAL NO.		
BALANCE OWED TO:		
ADDRESS		
USED TRADE-IN ALLOWANCE	$	N/A
BALANCE OWED ON TRADE-IN	$	N/A
NET ALLOWANCE ON USED TRADE-IN	$	N/A

INSURANCE CO.	
AGENT	
ADDRESS	
PHONE	

SALES TAX

CUSTOMER PAYS ALL TAXES	[redacted]
CUSTOMER FINANCES TAXES	☐
LANDERS PAYS TAXES IN THE AMOUNT OF :	$

SALES CONDITIONS

In compliance with the Federal law pertaining to the truth in lending, I hereby authorize Landers to check my credit and employment history and submit application to any bank or finance company authorized to do business in Arkansas. *"Buyer's rights to possession of the vehicle described [redacted] Buyer and upon approval and acceptance of such contract by the provider of Buyer's financing."* APPLIES TO F[redacted]

"Where character and reputation do make a difference."

Alex Simanovsky & Associates, LLC
2300 Henderson Mill Road, Suite 300
Atlanta, GA 30345

Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

48126-2798 C097

[redacted]

[redacted]

LAW OFFICES
STEVEN A. VARANO, P.C.
10 FURLER STREET
P.O. BOX 187
TOTOWA, NEW JERSEY 07511
TEL: (973) 256-1414
FAX: (973) 256-6111
EMAIL: MAIL@VARANOLAW.COM

STEVEN A. VARANO*
GARY D. TOMASELLA
ERIC S. HAUSMAN°
JOSEPH P. SLAWINSKI°

*MEMBER OF NJ & PA BARS
°MEMBER OF NJ & NY BARS

March 15, 2011

VIA OVERNIGHT FEDEX
Customer Relationship Center
Ford Motor Company
16800 Executive Plaza Dr.
P.O. Box 6248
Dearborn, MI 48121

RECEIVED
MAR 22 2011
FORD MOTOR COMPANY
OFFICE OF GENERAL COUNSEL

11 MAR 18 A9:5

Re: [redacted]
2011 Lincoln MKZ AWD
VIN No. 3LNHL2JC3BR[redacted]

Dear Sir or Madam:

Please be advised that our office has been retained by [redacted] with regard to aforementioned motor vehicle she had recently leased from Magarino Ford Lincoln LLC in Sussex, New Jersey. It is our belief that the subject passenger vehicle is a "lemon" under the New Jersey Lemon Law (N.J.S.A. 56:12-29 to 56:12-49). Accordingly, we are hereby making a written demand for relief under the New Jersey Lemon Law.

The aforementioned vehicle was leased on or about January 26, 2011 from the dealership listed above. Since that time, our client has had to return the vehicle a total of two times to the authorized dealer for repairs. On both occasions the vehicle was towed to the dealership because our client was required to pull over to the side of the road after the vehicle lost all power while she was driving on the highway. In particular, the vehicle became inoperable because she was unable to accelerate and lost power steering and power brakes. Further, the check engine light on the dashboard had illuminated.

To address these mechanical defects, the vehicle had been taken to Magarino Ford Lincoln LLC on February 1, 2011 and returned on February 8, 2011 and then again on February 11, 2011 and returned on February 21, 2011. As such, the vehicle was out of service for repairs for approximately 17 calendar days.

Despite these attempts to repair the vehicle, our client has yet again experienced the same problem and was unable to operate her vehicle. These problems substantially impair the use, value or safety of our client's vehicle. Further, the defect is one that is likely to cause death or serious bodily injury to our client or her children if the vehicle is driven.

Accordingly, we are hereby demanding that you allow our client to return the vehicle and obtain a full refund. If you are unwilling to do so, in the alternative, we are allowing you one final opportunity to repair the vehicle. If these repairs are not completed within 10 calendar days of your receipt of the motor vehicle, our client is entitled to a refund, calculated in accordance with the New Jersey Lemon Law.

Please be advised that our client has enjoyed her prior leasing experiences with Ford and would like to resolve this matter amicably by possibly leasing an alternative vehicle. Accordingly, upon receipt and review of this correspondence, kindly contact me at my office to discuss this matter.

Very truly yours,

Joseph P. Slawinski, Esq.

Cc: Magarino Ford Lincoln, LLC

LAW OFFICES
STEVEN A. VARANO, P.C.
10 FURLER STREET
P.O. BOX 187
TOTOWA, NEW JERSEY 07511
TEL: (973) 256-1414
FAX: (973) 256-6111
EMAIL: MAIL@VARANOLAW.COM

STEVEN A. VARANO*
GARY D. TOMASELLA
ERIC S. HAUSMAN°
JOSEPH P. SLAWINSKI°

* MEMBER OF NJ & PA BARS
° MEMBER OF NJ & NY BARS

April 13, 2011

VIA REGULAR MAIL &
FACSIMILE (866) 934-4841

Ford Motor Company
World Headquarters
One American Road
Dearborn, MI 48126-2798

Attn: Wannetta Perkins-Hill

Re: [redacted]
2011 Lincoln MKZ AWD
VIN No. 3LNHL2JC3BR[redacted]

Dear Ms. Perkins-Hill:

As you are aware, our office represents Ms. [redacted] with regard to the above matter. During our last conversation, you advised that you were awaiting repair records from Magarino Ford Lincoln LLC to process this claim. Enclosed herewith please all repair records that we received from Magarino Ford Lincoln LLC pursuant to our request.

Upon receipt and review of this correspondence, kindly contact me at my office to discuss this matter.

Very truly yours,

Joseph P. Slawinski, Esq.

Enclosures

BlueOval Certified

MAGARINO

FORD LINCOLN, LLC

PO Box 644 • 375 Route 23N
SUSSEX, NEW JERSEY 07461
(973) 702-8000
www magarinoford com
Contact Service At magarinoservice@earthlink net

3/22
LT-PD
L3-under review
3/23 rejected

133428

PRESIDENT'S AWARD

133428

RENTALS AVAILABLE

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
					3/28 PD		

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
02/11/11	132791	913	297	199	W	51F0Z	BODY ELECTRICAL
				311	I	10F0Z01	DRIVEABILITY CONCERN
02/01/11	132529	595	297	305	W	50F0Z	ENGINE ELECTRICAL
				305	C	00F099P	REPORT CARD INSP
				198	W	99F0Z2	TAP DAYS
				305	C	40F0ZGBK	GREEN BRAKES

SALESPERSON NO 201 MICHAEL A CROWLEY S E R V I C E STATE REG#

TERMS	VIN	YEAR/MAKE/MODEL	PRODUCTION DATE	STOCK NO	LICENSE NO	R.O. NO
CASH ☐ [redacted]	3LNHL2JC3BR[redacted]	11/LINCOLN/MKZ/MKZ AWD		SL340		133428

CUSTOMER NO	SERVICE CONTRACT	DELIVERY DATE	DELIVERY MILES	SELLING DEALER NO	R.O. DATE
31335		01/26/11	250		03/07/11

COLOR	CONTRACT NO	EXPIRATION DATE	EXPIRATION MILES	TAG NO

TURBO	ENGINE	AIR COND	P S	TRANS	MILEAGE	ADVISOR	ADVISOR
	F0ZZ				2,200	297	BILL

OK'D BY WANTAGE, NJ [redacted]

CALL WHEN READY ☐ YES ☐ NO [redacted]

SAVE REMOVED PARTS FOR CUSTOMER ☐ YES ☐ NO

07:35am 05/05/11 09:00pm PRIORITY

APPOINTMENT ☒ Yes ☐ No [redacted]

LABOR RATE

TERMS: STRICTLY CASH UNLESS PRIOR ARRANGEMENTS MADE

"I hereby authorize the repair and/or maintenance set forth in the necessary materials and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein [redacted] for inspection. An express mechanic's lien is hereby acknowledged on [redacted]

SIGNATURE

JOB

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X _____

1 W * 10F0Z08 * CHECK ENGINE LIGHT
CUSTOMER STATES WRENCH APPEARED ON DASH AGIAN AND CAR HAD NO POWER BUT WAS RUNNING BUT WOULD NOT MOVE

2 C * 00F099P REPORT CARD INSP
PERFORM MULTI-POINT INSPECTION REPORT CARD AS RECOMMENDED BY FORD MOTOR COMPANY

(3) Rental

Monday

Action On Concern—Line 3
This concern has been reviewed by Mgmt. & Approved prior to repair
Date: 3/21
Mgr.

Enterprize Hamburg

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

I HEREBY WAIVE MY RIGHT TO RECEIVE A WRITTEN ESTIMATE OF THE COST TO COMPLETE THE REQUESTED REPAIRS

COST NOT TO EXCEED $ [redacted]

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
PARTS $	PARTS $
LABOR $	LABOR $
TOTAL $	TOTAL $

ADD'L REPAIRS AUTHORIZED BY
DATE
TIME

DATE COMPLETED	DATE CUSTOMER NOTIFIED
MILEAGE IN 2321	MILEAGE OUT

QUALITY CONTROL BY/DATE	MILEAGE OUT	PARKING SPACE

FREE BODY SHOP ESTIMATES AVAILABLE

0101J133428

PAGE 1 OF 1

HARD COPY

The Reynolds and Reynolds Company ERA8N7V01-4E CC8R4E8 Q. (1910)

DIAGNOSTIC TROUBLE CODES

ENTER (RPR NBR) Repair Number, TSB and/or DTC and 2,3 or 5 digit (DTC) Diagnostic Trouble Code, information here

Datalogger
NARROW Band 300/800 Eng RPM
RPM Desired
Etc Act
Etc desired
cycle wipers All modes

RPR NBR	MIL on? (Y/N)	DTC POWERTRAIN					
		KOEO					
		KOEC	P2104	P2112			
		KOER					
		BODY	B-10-D7-51 08				
		CHASSIS					
		UNDEFINED					
		OTHER					

~~12A581~~
14290
CAUSAL

TECHNICIANS DETAILED EXPLANATION OF CAUSE AND CORRECTION DON'T FORGET BEFORE AND AFTER SPECS	RPR NBR	CONDITION CODE	PARTS RETURN	EMP NO	COST OR ELAPSED TIME	TIME CLOCK
1) CK FOR CODES – VERIFY CAR RUNS – MOVE NO STALLING AT THIS TIME TSB COMES UP FOR THROTTLEBODY				STEVE 300		ON / OFF / ON
TALK to DAVE WYNN GET INTO ON IDS DATALOGGER DIAG ROUTINE CK PIDS + NARROW BANDS WAY DOWN + MONITOR PIDS DURING WIPER ACTIVITY, VERIFY SPIKES + RECORD + PRINT, CALL DAVE BACK WITH INFO + FAX PRINTOUTS to him						
INST ETB JUMPER KIT AS PER SUPPLIED INSTRUCTIONS RTR BATTERY, BATTERY BOX, PCM HARNESS – REMOVE 6 WIRES AND REPLACE THEM WITH JUMPER, SHRINK AND TAPE OUT OLD WIRES RENISSY – CK FOR CODES ROAD TESTED						

STRAIGHT TIME (HOURS)	FLAT RATE	R/O NO	OPER NO	EMP NO	TIME	TIME CLOCK
	.4	633428 3	HENDRICKSON	300	0.4	OFF 13.3 / ON 12.9
	.9	633428 4	HENDRICKSON	300	0.9	OFF 16.0 / ON 15.1
	2.4	633428 1	HENDRICKSON	300	2.4	OFF 16.5 / ON 14.1

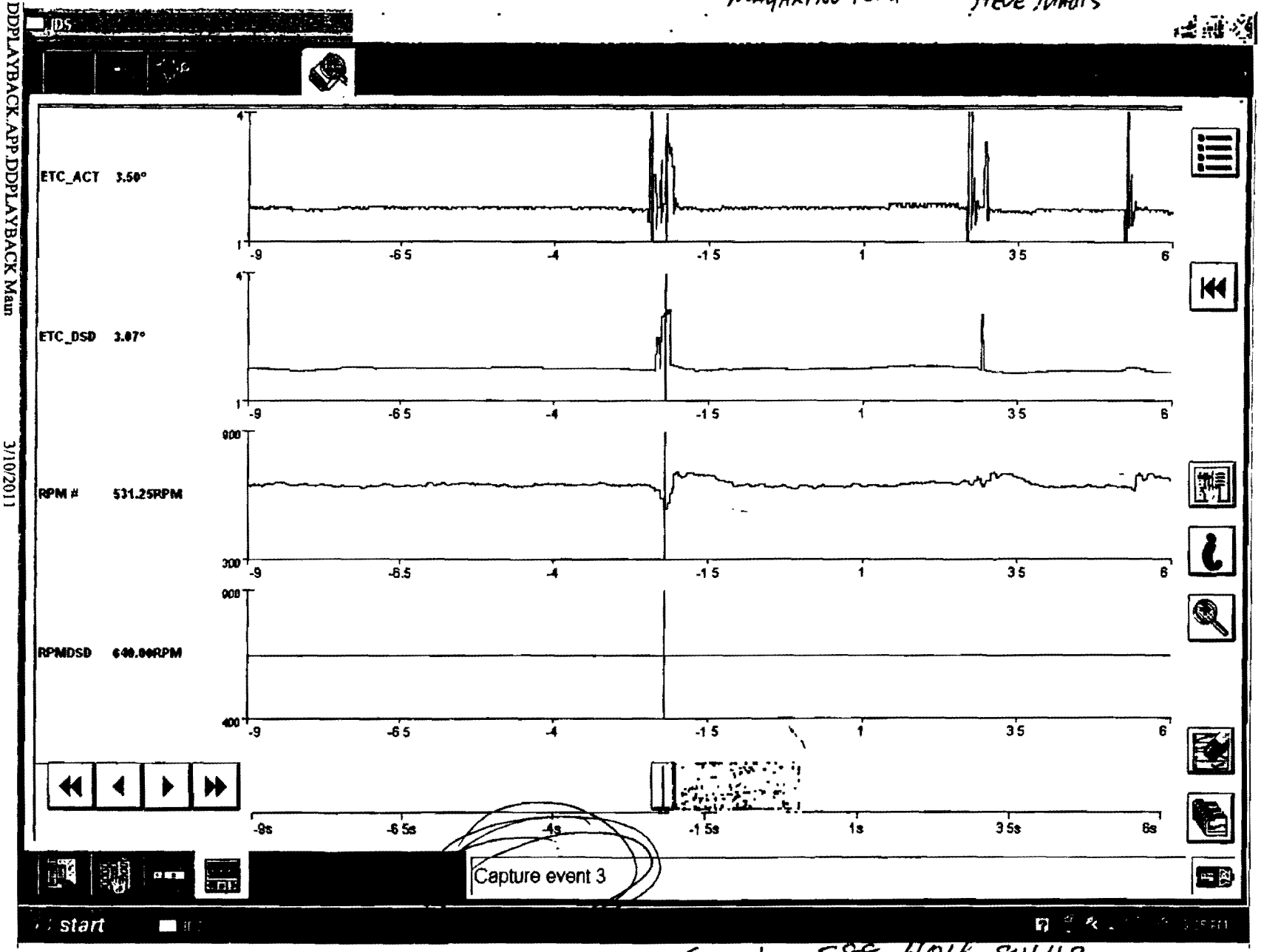
M-Time Repair
Line 1 This repair was reviewed and authorized by service manager for repair.
MGR: [signature]
Date: 5/14/11

PARKING SPOT LOCATION

CC804999 C

magarino Ford Steve Shindis

DDPLAYBACK.APP.DDPLAYBACK Main 3/10/2011



FAX to 888-404-8448

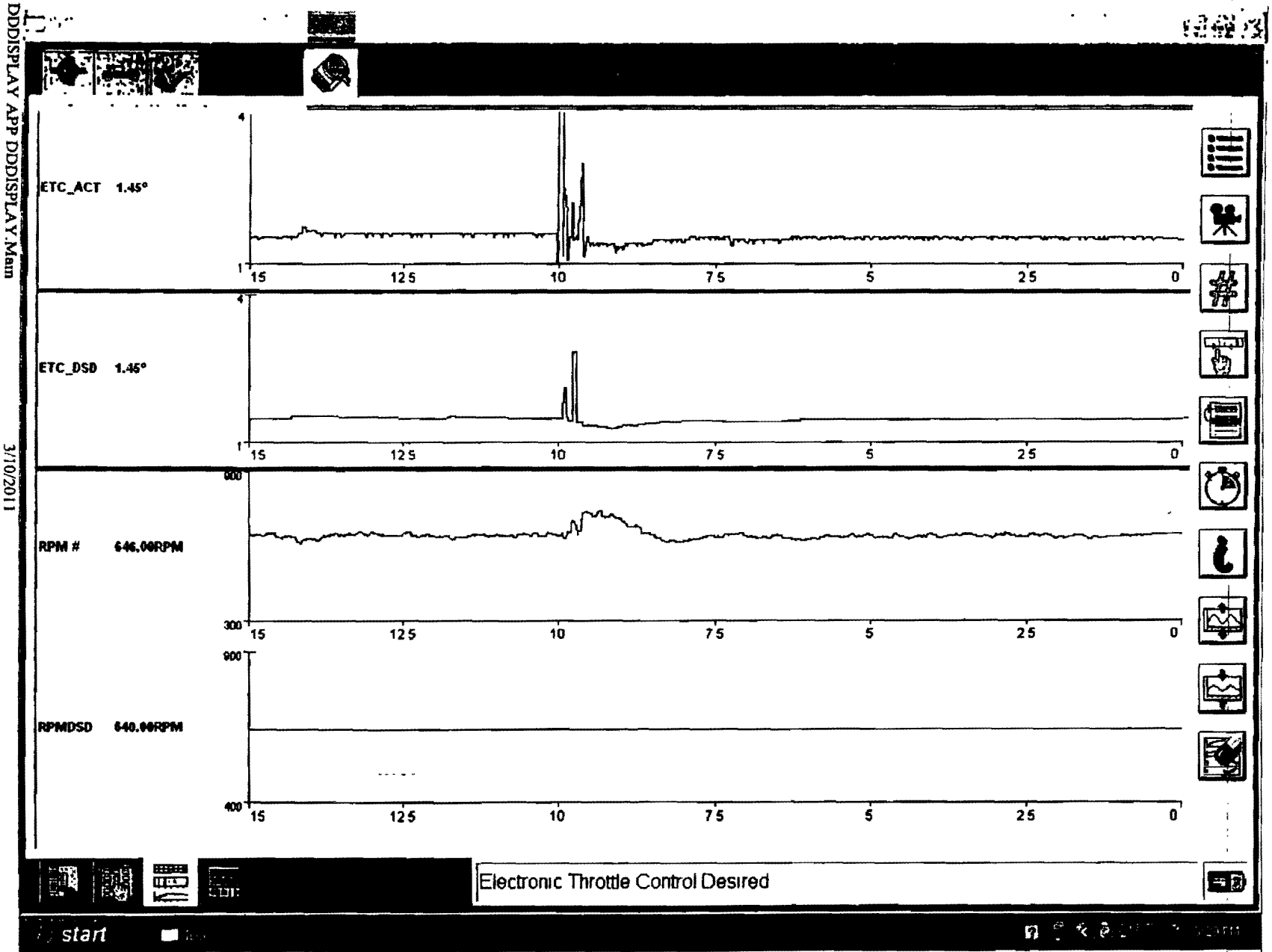
magarino Ford Steve Shadis

DDPLAYBACK APP.DDPLAYBACK Main

3/10/2011

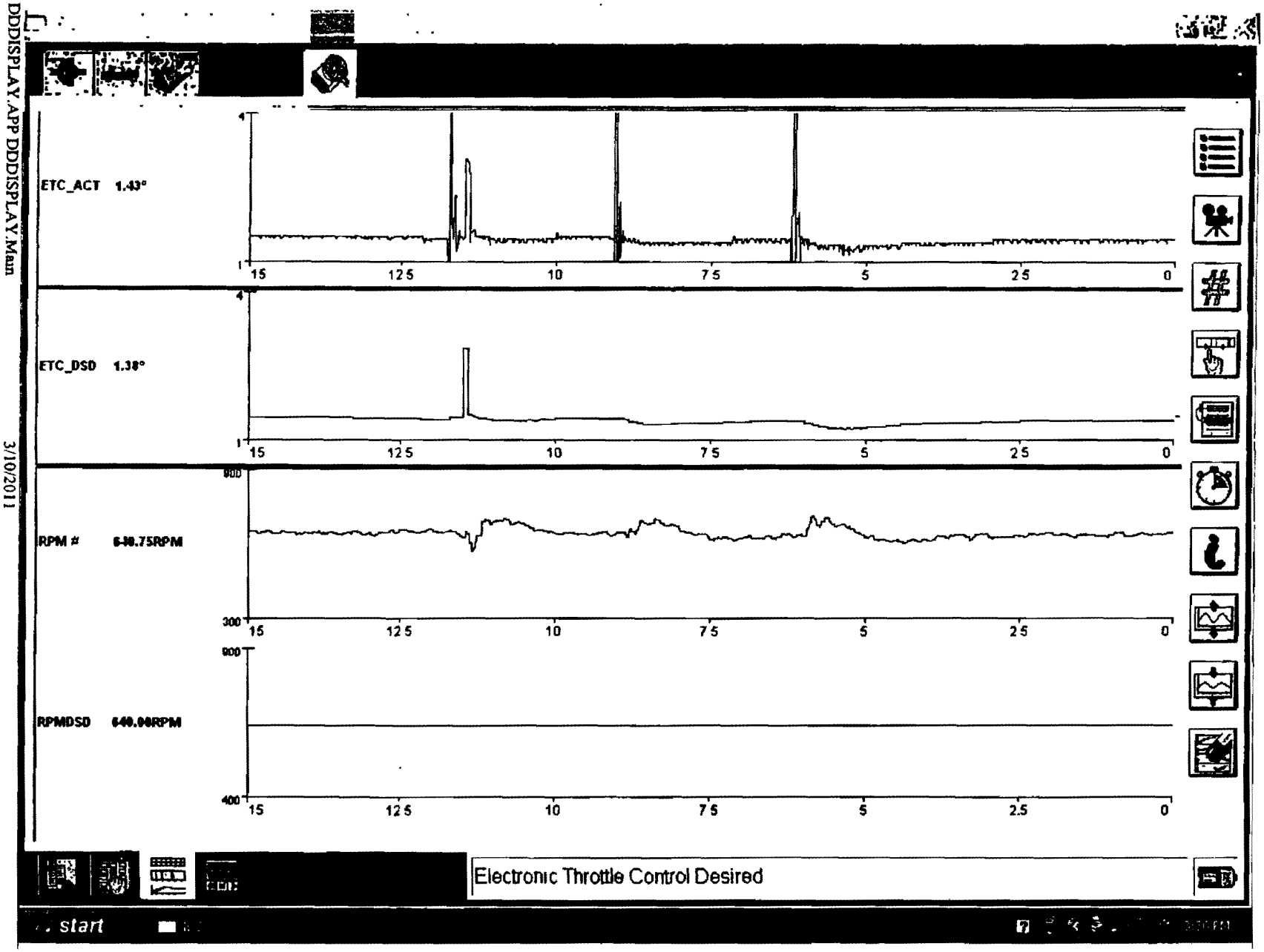
DDDISPLAY APP DDDISPLAY.Main

3/10/2011



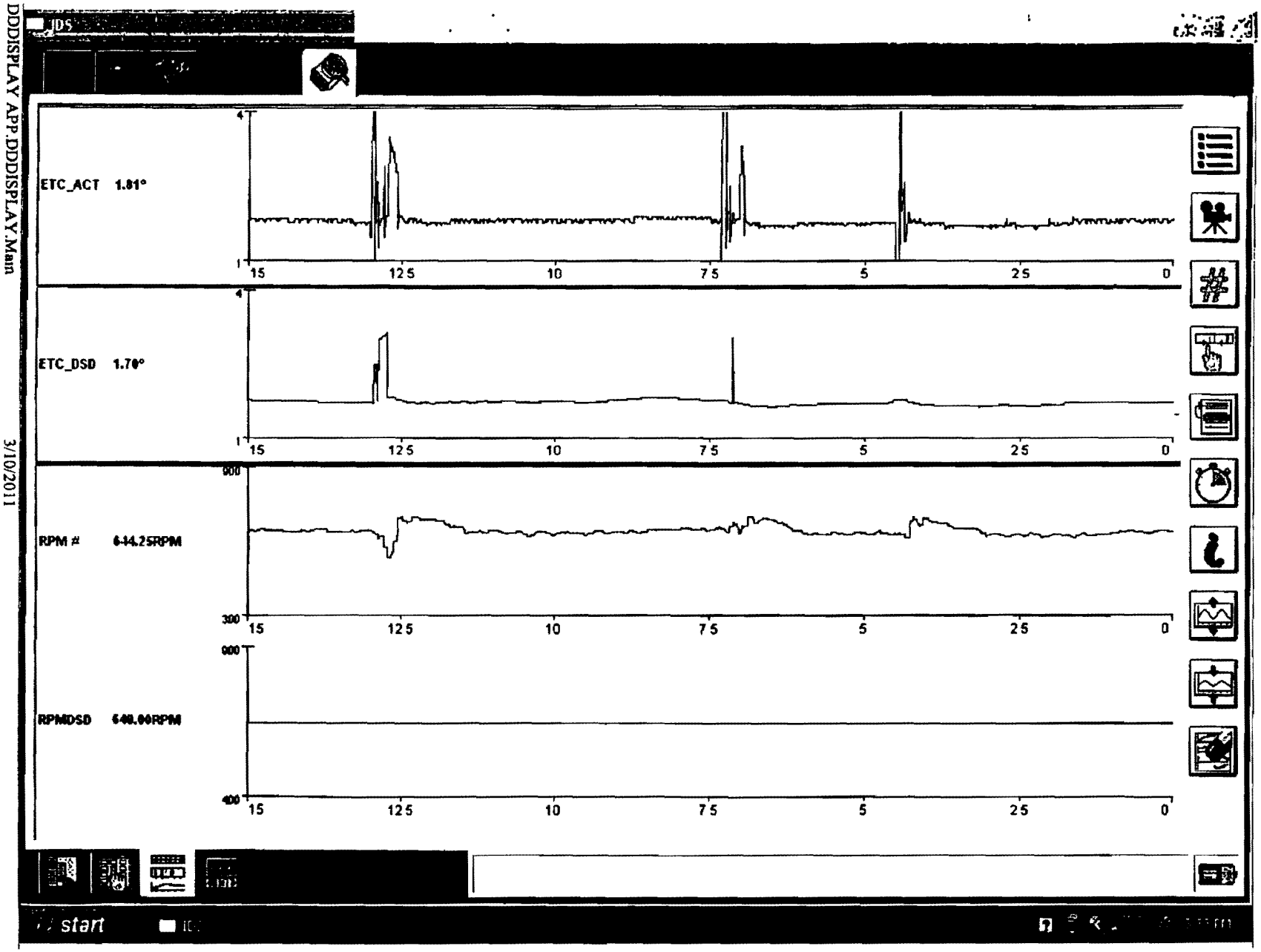
PE13-003 000858LCPV

DDDISPLAY.APP DDDISPLAY.Main 3/10/2011



DDDISPLAY APP.DDDISPLAY.Main

3/10/2011



PE13-003 000860LCPV

SELFTEST.APP SELFTEST.Main

3/7/2011

DTC

Select Option

- Pass - TCM
- B10D7 51-08- IPC
- P2104-FF- PCM
- P2112-FF- PCM

Freeze Frame - Mode 2

- P2104- PCM

Pending DTC

- P2104- PCM
- P2112- PCM

Optional equipment Modules

- Fail - DSP
- Fail - HCM
- Fail - ILCM
- Fail - SOD-L

Powertrain Control Module

Description - P2112

Throttle Actuator Control System - Stuck Closed

PTS OASIS

Status - FF

No Status Available for this DTC

Diagnostic Protocol - CAN

Select I button help for additional information on CAN DTC structure

start

SELFTEST.APP SELFTEST Main

3/7/2011

DTCs

Select Option	Freeze Frame - Mode 2
Pass - TCM	FUELSYS1 : Closed Loop
B10D7:51-08- IPC	LOAD : 78.43%
P2104-FF- PCM	ECT : 190.4°F
P2112-FF- PCM	SFT1 : -1.56%
Freeze Frame - Mode 2	LFT1 : 0.78%
P2104- PCM	SFT2 : -1.56%
Pending DTC	LFT2 : -1.56%
P2104- PCM	RPM : 1660.25RPM
P2112- PCM	VS : 54.07MPH
Optional equipment Modules	SPARKADV : 12°
Fail - DSP	IAT : 37.4°F
Fail - HCM	MAF : 17g/s
Fail - ILCM	TP : 20%
Fail - SOD-L	O2S11 : 0.86V

PTS OASIS

start

SELFTEST.APP SELFTEST.Main 3/7/2011

DTCs

Select Option

Pass - TCM

B10D7:51-08- IPC

P2104-FF- PCM

P2112-FF- PCM

Freeze Frame - Mode 2

P2104- PCM

Pending DTC

P2104- PCM

P2112- PCM

Optional equipment Modules

Fail - DSP

Fail - HCM

Fail - ILCM

Fail - SOD-L

IAT : 37.4°F

MAF : 17g/s

TP : 20%

O2S11 : 0.86V

O2S12 : 0.72V

O2S21 : 0.88V

O2S22 : 0.65V

RUNTM : 13:32

EVAPPCT : 60.39%

FLI : 47.45%

WARMUPS : 58

CLRDIST : 1724.108mi

FTP : -0.011psi

BARO : 13.63psi

CATTEMP11 : 1.337k°F

CATTEMP21 : 1.337k°F

PTS OASIS

start

SELFTEST.APP.SELFTEST Main

3/7/2011

DTC

Select Option

Pass - TCM

B10D7:51-08- IPC

P2104-FF- PCM

P2112-FF- PCM

Freeze Frame - Mode 2

P2104- PCM

Pending DTC

P2104- PCM

P2112- PCM

Optional equipment Modules

Fail - DSP

Fail - HCM

Fail - ILCM

Fail - SOD-L

WARMUPS : 58

CLRDIST : 1724.108ml

FTP : -0.011psi

BARO : 13.63psi

CATTEMP11 : 1.337k°F

CATTEMP21 : 1.337k°F

VPWR : 14.27V

ALV : 47.06%

EQ_RAT : 14.64:1

TP_REL : 7.06%

AAT : 33.8°F

TP_B : 27.84%

APP_D : 32.94%

APP_E : 39.22%

APP_F : 29.02%

TAC_PCT : 20%

PTS OASIS

start

PE13-003 000864LCPV

SELFTEST.APP SELFTEST.Main

3/7/2011

Select Option

DTC's w/TSB or SSMs Information

P2112

All CMDTCs

Pass - 4X4

Pass - ABS

Pass - APIM

Pass - DCSM

Pass - DDM

Pass - DSM

Pass - FCIM

Pass - FDIM

Pass - GEM / SJB

Pass - GPSM

Pass - HVAC

TSB 10-21-06

DTC P2111 OR P2112, OR LOWER THAN DESIRED ENGINE IDLE SPEED, ENGINE IDLE SPEED FLUCTUATES WITH OR WITHOUT DTCS

SOME 2010 EDGE, MKX, F-150, E-SERIES, 2010-2011 FLEX, MKT, FOCUS, TAURUS, MKS, FUSION AND MKZ VEHICLES WITH ANY OF THE FOLLOWING ENGINES: 2.0L, 3.5L (EXCLUDINGGTDI), 3.7L AND 4.6L 2V, MAY EXHIBIT DIAGNOSTIC TROUBLE CODES (DTCS) P2111, P2112, OR THE IDLE SPEED DROPS LOWER THAN DESIRED AND/OR FLUCTUATES. THE IDLE SPEED CONCERN CAN BE INTERMITTENT AND DTCS P2111, P2112 MAY OR MAY NOT BE PRESENT. FOLLOW THE SERVICE PROCEDURE STEPS TO CORRECT THE CONDITION.

PTS OASIS

start

Printable View (51 KB)	
TSB 10-21-6	• **DTC P2111 OR P2112, OR LOWER THAN DESIRED ENGINE IDLE SPEED, ENGINE IDLE SPEED FLUCTUATES WITH OR WITHOUT DTCS**
Publication Date: October 21, 2010	

FORD: 2010-2011 Focus, Fusion, Taurus
2010 E-150, E-250, Edge, F-150
2010-2011 Flex

LINCOLN: 2010-2011 MKS, MKZ
2010 MKX
2010-2011 MKT

ISSUE:

Some 2010 Edge, MKX, F-150, E-Series, 2010-2011 Flex, MKT, Focus, Taurus, MKS, Fusion and MKZ vehicles with any of the following engines 2 0L, 3 5L (excluding GTDI), 3 7L and 4 6L 2V, may exhibit Diagnostic Trouble Codes (DTCs) P2111, P2112, or the idle speed drops lower than desired and/or fluctuates The idle speed concern can be intermittent and DTCs P2111, P2112 may or may not be present

ACTION:

Follow the Service Procedure steps to correct the condition

SERVICE PROCEDURE

1 Determine engine build date Refer to Workshop Manual (WSM), Section 303-01, Engine identification for details
   a If engine build date is within date range indicated below, proceed to Step 2
      - 2 0L - 2/11/2010-8/2/2010
      - 3 5L and 3 7L - 3/1/2010-8/3/2010
      - 4 6L 2V - 5/7/2010-8/2/2010
   b If engine build date is not within range in 1A, do not continue with this article Refer to Powertrain Control/Emissions Diagnostics (PC/ED) manual for normal diagnostics
2 If vehicle exhibits any of the following symptoms, replace the throttle body Refer to WSM, Section 303-04.
   - DTC P2111 and/or PP2112
   - Idle speed lower than desired
   - Idle speed fluctuates

PART NUMBER	PART NAME
7T4Z-9E926-FA	Electronic Throttle
8S4Z-9E926-B	Electronic Throttle

WARRANTY STATUS:

Eligible Under Provisions Of New Vehicle Limited Warranty Coverage And Emissions Warranty Coverage
IMPORTANT Warranty coverage limits/policies are not altered by a TSB Warranty coverage limits are determined by the identified causal part.

PE13-003 000866LCPV

OPERATION	DESCRIPTION	TIME
102106A	2010 F-150 4 6L Check DTCs And Replace The Throttle Body (Do Not Use With Any Other Labor Operations)	0.6 Hr
102106A	2010-2011 Econoline 4.6L 150, 250 Check DTCs And Replace The Throttle Body (Do Not Use With Any Other Labor Operations)	0 8 Hr
102106A	2010-2011 Fusion, MKZ, Taurus, And Flex 2010 Edge, MKX 3 5L DOHC Check DTCs And Replace The Throttle Body (Do Not Use With Any Other Labor Operations)	0 6 Hr.
102106A	2010-2011 MKS, MKT 3 7L Check DTCs And Replace The Throttle Body (Do Not Use With Any Other Labor Operations)	0 6 Hr.
102106A	2010-2011 Focus 2 0L DOHC Check DTCs And Replace The Throttle Body (Do Not Use With Any Other Labor Operations)	0.6 Hr.

DEALER CODING

BASIC PART NO.	CONDITION CODE
9E926	d4

NOTE: The information in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service The procedures should not be performed by "do-it-yourselfers" Do not assume that a condition described affects your car or truck Contact a Ford, Lincoln, or Mercury dealership to determine whether the Bulletin applies to your vehicle Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article The information in this Technical Service Bulletin (TSB) was current at the time of printing Ford Motor Company reserves the right to supercede this information with updates The most recent information is available through Ford Motor Company's on-line technical resources

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Service Advisor: 297
Customer Number: 31335 Name: [redacted]

3LNHL2JC3B[redacted] 03/07/2011 07:31:14
2011 MKZ LUXURY AWD
3.5L DOHC 4V V6 ADE1AL0A 6 SPEED AUTO AISIN AXLE CD: 33
*WARRANTY START DATE 01/26/2011 BUILD DATE 11/04/2010 START ODOM 250
NO CAMPAIGN MESSAGE(S) FOUND
W A R N I N G W A R N I N G W A R N I N G
ATTENTION| VERIFY CUSTOMER AND OAR MEMBER MATCH IN OA TRACKER.
OAR ACCT#: [redacted] DLR-FUNDED REWARD BALANCES AS-OF-DATE: 03/04/2011
DLR-SERVICE BAL: $10.00 DLR-OIL CHANGE BAL: 0 DLR-SALES BAL: $100.00
W A R N I N G W A R N I N G W A R N I N G
VERIFY STATE REGISTRATION, VIN MAY BE ELIGIBLE FOR CALIFORNIA EMISSIONS WTY
THIS VEHICLE HAS A CLOSED CUDL REGION CONTACT
THIS VEHICLE HAS AN OPEN CUDL REGION CONTACT
*EXTENDED COVERAGES
992 USA 2011 NEW 48/50K LINCOLN MAINTENANCE 7.5K INTERVAL
STANDARD DEDUCTIBLE: 0 USD
OWNER NAME: VALUED LINCOLN CUSTOMER
OPTIONS:
EXPIRATION DATE: 01/26/2015 DISTANCE: 51,000
RENTAL: 0 USD UP TO 0 DAYS TOWING: 0 USD
CONTRACT SOLD BY: USA 47266
ESP CONTRACT START DATE: 01/26/2011
OWNER OF VEHICLE MUST MATCH OWNER NAME ON OASIS FOR COVERAGE TO APPLY
DEALER: Magarino Ford and Lincoln, L.L REPAIR DATE: 03/02/2011
WARRANTY CLAIM NUMBER: 133330 ODOMETER: 1200 M
CRC CUSTOMER PAYMENT REFUND.
CONDITION CODE AND DESC = 82 FREIGHT/POSTAGE/MAIN
PART NUMBER PART DESCRIPTION QTY LABOR OP
VEHPAY AWA FOR VEHICLE PAYM 000
DEALER: Magarino Ford and Lincoln, L.L REPAIR DATE: 02/01/2011
WARRANTY CLAIM NUMBER: 132529 ODOMETER: 595 M
CHECKED SYSTEM AND FOUND CODES P3104, P2112, CHECKED FOR TSB NONE AVAIL ON VEH
ICLE PERFORM PINPOINT TEST DV12 READINGS SHOULD BE 9 TO 12K OHMS TP 1 OK TP2 O
UT OF SPEC AT 3440K PINPOINT TEST LEADS REPLACED THROTTLE BODY AND TEST DROVE
VEHICLE ALL WORKING TO SPEC CONTACTED BY FORD FSE DAVE WYNN DURING REPAIR ANS
WAS REQUES TED TO PERFORM ADDITIONAL TESTING PERFORM INTERNOTTANT TESTING IE
CONDITION CODE AND DESC = 42 DOES NOT OPERATE PRO
PART NUMBER PART DESCRIPTION QTY LABOR OP
7T4Z 9E926FA BODY ASY-AIR CHARGE 001 12650D
000 12650DX1
000 12650D45
000 9926A
000 MTTESTING
DEALER: Magarino Ford and Lincoln, L.L REPAIR DATE: 02/01/2011
WARRANTY CLAIM NUMBER: 132529 ODOMETER: 595 M
SUPPLY TRANSPORTATION TO CUST FOR EXTENSIVE DIAGNOSTIC PROCEDURES AND PART ORD
ER
CONDITION CODE AND DESC = 82 FREIGHT/POSTAGE/MAIN
PART NUMBER PART DESCRIPTION QTY LABOR OP
TAP1 MISC 000

03/07/2011 SUMMARY HISTORY PRINTOUT 3030
07:33:41 PAGE 1

CUSTOMER NAME [redacted] SERIAL NO. 3LNHL2JC3B[redacted]
TOTAL R/O'S 4 TOTAL SERV. DAYS 22 MAKE LI LINCOLN

LN#	RO.NO.	RO. DATE..	MILES.	ADV/TECH	J#	T	OPERATION CODE.	DESCRIPTION.....
1	132791	02/11/2011	1179	A 297				
				T 199	1	W	51FOZ	BODY ELECTRICAL
				T 311	2	I	10FOZ01	DRIVEABILITY CON
2	132529	02/01/2011	690	A 297				
				T 305	1	W	50FOZ	ENGINE ELECTRICA
				T 305	2	C	00FO99P	REPORT CARD INSP
				T 198	3	W	99FOZ2	TAP DAYS
				T 305	4	C	40FOZGBK	GREEN BRAKES
				T 305	5	C	46FOZGTIRE	GREEN TIRE
				T 305	6	C	50FOZGBATT	GREEN BATTERY
				T 363	7	C	90FOZEXT	N/C CLEAN EXTERR
3	132514	01/31/2011	105	A 199				
				T 199	1	I	99FOZ	MISC
4	132419	01/26/2011	105	A 198				
				T 318	1	I	75FOZ10E	PDI MKZ(ZEPHYR)
				T 401	2	I	90FOZ	NEW CAR DETAIL
				T 318	3	I	51FOZ	BODY ELECTRICAL
				T 318	4	I	75FOZ01	ETCH WINDOWS

Technical Assistance Contact Report

Date: 03-18-2011

This contact report was completed by the Field Service Engineer listed below, as part of the Technical Assistance Request (TAR) handling process The intent of this report is to identify the reason a concern was escalated to the point FSE assistance was required, to help facilitate continuous Ford Motor Company and Dealership process improvement

Dealership. MAGARINO FORD AND LINCOLN, L L C — P&A Code. 01662

Technician. — Certified in relevant specialty. A

Year/Model: 2011 MKZ — Mileage. 2,342 — TAR open date 03/09/2011

Initial contact date: 3/10/2011 — Person Contacted. Rich Reicheg

Date of first visit (or N/A). 3/16/2011 — Field Service Engineer: DWYNN2

Concern:
Vehicle returned again with codes P2104 and P2112 in the PCM. Vehicle was towed to dealer Customer is refusing to pick vehicle up Contacted PVT and engineering team seeking further information CONTACTED SERVICE MANAGER RICH. HAD DEALER PULL CODES. CODES P2104 AND P2112 WERE PRESENT AS CONTINUOUS CODES IN THE PCM DEALER TEST DROVE VEHICLE TO SEE IF CONCERN WAS STILL PRESENT OR COULD BE DUPLICATED CONCERN IS NO LONGER PRESENT AND THEY HAVE BEEN UNABLE TO DUPLICATE THE CONCERN AT THIS TIME. DEALER HAS NOT ERASED CODES OR PERFORMED ANY DIAG AT THIS TIME ADVISED DEALER DO NOT ERASE CODES OR PERFORM ANY DIAG UNTIL FURTHER DIRECTION IS GIVEN EMAILED KEVIN OYAFUSO AND MARK DIXON SEEKING DIRECTION AS TO WHETHER OR NOT ROOT CAUSE HAS BEEN IDENTIFIED AND WHAT THE RECOMMENDED REPAIR WOULD BE AT THIS TIME

Inspection Comments:
HAD SHOP FOREMAN TAKE RECORDINGS OF THE RPM_ACT, RPM_DSD, ETC_ACT, AND ETC_DSD TURING ON THE WIPERS BASED ON RECORDINGS TAKEN, SUSPECT CONCERN IS RELATED TO RFI IN THE WIRING HARNESS FROM THE WIPER MOTORS EMAILED KEVIN OYAFUSO A COPY OF THE RECORDINGS. REQUESTING JUMPER HARNESS BE SENT TO DEALER ASAP RECORDINGS ATTACHED TO THE REPORT. Dealer installed updated jumper harness and retested taking the same recordings as previously taken After taking the recordings, it appears the installation of the jumper harness has resolved the RFI concern from the wiper motor. I will visit the dealer on 3/16 to take recordings and verify repair has corrected the concern

After installation of jumper harness provided by engineering was installed, rechecked for RFI from the wipers interfering with the operation of the ETC No signs of RFI interferring with ETC operation

See page 2 for "Root Cause" information >>

Recommendation:
Installed jumper harness provided by engineering to resolve the customer's concern.

ELRAC, LLC, 3072 STATE RT 94 STE 2, HAMBURG, NJ 074199670 (973) 209-6588

RENTAL AGREEMENT 510805
REF# 952LCH

RENTER
[redacted]

DATE & TIME OUT
03/07/2011 02:39 PM
DATE & TIME IN
03/18/2011 03:35 PM

BILLING CYCLE
24-HOUR

VEH #1 2009 NISN SENT BASE
VIN# 3N1AB61E99L[redacted]
LIC#[redacted]
MILES DRIVEN 760

BILL TO ACCOUNT
MAGARINO FORD - 4V**
ATTN BILL
357 ROUTE 23 NORTH
SUSSEX, NJ 07461

CLAIM INFO
RO 133428

SUMMARY OF CHARGES

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	03/07 - 03/18	11	DAY	$35 00	$385 00
REFUELING CHARGE	03/07 - 03/18				$0 00
				Subtotal:	**$385.00**
Miscellaneous Charges/Refunds					
DAMAGE REIMBURSEMENT/DEDUCTIBLE					$500.00
Taxes & Surcharges					
DOMESTIC SECURITY FEE	03/07 - 03/18	11	DAY	$5.00	$55 00
				Total Charges:	**$940.00**
Bill-To / Deposits					
MAGARINO FORD - 4V**					
TIME & DISTANCE	03/07 - 03/18	11	DAY		
				Subtotal:	**($385.00)**
DEPOSITS					($50.00)
Total Amount Due					**$0.00**

PAYMENT INFORMATION

AMOUNT PAID	TYPE	CREDIT CARD NUMBER
$505.00	Visa	XXXXXXXXXXXX8733 PENDING
$50.00	Visa	XXXXXXXXXXXX8733

FOWS133428

FOWS133428

P.O. Box 844 • 375 Route 23N
SUSSEX, NEW JERSEY 07461
(973) 702-8000

0101IFOWS133428

CELL: 973-919-5531

CUSTOMER NO	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO
31335	BILL 297		03/21/11	FOWS133428

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO
		2,200	/	SL340

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/LINCOLN/MKZ/MKZ AWD	01/26/11	250

VEHICLE I D NO	BILLING DEALER NO	PRODUCTION DATE
3 L N H L 2 J C 3 B R [redacted]		

F T E NO	P O NO	R O DATE
		03/07/11

[redacted]

WANTAGE, NJ [redacted]

[redacted] PHONE

COMMENTS

MO: 2326

JOB# 1 CHARGES----------

LABOR----------
J# 1 10FOZ06 *CHECK ENGINE LIGHT HOURS: 3.70 TECH(S):300 358.64
CUSTOMER STATES WRENCH APPEARED ON DASH AGIAN AND CAR HAD NO
POWER BUT WAS RUNNING BUT WOULD NOT MOVE
EXTENSIVE DIAGNOSIS AND FSE INVOLVEMENT. PERFORM VARIOUS
DIAGNOSTIC TEST AND GATHER DATA AS PER FSE AND ALSO EXTENSIV
ROADTEST
SEE FSE FIELD REPORT
INSTALL ETB JUMPER KIT AS SUPPLIED FOR EXCESSIVE RFI
INTERFERENCE IN WIPER WIRING HARNESS CAUSING CUSTOMER
COMPLAINT.
CUSOMER ALSO PROVIDED WITH EXTENDED RENTAL VEHICLE DUE TO
ENGINEERING DIAGNOSIS AND CUSTOMER AFRAID OF REPEATED
BREAKDOWNS

PARTS----QTY	FP-NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
1	WT-5624-A	WIRE ASY 039460	0.97	0.97	1.68	1.68
		COST TOTAL		0.97		
				TOTAL - PARTS		1.68

JOB# 1 TOTALS----------

LABOR	358 64
PARTS	1 68
JOB# 1 JOURNAL PREFIX FOWS JOB# 1 TOTAL	360 32

JOB# 3 CHARGES----------

LABOR----------
J# 3+99FOZ2 TAP DAYS HOURS TECH(S):198 0.00
SUPPLY CUSTOMER WITH TRANSPORTATION ASSISTANCE
AS A ONE TIME CUSTOMER GOODWILL GESTURE (TAP)

SUBLET----PO#	VEND INV#	INV.DATE	DESCRIPTION	
52901		03/21/11	ENTERPRISE RENTAL	385 00
			TOTAL - SUBLET	385.00

JOB# 3 TOTALS----------

SUBLET	385 00
JOB# 3 JOURNAL PREFIX FOWS JOB# 3 TOTAL	385 00
R/O TAX	0.00
R/O TOTALS	745 32

WARRANTY CLAIM DETAIL TOTALS----------

CLAIM#.....	TOTAL
133428-01	360.32
133428-03	385.00
CLAIM TOTALS	745.32

 ACCOUNTING COPY-W [CONTINUED ON NEXT PAGE] 03 11pm

Copyright © 1998 The Reynolds and Reynolds Company
ERA/INTRIVE SF600857 (07/01)

FOWS133428

MAGARINO
FORD MERCURY
DAEWOO

P O. Box 644 • 375 Route 23N
SUSSEX, NEW JERSEY 07461
(973) 702-8000

FOWS133428

0101IFOWS133428

CELL: 973-919-5531

CUSTOMER NO	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO
31335	BILL 297		03/21/11	FOWS133428

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO
		2,200	/	SL340

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/LINCOLN/MKZ/MKZ AWD	01/26/11	250

VEHICLE I D NO	SELLING DEALER NO	PRODUCTION DATE
3 L N H L 2 J C 3 B R [redacted]		

F T E NO	P O NO	R O DATE
		03/07/11

[redacted]
WANTAGE, NJ [redacted]

[redacted] PHONE

COMMENTS

MO: 2326

APPROVED BY SIGNATURE

DCS AUDIT SLIP----------

DCS DATA FILE· FDLMWF 563

RO NUMBER: 133428 REPAIR NUMBER 01 REPAIR TYPE: 1
CAUSAL PART FOUND FLAG. N
VIN· 3LNHL2JC3BR[redacted]
REPAIR DATE: 03/07/2011
DISTANCE. 2200 LICENSE STATE: NJ
DISTANCE INDICATOR: M DRIVER COMPANY NAME·
DRIVER NAME/CARD ID#
SERVICE WRITER ID: 4761 VEH LICENSE·
DISCOUNT PCT.

PROGRAM CODE: CUSTOMER PARTICIPATION· 00
CUSTOMER CONCERN CODE: E29 DEALER PARTICIPATION .00
CONDITION/DEFECT CODE: 42

APPROVAL CODE 1·
APPROVAL CODE 2:

LINE NO.	PART NUMBER PREFIX	BASE/FINIS	SUFFIX	QTY	PRICE	CAUSAL PART	EXCLUDE MARKUP	CORE AMOUNT	INV NO.
001		14290		.00	.00	X		.00	
	EXT. PART AMT WITH MARKUP:				00				
002	WT	5624	A	1.00	.97			00	
	EXT. PART AMT WITH MARKUP:				1.68				

LINE NO.	LABOR OPERATION	TECH ID	OSL IND	LABOR INV. #	LABOR HOURS	LABOR RATE	LABOR AMOUNT
001	12650D	6778			.2	96 93	19 39
002	14200A	6778			.4	96 93	38 77
003	MT14290	6778			3.1	96 93	300 48

CUSTOMER COMMENTS
CUSTOMER STATES WRENCH APPEARED ON DASH AGIAN AND CAR HAD NO POWER BUT WAS RUNNI
NG BUT WOULD NOT MOVE

NG BUT WOULD NOT MOVE
TECH/DLR WRITER COMMENTS
EXTENSIVE DIAGNOSIS AND FSE INVOLVEMENT. PERFORM VARIOUS DIAGNOSTIC TEST AND GAT
HER DATA AS PER FSE AND ALSO EXTENSIV ROADTEST SEE FSE FIELD REPORT INSTALL ETB
JUMPER KIT AS SUPPLIED FOR EXCESSIVE RFI INTERFERENCE IN WIPER WIRING HARNESS CA
USING CUSTOMER COMPLAINT. CUSOMER ALSO PROVIDED WITH EXTENDED RENTAL VEHICLE DUE
TO ENGINEERING DIAGNOSIS AND CUSTOMER AFRAID OF REPEATED BREAKDOWNS

DIAGNOSTIC CODES(Y/N)? Y

MIL ON CODE: Y

 [CONTINUED ON NEXT PAGE] 03 11pm

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FOWS133428

MAGARINO
FORD MERCURY
DAEWOO

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SUSSEX, NEW JERSEY 07461
(973) 702-8000

FOWS133428

0101IFOWS133428

CELL: 973-919-5531

CUSTOMER NO	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO
31335	BILL 297		03/21/11	FOWS133428

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO
		2,200	/	SL340

[redacted]
WANTAGE, NJ [redacted]

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/LINCOLN/MKZ/MKZ AWD	01/26/11	250

VEHICLE I D NO	SELLING DEALER NO	PRODUCTION DATE
3 L N H L 2 J C 3 B R [redacted]		

F T E NO	P O NO	R O DATE
		03/07/11

[redacted] PHONE

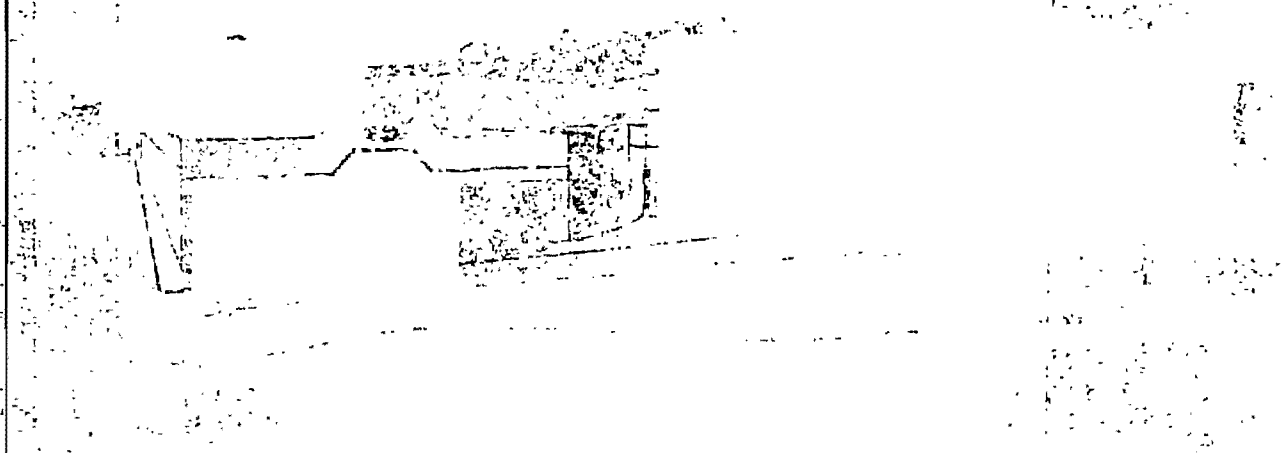
COMMENTS

MO: 2326

POWERTRAIN CODES

KOEO: PASS
KOEC: P2014 P2112
KOER. PASS
BODY·
CHASSIS:
UNDEFINED:
OTHER:

TOTAL PARTS:	1.68
PARTIAL PARTS INDICATOR=	
TOTAL LABOR	358 64
PARTIAL LABOR INDICATOR=	
TOTAL MISC EXPENSES·	00
CUSTOMER PARTICIPATION:	00
DEALER PARTICIPATION	.00
TOTAL REPAIR.	360.32
PARTIAL REPAIR INDICATOR=	
PARTIAL REPAIR MESSAGE=	



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CUSTOMER NO	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO
31335	BILL 297		03/21/11	FOWS133428

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO
		2,200	/	SL340

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/LINCOLN/MKZ/MKZ AWD	01/26/11	250

VEHICLE ID NO	SELLING DEALER NO	PRODUCTION DATE
3 L N H L 2 J C 3 B R [redacted]		

F T E NO	P O NO	R O DATE
		03/07/11

[redacted]

WANTAGE, NJ [redacted]

[redacted] PHONE

COMMENTS

MO: 2326

DCS AUDIT SLIP----------

DCS DATA FILE· FDLMNF.563

RO.NUMBER: 133428 REPAIR NUMBER· 03 REPAIR TYPE: 1
CAUSAL PART FOUND FLAG. N
VIN: 3LNHL2JC3BR[redacted]
REPAIR DATE: 03/07/2011
DISTANCE· 2200 LICENSE STATE· NJ
DISTANCE INDICATOR: M DRIVER COMPANY NAME:
DRIVER NAME/CARD ID#:
SERVICE WRITER ID: 4761 VEH LICENSE
DISCOUNT PCT·

PROGRAM CODE. TAP1 CUSTOMER PARTICIPATION: 00
CUSTOMER CONCERN CODE A99 DEALER PARTICIPATION 00
CONDITION/DEFECT CODE: 82

APPROVAL CODE 1:
APPROVAL CODE 2.

LINE NO.	PART NUMBER PREFIX	BASE/FINIS	SUFFIX	QTY	PRICE	CAUSAL PART	EXCLUDE MARKUP	CORE AMOUNT	INV NO
001		TAP1		.00	00	X		.00	

EXT. PART AMT WITH MARKUP: 00

LINE NO.	CODE	DAYS	HOURS	INVOICE #	AMOUNT
01	TAP	011	.0	510805	385.00

CUSTOMER COMMENTS
SUPPLY CUSTOMER WITH TRANSPORTATION ASSISTANCE AS A ONE TIME CUSTOMER GOODWILL G
ESTURE (TAP)

ESTURE (TAP)
TECH/DLR-WRITER COMMENTS
SUPPLY CUSTOMER WITH RENATL TRANSPORTAION

DIAGNOSTIC CODES(Y/N)? N

TOTAL PARTS: .00
PARTIAL PARTS INDICATOR=
TOTAL LABOR: .00
PARTIAL LABOR INDICATOR=
TOTAL MISC EXPENSES: 385.00
CUSTOMER PARTICIPATION: 00
DEALER PARTICIPATION: .00
TOTAL REPAIR 385.00
PARTIAL REPAIR INDICATOR=
PARTIAL REPAIR MESSAGE=

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FORD LINCOLN, LLC

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(973) 702-8000
www.magarinoford.com
Contact Service At magarinoservice@earthlink.net

133330

PRESIDENT'S AWARD

3/7 PD.

RENTALS AVAILABLE

133330

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
00F099P	REPORT CARD INSP	MI	0.00	00F0Z02	ROTATE CAR & LT TRU	MI	18.95
46F0Z03C	WHEEL BALANCE W/COUP	MO	39.95				

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
02/11/11	132791	913	297	199	W	51F0Z	BODY ELECTRICAL
				311	I	10F0Z01	DRIVEABILITY CONCERN
02/01/11	132529	595	297	305	W	50F0Z	ENGINE ELECTRICAL
				305	C	00F099P	REPORT CARD INSP
				198	W	99F0Z2	TAP DAYS
				305	C	40F0ZGBK	GREEN BRAKES

SALESPERSON NO. 201 MICHAEL A. CROWLEY

S E R V I C E

STATE REG#

TERMS: CASH ☐ CREDIT CARD CHARGE OK'D BY

VEHICLE I.D. NO. 3LNHL2JC3BR[redacted]

YEAR/MAKE/MODEL 11/LINCOLN/MKZ/MKZ AWD

PRODUCTION DATE

STOCK NO. SL340

LICENSE NO.

R.O. NO. 133330

CUSTOMER NO. 31335

SERVICE CONTRACT

DELIVERY DATE 01/26/11

DELIVERY MILES 250

SELLING DEALER NO.

R.O. DATE 03/02/11

WANTAGE, NJ [redacted]

COLOR

CONTRACT NO.

EXPIRATION DATE

EXPIRATION MILES

TAG NO.

CALL WHEN READY ☐ YES ☐ NO

[redacted]

TURBO | MAKE F0ZZ | AIR COND | P.S. | TRANS | MILEAGE 1,200 | ADVISOR NO. 199 | ADVISOR JOE

SAVE REMOVED PARTS FOR CUSTOMER ☐ YES ☐ NO

S PHONE

TIME RECEIVED 01:58pm | DATE/TIME PROMISED 03/03/11 09.00pm | PRIORITY

APPOINTMENT ☒ Yes ☐ No

CELL: [redacted]

LABOR RATE

TERMS: STRICTLY CASH UNLESS PRIOR ARRANGEMENTS MADE

"I hereby authorize the repair work hereinafter set forth to be done along with the necessary materials and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

X _____ CUSTOMER'S SIGNATURE

JOB

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X _____

1 W *99F0Z MISC

program code $488.36

P11 (Ab)

M05SJ Auth#

Joan payment

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

I HEREBY WAIVE MY RIGHT TO RECEIVE A WRITTEN ESTIMATE OF THE COST TO COMPLETE THE REQUESTED REPAIRS

COST NOT TO EXCEED $ _____

X _____

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
PARTS $	PARTS $
LABOR $	LABOR $
TOTAL $	TOTAL $

ADD'L REPAIRS AUTHORIZED BY

DATE

TIME

DATE COMPLETED	DATE CUSTOMER NOTIFIED
MILEAGE IN	MILEAGE OUT

QUALITY CONTROL BY/DATE	MILEAGE OUT	PARKING SPACE

FREE BODY SHOP ESTIMATES AVAILABLE

0101J133330

The Reynolds and Reynolds Company ERAINTWO14E CC604998 Q (10/10)

PAGE 1 OF 1

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133330

PE13-003 000876LCPV

DIAGNOSTIC TROUBLE CODES

ENTER (RPR NBR) Repair Number, (MIL) Malfunction Indicator Light, and 2,3 or 5 digit (DTC) Diagnostic Trouble Code, information here

RPR NBR	MIL on? (Y/N)	DTC POWERTRAIN						
		KOEO						
		KOEC						
		KOER						
		BODY						
		CHASSIS						
		UNDEFINED						
		OTHER						

TECHNICIANS DETAILED EXPLANATION OF CAUSE AND CORRECTION DON'T FORGET BEFORE AND AFTER SPECS	RPR NBR	CONDI-TION CODE	LABOR RECORD PARTS RETURN	EMP NO	COST OR ELAPSED TIME	TIME CLOCK
As per Mario @ Ford,						ON
submit claim & refund to cust for						OFF
car payment						ON
						OFF
						ON
						OFF
						ON
						OFF
						ON
						OFF
						ON
						OFF
						ON
						OFF
						ON
						OFF
						ON
						OFF
						ON
						OFF
						ON
						OFF
PARKING SPOT LOCATION						ON
						OFF

Service Advisor: 199
Customer Number: 31335 Name: [redacted]

3LNHL2J[redacted] 03/02/2011 13:57:23
2011 MKZ LUXURY AWD
3.5L DOHC 4V V6 ADE1AL0A 6 SPEED AUTO AISIN AXLE CD: 33
*WARRANTY START DATE 01/26/2011 BUILD DATE 11/04/2010 START ODOM 250
NO CAMPAIGN MESSAGE(S) FOUND
W A R N I N G W A R N I N G W A R N I N G
ATTENTION| VERIFY CUSTOMER AND OAR MEMBER MATCH IN OA TRACKER.
OAR ACCT#: 233 683 413 DLR-FUNDED REWARD BALANCES AS-OF-DATE: 02/28/2011
DLR-SERVICE BAL: $10.00 DLR-OIL CHANGE BAL: 0 DLR-SALES BAL: $100.00
W A R N I N G W A R N I N G W A R N I N G
VERIFY STATE REGISTRATION, VIN MAY BE ELIGIBLE FOR CALIFORNIA EMISSIONS WTY
THIS VEHICLE HAS A CLOSED CUDL REGION CONTACT
THIS VEHICLE HAS AN OPEN CUDL REGION CONTACT
*EXTENDED COVERAGES
992 USA 2011 NEW 48/50K LINCOLN MAINTENANCE 7.5K INTERVAL
STANDARD DEDUCTIBLE: 0 USD
OWNER NAME: VALUED LINCOLN CUSTOMER
OPTIONS:
EXPIRATION DATE: 01/26/2015 DISTANCE: 51,000
RENTAL: 0 USD UP TO 0 DAYS TOWING: 0 USD
CONTRACT SOLD BY: USA 47266
ESP CONTRACT START DATE: 01/26/2011
OWNER OF VEHICLE MUST MATCH OWNER NAME ON OASIS FOR COVERAGE TO APPLY
DEALER: Magarino Ford and Lincoln, L.L REPAIR DATE: 02/01/2011
WARRANTY CLAIM NUMBER: 132529 ODOMETER: 595 M
CHECKED SYSTEM AND FOUND CODES P3104, P2112, CHECKED FOR TSB NONE AVAIL ON VEH
ICLE PERFORM PINPOINT TEST DV12 READINGS SHOULD BE 9 TO 12K OHMS TP 1 OK TP2 O
UT OF SPEC AT 3440K PINPOINT TEST LEADS REPLACED THROTTLE BODY AND TEST DROVE
VEHICLE ALL WORKING TO SPEC CONTACTED BY FORD FSE DAVE WYNN DURING REPAIR ANS
WAS REQUES TED TO PERFORM ADDITIONAL TESTING PERFORM INTERNOTTANT TESTING IE
CONDITION CODE AND DESC = 42 DOES NOT OPERATE PRO

PART NUMBER	PART DESCRIPTION	QTY	LABOR OP
7T4Z 9E926FA	BODY ASY-AIR CHARGE	001	12650D
		000	12650DX1
		000	12650D45
		000	9926A
		000	MTTESTING

DEALER: Magarino Ford and Lincoln, L.L REPAIR DATE: 02/01/2011
WARRANTY CLAIM NUMBER: 132529 ODOMETER: 595 M
SUPPLY TRANSPORTATION TO CUST FOR EXTENSIVE DIAGNOSTIC PROCEDURES AND PART ORD
ER
CONDITION CODE AND DESC = 82 FREIGHT/POSTAGE/MAIN

PART NUMBER	PART DESCRIPTION	QTY	LABOR OP
TAP1	MISC	000	

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CELL: 973-919-5531

CUSTOMER NO	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO
31335	JOE 199		03/08/11	FOWS133330

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO
		1,200	/	SL340

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/LINCOLN/MKZ/MKZ AWD	01/26/11	250

VEHICLE I D NO	SELLING DEALER NO	PRODUCTION DATE
3 L N H L 2 J C 3 B R [redacted]		

F T E NO	P O NO	R O DATE
		03/02/11

[redacted]
WANTAGE, NJ [redacted]

[redacted] PHONE

COMMENTS

MO: 1201

JOB# 1 CHARGES

LABOR
J# 1.99FOZ MISC HOURS 0 00 TECH(S):199 0.00
CUSTOMER PAYMENT ASSISTANCE
FORD ASSISTING IN CUSTOMERS PAYMENT FOR CUSTOMER
SATISFACTION AS PER MARIO AT FORD MOTOR COMPANY
P11 AUTHORIZATION CODE M05SJ

PAGE 1 OF 1 ACCOUNTING COPY-W [END OF INVOICE] 12 49pm

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FOWS132791

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CELL: 973-919-5531

CUSTOMER NO	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO
31335	BILL 297		02/25/11	FOWS132791

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO
		913	/	SL340

[redacted]
WANTAGE, NJ [redacted]
[redacted] PHONE

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/LINCOLN/MKZ/MKZ AWD	01/26/11	250

VEHICLE I D NO	SELLING DEALER NO	PRODUCTION DATE
3 L N H L 2 J C 3 B R [redacted]		

F Y E NO	P O NO	R O DATE
		02/11/11

COMMENTS

MO: 1179

DCS AUDIT SLIP----------

DCS DATA FILE: FDLMWF.340

RO NUMBER: 132791 REPAIR NUMBER: 01 REPAIR TYPE. 1
CAUSAL PART FOUND FLAG· N
VIN: 3LNHL2JC3BR[redacted]
REPAIR DATE: 02/11/2011
DISTANCE. 913 LICENSE STATE· NJ
DISTANCE INDICATOR. M DRIVER COMPANY NAME
DRIVER NAME/CARD ID#.
SERVICE WRITER ID. 4761 VEH LICENSE.
DISCOUNT PCT·

PROGRAM CODE: P11 CUSTOMER PARTICIPATION .00
CUSTOMER CONCERN CODE. D42 DEALER PARTICIPATION: 00
CONDITION/DEFECT CODE. 42

APPROVAL CODE 1· M05HA
APPROVAL CODE 2:

LINE NO.	CODE	DAYS	HOURS	INVOICE #	AMOUNT
	---------- MISCELLANEOUS EXPENSE ----------				
01	REFUND	000	0		480 00

CUSTOMER COMMENTS
CUST STATES THE VEH HAS NO POWER OR NO RESPONCE TO THE ACCELERATOR PEDAL . AT TI
MES A WRECH HAD APPEARED IN DASH NOT ON NOW

MES A WRECH HAD APPEARED IN DASH NOT ON
TECH/DLR WRITER COMMENTS
CHECKED FOR DTC S NO ACTIVE OR STORED CODES IN SYSTEM FORD ENGINEER DAVE WYNN WA
S HERE FOR 2 AND ONE HALF DAYS PERFORMMING DIAGNOSTICS AND ROAD TESTING VEHICLE
UNABLE TO VERIFY CON ADVISED MRS HENDERSON THAT NOTHING ELSE CAN BE DONE AT THIS
TIME.WILL NEED TO DUPLICATE PROBLEM OF HAVE INFORMATION OF OCCURENCE RECORDED I
N DATA RECORDER . RENTAL APPROVAL AMOUNT $480 00 AUTH# M05HA PROGRAM CODE P11

DIAGNOSTIC CODES(Y/N)? N

TOTAL PARTS: .00
PARTIAL PARTS INDICATOR=
TOTAL LABOR. 35
PARTIAL LABOR INDICATOR=
TOTAL MISC EXPENSES: 480 00
CUSTOMER PARTICIPATION: .00
DEALER PARTICIPATION: 00
TOTAL REPAIR. 480 00
PARTIAL REPAIR INDICATOR=
PARTIAL REPAIR MESSAGE=

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MAR 04 2011

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0101IFOCS132791

CELL: 973-919-5531

CUSTOMER NO	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO
31335	BILL 297		02/21/11	FOCS132791

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO
		913	/	SL340

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/LINCOLN/MKZ/MKZ AWD	01/26/11	250

VEHICLE I D NO	SELLING DEALER NO	PRODUCTION DATE
3 L N H L 2 J C 3 B R [redacted]		

F T E NO	P O NO	R O DATE
		02/11/11

[redacted]
WANTAGE, NJ [redacted]

[redacted] SS PHONE

COMMENTS

MO: 1179

TOTALS----------

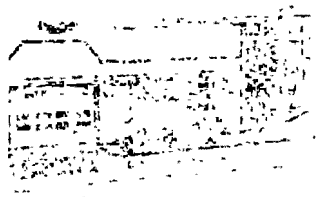
```
*****************************************************************
* NEXT RECOMMENDED SERVICE                                      *
* 04/01/2011 /   4179 MI 00F099P        REPORT CARD INSP        *
*****************************************************************
```

```
*****************************************
*                                       *
* [-] CASH    [ ] CHECK    CK NO. [     ] *
*                                       *
* [-] VISA    [ ] MASTERCARD   [ ] DISCOVER *
*                                       *
* [ ] AMER XPRESS   [ ] OTHER   [ ] CHARGE *
*                                       *
*****************************************
```

TOTAL LABOR.	0 00
TOTAL PARTS.	0 00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG	0 00
TOTAL MISC DISC	0 00
TOTAL TAX	0.00
TOTAL INVOICE $	**0.00**

YOU MAY RECEIVE A SURVEY FROM FORD MOTOR COMPANY ASKING ABOUT THIS SERVICE VISIT. IT IS VERY IMPORTANT TO US THAT YOU BE ABLE TO ANSWER THEIR QUESTIONS THAT YOU ARE COMPLETELY SATISFIED WITH YOUR SERVICE VISIT IF YOU HAVE ANY CONCERNS OR QUESTIONS PLEASE CALL PAUL FRANEK AT 973-702-8000 EXT 224 EMAIL magarinoservice@earthlink net

[redacted]



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www.magarinoford.com
Contact Service At magarinoservice@earthlink.net

132529

PRESIDENT'S AWARD

132529

2/23
L1-PD
L3-under review

RENTALS AVAILABLE

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
00FOZ02	ROTATE CAR & LT TRU	MI	16.95	02FOZ08	Perform 15000 Maxi	MI	269.95

3/1 PD Short 1day rental

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
01/31/11	132514	105	199	199	I	99FOZ	MISC
01/26/11	132419	100	198	318	I	75FOZ10E	PDI MKZ(ZEPHYR)
				401	I	90FOZ	NEW CAR DETAIL
				318	I	51FOZ	BODY ELECTRICAL
				318	I	75FOZ01	ETCH WINDOWS

SALESPERSON NO. 201 MICHAEL A CROWLEY **S E R V I C E** STATE REG#

TERMS: CASH ☐ CREDIT CARD ☐ CHARGE ☐ OK'D BY

VEHICLE I.D. NO: 3LNHL2JC3BR[redacted]

YEAR/MAKE/MODEL: 11/LINCOLN/MKZ/MKZ AWD

PRODUCTION DATE | STOCK NO: SL340 | LICENSE NO | R.O. NO: 132529

CUSTOMER NO: 31335 | SERVICE CONTRACT | DELIVERY DATE: 01/26/11 | DELIVERY MILES: 250 | SELLING DEALER NO | R.O. DATE: 02/01/11

WANTAGE, NJ [redacted]

COLOR | CONTRACT NO | EXPIRATION DATE | EXPIRATION MILES | TAG NO

CALL WHEN READY ☐ YES ☐ NO [redacted]

TURBO | MAKE: FOZZ | AIR COND | P.S. | TRANS | MILEAGE: 100 | ADVISOR NO: 297 | ADVISOR: BILL

SAVE REMOVED PARTS FOR CUSTOMER ☐ YES ☐ NO [redacted] PHONE

TIME RECEIVED: 01:27pm | DATE PROMISED: 02/01/11 09 00pm | PRIORITY

APPOINTMENT ☐ Yes ☐ No | LABOR RATE

TERMS STRICTLY CASH UNLESS PRIOR ARRANGEMENTS MADE

I hereby authorize the repair work hereinafter set forth to be done along with the necessary materials and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on all [redacted]

JOB

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X _____

1. W 50FOZ **ENGINE ELECTRICAL**
CUSTOMER STATES A WRENCH LITE UP ON DASH AND CAR STOPPED MOVING YOU COULD STEP ON GAS AND RPM WOULD NOT EVEN GO UP

2. C 00FO99P **REPORT CARD INSP**
PERFORM MULTI-POINT INSPECTION REPORT CARD AS RECOMMENDED BY FORD MOTOR COMPANY

9926A - .5

Advantage™

Lep Dnatec VL

E1600 25 10 10 L 1147011187

TSB 10-24-06

0101J132529

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

I HEREBY WAIVE MY RIGHT TO RECEIVE A WRITTEN ESTIMATE OF THE COST TO COMPLETE THE REQUESTED REPAIRS

COST NOT TO EXCEED $ _____

X _____

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
PARTS $	PARTS $
LABOR $	LABOR $
TOTAL $	TOTAL $

ADDL REPAIRS AUTHORIZED BY
DATE
TIME

DATE COMPLETED	DATE CUSTOMER NOTIFIED
MILEAGE IN: 0595	MILEAGE OUT: 0615 690

QUALITY CONTROL BY/DATE	MILEAGE OUT	PARKING SPACE
	2/3	

FREE BODY SHOP ESTIMATES AVAILABLE

P2104 QE
P2112 BV

The Reynolds and Reynolds Company ERARNTWC14E CC5049988 O (12/10)

9E926

WARRANTY PARTS RETURN

CAUSAL PART 9E926

DIAGNOSTIC TROUBLE CODES

ENTER (RPR NBR) Repair Number, (MIL) Malfunction Indicator Light, and 2,3 or 5 digit (DTC) Diagnostic Trouble Code, information here

RPR NBR	MIL on? (Y/N)	DTC	
		POWERTRAIN	
		KOEO	9926A, 5
		KOEC	
		KOER	
		BODY	
		CHASSIS	
		UNDEFINED	
		OTHER	

STRAIGHT TIME (HOURS)	FLAT RATE	R/O NO	2	TIME	OFF
B	1.7	32529 ORDER NO Hendrickson 305 EMP NO 211		1.7	14.9 ON 13.2

STRAIGHT TIME (HOURS)	FLAT RATE	R/O NO	4	TIME	OFF
B	1.3	32529 ORDER NO Hendrickson 305 EMP NO 211		1.3	17.0 ON 15.7

TECHNICIANS DETAILED EXPLANATION OF CAUSE AND CORRECTION
DON'T FORGET BEFORE AND AFTER SPECS

Jims 305

(1) Vehicle only Idles At Times when Light Comes on
IDS Tested P2104 P2112 CMDTC'S CK OASIS
TSB 10-21-06. Engines not In Suspect Dates
PPT DV Concludes Bad throttle Body
PPT Step DV 12 Readings Should Be 9-11 Kohms
TP1 OK TP2 only 3440 ordered Part
WAS Called By Kevin From Ford, Put to Half Throttle
Wiggle Tested - no Codes Wire Routing Seems OK
Installed Sup throttle Body Rd CK 18 miles no Problem
WAS called By Dave Wynn Aspen Dave Rd Test Try
To Get Problem to Happen then call him on Codes
+Data

STRAIGHT TIME (HOURS)	FLAT RATE	R/O NO	3	TIME	OFF
MT	1.8	32529 ORDER NO Hendrickson 305 EMP NO 213			14.8 ON 13.0

M-Time Repair
Line 1 This repair was reviewed and authorized by service manager for repair.
MGR:
Date: 2/3/11

PARKING SPOT LOCATION

PE13-003 000883LCPV

Service Advisor: 297
Customer Number: 31335 Name: [redacted]

3LNHL2JC3B[redacted] 02/01/2011 13:27:51
2011 MKZ LUXURY AWD
3.5L DOHC 4V V6 ADE1AL0A 6 SPEED AUTO AISIN AXLE CD: 33
*WARRANTY START DATE 01/26/2011 BUILD DATE 11/04/2010 START ODOM 250
NO CAMPAIGN MESSAGE(S) FOUND
VERIFY STATE REGISTRATION, VIN MAY BE ELIGIBLE FOR CALIFORNIA EMISSIONS WTY
*EXTENDED COVERAGES
NO ESP INFORMATION AVAILABLE
NO RECENT REPAIR HISTORY ON VEHICLE

12650D - .2
12650DX1 - .1
12650DY5 - 3
9926A - .5

1.1

Ford | Lincoln | Mercury — GENUINE PARTS & SERVICE

Extended Service Plan — Genuine Ford ESP — ☐ Yes ☐ No

Owner Advantage Rewards — Member #: ____ Service Balance: ____

Multi-Point Inspection Report Card as Recommended by Ford Motor Company

Name [redacted]

E-Mail Address ____

Today's Date 2/1/01 RO/Tag. 132529 State Inspec Month ____

Make/Model/Year ____ Mileage ____

VIN # ____ Plate # ____

SCHEDULED MAINTENANCE ITEMS DUE FOR SERVICING ON THIS VISIT*

DUE		SERVICED	DUE		SERVICED
☐	Cabin Air Filter Ø	☐	☐	Oil Filter Ø	☐
☐	Engine Air Filter Ø	☐	☐	Spark Plugs Ø	☐
☐	Engine Coolant	☐	☐	Tire Rotation Ø	☐
☐	Fuel Filter	☐	☐	Transmission Filter	☐
☐	Oil Change Ø	☐	☐	Transmission Fluid Ø	☐

*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owners Manual or visit www.genuineservice.com for vehicle specific maintenance requirements.

CHECK FLUID LEVELS AND FILL — SERVICED ☐

Oil and/or fluid leaks

OK	FILL		OK	FILL		OK	FILL	
✓		Engine Oil	✓		Power Steering	✓		Transmission (if equipped with dipstick)
✓		Brake Reservoir	✓		Window Washer	✓		Coolant Recovery Reservoir

BATTERY — SERVICED ☐

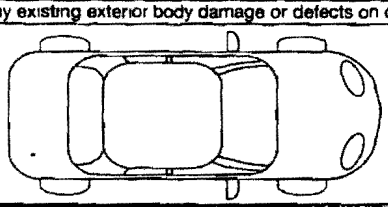
State of Health: 0% — 100%

Battery Condition

Factory spec cold cranking amps 595 — Actual cold cranking amps 595

EXTERIOR BODY

Note any existing exterior body damage or defects on diagram



SYNC VEHICLE HEALTH REPORT (VHR) — ACTIVATED ☐

VHR Activation ☐ Yes ☐ No ☐ N/A

LEGEND: Ø May contribute to vehicle efficiency and promote a greener environment

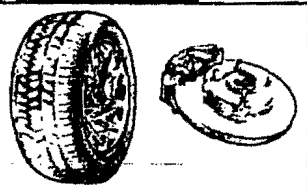
☐ Checked and OK at this time ☐ May require future attention ☐ Requires immediate attention

CHECK FOLLOWING SYSTEMS/COMPONENTS

	SERVICED
BRAKE SYSTEM	
Brake system (including lines, hoses, and parking brake) Ø	☐
STEERING AND SUSPENSION	
Shocks/struts and other suspension components for leaks and/or damage	☐
Steering, steering linkages and ball joints	☐
EXHAUST SYSTEM	
Exhaust system (leaks, damage, loose parts) Ø	☐
TRANSMISSION AND DRIVE AXLE	
Clutch operation (if equipped)	☐
Constant velocity (CV) drive axle boots (if equipped)	☐
Drive shaft, transmission, u-joint and shaft linkage (if equipped) and lubricate (as needed)	☐
LIGHTS/BLADES/WINDSHIELD	
Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps	☐
Windshield washer spray, wiper operation and wiper blades	☐
Windshield for cracks, chips and pitting	☐
BELTS/HOSES/MOUNTS	
HVAC system and hoses/lines for leaks and/or damage	☐
Engine Cooling System, radiator, hoses and clamps	☐
Accessory drive belt(s)	☐

TIRE/BRAKE WEAR

TIRE TREAD	[illegible] or greater	4/32" to 6/32"	[illegible]
BRAKE LINING	Over 5mm or [illegible] (Disc) or Over 3mm or [illegible] (Drum)	3 to 5mm or 4/32" to 7/32" (Disc) or 1 or 2 to 3mm (Drum) or 2/32" to 3/32"	[illegible]



LEFT FRONT Ø		SERVICED	RIGHT FRONT Ø		SERVICED
	Tire Tread Depth 10 /32" Tire Age ____	☐		Tire Tread Depth 10 /32" Tire Age ____	☐
	Tire Wear Pattern/Damage	☐		Tire Wear Pattern/Damage	☐
	Tire Pressure - set to factory recommended PSI	☐		Tire Pressure - set to factory recommended PSI	☐
	Brake Lining 8 mm ____ /32"	☐		Brake Lining 8 mm ____ /32"	☐

TIRE WEAR INDICATES	SERVICED
☐ Alignment check needed	☐
☐ Wheel balance needed	☐
☐ Tire repair needed	☐
☐ Brake measurements not taken this service visit	
TIRE RECALLS	
☐ Check for open tire recalls	

LEFT REAR Ø		SERVICED	RIGHT REAR Ø		SERVICED
	Tire Tread Depth 10 /32" Tire Age ____	☐		Tire Tread Depth 10 /32" Tire Age ____	☐
	Tire Wear Pattern/Damage	☐		Tire Wear Pattern/Damage	☐
	Tire Pressure - set to factory recommended PSI	☐		Tire Pressure - set to factory recommended PSI	☐
	Brake Lining 8 mm ____ /32"	☐		Brake Lining 8 mm ____ /32"	☐

SPARE TIRE Ø		SERVICED
	Tire Pressure - set to factory recommended PSI	☐

You must follow proper warranty procedures on any repair items found to be under warranty as a result of the multi-point inspection process, regardless of customer request.

Refer to Warranty Responsibility section 3.1 of the Warranty & Policy manual for specific details on coverage and dealer requirements.

Any items found to be under warranty are required to have Service Manager sign off on the related RO in order to be submitted under warranty.

Comments ____

Advisor ____ Tech ____

Customer Signature ____

12-67166476

Dealer Copy

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ELRAC, LLC, 315 STATE RT 23, SUSSEX, NJ 074613105 (973) 875-2222

RENTAL AGREEMENT 958409
REF# 8YRCGD

RENTER
[redacted]

DATE & TIME OUT
02/01/2011 03:41 PM
DATE & TIME IN
02/08/2011 09 49 AM

BILLING CYCLE
24-HOUR

VEH #2 2011 JEEP GCHE LTD4
VIN# 1J4RR5GG0BC[redacted]
LIC# [redacted]
MILES DRIVEN 568

VEH #1 2010 DODG AVEN SXTX
VIN# 1B3CC4FB8AN[redacted]
LIC# [redacted]
MILES DRIVEN 14

BILL TO ACCOUNT
MAGARINO FORD - 4V**
ATTN: UNKNOWN
357 ROUTE 23 NORTH
SUSSEX, NJ 07461

CLAIM INFO
132529 PO # 52533

SUMMARY OF CHARGES

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	02/01 - 02/08	7	DAY	$35 00	$245 00
REFUELING CHARGE	02/01 - 02/08				$0 00
			Subtotal:		$245.00
Taxes & Surcharges					
DOMESTIC SECURITY FEE	02/01 - 02/08	7	DAY	$5 00	$35 00
			Total Charges:		$280.00
Bill-To / Deposits					
MAGARINO FORD - 4V**					
TIME & DISTANCE	02/01 - 02/08	7	DAY		
REFUELING CHARGE	02/01 - 02/08				
DOMESTIC SECURITY FEE	02/01 02/08	7	DAY		
			Subtotal:		($280.00)
DEPOSITS					($100 00)
Total Amount Due					**$0.00**

PAYMENT INFORMATION

AMOUNT PAID	TYPE	CREDIT CARD NUMBER
($100.00)	Visa	XXXXXXXXXXXX8733 PENDING
$100 00	Visa	XXXXXXXXXXXX8733

2/9/2011

FEB-09-2011 11:28 From: To:973702899 3 P.1/1

MAGARINO FORD LINCOLN MERCURY

PO Box 644 • 375 Route 23N
SUSSEX, NEW JERSEY 07461
(973) 702-8000

PURCHASE ORDER TO

521

[redacted]

HAMBURG NJ [redacted]

NUMBER 52638
WRITTEN BY LLOYD WILSON
DEPARTMENT SERVICE
DATE 02/11/11 P.O AMOUNT 35.00

SHIP TO

MAGARINO FORD MERCURY
P.O. BOX 644 RT. 23
SUSSEX NJ 07461

BILL TO

MAGARINO FORD MERCURY
P.O. BOX 644 RT. 23
SUSSEX NJ 07461

TAX EXEMPT #

QTY	DESCRIPTION	PRICE	AMOUNT
	132791 CAR RENTAL	35 00	

ACCT	AMOUNT	CONTROL NUMBER	ACCT.	AMOUNT	CONTROL NUMBER

SIGNATURE

PAGE 1 OF 1

PURCHASE ORDER

PURCHASE ORDER

PURCHASE ORDER TO

521

ENTERPRISE RENT A CAR
92 ROUTE 23 SOUTH
HAMBURG NJ 07419

NUMBER 52638
WRITTEN BY LLOYD WILSON
DEPARTMENT SERVICE
DATE 02/11/11 P O AMOUNT 35.00

SHIP TO

MAGARINO FORD MERCURY
P.O. BOX 644 RT. 23
SUSSEX NJ 07461

BILL TO

MAGARINO FORD MERCURY
P.O BOX 644 RT. 23
SUSSEX NJ 07461

TAX EXEMPT #

QTY.	DESCRIPTION	PRICE	AMOUNT
	132791 CAR RENTAL	35 00	

ACCT.	AMOUNT	CONTROL NUMBER	ACCT.	AMOUNT	CONTROL NUMBER

SIGNATURE

The Reynolds and Reynolds Company EPAUNTPOCE 0C6800817 0 (05/07)

PAGE 1 OF 1

MAGARINO FORD LINCOLN MERCURY

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(973) 702-8000

PURCHASE ORDER

PURCHASE ORDER TO 521

ENTERPRISE RENT A CAR
92 ROUTE 23 SOUTH
HAMBURG NJ 07419

NUMBER 52533
WRITTEN BY **WILLIAM HATTER**
DEPARTMENT **SERVICE**
DATE **02/01/11** P O AMOUNT **0.00**

SHIP TO
MAGARINO FORD MERCURY
P O. BOX 644 RT. 23
SUSSEX NJ 07461

BILL TO
MAGARINO FORD MERCURY
P.O. BOX 644 RT 23
SUSSEX NJ 07461

TAX EXEMPT #

QTY.	DESCRIPTION	PRICE	AMOUNT
	132529 RENTAL	0 00	

ACCT	AMOUNT	CONTROL NUMBER	ACCT.	AMOUNT	CONTROL NUMBER

The Reynolds and Reynolds Company ERAINTPODF CC806007 Q (06/07)

0101252533

SIGNATURE

PAGE 1 OF 1

MAGARINO FORD LINCOLN MERCURY
PO Box 644 • 375 Route 23N
SUSSEX, NEW JERSEY 07461
(973) 702-8000

FOWS132791

MAGARINO
FORD MERCURY
DAEWOO

P O Box 644 • 375 Route 23N
SUSSEX, NEW JERSEY 07461
(973) 702-8000

FOWS132791

0101IFOWS132791

CELL: 973-919-5531

CUSTOMER NO	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO
31335	BILL 297		02/25/11	FOWS132791

[redacted]
WANTAGE, NJ [redacted]
[redacted] PHONE

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO
		913	/	SL340

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/LINCOLN/MKZ/MKZ AWD	01/26/11	250

VEHICLE I D NO	SELLING DEALER NO	PRODUCTION DATE
3 L N H L 2 J C 3 B R [redacted]		

F T E NO	P O NO	R O DATE
		02/11/11

COMMENTS

MO: 1179

JOB# 1 CHARGES----------

LABOR----------
J# 1 51FOZ BODY ELECTRICAL HOURS TECH(S):199 0.00
CUST STATES THE VEH HAS NO POWER OR NO RESPONCE TO THE
ACCELERATOR PEDAL . AT TIMES A WRECH HAD APPEARED IN DASH
NOT ON NOW
CHECKED FOR DTC S NO ACTIVE OR STORED CODES IN SYSTEM
FORD ENGINEER DAVE WYNN WAS HERE FOR 2 AND ONE HALF
DAYS PERFORMMING DIAGNOSTICS AND ROAD TESTING VEHICLE
UNABLE TO VERIFY CONCERN AT THIS TIME. VEHICLE WAS DRIVE
266 MILES WITHOUT A PROBLEM.FORD HAD WANTED TO LEAVE
DATA RECORDER IN VEHICLE TO ASSIST WITH DIAGNOSIS IF
PROBLEM OCCURED WHILE CUSTOMER WAS DRIVING VEHICLE.
MRS HENDERSON DECLINED
ADVISED MRS HENDERSON THAT NOTHING ELSE CAN BE DONE
AT THIS TIME.WILL NEED TO DUPLICATE PROBLEM OF HAVE
INFORMATION OF OCCURENCE RECORDED IN DATA RECORDER

RENTAL APPROVAL AMOUNT $480.00 AUTH# M05HA
PROGRAM CODE P11

SUBLET-----PO#--------VEND INV#-INV DATE-DESCRIPTION----------
52638 02/25/11 RENTAL 480 00
TOTAL - SUBLET 480.00

JOB# 1 TOTALS----------
SUBLET 480.00

JOB# 1 JOURNAL PREFIX FOWS JOB# 1 TOTAL 480 00

COMMENTS----------
DELETED OPERATION(S)----------
00F099P REPORT CARD INSP 99FOZ01 TAP DAYS

R/O TAX 0 00
R/O TOTALS 480 00

WARRANTY CLAIM DETAIL TOTALS----------

CLAIM#	TOTAL
132791-01	480 00
CLAIM TOTALS	480.00

APPROVED BY SIGNATURE

 ACCOUNTING COPY-W [CONTINUED ON NEXT PAGE] 03 14pm

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ERAINTINVE SF602657 (07/01)

FOWS132791

MAGARINO
FORD MERCURY
DAEWOO

P O Box 644 • 375 Route 23N
SUSSEX, NEW JERSEY 07461
(973) 702-8000

FOWS132791

0101IFOWS132791

CELL: 973-919-5531

CUSTOMER NO	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO
31335	BILL 297		02/25/11	FOWS132791

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO
		913	/	SL340

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/LINCOLN/MKZ/MKZ AWD	01/26/11	250

VEHICLE I D NO	SELLING DEALER NO	PRODUCTION DATE
3 L N H L 2 J C 3 B R [redacted]		

F T E NO	P O NO	R O DATE
		02/11/11

[redacted]
WANTAGE, NJ [redacted]
[redacted] PHONE

COMMENTS

MO: 1179

DCS AUDIT SLIP----------

DCS DATA FILE: FDLMWF.340

RO NUMBER: 132791 REPAIR NUMBER: 01 REPAIR TYPE. 1
CAUSAL PART FOUND FLAG· N
VIN: 3LNHL2JC3B[redacted]
REPAIR DATE: 02/11/2011
DISTANCE. 913 LICENSE STATE· NJ
DISTANCE INDICATOR. M DRIVER COMPANY NAME
DRIVER NAME/CARD ID#.
SERVICE WRITER ID. 4761 VEH LICENSE.
DISCOUNT PCT·

PROGRAM CODE: P11 CUSTOMER PARTICIPATION .00
CUSTOMER CONCERN CODE. D42 DEALER PARTICIPATION: 00
CONDITION/DEFECT CODE. 42

APPROVAL CODE 1· M05HA
APPROVAL CODE 2:

LINE NO.	CODE	DAYS	HOURS	INVOICE #	AMOUNT
	---------- MISCELLANEOUS EXPENSE ----------				
01	REFUND	000	0		480 00

CUSTOMER COMMENTS
CUST STATES THE VEH HAS NO POWER OR NO RESPONCE TO THE ACCELERATOR PEDAL . AT TI
MES A WRECH HAD APPEARED IN DASH NOT ON NOW

MES A WRECH HAD APPEARED IN DASH NOT ON
TECH/DLR WRITER COMMENTS
CHECKED FOR DTC S NO ACTIVE OR STORED CODES IN SYSTEM FORD ENGINEER DAVE WYNN WA
S HERE FOR 2 AND ONE HALF DAYS PERFORMMING DIAGNOSTICS AND ROAD TESTING VEHICLE
UNABLE TO VERIFY CON ADVISED MRS HENDERSON THAT NOTHING ELSE CAN BE DONE AT THIS
TIME.WILL NEED TO DUPLICATE PROBLEM OF HAVE INFORMATION OF OCCURENCE RECORDED I
N DATA RECORDER . RENTAL APPROVAL AMOUNT $480 00.AUTH# M05HA PROGRAM CODE P11

DIAGNOSTIC CODES(Y/N)? N

TOTAL PARTS: 00
PARTIAL PARTS INDICATOR=
TOTAL LABOR. 00
PARTIAL LABOR INDICATOR=
TOTAL MISC EXPENSES: 480 00
CUSTOMER PARTICIPATION: 00
DEALER PARTICIPATION: 00
TOTAL REPAIR 480 00
PARTIAL REPAIR INDICATOR=
PARTIAL REPAIR MESSAGE=

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DRAKETOWN

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

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

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 2

Report# :	BBCA4006 NHL			**Received:**	02/03/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2011,ZEPHYR/MKZ,PRE AWD,SEDAN ,3LNHL2JC3BR[redacted]			**Build Date:**	11/04/2010
Odometer :	2,342 M	**Engine:**	DURATEC 35	**Calibration:**	ADE1AL0A
Transmission:	6SPD AISIN	**Axle:**	3.33 RATIO	**A/C:**	YES
Dealer:	USA 01662 Magarino Ford and Lincoln, L.L			**Phone#:**	(973) 702-8000
City:	Sussex	**State:**	New Jersey	**Country :**	USA

Originator: MATT ALLEN

Symptom: 6 98 2 98 DRVABL,INDICATOR,CHECK ENGINE,MIL ONLY

Status:

VFG: V29 CHECK ENGINE LIGHT

Additional Symptom: MILL LIGHT ON

Fix: Y **Causal Component :** WIRE -- RPR

Condition Code:

Hotliner: SLAMOND1 **Phone:** 313 317-9296 **Regn Cd:** N1 New York

Engineering: **Phone:** **TAR:** CLD

Dlr Contact: MATT ALLEN **Phone:** 000 000-0000 **Title Cde:** T

KOEO:
KOEC:
KOER:

Comments:

REPAIR 02/03/2011 11:27AM SEBASTIEN LAMONDE MSS - FCSD - TECH SVC HOTLINE
HSAP PVT TEAM REQUESTED TER ON THIS UNIT.

ADD-ON 02/03/2011 11:33AM JOSE CHACON(PCE) MSS - FCSD - VSP C/P SVC ENG
TECHNICIAN JIMMY STATED, THE VEHICLE, HAD CODES P2112 AND P2104 STORED IN MEMORY, CUSTOMER COMPLAINED ABOUT ENGINE GOING INTO IDLE ONLY MODE AND MIL ON (COULD BE WRENCH LIGHT TOO) WHEN DRIVING, HAPPENED THREE TIMES. CUSTOMER WAS ABLE TO DRIVE VEHICLE IN FOR SERVICE. TECH FOLLOWED PIN POINT TEST AND IT FAILED THE RESISTANCE CHECK FOR TP2. ETB LOOKED CLEAN AND DID NOT APPEAR TO BE BINDING. HE SUSPECTED ETB AND ORDERED ONE. ASKED THE TECHNICIAN TO RETRIEVE ETC FF DATA WHEN HE CAN GET BACK INTO THIS VEHICLE. WILL ALSO TRY TO RECOVER SESSION AND REVIEW OBDII FF. TECH REMEMBERED THE RPM: ~1500 AND VEHICLE SPEED: ~ 50MPH.

ADD-ON 02/03/2011 11:37AM JOSE CHACON(PCE) MSS - FCSD - VSP C/P SVC ENG
NOTE TO FSE: THIS CONCERN IS CURRENTLY UNDER INVESTIGATION AND/OR NEED YOUR SUPPORT TO REVIEW THE VEHICLE. WE HAVE AN ENGINEERING TEAM LOOKING AT THIS CONCERN AND IS READY TO PROVIDE ANY FEEDBACK AND/OR QUESTIONS YOU MAY HAVE. TAR REQUESTED TO HANDLE THE CUSTOMER PORTION, DUE TO THE VEHICLE IS HAS AN RPM DROP. IF ABLE TO REVIEW THE VEHICLE, PLEASE E-MAIL THE INFORMATION TO: SLANGLE1@FORD.COM, KOYAFUSO@FORD.COM, MDIXON@FORD.COM, JCHACON3@FORD.COM.

ADD-ON 02/03/2011 11:38AM JOSE CHACON(PCE) MSS - FCSD - VSP C/P SVC ENG
REPORT READY FOR TAR REPAIRS.

AUDIT 02/03/2011 11:38AM JOSE CHACON(PCE) MSS - FCSD - VSP C/P SVC ENG
TECH ASSIST REFERRAL HAS BEEN OPENED

ADD-ON 02/07/2011 09:09PM DAVID WYNN(FSE) MSS - FCSD - REG - NEW YORK
CONTACTED SM ROSS FISCHETTI ON 2/3. DEALER HAS REPLACED THROTTLE BODY AND IS CURRENTLY TEST DRIVING THE VEHICLE TO SEE IF THE CONCERN WILL RETURN. DEALER IS UNABLE TO RETRIEVE ORIGINAL ETC FREEZE FRAME DATA DUE TO CODES BEING SET DURING TESTING FOR UNPLUGGING THE THROTTLE.

ADD-ON 02/09/2011 11:55PM DAVID WYNN(FSE) MSS - FCSD - REG - NEW YORK
CUSTOMER IS WILLING TO HAVE A DATA RECORDER INSTALLED ON THE VEHICLE. ADVISED MARK DIXON THAT CUSTOMER IS WILLING TO WORK WITH US. WAITING ON RESPONSE BACK FROM MARK DIXON. ONCE I RECEIVE DATA RECORDER, WILL SCHEDULE APPOINTMENT WITH CUSTOMER TO INSTALL DATA RECORDER.

ADD-ON 02/11/2011 02:56PM DAVID WYNN(FSE) MSS - FCSD - REG - NEW YORK
DATA RECORDER RECEIVED FROM KEVIN OYAFUSO ON 2/11. APPOINTMENT SET FOR CUSTOMER TO BRING THE VEHICLE IN ON 2/14. WHEN CUSTOMER WAS CONTACTED, THEY STATED THAT THE VEHICLE HAD STALLED THE DAY BEFORE AND THAT THEY WERE GETTING READY TO BRING THE VEHICLE IN.

ADD-ON 02/14/2011 09:45PM DAVID WYNN(FSE) MSS - FCSD - REG - NEW YORK
CUSTOMER STATES AT TIMES VEHICLE WILL NOT HAVE ANY THROTTLE RESPONSE. THE FIRST TIME THE CONCERN HAPPENED, THE WRENCH LIGHT AND CHECK ENGINE LIGHT CAME ON AND CODES P2104 AND P2112 WERE PRESENT. DEALER REPLACED ETB AND RELEASED VEHICLE TO THE CUSTOMER. ENGINEERING SEEKING INSTALLATION OF A FLIGHT RECORDER ON VEHICLE TO SEE IF THE CUSTOMER COULD GET A RECORDING OF THE CONCERN. PRIOR TO VEHICLE ARRIVING AT DEALER TO HAVE FLIGHT RECORDER INSTALLED, CUSTOMER STATED THAT THE VEHICLE LEFT HER STRANDED ON THE SIDE OF THE ROAD WITH NO THROTTLE RESPONSE. CUSTOMER STATES THAT NO INDICATORS WERE ILLUMINATED ON THE DASH WHEN THE CONCERN WAS PRESENT. CUSTOMER DROPPED VEHICLE OFF AT THE DEALER ON 2/11. INSPECTED VEHICLE ON 2/14. CHECKED FOR CODES IN ALL MODULES ON THE VEHICLE. ALL MODULES PASS EXCEPT FOR THE PCM WHICH HAS A P1000 AND THE IPC WHICH HAS A B10D7:51-08. CHECKED ETC FREEZE FRAME DATA. EMAILED FREEZE FRAME DATA TO ENGINEERING FOR REVIEW. I TEST DROVE VEHICLE 84 MILES AND WAS UNABLE TO REPRODUCE CUSTOMER'S CONCERN. CHECKED ALL CONNECTIONS AT THE ETB, C145 AND PCM. NO SIGNS OF LOOSE

FITTING OR PUSHED OUT PINS. DEALER STILL HAD ORIGINAL ETB IN PARTS THAT HAD BEEN REPLACED. CHECKED RESISTANCE READINGS AND DIODE READING PER PINPOINT TEST DIAGNOSTICS. FOUND 10K OHMS OF RESISTANCE BETWEEN PINS 1 AND 3 ON THE ETB. FOUND 10K OHMS OF RESISTANCE BETWEEN PINS 2 AND 4 ON THE ETB. CHECKED DIODE VOLTAGES PER PPT AND FOUND 0.447 VOLTS BETWEEN PINS 2 AND 1 ON THE ETB AND 0.428 VOLTS BETWEEN PINS 2 AND 4 ON THE ETB. THIS TESTING WOULD INDICATE THAT THE ETB THAT WAS REPLACED IS STILL GOOD. DEALER IS GOING TO TEST DRIVE VEHICLE OVERNIGHT WITH FLIGHT RECORDER INSTALLED TO SEE IF THE CONCERN CAN BE DUPLICATED. WILL RETURN TO THE DEALER ON 2/15 TO PERFORM ALTERNATOR RIPPLE TEST.

ADD-ON **02/14/2011 09:49PM DAVID WYNN(FSE) MSS - FCSD - REG - NEW YORK**
NOTE WHEN CONCERN HAPPENS TO CUSTOMER, IF SHE CYCLES THE KEY OFF AND THEN BACK ON, THE CONCERN GOES AWAY.

ADD-ON **02/21/2011 10:34AM DAVID WYNN(FSE) MSS - FCSD - REG - NEW YORK**
PERFORMED ALTERNATOR RIPPLE TEST AND RIPPLE TEST INDICATES NO ISSUE WITH THE ALTERNATOR. TEST DROVE VEHICLE A TOTAL OF 266 MILES AND HAVE BEEN UNABLE TO DUPLICATE THE CUSTOMER'S ALLEGED CONCERN. MYSELF AND THE DEALER HAVE TEST DRIVEN THE VEHICLE A TOTAL OF 266 MILES IN AN ATTEMPT TO DUPLICATE THE CUSTOMER'S ALLEGED CONCERN AND HAVE BEEN UNABLE TO REPRODUCE THE ALLEGED CONCERN. RETURNED VEHICLE TO CUSTOMER. PRIOR TO RELEASING VEHICLE TO THE CUSTOMER, ADVISED WE WOULD LIKE TO KEEP THE FLIGHT RECORDER INSTALLED SO THAT IF THE CONCERN DOES RESURFACE WHILE SHE IS DRIVING, WE CAN OBTAIN A RECORDING OF THE CONCERN. CUSTOMER REFUSED TO LEAVE THE RECORDER INSTALLED ON HER VEHICLE. VEHICLE RETURNED TO CUSTOMER WITHOUT FLIGHT RECORDER INSTALLED PER CUSTOMER REQUEST.

AUDIT **02/21/2011 10:34AM DAVID WYNN(FSE) MSS - FCSD - REG - NEW YORK**
TECH ASSIST REFERRAL HAS BEEN CLOSED

ADD-ON **03/04/2011 10:54AM JOSE CHACON(PCE) MSS - FCSD - VSP C/P SVC ENG**
HSAP PVT TEAM REVIEWED. CLOSED TAR - NO-TFOAM STATUS. E-MAILED FSE.

ADD-ON **03/09/2011 09:59PM RON TODISCO(TOC) MSS - FCSD - REG - BOSTON**
SAME CONCERN IN EARLY FEBRUARY. VEHICLE WAS TOWED TO THE DEALER AND

CUSTOMER HAS LEFT IT AT THE DEALER.

AUDIT **03/09/2011 09:59PM RON TODISCO(TOC) MSS - FCSD - REG - BOSTON**
TECH ASSIST REFERRAL HAS BEEN REOPENED

ADD-ON **03/10/2011 11:09AM DAVID WYNN(FSE) MSS - FCSD - REG - NEW YORK**
CONTACTED SERVICE MANAGER RICH. HAD DEALER PULL CODES. CODES P2104 AND P2112 WERE PRESENT AS CONTINUOUS CODES IN THE PCM. DEALER TEST DROVE VEHICLE TO SEE IF CONCERN WAS STILL PRESENT OR COULD BE DUPLICATED. CONCERN IS NO LONGER PRESENT AND THEY HAVE BEEN UNABLE TO DUPLICATE THE CONCERN AT THIS TIME. DEALER HAS NOT ERASED CODES OR PERFORMED ANY DIAG AT THIS TIME. ADVISED DEALER DO NOT ERASE CODES OR PERFORM ANY DIAG UNTIL FURTHER DIRECTION IS GIVEN. EMAILED KEVIN OYAFUSO AND MARK DIXON SEEKING DIRECTION AS TO WHETHER OR NOT ROOT CAUSE HAS BEEN IDENTIFIED AND WHAT THE RECOMMENDED REPAIR WOULD BE AT THIS TIME.

ADD-ON **03/10/2011 03:08PM JOSE CHACON(PCE) MSS - FCSD - VSP C/P SVC ENG**
HSAP PVT TEAM REVIEWED. FSE/PD/PVT ENGAGED. PD E-MAILED FSE ON NEXT STEPS. END OF CONTACT.

ADD-ON **03/10/2011 04:52PM DAVID WYNN(FSE) MSS - FCSD - REG - NEW YORK**
HAD SHOP FOREMAN TAKE RECORDINGS OF THE RPM_ACT, RPM_DSD, ETC_ACT, AND ETC_DSD TURING ON THE WIPERS. BASED ON RECORDINGS TAKEN, SUSPECT CONCERN IS RELATED TO RFI IN THE WIRING HARNESS FROM THE WIPER MOTORS. EMAILED KEVIN OYAFUSO A COPY OF THE RECORDINGS. REQUESTING JUMPER HARNESS BE SENT TO DEALER ASAP. RECORDINGS ATTACHED TO THE REPORT.

ADD-ON **03/14/2011 03:41PM JOSE CHACON(PCE) MSS - FCSD - VSP C/P SVC ENG**
HSAP PVT TEAM REVIEWED WITH PD, THE HARNESS IN ROUTE TO FSE/DEALER.

ADD-ON **03/15/2011 09:25AM DAVID WYNN(FSE) MSS - FCSD - REG - NEW YORK**
DEALER INSTALLED UPDATED JUMPER HARNESS AND RETESTED TAKING THE SAME RECORDINGS AS PREVIOUSLY TAKEN. AFTER TAKING THE RECORDINGS, IT APPEARS THE INSTALLATION OF THE JUMPER HARNESS HAS RESOLVED THE RFI CONCERN FROM THE WIPER MOTOR. I WILL VISIT THE DEALER ON 3/16 TO TAKE RECORDINGS AND VERIFY REPAIR HAS CORRECTED THE CONCERN.

ADD-ON **03/18/2011 12:54PM DAVID WYNN(FSE) MSS - FCSD - REG - NEW YORK**
AFTER INSTALLATION OF JUMPER HARNESS PROVIDED BY ENGINEERING WAS

INSTALLED, RECHECKED FOR RFI FROM THE WIPERS INTERFERING WITH THE OPERATION OF THE ETC. NO SIGNS OF RFI INTERFERRING WITH ETC OPERATION. ATTACHED COPY OF RECORDINGS TAKEN WITH WIPERS ON. INSTALLED JUMPER HARNESS PROVIDED BY ENGINEERING TO RESOLVE THE CUSTOMER'S CONCERN.

AUDIT **03/18/2011 12:54PM DAVID WYNN(FSE) MSS - FCSD - REG - NEW YORK**

TECH ASSIST REFERRAL HAS BEEN CLOSED

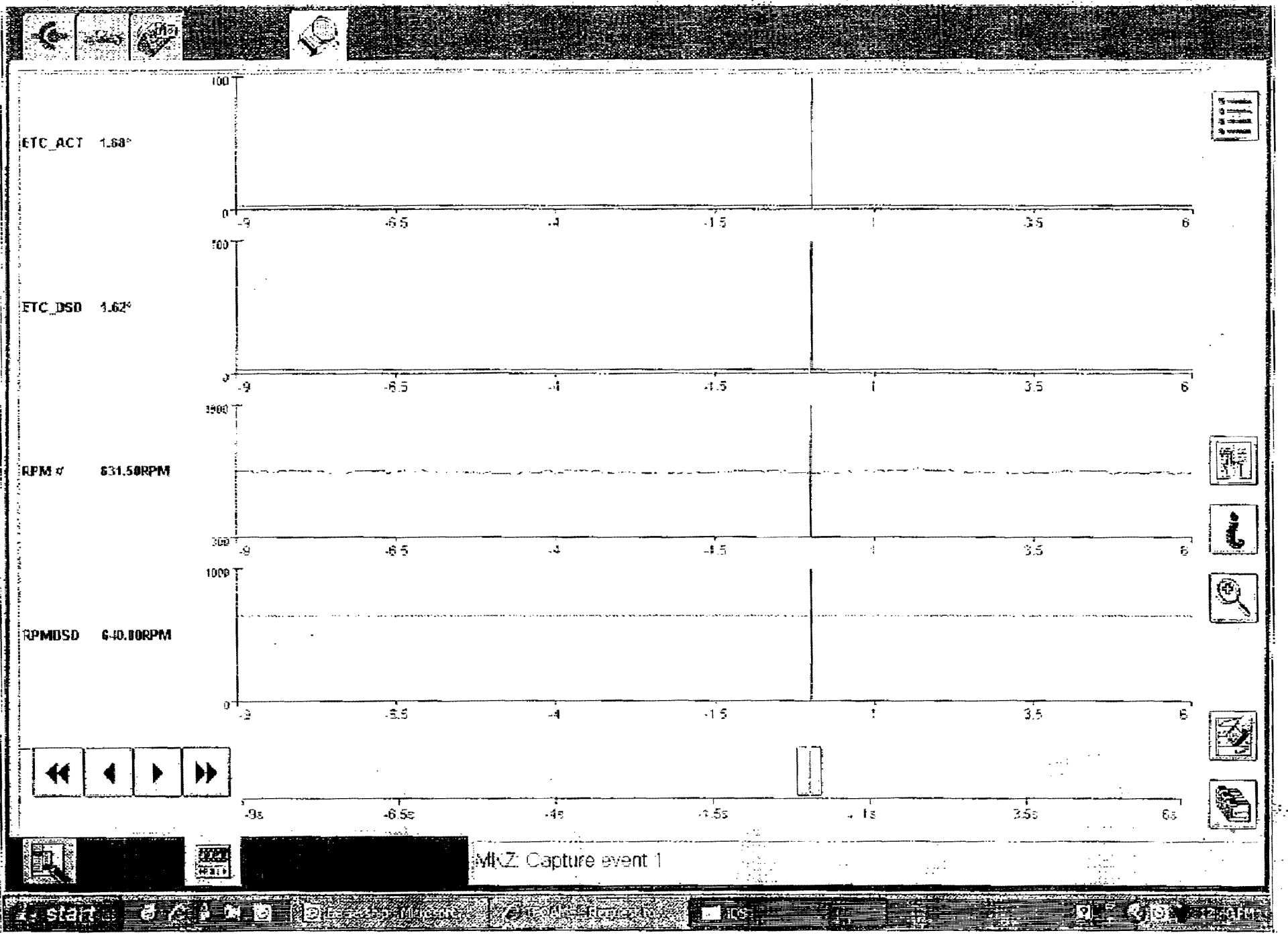
Folder Number: File Report To This Folder File Report To A Folder Exists in Folder(s)

Add Comments Previous Next Save Mail Report

Requester: LBINGHAM 23-Mar-2011

Report Summary **Ford Proprietary, Private** **Retention:** None

Server: ECCWS686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ETC_DSD 1.62°
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RPMDSD 640.00RPM
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0
1500
300
1000
-9
-6.5
-4
-1.5
1
3.5
6
-9s
-6.5s
-4s
-1.5s
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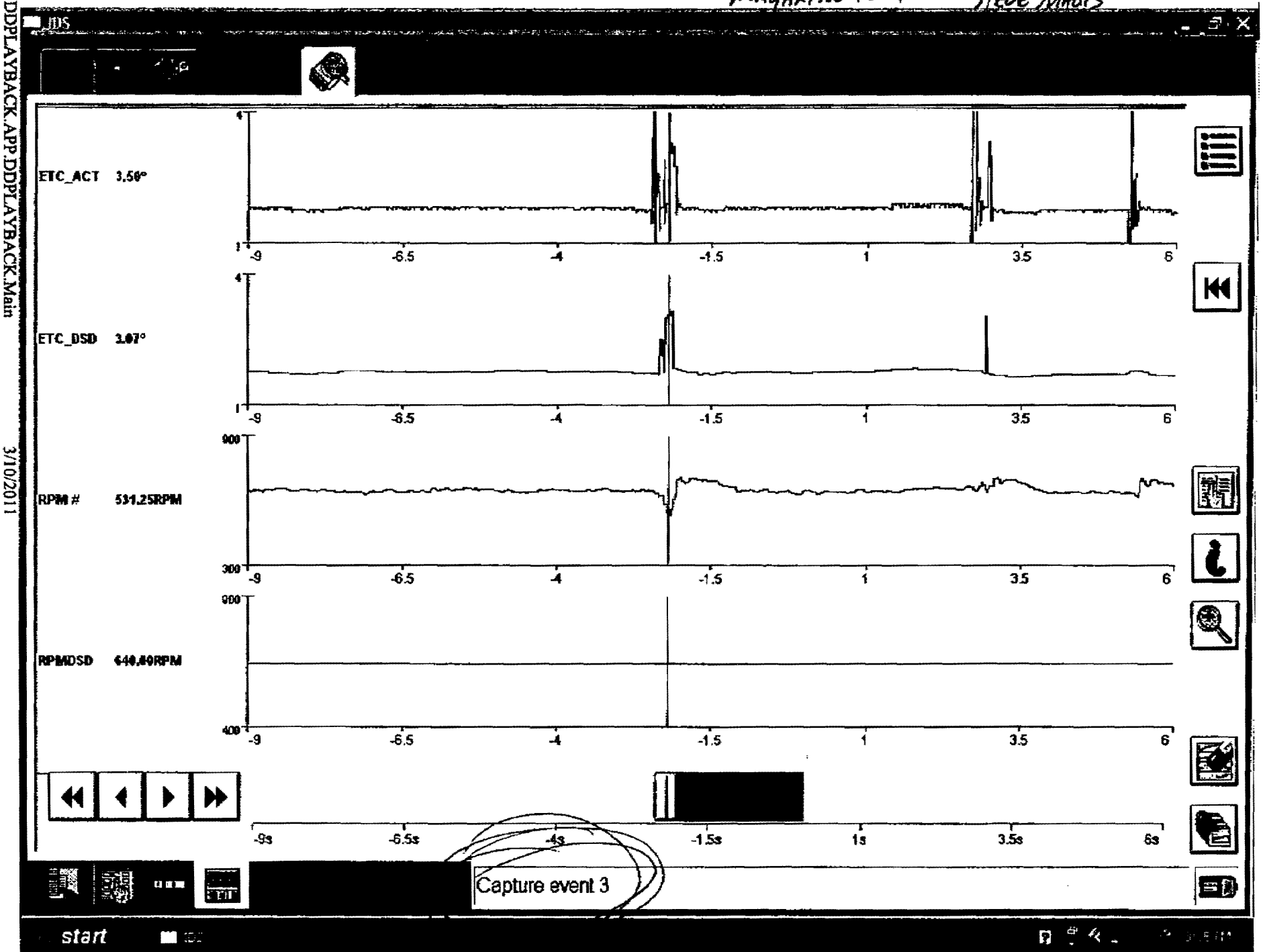
6s
MKZ: Capture event 1
start

MAGARINO Ford Steve Shindis

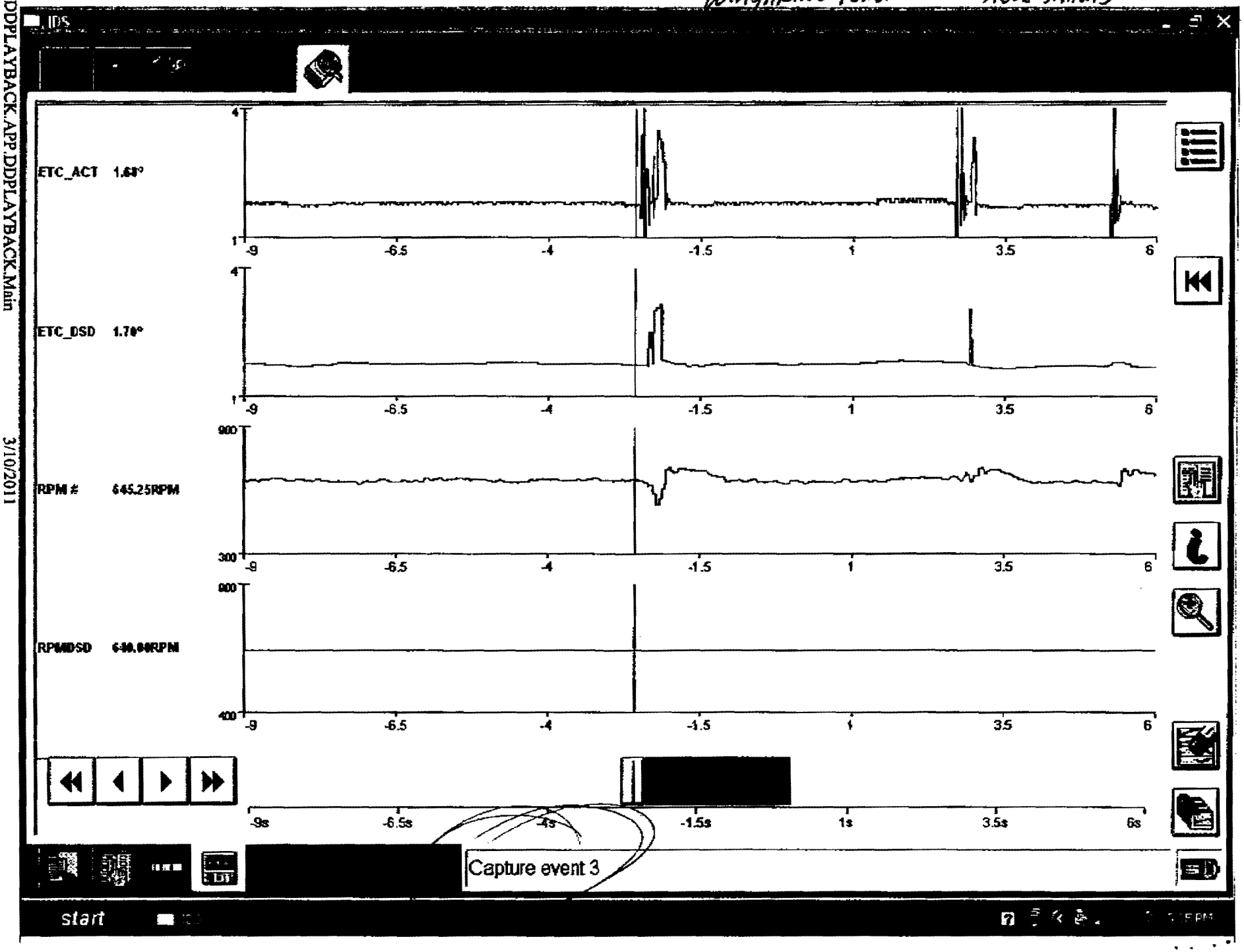
DDPLAYBACK.APP.DDPLAYBACK.Main 3/10/2011



FAX to 888-404-8448

magarino ford Steve Shadis

DDPLAYBACK.APP.DDPLAYBACK.Main 3/10/2011



ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
3/18/2011	[redacted]	3LNHL2JC3BF[redacted]	2011 MKZ	04
CLOSED	PROD/COMP DUR/PERF - KNOWN/NO FIX AT PRESENT	806600331		
3/8/2011	[redacted]	3LNHL2JC3BF[redacted]	2011 MKZ	01
CLOSED	ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	806600331		
2/11/2011	[redacted]	3LNHL2JC3BF[redacted]	2011 MKZ	01
CLOSED	MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY	806600331		
2/11/2011	[redacted]	3LNHL2JC3BF[redacted]	2011 MKZ	04
CLOSED	PROD/COMP DUR/PERF - KNOWN/NO FIX AT PRESENT	806600331		

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All Action Details for Issue

Print

VIN: 3LNHL2JC3BR[redacted] **Year:** 2011 **Model:** MKZ **Case:** 806600331
Name: MRS[redacted] **Owner Status:** Original **WSD:** 2011-01-26
Symptom Desc: LOSS OF POWER ACCELERATION **Primary Phone:** [redacted]
Reason Desc: PROD/COMP DUR/PERF - KNOWN/NO FIX AT PRESENT **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 02/14/2011

Action: ADVISE CUSTOMER INFORMATION WILL BE FORWARDED TO THE DEALERSHIP
Dealer: 01662 MAGARINO FORD AND LINCOLN, L.L.C. **Origin Desc:** US CONCERN CASE BASE
Odometer: 800 MI **Comm Type:** PHONE
Analyst Name: SALCEDO JONATHAN **Analyst:** JSOLCEDO
Action Date: 02/11/2011 **Action Time:** 12.57.37.477 **Action Data:** No

Comments CUSTOMER SAID: - RECENTLY PURCHASED VEH HAS ONLY HAD VEH FOR 3 WEEKS AND HAS HAD IT BREAK DOWN ON HER TWICE ALREADY- WAS ON THE HIGHWAY GOING 65MPH WHEN ALL OF SUDDEN VEH HAD SHUT OFF- THE FIRST TIME REQUESTED ROADSIDE ASSISTANCE, BUT CUST VEH STARTED UP AGAIN AFTER A COUPLE OF MINUTES AFTER IT HAD SHUT OFF- HAS TAKEN VEH TO DLR AND HAS HAD THROTTLE BODY REPLACED- THE FIRST TIME ISSUE OCCURRED LIGHT ON DASHBOARD CAME ON THE SECOND TIME NO WARNING INDICATOR HAD COME ON; HAPPENED AGAIN LAST NIGHT- WAS INFORMED BY S/A JOE THAT THEIR IS CURRENTLY NO SOLUTION AVAILABLE BUT THEY WOULD LIKE TO INSTALL A DEVICE IN THE VEH TO GATHER MORE INFORMATION- CUST IS VERY UPSET AND DOES NOT WANT TO INSTALL DEVICE, STRONGLY CONSIDERING GETTING RID OF VEH- SEEKING ASSISTANCEDEALER SAID: MAGARINO FORD AND LINCOLN, L.L.C.375 ROUTE #23 NORTHSUSSEX, NJ 07461TEL:(973) 702-8000S/A- JOECRC ADVISED: FORD IS AWARE OF THE CONCERN AND IS CURRENTLY DEVELOPING A REPAIR PROCEDURE. WE HAVE ESCALATED THIS ISSUE TO OUR CUSTOMER CARE SOLUTIONS TEAM FOR THEIR HANDLING. A FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.**OBC TO DLR SPOKE WITH S/A JOE; WAS ADVISED THAT IS A KNOWN ISSUE WITH SOME VEH AND THEIR IS CURRENTLY NO REPAIR AVAILABLE DLR IS WORKING WITH FORD TECHS IN ORDER TO DEVELOP A SOLUTION, DLR WAS INSTRUCTED TO INSTALL A FLIGHT RECORDER ON VEH IN ORDER TO OBTAIN MORE INFORMATION ON VEH CONCERN.**

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01662 MAGARINO FORD AND LINCOLN, L.L.C. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 800 MI **Comm Type:** PHONE
Analyst Name: RONDA,MARIO **Analyst:** MRONDA
Action Date: 02/14/2011 **Action Time:** 11.09.42.280 **Action Data:** Yes

Comments CCS MARIO X7723REVIEW CASE-NO ESP, NO ESP RECALLS, AWS-NO HISTORY, THERE IS A HOTLINE OPENED ON THIS ISSUE. LTV 98.OBC TO DLR-S/M JOE INFORMED REP THAT THE VEH IS AT THE DLR, CUST CALLED IN ON SATURDAY WHEN THE VEH LOSS POWER AGAIN. S/M INFORMED REP THAT AN FSE IS AT THE DLR TODAY WORKING ON THE CUST VEH. FSE IS LOOKING AT FREEZE FRAME TO TRY AND GET INFO ON THE CONCERN. S/M ADVISED REP THAT CUST IS IN A RENTAL AND WOULD LIKE ASSISTANCE FROM THE REP WITH THE RENTAL. - OBC TO CUST [redacted], NO ANSWER LEFT V/M REP WILL F/U ON 02-16-2011 BEFORE 5PM ET.

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-16-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01662 MAGARINO FORD AND LINCOLN, L.L.C. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 800 MI **Comm Type:** PHONE
Analyst Name: RONDA,MARIO **Analyst:** MRONDA

Action Date: 02/16/2011 **Action Time:** 13.04.36.443 **Action Data:** Yes

Comments OBC TO DLR S/M JOE INFORMED REP THAT FSE DAVID WINN HAS BEEN WORKING ON THIS VEH FOR THE LAST 3 DAYS AND IS SCHEDULED TO GO BACK OUT TO THE DLR TODAY TO PERFORM ADDITIONAL DIAGNOSTIC TEST ON THE VEH. OBC TO CUST[redacted], REP INFORMED CUST OF THE INFORMATION PROVIDED BY S/M. CUST IS CONCERN THAT THE VEH IS NOT SAFE TO DRIVE, REP EXPLAINED THAT IF THE FSE DETERMINES THE VEH IS SAFE, FMC HAS MET IT'S RESPONSIBILITY IN KEEPING WITH THE GUIDELINES OF THE WARRANTY AGREEMENT TO REPAIR THE VEH. REP WILL F/U ON 02-25-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-25-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01662 MAGARINO FORD AND LINCOLN, L.L.C. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 800 MI **Comm Type:** PHONE
Analyst Name: RONDA,MARIO **Analyst:** MRONDA
Action Date: 02/21/2011 **Action Time:** 12.14.01.250 **Action Data:** Yes

Comments OBC TO DLR S/M JOE INFORMED REP THAT FSE WAS AT THE DLR 3 TIMES WORKING ON THIS VEH AND WAS UNABLE TO DUPLICATE THE CUST CONCERN. S/M ADVISED REP THAT CUST DID NOT WANT THE VDR INSTALLED IN THE VEH. OBC TO CUST[redacted], REP INFORMED CUST OF THE INFORMATION PROVIDED BY S/M JOE, CUST WILL RETURN THE RENTAL VEH ON 02-22-2011AND AT THAT TIME PICK HER VEH UP. REP OFFERED TO REIMBURSE CUST WITH ONE VEH PAYMENT AS A GOODWILL GESTURE FOR THE AMOUNT OF TIME THE VEH HAS BEEN DOWN. F/U ON 02-25-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-25-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01662 MAGARINO FORD AND LINCOLN, L.L.C. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 800 MI **Comm Type:** PHONE
Analyst Name: RONDA,MARIO **Analyst:** MRONDA
Action Date: 02/25/2011 **Action Time:** 10.42.02.568 **Action Data:** No

Comments OBC TO S/M WHO INFORMED REP THAT THE CUST HAS PICKED UP HER VEH. S/M IS REQUESTING ASSISTANCE WITH THE RENTAL COST OF $480.00. RO#132791.....LINE#1.....AMOUNT $480.00.....APPROVAL CODE M05HA.....PROGRAM CODE P11.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01662 MAGARINO FORD AND LINCOLN, L.L.C. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 800 MI **Comm Type:** PHONE
Analyst Name: RONDA,MARIO **Analyst:** MRONDA
Action Date: 02/25/2011 **Action Time:** 10.46.24.684 **Action Data:** Yes

Comments OBC TO CUST LISA HENDRICKSON, REP INFORMED CUST THAT I HAVE NOT RECEIVED A COPY OF THE VEH PAYMENT AS OF THIS DATE. CUST ADVISED SHE WILL FAX THIS PM. REP WILL F/U ON 03-02-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-02-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01662 MAGARINO FORD AND LINCOLN, L.L.C. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 800 MI **Comm Type:** PHONE
Analyst Name: RONDA,MARIO **Analyst:** MRONDA
Action Date: 03/02/2011 **Action Time:** 14.10.17.409 **Action Data:** Yes

Comments OBC TO DLR S/M RICH, PROVIDED THE FOLLOWING INFORMATION FOR REIMBURSEMENT OF VEH PAYMENT. RO#133330.....LINE #1.....AMOUNT $488.36.....APPROVAL CODE M05SJ.....PROGRAM CODE P11. OBC TO CUST LISA HENDRICKSON REP INFORMED CUST THAT REIMBURSEMENT CLAIM HAS BEEN FILED AND WILL F/U WITH CUST ON 03-09-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-09-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: TAR - REQUEST FOR TECHNICAL ASSISTANCE
Dealer: 01662 MAGARINO FORD AND LINCOLN, L.L.C. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 800 MI **Comm Type:** PHONE
Analyst Name: RONDA,MARIO **Analyst:** MRONDA
Action Date: 03/07/2011 **Action Time:** 14.02.29.439 **Action Data:** Yes

Comments THIS IS THE THIRD TIME THIS VEH HAS BEEN TO THE DLR FOR THE SAME ISSUE. VEH WILL SHUT OFF WHILE DRIVING AT 55/65 MPH. CUST HAS BEEN TOWED TO DLR TWICE. THROTTLE BODY HAS BEEN REPLACED ON THE VEH AND THE CONCERN CONTINUES. FSE REQUESTED FOR DIAGNOSIS. VEH HAS APPROXIMATELY 1200 MILES.

Data Element Name	Data Value
APPROVER'S CDSID:	PMITCH22
APPROVER'S NAME:	MITCHELL,PATRICK
DAYS OUT OF SERVICE:	15
NUMBER OF PRIOR REPAIR ATTEMPTS:	3
INFORMATION OBTAINED FROM:	DEALER
PRIOR NHL REPORT #:	YES
BODY CONVERSION:	PERSONAL
VEHICLE LOCATION (P&A CODE):	01662
DEALER NAME:	MAGARINO FORD AND LINCOLN, L.L.C.
PHONE AT VEHICLE LOCATION:	973-702-8000
DEALER CONTACT:	RICH
CONTACT TITLE:	SERVICE MANAGER
STATUS OF VEHICLE LOCATION:	CUSTOMER
DESCRIPTION OF VEHICLE CONCERN:	VEH SHUTS OFF WHILE DRIVING

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01662 MAGARINO FORD AND LINCOLN, L.L.C. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 800 MI **Comm Type:** PHONE
Analyst Name: RONDA,MARIO **Analyst:** MRONDA
Action Date: 03/09/2011 **Action Time:** 09.52.27.166 **Action Data:** Yes

Comments OBC TO CUST LISA HENDRICKSON, NO ANSWER LEFT V/M, REP UPDATED.....FSE HAS BEEN REQUESTED AND DLR I WAITING FOR FSE TO SCHEDULE AN APPOINTMENT. REP WILL F/U ON 03-14-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-14-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: TAR - APPROVAL/DENIAL - TECHNICAL SME
Dealer: 01662 MAGARINO FORD AND LINCOLN, L.L.C. **Origin Desc:** REGIONAL ESCALATION SPECIALIST
Odometer: 800 MI **Comm Type:** INTERNET
Analyst Name: MITCHELL PATRICK **Analyst:** PMITCH22
Action Date: 03/09/2011 **Action Time:** 16.30.41.663 **Action Data:** Yes

Comments FIELD ASSISTANCE REQUEST BEING OPENED FOR REPEAT LOSS OF THROTTLE RESPONSE WHILE DRIVING.

Data Element Name	Data Value
DOES TL/CRS AGREE TO TAR? (Y/N):	YES

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01662 MAGARINO FORD AND LINCOLN, L.L.C. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 800 MI **Comm Type:** PHONE
Analyst Name: RONDA,MARIO **Analyst:** MRONDA
Action Date: 03/14/2011 **Action Time:** 14.58.39.213 **Action Data:** Yes

Comments OBC TO DLR S/M RICH INFORMED REP THAT FSE DAVE WINN LOOKED AT THE VEH AND ADVISED THAT ENGINEERING HAS FOUND THE REPAIR TO THIS PROBLEM. S/M ADVISED REP THAT THE NEW HARNESS ARRIVED TODAY THAT SHOULD FIX THE RFI ISSUE WITH THE VEH. OBC TO CUST[redacted], REP UPDATED CUST WITH THE INFORMATION PROVIDED BY S/M RICH. CUST STATES THAT SHE HAS LOST ALL CONFIDENCE IN THIS VEH AND DOES NOT WANT THE VEH. REP ADVISED THAT. REP STATED THAT FMC RESPONSIBILITY IS TO REPAIR THE VEH UNDER THE LIMITED NEW VEH WARRANTY. CUST ALSO STATED THAT SHE HAS AN ATTORNEY LOOKING INTO THE LEMON LAW FOR THIS VEH. REP WILL F/U ON 03-18-2011

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

Action: CUSTOMER RETAINED LAWYER
Dealer: 01662 MAGARINO FORD AND LINCOLN, L.L.C. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 800 MI **Comm Type:** PHONE
Analyst Name: VALENTINE,SABRINA **Analyst:** SVALEN19
Action Date: 03/18/2011 **Action Time:** 15.42.05.741 **Action Data:** No

Comments OBC TO DLR SPOKE TO SAM MAGARINO==ADVISED CSM VEH IS REPAIRED==CUSTOMER AS OBTAIN A LAWYER==THEY ARE TRYING TO DET CUSTOMER OUT OF LEASE AND INTO A NEW LEASE==CUSTOMER IS TURNING IN LOANER TODAY

All Action Details for Issue

Print

VIN: 3LNHL2JC3BR[redacted] **Year:** 2011 **Model:** MKZ **Case:** 806600331
Name: MRS[redacted] **Owner Status:** Original **WSD:** 2011-01-26
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED **Primary Phone:** [redacted]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 000500 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 02/02/2011 **Action Time:** 22.24.20.233 **Action Data:** No

Comments ON HOLD BY CUSTOMER

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 002200 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 03/08/2011 **Action Time:** 22.10.33.253 **Action Data:** No

Comments DISPATCH COMPLETE

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All Action Details for Issue

Print

VIN: 3LNHL2JC3BR[redacted] **Year:** 2011 **Model:** MKZ **Case:** 806600331
Name: MRS[redacted] **Owner Status:** Original **WSD:** 2011-01-26
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: PUBLIC-PRIVATE OFFER
Dealer: **Origin Desc:** MANUAL - PHONE CSR
Odometer: 800 MI **Comm Type:** PHONE
Analyst Name: SALCEDO JONATHAN **Analyst:** JSOLCEDO
Action Date: 02/11/2011 **Action Time:** 12.59.28.048 **Action Data:** Yes

Comments NO COMMENTS AVAILABLE

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	COVERAGE QUESTION - WARRANTY/RECALL/ESP
PUBLIC-PRIVATE OFFER ACTIONS:	EXCLUDED CALL TYPE (LEGAL/BUYBACK/ANGRY)

Ford Confidential

All Action Details for Issue

Print

VIN: 3LNHL2JC3BR[redacted] **Year:** 2011 **Model:** MKZ **Case:** 806600331
Name: MRS [redacted] **Owner Status:** Original **WSD:** 2011-01-26
Symptom Desc: WARNING SYSTEM INDICATORS LOW TIRE PRESSURE **Primary Phone:** [redacted]
Reason Desc: PROD/COMP DUR/PERF - KNOWN/NO FIX AT PRESENT **Secondary** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact:

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS
Dealer: 01662 MAGARINO FORD AND LINCOLN, L.L.C. **Origin Desc:** US CONCERN CASE BASE
Odometer: 800 MI **Comm Type:** PHONE
Analyst Name: SALCEDO JONATHAN **Analyst:** JSOLCEDO
Action Date: 02/11/2011 **Action Time:** 12.58.45.310 **Action Data:** No

Comments CUSTOMER SAID: - RECENTLY PURCHASED VEH HAS ONLY HAD VEH FOR 3 WEEKS AND HAS HAD IT BREAK DOWN ON HER TWICE ALREADY- WAS ON THE HIGHWAY GOING 65MPH WHEN ALL OF SUDDEN VEH HAD SHUT OFF- THE FIRST TIME REQUESTED ROADSIDE ASSISTANCE, BUT CUST VEH STARTED UP AGAIN AFTER A COUPLE OF MINUTES AFTER IT HAD SHUT OFF- HAS TAKEN VEH TO DLR AND HAS HAD THROTTLE BODY REPLACED- THE FIRST TIME ISSUE OCCURRED LIGHT ON DASHBOARD CAME ON THE SECOND TIME NO WARNING INDICATOR HAD COME ON; HAPPENED AGAIN LAST NIGHT- WAS INFORMED BY S/A JOE THAT THEIR IS CURRENTLY NO SOLUTION AVAILABLE BUT THEY WOULD LIKE TO INSTALL A DEVICE IN THE VEH TO GATHER MORE INFORMATION- CUST IS VERY UPSET AND DOES NOT WANT TO INSTALL DEVICE, STRONGLY CONSIDERING GETTING RID OF VEH- SEEKING ASSISTANCEBEST CONTACT NUMBER; 973 919 5531DEALER SAID: MAGARINO FORD AND LINCOLN, L.L.C.375 ROUTE #23 NORTHSUSSEX, NJ 07461TEL:(973) 702-8000S/A-JOECRC ADVISED: FORD IS AWARE OF THE CONCERN AND IS CURRENTLY DEVELOPING A REPAIR PROCEDURE. WE HAVE ESCALATED THIS ISSUE TO OUR CUSTOMER CARE SOLUTIONS TEAM FOR THEIR HANDLING. A FORD CUSTOMER CARE SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.**OBC TO DLR SPOKE WITH S/A JOE; WAS ADVISED THAT IS A KNOWN ISSUE WITH SOME VEH AND THEIR IS CURRENTLY NO REPAIR AVAILABLE DLR IS WORKING WITH FORD TECHS IN ORDER TO DEVELOP A SOLUTION, DLR WAS INSTRUCTED TO INSTALL A FLIGHT RECORDER ON VEH IN ORDER TO OBTAIN MORE INFORMATION ON VEH CONCERN.**

Ford Confidential

[redacted]

[redacted]

CT Corporation

Service of Process Transmittal

03/26/2012
CT Log Number 520203978

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

RE: **Process Served in Ohio**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Summons, Complaint, Exhibit(s)
COURT/AGENCY:	Lorain County Court of Common Pleas, OH Case # 12CV175694
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Failure to correct and/or repair defects including defective engine and/or electrical system and defective transmission on a 2010 Ford F-150 (VIN 1FTEX1E85A[redacted])
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Cleveland, OH
DATE AND HOUR OF SERVICE:	By Certified Mail on 03/26/2012 postmarked on 03/23/2012
JURISDICTION SERVED :	Ohio
APPEARANCE OR ANSWER DUE:	Within 28 days after service, exclusive of the day of service - File answer with Pltf.'s attorney or upon the Pltf. if he has no attorney of record // Within 3 days after the service of answer on Pltf.'s attorney - File answer with the court
ATTORNEY(S) / SENDER(S):	David Tannehill Krohn & Moss, Ltd. 8043 Corporate Circle Suite 3 North Royalton, OH 44133 216-901-0609
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 798208664296 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System James Wright 1300 East 9th Street Suite 1010 Cleveland, OH 44114 216-621-4270

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

LORAIN COUNTY COURT OF COMMON PLEAS

LORAIN COUNTY JUSTICE CENTER
225 COURT STREET
ELYRIA, OHIO 44035

KENNETH HETRICK
414 SONG BIRD ST
ELYRIA, OH 44035

CASE NO. 12CV175694

VS.

TO: FORD MOTOR COMPANY
C/O CT CORP SYSTEM
1300 EAST NINTH ST
CLEVELAND, OH 44114

SUMMONS ON COMPLAINT

You have been named defendant in a complaint filed in Lorain County Court of Common Pleas by plaintiff(s):

KENNETH HETRICK
414 SONG BIRD ST
ELYRIA, OH 44035

A copy of the complaint is attached heretc. The name and address of the plaintiff's attorney is:

DAVID TANNEHILL
KROHN & MOSS, LTD
8043 CORPORATE CIRCLE #3
NORTH ROYALTON, OH 44133

You are hereby summoned and required to serve a copy of your answer to the complaint upon the plaintiff's attorney, or upon the plaintiff, if he has no attorney of record, within **TWENTY-EIGHT (28) DAYS** *after service of this summons on you, exclusive of the day you receive it. Your answer must* **ALSO** *be filed with this Court within three (3) days after you serve, (delivered or by mail), a copy of your answer on the plaintiff's attorney.*

If you fail to appear and defend, judgment by default will be rendered against you for the relief demanded in the complaint.

RON NABAKOWSKI
CLERK OF COURTS OF COMMON PLEAS
LORAIN COUNTY, OHIO

3/22/2012

BY: _____
Deputy Clerk

12CV175694

IN THE COURT OF COMMON PLEAS
LORAIN COUNTY, OHIO

2012 MAR 20 A 11: 12

KENNETH HETRICK 414 Song Bird Street Elyria OH 44035	)	
Plaintiff,	)	**12CV175694**
vs.	)	No. **JUDGE JAMES M. BURGE**
FORD MOTOR COMPANY c/o CT Corporation System 1300 East Ninth Street Cleveland, Ohio 44114	)	JURY DEMAND ENDORSED HEREON
Defendant.	)	

COMPLAINT

NOW COMES the Plaintiff, KENNETH HETRICK, by and through his attorneys, KROHN & MOSS, LTD., and for his complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

PARTIES

1. Plaintiff, KENNETH HETRICK ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Ohio.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Ohio, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including John M. Lance Ford, LLC ("Seller"). Manufacturer does business in all counties of the State of Ohio including Lorain County.

BACKGROUND

3. On or about June 29, 2010, Plaintiff purchased from Seller, a 2010 Ford F-150 ("F-150"), manufactured and/or distributed by Manufacturer, Vehicle Identification Number 1FTEX1E85AFC47177, as reflected in the document attached hereto as Exhibit 1.

4. The price of the F-150, including certain collateral charges, such as registration charges, document fees, and sales tax, excluding finance charges, totaled more than $33,685.79.

5. Plaintiff avers that as a result of ineffective repair attempts made by Manufacturer, the F-150 cannot be utilized for personal, family and household use as was intended by Plaintiff at the time of acquisition.

6. In consideration for the purchase of the F-150, Manufacturer issued and supplied to Plaintiff its written warranty which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage.

7. On or about June 29, 2010, Plaintiff took possession of the F-150 and shortly thereafter experienced the various defects listed below.

8. The defects described below violate the written warranty issued to Plaintiff by Manufacturer.

9. Plaintiff has delivered the F-150 to Manufacturer's authorized servicing dealerships on numerous occasions.

10. Plaintiff has brought the F-150 to Seller and/or an authorized servicing dealership of Manufacturer for attempted repairs to various defects, including but not limited to:

a. Defective engine and/or electrical system as evidenced by the vehicle stalling while driving at highway speed, stalling at a stop light, losing power, being hard to start,, running rough and getting poor fuel mileage;

b. Defective transmission as evidenced by the vehicle making a clunking noise when downshifting and the transmission shuddering at 35 miles per hour; and

c. Any additional complaints made by Plaintiff, whether or not they are contained on any repair orders from Manufacturer's authorized dealerships.

11. Plaintiff has provided Manufacturer sufficient opportunity to repair and/or replace defects in the F-150 pursuant to its written warranty.

12. After a reasonable number of attempts to cure the defects in Plaintiff's F-150, Manufacturer and its authorized servicing dealerships have been unable and/or have failed to repair the defects as provided in Manufacturer's written warranty.

13. Plaintiff has justifiably lost confidence in the F-150's safety and reliability.

14. Said defects could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of the F-150.

15. As a result of these defects, Plaintiff revoked his acceptance of the F-150.

16. At the time of revocation, the F-150 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

17. Manufacturer has refused Plaintiff's revocation of acceptance and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

18. The F-150 remains in a defective and unmerchantable condition and continues to exhibit some or all of the above mentioned defects.

19. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiff with a merchantable F-150.

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

20. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, all paragraphs of this Complaint as set forth above.

21. Plaintiff is a purchaser of a consumer product who received the F-150 during the duration of a written warranty period applicable to the F-150 and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

22. Manufacturer is a "person" engaged in the business of making a consumer product directly available to Plaintiff.

23. Seller is an authorized dealership and agent of Manufacturer designated to perform repairs on vehicles pursuant to Manufacturer's written warranty.

24. Plaintiff's purchase of the F-150 was accompanied by a written warranty covering defects in material or workmanship, an undertaking in writing to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the F-150 on the event that the F-150 failed to meet the specifications set forth in Manufacturer's written warranty.

25. Said warranty was the basis of the bargain of the contract between Plaintiff and Manufacturer for the sale of the F-150 to Plaintiff.

26. Said purchase of Plaintiff's F-150 was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

27. Plaintiff has met all of his obligations and preconditions as provided in Manufacturer's written warranty.

28. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages and, in accordance with 15 U.S.C.

§ 2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

WHEREFORE, Plaintiff, KENNETH HETRICK, prays for judgment against Manufacturer as follows:

a. Return of all monies paid or diminution in value of the F-150, incurred and/or needed costs of repair, and all incidental and consequential damages incurred, including, but not limited to, all finance charges incurred;
b. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiff; and
c. Such other and further relief that this Court deems just and appropriate.

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

29. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, all paragraphs of this Complaint as set forth above.

30. The F-150 purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. § 2301(7), running from Manufacturer to Plaintiff.

31. Manufacturer is a supplier of consumer goods as a "person" engaged in the business of making a consumer product directly available to Plaintiff.

32. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer.

33. Plaintiff's F-150 was impliedly warranted to be substantially free of defects in both material and workmanship and thereby fit for the ordinary purpose for which the F-150 was intended.

34. The above-described defects present in the F-150 render the F-150 unmerchantable and thereby not fit for the ordinary purpose for which the F-150 was intended and as represented by Manufacturer.

35. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the F-150.

36. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff, KENNETH HETRICK, prays for judgment against Manufacturer as follows:

a. Return of all monies paid or diminution in value of the F-150, incurred and/or needed costs of repair, and all incidental and consequential damages incurred, including, but not limited to, all finance charges incurred;
b. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiff; and
c. Such other and further relief that this Court deems just and appropriate.

JURY DEMAND

Plaintiff demands trial by jury on all issues in this action, except for any issues relating to:

1. The amount of attorneys' fees and litigation costs to be awarded should Plaintiff prevail in this action.

Respectfully Submitted,

By: _____
David Tannehill
One of Plaintiff's Attorneys

David Tannehill
Ohio Registration No. 0083968

Krohn & Moss, Ltd.
8043 Corporate Circle
Suite 3
North Royalton, Ohio 44133
phone: (216) 901-0609
fax: (866) 425-3459
e-mail: dtannehill@consumerlawcenter.com

EXHIBIT 1

RETAIL PURCHASE AGREEMENT

FORM #5012
STORE# 25

JOHN M. LANCE FORD LLC
23775 CENTER RIDGE RD
WESTLAKE OH 44145

440-871-8600

(HEREINAFTER REFERRED TO AS "SELLER") RETAIL ORDER FOR A MOTOR VEHICLE.

PLEASE ENTER MY ORDER FOR THE FOLLOWING: ☒ NEW ☐ USED ☐ DEMO ☐ PREVIOUS SHORT TERM LEASE/RENTAL ☐ FACTORY OFFICIAL ☐ OTHER

DATE 06/29/2010 DEAL # 109984 SALES #1 TAIT,DIANA F & I MGR. PETERS,MATHEW

STOCK # AFC47177 CUSTOMER # 2377420 SALES #2 SALES MGR. HENGST,SCOTT A

Purchaser KENNETH S HETRICK DL# DOB XXXXXXXX

Co-Purchaser DL# DOB XXXXXXXX

Street Address 414 SONGBIRD ST City ELYRIA State OH Zip 44035

Home Phone (440)935-1236 Bus. Phone (216)676-2932 Cell Phone

E-Mail Address TPP Number

Year	Make/Model		Body Type	Vehicle Identification Number
2010	FORD	F150	PK	1FTEX1E85AFC47177

No. Cyl	Engine Size	Transmission	Color	Mileage
8	4.6L	A	BLUE	11

VEHICLE TRADE IN #1

YEAR 2002 MAKE FORD MODEL EXPLORER BODY TYPE UT

STOCK # 2UB39459 MILEAGE 146212 ☐ ACTUAL ☐ INACCURATE

COLOR/TRIM SILVER PLATE# DECAL #

VIN # 1FMZU77E02UB39459

VEHICLE TRADE IN #2

YEAR MAKE MODEL BODY TYPE

STOCK # MILEAGE ☐ ACTUAL ☐ INACCURATE

COLOR/TRIM PLATE# DECAL #

VIN #

LIENHOLDER / PAYOFF INFORMATION

LIENHOLDER

ADDRESS

PHONE ACCOUNT #

PAYOFF N/A ESTIMATE/ACTUAL

GOOD TILL VERIFIED BY

The balance owed on Your Trade-In Vehicle as disclosed above is based on the information You have provided to Us. This payoff amount is only an estimate. We have not been able to confirm the exact balance owed as of the date of this Agreement. If We tender payment to payoff the remaining balance(s) owed, You authorize the lienholder(s) to release the title(s) to the Trade-In(s) to Us. If the actual amount of the balance owed on the Trade-In Vehicle is greater than the amount of the balance owed as listed in this Agreement, You agree to pay the difference to Us within 48 hours of Our demand. If You fail to do so, We will place a lien on the Vehicle. If the actual amount of the balance owed is less than the amount listed, We will pay the difference to You.

X X

Purchaser guarantees that the Trade-In Vehicle (I) has never been in an accident resulting repairs in excess of $2,000; (II) does not have a welded or bent frame nor has suffered flood damage; (III) has [illegible]

ITEMIZATION OF COSTS

SELLING PRICE			31753.60

SELLER INSTALLED EQUIPMENT: The following options which have been provided through your dealer, are not products of the manufacturer. Please note that any warranty on these items is not through the manufacturer and should the need arise, you should contact your dealer or the vendor that provided the option.

OPTIONAL ACCESSORIES/PRODUCTS/SERVICES*			
	+		
	+		N/A
	+		N/A
	+		N/A
	+		N/A
	+		N/A
	+		N/A
	+		N/A
	+		N/A
	+		N/A
	+		N/A
	+		N/A
WEB DESKING ADDED OPTIONS	+		198.50
	+		N/A
	+		N/A
	+		N/A
	+		N/A

TOTAL SELLING PRICE [illegible]

PE13-003 000919LCPV

restored salvage by any agency; (iv) has no liens or encumbrances other than as represented; (v) has not sustained substantial physical damage and there are no latent mechanical defects. Purchaser agrees to be liable for any damages Seller may incur if any of the above statements are untrue including attorneys' fees and costs.

X _____

*OPTIONAL ACCESSORIES/PRODUCTS/SERVICES: You have elected to purchase the optional items listed. The Seller does not require you to purchase any of these items. The amount for these items represents cost and profit to the Seller. See TERMS AND CONDITIONS on reverse side.

**DOCUMENTATION FEE: This charge represents costs and profits to the Dealer for items such as preparing documents related to the sale and processing the documentation in order to file for vehicle titles and registration.

DEPOSIT / PARTIAL PAYMENT RECEIPT: Dealer hereby acknowledges receipt of the sum of $ 15500.00 as a deposit/partial payment for the Vehicle described above. If this receipt is for a deposit, Dealer will refrain from selling the described Vehicle for ____ days. The deposit/partial payment ___ IS ___ IS NOT refundable, subject to the Terms and Conditions on the reverse side and the following _____

X _____

NEGATIVE EQUITY: I have requested that the negative equity amount of $ _____ from my Trade-In Vehicle be included in the total amount owed on this Agreement and any subsequent Contract.

X _____

WARRANTY STATEMENT

WE ARE SELLING THIS VEHICLE TO YOU AS-IS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE INDICATED BELOW. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN OUR DEALERSHIP ARE THEIRS, NOT OURS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. WE NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED GOODS AND SERVICES. IF WE SELL A SERVICE CONTRACT ON OUR OWN BEHALF, ANY IMPLIED WARRANTIES WILL APPLY ONLY WITH RESPECT TO THE ITEMS COVERED IN THE SERVICE CONTRACT.

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.

☐ USED VEHICLE LIMITED WARRANTY APPLIES. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties are limited in duration to the term of the Used Vehicle Limited Warranty.

LESS: DISCOUNT	–	N/A
LESS TRADE-IN ALLOWANCE	–	6600.00
CASH DIFFERENCE	=	25352.10
DOCUMENTATION FEE**	+	75.00
☐ OPTIONAL ELECTRONIC TAG FILING FEE	+	N/A
	+	N/A
	+	N/A
SUBTOTAL	=	25427.10
SALES TAX @ _____ %	+	1658.19
	+	N/A
30 DAY TAG / TRANSFER PLA	+	18.50
REGISTRATION / TAG AND TITLE FEES	+	51.00
SUBTOTAL	=	27085.79
BALANCE OWED ON TRADE-IN	+	N/A
	+	N/A
	+	N/A
	+	N/A
	+	N/A
	+	N/A
TOTAL DUE	=	27085.79
FACTORY CASH / REBATE ASSIGNED TO SELLER	–	4500.00
DEPOSIT / PARTIAL PAYMENT	–	15500.00
DEPOSIT / PARTIAL PAYMENT	–	N/A
UNPAID BALANCE DUE	=	7085.79

If the purchase of the Vehicle is to be financed, all disclosures required by revised Regulation Z, Truth-In-Lending Simplification Act, will be made by the Finance Institution (creditor) to You at the time You are to be contractually obligated on the credit transaction. If the purchase of the Vehicle is to be financed, the annual percentage rate (APR) may be negotiated with Us and We may receive a fee, commission, or other compensation for procuring, or arranging financing.

By signing below, I represent that I am at least 18 years of age and have authority to enter into this Agreement. I have read the terms and conditions of this Agreement, including those that appear on the reverse side (which I agree to the same as if they were printed above my signature) and hereby acknowledge that this Agreement is complete and accurately reflects the negotiations and agreements between the Seller and myself. If I did not understand any of the above, I have had my own representative and agent read and explain in my native language (or have had the opportunity but have elected not to do so) all of the above and foregoing.

IMPORTANT ADDITIONAL TERMS AND CONDITIONS ON BACK

PURCHASER/CO-PURCHASER ACKNOWLEDGES HE OR SHE HAS READ ALL OF THE FOREGOING AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT. NO REPRESENTATIONS HAVE BEEN MADE THAT ARE NOT SET OUT HEREIN.

ACCEPTED BY	PURCHASER
SELLER (MANAGER)	CO-PURCHASER
VERBAL PROMISES ARE NOT BINDING DEMAND A WRITTEN DUE BILL	

MAKE SURE YOUR SALESPERSON GIVES YOU A SIGNED COMPANY RECEIPT FOR ANY CASH TENDERED.

ANEC-BD-OH (Rev. 10/06)

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
3/8/2012 CLOSED	[redacted] DRP-REPAIR REQUEST	1FTEX1E85AF[redacted] 1449052851	2010 F-SERIES	06
12/1/2011 CLOSED	[redacted] CORRESPONDENCE - CORRESPONDENCE	1FTEX1E85AF[redacted] 1449052851	2010 F-SERIES	01
11/1/2011 CLOSED	[redacted] CVP QUICK TOUCH HOT ALERT	1FTEX1E85AF[redacted] 1449052851	2010 F-SERIES	03
10/27/2011 CLOSED	[redacted] CLP - IN - SERVICE REPAIR - AT RISK	1FTEX1E85AF[redacted] 1449052851	2010 F-SERIES	04
10/12/2011 CLOSED	[redacted] MISC INQUIRY - CHANGE OF ADDRESS	1FTEX1E85AF[redacted] 1449052851	2010 F-SERIES	02

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTEX1E85AF[redacted] Year: 2010 Model: F-SERIES Case: 1449052851
Name: MR[redacted] Owner Status: Original WSD: 2010-06-29
Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP Primary Phone:
Reason Desc: DRP-REPAIR REQUEST Secondary Phone:
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Action: OPEN - PENDING ELIGIBILITY
Dealer: 02235 MIKE BASS FORD, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 23000 MI Comm Type: MAIL
Analyst Name: HERRERA,JUAN Analyst: J-HERRE3
Action Date: 12/16/2011 Action Time: 16.05.29.106 Action Data: No

Comments NEW CASE: FRD1134060. REPRESENTED BY CHRISTINA GILL ROSEMAN OF KIMMEL & SILVERMAN. PROBLEMS: STALLS WHILE DRIVING,TRANSMISSION LOCK UP,POOR MPG,TICKING NOISE FROM MOTOR,LACK OF POWER,VIBRATION IN STEERING,NOISE FROM OVERDRIVE,COMPUTER WILL NOT STORE CODE.

Action: FIELD E-MAIL SENT - DRP
Dealer: 02235 MIKE BASS FORD, INC. Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 23000 MI Comm Type: OTHER
Analyst Name: PETERSON (LPETER58),LINDA Analyst: LPETER58
Action Date: 12/20/2011 Action Time: 09.03.27.755 Action Data: No

Comments ----- OPENED NEW CASE

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB
Dealer: 02235 MIKE BASS FORD, INC. Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 23000 MI Comm Type: OTHER
Analyst Name: PETERSON (LPETER58),LINDA Analyst: LPETER58
Action Date: 12/23/2011 Action Time: 15.12.22.844 Action Data: No

Comments ----- FORD DID NOT PRESENT ANY SETTLEMENT OFFERS TO THE CUST OR THEIR ATTY

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 02235 MIKE BASS FORD, INC. Origin Desc: BETTER BUSINESS BUREAU
Odometer: 23000 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 01/03/2012 Action Time: 11.05.13.471 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: COMPANY REPORT SUBMITTED
Dealer: 02235 MIKE BASS FORD, INC. Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 23000 MI Comm Type: OTHER
Analyst Name: PETERSON

(LPETER58),LINDA
Analyst: LPETER58
Action Date: 01/09/2012
Action Time: 13.47.15.535
Action Data: Yes

Comments ------ SUBMITTED MRF TO THE BBB REP

Data Element Name	Data Value
CUSTOMER CONTACTED BY FORD	YES
REGION RESPONDED TO DSB E-MAIL (Y/N)	YES

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02235 MIKE BASS FORD, INC.
Origin Desc: BETTER BUSINESS BUREAU
Odometer: 23000 MI
Comm Type: MAIL
Analyst Name: COSTELLO, MATT
Analyst: M-COSTE3
Action Date: 01/10/2012
Action Time: 21.05.15.835
Action Data: No

Comments HEARING SCHEDULED ON 01/11/12 AT 3:30PM

Action: POST-HEARING REQUEST-ARBITRATOR REQUESTS TE
Dealer: 02235 MIKE BASS FORD, INC.
Origin Desc: BETTER BUSINESS BUREAU
Odometer: 23000 MI
Comm Type: MAIL
Analyst Name: COSTELLO, MATT
Analyst: M-COSTE3
Action Date: 02/03/2012
Action Time: 11.05.19.640
Action Data: Yes

Comments REQUESTS TE 01/24/12

Data Element Name	Data Value
DATE ARBITRATOR REQUESTS TE	01/24/12

Action: ARBITRATION-AWA DRS SPENDING
Dealer: 02235 MIKE BASS FORD, INC.
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 23000 MI
Comm Type: OTHER
Analyst Name: PETERSON (LPETER58),LINDA
Analyst: LPETER58
Action Date: 02/15/2012
Action Time: 14.37.20.482
Action Data: Yes

Comments ----- ARB RENDERED AN INTERIM REPAIR DECISION .... WAITING ON A/R

Data Element Name	Data Value
ARBITRATOR NAME (LAST NAME, FIRST NAME)	JAFFE DONALD
DENIAL DECISION (Y=YES, N=NO)	N
VEHICLE PAYMENT	
VEHICLE REIMBURSEMENT	
ESP (Y=YES, N=NO)	
PLAN NAME	
PLAN TIME	
PLAN MILEAGE	
RAV (Y=YES, N=NO)	
RAV TYPE	
FURTHER REPAIR (Y=YES, N=NO)	Y

Action: ARBITRATION DECISION-VEHICLE REPAIR

Inspection Report

Customer: [redacted] **Case #:** FRD1134060

Manufacturer: Ford Motor Company

Arbitrator's Name: DONALD N. JAFFE Date of Inspection: 1/11/2012

Location of Inspection: BBB OFFICES, 2800 Euclid Ave. Cleveland, OH

Vehicle Information: Make: FORD Model: F150

Year: 2010 Mileage: 24559 VIN: 1FTEX1E85AF[redacted]

Parties Present at Inspection: [ ] Technical Adviser [x] Arbitrator [x] Customer [ ] Manufacturer
observer - BBB

Conditions or Components Inspected:
stalls, transmission lock-up, door hinge, clicking noise, lack of power, steering vibration, noise overdrive, computer

Was a test drive conducted? [x] Yes [ ] No How long was the test drive? 30 Minutes

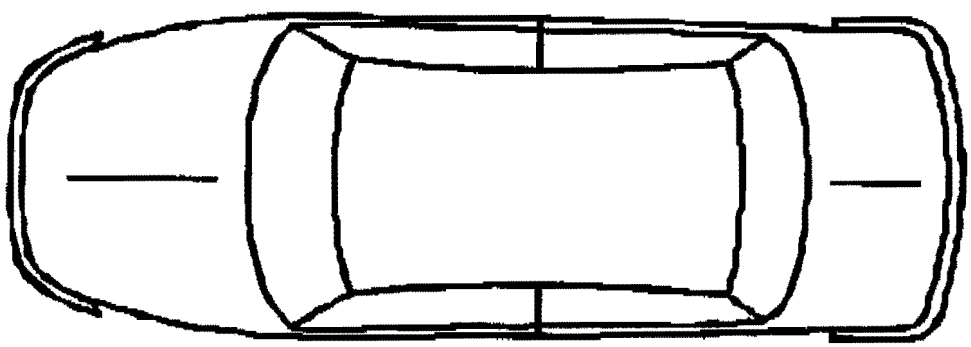
Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):
N/A

Exterior

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

What damage is beyond normal wear and tear?
None

Please indicate damage below:



Interior

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

What damage is beyond normal wear and tear?
None

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

BBB.

Date: 01/06/12 Case Number: FRD1134060
Customer: [redacted]
Business: Ford Motor Company
Mfr-Info: 6700 OH 1FTEX1E85AF[redacted]

You have been selected to serve as Arbitrator in a dispute involving the above parties. Unless you are not able to accept this responsibility or feel you cannot give an impartial decision in this matter, please sign this Arbitrator's Oath. With this form you will receive a copy of the Agreement to Arbitrate, which outlines the dispute and establishes the limits within which you must make your decision. To maintain the integrity of this entire process, please disclose any relationship you may have had with any of the parties named above or with their attorneys (if any). Financial, professional, commercial, competitive, social, or family relationships, no matter how remote, should be revealed.

Oath

I, [redacted], hereby accept appointment as Arbitrator of the dispute concerning the Parties named above. I swear/affirm that I will act faithfully and impartially, to the best of my ability, to hear and examine the issues in dispute, and conduct the proceedings and render a decision pursuant to the Rules of the Better Business Bureau AUTO LINE Arbitration Program and, to the best of my ability, within the time allotted.

Signature [redacted]

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB Auto Line - Better Business Bureau

Version 1

ORDER / CLAIM INFORMATION

Order Number:	219623		
Date Received:	1/24/2012		
Claim Number:	FRD1134060	**Location**	
Policy Number:		Address 1	
Adjuster First Name:		Address 2	
Adjuster Last Name:		City, State Zip:	,
Loss Date:		Country:	USA
Deductible:		Phone:	
Assigned By:			
Claimant		**Third Party**	
First Name:	[redacted]	First Name:	
Last Name:	[redacted]	Last Name:	
Address 1:	[redacted]	Address 1	
Address 2:		Address 2	
City, State Zip:	ELYRIA , OH [redacted]	City, State Zip:	,
Country:	USA	Country:	USA
Home Phone:	[redacted]	Home Phone:	
Work Phone/Ext.:		Work Phone/Ext.:	

Inspector Information

Consultant ID: 1006

VEHICLE INFORMATION

Year:	2010	Make:	FORD	Model:	F-150 TRUCK
VIN:	1FTX1E85AF[redacted]	Color:			
License No:		License St:			

COMMENTS

MILEAGE OF VEHICLE AT THE TIME OF INSPECTION

INSPECTION INFORMATION

Inspection Completed: 2/1/2012

BBB SYMPTOM QUESTIONAIRE

STALLS WHILE DRIVING?

Does the problem/symptom exist and, if so, explain how you reached this conclusion?	THE VEHICLE DID NOT STALL AT ANY TIME DURING THE INSPECTION.
What examinations or tests did you perform?	THE VEHICLE WAS DRIVEN AT SPEEDS FROM 1-70 MPH FOR APPROXIMATELY 1 HOUR DURING THE INSPECTION. AT THAT TIME, THE VEHICLE WAS TAKEN THROUGH STOP AND GO SITUATIONS AS WELL AS ON THE INTERSTATE. THE STOP AND GO WAS PERFORMED WITH A COLD AND HOT ENGINE WITH NO

	VERIFIED ENGINE MALFUNCTIONS OR STALLING AT ANY TIME.
What is the likely cause and explain how you reached this conclusion.	THE ENGINE DID NOT STALL. THERE WERE NO ENGINE STALLING MALFCUNTIONS TO EXPLAIN.

TRANSMISSION LOCK UP?

Does the problem/symptom exist and, if so, explain how you reached this conclusion?	A SCAN TOOL WAS INSTALLED ON THE VEHICLE TO DISPLAY THE PCM DATA WHILE TEST DRIVING THE VEHICLE. IT WAS FOUND THAT THE TORQUE CONVERTER DID NOT LOCK UP AT ANY TIME DURING THE INSPECTION, NO MATTER IF THE VEHICLE WAS COASTING, UNDER LIGHT THROTTLE, OR UNDER HEAVY THROTTLE. CUSTOMARILY THE TORQUE CONVERTER WILL LOCK UP WHEN THE VEHICLE IS COASTING ABOVE 40 MPH OR HAS RECOGNIZED A LIGHT THROTTLE APPLICATION ONLY TO MAINTAIN A STEADY SPEED WITH A LIGHT ENGINE LOAD.
What examinations or tests did you perform?	THE VEHICLE WAS ACCELERATED ON CITY STREETS AS WELL AS ON THE INTERSTATE, WHILE MONITORING THE SCAN TOOL AND PCM DATA. THE VEHICLE WAS DRIVEN AT SPEEDS FROM 1-70 MPH WITH NO CHANGE IN TCC COMMANDED OR ACTUAL STATUS. IN ADDITION, THE ENGINE RPM DID NOT DROP DOWN WHILE MAINTAINING STEADY SPEEDS.
What is the likely cause and explain how you reached this conclusion.	IT IS PROBABLE THAT THE PCM WAS NOT WORKING PROPERLY DUE TO AN INTERNAL DEFECT. THIS IS BASED ON THE PCM NOT COMMANDING THE TORQUE CONVERTER TO LOCK UP AS WELL AS THE PCM VEHICLE SPEED READING 99 MPH WHEN THE VEHICLE WAS ONLY TRAVELING 60-65 MPH.

POOR MPG?

Does the problem/symptom exist and, if so, explain how you reached this conclusion?	THE VEHICLE DISPLAY ON THE INSTRUMENT CLUSTER DID NOT CHANGE IT'S CALCULATION OF AN AVERAGE 16.2 MPG AT ALL DURING THE INSPECTION. IT DID NOT MATTER WEATHER I DROVE UNDER LIGHT THROTTLE, HEAVY THROTTLE, OR WAS PARKED AT IDLE. THIS IMPLIES THAT THE PCM WAS NOT CALCULATING ACTUAL FUEL USE VS. VEHICLE SPEED AND ENGINE LOAD. IN ADDITION, THE TRANSMISSION DID NOT COMMAND THE TORQUE CONVERTER TO LOCK UP AND IMPROVE FUEL ECONOMY AS IT SHOULD HAVE DONE.
What examinations or tests did you perform?	THE VEHICLE DISPLAY ON THE INSTRUMENT CLUSTER DID NOT CHANGE IT'S CALCULATION OF AN AVERAGE 16.2 MPG AT ALL DURING THE INSPECTION. IT DID NOT MATTER WEATHER I DROVE UNDER LIGHT THROTTLE, HEAVY THROTTLE, OR WAS PARKED AT IDLE. THIS IMPLIES THAT THE PCM WAS NOT CALCULATING ACTUAL FUEL USE VS. VEHICLE SPEED AND ENGINE LOAD. IN ADDITION, THE TRANSMISSION DID NOT COMMAND THE TORQUE CONVERTER TO LOCK UP AND IMPROVE FUEL ECONOMY AS IT SHOULD HAVE DONE.
What is the likely cause and explain how you reached this conclusion.	THE VEHICLE DISPLAY ON THE INSTRUMENT CLUSTER DID NOT CHANGE IT'S CALCULATION OF AN AVERAGE 16.2 MPG AT ALL DURING THE INSPECTION. IT DID NOT MATTER WEATHER I DROVE UNDER LIGHT THROTTLE, HEAVY THROTTLE, OR WAS PARKED AT IDLE. THIS IMPLIES THAT THE PCM WAS NOT CALCULATING ACTUAL FUEL USE VS. VEHICLE SPEED AND ENGINE LOAD. IN ADDITION, THE TRANSMISSION DID NOT COMMAND THE TORQUE CONVERTER TO LOCK UP AND IMPROVE FUEL ECONOMY AS IT SHOULD HAVE DONE.

TICKING NOISE FROM MOTOR

Does the problem/symptom exist and, if so, explain how you reached this conclusion?	THE VEHICLE WAS STARTED AND TEST DRIVEN FOR APPROXIMATELY 1 HOUR. THE ENGINE WAS PLACED UNDER VARIOUS RPMS AND ENGINE LOAD CONDITIONS THROUGHOUT THE TEST DRIVE. THERE WERE NO MECHANICAL MALFUNCTIONS FOUND WITH THE ENGINE, ALTHOUGH IT DID TICK FROM THE FUEL INJECTORS. IT IS NORMAL FOR THIS ENGINE TO TICK FROM THE FUEL INJECTORS. THEY WERE HEARD TICKING WHILE LISTENING UNDER THE HOOD AS WELL AS WHEN THE VEHICLE WAS DRIVEN DOWN THE STREET AT LOWER RPMS.
What examinations or tests did you perform?	THE VEHICLE WAS STARTED AND TEST DRIVEN FOR APPROXIMATELY 1 HOUR. THE ENGINE WAS PLACED UNDER VARIOUS RPMS AND ENGINE LOAD CONDITIONS THROUGHOUT THE TEST DRIVE. THERE WERE NO MECHANICAL MALFUNCTIONS FOUND WITH THE ENGINE, ALTHOUGH IT DID TICK FROM THE FUEL INJECTORS. IT IS NORMAL FOR THIS ENGINE TO TICK FROM THE FUEL INJECTORS. THEY WERE HEARD TICKING WHILE LISTENING UNDER THE HOOD AS WELL AS WHEN THE VEHICLE WAS DRIVEN DOWN THE STREET AT LOWER RPMS. I HAVE HEARD THE SAME TICKING NOISES FROM THE SAME ENGINE IN MULTIPLE VEHICLES AND ESTABLISHED THAT IT IS NORMAL FOR MAKE AND MODEL OF THE ENGINE.
What is the likely cause and explain how you reached this conclusion.	THE VEHICLE WAS STARTED AND TEST DRIVEN FOR APPROXIMATELY 1 HOUR. THE ENGINE WAS PLACED UNDER VARIOUS RPMS AND ENGINE LOAD CONDITIONS THROUGHOUT THE TEST DRIVE. THERE WERE NO MECHANICAL MALFUNCTIONS FOUND WITH THE ENGINE, ALTHOUGH IT DID TICK FROM THE FUEL INJECTORS. IT IS NORMAL FOR THIS ENGINE TO TICK FROM THE FUEL INJECTORS. THEY WERE HEARD TICKING WHILE LISTENING UNDER THE HOOD AS WELL AS WHEN THE VEHICLE WAS DRIVEN DOWN THE STREET AT LOWER RPMS. I HAVE HEARD THE SAME TICKING NOISES FROM THE SAME ENGINE IN MULTIPLE VEHICLES AND ESTABLISHED THAT IT IS NORMAL FOR MAKE AND MODEL OF THE ENGINE.

LACK OF POWER

Does the problem/symptom exist and, if so, explain how you reached this conclusion?	THE VEHICLE EXHIBITED PROPER POWER AT ALL SPEEDS AND THROUGHOUT ALL ENGINE RPMS. NO PROBLEMS WERE FOUND.
What examinations or tests did you perform?	THE ENGINE HAD NO DTC STORED IN THE PCM. THE INSTRUMENT CLUSTER DID NOT DISPLAY LOW OR REDUCED ENGINE POWER AT ANY TIME. THE VEHICLE WAS DRIVEN AT VARIOUS SPEEDS FOR APPROXIMATELY 1 HOUR S TIME WITH NO NOTICEABLE ENGINE DRIVE-ABILITY MALFUNCTIONS.
What is the likely cause and explain how you reached this conclusion.	NO LOW POWER MALFUCNTIONS WERE FOUND TO EXPLAIN.

VIBRATION IN STEERING

Does the problem/symptom exist and, if so, explain how you reached this conclusion?	THERE WERE NO ABNORMAL STEERING VIBRATIONS FELT FROM THE STEERING AT ANY TIME DURING THE INSPCTION.

What examinations or tests did you perform?	THE VEHICLE WAS DRIVEN AT VARIOUS SPEEDS OVER SMOOTH AND ROUGH ROADS. THE STEERING OPERATED AS DESIGNED AT ALL TIMES DURING THE INSPECTION. THE TRUCK HAD A RIGID RIDE THAT IS NORMAL OPERATION FOR THE MAKE AND MODEL VEHICLE, BUT NOTHING ABNORMAL.
What is the likely cause and explain how you reached this conclusion.	THERE WERE NO STEERING MALFCUNTIONS FOUND TO EXPLAIN.

NOISE FROM OVERDRIVE

Does the problem/symptom exist and, if so, explain how you reached this conclusion?	THERE WERE NO NOISES HEARD FROM THE OVERDRIVE AT ANY TIME DURING THE INSPECTION.
What examinations or tests did you perform?	THE VEHICLE WAS TEST DRIVEN THROUGH ALL GEARS AT SPEEDS RFROM 1-70 MPH. DURING THE TEST DRIVE, THE VEHICLE EXHIBITTED NO ABNORMAL NOISES FROM THE TRANSMISSION.
What is the likely cause and explain how you reached this conclusion.	THERE WERE NO ABNORMAL NOISES HEARD TO EXPLAIN.

COMPUTER WILL NOTE STORE CODE

Does the problem/symptom exist and, if so, explain how you reached this conclusion?	YES. THE PCM DID NOT CALCULATE THE CORRECT FUEL ECONOMY OR VEHICLE SPEED, COMMAND THE TORQUE CONVERTER TO LOCK UP, OR STORE A DTC. TYPLICALLY IF THE TORQUE CONVERTER DOES NOT FUNCTION PROPERLY, THE PCM WILL STORE A DTC.
What examinations or tests did you perform?	THE VEHICLE WAS TEST DRIVEN AND THERE WERE MALFUCNTIONS CONFIRMED, BUT THERE WERE NO STORED DTC AND NO SES LIGHTS ILLUMINATED.
What is the likely cause and explain how you reached this conclusion.	BASED ON THE CONFIRMED PCM MALFCUNTIONS AS LISTED ABOVE, THE PCM IS DEFECTIVE, AS IT IS THE MOST PROBABLE CAUSE. FURTHER TESTING IS NEEDED TO CONFIRM PROPER DIAGNOSIS.

OTHER INSPECTION INFORMATION

Engine Size:	4.6L, V8	Odometer:	25328
Coolant Level:	FULL	Condition:	GOOD
Trans. Fluid Level:	FULL	Condition:	GOOD
Oversized Tires:	P275/65R18	Transmission Model:	5 SPEED, AUTO
Oil Level:	FULL	Condition:	FAIR
External Fluid Leaks:	NO	Condition:	N/A
Trailer Hitch:	YES	Comments:	CLASS 3 REC., NO INSERT
Service Records:	NO	Comments:	N/A
Commercial Use:	NO	Comments:	N/A
Modifications:	NO	Comments:	N/A

INSPECTOR FINDINGS

SEE DIRECT NOTES ABOVE.

CAUSE OF FAILURE

FURTHER DIAGNOSIS IS NEEDED TO VERIFY THE DIRECT CAUSE OF FAILURE.

RECOMMENDED REPAIRS

DIAGNOSE AND CORRECT THE DEFECTS WITHIN THE TRANSMISSION AND ELECTRICAL SYSTEM.

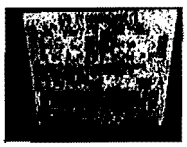
PHOTO GALLERY

Front Vehicle

Rear Vehicle

Driver side Vehicle

Passenger side Vehicle


VIN on FMVSS Label

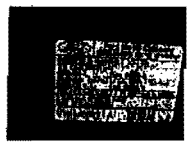
Odometer START

Odometer END

Tire Placard

Tire

Other (Enter text below)
ENGINE


Other (Enter text below)
DECAL

Other (Enter text below)
SCANNER 1, NO DTC

Other (Enter text below)
SCANNER 2, TRANSMISSION NOT LOCKING

Other (Enter text below)
SCANNER 3, PCM COMPUTING INCORRECT VEHICLE SPEED

Other (Enter text below)
ACTUAL VEHICLE SPEED

TECHNICAL EXPERT'S BIOGRAPHY

Technical Expert:	**RC INSPECTIONS**	Years of Exp:	**13**
Certified By:	**ASE**	ASE Identification #:	**ASE-1176-3237**
Additional Areas of Expertise:	**HEAVY DUTY TRUCK TECH, BRAKES, STEERING/ SUSPENSION, HVAC**		

AREAS OF CERTIFICATION

Engine Repair:	X	Suspension / Steering:	X
Heating / Air Conditioning:	X	Mechanical & Electrical:	X
Auto Trans / Transaxles:	X	Manual Drive Train / Axles:	X
Brakes:	X	Painting and Refinishing:	
Non-Structural Analysis:		Paint Inspections:	
On Board Diagnostic:		Engine Performance:	X
Electrical System:		Structural Analysis:	
Master Collision Rep.:		Master Technician:	X

[redacted]

[redacted]

Washington, DC [redacted]

Fax Cover Sheet

DATE:	August 4, 2010	**TIME:**	2:47 PM
TO:	David G. Leitch, Esq. Group Vice President & General Counsel Ford Motor Company	**PHONE:** **FAX:**	 313-322-1450
FROM:	[redacted]	**PHONE:** **FAX:**	[redacted] [redacted]
CC:			

Number of pages including cover sheet: **6**

Message:

The information contained in this fax transmission is an attorney communication which is privileged or is personal or confidential and thus intended only for the use of the above-named recipient. If an organization or individual other than the Intended recipient has erroneously received this fax communication, please immediately notify this organization, by telephone, and return the original message, by mail, to the address referenced above. Thank you.

If you do not receive the complete fax please call [redacted]

VIA FACSIMILE (313) 322-1450

August 4, 2010

David G. Leitch, Esq.
Group Vice President and General Counsel
Ford Motor Company
One American Road
Dearborn MI 48126

Reference: Defective 2010 Ford Edge
VIN #2FMDK4KC3AE[redacted]

Dear Mr. Leitch:

I am writing on behalf of the [redacted] a building trades union representing 100,000 masonry craftworkers in the United States and Canada. This letter relates to a significant defect we are experiencing with a 2010 Ford Edge purchased in March 2010. The car is being driven for both personal and business use by [redacted], the second highest ranking Officer of the [redacted] Union.

I am enclosing a letter from our Fleet Manager written in mid-June. The hesitation problem described therein, which the dealership has acknowledged, and which an independent mechanic has confirmed, persists in spite of the fact that the car has spent more than a month in the repair shop. Our Fleet Manager's attempts to resolve the issue with the dealer and with Teresa Wesley, Executive Liaison, Ford Motor Company have been unsuccessful. [redacted] patience has been exhausted, and he has asked me to intervene.

We are a week away from the Convention of the [redacted] at which delegates representing millions of American [redacted] will meet in Minneapolis. I am sure that you can appreciate how many Ford owners there are among these millions of construction workers. We are also just a month away from our own [redacted] vention upcoming in September. I cannot overstate how disappointed [redacted] is with Ford's failure to resolve this issue.

While Mr. [redacted] remains willing to accept a replacement Ford Edge for this clearly defective car, which has been driven fewer than 4,000 miles, we need to resolve this issue immediately. If we are unable to resolve it before the upcoming [redacted], I have been instructed to engage outside counsel to litigate the matter. Naturally we will be seeking legal fees in addition to other damages available under state law and the Magnuson-Moss Warranty Act.

I would appreciate an immediate response. I can be reached at the telephone number above, or on my cell phone, at [redacted].

Sincerely,

[redacted]

Enclosure

[redacted]

[redacted]

[redacted] Motor Company
Customer Relations Dept.
P.O. Box 6248
Dearborn, MI 48126

June 17, 2010

Reference: Lemon Law Complaint Regarding Defective 2010 Ford Edge
VIN #2FMDK4KC3AB[redacted]

To Whom It May Concern:

It is with great displeasure that I am writing to you today. As Fleet Manager of the [redacted] I want to call your attention to a problem we are experiencing with a new 2010 Ford Edge we just purchased in March of this year. [redacted] is seeking an acceptable replacement vehicle of equal value, or refund of the purchase price of the Ford Edge.

We purchased the vehicle on 3/15/10 and immediately noticed a distinct hesitation in the acceleration when passing, going up hills, and pulling into traffic. This hesitation is not only very annoying, but is clearly a safety hazard.

We reported the hesitation problem immediately to the Ford Sales representative from whom we purchased the vehicle. On 4/6/10 we took the vehicle into Ford to have the hesitation problem resolved. Ourisman Ford of Alexandria, VA reported that they found no problem, but also told us that all the Ford Edges have this hesitation and that until Ford comes out with a software update there would be nothing that they could do.

On 5/26/10, at 2,006 miles, we took this vehicle back to Ourisman Ford and asked them once again to resolve this hesitation problem. This time the service manager drove the vehicle and checked for updates, but gave the vehicle back with the same responses as above and with no change to the hesitation problem.

On Saturday, 6/5/10, the vehicle's dash board began malfunctioning. We took the vehicle back to Ourisman Ford on 6/7/10 and reported this new symptom along with the persistent hesitation problem again. As of this letter, almost two whole weeks later, the vehicle is still at Ourisman Ford and they have not been able to

fix either problem. Thus far, our new vehicle has been in the shop for approximately 20 days out of the 90 days we have owned it, and neither problem has been resolved. That is almost twenty percent (20%) of the time of ownership that this vehicle has been of no use to us.

In addition to our contacts with the Dealer, we have notified Ford Customer Service several times via the response line and sent a written complaint, only to receive what sounds like standard responses to our situation. These are, as you can appreciate, unhelpful and quite irritating.

[redacted] is a loyal Ford customer, and together with our affiliated local unions, own approximately 250 Ford vehicles in our Union (not to mention the thousands of Fords that our members own). This particular Ford Edge is the "company car" for our International [redacted] regularly drives throughout the DC Metropolitan area, and elsewhere in the Northeast and Northcentral United States in his official capacity. The relatively low mileage on the vehicle since date of purchase reflects not only Mr. [redacted] reluctance to drive the vehicle because of the hesitation, but also the vehicle's frequent unavailability of the case by virtue of time in the shop.

This is unacceptable, and must be remedied. We have given Ford more than enough time to resolve these issues.

We are therefore making a claim under the *Virginia Lemon Law Title 59.1, Chapter 17.3,* which states, in part:

Nonconformity of motor vehicles

1. *If the manufacturer, its agents or authorized dealers do not conform the motor vehicle to any applicable warranty by repairing or correcting any defect or condition, including those that do not affect the drive ability of the vehicle, which significantly impairs the use, market value, or safety of the motor vehicle to the consumer after a reasonable number of attempts during the lemon law rights period, the manufacturer shall:*

    1. *Replace the motor vehicle with a comparable motor vehicle acceptable to the consumer; or*

    2. *Accept return of the motor vehicle and refund to the consumer and any lien holder as their interest may appear the full purchase price, including all collateral charges, incidental damages, less a reasonable allowance for the consumer's use of the vehicle up to the date of the first notice of nonconformity that is given to the manufacturer, its agents or authorized dealer. The consumer shall have the unconditional right to choose a refund rather than a replacement vehicle and to drive the motor vehicle until he receives either the replacement vehicle or the refund. The subtraction of a reasonable allowance for use shall apply to either a replacement or*

> *refund of the motor vehicle. Mileage, expenses, and reasonable loss of use necessitated by attempts to conform such motor vehicle to the express warranty may be recovered by the consumer.*

Once again, we are requesting a replacement vehicle of equal value that is acceptable to us, or a complete refund of the purchase price.

We would appreciate your immediate response to this claim.

All Action Details for Issue

Print

VIN: 2FMDK4KC3AE[redacted] **Year:** 2010 **Model:** EDGE **Case:** 556791310
Name: [redacted] **Owner Status:** Original **WSD:** 2010-03-15
Symptom Desc: LOSS OF POWER ACCELERATION ALL ENGINE TEMP **Primary Phone:** [redacted]
Reason Desc: EXECUTIVE LIAISON - EXECUTIVE REFERRAL **Secondary Phone:**
Issue Type: 12 EXECUTIVE LIAISON **Issue Status:** CLOSED

Action: CASE ASSIGNED
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: TANSIL-MARSHALL (RTANSIL),ROBIN **Analyst:** RTANSIL
Action Date: 06/21/2010 **Action Time:** 14.26.23.591 **Action Data:** Yes

Comments CASE ASSIGNED.

Data Element Name	Data Value
DATE RECEIVED	06-16-2010
DATE ASSIGNED	06-21-2010
ASSIGNED BY	RTANSIL
CLOSING DUE? (YES/NO)	NO
SOURCE	EXECUTIVE REFERRAL CALL
ASSIGNED TO	TWESLEY1

Action: UPDATE EXISTING CUSTOMER CONTACT
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 06/21/2010 **Action Time:** 14.58.59.268 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
[redacted]		[redacted]	[redacted]	OTHER

Comments ** EXEC REF ** IBC FROM [redacted], FLEET MANAGER, FOR THE UNION; CAR HAS BEEN AT DLRSHP FOR THE PAST WEEK AND A HALF FOR A HESITATION CONCERN; THIS HAS BEEN AN ONGOING ISSUE AND THEY WOULD LIKE TO HAVE THE VEHIC BOUGHT BACK OR REPLACED; ADVISED CUST THAT IT IS FMC'S GOAL TO REPAIR THE VEHIC UNDER THE BTB; ADVISED HIM I WOULD RESEARCH THIS AND F/U WITH HIM; PROVIDED MY PH #; CUST ALSO ASKED FOR MY EMAIL INFO AND IT WAS PROVIDED ***

Action: UPDATE EXISTING CUSTOMER CONTACT
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 06/21/2010 **Action Time:** 15.01.33.674 **Action Data:** No

Comments *** EXEC REF *** OBC TO DLRSHP; SPOKE TO S/M HOWARD WALKER; DLRSHP CONFIRMS THERE IS AN INTERMITTANT CONCERN WITH THE INTERIOR DASH LIGHTS COMING ON RANDOMLY; DLRSHP HAS BEEN UNABLE TO PINPOINT THE CAUSE; ADVISED HIM OF MR LAMASTER'S CALL AND REQUEST FOR VEHIC BUYBACK; S/M CONFIRMS THAT VEHIC HAS BEEN AT DLRSHP SINCE 6/17; TECH HOTLINE HAS BEEN CALLED BUT FSE HAS NOT BEEN INVOLVED YET ***

Action: UPDATE EXISTING CUSTOMER CONTACT
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 06/21/2010 **Action Time:** 15.03.06.781 **Action Data:** No

Comments *** EXEC REF *** OBC TO FSE MICHAEL MONCILOVICH; PH 704.965.6300; LEFT V/M TO ADVISE HIM OF CONCERNS WITH VEHIC AND REQUEST HIS ASSISTANCE DUE TO CUSTOMER REQUESTING BUYBACK *** RECIEVED IBC V/M FROM MIKE TO INDICATE HE WOULD BE IN CONTACT WITH DLRSHP ***

Action: UPDATE EXISTING CUSTOMER CONTACT
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 06/21/2010 **Action Time:** 15.04.28.544 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
DAVID		LAMASTER	2023833108	OTHER

Comments ** EXEC REF ** RECIEVED EMAIL FROM MR [redacted] WITH FORMAL WRITTEN REQUEST FOR VEHIC BUYBACK OR REPLACEMENT ***

Action: UPDATE EXISTING CUSTOMER CONTACT
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 06/21/2010 **Action Time:** 15.07.24.709 **Action Data:** No

Comments ** EXEC REF ** OBC TO DLRSHP; S/M HOWARD WALKER IS ON VACATION THIS WEEK; SPOKE TO ASSISTANT S/M RICK ROMANO; DLRSHP HAS DETERMINED THAT DASH BOARD WARNING LIGHT CONCERN IS DUE TO ABS MODULE; PART HAS BEEN ORDERED AND SHOULD ARRIVE 6/22 OR 6/23; AS FOR HESITATION CONCERN: DLRSHP HAS GONE ON MULTIPLE TEST DRIVES AND CONFIRMS THAT THIS IS A NORMAL CHARACTERISTIC OF THE VEHIC AND NO REPAIR IS NEEDED; ADVISED HIM I WOULD F/U WITH HIM ON 6/22 OR 6/23 FOR UPDATE ON REPAIRS; HE STATES DLRSHP HAS BEEN IN CONTACT WITH FSE BUT THERE WAS NO NEED FOR FSE TO COME TO DLRSHP ***

Action: UPDATE EXISTING CUSTOMER CONTACT
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 06/21/2010 **Action Time:** 15.12.26.497 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
DAVID		LAMASTER	2023833108	OTHER

Comments ** EXEC REF ** SENT EMAIL TO MR LAMASTER (DLAMASTER@BACWEB.ORG) TO ACKNOWLEDGE HIS EMAIL FORMAL REQUEST FOR BUYBACK; ADVISED HIM THAT DLRSHP HAS MADE A DIAGNOSIS FOR THE WARNING LIGHT CONCERN AND REPAIRS SHOULD BE COMPLETED 6/22 OR 6/23; AS FOR HESITATION, DLRSHP HAS DETERMINED IT IS NORMAL CHARACTERISTIC; ADVISED HIM I WILL F/U WITH HIM ONCE ABS REPAIRS ARE

COMPLETED IN THE NEXT DAY OR TWO; CUST WAS PROVIDED MY CONTACT INFO (EMAIL, PHONE #).

Action: UPDATE EXISTING CUSTOMER CONTACT
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 06/24/2010 **Action Time:** 15.48.47.771 **Action Data:** No

Comments ** EXEC REF ** IBC V/M FROM ASSIST S/M MIKE ROMANO: ABS PARTS HAVE BEEN ON BACK ORDER BUT NOW SHOW AS HAVING BEEN SHIPPED; SHOULD ARRIVE TOMORROW AND REPAIRS TO BEGIN ASAP *** EMAIL TO MR LAMASTER (HIS PREFERED CONTACT) TO ADVISE OF PARTS ARRIVAL AND TO REITERATE THAT HESITATION IS DEEMED NORMAL BY DLRSHP *** INBOUND EMAIL FROM MR LAMASTER: HE DISPUTES THE NOTION THAT THE HESITATION IS NORMAL; MR KRAMER (COMPANY SEC/TREASURER AND DRIVER OF THIS CAR) IS DEPARTING FOR VACATION FOR CHICAGO NEXT WEEK AND CUSTOMER IS CONCERNED THA TVEHCI WON'T BE REPAIRED BY THEN *** WILL F/U WITH DLRSHP ON 6/25 TO ENSURE PARTS ARRIVAL ***

Action: UPDATE EXISTING CUSTOMER CONTACT
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 06/24/2010 **Action Time:** 15.50.13.891 **Action Data:** No

Comments ** EXEC REF ** OBC V/M TO PVT REP NICK NOWACZYK @ 27251; PROVIDED INFO ON HESITATION CONCERN ON THIS VEHIC AND ASKING FOR HIS FEEDBACK ***

Action: UPDATE EXISTING CUSTOMER CONTACT
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 06/25/2010 **Action Time:** 13.13.36.274 **Action Data:** No

Comments ** EXEC REF ** IBC V/M FROM PVT REP: HE IS UNAWARE OF A HESITATION ISSUE WITH THE EDGE; RECOMMENDS FSE INVOLVEMENT *** OBC V/M TO FSE MIKE MONCILOVICH @ 704.965.6300; LEFT V/M WITH PVT REP'S RECOMMENDATION AND ASK THAT HE PLEASE GET INVOLVED WITH THE HESITATION CONCERN ***

Action: UPDATE EXISTING CUSTOMER CONTACT
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 06/25/2010 **Action Time:** 13.14.20.413 **Action Data:** No

Comments *** EXEC REF *** IBC V/M FROM FSE MIKE MONCILOVICH; HE WAS UNAWARE OF HESITATION CONCERN; HAD SPOKEN TO DLRSHP REGARDING INTERIOR WARNING LIGHTS CONCERN; HE WILL CONTACT DLRSHP ON 6/25 ABOUT THE HESITATION AND WILL TRY TO GO THERE IN THE AFTERNOON FOR A TEST DRIVE AND EVAL OF VEHIC; IF HE IS UNABLE TO GO ON 6/25 IT WILL BE EARLY NEXT WEEK **

Action: UPDATE EXISTING CUSTOMER CONTACT
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 06/25/2010 **Action Time:** 15.00.24.727 **Action Data:** No

Comments ** EXEC REF ** OBC TO DLRSHP; SPOKE TO S/M HOWARD WALKER; HE CONFIRMS THAT FSE WAS AT DLRSHP TODAY; FSE WAS UNABLE TO DRIVE THE CAR BECAUSE IT WAS UNDER REPAIR FOR THE ABS MODULE;

HOWEVER DLRSHP AND FSE ARE CONFIDENT THAT REPLACING THE ABS MODULE WILL ALLEVIATE BOTH THE INTERIOR WARNING LIGHT CONCERN AND THE HESITATION; DLRSHP WILL TEST DRIVE THE CAR EXTENSIVELY THIS WEEKEND TO ENSURE THE ISSUE IS RESOLVED AND WILL ALSO MAINTAIN CONTACT WITH FSE; THANKED HIM AND ADVISED HIM I WILL F/U ON 6/28 (MONDAY)***

Action: UPDATE EXISTING CUSTOMER CONTACT
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 06/25/2010 **Action Time:** 15.01.29.526 **Action Data:** No

Comments ** EXEC REF ** OBC TO MR LAMASTER; PROVIDED DETAILS OF DLRSHP CONVERSATION; HE APPRECIATES EXEC OFFICES INVOLVEMENT; ADVISED HIM I WILL F/U WITH HIM ON MONDAY 6/28 ONCE I'VE SPOKEN TO DLRSHP **

Action: UPDATE EXISTING CUSTOMER CONTACT
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 06/28/2010 **Action Time:** 16.31.04.009 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
DAVID		LAMASTER	2022889197	OTHER

Comments *** EXEC REF *** OBC TO DLRSHP; SPOKE TO S/M MR HOWARD; ABS MODULE IS GOING IN TODAY; VEHIC WILL BE TEST DRIVEN BY S/M OR THE TECH TO ENSURE SUCCESS; VEHIC SHOULD BE RETURNED TO CUSTOMER BY EOB WEDNESDAY 6/30; CUST WAS IN TODAY AND THEY WERE TAKEN OUT OF RENTAL VEHIC AND PUT INTO A DLRSHP LOANER ***

Action: UPDATE EXISTING CUSTOMER CONTACT
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 06/30/2010 **Action Time:** 11.35.18.422 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
DAVID		LAMASTER	2023833108	OTHER

Comments **** EXEC REF **** OBC TO DLRSHP: SPOKE TO S/M HOWARD MORRIS; ABS MODULE HAS BEEN INSTALLED; HE AND HIS TECHS HAVE GONE ON MULTIPLE TEST DRIVES AND HAVE NOT ENCOUNTERED ANY PROBLEMS; WILL CONTINUE TO DRIVE IT TODAY; HOPES TO RETURN THE CAR TO THE CUSTOMER EITHER TODAY OR TOMORROW **** EMAILED MR [redacted]) TO PROVIDE UPDATE **** WILL F/U WITH CUSTOMER AND DLRSHP ON 6/31 ****

Action: CASE CLOSED
Dealer: 00141 OURISMAN FORD LINCOLN MERCURY OF ALEXANDRIA **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 07/02/2010 **Action Time:** 10.13.52.689 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
DAVID		LAMASTER	2023833108	OTHER

Comments **** EXEC REF **** IBC V/M FROM DLRSHP S/M MR HOWARD ON 7/01: VEHIC WAS REPAIRED AND RETURNED TO CUSTOMER ON 6/30 **** SENT EMAIL TO MR LAMASTER TO INQUIRE ON STATUS OF VEHIC; RECIEVED REPLY THAT HE IS CURRENTLY OUT OF THE OFFICE AND WILL CONTACT ME NEXT WEEK IF THERE IS ANY FURTHER CONCERN **** CLOSING CASE

Action: TRANSFER ISSUE
Dealer: 00135 JERRYS FORD SALES INC **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 07/15/2010 **Action Time:** 15.10.54.721 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
DAVID		LAMASTER	2023833108	OTHER

Comments *** EXEC REF *** EMAIL FROM MR[redacted]; VEHIC HAS BEEN TAKEN TO JERRYS FORD FOR A 2ND OPINION; HESITATION IS STILL PRESENT

Action: OUTBOUND CALL TO DEALERSHIP
Dealer: 00135 JERRYS FORD SALES INC **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: ARLEDGE LYNN **Analyst:** LARLEDGE
Action Date: 07/19/2010 **Action Time:** 18.00.19.345 **Action Data:** No

Comments **EXECUTIVE OFFICES 7/16/2010****EL CONTACTED THE DEALERSIHP.THE DEALERSHIP SAYS THEY TEST DROVE THE VEHICLE EXTENSIVELY AND COULD NOT IDENTIFY THE CONCERN. THE DEALERSHIP SAYS THE OFFERED TO TEST DRIVE WITH THE CUSTOMER, HOWEVER THE CUSTOMER PICKED UP THE VEHICLE AND HAS NOT RETURNED. **EL CONTACTED THE CUSTOMER. THE CUSTOMER SAYS HE WENT TO THE DEALERSHIP TO DO A TEST DRIVE AND THE DEALERSHIP PERSONNEL IN THE SERVICE DEPARMENT WERE NO LONGER AVAILABLE. THE CUSTOMER SAYS HE MAY PURSUE THE CONCERN LEGALLY AT THIS POINT. THE CUSTOMER SAYS THE CONCERN RESURFACES EACH TIME HE DRIVES THE VEHICLE. THE CUSTOMER SAYS HE WILL CONTACT EL AND ADVISE IF HE IS GOING TO PURSUE THE CONCERN LEGALLY AND ALLOW THE DEALERSHIP TO DO AN ADDITIONAL TEST DRIVE.

Action: CASE CLOSED
Dealer: 00135 JERRYS FORD SALES INC **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 07/27/2010 **Action Time:** 15.09.07.375 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
DAVID		LAMASTER	2023833108	OTHER

Comments **** EXEC REF **** HAVE CONTACTED MR LAMASTER; CUST CONFIRMS THAT HE WAS UNABLE TO GO

ON TEST DRIVE WITH DRLSHP S/M ON FRIDAY 7/23 BECAUSE NOBODY WAS AVAILABLE AT THE DLRSHP; THE CAR IS CURRENTLY BEING DRIVEN OUT OF TOWN ON BUSINESS, SO IT HAS NOT BEEN BACK TO THE DLRSHP; CUST HAS BEEN ADVISED THAT UNLESS DLRSHP CAN DUPLICATE A CONCERN THEY CANNOT MAKE REPAIRS; CUST INDICATES THAT HE HAS TURNED OVER THE INFORMATION REGARDING THE CAR TO THEIR COMPANY'S LEGAL OFFICE FOR REVIEW; ADVISED CUST TO PLEASE KEEP ME UPDATED AS TO WHEN THE VEHIC WILL BE TAKEN BACK TO DLRSHP FOR TEST DRIVE; CLOSING CASE PENDING FURTHER CONTACT FROM CUST ****

Action: CASE CLOSED
Dealer: 00135 JERRYS FORD SALES INC **Origin Desc:** EXECUTIVE LIAISON
Odometer: 2000 MI **Comm Type:** PHONE
Analyst Name: WESLEY TERESA **Analyst:** TWESLEY1
Action Date: 07/28/2010 **Action Time:** 17.16.36.045 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
BRIDGET		OCONNER	2022888069	ATTORNEY

Comments **** EXEC REF **** IBC FROM MS O'CONNER; SHE IS THE GENERAL COUNCEL FOR THE CUSTOMER; SHE WILL BE ASSUMING THIS CASE ON BEHALF OF THE CLIENT; PROVIDED HER WITH ADDRESS FOR FMC AND ADVISED THAT SHE WILL NEED TO WRITE A LETTER TO FMC OGC TO INDICATE SHE IS REPRESENTING THE CUSTOMER AND TO OUTLINE THEIR REQUEST/DEMANDS **** CLOSING CASE DUE TO CUSTOMER OBTAINING ATTORNEY ****

Ford Confidential

[redacted]

[redacted]

CA

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

ALSO ADMITTED IN THE DISTRICT OF COLUMBIA AND PENNSYLVANIA

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

December 16, 2011

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

RECEIVED
DEC 2 2011

General Manager
Gosch Ford Lincoln Mercury
150 Carriage Circle
Hemet, CA 92545

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

DEC 22 2011

OFFICE OF THE
GENERAL COUNSEL

Re: [redacted]; Purchase of 2010 Ford F150
VIN 1FTFW1CV8AF[redacted]

Dear Ms. Banciu:

This office represents [redacted] concerning his purchase of a defective 2010 Ford F150. I enclose a copy of the vehicle contract, along with copies of other relevant documents including the repair orders describing the complaints and work done while the vehicle was in authorized repair facilities. Please note that this vehicle complies with the requirements of the Consumer Warranty Act (Song Beverly Act) because all work was done while it was covered by Ford Motor Company's express warranty.

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

> It shall be presumed that a reasonable number of attempts have been made to conform a new motor vehicle to the applicable express warranties if, within 18 months from delivery to the buyer or 18,000 miles on the odometer of the vehicle, whichever occurs first, one or more of the following occurs:
> (1) The same nonconformity results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven and the nonconformity has been subject to repair two or more times by the manufacturer or its agents, and the buyer or lessee has at least once directly notified the manufacturer of the need for the repair of the nonconformity.

(2) The same nonconformity has been subject to repair four or more times by the manufacturer or its agents and the buyer has at least once directly notified the manufacturer of the need for the repair of the nonconformity.

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

We are also hereby notifying you that this vehicle qualifies under the Magnuson-Moss Warranty Act (hereinafter referred to as "Warranty Act"), 15 U.S.C. §2301(3). Mr. [redacted] is a "consumer" as defined in the Warranty Act, 15 U.S.C. §2301(3), and Ford Motor Company is a "supplier" and "warrantor" as defined in the Warranty Act, 15 U.S.C. §2310(4) and (5). The 2010 Ford F150 is a "consumer product" as defined in the Warranty Act, 15 U.S.C. §2301(1) because it is normally used for personal or household purposes. The express warranty provided by Ford is a "written warranty" as defined in the Warranty Act, 15 U.S.C. §2301(6), and under California law there was created in connection with the sale of this vehicle an implied warranty of merchantability.

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

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

Please note, pursuant to California Civil Code Section 1793.22(b), Mr. [redacted] vehicle has been in for repairs and out of service in possession of an authorized repair facility on at least five (5) separate occasions within 18,000 miles and 18 months from the date of the purchase of the vehicle on November 15, 2009, thereby triggering the lemon law presumption.

Specifically, Mr. [redacted] has had numerous and consistent problems with this vehicle, including a defective engine; loss of power; delayed throttle response; long hesitation from a stop; hesitation on acceleration; check engine light remains on; wrench light remains on; traction control light remains on; SES light remains on; defective power windows; as well as other problems all contributing to the safety, use, and value of this vehicle. These complaints and problems have all been brought to the attention of the dealer, Gosch Ford Lincoln Mercury, in Hemet, CA, as well as to your factory representatives. Nevertheless, despite these numerous attempts to repair the vehicle on at least seven (7) separate occasions between December 10, 2009 and November 17, 2011, these problems remain, and it appears that Ford is now no closer to making the necessary repairs to these defective conditions.

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

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

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

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

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

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

1. Down payment	$ 8,500.00
2. Payments (24 at $ 449.99)	10,799.76 *
3. Registration	425.00
4 Attorneys' fees to date	4,000.00
5. Payoff amount	20,245.00 *
TOTAL	$53,969.76

*These amounts were good through December 15, 2011. If this matter is resolved after that date, the amount of the Payments will be increased, and the Payoff Amount will be decreased accordingly.

Unless our client is reimbursed for this amount within thirty days of your receipt of this letter, we will commence legal proceedings to recover this amount, together with additional damages as provided by California law. These damages include a mandatory award of attorneys' fees pursuant to Civil Code Section 1794 (d), and an award for personal injuries, including emotional distress, suffered as a result of your wrongful conduct, as provided by California

Commercial Code Section 2715. In addition, we will take your refusal to comply with your legal obligation to constitute willful failure as defined in Civil Code Section 1794(c) which provides:

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

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

> (1) Except as otherwise provided in this subdivision, if the buyer establishes a violation of paragraph (2) of subdivision (d) of section 1793.2, the buyer shall recover damages and reasonable attorney's fees and costs, and may recover a civil penalty of up to two times the amount of damages . . .
>
> (3) After the occurrence of the events giving rise to the presumption established in subdivision (b) of Section 1793.22, the buyer may serve upon the manufacturer a written notice requesting that the manufacturer comply with paragraph (2) of subdivision (d) of Section 1793.2. . . .
>
> (4) If the buyer serves the notice described in paragraph (3) and the manufacturer complies with paragraph (2) of subdivision (d) of Section 1793.2 within 30 days of the service of that notice, the manufacturer shall not be liable for a civil penalty pursuant to this subdivision.

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

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

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

By: _____
KURT DELSACK

KD/bcw
Enclosures

cc: [redacted]

Customer Number: **528491** Invoice No: **315796**

INVOICE

PAGE 1

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[redacted]
MURIETTA, CA[redacted]
[redacted]

SERVICE ADVISOR: 8916 CALEB NICHOLSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	10	FORD F150	1FTFW1CV8AF[redacted]		24222 24222	T6865

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10			17:00 25JAN12			CASH	25JAN12

R.O. OPENED	READY	OPTIONS: DLR:06787 ENG:5.4_Liter 1)184983072
17:45 24JAN12	17:00 25JAN12	

```
LINE OPCODE TECH TYPE HOURS                                   LIST      NET      TOTAL
A CUSTOMER STATES THAT THE VEHICLE HESITATES FROM A STOP WILL NOT
      ACCELERATE AND LACKS POWER- IS NOT APPARENT COLD OR WARM -- AND
      DOES NOT HAPPEN EACH AND EVERY TIME BUT MOST OF THE TIME. FEELS
      AS IF IT IS BOGGING DOWN LIKE GETTING TOO MUCH FUEL.
CAUSE: DRIVE LINE
    S11 DRIVEABILITY
          8110  W94                                                          (N/C)
      1 9L3Z*3B478*A CLAMP - BOOT                                             (N/C)
      1 XG*8* LUBRICANT - TEFLON                                              (N/C)
   FC: PART#: COUNT:
   CLAIM TYPE:
   AUTH CODE:
   00464
PARTS:      0.00  LABOR:      0.00  OTHER:      0.00  TOTAL LINE A:          0.00
 24222 DRIVE LINE 0.40 VERIFIED CONCERN REMOVED REAR DRIVE LINE AND
 SERVICED REAR SLIP YOKE CONCERN IS CORRECTED
          ***********************************************************
C MULTI-POINT INSPECT. AND AS REQUIRED BY CA. REGULATION, WE PERFORMED
      A TIRE CHECK/INFLATION SERVICE ON YOUR VEHICLE. THE TIRES WERE
      INFLATED TO THE PRESSURE AS INDICATED RF_____ LF_____
      RR_____ LR_____
CAUSE: MAINT
    99P MULTI-POINT INSPECT. AND AS REQUIRED BY CA.
        REGULATION, WE PERFORMED A TIRE
        CHECK/INFLATION SERVICE ON YOUR VEHICLE. THE
        TIRES WERE INFLATED TO THE PRESSURE AS
        INDICATED RF_____ LF_____ RR_____
        LR_____
          8110   CF                                                   0.00     0.00
    GBATT GREEN BATTERY CODE
          8110   CF                                                   0.00     0.00
    GBK BRAKES CHECK OK AT THIS TIME.
          8110   CF                                                   0.00     0.00
    GTIRE TIRES CHECKED AND OK AT THIS TIME.
```

We accept all major credit cards

Service and Parts Dept Hours
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Saturday 8:00 am - 5:00 pm

LAKEELSINORE Ford

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ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

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

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X48/2.280_1

Customer Copy

PE13-003 000950LCPV

Customer Number: **528491** Invoice No: **315796**

INVOICE

PAGE 1

[redacted]

MURIETTA, CA[redacted]

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SERVICE ADVISOR: 8916 CALEB NICHOLSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE	10	FORD F150	1FTFW1CV8AF[redacted]		24222 24222	T6865

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10			17:00 25JAN12			CASH	25JAN12

R.O. OPENED	READY	OPTIONS: DLR:06787 ENG:5.4_Liter 1)184983072
17:45 24JAN12	17:00 25JAN12	

```
LINE OPCODE TECH TYPE HOURS                                  LIST      NET      TOTAL
A CUSTOMER STATES THAT THE VEHICLE HESITATES FROM A STOP WILL NOT
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        DOES NOT HAPPEN EACH AND EVERY TIME BUT MOST OF THE TIME. FEELS
        AS IF IT IS BOGGING DOWN LIKE GETTING TOO MUCH FUEL.
CAUSE: DRIVE LINE
     S11 DRIVEABILITY
            8110  W94                                                          (N/C)
        1 9L3Z*3B478*A CLAMP - BOOT                                            (N/C)
        1 XG*8* LUBRICANT - TEFLON                                             (N/C)
    FC: PART#: COUNT:
    CLAIM TYPE:
    AUTH CODE:
    00464
PARTS:       0.00  LABOR:       0.00  OTHER:       0.00  TOTAL LINE A:          0.00
 24222 DRIVE LINE 0.40 VERIFIED CONCERN REMOVED REAR DRIVE LINE AND
 SERVICED REAR SLIP YOKE CONCERN IS CORRECTED
            ***********************************************************
C MULTI-POINT INSPECT. AND AS REQUIRED BY CA. REGULATION, WE PERFORMED
        A TIRE CHECK/INFLATION SERVICE ON YOUR VEHICLE. THE TIRES WERE
        INFLATED TO THE PRESSURE AS INDICATED RF_____ LF_____
        RR_____ LR_____
CAUSE: MAINT
     99P MULTI-POINT INSPECT. AND AS REQUIRED BY CA.
          REGULATION, WE PERFORMED A TIRE
          CHECK/INFLATION SERVICE ON YOUR VEHICLE. THE
          TIRES WERE INFLATED TO THE PRESSURE AS
          INDICATED RF_____ LF_____ RR_____
          LR_____
            8110   CF                                                  0.00     0.00
     GBATT GREEN BATTERY CODE
            8110   CF                                                  0.00     0.00
     GBK BRAKES CHECK OK AT THIS TIME.
            8110   CF                                                  0.00     0.00
     GTIRE TIRES CHECKED AND OK AT THIS TIME.
```

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Service and Parts Dept Hours
Monday thru Friday 7:00 am - 7:00 pm
Saturday 8:00 am - 5:00 pm

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YOU GET MORE AT ELSINORE!

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

X _____
CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

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

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

X4812.280_1

Customer Copy

PE13-003 000951LCPV

[redacted]

From: [redacted]
Sent: Tuesday, February 07, 2012 3:10 PM
To: Wilde, Chris (L.C.)
Cc: [redacted]
Subject: [redacted]; 2010 F-150; VIN: 1FTFW1CV8AF[redacted]

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

Chris,

Per our conversation, the VIN is listed in the subject line.

Thanks for your help.

Andrew Chabot
Claims Analyst
Office of the General Counsel
WHQ; 406-E5
Phone: (313) 845-9229
Fax: (313) 390-3308
email: achabot@ford.com

Chabot, Andrew (A.A.)

From: [redacted]
Sent: Thursday, February 02, 2012 7:30 PM
To: Chabot, Andrew (A.A.)
Cc: [redacted]m
Subject: [redacted] v Ford
Attachments: RO - [redacted].pdf

Mr. Chabot: I have forwarded your recent "cash and keep" offer of $4,500 inclusive to our client who has instructed me to reject that offer. Your reason for the rejection was that Ford did not believe that there had been 4 repairs for the same problem. That is blatantly wrong.

The hesitation problem is clearly stated on six (6) repair orders and Ford has been given six (6) opportunities to make the necessary repairs, as follows, December 9, 2009; April 15, 2010; April 5, 2011; May 25, 2011; November 17, 2011,; and January 24, 2012. Attached hereto is the most recent repair order dated January 25, 2012.

As Ford was originally informed the vehicle's manufacturing non-conformities include "a defective engine; loss of power; delayed throttle response; long hesitation from a stop; hesitation on acceleration; check engine light remains on; wrench light remains on; traction control light remains on; SES light remains on; defective power windows."

In his cover e-mail Mr. [redacted] states "Although, the problem has been the same on every one of my service visits, ford seems to be unable to figure it out. They acknowledge that there is a hesitation problem, but seem to be having trouble effectively repairing the issue. This repair shows that the dealership did a drive line repair which they explained was transmission related."

All of these repair attempts are for the same hesitation problem.

As you are aware the CA statute requires only that the manufacturer be provided a reasonable number of repair attempts. Accordingly, we hereby request that you again review this matter, and hereby renew our demand for repurchase of this defective vehicle. Thank you for your cooperation.

Kurt Delsack, Esq.

Law Offices of Delsack & Assoc., P.C.
1801 Century Park E.
Suite 2400
Los Angeles, CA 90067
Tel. 310-475-1700 Fax 310-475-1799

kd@delsacklaw.com

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****

Customer Number: **528491** Invoice No: **315796**

INVOICE

PAGE 1

[redacted]

MURIETTA, CA [redacted]

[redacted]

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LAKEELSINORE Ford
31500 AUTO CENTER DR. · LAKE ELSINORE, CA 92530
(951) 471-4100
www.lakeelsinoreford.com
BAR # ARD246772 EPA# CAL000309730

SERVICE ADVISOR: 8916 CALEB NICHOLSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	10	FORD F150	1FTFW1CV8AF[redacted]		24222 24222	T6865

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10			17:00 25JAN12			CASH	25JAN12

R.O. OPENED	READY	OPTIONS: DLR:06787 ENG:5.4_Liter 1)184983072
17:45 24JAN12	17:00 25JAN12	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES THAT THE VEHICLE HESITATES FROM A STOP WILL NOT
ACCELERATE AND LACKS POWER- IS NOT APPARENT COLD OR WARM -- AND
DOES NOT HAPPEN EACH AND EVERY TIME BUT MOST OF THE TIME. FEELS
AS IF IT IS BOGGING DOWN LIKE GETTING TOO MUCH FUEL.

CAUSE: DRIVE LINE

S11 DRIVEABILITY

8110 W94 (N/C)

1 9L3Z*3B478*A CLAMP - BOOT (N/C)

1 XG*8* LUBRICANT - TEFLON (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

00464

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

24222 DRIVE LINE 0.40 VERIFIED CONCERN REMOVED REAR DRIVE LINE AND
SERVICED REAR SLIP YOKE CONCERN IS CORRECTED

****

C MULTI-POINT INSPECT. AND AS REQUIRED BY CA. REGULATION, WE PERFORMED
A TIRE CHECK/INFLATION SERVICE ON YOUR VEHICLE. THE TIRES WERE
INFLATED TO THE PRESSURE AS INDICATED RF_____ LF_____
RR_____ LR_____

CAUSE: MAINT

99P MULTI-POINT INSPECT. AND AS REQUIRED BY CA.
REGULATION, WE PERFORMED A TIRE
CHECK/INFLATION SERVICE ON YOUR VEHICLE. THE
TIRES WERE INFLATED TO THE PRESSURE AS
INDICATED RF_____ LF_____ RR_____
LR_____

8110 CF 0.00 0.00

GBATT GREEN BATTERY CODE

8110 CF 0.00 0.00

GBK BRAKES CHECK OK AT THIS TIME.

8110 CF 0.00 0.00

GTIRE TIRES CHECKED AND OK AT THIS TIME.

We accept all major credit cards

Service and Parts Dept Hours
Monday thru Friday 7:00 am - 7:00 pm
Saturday 8:00 am - 5:00 pm

You get more at LAKEELSINORE Ford

YOU GET MORE AT ELSINORE!

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

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

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

K48/2.280_1

Customer Copy

PE13-003 000954LCPV

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EPA # CAL 000007012

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CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
204546	998899	3735	15/08/2011	106466

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
	[redacted]	18876		F1199

[redacted]

Menifee, CA [redacted]

YEAR / MAKE / MODEL: 2010 / Ford / F150

DELIVERY DATE:

DELIVERY MILES:

VEHICLE I.D. NO.: 1FTFW1CV8 AF[redacted]

SELLING DEALER NO.:

PRODUCTION DATE:

F.T.E. NO.:

P.O. NO.:

R.O. DATE: AUG 10 11

[redacted]

COMMENTS: OA 10.00

Labor and Parts

J# 1 REPAIR — Tech(s) 997161 — 0.00

Customer states HESITATION WHEN TAKING OFF, TRUCK DIES, CHECK ENGINE, & WRENCH LIGHT ARE ON

..PERFORM DIAG PCM HAS DTC'S P0010,P0020,P0135,P0141,P0155,P0161, P0443,P1703 CAM SOL #1 AND #2, ALL O2 SENSOR HEATERS, EVAP PURGE SOL, BRAKE PEDAL SWITCH FUSE # 76 IS THE POWER FUSE FOR ALL ABOVE AND IT IS BLOWN. OASIS HISTORY FOUND 2 DEALERS HAVE REPLACED THIS FUSE A FEW TIMES. INSPECT ALL CIRCUTS # CBB76, CBK02,CES09 ON THIS FUSE FOR ANY SHORTS OR DAMAGED WIRES OR CONNECTORS I CAN NOT FIND ANY. CONTACT HOTLINE FOR ANY KNOWN CAUSE HOTLINE HAS NONE AT THIS TIME.

....

Parts Number	Failed	Description	Qty	Unit Price	
14526		FUSE	1	3.95	3.95
			Job # 1 Total Parts		3.95
			Job # 1 Total Labor & Parts		4.67

J# 2 01WRKS — Tech(s) 7571 — 0.00

CHANGE OIL AND OIL FILTER AND ROTATE TIRES

THE WORKS

CHANGE OIL AND OIL FILTER, ROTATE AND INSPECT 4 TIRES, INSPECT BRAKES, CHECK FLUID LEVELS, PERFORM VISUAL INSPECT

Parts Number	Failed	Description	Qty	Unit Price	
XO5W20QSP		OIL - ENGINE	7	2.61	18.27
FL820S		ER ASY OIL	1	6.17	6.17
			Job # 2 Total Parts		24.44
			Job # 2 Total Labor & Parts		47.67

J# 3 10-11S15 — Tech(s) 1099 — 0.00

INTERIOR DOOR HANDLE REINFORCEMENT

RECALL

INSTALL DOOR HANDLE REINFORCEMENT CLIPS PER 11S15

Parts Number	Failed	Description	Qty	Unit Price	
9L3Z9922666AA		KIT	4		
			Job # 3 Total Parts		Warranty
			Job # 3 Total Labor & Parts		Warranty

J# 4 00FOZ99P — Tech(s) 7571 — 0.00

MULTI-POINT INSPECTION

TIRES 35 PSI

PERFORM A MULTI-POINT INSPECTION

Job # 4 Total Labor & Parts 0.00

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204546	998899	3735	15/08/2011	106466

[redacted]

Menifee, CA [redacted]

[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
	[redacted]	18876		F1199

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
2010 / Ford / F150		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1FTFW1CV8 AF[redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		AUG 10 11

COMMENTS: OA 10.00

Labor and Parts

J# 5 REPAIR Tech(s) 0.00

Customer States WHEN TURN RIGHT INTO HIS DRIVEWAY, FRONT END MAKES A GRINDING NOISE, & ALSO WHEN DOING U TURNS TO THE RIGHT

LUBED CALIPER STOPS

...

Job # 5 Total Labor & Parts 0.72

J# 6 00FOZGBATT Tech(s) 0.00

*BATTERY G

..

BATTERY TEST GOOD

Job # 6 Total Labor & Parts 0.00

J# 7 00FOZGBK Tech(s) 0.00

*BRAKES G

..

OVER 5MM (DISC) OR OVER 2MM (DRUM) GOOD LIFE REMAINING

Job # 7 Total Labor & Parts 0.00

J# 8 00FOZGTIRE Tech(s) 0.00

*TIRES G

..

TIRES MEASURE 7/32' OR GREATER VERY GOOD LIFE REMAINING

Job # 8 Total Labor & Parts 0.00

PAID
CASH $
CHECKS $
#
CR. CARD $ 15.26
TYPE
OTHER $ 10.00
DATE:
INITIALS

Adv. Owner.

I acknowledge receipt of the above listed vehicle:

Signature Date

I acknowledge notice of an oral approval of an increase in the original estimate price

Signature

Total Labor	22.51
Total Parts	28.39
Total Sublet	0.00
Misc. Chrgs	-7.84
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	2.20
Total Invoice $	**45.26**

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CELL: 951-219-67[illegible]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
204546	KORY FOSTER 263246	4568	12/11/09	FOCS825248

[redacted]
MENIFEE, CA [redacted]
[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
	[redacted]	876	OXFORD WHT/	F1199

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/F-150 SERIES/PK F150 S	11/15/09	20

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F T F W 1 C V 8 A F [redacted]	565	

F.T.E. NO.	P.O.	R.O. DATE
	[redacted]	12/10/09

COMMENTS
E# 223243683 MO: 896

[VIP CARD# 8090-] 0
LABOR & PARTS----------
J# 1 49FOZ DOORS AND GLASS TECH(S):75119 WARRANTY
CUSTOMER REPORTS PASSENGER REAR WINDOW AT TIMES
WILL STALL WHILE IN USE. DOES NOT MATTER WHEN
USING THE DRIVERS FRONT WINDOW SWITCH OR THE
PASSENGER REAR WINDOW SWITCH. INSPECT AND ADVISE
ORDRED WINDOW REGULATOR

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

J# 2 39FOZ#TEST/EEC *TEST EEC SYSTEM TECH(S):75119 WARRANTY
CUSTOMER REPORTS CHECK ENGINE LIGHT IS ON. VEHICLE
WILL HESITATE WHEN TAKING OFF FROM A STOP.
ELECTRONIC ENGINE CONTROL TEST CODES P0010, P0020, P0135,
P0141, P0155, P0161, P0443, P1464, AND P1703.
REPLACED FUSE

PARTS------QTY---FP-NUMBER----------DESCRIPTION----------UNIT PRICE-
JOB # 2 1 14526 FUSE WARRANTY
JOB # 2 TOTAL PARTS 0.00
JOB # 2 TOTAL LABOR & PARTS 0.00

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

TECHNICIAN CERTIFICATION----------
75119 MONDO DURAN 2554

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

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G.O.G. = GAS, OIL, GREASE

 [CONTINUED ON NEXT PAGE] 09:43am

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CELL: 951-219-67

CUSTOMER NO. 204546	ADVISOR KORY FOSTER [redacted] 263246	TAG NO. 595	INVOICE DATE 01/02/10	INVOICE NO. FOCS825971
[redacted]	LABOR RATE [redacted]	MILEAGE 1,693	COLOR OXFORD WHT/	STOCK NO. F1199
MENIFEE, CA [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/F-150 SERIES/PK F150 S		DELIVERY DATE 11/15/09	DELIVERY MILES 20
	VEHICLE I.D. NO. 1 F T F W 1 C V 8 A F [redacted]		SELLING DEALER NO. 565	PRODUCTION DATE
[redacted]	R.T.E. NO.	P.O. NO	R.O. DATE 01/02/10	
	COMMENTS E# 223243683			MO: 1695

[VIP CARD# 8090-] 0

LABOR & PARTS----------

J# 1 49FOZ DOORS AND GLASS TECH(S):1119 WARRANTY

CUSTOMER REPORTS PASSENGER SIDE REAR WINDOW
WILL STALL WHILE IN USE. INSTALL SOP MOTOR
AND REGULATOR
REPLACED WINDOW REGULATOR AND MOTOR ASSEMBLY

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	9L3Z-1627000-A	REGULATOR ASY		WARRANTY
			JOB # 1 TOTAL PARTS		0.00
			JOB # 1 TOTAL LABOR & PARTS		0.00

J# 2 99FOZAINSTSOP INST. SOP TECH(S):9999 0.00

ORIGINAL R.O.#..... DATE ORDERED.....
ORIGINAL MILEAGE.....

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

ESTIMATE----------

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

COMMENTS----------

CALL PAGER.

TOTALS----------

THANK YOU FOR YOUR BUSINESS

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**

RECEIVED BY:

****
****

I ACKNOWLEDGE NOTICE AND VERBAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

CUSTOMER SIGNATURE

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

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G.O.G. = GAS, OIL, GREASE

 CUSTOMER COPY [END OF INVOICE] 11:40am

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CELL: 951-219-679

CUSTOMER NO	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
204546	KORY FOSTER 263246	5676	04/16/10	FOCS830481

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
	[redacted]	5,404	OXFORD WHT/	F1199

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/F-150 SERIES/PK F150 S	11/15/09	20

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F T F W 1 C V 8 A F [redacted]	565	

F.T.E. NO.	P.O. NO.	R.O. DATE
		04/15/10

[redacted]

MENIFEE, CA [redacted]

[redacted]

COMMENTS
E# 223243683

MO: 5409

[VIP CARD# 8090-] 0

LABOR & PARTS----------

J# 1 39FOZ#TEST/EEC *TEST EEC SYSTEM TECH(S):1119 WARRANTY

CUSTOMER REPORTS CHECK ENGINE LIGHT IS ON. INSPECT AND ADVISE. VEHICLE WILL HESITATE. SEE HISTORY ELECTRONIC ENGINE CONTROL TEST CODE P0171. PID MONITOR AND RECORD. VACUUM LEAK DIAG. PINPOINT TEST. FOUND AIR INTAKE BOOST LOOSE AT THE TROTTLE BODY. TIGHTENED HOSE. RETEST PASS.

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 30FOZ CHASSIS SUSPENSION TECH(S):998435 WARRANTY

CUSTOMER REPORTS TRACTION CONTROL LIGHT IS ON. INSPECT AND ADVISE
DIAG ABS SYSTEM. UNABLE TO COMMUNICATE WITH SYSTEM. INSPECT FUSES AT CENTRAL JUNCTION BOX. FOUND F36 BLOWN. REPLACED FUSE. CLEAR CODES AND ROAD TEST.

JOB # 2 TOTAL LABOR & PARTS 0.00

ESTIMATE----------

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

TOTALS----------

THANK YOU FOR YOUR BUSINESS

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**

RECEIVED BY:

****
****

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CUSTOMER SIGNATURE

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"RM" = REMANUFACTURED PART
G.O.G. = GAS, OIL, GREASE

 CUSTOMER COPY [END OF INVOICE] 11:13am

PE13-003 000959LCPV

Certified

FORD LINCOLN

Ford LINCOLN MERCURY

26895 Ynez Rd. 951-699-1302
TEMECULA, CALIF. 92591
EPA# CAR 000005066 BAR# ARD 109476

Serving you since 1984

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MICRO REFERENCE NUMBER	LABOR RATE			PRO RATA PERCENT	TOTAL LABOR	CORRECTED LABOR
$ PARTS $ LABOR $ TOTAL	MECH.	DIESEL				
Authorized Signature And Date	B-P	CLAIM CHGD. OR DENIED		PRO RATA PERCENT	TOTAL PARTS	CORRECTED PARTS
PROGRAM CODE / APPROVAL CODE OR NO. / COMMITMENT CODE	T7	CLAIM RETURNED			TOTAL CLAIM	CORRECTED TOTAL

1 2 3

SERVICE INSTALLED PARTS

DATE INSTALLED MO. DAY YR.	ACCRUED MILEAGE NO TENTHS	ORIGINAL R.O. NO.

(SIGNED) DEALER G[redacted] OR [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
204546	DEBBIE REUTZEL 997031	5368	12/03/10	RCCS957982

	LABOR RATE	MILEAGE	COLOR	STOCK NO.
[redacted]	[redacted]	12,411	OXFORD WHT/	F1199

	YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
MENIFEE, CA [redacted]	10/FORD TRUCK/F-150 SERIES/PK F150 S	11/15/09	20

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F T F W 1 C V 8 A F [redacted]	565	

F.T.E. NO.	R.O. NO.	R.O. DATE
		12/02/10

[redacted] COMMENTS E# 223243683 MO: 12411

VIP CARD# 8090- J 0

JOB# 1 CHARGES----------

LABOR----------

J# 1 00FOZTIS TIRE INFLATE SERVICE TECH(S):997031 WARRANTY

TIRE INFLATION SERVICE
SET TIRES TO FACTORY SPECS
TIRE INFLATION FRONT SET TO
35
TIRE INFLATION REAR SET TO
35

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX RCCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------

J# 2 00FOZ99P *MULTI-POINT INSP TECH(S):997031 WARRANTY

MULTI-POINT INSPECTION
PERFORM MULTI-POINT INSPECTION
SET TIRE PRESSURE TO FACTORY SPECS
ADJUST FRONT TIRE PRESSURE TO
ADJUST REAR TIRE PRESSURE TO

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX RCCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES----------

LABOR----------

J# 3 39FOZ *E.E.C. CONCERN TECH(S):997060 WARRANTY

REPORTS ~~EMISSION LIGHT~~ IS ON, WRENCH LIGHT AND ADV. LIGHT
ALL ON AT ONCE, FEELS HESITATION W/ACCELERATING
TEST EEC SYSTEM CODES P0010, P0020, P0102, P0135, P0141,
P0155, P0161, P0443, CHECK WIRING DIAGRAM AND FOUND ALL
COMPONENTS ARE POWERED OFF SAME FUSE. FUSE 76. FOUND FUSE
BLOWN. CHECK FOR SHORT NO SHORT PRESENT AT THIS TIME.
INSPECTED WIRE LOOM AND ALL COMPONENTS INVOLVED NO PROBEM
FOUND. UNABLE TO DUPLICATE CONCERN. REPLACED FUSE, CLEAR
CODES.
CHECK REPAIR HISTORY AND FOUND VEHICLE WAS AT ANOTHER
DEALER WITH SAME CODES 1 YEAR AGO.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	9L3Z-14526-EA	CIRCUIT BREAKE		WARRANTY
				TOTAL - PARTS	0.00

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX RCCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES----------

LABOR----------

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

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ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED RM = * REBUILT PARTS. SEE LAST DIGIT OF PART NUMBER FOR RM

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

A finance charge of 2% per month (minimum charge of 50 cents) which is an ANNUAL PERCENTAGE RATE OF 24% can be charged on all balances beyond 30 days. Payments, Credits, or Charges received after 25th of month will appear on your next statement. ENTIRE BALANCE is due and payable by the 10th of the month following purchase

 [CONTINUED ON NEXT PAGE] 04:38pm

PE13-003 000960LCPV

Blue Oval Certified Ford
FORD MERCURY LINCOLN
RANCHO Ford LINCOLN MERCURY
26895 Ynez Rd. (951) 699-1302
TEMECULA, CALIF. 92591
EPA# CAR 000005066 BAR# ARD 109476
Serving you since 1984
www.ranchoford.com service@ranchoford.net

MICRO REFERENCE NUMBER	LABOR RATE MECH	LABOR RATE DIESEL	PRO RATA PERCENT	TOTAL LABOR	CORRECTED LABOR
$ PARTS $ LABOR $ TOTAL	B-P	CLAIM CHGD. OR DENIED	PRO RATA PERCENT	TOTAL PARTS	CORRECTED PARTS
Authorized Signature And Date					
PROGRAM CODE / APPROVAL CODE OR NO / COMMITMENT CODE	T7	CLAIM RETURNED		TOTAL CLAIM	CORRECTED TOTAL

1	2	3
SERVICE INSTALLED PARTS		
DATE INSTALLED (MO. DAY YR.)	ACCRUED MILEAGE (NO TENTHS)	ORIGINAL R.O. NO.

SIGNED: DEALER, [redacted] OR [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
204546	DEBBIE REUTZEL 997031	5368	12/03/10	RCCS957982
[redacted]	LABOR RATE [redacted]	MILEAGE 12,411	COLOR OXFORD WHT/	STOCK NO. F1199
MENIFEE, CA [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/F-150 SERIES/PK F150 S		DELIVERY DATE 11/15/09	DELIVERY MILES 20
	VEHICLE I.D. NO. 1 F T F W 1 C V 8 A F [redacted]		SELLING DEALER NO. 565	PRODUCTION DATE
	[redacted] NO.		R. O. DATE 12/02/10	
[redacted]	COMMENTS E# 223243683			MO: 12411

LABOR----------
J# 4 49FOZ DOORS AND GLASS TECH(S):997062 WARRANTY
REPORTS L/F WINDOW SQUEELS BAD
VERIFIED SQUEEK AT L/F WINDOW WHILE ROOLING UP/DOWN. FOUND
WINDOW RUN CAUSING SQUEEK. CLEANED WINDOW RUN. SQUEEK STILL
PRESENT. REMOVED L/F DOOR PANEL FOR ACES TO REMOVE SIDE
MIRROR TO REPLACE WINDOW RUN. VERIFIED SQUEEK GONE.

PARTS------QTY---	FP-NUMBER	DESCRIPTION	UNIT PRICE-	
1	9L3Z-1521537-A	RUN - DOOR GLA		WARRANTY
			TOTAL - PARTS	0.00

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX RCCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------
J# 5 49FOZ-W/CONTSW REPL WIND SWITCH TECH(S):997062 WARRANTY
REPORTS R/R WINDOW INTERMITTENTLY WILL STALL OUT WHILE
GOING UP. WORKS OK WITH L/F WINDOW CONTROL
VERIFIED AT TIMES WINDOW WILL NOT ROLL UP/DOWN WHILE USING
R/R WINDOW SWITCH. REMOVED DOOR PANEL TO TEST FOR POWER
GROUND TO POWER WINDOW MOTOR. FOUND NO POWER AT TIMES. TEST
POWER WINDOW SWITCH. FOUND POOR INTERNAL CONTACTS CAUSING
WINDOW TO NOT FUNCTION AT TIMES. REPLACED R/R WINDOW SWITCH
VERIFIED WINDOW FUNCTIONING NORMALY.

PARTS------QTY---	FP-NUMBER	DESCRIPTION	UNIT PRICE-	
1	9L3Z-14529-AC	SWITCH - WINDO		WARRANTY
			TOTAL - PARTS	0.00

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX RCCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES----------

LABOR----------
J# 6+00FOZGBATT *BATTERY G TECH(S):997031 WARRANTY
X
BATTERY TEST GOOD

JOB# 6 TOTALS----------

JOB# 6 JOURNAL PREFIX RCCS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES----------

LABOR----------
J# 7+00FOZGBK *BRAKES G TECH(S):997031 WARRANTY
FRONT 10MM
REAR 10MM
OVER 5MM (DISC) OR OVER 2MM (DRUM)
GOOD LIFE REMAINING

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 [CONTINUED ON NEXT PAGE] 04:38pm

GOScH FORD LINCOLN MERCURY

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B.A.R. REG. # ARD 007386
EPA # CAL 000007012

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www.goschford.com service@goschford.net

A finance charge of 2% per month (minimum charge of 50 cents) which is an ANNUAL PERCENTAGE RATE OF 24% can be charged on all balances beyond 30 days. Payments, Credits, or Charges received after 25th of month will appear on your next statement. ENTIRE BALANCE is due and payable by the 10th of the month following purchase

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
204546	998854 Joel Williams	4180	APR 7 11	101544
[redacted]	LABOR RATE / LICENSE NO. [redacted]	MILEAGE 15460	COLOR	STOCK NO. F1199
	YEAR / MAKE / MODEL 2010 / Ford / F150		DELIVERY DATE	DELIVERY MILES
Menifee, CA [redacted]	VEHICLE I.D. NO. 1FTFW1CV8 AF[redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F. T. E. NO.	P. O. NO.	R. O. DATE APR 5 11	
[redacted]	COMMENTS (909) 890-4651			

Labor and Parts

J# 1 Tech(s) 997161 Internal Work

Customer States a long hesitation from a stop and excelleration (pause) before going check and advise
NO CODES STORED
TEST DROVE 12 MILES AND WASNT ABLE TO DUPLICATE AT THIS TIME

J# 2 00FOZ99P Tech(s) 0.00
MULTI-POINT INSPECTION
MPI 35 PSI ALL
PERFORM A MULTI-POINT INSPECTION

Job # 2 Total Labor & Parts 0.00

J# 3 00FOZGBATT Tech(s) 0.00
*BATTERY G
..1
BATTERY TEST GOOD

Job # 3 Total Labor & Parts 0.00

J# 4 00FOZGBK Tech(s) 0.00
*BRAKES G
..1
OVER 5MM (DISC) OR OVER 2MM (DRUM) GOOD LIFE REMAINING

Job # 4 Total Labor & Parts 0.00

J# 5 00FOZGTIRE Tech(s) 0.00
*TIRES G
..1
TIRES MEASURE 7/32' OR GREATER VERY GOOD LIFE REMAINING

Job # 5 Total Labor & Parts 0.00

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

Notice To Our Service Customers

Our charges are not based on actual technicians time. Factors which influence labor charges may include job complexity, specialized training and equipment, and length of time required for the specific job.

You will be charged no more than the estimated price approved by you. If we discover that additional or different repairs are necessary, you will be contacted in advance for your approval.

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaim All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

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ALL PARTS ARE NEW UNLESS SPECIFIED WITH "RM" AS THE LAST DIGITS OF THE PART NUMBER
"RM" = REMANUFACTURED PART
G.O.G. = GAS, OIL, GREASE

ber: 528491 Invoice No: 306584

INVOICE

PAGE 1

You get more at LAKEELSINORE Ford

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(951) 471-4100
www.lakeelsinoreford.com

BAR # ARD246772 EPA# CAL000309730

SEN
[redacted]

Bus: :N/A Cell:

SERVICE ADVISOR: 8873 DANI AKKERMAN

YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
10	FORD F150	1FTFW1CV8AF[redacted]	[redacted]	16254 16261	T1613

PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
		17:00 30MAY11			CASH	25MAY11

ED	READY	OPTIONS: DLR:06787 ENG:5.4_Liter
5/4/2011 Y11	10:51 25MAY11	

21

DE TECH TYPE HOURS LIST NET TOTAL

R STATES THAT WHILE DRIVING WRENCH LIGHT CAME ON, LACK OF
OWER, HESITATION ON ACCEL, SERVICE ENGINE LIGHT ON AS WELL
RIFIED CUSTOMERS CONCERN , LACK OF POWER AND MIL ILLUMINATED.
JSE 76 BLOWN , CODES P0010,P0020
P0135,P0141,P0155,P0161,P0443 , CIRCUITS
DRIVEABILITY
8896 W94 (N/C)
9L3Z*14526*EA CIRCUIT BREAKER ASY (N/C)
3L3Z*6M280*EA SOLENOID - ENGINE VARIABLE TIM (N/C)
AL3Z*9D930*BA WIRE ASY (N/C)
ART#: COUNT:
TYPE:
CODE:

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

SOLENOID CIRCUIT SHORTED TO GROUND 9.10 VERIFIED
CONCERN , LACK OF POWER AND MIL ILLUMINATED. FUSE 76 BLOWN ,
10,P0020,P0135,P0141,P0155,P0161,P0443 , CIRCUITS CHECKED AND
LACED. 5/19/11 CODE P0020 , REPLACED VCT SOLENOID PER PINPOINT
UND SHORT TO GROUND ON VCT SOLENOID CIRCUIT BANK 2 , NO
OF WIRE FOUND BUT STILL INTERMITANTLY SHORTING , REPLACED
RING HARNESS AND ROADTESTED VEHICLE , REPAIR VERIFIED.
****
INT INSPECT. AND AS REQUIRED BY CA. REGULATION, WE PERFORMED
TIRE CHECK/INFLATION SERVICE ON YOUR VEHICLE. THE TIRES WERE
FLATED TO THE PRESSURE AS INDICATED RF_____ LF_____
_____ LR_____
INSPECTED THIS VISIT
ULTI-POINT INSPECT. AND AS REQUIRED BY CA.
REGULATION, WE PERFORMED A TIRE
CHECK/INFLATION SERVICE ON YOUR VEHICLE. THE
TIRES WERE INFLATED TO THE PRESSURE AS
INDICATED RF LF RR

ll major
rds

Dept Hours
0 am - 7:00 pm
- 5:00 pm

RE Ford

YOU GET MORE AT ELSINORE!

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

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

NSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PE13-003 000963LCPV

Customer Number: **528491** Invoice No: **313655**

INVOICE

PAGE 1

You get more at
LAKEELSINORE Ford
31500 AUTO CENTER DR. · LAKE ELSINORE, CA 92530
(951) 471-4100
www.lakeelsinoreford.com
BAR # ARD246772 EPA# CAL000309730

[redacted]

MENIFEE, CA [redacted]
[redacted]: [redacted]
Email: ,,,14.9%-.76

SERVICE ADVISOR: **8916 CALEB NICHOLSON**

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	10	FORD F150	1FTFW1CV8AF[redacted]		21865 21865	T461

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10			17:00 17NOV11			CASH	17NOV11

R.O. OPENED	READY	OPTIONS: DLR:06787 ENG:5.4_Liter
08:22 17NOV11	16:43 17NOV11	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES VEHICLE WILL HESITATE WHEN ACCELERATING FROM A STOP
AT TIMES, USUALY UNDER MODERATE TO HARD ACCELERATION, ALSO
STATES CHECK ENGINE LIGHT WILL COME ON AT TIMES. CHECK AND
ADVISE

CAUSE: TEST DROVE VEH. VERIFIED CUST. COMPLAINT OF DELAYED-INOP
THROTTLE RESPONSE.PERF PID MONITOR ROAD TEST TP1&TP2-1500RPMS
TP1 25%,3.73 VOLTS.

S11 DRIVEABILITY
8913 TAFOYA,TOM LIC#: 9114
W94 158.99 158.99
1 8L3Z*9E926*A THROTTLE BODY AND MOTOR ASY 324.46 227.12 227.12
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
9114

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

21865 1.60 TEST DROVE VEH. VERIFIED CUST. COMPLAINT OF DELAYED/INOP THROTTLE RESPONSE.PERF PID MONITOR ROAD TEST TP1&TP2-1500RPM'S TP1 25%,3.73 VOLTS. TP2 38%,1.92 VOLTS. IDLE TP1 13.7%-4.3 VOLTS. TP2 14.9%-.76 VOLTS. ACCELERATION NO RESPONCE 0-14.9%.PERFORMED SIGNAL & WIGGLE TEST.CONNECTOR FOR FLUXUATION % OR VOLTAGE, NONE.PERF EEC TEST.P1000 NO STORED DTC'S. CKD MODE 6 FOR FAILURES. REPLACED THROTTLE BODY, CLEARED KAM, RETEST AND PERF DRIVE CYCLE. PERF FINAL EEC TEST,.....ALL GOOD.

****

B MULTI-POINT INSPECT. AND AS REQUIRED BY CA. REGULATION, WE PERFORMED
A TIRE CHECK/INFLATION SERVICE ON YOUR VEHICLE. THE TIRES WERE
INFLATED TO THE PRESSURE AS INDICATED RF_ LF_____ RR_____
LR_____

99P MULTI-POINT INSPECT. AND AS REQUIRED BY CA.
REGULATION, WE PERFORMED A TIRE
CHECK/INFLATION SERVICE ON YOUR VEHICLE. THE
TIRES WERE INFLATED TO THE PRESSURE AS
INDICATED RF LF RR

We accept all major credit cards

Service and Parts Dept Hours
Monday thru Friday 7:00 am - 7:00 pm
Saturday 8:00 am - 5:00 pm

LAKEELSINORE Ford

YOU GET MORE AT ELSINORE!

ORIGINAL ESTIMATE $ | AUTHORIZED ADDITIONS $

NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

X _____
CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

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

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

X4S12.280_1

Customer Copy

PE13-003 000964LCPV

[redacted]

[redacted]

CT Corporation

Service of Process Transmittal

03/09/2012
CT Log Number 520117940

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

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, et al., Dfts.
DOCUMENT(S) SERVED:	Summons, Complaint, Cover Sheet, Notice(s), ADR Information, Stipulation
COURT/AGENCY:	San Diego County - Superior Court - San Diego, CA Case # 37201200093548CUBCCTL
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Failure to repair and/or correct defects on a 2010 Ford Edge, VIN: ZFMDK3GC8A[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 03/09/2012 at 14:35
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service
ATTORNEY(S) / SENDER(S):	Mark A. Johnson The Bickel Law Firm, Inc. 750 B Street Suite 1950 San Diego, CA 92101 619-374-4100
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 798154581362 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	C T Corporation System
PER:	Nancy Flores
ADDRESS:	818 West Seventh Street Los Angeles, CA 90017
TELEPHONE:	213-337-4615

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
FILED
CIVIL BUSINESS OFFICE 9
2012 MAR -7 P 2:31
CLERK, SUPERIOR COURT
SAN DIEGO COUNTY, CA

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

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

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

SHARON KAUFFMAN

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

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

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

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

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Diego County Superior Court
Hall of Justice
330 W. Broadway, San Diego, CA 92101

CASE NUMBER:
(Número del Caso):
37-2012-00093548-CU-BC-CTL

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):
Mark A. Johnson, SBN: 276753, The Bickel Law Firm, Inc., 750 B Street, Suite 1950, San Diego, CA 92101

DATE: *(Fecha)* MAR 07 2012 Clerk, by *(Secretario)* L. Pineda, Deputy *(Adjunto)*

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

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. [ ] as an individual defendant.
2. [ ] as the person sued under the fictitious name of *(specify)*:
3. [✓] on behalf of *(specify)*: Ford Motor Company
   under: [✓] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
   [ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
   [ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
   [ ] other *(specify)*:
4. [✓] by personal delivery on *(date)*: 3/9/12

FILED
CIVIL BUSINESS OFFICE 9
CENTRAL DIVISION

2012 MAR -7 P 2: 31

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

THE BICKEL LAW FIRM, INC.
Brian J. Bickel, State Bar No. 205646
Brian K. Cline, State Bar No. 246747
Mark A. Johnson, State Bar No. 276753
markjohnson@bickellawfirm.com
750 B Street, Suite 1950
San Diego, California 92101-8107
Telephone: (619) 374-4100
Facsimile: (619) 231-9040

Attorneys for Plaintiff SHARON KAUFFMAN

VIA FAX

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

HALL OF JUSTICE

SHARON KAUFFMAN Plaintiffs, vs. FORD MOTOR COMPANY, and DOE 1 through DOE 10 inclusive, Defendants	Case No.: 37-2012-00093548-CU-BC-CTL COMPLAINT FOR VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT

Plaintiff alleges:

1. Plaintiff SHARON KAUFFMAN (hereinafter "Plaintiff") is and at all times mentioned herein were, competent adults.

2. Plaintiff is informed and believes and thereupon alleges that defendant FORD MOTOR COMPANY is a corporation.

3. Defendants DOE 1 through DOE 10 inclusive are sued herein pursuant to California Code of Civil Procedure §474. DOE 1 through DOE 10 are each independently, or as a representative of another defendant in this suit, responsible in some manner for the causes of action set forth herein and the damages sustained by Plaintiff.

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PE13-003 000968LCPV

4. Plaintiff purchased the subject 2010 Ford Edge, VIN: 2FMDK3GC8ABA20344 ("the subject vehicle") on or about August 23, 2009 from Perry Ford of National City, LLC in National City, CA. The subject vehicle is a new motor vehicle that was bought primarily for personal, family, or household purposes or it is a new motor vehicle with a gross vehicle weight under 10,000 pounds that was bought or used primarily for business purposes by an entity to which not more than five motor vehicles are registered in this state. The subject vehicle is a "new motor vehicle" under the Song-Beverly Consumer Warranty Act, Civil Code §§1790 et seq (the "Act").

5. Perry Ford of National City, LLC is engaged in the business of distributing or selling consumer goods at retail. Plaintiff is a "buyer" under the Act.

6. FORD MOTOR COMPANY manufactures, assembles, or produces consumer goods. FORD MOTOR COMPANY is a "manufacturer" under the Act.

7. FORD MOTOR COMPANY issued an "express warranty" to Plaintiff in which, *inter alia*, FORD MOTOR COMPANY undertook to preserve or maintain the utility or performance of the subject vehicle. Said warranty was an integral factor in Plaintiff's decisions to purchase the subject vehicle.

8. The subject vehicle has suffered from nonconformity(s) to warranty, including, but not limited to, defect(s) which have manifested in the vehicle stalling while at idle after starting, the vehicle not starting after a stall, and the vehicle stalling after letting off idle and going from park to reverse and/or while accelerating from a stop and/or happens while driving. Said nonconformity(s) have substantially impaired the vehicle's use, value, or safety to Plaintiffs.

9. Plaintiff has delivered the vehicle to FORD MOTOR COMPANY or its authorized repair facility(s) for repair of said nonconformity(s). FORD MOTOR COMPANY or its authorized repair facility(s) have failed to service or repair the subject vehicle to warranty after a reasonable number of attempts.

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PE13-003 000969LCPV

10. The subject vehicle was not fit for the ordinary purposes for which such goods are used and was not of the same quality as those generally acceptable in the trade. FORD MOTOR COMPANY breached the implied warranty of merchantability and implied warranty of fitness. Plaintiff is entitled to revoke acceptance of the subject vehicle under the Act.

11. FORD MOTOR COMPANY has not replaced the vehicle or otherwise made restitution to Plaintiff pursuant to its obligations under the Act.

12. Plaintiff is informed and believes and thereupon alleges that FORD MOTOR COMPANY's refusal to replace the vehicle or make restitution to Plaintiff was willful and not the result of a good faith and reasonable belief that the facts imposing said statutory obligation were absent.

13. Pursuant to the Act, Plaintiff is entitled to restitution in an amount equal to the actual price paid or payable by Plaintiff and collateral charges such as sales tax, license fees, registration fees, and other official fees less an amount directly attributable to use by Plaintiff prior to the time Plaintiff first delivered the vehicle for repair.

14. Plaintiff is entitled to recover incidental, consequential, and general damages, including, but not limited to, reasonable repair, towing, and rental car costs actually incurred by Plaintiffs.

15. Plaintiff is entitled to recover a civil penalty up to two times the amount of actual damages for FORD MOTOR COMPANY's willful refusal to comply with its statutory obligations under the Act.

16. Plaintiff is entitled to recover a sum equal to the aggregate amount of costs and expenses including attorney's fees based on actual time expended and reasonably incurred in connection with the commencement and prosecution of this action.

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PE13-003 000970LCPV

WHEREFORE, Plaintiff prays judgment against FORD MOTOR COMPANY as follows:

1. For actual damages, including collateral charges, and incidental, consequential, and general damages. To date, such damages include, but are not limited to, in amounts according to proof, Plaintiff's down payment ($2,000.00), monthly finance payments to date (Est. $18,449.34), current vehicle registration (ATP), and, in amounts according to proof, pay off of the vehicle loan, future vehicle finance payments, repair expense(s), expenses inadvertently omitted herein, and other future expenses reasonably incurred by Plaintiff in connection with this action; and

2. For a civil penalty up to two times the amount of actual damages; and

3. For rescission of the contract and restitution of consideration; and

4. For interest on said sum from date of rescission to date of judgment herein; and

5. For attorney's fees based on actual time expended and reasonably incurred in connection with the commencement and prosecution of this action; and

6. For costs of suit incurred in connection with the commencement and prosecution of this action; and

7. For such other and further relief as the court deems proper.

DATED: March 6, 2012

THE BICKEL LAW FIRM, INC.
Attorneys for Plaintiff

By: MARK A. JOHNSON

PE13-003 000971LCPV

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Mark A. Johnson, State Bar No. 276753
THE BICKEL LAW FIRM, INC.
750 B Street, Suite 1950
San Diego, California 92101
TELEPHONE NO.: (619) 374-4100 FAX NO.: (619) 231-9040
ATTORNEY FOR (Name): Plaintiff Sharon Kauffman

FOR COURT USE ONLY
FILED
CIVIL BUSINESS OFFICE 9
CENTRAL DIVISION
2012 MAR -7 P 2:31
CLERK, SUPERIOR COURT
SAN DIEGO COUNTY, CA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego
STREET ADDRESS: 330 W. Broadway
MAILING ADDRESS:
CITY AND ZIP CODE: San Diego, CA 92101
BRANCH NAME: Hall of Justice

CASE NAME:
Sharon Kauffman v. Ford Motor Company, 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 3.402)

CASE NUMBER: 37-2012-00003548-CU-BC-CTL
JUDGE:
DEPT:

Items 1–6 below must be completed (see instructions on page 2).

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

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 (16)
☐ 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)
☐ Rule 3.740 collections (09)
☐ Other 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 3.400–3.403)
☐ 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 complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   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 postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. ☑ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action *(specify)*: 1; Violation of Cal. Civ. Code 1790 et seq.
5. This case ☐ is ☑ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

VIA FAX

Date: March 6, 2012
Mark A. Johnson
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

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

Superior Court of California
County of San Diego

NOTICE OF ASSIGNMENT TO IMAGING DEPARTMENT

This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website. This Program will be expanding to other civil courtrooms over time.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 90 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

All parties are ordered to place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

Please refer to the General Order - Imaging located on the San Diego Superior Court website at:

http://www.sdcourt.ca.gov/pls/portal/docs/page/sdcourt/civil2/civilimaging/012512_generalorder.pdf

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central TELEPHONE NUMBER: (619) 450-7075	
PLAINTIFF(S) / PETITIONER(S): Sharon Kaufman	
DEFENDANT(S) / RESPONDENT(S): Ford Motor Company	
KAUFFMAN VS. FORD MOTOR COMPANY	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2012-00093548-CU-BC-CTL

Judge: Richard E. L. Strauss Department: C-75

COMPLAINT/PETITION FILED: 03/07/2012

ALL CASES MUST COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW, EXCEPT FOR PARKING CITATION APPEALS

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants, and a Certificate of Service (SDSC form #CIV-345) filed within 60 days of filing.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service. (SDSC Local Rule 2.1.7)

CASE MANAGEMENT CONFERENCE: A Case Management Conference will be set within 150 days of filing the complaint.

ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION. IF THE CASE IS ORDERED TO ARBITRATION PURSUANT TO CODE CIV. PROC. 1411.11, THE COSTS OF ARBITRATION WILL BE PAID BY THE COURT PURSUANT TO CODE CIV. PROC. 1141.28.

FOR MORE INFORMATION, SEE THE ATTACHED ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2012-00093548-CU-BC-CTL CASE TITLE: Kauffman vs. Ford Motor Company

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:
(1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
(2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), *and*
(3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages
- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages
- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at http://www.sdcourt.ca.gov/adr.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge $150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	FOR COURT USE ONLY
PLAINTIFF(S): Sharon Kauffman	
DEFENDANT(S): Ford Motor Company	
SHORT TITLE: KAUFFMAN VS. FORD MOTOR COMPANY	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2012-00093548-CU-BC-CTL

Judge: Richard E. L. Strauss Department: C-75

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- ☐ Mediation (court-connected)
- ☐ Mediation (private)
- ☐ Voluntary settlement conference (private)
- ☐ Neutral evaluation (private)
- ☐ Non-binding private arbitration
- ☐ Binding private arbitration
- ☐ Non-binding judicial arbitration (discovery until 15 days before trial)
- ☐ Non-binding judicial arbitration (discovery until 30 days before trial)
- ☐ Other (*specify e.g., private mini-trial, private judge, etc.*): _____

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: *(Name)* _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____ Date: _____

Name of Plaintiff Name of Defendant

Signature Signature

Name of Plaintiff's Attorney Name of Defendant's Attorney

Signature Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 03/07/2012 JUDGE OF THE SUPERIOR COURT

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
2/2/2012	[redacted]	2FMDK3GC8AE[redacted]	2010 EDGE	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	794160070		
1/6/2012	[redacted]	2FMDK3GC8AE[redacted]	2010 EDGE	01
CLOSED	ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	794160070		

Ford Confidential

VEHICLE DETAIL

VIN:	2FMDK3GC8AB[redacted]	**Engine:**	3.5L 4V DOHC VCT SMPI V6 GAS
Make:	FORD	**Transmission:**	6 SPD AUTO TRANS 6F A
Model:	EDGE	**Paint Code/Color:**	WHITE SUEDE
Year:	2010	**Calibration:**	9Q11FW0A
Pay Load:		**Max Towing Weight:**	
GVWR:	05340	**Axle Ratio:**	
WheelBase:	111	**Warranty Start Date:**	8/23/2009
GCWR:		**Vehicle Build Date:**	7/24/2009
PEP Code:	100A		

Selling Dealers Name: PERRY FORDOF NATIONAL CITY
Selling Dealers P & A Code: 09149 **Selling Dealers Sales Code:** F71082
Selling Dealers Main Phone: 619-477-2711 **Selling Dealers Service Phone:** 619-477-2711

Vehicle Order Image

```
1 2 3 4 5 6 7 8 9 10  1 2 3 4 5 6 7 8 9 20  1 2 3 4 5 6 7 8 9 30  1 2 3 4 5 6 7 8 9 40  1 2 3 4 5 6 7 8 9 50
K 3 G A B[redacted]  [redacted]1 1 1 3 2     T   2  2 5 F 1 0 6 2          F F   E   2  J 3 E  5 4 E

1 2 3 4 5 6 7 8 9 60  1 2 3 4 5 6 7 8 9 70  1 2 3 4 5 6 7 8 9 80  1 2 3 4 5 6 7 8 9 90  1 2 3 4 5 6 7 8 9 100
    D   2 Z         F       3 7  1 B 0 8 2  4 2 V   W S       1 W             D C 2

1 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120 1 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150
F M D 8 A 5             1 0 0 A  9  C J C A

1 2 3 4 5 6 7 8 9 160
```

Ford Confidential

All Action Details for Issue

Print

VIN: 2FMDK3GC8AB[redacted] **Year:** 2010 **Model:** EDGE **Case:** 794160070
Name: MS[redacted] **Owner Status:** Original **WSD:** 2009-08-23
Symptom Desc: NO START ALL ENGINE TEMP **Primary Phone** [redacted]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK **Secondary Phone:**
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 01/06/2012

Action: TIER II ESCALATION - CUSTOMER PERCEIVES MULTIPLE REPAIR
Dealer: 05458 EL CAJON FORD **Origin Desc:** US CONCERN CASE BASE
Odometer: 26000 MI **Comm Type:** PHONE
Analyst Name: NIEVE, JAYLE ANN **Analyst:** JNIEVE12
Action Date: 01/05/2012 **Action Time:** 14.53.45.645 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
ELISA		MUNOZ	6197297742	PARENT

Comments CUSTOMER SAID: C/W[redacted]**SPANISH CALLER**-CUST STATED SHES HAD TO TAKE VEH TO THE DLR 5 TO 6 TIMES AND THE ISSUE IS STILL NOT RELOSVED-THE VEH TURNS OFF WHILE RUNNING AND DOESNT TURN ON AGAIN-TODAY CUST WENT OUT WITH THE VEH AND THE VEH WOULDNT START -VEH IS BEING TOWED TO DLR BY ROADSIDE-CUST IS UPSET HER VEH IS HAVING THIS ISSUE AND SHE WANTS IT FIXEDDEALER SAID: EL CAJON FORD 1595 E MAINEL CAJON CA 92021(619) 579-8888CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	1

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05458 EL CAJON FORD **Origin Desc:** DEALER
Odometer: 26000 MI **Comm Type:** VISIT
Analyst Name: TIM LYONS **Analyst:** T-LYONS6
Action Date: 01/05/2012 **Action Time:** 20.09.11.342 **Action Data:** No

Comments THE CAR HAS ONLY BEEN IN ONCE FOR THIS CONCERN AND IT IS AT OUR DEALER NOW AND WE CAN NOT FIND ANYTHING WRONG WITH IT AT THIS POINT IN TIME

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05458 EL CAJON FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 26000 MI **Comm Type:** PHONE
Analyst Name: CRISTIANO,TAMMY **Analyst:** TCRISTIA
Action Date: 01/06/2012 **Action Time:** 16.20.17.015 **Action Data:** No

Comments *CSM TAMMY EXT 77753* INITIAL CASE REVIEW- SPANISH SPEAKING CALLER REQUIRES SPANISH SPEAKING REP.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05458 EL CAJON FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 26638 MI **Comm Type:** INTERNET

Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 01/06/2012 **Action Time:** 18.39.04.505 **Action Data:** No

Comments CSM MELISSA CRUZ, X 77770 - ONLY VEH ON FILE - ACTIVE MAINT PLAN/NO ESP - PER AWS, VERIFIED ONE RELATED REPAIR - PER NHL, REPORT # CAFFA004 (1/6/12): RECOMMEND INSPECTING THE EVAP CARBON CANISTER FOR ANY SIGNS OF RAW FUEL, IF NOTED THE CANISTER WILL REQUIRE REPL AS WELL THE PURGE VALVE. ALSO THE VAPOR LINES WILL REQUIRE CLEANING WITH SHOP AIR, IF NOTED THIS CONCERN IS GENERALLY CAUSED BY AN OVER-FUELING CONDITION AT THE GAS STATION. ALSO RECOMMEND MONITORING THE FOLLOWING ETC PIDS AS WE HAVE SEEN ETB FAULTS CAUSE SIMILAR CONCERNS. ETC_ACT, ETC_DSD AND ETC. TRIM SHOULD NOT EXCEED 3 DEGREES DIFFERENCE BETWEEN THEM OR IN THE TRIM PID. IF NOTED THOROUGHLY INSPECT THE ETB WIRING FOR ANY CHAFFING OR PIN FIT ISSUES. ALSO PERFORMING A VOLT DROP TEST ON THESE CIRCUITS NOT TO EXCEED 0.2V DROP WHILE CURRENT IS FLOWING, USING A SUITABLE LOAD. LASTLY MONITOR THE FUEL PRESSURE WHILE THIS CONCERN IS PRESENT, TO DETERMINE IF A LOSS OF FUEL PRESSURE IS THE ROOT CAUSE FOR THIS CONCERN. ENGINE RUNNING FUEL PRESSURE SHOULD BE 65 PSI WITH A MECHANICAL FUEL GAUGE. ALSO NOTING FSE INVOLVEMENT IS NOT NECESSARY AT THIS TIME, AS THEY ARE DISPATCHED TO AID IN THE DIAGNOSIS OF CONCERNS, WHEN ALL POSSIBLE TESTS HAVE SEEMINGLY BEEN PERFORMED WITH NO RESOLUTIONS FOUND.

Action: CREATE FOLLOW UP
Dealer: 05458 EL CAJON FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 26638 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 01/06/2012 **Action Time:** 18.56.34.901 **Action Data:** Yes

Comments CSM MELISSA CRUZ, X 77770 - OBC TO C/W [redacted] - WAS ABLE TO REACH - CUST REITERATES ISSUES WITH STALLING WHEN DRIVING - CUST ALSO STATES THERE'S A CLUNKING NOISE IN THE STEERING WHEN TURNING - CUST STATES VEH IS CURRENTLY LOCATED AT DLRSHP - HAS BEEN THERE SINCE YESTERDAY - HAS BEEN WORKING WITH S/A HECTOR - SEEKING FOR VEH TO BE REPLACED - ADVISED CUST I WILL REVIEW HER REQUEST AND WILL CONTACT HER ON WEDS, 1/11

Data Element Name	Data Value
DATE OF FOLLOW UP:	01-11-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN ADDRESSED
Dealer: 05458 EL CAJON FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 26638 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 01/11/2012 **Action Time:** 12.50.07.274 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
ELISA		MUNOZ	6197297742	OTHER

Comments CSM MELISSA CRUZ, X 77770 - OBC TO C/W [redacted] - WAS ABLE TO REACH - CUST STATES SHE RECEIVED A CALL FROM THE DLRSHP AND THEY TOLD HER TO COME PICK UP VEH BECAUSE THEY COULDN'T VERIFY A CONCERN - STATES SHE WOULD LIKE AN ENGINEER TO COME OUT AND TEST DRIVE VEH WITH HER - ADVISED CUST ENGINEERING CAN ONLY BE INVOLVED ONCE CONCERN IS VERIFIED - CUST ADVISED HER NEXT STEPS WILL BE TO CONTACT AN ATTORNEY IF THIS ISSUE DOES NOT GET RESOLVED - DOES NOT BELIEVE THAT DLRSHP CAN'T VERIFY ISSUE; FEELS THEY DON'T WANT TO HELP HER - ADVISED CUST SINCE SHE HAS MY NUMBER, TO CONTACT ME ONCE CONCERN IS MORE FREQUENT - CUST ADVISED SHE WILL DO THAT - REP CLOSING CASE AT THIS TIME

Data Element Name	Data Value

CUSTOMER'S LTV SCORE	58
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05458 EL CAJON FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 26638 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 02/02/2012 **Action Time:** 17.18.06.394 **Action Data:** No

Comments IBC FROM CUST ([redacted]) - STATES EVER SINCE PURCHASE, VEH HAS BEEN ACTING UP - STATES VEH SUDDENLY TURNS OFF WHEN DRIVING - STATES DLRSHP CAN'T VERIFY CONCERN - WANTS FORD TO BUY VEH BACK - WAS TOLD A JAMES CRAWLEY IS THE CEO AND SHE HAS BEEN PLAYING PHONE TAG WITH HIM - ADVISED CUST THE CEO OF FMC IS ALAN MULALLY AND HE IS NOT A CONSUMER RESOURCE - ADVISED CUST FORD WILL NOT BE BUYING VEH BACK - ALSO ADVISED THAT DLRSHP CANNOT REPAIR VEH IF A CONCERN CANNOT BE DUPLICATED - RECOMMENDED FOR CUST TO TAKE HER VEH BACK TO THE DLRSHP IF SHE'S STILL HAVING CONCERNS - PROVIDED CUST HER CASE #

Ford Confidential

All Action Details for Issue

Print

VIN: 2FMDK3GC8AB[redacted] **Year:** 2010 **Model:** EDGE **Case:** 794160070
Name: MS[redacted] **Owner Status:** Original **WSD:** 2009-08-23
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED **Primary Phone:**[redacted]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED **Secondary Phone:**
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 005000 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 01/07/2010 **Action Time:** 22.03.36.098 **Action Data:** No

Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 011000 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 11/04/2010 **Action Time:** 22.27.01.364 **Action Data:** No

Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 026000 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 01/06/2012 **Action Time:** 22.45.49.303 **Action Data:** No

Comments DISPATCH COMPLETE

Ford Confidential

[redacted]

[redacted]

CT Corporation

Service of Process Transmittal

05/12/2011
CT Log Number 518509667

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

RE: **Process Served in Pennsylvania**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Letter, Attachments, Cover Sheet, Notice, Complaint, Verification
COURT/AGENCY:	Allegheny County, Court of Common Pleas, PA Case # AR-11-003467
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - Failure to repair and/or correct defects on a 2010 Ford F-150, VIN: 1FTEX1EWGAF[redacted]
ON WHOM PROCESS WAS SERVED:	CT Corporation System, Harrisburg, PA
DATE AND HOUR OF SERVICE:	By Certified Mail on 05/12/2011 postmarked on 05/10/2011
JURISDICTION SERVED :	Pennsylvania
APPEARANCE OR ANSWER DUE:	Within 20 days - Written Appearance // 09/09/2011 at 9:00 a.m. - Hearing
ATTORNEY(S) / SENDER(S):	David J. Gorberg David J. Gorberg & Associates, P.C. 32 Parking Plaza Suite 700 Ardmore, PA 19003 215-665-7660
REMARKS:	Postmark may not be legible on scanned image. Even though the Complaint indicates an Exhibit is attached, it was not included at time of receipt.
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 797093496393 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	CT Corporation System Sabra Dudding 116 Pine Street 3rd Floor, Suite 320 Harrisburg, PA 17101 717-234-6004

OFFICE OF THE GENERAL COUNSEL
11 MAY 13 P2:58
LITIGATION PRACTICE GROUP

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

DAVID J. GORBERG & ASSOCIATES, P.C.

32 PARKING PLAZA
SUITE 700
ARDMORE, PA 19003

1-800-MY-LEMON
1-800-695-3666

215-665-7660
FAX 215-563-8738

www.MyLemon.com

DAVID J. GORBERG*
LAURA L. APPLEGATE
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NEW JERSEY OFFICE
208 KINGS HIGHWAY SOUTH
CHERRY HILL, NJ 08034
(856) 354-2119

PITTSBURGH OFFICE
1900 ALLEGHENY BLDG.
429 FORBES AVENUE
PITTSBURGH, PA 15219
412-894-9970
FAX 412-894-9983

May 10, 2011

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

RE: [redacted] vs. Ford Motor Company
Docket No. AR-11-003467

Dear Sir/Madam:

Pursuant to the current Rules of Civil Procedure, we enclose herein the copy of the Civil Action Complaint, the original of which has been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within twenty (20) days from your receipt of this letter or a default judgment may be entered against you.

Very truly yours,

DAVID J. GORBERG

DJG/jm
Enclosure

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Marie Kahlan

From: webmaster.pro@county.allegheny.pa.us
Sent: Thursday, April 28, 2011 3:27 PM
To: mkahlan@mylemon.com; kristy@mylemon.com; david@mylemon.com; lapplegate@mylemon.com
Cc: promail@county.allegheny.pa.us
Subject: Filing Confirmation CaseID :TMP182675

The following electronic filings have been received by the Allegheny County Civil/Family Division. Please have this information available to check the status of these filings, or if you wish to submit exhibits by mail or fax.

Case nbr:TMP182675
Description:[redacted] vs Ford Motor Company
Docket Type:Complaint
Docket Number:1
Docket Date:04/28/2011
Docket Time:15:32:01
Status:Pending
Client ID:
Company ID:GORBERG
Sheriff's Amount:$0.00
Civil/Family Division's Amount:$139.50
Total Amount:$139.50
Files received:
G:\DOCS 11[redacted] - Lemon\scanned complaint.pdf

Your filings are being processed. Be advised this case is not officially filed until it is approved by Allegheny County Civil/Family Division. If approved, you will be notified via an electronic receipt and the official date and time of filing will be the date and time listed above At that time, your draw down account will be debited. In the event that this filing is not approved, your account will not be debited.
Thank you for using the Civil/Family Division Electronic Filing and Retrieval System.

Marie Kahlan

From: webmaster.pro@county.allegheny.pa.us
Sent: Thursday, April 28, 2011 3:41 PM
To: mkahlan@mylemon.com; kristy@mylemon.com; david@mylemon.com; lapplegate@mylemon.com
Cc: promail@county.allegheny.pa.us
Subject: Dockets approved confirmation CaseID :AR-11-003467

4/28/2011 Please be advised that the following case has been accepted by the Allegheny County Civil/Family Division. Temporary case number:TMP182675
Permanent case number:AR-11-003467
Description:Kokowski vs Ford Motor Company
Status:Approved. Docket details are as follows:
Case ID:AR-11-003467 Docket Type:COMPL
Sequence nbr:1
Amount:$139.50
Client ID:
Company ID:GORBERG.
Filing Date:4/28/2011 Filing Time:15:31:46.

Marie Kahlan

From: webmaster.pro@county.allegheny.pa.us
Sent: Thursday, April 28, 2011 3:42 PM
To: mkahlan@mylemon.com; kristy@mylemon.com; david@mylemon.com; lapplegate@mylemon.com
Cc: promail@county.allegheny.pa.us
Subject: Scheduled Event Notification :AR-11-003467

A hearing has been scheduled for Case Number 'AR-11-003467'
at Allegheny County Court House on 09/09/2011 at 09:00:00 in room no. CH523

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

COVER SHEET

Plaintiff(s)

GILBERT KOKOWSKI
719 Alturia Street
Pittsburgh, PA 15216

Vs

Defendant(s)

FORD MOTOR COMPANY
c/o CT Corporation
116 Pine St., Suite 320
Harrisburg, PA 17101

Case Number :

Type of pleading :

COMPLAINT

Code and Classification : 010

Filed on behalf of

GILBERT KOKOWSKI

(Name of the filing party)

[X] Counsel of Record

[ ] Individual, If Pro Se

Name, Address and Telephone Number :

DAVID J. GORBERG
1900 ALLEGHENY BLDG
429 FORBES STREET
PITTSBURGH PA 15219
412-894-9970

Attorney's State ID : 53084

Attorney's Firm ID :

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION-ARBITRATION DOCKET 10/03

GILBERT KOKOWSKI
PLAINTIFF

VS.

FORD MOTOR COMPANY
DEFENDANT

ARBITRATION DOCKET

NO. _____ - _____ - _____

HEARING DATE: _____
Room 523 5th Floor Courthouse
9:00 A.M.

NOTICE TO DEFEND

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

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

LAWYER REFERRAL SERVICE, The Allegheny County Bar Association, 920 City-County Building
414 Grant Street, Pittsburgh, PA 15219 TELEPHONE 412-261-5555

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Room 523 of the Allegheny County Courthouse, 436 Grant Street, Pittsburgh, Pennsylvania, on _____ at 9:00A.M. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

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

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGEMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING.
IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG
Identification No.: 53084
1900 Allegheny Building
429 Forbes Street
Pittsburgh, PA 15219
412-894-9970

Attorney for Plaintiff

Gilbert Kokowski
719 Alturia Street
Pittsburgh, PA 15216

COURT OF COMMON PLEAS

vs.

ALLEGHENY COUNTY

Ford Motor Company
C/O CT CORPORATION
116 PINE STREET
SUITE 302
HARRISBURGH PA 17101

COMPLAINT

1. Plaintiff, Gilbert Kokowski, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing 719 Alturia Street, Pittsburgh, PA 15216

2. Defendant, Ford Motor Company is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania and can be served c/o CT Corporation, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about June 2010, Plaintiff purchased a new 2010 Ford F-150 (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FTEX1EWDAFC34478. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled more than $30,000.00.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about June 2010, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of but was not limited to defective engine. Copies of repair receipts are attached hereto and marked as Exhibit "A".

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

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for

the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

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

19. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

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

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which

substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiff uses the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.

34. 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.

35. Section 15 U.S.C. §2310 (d) (1) 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.

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle. plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

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

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods

of competition to include the following:

(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.

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY:_____
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, after having read the attached pleading verifies that the within Civil Action Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that he has read the within Civil Action Complaint and that they are true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the Civil Action Complaint are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X_____
DAVID J. GORBERG

Date: _____

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
5/4/2011	[redacted]	1FTEX1EW0AF[redacted]	2010 F-SERIES	04
CLOSED	CLP-IN-BUYBACK - CUST PERCEIVES TWO REPAIRS	397801051		
5/4/2011	[redacted]	1FTEX1EW0AF[redacted]	2010 F-SERIES	01
CLOSED	MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY	397801051		
5/3/2011	[redacted]	1FTEX1EW0AF[redacted]	2010 F-SERIES	01
CLOSED	CLP - CRC SUPPORTS FIELD'S DECISION	397801051		
5/2/2011	[redacted]	1FTEX1EW0AF[redacted]	2010 F-SERIES	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	397801051		
4/21/2011	[redacted]	1FTEX1EW0AF[redacted]	2010 F-SERIES	01
CLOSED	CRC RELATED - SUPERVISOR REQUEST SUBMITTED	397801051		
4/21/2011	[redacted]	1FTEX1EW0AF[redacted]	2010 F-SERIES	01
CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	397801051		
4/20/2011	[redacted]	1FTEX1EW0AF[redacted]	2010 F-SERIES	01
CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	397801051		
4/20/2011	[redacted]	1FTEX1EW0AF[redacted]	2010 F-SERIES	01
CLOSED	MISC INQUIRY - HANGUPS	397801051		

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VEHICLE DETAIL

VIN:	1FTEX1EW0AF[redacted]	**Engine:**	R-M 4.6L SOHC EFI NA CIV8 G-NP
Make:	FORD	**Transmission:**	4 SP A/T 4R75E LIVONIA A
Model:	F-SERIES	**Paint Code/Color:**	VERMILION SOLID C/C
Year:	2010	**Calibration:**	AF616D0A
Pay Load:		**Max Towing Weight:**	
GVWR:	06900	**Axle Ratio:**	
WheelBase:	145	**Warranty Start Date:**	7/15/2010
GCWR:		**Vehicle Build Date:**	5/6/2010
PEP Code:	503A		

Selling Dealers Name: WOLTZ & WIND FORD, INC.
Selling Dealers P & A Code: 07467 **Selling Dealers Sales Code:** F44021
Selling Dealers Main Phone: 412-279-4551 **Selling Dealers Service Phone:** 412-279-4551

Vehicle Order Image

```
1 2 3 4 5 6 7 8 9 10  1 2 3 4 5 6 7 8 9 20  1 2 3 4 5 6 7 8 9 30  1 2 3 4 5 6 7 8 9 40  1 2 3 4 5 6 7 8 9 50
[redacted]  [redacted]  G C X  2  1 5 D Z 5 0 2  C D G  2 Q B 6 8 B

1 2 3 4 5 6 7 8 9 60  1 2 3 4 5 6 7 8 9 70  1 2 3 4 5 6 7 8 9 80  1 2 3 4 5 6 7 8 9 90  1 2 3 4 5 6 7 8 9 100
B N 5 F  2 5 5  B  L 5  3 4  4 W 0 1 4  6 1  E 4  A  C E  K  W 1

1 2 3 4 5 6 7 8 9 110  1 2 3 4 5 6 7 8 9 120  1 2 3 4 5 6 7 8 9 130  1 2 3 4 5 6 7 8 9 140  1 2 3 4 5 6 7 8 9 150
F T E 0  5  E  5 0 3 A  9  W Q P A

1 2 3 4 5 6 7 8 9 160
```

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All Action Details for Issue

Print

VIN: 1FTEX1EW0AF[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 397801051
Name: MR [redacted] **Owner Status:** Original **WSD:** 2010-07-15
Symptom Desc: STALLS/QUITS CRUISE **Primary Phone:** [redacted]
Reason Desc: CLP-IN-BUYBACK - CUST PERCEIVES TWO REPAIRS **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 05/03/2011

Action: TIER II ESCALATION - BUYBACK
Dealer: 07467 WOLTZ & WIND FORD, INC. **Origin Desc:** US CONCERN CASE BASE
Odometer: 17000 MI **Comm Type:** PHONE
Analyst Name: CONSALO, DEBRA **Analyst:** DCONSALO
Action Date: 05/02/2011 **Action Time:** 15.10.16.182 **Action Data:** No

Comments CUSTOMER SAID: 1FTEX1EW0AF[redacted] 2010 17000 MILES- SEE HISTORICALS..- VEH IS NO LONGER AT THE DLR-INTERMITTEN PROBLEM...-ATTEMPTED REPAIRS HAVE BEEN TRIED TO THIS VEH...- CUSTOMER IS ASKING FOR A BUYBACK ON THE VEH..DEALER SAID: WOLTZ & WIND FORD 2100 WASHINGTON PIKEHEIDELBERG, PA 15106 TEL:(866) 384-2889FAX:(412) 279-8226DISTANCE: 3.69 MILESCRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.-BEST CONTACT NUMBER FOR THIS CUSTOMER IS [redacted] BEFORE 12:00 NOON... . EASTERN TIME.....

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 07467 WOLTZ & WIND FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 17000 MI **Comm Type:** PHONE
Analyst Name: CURRY,SCOTT **Analyst:** SCURRY15
Action Date: 05/03/2011 **Action Time:** 12.26.57.049 **Action Data:** Yes

Comments CSM SCOTT X7776- IBC FROM CRM [redacted] X250 WHO ADVISED THAT THEY HAD A VDR ON THE VEH OVER THE WEEKEND AND COYLDN'T FIND ANYTHING WRONG WITH IT. DLR HAS ADVISED CUST THAT THEY WILL NOT CONTINUE TO TRY AND DUP THE ISSUE SINCE THEY HAVE TRIED MANY, MANY TIMES AND COULD NOT DUP THE ISSUE. >>>>>>>>>>>>> OBC TO CUST [redacted] CUST STATED THAT HE REFUSES TO DRIVE THE VEH WHEN IT HAS THE VDR ON OR OFF IT BECAUSE HE DOESN'T FEEL SAFE AND WANTS THE DLRSHP TO PROVIDE HIM A LIKE VEH WHILE HE HAS THEM TRYING TO DUP THE ISSUE. CSM ADVISED THAT THERE WILL BE NO BUYBACK UNLESS THE DLR CAN DUP THE ISSUE AND THEN CANNOT FIX IT. CUST STATED THAT HE WANTS A NEW VEH AT THE SAME AS WHAT HE PAID FOR THE ONE HE HAS NOW BUT THE DLR CANNOT PROVIDE HIM THAT EITHER. CSM ADVISED THAT CUST TAKE IT TO ANOTHER DLR BUT CUST REFUSED. CSM OFFERED AN X PLAN AND CUST IS CONSIDERING IT AND STATED THAT HE WILL CONTACT THE DLR BUT STATED THAT HE WANTS A LIKE VEH WHILE THEY HAVE IT. CSM ADVISED THAT WE CANNOT PROMISE THAT BUT WILL LOOK INTO IT.

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-06-2011
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CUSTOMER REFUSES SERVICE
Dealer: 07467 WOLTZ & WIND FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 17000 MI **Comm Type:** PHONE
Analyst Name: CURRY,SCOTT **Analyst:** SCURRY15
Action Date: 05/04/2011 **Action Time:** 10.51.49.034 **Action Data:** No

Comments CSM SCOTT X7776- IBC FROM CUST WHO STATED THAT HE REFUSES TO TAKE THE VEH WITH THE VDR ON IT. CUST STATES THAT HE DOESN'T WANT TO LOOSE MONEY ON A TRADE IN BUT DOESN'T WANT TO DRIVE THE VEH. CSM ADVISED THAT SINCE THE DLR HAS TRIED TO DUP THE ISSUE SEVERAL TIMES AND EVEN PUT A VDR ON AND DROVE IT FOR SEVERAL DAYS AND COULDN'T DUP THAT THERE IS NOTHING THAT FMC CAN DO TO HELP CUST OUT AT THIS TIME. CUST WANTS A BUYBACK BUT WAS DECLINED. CUST IS UNWILLING TO DRIVE THE VEH WITH A VDR AND WANTS THE DLR TO DO IT AND GIVE HIM A LIKE VEH TO USE WHILE THEY ARE TRYING TO DUP THE ISSUE. (GM STATED THAT THEY WILL NO LONGER GIVE THIS CUST RENTAL, LOANER OR GAS MONEY). CUST STATED THAT HE WILL LET IT SIT IN HIS DRIVEWAY OR TRADE IT IN BUT WILL NOT DRIVE THE VEH

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VIN: 1FTEX1EW0AF[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 397801051
Name: MR [redacted] **Owner Status:** Original **WSD:** 2010-07-15
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY **Secondary Phone** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: PUBLIC-PRIVATE OFFER
Dealer: **Origin Desc:** MANUAL - PHONE CSR
Odometer: 16000 MI **Comm Type:** PHONE
Analyst Name: DOREEN (CDOREEN),CHEESEMAN **Analyst:** CDOREEN
Action Date: 04/20/2011 **Action Time:** 09.35.27.652 **Action Data:** Yes

Comments CRC ADVISED: NO ALERT

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	COVERAGE QUESTION - WARRANTY/RECALL/ESP
PUBLIC-PRIVATE OFFER ACTIONS:	CUSTOMER NOT INTERESTED AT THIS TIME

Action: PUBLIC-PRIVATE OFFER
Dealer: **Origin Desc:** MANUAL - PHONE CSR
Odometer: 16500 MI **Comm Type:** PHONE
Analyst Name: DAIGNAULT , SUSAN **Analyst:** SDAIGNAU
Action Date: 04/21/2011 **Action Time:** 10.52.51.211 **Action Data:** Yes

Comments CRC ADVISED: ==CUST REQUESTED SUPERVISOR==DID NOT MAKE PRIVATE OFFER

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	MISCELLANEOUS/OTHER
PUBLIC-PRIVATE OFFER ACTIONS:	EXCLUDED CALL TYPE (LEGAL/BUYBACK/ANGRY)

Action: PUBLIC-PRIVATE OFFER
Dealer: **Origin Desc:** MANUAL - PHONE CSR
Odometer: 17000 MI **Comm Type:** PHONE
Analyst Name: RACIK, HEATHER **Analyst:** HRACIK
Action Date: 05/04/2011 **Action Time:** 10.21.30.028 **Action Data:** Yes

Comments CUSTOMER SAID: -NEED TO SPEAK WITH SCOTT...-- HAVING ISSUE WITH TRUCK STILL...CRC ADVISED: -AFTER READING HISTORICALS, I SPOKE WITH CRM SCOTT XT 7776 REGARDING MR[redacted], HE ASKED THAT I TRANSFER MR[redacted] OVER TO HIM.-I VERIFIED CUSTOMERS RECORD AND READ HISTORICALS BEFORE CONTACTING CRM SCOTT XT 7776

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	MISCELLANEOUS/OTHER
PUBLIC-PRIVATE OFFER ACTIONS:	CUSTOMER NOT INTERESTED AT THIS TIME

All Action Details for Issue

Print

VIN: 1FTEX1EW0AF[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 397801051
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-07-15
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: CLP - CRC SUPPORTS FIELD'S DECISION **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION
Dealer: 07467 WOLTZ & WIND FORD, INC. **Origin Desc:** US CONCERN CASE BASE
Odometer: 17000 MI **Comm Type:** PHONE
Analyst Name: TORRES CONNIE **Analyst:** CTORRE55
Action Date: 05/03/2011 **Action Time:** 12.51.15.258 **Action Data:** No

Comments CUSTOMER SAID: -CUST REQUEST TO SPEAK WITH SCOTTCRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK(NOTE TO CSR: SUPPORT THE DLR, REGION, DECISION)-TALKED WITH SCOTT -ADVICED CUST SCOTT WILL CALL HIM BACK IN A COUPLE OF HOURS

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All Action Details for Issue

Print

VIN: 1FTEX1EW0AF[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 397801051
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-07-15
Symptom Desc: STALLS/QUITS ACCELERATION **Primary Phone:**[redacted]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK **Secondary Phone:**[redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 04/18/2011

Action: TIER II ESCALATION - CUSTOMER PERCEIVES MULTIPLE REPAIR
Dealer: 07467 WOLTZ & WIND FORD, INC. **Origin Desc:** US CONCERN CASE BASE
Odometer: 16000 MI **Comm Type:** PHONE
Analyst Name: HARTLING, PATRICIA **Analyst:** PHARTLIN
Action Date: 04/15/2011 **Action Time:** 11.03.00.672 **Action Data:** No

Comments CUSTOMER SAID: -VEHICLE INTERMITTENTLY STALLS-HAS HAPPENED 8 TIMES SINCE HAVING VEHICLE-TOOK TO DEALERSHIP SEVERAL TIMES WITH THIS ISSUE AND THEY REPLACED THROTTLE BODY, BUT WERE UNABLE TO DUPLICATE -HAD A FLIGHT RECORDER ON IT AND COULD NOT DUPLICATE THE ISSUE-STALLS ON ACCELERATION AND AT BREAKING -DEALERSHIP WANTS CUST TO DRIVE VEHICLE WITH FLIGHT RECORDER ON VEHICLE AND CUSTOMER DOES NOT WANT TO DO THAT FOR SAFETY REASONS. STATES HE HAS ALMOST HAD THREE ACCIDENTS.DEALER SAID: WOLTZ & WIND FORD FORD CODE: 44D021 DEALER PROFILE 2100 WASHINGTON PIKEHEIDELBERG, PA 15106 TEL:(866) 384-2889FAX:(412) 279-8226DISTANCE: 3.69 MILESCRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-OBC TO DEALERSHIPZIGGY/SERV AD.-NO IDLE DIPS OR STALL DURING 195 MILES OF DRIVING-DEALERSHIP SUGGESTED FLIGHT RECORDED SO THAT CUSTOMER COULD CAPTURE CODE IF ISSUE REOCCURS.-ADVISED CUST THAT CCST WOULD BE CONTACTING HIM BACK NO LATER THAN TUESDAY-CUST VERY UPSET AND WANTS LOANER VEHICLE TO DRIVE.-ADVISED CUST VEHICLE IS NOT AT DEALERSHIP AND THERE IS NO ESP ON HIS VEHICLE TO PROVIDE FOR A LOANER, PREVIOUS LOANERS HAVE BEEN THE COURTESY OF THE DEALERSHP-CUST FEELS FORD IS TRYING TO INJURE HIM BY WANTING TO PUT A FLIGHT RECORDER IN HIS VEHICLE AND FORCING HIM TO DRIVE IT UNTIL THE ISSUE OCCURS.-BEST NUMBER TO REACH CUSTOMER IS: 4127210792

Action: CUSTOMER AWAITING SERVICE LOANER AVAILABILITY
Dealer: 07467 WOLTZ & WIND FORD, INC. **Origin Desc:** DEALER
Odometer: 16000 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER
Analyst Name: BOB HELSEL **Analyst:** B-HELSEL
Action Date: 04/15/2011 **Action Time:** 14.12.54.734 **Action Data:** No

Comments CALLED CUSTOMER LEFT MESSAGE WITH WIFE .WE WILL PROVIDE LOANER CAR,AND CONTINUE TO DRIVE CUSTOMERS VEHICLE WITH RECORDER ON VEHICLE.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07467 WOLTZ & WIND FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 16000 MI **Comm Type:** OTHER
Analyst Name: LEGAULT,JOLYNN **Analyst:** JLEGAUL2
Action Date: 04/18/2011 **Action Time:** 08.56.32.915 **Action Data:** No

Comments CSM JOLYNN X7747 CASE REVIEW _(LTV)_ 78 _(OWNER STS)_ ORIGINAL _(FORD ESP)_ NONE _(AWS) _ 1 RELATED _(NHL REP)_ AVAILABLE

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

Dealer: 07467 WOLTZ & WIND FORD, INC. SOLUTIONS TEAM

Odometer: 16000 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER

Analyst Name: LEGAULT,JOLYNN **Analyst:** JLEGAUL2

Action Date: 04/18/2011 **Action Time:** 09.36.04.578 **Action Data:** Yes

Comments _(CALLED CUSTOMER)_ SPOKE WITH MR [redacted] _ ADVISED CALLS ARE RECORDED _ REP HAS BEEN REVIEWING THE STALL ISSUES WITH THE 2010 F150 _ ADVISED REP IS AWARE THAT WOLTZ & WIND FORD HAS AGREED TO SUPPLY A LOANER VEHICLE WHILE THE DEALER DRIVES TO ATTEMPT TO DUPLICATE THE CONCERN _ MR [redacted] ADVISED THAT HAS NOT BEEN ARRANGED YET _ ADVISED THAT REP WILL WORK WITH THE DEALERSHIP TO ASSIST IN ANY WAY POSSIBLE WITH RESOURCES FOR DEALER _ ADVISED THAT UNTIL THE CONCERN OCCURS FOR THE DEALERSHIP, NO REPAIRS CAN BE MADE _ EVERY EFFORT FROM THE DEALER AND FORD WILL BE MADE TO GET THE VEHICLE TO ACT UP SO THAT THE DEALER CAN LOCATE THE CAUSE OF THIS ISSUE AND REPAIR THE VEHICLE _ ADVISED MR [redacted] TO REMAIN IN CONTACT WITH HIS SERVICE ADVISOR AT THE DEALERSHIP _ ADVISED THAT REP WILL CALL AS SOON AS A DIAGNOSIS IS AVAILABLE SO THAT WE CAN DISCUSS THE DIRECTION OF THE ISSUES _ ADVISED OF CASE NUMBER AND PHONE CONTACT FOR REP IF CUSTOMER NEEDS TO SPEAK WITH REP WHILE AWAITING THE DIAGNOSIS

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-21-2011
TIME OF FOLLOW UP (HH:MM):	18:00

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

Dealer: 07467 WOLTZ & WIND FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 16000 MI **Comm Type:** OTHER

Analyst Name: LEGAULT,JOLYNN **Analyst:** JLEGAUL2

Action Date: 04/21/2011 **Action Time:** 11.14.11.199 **Action Data:** Yes

Comments CSM REVIEWED _ CUSTOMER UNABLE TO ARRANGE LOANER WITH DEALER AS SA IS UNAWARE OF ARRANGEMENTS DUE TO EMPLOYEE CHANGES AT DEALERSHIP _ INBOUND AGENT ADVISED MR [redacted] CALLED IN TO REQUEST ASSISTANCE WITH ARRANGEMENTS _ INBOUND AGENT ADVISED MR [redacted] THAT REP IS WORKING ON MAKING BETTER ARRANGEMENTS FOR HIM AND WILL CALL TOMORROW BY NOON AT THE LATEST

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-22-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 07467 WOLTZ & WIND FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 16000 MI **Comm Type:** OUTBOUND CALL TO DEALER

Analyst Name: LEGAULT,JOLYNN **Analyst:** JLEGAUL2

Action Date: 04/22/2011 **Action Time:** 11.19.09.103 **Action Data:** No

Comments _(CALLED WOLTZ & WIND FORD)_ REVIEWED WITH MATT (SA) AT 412-279-4551 _ REP ADVISED CUSTOMER NEEDS LOANER TO WORK WITH REPAIRS _ SA INFORMED REP TO HAVE CUSTOMER CALL LOANER DEPT (LISA)

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

Origin Desc: CUSTOMER CARE

Dealer: 07467 WOLTZ & WIND FORD, INC. SOLUTIONS TEAM
Odometer: 16000 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER
Analyst Name: LEGAULT,JOLYNN **Analyst:** JLEGAUL2
Action Date: 04/22/2011 **Action Time:** 11.29.15.991 **Action Data:** Yes

Comments _(CALLED CUSTOMER)_ SPOKE WITH MR [redacted] _ REMINDED CALLS ARE RECORDED _ ADVISED REP HAS SET ARRANGEMENTS WITH MATT (SA) AT WOLTZ & WIND FORD _ ADVISED LOANER IS STILL AVAILABLE _ MR [redacted] ADVISED THAT HE IS REQUESTING A BUYBACK AS THAT IS ALL HE WANTS _ REP ADVISED THAT IS NOT AN OPTION AVAILABLE AT THIS TIME _ OVERALL WE NEED TO BERIFY THAT THE CONCERN IS OCCURRING AND IF IT IS AND WE ARE UNABLE TO REPAIR THE VEHICLE THEN WE CAN LOOK INTO THAT OPTION _ AT THIS TIME WE CAN'T EVEN VERIFY THAT THE CONCERN IS OCCURRING _ MR [redacted] ADVISED HE WANTS TO TRADE INTO THE SAME VEHICLE _ REP ADVISED THAT TRADE IS SOMETHING SALES DEPT CAN WORK WITH HIM ABOUT THAT _ MR [redacted] ADVISED HE WOULD ACCEPT A REPAIR _ REP ADVISED MR [redacted] TO CONTACT THE LOANER DEPT AT THE DEALERSHIP _ IF A VEHICLE LIKE HIS IS AVAILABLE, HE CAN TALK WITH LINDA ABOUT THAT WHEN HE SETS UP THE APPOINTMENT _ ADVISED REP WILL WORK WITH DEALER AND WILL CALL MR [redacted] AS SOON AS DIAGNOSIS IS AVAILABLE _ MR [redacted] AGREED AND THANKED REP

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-28-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 07467 WOLTZ & WIND FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 16000 MI **Comm Type:** PHONE
Analyst Name: CURRY,SCOTT **Analyst:** SCURRY15
Action Date: 04/22/2011 **Action Time:** 16.59.21.567 **Action Data:** No

Comments CSM SCOTT X7776- OBC TO SA MATT WHO ADVISED THAT THE CUST STATED THAT CSM JOLYNN TOLD HIM THAT HE COULD GET AN F150 LOANER AND THAT FMC WOULD PAY FOR IT. CSM REVIEWED CASE NOTES AND ADVISED SA THAT CSM STATED THAT LOANER IS AVAIABLE AND THAT IF A LIKE VEH (F-150) IS AVAIABLE THAT HE WILL NEED TO SPEAK WITH LINDA AT DLRSHP. SA MATT STATED THAT THEY ONLY HAVE FOCUS' FOR LOANERS . CSM STATED THAT WE WILL NOT AUTH A RENTAL.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 07467 WOLTZ & WIND FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 16000 MI **Comm Type:** PHONE
Analyst Name: CURRY,SCOTT **Analyst:** SCURRY15
Action Date: 04/28/2011 **Action Time:** 16.52.53.231 **Action Data:** Yes

Comments CSM SCOTT X7776- OBC TO SA MATT 412-279-4551 WHO ADVISED THAT THE CUST DROPPED OFF THE VEH AND WAS GIVEN A LOANER (DLR SAYS LAST TIME BECAUSE THEY DO NOT WANT HIM IN THIER VEH ANYMORE). A VDR IS BEING INSTALLED FOR THE LAST TIME SINCE THE ISSUE HAS NOT BEEN ABLE TO BE DUP. CUST WILL BE GIVEN ONE DAY AS HE STATED THAT THE ISSUE OCCURS DAILY AND IF NOT ABLE TO DUP ISSUE DLR WILL CLOSE RO AND NOT LOOK AT THIS VEH AGAIN.

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-02-2011
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN ADDRESSED
Dealer: 07467 WOLTZ & WIND FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 16000 MI **Comm Type:** PHONE

Analyst Name: CURRY,SCOTT **Analyst:** SCURRY15
Action Date: 05/02/2011 **Action Time:** 10.23.12.131 **Action Data:** Yes

Comments CSM SCOTT X7776- OBC TO SA BRIAN 412-279-4551 WHO ADVISED THAT THEY COULD NOT DUP THE ISSUE AND WILL NOT ATTEMPT TO DUP THE ISSUE ON THIS VEH ANY LONGER AS THEY HAVE LOST MONEY ON A VEH THAT HAS NO ISSUE EXCEPT THAT THE CUST HAS TREATED THE VEH POORLY. CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	78
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

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VIN: 1FTEX1EW0AF[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 397801051
Name: MR [redacted] **Owner Status:** Original **WSD:** 2010-07-15
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: CRC RELATED - SUPERVISOR REQUEST SUBMITTED **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: SUPERVISOR REQUEST LIVE ESCALATION
Dealer: **Origin Desc:** MANUAL - PHONE CSR
Odometer: 16500 MI **Comm Type:** PHONE
Analyst Name: DAIGNAULT , SUSAN **Analyst:** SDAIGNAU
Action Date: 04/21/2011 **Action Time:** 10.51.14.008 **Action Data:** Yes

Comments CUSTOMER SAID: ***SEE HISTORICS*** CUST HAS VEHICLE THAT HAS BEEN STALLING ==CUST HAS HAD IT TO DEALER ==DEALER COULD NOT DUPLICATE AND SENT CUST HOME WITH VEHICLE==CUST IS CONCERNED FOR HIS SAFETY AND IS REQUESTING THAT THIS ISSUE BE RESOLVED NOW OR THAT HE BE GIVEN A VEHICLE EQUIVALENT TO HISCRC ADVISED: CUST HAS BEEN ESCALATED==ADVISED CUST OF F\U FOR TODAY==CUST SAYS HE AS TO GO TO WORK SOON AND NEED TO SPEAK WITH SOMEONE NOW==CUST REQUESTED SUPERVISOR

Data Element Name	Data Value
ASSIGNED TO	APEARS38

Action: SUPERVISOR REQUEST LIVE CLOSE
Dealer: **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 16500 MI **Comm Type:** PHONE
Analyst Name: NABB (HNABB),HEATHER **Analyst:** HNABB
Action Date: 04/21/2011 **Action Time:** 11.24.09.545 **Action Data:** No

Comments * CAS HEATHER TOOK SUP CALL LIVE FROM COLD QUEUE *- CUST SAYS DLRSHP HAS MADE A FEW REPAIRS AND NOW THEY ARE UNABLE TO DUPLICATE ISSUE- CUST SAYS HE HAS CONTACTED JOLYNN TWICE AND NO CALLS BACK- CUST SAYS JUST WANTS HIS TO BE RESOLVED- SUP APOLOGIZED FOR CONCERN- SUP ADVISED SINCE CSM JOLYNN IS ON THE CASE, SHE WOULD BE THE BEST PERSON TO GET IN CONTACT WITH- SUP ADVISED CSM JOLYNN WILL CONTACT HIM BACK TOMORROW THE LASTEST, BY NOON- SUP ADVISED CSM JOLYNN IS WORKING WITH S/A TO GET HIM A LOANER VEH- CUST SAYS HE DOES NOT TRUST HIS VEH AND WOULD LIKE TO HAVE THE SAME VEH INSTEAD OF THIS ONE- CUST DAY#: [redacted] ESCALATION CLOSED *

All Action Details for Issue

Print

VIN: 1FTEX1EW0AF[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 397801051
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-07-15
Symptom Desc: STALLS/QUITS CRUISE **Primary Phone:** [redacted]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS
Dealer: **Origin Desc:** US CONCERN CASE BASE
Odometer: 16500 MI **Comm Type:** PHONE
Analyst Name: DAIGNAULT , SUSAN **Analyst:** SDAIGNAU
Action Date: 04/21/2011 **Action Time:** 10.46.23.028 **Action Data:** No

Comments CUSTOMER SAID: ***SEE HISTORICS***==VEHICLE STARTING STALLING AFTER HE PURCHASED IT==DEALER FOR TRANS ISSUE AND STALLING==RAN FINE FOR A WK OR TWO==STALLED AGAIN==REPLACED FULL THROTTLE BODY==STALLED AGAIN==BEEN THERE OR FOUR DAYS AND DEALER CAN NOT DUPLICATE ==DEALER GAVE VEHICLE BACK TO CUST COULD NOT DUPLICATE==CUST IS CONCERNED FOR SAFETY==AFRAID IT WILL STALL WHILE DRIVE AND CAUSE A WRECK==BOB HESEL NO LONGER WORKS AT DEALER==CUST WANTS ANOTHER VEHICLE EXACTLY LIKE HISDEALER SAID: ==WOLTZ & WIND FORD2100 WASHINGTON PIKEHEIDELBERG PA 15106(866) 384-2889CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.==CUST SAYS HE HAS TO GO TO WORK FOR 11:00 TO 8:00PM AND WILL NOT BE AVAILABLE ==CUST SAYS HE NEED THIS RESOLVED NOW ==CUST REQUESTING SUP

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTEX1EW0AF[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 397801051
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-07-15
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: OUTBOUND CALL TO FORD/MERCURY CUSTOMER
Dealer: **Origin Desc:** MANUAL - PHONE CSR
Odometer: 16000 MI **Comm Type:** PHONE
Analyst Name: DOREEN (CDOREEN),CHEESEMAN **Analyst:** CDOREEN
Action Date: 04/20/2011 **Action Time:** 09.34.00.361 **Action Data:** No

Comments CUSTOMER SAID: CALLED MONDAY AND LEFT MESSAGE - TOLD TO SALES ADVISORY MAN BOB HASSLE AND HE GOT FIRED - HE HAD ALL MY INFORMATION - CUST STATES NO RENTAL AND I HAVE THE VEH - I TALKED TO MAN IN SERVICE AND NO IDEA WHAT IS GONE ONE - CUST STATES VEH STALLS OUT RANDOMLY AND DOESNT HAPPEN ALL THE TIME - THE DEALER FIXED TRANS - NEXT TIME THROTTLE BODY IN AND STILL NOT FIXED - THEN LAST TIME - HAD VEH THREE TO FOUR DAYS AND CANT DUPLICATE THE PROBLEM - TOLD ME LIABILITY FOR MECHANICS TO DRIVE THE VEH AROUND- CUST STATES DEALER DID TALK TO ME ABOUT TRADE IN BUT I WILL LOSE MONEY THAT WAY AND PAYMENTS WILL BE HIGHER - I NEVER HAD THIS HAPPEN TO ME BEFORE WHERE BUY NEW VEH AND IT JUST CUTS OFF WHILE DRIVING - THIS ISNT SAFE AND I DONT WANT TO GET BACK INTO THAT VEH - I TRIED TO CALL CCS BUT WHEN I ENTER THE PHONE NUMBER IT SAYS HIT ONE IF FORD CUST OR TWO IF EMPLOYEE WHEN I HIT ONE JUST BOUNCES BACK OUT OF IT AND CANT PUT EXTENSION IN - SOMETHING WRONG WITH THE PHONE SYSTEMCRC ADVISED: - CRC WARM TRANSFER TO CCS JOELYNN - EXT 7747 - CUST GOT VOICE MESSAGE - CUST LEFT VOICE MESSAGE FOR CCS TO CALL HIM BACK - CUST NEEDS TO SPEAK TO CCS

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTEX1EW0AF[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 397801051
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-07-15
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: MISC INQUIRY - HANGUPS **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: HANG-UP
Dealer: **Origin Desc:** MANUAL - PHONE CSR
Odometer: 16000 MI **Comm Type:** PHONE
Analyst Name: DOREEN (CDOREEN),CHEESEMAN **Analyst:** CDOREEN
Action Date: 04/20/2011 **Action Time:** 09.14.21.646 **Action Data:** No

Comments CUSTOMER SAID: - CUST WANTS TO SPEAK TO CCS JOLYNNCRC ADVISED: - CALL GOT DISCONNECTED- EXT 7747

Ford Confidential

GCQIS Report Analysis

Report Summary

Report 1 of 3

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

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Report Detail Section : View Details Attachments: 0

Report# :	BCVAU012 NHL			**Received:**	03/
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X4,SUP CAB,STYSD ,1FTEX1EW0AF[redacted]			**Build Date:**	05/
Odometer :	15,313 M	**Engine:**	4.6L ROM B	**Calibration:**	AF6
Transmission:	4R75E	**Axle:**	3800F3.73L	**A/C:**	YES
Dealer:	USA 07467 Woltz & Wind Ford, Inc.			**Phone#:**	(41 455
City:	Heidelberg	**State:**	Pennsylvania	**Country :**	USA

Originator: DAVID LEWIS

Symptom: 6 07 6 93 DRVABL,STALL/QUITS,AT CRUISE,ALL ENGINE TEMP

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: STALLING CONCERN

Fix: **Causal Component :**

Condition Code:

Hotliner: RJANOVIC **Phone:** 000 317-6306 **Regn Cd:** G4 Pittsburgh

Engineering: **Phone:** **TAR:**

Dlr Contact: DAVID LEWIS **Phone:** 412 279-4551 **Title Cde:**

KOEO:

KOEC:

KOER:

Comments:

REPAIR 03/22/2011 02:26PM RICHARD JANOVICH MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN: VEHICLE STALLS WHILE DRIVING DIAGNOSTICS: SELF TEST PARTS REPLACED:: NONE TECH QUESTION: ANY KNOWN CONCERNS.TSB 10-21-06 DOES NOT APPLY. ENGINE BUILT DATE 03-05-10 PLEASE LIST ANY PERTINENT FREEZE FRAME DATA NONE PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE. NONE

RECOMM 03/22/2011 02:26PM RICHARD JANOVICH MSS - FCSD - TECH SVC HOTLINE

HELLO DAVID, THE COMMON CAUSE FOR A STALL ON THESE ENGINES IS A FAULTY THROTTLE BODY. THE TSB CANNOT BE CLAIMED FOR THIS VEHICLE BUT THE REPAIR DIRECTION IN THE TSB WILL REPAIR THIS VEHICLE. RECOMMEND TO REPLACE THE THROTTLE BODY AND RETEST.

Folder Number: File Report To This Folder File Report To A Folder

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Requester: MMACKIN1 17-May-2011

Report Summary **Ford Proprietary, Private** **Retention:** None

Server: ECCWS686

GCQIS Report Analysis

Report Summary

Report 2 of 3

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

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Report Detail Section : View Details Attachments: 0

Report# :	BDOBR088 CACVOC--or-- C1 0000822093M			**Received:**	04/
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X4,SUP CAB,STYSD ,1FTEX1EW0AF[redacted]			**Build Date:**	05/
Odometer :	16,000 M	**Engine:**	4.6L ROM B	**Calibration:**	AF6
Transmission:	4R75E	**Axle:**	3800F3.73L	**A/C:**	YES
Dealer:	USA 07467 Woltz & Wind Ford, Inc.			**Phone#:**	(41 455
City:	Heidelberg	**State:**	Pennsylvania	**Country :**	USA

Originator:

Symptom: 6 07 5 00 DRVABL,STALL/QUITS,ACCELERATION,OTHER-CODE NA

Status:

VFG: V52 DRIVEABILITY

Additional Symptom:

Fix: **Causal Component :**

Condition Code:

Cust: GILBERT KOKOWSKI **Home Phone:** (000) 000 - 0000

Work Phone: (000) 000 - 0000 **Region:** G4 Pittsburgh

Case Status: **Date:** 00 / 00 / 0000 **Vehicle Paint:** VERMILION SOLID C/C

KOEO:

KOEC:

KOER:

Comments:

OWNREL CUSTOMER SAID: -VEHICLE INTERMITTENTLY STALLS-HAS HAPPENED 8 TIMES SINCE HAVING VEHICLE-TOOK TO DEALERSHIP SEVERAL TIMES WITH THIS ISSUE AND THEY REPLACED THROTTLE BODY, BUT WERE UNABLE TO DUPLICATE -HAD A FLIGHT RECORDER ON IT AND COULD NOT DUPLICATE THE ISSUE-STALLS ON ACCELERATION AND AT BREAKING -DEALERSHIP WANTS CUST TO DRIVE VEHICLE WITH FLIGHT RECORDER ON VEHICLE AND CUSTOMER DOES NOT WANT TO DO THAT FOR SAFETY REASONS. STATES HE HAS ALMOST HAD THREE ACCIDENTS.DEALER

SAID: WOLTZ & WIND FORD FORD CODE: 44D021 DEALER PROFILE 2100 WASHINGTON PIKEHEIDELBERG, PA 15106 TEL:(866) 384-2889FAX:(412) 279-8226DISTANCE: 3.69 MILESCRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-OBC TO DEALERSHIPZIGGY/SERV AD.-NO IDLE DIPS OR STALL DURING 195 MILES OF DRIVING-DEALERSHIP SUGGESTED FLIGHT RECORDED SO THAT CUSTOMER COULD CAPTURE CODE IF ISSUE REOCCURS.-ADVISED CUST THAT CCST WOULD BE CONTACTING HIM BACK NO LATER THAN TUESDAY-CUST VERY UPSET AND WANTS LOANER VEHICLE TO DRIVE.-ADVISED CUST VEHICLE IS NOT AT DEALERSHIP AND THERE IS NO ESP ON HIS VEHICLE TO PROVIDE FOR A LOANER, PREVIOUS LOANERS HAVE BEEN THE COURTESY OF THE DEALERSHP-CUST FEELS FORD IS TRYING TO INJURE HIM BY WANTING TO PUT A FLIGHT RECORDER IN HIS VEHICLE AND FORCING HIM TO DRIVE IT UNTIL THE ISSUE OCCURS.-BEST NUMBER TO REACH CUSTOMER IS: 4127210792

OWNREL CALLED CUSTOMER LEFT MESSAGE WITH WIFE .WE WILL PROVIDE LOANER CAR,AND CONTINUE TO DRIVE CUSTOMERS VEHICLE WITH RECORDER ON VEHICLE.

OWNREL CSM JOLYNN X7747 CASE REVIEW _(LTV)_ 78 _(OWNER STS)_ ORIGINAL _(FORD ESP)_ NONE _(AWS)_ 1 RELATED _(NHL REP)_ AVAILABLE

OWNREL _(CALLED CUSTOMER)_ SPOKE WITH MR [redacted] _ ADVISED CALLS ARE RECORDED _ REP HAS BEEN REVIEWING THE STALL ISSUES WITH THE 2010 F150 _ ADVISED REP IS AWARE THAT WOLTZ & WIND FORD HAS AGREED TO SUPPLY A LOANER VEHICLE WHILE THE DEALER DRIVES TO ATTEMPT TO DUPLICATE THE CONCERN _ MR [redacted] ADVISED THAT HAS NOT BEEN ARRANGED YET _ ADVISED THAT REP WILL WORK WITH THE DEALERSHIP TO ASSIST IN ANY WAY POSSIBLE WITH RESOURCES FOR DEALER _ ADVISED THAT UNTIL THE CONCERN OCCURS FOR THE DEALERSHIP, NO REPAIRS CAN BE MADE _ EVERY EFFORT FROM THE DEALER AND FORD WILL BE MADE TO GET THE VEHICLE TO ACT UP SO THAT THE DEALER CAN LOCATE THE CAUSE OF THIS ISSUE AND REPAIR THE VEHICLE _ ADVISED MR [redacted] TO REMAIN IN CONTACT WITH HIS SERVICE ADVISOR AT THE DEALERSHIP _ ADVISED THAT REP WILL CALL AS SOON AS A DIAGNOSIS IS AVAILABLE SO THAT WE CAN DISCUSS THE DIRECTION OF THE ISSUES _ ADVISED OF CASE NUMBER AND PHONE CONTACT FOR REP IF CUSTOMER NEEDS TO SPEAK WITH REP WHILE AWAITING THE DIAGNOSIS

OWNREL CSM REVIEWED _ CUSTOMER UNABLE TO ARRANGE LOANER WITH DEALER AS SA IS UNAWARE OF ARRANGEMENTS DUE TO EMPLOYEE CHANGES AT DEALERSHIP _ INBOUND AGENT ADVISED MR KOKOWSKI CALLED IN TO REQUEST ASSISTANCE WITH ARRANGEMENTS _ INBOUND AGENT ADVISED MR [redacted] THAT REP IS WORKING ON MAKING BETTER ARRANGEMENTS FOR HIM AND WILL CALL TOMORROW BY NOON AT THE LATEST

OWNREL _(CALLED WOLTZ & WIND FORD)_ REVIEWED WITH MATT (SA) AT 412-279-4551 _ REP ADVISED CUSTOMER NEEDS LOANER TO WORK WITH REPAIRS _ SA INFORMED

REP TO HAVE CUSTOMER CALL LOANER DEPT (LISA)

OWNREL _(CALLED CUSTOMER)_ SPOKE WITH MR [redacted]_ REMINDED CALLS ARE RECORDED _ ADVISED REP HAS SET ARRANGEMENTS WITH MATT (SA) AT WOLTZ & WIND FORD _ ADVISED LOANER IS STILL AVAILABLE _ MR [redacted] ADVISED THAT HE IS REQUESTING A BUYBACK AS THAT IS ALL HE WANTS _ REP ADVISED THAT IS NOT AN OPTION AVAILABLE AT THIS TIME _ OVERALL WE NEED TO BERIFY THAT THE CONCERN IS OCCURRING AND IF IT IS AND WE ARE UNABLE TO REPAIR THE VEHICLE THEN WE CAN LOOK INTO THAT OPTION _ AT THIS TIME WE CAN'T EVEN VERIFY THAT THE CONCERN IS OCCURRING _ MR [redacted] ADVISED HE WANTS TO TRADE INTO THE SAME VEHICLE _ REP ADVISED THAT TRADE IS SOMETHING SALES DEPT CAN WORK WITH HIM ABOUT THAT _ MR [redacted] ADVISED HE WOULD ACCEPT A REPAIR _ REP ADVISED MR KOKOWSKI TO CONTACT THE LOANER DEPT AT THE DEALERSHIP _ IF A VEHICLE LIKE HIS IS AVAILABLE, HE CAN TALK WITH LINDA ABOUT THAT WHEN HE SETS UP THE APPOINTMENT _ ADVISED REP WILL WORK WITH DEALER AND WILL CALL MR [redacted] AS SOON AS DIAGNOSIS IS AVAILABLE _ MR KOKOWSKI AGREED AND THANKED REP

OWNREL CSM SCOTT X7776- OBC TO SA MATT WHO ADVISED THAT THE CUST STATED THAT CSM JOLYNN TOLD HIM THAT HE COULD GET AN F150 LOANER AND THAT FMC WOULD PAY FOR IT. CSM REVIEWED CASE NOTES AND ADVISED SA THAT CSM STATED THAT LOANER IS AVAIABLE AND THAT IF A LIKE VEH (F-150) IS AVAIABLE THAT HE WILL NEED TO SPEAK WITH LINDA AT DLRSHP. SA MATT STATED THAT THEY ONLY HAVE FOCUS' FOR LOANERS . CSM STATED THAT WE WILL NOT AUTH A RENTAL.

OWNREL CSM SCOTT X7776- OBC TO SA MATT 412-279-4551 WHO ADVISED THAT THE CUST DROPPED OFF THE VEH AND WAS GIVEN A LOANER (DLR SAYS LAST TIME BECAUSE THEY DO NOT WANT HIM IN THIER VEH ANYMORE). A VDR IS BEING INSTALLED FOR THE LAST TIME SINCE THE ISSUE HAS NOT BEEN ABLE TO BE DUP. CUST WILL BE GIVEN ONE DAY AS HE STATED THAT THE ISSUE OCCURS DAILY AND IF NOT ABLE TO DUP ISSUE DLR WILL CLOSE RO AND NOT LOOK AT THIS VEH AGAIN.

OWNREL CSM SCOTT X7776- OBC TO SA BRIAN 412-279-4551 WHO ADVISED THAT THEY COULD NOT DUP THE ISSUE AND WILL NOT ATTEMPT TO DUP THE ISSUE ON THIS VEH ANY LONGER AS THEY HAVE LOST MONEY ON A VEH THAT HAS NO ISSUE EXCEPT THAT THE CUST HAS TREATED THE VEH POORLY. CASE CLOSED

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Requester: MMACKIN1 17-May-2011

Report Summary **Ford Proprietary, Private** **Retention:** None

Server: ECCWS686

GCQIS Report Analysis

Report Summary

Report 3 of 3

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

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Report Detail Section : View Details Attachments: 0

Report# :	BEBD2389 CACVOC--or-- C1 00005827773M			**Received:**	05/(
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X4,SUP CAB,STYSD ,1FTEX1EW0AF[redacted]			**Build Date:**	05/(
Odometer :	17,000 M	**Engine:**	4.6L ROM B	**Calibration:**	AF6
Transmission:	4R75E	**Axle:**	3800F3.73L	**A/C:**	YES
Dealer:	USA 07467 Woltz & Wind Ford, Inc.			**Phone#:**	(41: 455
City:	Heidelberg	**State:**	Pennsylvania	**Country :**	USA

Originator:

Symptom: 6 07 6 00 DRVABL,STALL/QUITS,AT CRUISE,OTHER-CODE NA

Status:

VFG: V52 DRIVEABILITY

Additional Symptom:

Fix: **Causal Component :**

Condition Code:

Cust: GILBERT KOKOWSKI **Home Phone:** (000) 000 - 0000

Work Phone: (000) 000 - 0000 **Region:** G4 Pittsburgh

Case Status: **Date:** 00 / 00 / 0000 **Vehicle Paint:** VERMILION SOLID C/C

KOEO:

KOEC:

KOER:

Comments:

OWNREL CUSTOMER SAID: 1FTEX1EW0AF[redacted] 2010 17000 MILES- SEE HISTORICALS..-VEH IS NO LONGER AT THE DLR-INTERMITTEN PROBLEM...-ATTEMPTED REPAIRS HAVE BEEN TRIED TO THIS VEH...- CUSTOMER IS ASKING FOR A BUYBACK ON THE VEH..DEALER SAID: WOLTZ & WIND FORD 2100 WASHINGTON PIKEHEIDELBERG, PA 15106 TEL:(866) 384-2889FAX:(412) 279-8226DISTANCE: 3.69 MILESCRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR

CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.-BEST CONTACT NUMBER FOR THIS CUSTOMER IS 412-721-0792 BEFORE 12:00 NOON... . EASTERN TIME.....

OWNREL CSM SCOTT X7776- IBC FROM CRM KEN 412-279-4551 X250 WHO ADVISED THAT THEY HAD A VDR ON THE VEH OVER THE WEEKEND AND COYLDN'T FIND ANYTHING WRONG WITH IT. DLR HAS ADVISED CUST THAT THEY WILL NOT CONTINUE TO TRY AND DUP THE ISSUE SINCE THEY HAVE TRIED MANY, MANY TIMES AND COULD NOT DUP THE ISSUE. >>>>>>>>>>>>> OBC TO CUST [redacted] CUST STATED THAT HE REFUSES TO DRIVE THE VEH WHEN IT HAS THE VDR ON OR OFF IT BECAUSE HE DOESN'T FEEL SAFE AND WANTS THE DLRSHP TO PROVIDE HIM A LIKE VEH WHILE HE HAS THEM TRYING TO DUP THE ISSUE. CSM ADVISED THAT THERE WILL BE NO BUYBACK UNLESS THE DLR CAN DUP THE ISSUE AND THEN CANNOT FIX IT. CUST STATED THAT HE WANTS A NEW VEH AT THE SAME AS WHAT HE PAID FOR THE ONE HE HAS NOW BUT THE DLR CANNOT PROVIDE HIM THAT EITHER. CSM ADVISED THAT CUST TAKE IT TO ANOTHER DLR BUT CUST REFUSED. CSM OFFERED AN X PLAN AND CUST IS CONSIDERING IT AND STATED THAT HE WILL CONTACT THE DLR BUT STATED THAT HE WANTS A LIKE VEH WHILE THEY HAVE IT. CSM ADVISED THAT WE CANNOT PROMISE THAT BUT WILL LOOK INTO IT.

OWNREL CSM SCOTT X7776- IBC FROM CUST WHO STATED THAT HE REFUSES TO TAKE THE VEH WITH THE VDR ON IT. CUST STATES THAT HE DOESN'T WANT TO LOOSE MONEY ON A TRADE IN BUT DOESN'T WANT TO DRIVE THE VEH. CSM ADVISED THAT SINCE THE DLR HAS TRIED TO DUP THE ISSUE SEVERAL TIMES AND EVEN PUT A VDR ON AND DROVE IT FOR SEVERAL DAYS AND COULDN'T DUP THAT THERE IS NOTHING THAT FMC CAN DO TO HELP CUST OUT AT THIS TIME. CUST WANTS A BUYBACK BUT WAS DECLINED. CUST IS UNWILLING TO DRIVE THE VEH WITH A VDR AND WANTS THE DLR TO DO IT AND GIVE HIM A LIKE VEH TO USE WHILE THEY ARE TRYING TO DUP THE ISSUE. (GM STATED THAT THEY WILL NO LONGER GIVE THIS CUST RENTAL, LOANER OR GAS MONEY). CUST STATED THAT HE WILL LET IT SIT IN HIS DRIVEWAY OR TRADE IT IN BUT WILL NOT DRIVE THE VEH

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Requester: MMACKIN1 17-May-2011

Report Summary **Ford Proprietary, Private** **Retention:** None

Server: FCWS686

DEALER 44W 014 VIN 1FTEX1EW0AF[redacted]

		Suggested Retail Price		Invoice Amount	
	F15X 4X4 STYLESIDE SUPERCAB145	30590	00	27794	00
	2010 MODEL YEAR				
E4	VERMILLION RED CLEARCOAT				
CE	STONE CLOTH 40/20/40				
	PREFERRED EQUIPMENT PKG.503A				
	.AM/FM STEREO/CLOCK/SINGLE CD				
99W	4.6L 2V EFI V8 ENGINE				
44Q	ELECTRONIC 4-SPD AUTO O/D				
XB6	3.73 RATIO LIMITED SLIP AXLE	300	00	249	00
	6900# GVWR PACKAGE				
	JOB #2 ORDER				
	FLOOR CARPET DELETE				
422	CALIFORNIA EMISSIONS SYSTEM		NC	NC	
535	TRAILER TOW PACKAGE	350	00	291	00
	POWER BLACK MIRRORS				
61D	STX DECOR PACKAGE	745	00	618	00
	.P275/65R18 OWL ALL-TERRAIN				
	.CHROME STEP BAR				
	.18" MACH CAST ALUM WHEELS				
61S	STX PLUS PACKAGE	295	00	245	00
	.CRUISE CONTROL				
	.FOG LAMPS				
85A	POWER EQUIPMENT GROUP	995	00	826	00
C	CLOTH 40/20/40		NC	NC	
	TOTAL OPTIONS	2685	00	2229	00
	TOTAL VEHICLE & OPTIONS	33275	00	30023	00
	DESTINATION & DELIVERY	975	00	975	00
	TOTAL BEFORE DISCOUNTS	34250	00	30998	00
	##SPECIAL ADDED DISCOUNTS#				
	STX SPORT DISCOUNT	500	00-	415	00-
	TOTAL SAVINGS	500	00-	415	00-
	TOTAL FOR VEHICLE	33750	00		
	FUEL CHARGE			102	60
	FDAF/LMDA ASSESSMENT			503	00
	SHIPPING WEIGHT 5145 LBS.				
	TOTAL	33750	00	31188	60

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

Sold to

Tri Star Ford McKeesport, Inc.44W014
4201 Walnut Avenue
McKeesport PA 15132

Order Type	Ramp Code	Batch ID	Price Level
2	CC59	AD301	055

Ship to (if other than above)

Date Inv. Prepared			Item Number	Transit Days
04	30	10	44-Z502	04

Ship Through

Invoice & Unit Identification NO.	Final Assembly Point	Finance Company and/or Bank
1FTEX1EW0AF[redacted]	DEARBORN	Ford Motor Credit 000001

Total Holdback	Invoice Total	A & Z Plan	D Plan	X Plan
984	31188.60	29976.60	30076.60	31338.85

This invoice to be used for the billing of vehicles only

Dealer's copy

[redacted]

[redacted]

CA

BARNES LAW FIRM
ATTORNEYS AT LAW
25909 PALA, SUITE 310
MISSION VIEJO, CALIFORNIA 92653-7625
TELEPHONE (949) 459-5800
FACSIMILE (888) 429-2370
email: sbarnes@lemonlaw4california.com

*STEPHEN G. BARNES

*A Professional Corporation

RECEIVED

May 8, 2012

Ford Motor Company
Office of The General Counsel
Consumer Litigation
World Headquarters
1 American Road, Suite 400
Dearborn, Michigan 48126

FORD MOTOR COMPANY
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CLAIMS UNIT

MAY 22 2012

OFFICE OF THE
GENERAL COUNSEL

RE: [redacted]
2010 Ford Edge
Vin:2FMDK3GC3A[redacted]

To Whom it May Concern:

Please be advised that [redacted] has retained this office to represent him concerning the above-referenced vehicle. The following is a demand to facilitate settlement of this matter without the need of litigation. The damages set forth below are for settlement purposes only and should not be construed as an exhaustive list of damages claimed or suffered. Please direct all future communication concerning this matter to my attention.

FACTS

On July 5, 2010 [redacted] [redacted] purchased the above-referenced vehicle from Galpin Ford in North Hills, California. The vehicle came with a warranty from Ford Motor Company for 3 years or 36,000 miles.

Since Mr. [redacted] took possession of the Edge it has been delivered to authorized Ford service and repair facilities four (4) times for repair. The problems have included the following, many of which have been subject to repeat repair: the vehicle stalls when coming to a stop, the car stalled while driving and cranks but will not start, the engine stalls in traffic and is hard to re-start. 2(3)

The throttle body assembly was replaced, the fuel pump fuse was replaced, and the injector wiring was repaired at connector C182.

Re: [redacted]
2010 Ford Edge
Vin:1FTWW31P05E[redacted]

All of the above referenced problems were covered by the Ford Motor Company warranty.

LIABILITY

As you know, Civil Code Section 1790 et seq. requires a manufacturer of a warranted motor vehicle to provide restitution or to replace the vehicle from the buyer when a nonconformity covered by the warranty is not repaired after a reasonable number of repair attempts.

Here, the vehicle has been delivered to authorized Ford service facilities four (4) times for repair. The engine stalling has been subject to repair at least three (3) times. On average, Mr. [redacted] has taken his vehicle to the dealer for repair once every 5,000 miles. And, he has been without the use of this Edge approximately one (1) day for every 5,000 miles driven. A court would certainly find there has been a reasonable number of repairs to this vehicle.

The Civil Code requires that the nonconformity substantially impair the vehicle's use, value, or safety to the buyer. Here, the nonconformities substantially impair the vehicle's use, value, and safety to [redacted] [redacted]. The vehicle stalling is without question a substantial safety problem. The car has died in the middle of the road. Fortunately, Mr. [redacted] has not been involved in a major accident. This problem is a substantial impairment in value as no one would pay market price for a new vehicle with such a major safety issue. Mr. [redacted] use has clearly been impaired. Based on the nature of the problem with this vehicle has been in the shop there has been a substantial impairment in use and enjoyment to [redacted]. Mr. [redacted] has understandably lost all confidence in the continued reliability of this van.

Based on the foregoing, [redacted] requests that Ford provide restitution in accordance with the Song-Beverly Consumer Warranty Act. Should Ford Motor Company refuse to provide restitution, it may be required to pay Mr. [redacted] a civil penalty not to exceed two times his actual damages.

Re: [redacted]gi [redacted]
2010 Ford Edge
Vin:1FTWW31P05EC[redacted]

DAMAGES

[redacted] damages to date are as follows:

Lease Inception:	$ 1,360.00
Payments: 22 @ $395.10	$ 8,692.20
Registration:	$as verified
Usage Fee: based on 9,974 miles	$<2,428.78>
Total:	$ 7,623.42
Lease Balance:	$as verified
Attorney Fees:	$ 3,000.00

[redacted] has authorized this office to accept the following as full settlement of this matter.

Ford will:

(1) pay to [redacted] $7,623.42 plus verified registration and any other recoverable expenses he may incur between the date of this writing and the date of any potential settlement's completion;

(2) pay off the outstanding lease balance as verified; and

(3) pay attorney's fees of $3,000.00.

For this consideration, [redacted]gi [redacted] will:

(1) return the vehicle to Ford in an undamaged condition with normal wear and tear; and

(2) release Ford from any further liability in this matter.

Be advised this demand will remain open for thirty (30) days from the date of your receipt of this letter. I have enclosed copies of the pertinent documents related to the subject vehicle. I look forward to your prompt attention to this matter.

Sincerely,

BARNES LAW FIRM

Stephen G. Barnes

VEHICLE MAINTENANCE, INSURANCE AND USE

19. VEHICLE USE AND SUBLEASING You will not use, or permit others to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state where first titled or registered for more than 30 days without Finance Company's written consent, (d) outside the United States, except for less than 30 days in Canada or Mexico or (e) as a private or public carrier. You will keep this lease and Vehicle free of all liens and encumbrances. You will not assign or sublease any interest in the Vehicle or lease without Finance Company's written consent.

20. VEHICLE MAINTENANCE AND OPERATING COSTS Proper Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. The manufacturer will invalidate warranty coverage on parts affected by a failure to maintain the Vehicle as required by the manufacturer. (See Lessor Services, Item 15, on the front of this lease)

21. DAMAGE REPAIR You are responsible for repairs of All Damage which are not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to Exterior Sheet Metal, Plastic Components, and to Vehicle Safety Systems, including air bag, seat belt and bumper system components. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts. Discuss this requirement with Your insurance company prior to signing a collision repair estimate or before authorizing any collision repair work.

If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

22. VEHICLE INSURANCE If the state in which You title/register the Vehicle establishes or changes the minimum automobile liability insurance limits greater than those listed on the front of this lease in Section 17, "Vehicle Insurance Minimums," for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by the state. These amounts may not be sufficient to cover all Your liabilities. You may wish to consult Your insurance advisor about obtaining additional coverage. You will list the loss payee and additional insured as requested by Lessor. You must give Finance Company evidence of this insurance.

You authorize Finance Company, on Your behalf, to receive and endorse checks or drafts, and settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this lease or Holder's interest in the Vehicle.

If You or Finance Company obtain a refund for amounts paid to third parties for insurance, service contracts, or any other amount paid to a third-party included in the Gross Capitalized Cost of this lease, You must pay to the Holder the entire amount of the refund and You authorize the Holder to subtract the refund from the amount You owe under this lease.

LESSOR IS NOT PROVIDING VEHICLE INSURANCE OR LIABILITY INSURANCE

If you title/register the Vehicle in, or change the garage location of the Vehicle to a state where Finance Company has established minimum automobile liability insurance limits greater than those listed on the front of this lease for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by Finance Company.

ENDING YOUR LEASE

23. TERMINATION This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor or another place designated by Finance Company, and (c) the payment by You of all amounts owed under this lease. Finance Company may cancel this lease if You default.

24. RETURN OF VEHICLE If You do not buy the Vehicle at lease end, You must return it to Lessor unless Finance Company designates another place. Upon return of the Vehicle, You must pay the Disposition Fee shown on the front of the lease in Section 3, "Other Charges." If, upon termination of the lease, You enter into a lease agreement or retail installment contract for a new vehicle which is assigned to or administered by Finance Company, You will not be required to pay the Disposition Fee. If You fail to return the Vehicle, You must continue to pay the monthly payments plus other damages to Finance Company, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.

25. STANDARDS FOR EXCESS WEAR AND USE You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) Tires which are unmatched, unsafe or have less than 1/8 inch of remaining tread in any place; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented or rusted; (d) Interior rips, stains, burns or worn areas; and (e) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts. Your use or repair of the Vehicle must not invalidate any warranty.

If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

26. ODOMETER STATEMENT Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease.

27. VOLUNTARY EARLY TERMINATION AND RETURN OF THE VEHICLE You may terminate this lease early by returning the Vehicle to Lessor, unless Finance Company designates another place, and paying the following: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (b) all other amounts then due under this lease, plus (c) the Disposition Fee listed on the front of this lease in Section 3, "Other Charges."

You will never pay more than the sum of the remaining payments, plus any excess wear and use and mileage charges, and all other amounts then due under this lease.

VOLUNTARY EARLY TERMINATION AND PURCHASE OF THE VEHICLE You may purchase the Vehicle from Lessor or a party designated by Holder at any time for a purchase price that cannot exceed the following: (a) past due payments at the time of the purchase, plus (b) all other amounts then due under the lease (except excess wear and use and mileage charges), plus (c) any other charges, including the purchase option fee in Section 10, "Purchase Option at End of Lease Term", connected to the early termination and purchase, plus (d) the Unpaid Adjusted Capitalized Cost. You may also be charged for any taxes and other charges incidental to the sale. Payment of the purchase price will satisfy Your liabilities under this lease.

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an actuarial basis. Rent Charges are earned when due. Lessor or Finance Company will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and Finance Company, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense from an independent third party agreeable to Finance Company at least 5 days prior to any scheduled sale date of the Vehicle, or (c) if not established by agreement or appraisal, the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the Vehicle at wholesale.

Please contact Finance Company at the telephone number or website listed on the front of this lease if You have any questions regarding terminating Your lease.

DEFAULT AND LOSS OF VEHICLE

28. DEFAULT You will be in default if (a) You fail to make any payment

29. LOSS OR DESTRUCTION OF VEHICLE If the Vehicle is stolen or

DEFAULT AND LOSS OF VEHICLE

28. **DEFAULT** You will be in default if (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You are in default, and You have not exercised Your rights in Section 27, the "VOLUNTARY EARLY TERMINATION" paragraph, Finance Company may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Finance Company the right to go on Your property to peacefully retake the Vehicle. Even if Finance Company retakes the Vehicle, You must still pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Fair Market Wholesale Value, plus (b) all other amounts then due under this lease. You must also pay all expenses, including reasonable attorney's fees, payable by Finance Company to obtain and hold the Vehicle, collect amounts due and enforce Holder's rights under this lease. You authorize Finance Company to cancel Your insurance and apply any proceeds to Your obligation.

29. **LOSS OR DESTRUCTION OF VEHICLE** If the Vehicle is stolen or destroyed, You will pay to Finance Company: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under this lease, minus (c) any insurance proceeds received by Finance Company. <u>Gap Waiver:</u> If You had in effect the insurance required under this lease and Finance Company receives the full proceeds, You will pay to Finance Company: (a) any past due monthly lease payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease. Even if the Vehicle is insured, until Finance Company receives the appropriate amount above, You are responsible for the scheduled monthly payments.

ADDITIONAL INFORMATION

30. **ASSIGNMENT AND ADMINISTRATION** When You and Lessor sign this lease, Lessor will assign it to Holder. Finance Company or a substitute will administer this lease. You must then pay all amounts due under this lease to Finance Company. All payments must be made in U.S. funds.
If Finance Company is not the Holder of this lease, Holder has appointed Finance Company as its agent. As agent for Holder, Finance Company has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.

31. **TAXES** You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.

32. **TITLING** The Vehicle will be titled in the name of Holder. You will register the Vehicle as directed by Finance Company. You will pay all license, title and registration costs.

33. **INDEMNITY** You will indemnify and hold harmless Lessor, Finance Company and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You will promptly pay all fines and tickets imposed on the Vehicle or its driver. If You do not pay, You will reimburse Finance Company and pay a $99 administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.

34. **SECURITY DEPOSIT** Your security deposit may be used by Finance Company to pay all amounts that You fail to pay under this lease. You will not receive any interest, profits or other earnings on Your security deposit(s).

35. **CONSUMER REPORTS:** You authorize Finance Company and Holder to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this lease.

36. **GENERAL** Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth on the front of the lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be good.

ARBITRATION PROVISION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either You or Lessor/Finance Company/Holder ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between You and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

<u>RIGHTS YOU AND WE AGREE TO GIVE UP</u>
If either You or we choose to arbitrate a Claim, then You and we agree to waive the following rights:

- **RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY**
- **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION**
- **BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT**
- **RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR**
- **OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT**

<u>Rights You And We Do Not Give Up:</u> If a Claim is arbitrated, You and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the ownership interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

Either Party must contact any association below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association.

- American Arbitration Association ("AAA"), at 1-800-778-7879, or www.adr.org;
- National Arbitration Forum, at 1-800-474-2371, or www.arb-forum.com.

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of $125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause, other than waivers of class action rights, that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration clause shall be unenforceable.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

15505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2164
OPEN MON.-FRI. 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # AC011208 - BAR # RC011208 - BAR # AC246635

GALPIN LINCOLN

GALPIN MERCURY

[redacted]
Sherman Oaks, CA [redacted]
[redacted]
Phone (W): (818)
Phone Oth: (818)

Year/Make/Model: 2010 Ford Edge
VIN: 2FMDK3GC3 AB[redacted]
License Number: [redacted]
Stock Number: 104559
Tag Number: 36
Mileage In: 6865
Mileage Out: 6865

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: 91497
Estimate Amount: $
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number
564792
Printed: 02/17/2011 2:52 PM
Copy #: 1
Date Opened: 02/17/11
Date Notified:
Date Delivered:

Description		Hrs or Qty	List	Ext Total	Grand Total
1. Customer Concern					
PERFORM COMPLIMENTARY 1ST SERVICE. LUBE, OIL, AND FILTER, TIRE ROTATION AND MULTI POINT INSPECTION					
1 – Cause/Action to Take					
1STWORKS - MAINTNENACE					
1 – Correction/Action Taken					
PERFORMED COMPLIMENTARY 1ST SERVICE	91407				0.00
CHANGED ENGINE OIL AND FILTER					
ROTATED TIRES					
INSPECTED FRONT AND REAR BRAKES					
PERFORMED MULTI POINT INSPECTION					
Part Number / Failed / Description					
F1AZ6731BE / FILTER ASY-OIL		1			
XO5W20QSP / ENGINE OIL		6			
Sub Total Parts				Internal Work	
2. Customer Concern					
Tires Inflated to (PSI)					
LEFT FRONT 35 LEFT REAR 35					
RIGHT FRONT 35 RIGHT REAR 35					
1 – Cause/Action to Take					
TPCHECK -					
1 – Correction/Action Taken					
Tire Pressure check completed	91407				0.00
3. Customer Concern					
INSPECT TIRES AND TIRE TREAD DEPTHS					
1 – Cause/Action to Take					
GTIRE - MAINTENANCE					
1 – Correction/Action Taken					
INSPECTED TIRES AND TIRE TREAD DEPTH	91407				0.00

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BAR # AC011208 - BAR # RC011208 - BAR # AC246635

GALPIN LINCOLN

GALPIN MERCURY

[redacted]
Sherman Oaks, CA [redacted]
[redacted]
Phone (W): (818)
Phone (H): (818)

A/R Number
Customer Number: [redacted]
PO Number
Auth Number
Service Writer: 91497
Estimate Amount: $
Terms & Conditions:
Type of Sale: Retail

Invoice Number
564792
Printed: 02/17/2011 2:52 PM
Copy # 1
Date Opened: 02/17/11
Date Notified:
Date Delivered:

Year/Make/Model: 2010 Ford Edge
VIN: 2FMDK3GC3 AE[redacted]
License Number: [redacted]
Stock Number: 104559
Tag Number: 36
Mileage In: 6865
Mileage Out: 6865
Customer Signature

Description	Hrs or Qty	List	Ext Total	Grand Total
2 -- Cause/Action to Take				
GTIRE - MAINTENANCE				
2 -- Correction/Action Taken				
INSPECTED TIRES AND ALL TIRES HAVE 6/32 AND ABOVE REMAINING				0.00
4. Customer Concern				
INSPECT BRAKES				
1 -- Cause/Action to Take				
GBK - MAINTENANCE				
1 -- Correction/Action Taken				
INSPECTED BRAKES	91407			0.00
2 -- Cause/Action to Take				
GBK - MAINTENANCE				
2 -- Correction/Action Taken				
INSPECTED BRAKES AND BRAKES HAVE 6mm OR ABOVE REMAINING				0.00
5. Customer Concern				
PERFORM BATTERY TEST				
1 -- Cause/Action to Take				
GBATT - MAINTENANCE				
1 -- Correction/Action Taken				
PERFORMED BATTERY TEST	91407			0.00
2 -- Cause/Action to Take				
GBATT - MAINTENANCE				
2 -- Correction/Action Taken				
BATTERY PASSES LOAD TEST				0.00
6. Customer Concern				
RESET OIL CHANGE LIGHT				
1 -- Cause/Action to Take				
RST - MAINTENANCE				
1 -- Correction/Action Taken				
RESET OIL CHANGE LIGHT	91407			0.00

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GALPIN LINCOLN

GALPIN MERCURY

[redacted]
Sherman Oaks, CA [redacted]
[redacted]
Phone (W) (818)
Phone (Oth) (818)

Year/Make/Model 2010 Ford Edge
VIN 2FMDK3GC3 AB[redacted]
License Number [redacted]
Stock Number 104559 Mileage In 6865
Tag Number 36 Mileage Out 6865

A/R Number
Customer Nu[redacted] [redacted]
PO Number
Auth Number
Service Writer 91497
Estimate Amount $
Terms & Conditions
Type of Sale Retail
Customer Signature

Invoice Number
564792
Printed 02/17/2011 7:52 PM
Copy # 1
Date Opened 02/17/11
Date Notified
Date Delivered

Description	Hrs or Qty	List	Ext Total	Grand Total
7. Customer Concern				
PERFORM MULTI POINT INSPECTION				
1 -- Cause/Action to Take				
Q99P - LEFT FRONT PAD_8MM___ RIGHT FRONT PAD__8MM___ LEFT REAR PAD/SHOE_8MM____ RIGHT REAR PAD/ SHOE_8MM____				
1 -- Correction/Action Taken				
PERFORMED MULTI POINT INSPECTION		91497		0.00

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

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

RESERVATIONS 818-778-2172

I acknowledge notice and oral approval of an increase in the original estimated price
Signature or initials

SELF SERVICE SPECIALS @ WWW.GALPINSPECIALS.COM

Notice to Consumer: Please read important information on back

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

Please call for your reservation
(818) 778-2172

SERVICE DEPARTMENT HOURS

Monday - Friday 7:00 am - 7:00 pm
Saturday 8:00 am - 5:00 pm (Minor Services)

15505 Roscoe Boulevard
North Hills, CA 91343
Service Dept (818) 893-9494

LINCOLN

Quick Lane
TIRE & AUTO CENTER

GALPIN Ford

Multi-Point Inspection Report Card

Customer Name: [redacted] Year/Model: 2010 Date: 2/17/11

License Plate: VIN: [redacted] RO/ Tag: [redacted]

Mileage: 6865 Service Advisor: N. CK Technician:

CHECKED and OKAY | **MAY REQUIRE FUTURE ATTENTION** | **REQUIRES IMMEDIATE ATTENTION**

Inspect Each Service

OK		ADD	
■	CHECK & FILL	■	Window washer fluid level
■		■	Transmission fluid level
■		■	Brake fluid level
■		■	Power steering fluid level
■		■	Coolant recovery reservoir fluid level
■		■	4 x 4 transfer case, front drive axle, [illegible] fluid (truck only)
■		■	Operation of front, interior lights, exterior lamps, turn signals, hazard and brake lamps
■		■	Windshield wash or 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 and [illegible]
■		■	Suspension (shocks/struts for bounce, leaks, damage) and lubricate (as needed)

Check Every 15,000 Miles (Plus Above)

■		■	Brake system (including lines, hoses, and parking brake) and wheel for end play and bearing noise
■		■	Engine cooling system, hoses and clamps

Check Every 30,000 Miles (Plus Above)

■		■	Accessory drive belt(s)
■		■	Battery terminals (clean if necessary)
■		■	Clutch operation
■		■	Evaporative fuel system hoses and tubes (only at 60,000 mile intervals pre-1999 vehicles)

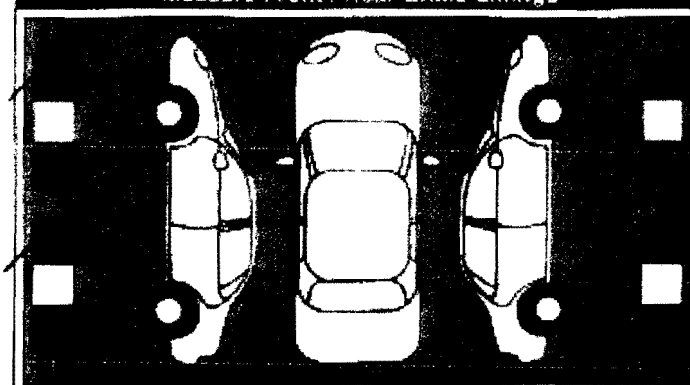
Check Battery Performance

- ■ Good
- ■ Recharge
- ■ Bad

Factory Spec Cold Cranking Amps

Actual Cold Cranking Amps

Measure Front / Rear Brake Linings



Over 5mm (Disc) or over 2mm (Drum)

3 to 5mm (Disc) or 1.01 to 2mm (Drum)

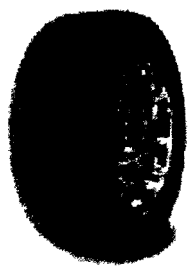
Less than 3mm (Disc) or 1mm or less (Drum)

Brake Measurements Not Taken This Service Visit ☐

Check Tires

TREAD DEPTH

LF		RF
■ 7/32 or Greater		7/32 or Greater ■
☐ 4/32 to 6/32		4/32 to 6/32 ☐
■ 3/32 or less		3/32 or less ■
■ 7/32 or Greater		7/32 or Greater ■
☐ 4/32 to 6/32		4/32 to 6/32 ☐
■ 3/32 or less		3/32 or less ■
LR		RR



WEAR PATTERN/DAMAGE

■	■	LF	RF	■	■
■	■	LR	RR	■	■

Tire Pressure Set to Factory Recommended FRONT REAR PSI

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SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # 011208 - BAR # RC011208 - BAR # 246635

GALPIN LINCOLN

[redacted]
Sherman Oaks, CA [redacted]
[redacted] Phone (W). (818)
Phone Oth. (818)

Year/Make/Model: 2010 Ford Edge
VIN: 2FMDK3GC3 AE[redacted]
License Number: [redacted]
Stock Number: 104559 Mileage In: 9974
Tag Number: 334 Mileage Out: 9976

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Estimate Amount: $ 1.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number
579749
Printed: 06/02/2011 3:01 PM
Copy # 1
Date Opened: 06/02/11
Date Notified: 06/02/11
Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total
1. Customer Concern				
Customer states VEHICLE SOMETIMES STALLS WHEN COMING TO A STOP				
1 – Cause/Action to Take				
VERIFY EEC TEST NO DTCS. DIAG BY SYMPTOM CHART PID MONITOR ETC TRIM LOAD 3.7% SPECS 3.5% MAX MONITOR TP VOLTAGE 4.4 VOLTS 1.2 VOLTS OK.				
1 – Correction/Action Taken				
REPLACED THROTTLE BODY ASSEMBLY.	90187			0.00
2 – Correction/Action Taken				0.00
3 – Correction/Action Taken				0.00
4 – Correction/Action Taken				0.00
Part Number / **Failed** / **Description**				
7T4Z9E926FA / THROTTLE BODY AND MOTOR ASY	1			
Sub Total Parts				Warranty
SubTotal Job # 1				Warranty
2. Customer Concern				
Tires Inflated to (PSI)				
LEFT FRONT___35___ LEFT REAR ___35____				
RIGHT FRONT___35___ RIGHT REAR____35___				
1 – Cause/Action to Take				
TPCHECK - ..				
1 – Correction/Action Taken				
Tire Pressure check completed				0.00
SubTotal Job # 2				Warranty

15505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2164
OPEN MON.-FRI. 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # [illegible] - BAR # RC[illegible] - BAR # 246635

GALPIN LINCOLN

[redacted]
Sherman Oaks, CA[redacted]
[redacted] Phone (W): (818)
Phone Oth: (818)

Year/Make/Model: 2010 Ford Edge
VIN: 2FMDK3GC3 AB[redacted]
License Number: [redacted]
Stock Number: 104559 Mileage In: 9974
Tag Number: 334 Mileage Out: 9975

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Estimate Amount: $ 1.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number
579749
Printed: 06/02/2011 3:01 PM
Copy # 1
Date Opened: 06/02/11
Date Notified: 06/02/11
Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total

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

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

RESERVATIONS: 818-778-2172

SEE SERVICE SPECIALS @ WWW.GALPINSPECIALS.COM

"I acknowledge notice and oral approval of an increase in the original estimated price."
Signature or initials

Notice to Consumer: Please read important information on back

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

IMPORTANT
You may receive a questionnaire from Ford Motor Company in the next few weeks regarding this service experience. If for any reason you can not grade us "Completely Satisfied" on question 1 please contact your Service Advisor or our Service Customer Representative.
Thank you.
(818) 778-2148

15505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2164
OPEN MON.-FRI. 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 829453131
BAR # 011208 - BAR # RC011208 - BAR # 246636

GALPIN LINCOLN

[redacted]
Sherman Oaks, CA [redacted]
[redacted] Phone (W): (818)
Phone Oth: (818)

Year/Make/Model: 2010 Ford Edge
VIN: 2FMDK3GC3 AB[redacted]
License Number: [redacted]
Stock Number: 104559 Mileage In: 20961
Tag Number: 497 Mileage Out: 21000

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Estimate Amount: $ $1.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number
625201
Printed: 04/12/2012 1:28 PM
Copy #: 4
Date Opened: 04/10/12
Date Notified: 04/11/12
Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total

1 -- Cause/Action to Take
GBK - MAINTENANCE
1 -- Correction/Action Taken
INSPECTED BRAKES AND BRAKES HAVE 6mm OR ABOVE REMAINING 0.00

Sub Total Parts Internal Work

5. Customer Concern
INSPECT TIRES AND TIRE TREAD DEPTHS
1 -- Cause/Action to Take
GTIRE - MAINTENANCE
1 -- Correction/Action Taken
INSPECTED TIRES AND ALL TIRES HAVE 6/32 AND ABOVE REMAINING 0.00

Sub Total Parts Internal Work

6. Customer Concern
Tires Inflated to (PSI)
LEFT FRONT___35___ LEFT REAR ___35____
RIGHT FRONT___35___ RIGHT REAR___35____
1 -- Cause/Action to Take
TPCHECK - ..
1 -- Correction/Action Taken
Tire Pressure check completed 0.00

Sub Total Parts Internal Work

7. Customer Concern
Customer States brake light bulb burned out.
1 -- Cause/Action to Take
TN
1 -- Correction/Action Taken
REPLACED BULB 91470 0.00

15505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2164
OPEN MON.-FRI. 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029463131
BAR # 011288 - BAR # RC011288 - BAR # 246635

GALPIN LINCOLN

[redacted]
Sherman Oaks, CA [redacted]
[redacted] Phone (W): (818)
Phone Oth: (818)

Year/Make/Model: 2010 Ford Edge
VIN: 2FMDK3GC3 AB[redacted]
License Number: [redacted]
Stock Number: 104559 Mileage In: 20961
Tag Number: 497 Mileage Out: 21000

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Estimate Amount: $ $1.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number
625201
Printed 04/12/2012 1:28 PM
Copy # 4
Date Opened: 04/10/12
Date Notified: 04/11/12
Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total
Part Number / **Failed** / **Description**				
F4CZ13466A / bulb	1			
Sub Total Parts				Internal Work

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

RESERVATIONS 818-778-2172

SEE SERVICE SPECIALS @ WWW.GALPINSPECIALS.COM

"I acknowledge notice and oral approval of an increase in the original estimated price."
Signature or initials _____

Notice to Consumer: Please read important information on back.

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

15505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2164
OPEN MON. FRI. 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 828453131
BAR # 011208 - RAR # RC011208 - BAR # 246535

GALPIN LINCOLN

[redacted]
Sherman Oaks, CA [redacted]
[redacted] Phone (W): (818)
Phone Oth: (818)
Year/Make/Model: 2010 Ford Edge
VIN: 2FMDK3GC3 AE[redacted]
License Number: [redacted]
Stock Number: 104559 Mileage In: 20961
Tag Number: 497 Mileage Out: 21000

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Nicholas Wheeler
Estimate Amount: $ $1.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number
625201
Printed: 04/12/2012 1 28 PM
Copy # 4
Date Opened: 04/10/12
Date Notified: 04/11/12
Date Delivered:

Description	Hrs or Qty	List	Ext Total	Grand Total

1. Customer Concern

CUSTOMER STATES VEHICLE DIED WHILE DRIVING AND NOW CRANKS BUT DOES NOT START. HAPPENED DURING A RIGHT TURN, CUSTOMER STATES THIS CAUSED HIS T HIT A CURB WHICH CAUSE TIRE / RIM DAMAGE.

1 – Cause/Action to Take

TN

1 – Correction/Action Taken

VERIFIED CONCERN, INSPECTION FOUND NO FUEL PRESSURE. NO VOLTAGE TO FUEL PUMP FOUND FUSE FAULTY,REMOVED AND REPLACED FUSE TESTED FUEL PUMP,ROADTESED VEHICLE NORMAL AT THIS TIME. OK ON 40 MILE ROAD TEST 90837 0.00

Sub Total Parts Internal Work

2. Customer Concern

PERFORM COMPLIMENTARY VEHICLE CHECK UP

1 – Cause/Action to Take

Q99P - LEFT FRONT PAD__8MM__ RIGHT FRONT PAD_8MM____
LEFT REAR PAD/SHOE_6MM____ RIGHT REAR PAD/SHOE__6MM___

1 – Correction/Action Taken

PERFORMED MULTI POINT INSPECTION 90837 0.00

Sub Total Parts Internal Work

3. Customer Concern

PERFORM BATTERY TEST

1 – Cause/Action to Take

BATT - MAINTENANCE

1 – Correction/Action Taken

PERFORMED BATTERY TEST 0.00

Sub Total Parts Internal Work

4. Customer Concern

INSPECT BRAKES

Please call for your reservation
(818) 778-2172

SERVICE DEPARTMENT HOURS

Monday - Friday 7:00 am - 7:00 pm
Saturday 8:00 am - 5:00 pm (Minor Services)

15505 Roscoe Boulevard
North Hills, CA 91343
Service Dept. (818) 893-9494

LINCOLN

Quick Lane
TIRE & AUTO CENTER

CALPIN Ford

Multi-Point Inspection Report Card

Customer Name: _____ Year/Model: _____ Date: _____

License Plate: _____ VIN: _____ RO/ Tag: _____

Mileage: _____ Service Advisor: _____ Technician: _____

CHECKED and OKAY | **MAY REQUIRE FUTURE ATTENTION** | **REQUIRES IMMEDIATE ATTENTION**

Inspect Each Service

OK		ADD	
	CHECK & FILL		Window washer fluid level
			Transmission fluid level
			Brake fluid level
			Power steering fluid level
			Coolant recovery reservoir fluid level
			4 x 4 transfer case, front drive axle, clutch reservoir fluid (truck only)
			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 and lubricate
			Suspension (shocks/struts for leaks/damage) and lubricate (as needed)

Check Every 15,000 Miles (Plus Above)

			Brake system (including lines, hoses, and parking brake) and wheels for end play and bearing noise
			Engine cooling system, hoses and clamps

Check Every 30,000 Miles (Plus Above)

			Accessory drive belt(s)
			Battery terminals (clean if necessary)
			Clutch operation
			Evaporative fuel system (lines and hoses) (only on 60,000 mile intervals pre-1995 vehicles)

Comments/other: _____

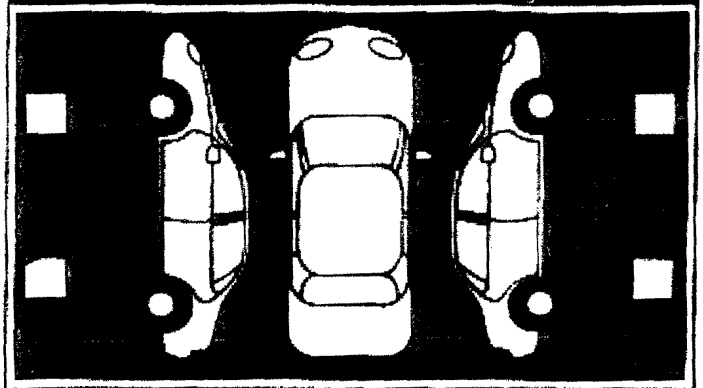
Check Battery Performance

- [x] Good
- [ ] Recharge
- [ ] Bad

Factory Spec Cold Cranking Amps: 590

Actual Cold Cranking Amps: 590

Measure Front / Rear Brake Linings

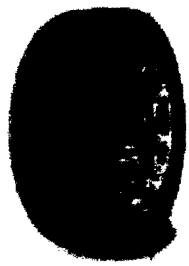


- [ ] Over 5mm (Disc) or over 2mm (Drum)
- [ ] 3 to 5mm (Disc) or 1.01 to 2mm (Drum)
- [ ] Less than 3mm (Disc) or 1mm or less (Drum)
- [ ] Brake Measurements Not Taken This Service Visit

Check Tires

TREAD DEPTH

LF	RF
[ ] 7/32 or Greater	[ ] 7/32 or Greater
[x] 4/32 to 6/32	[x] 4/32 to 6/32
[ ] 3/32 or Less	[ ] 3/32 or Less
[ ] 7/32 or Greater	[ ] 7/32 or Greater
[x] 4/32 to 6/32	[ ] 4/32 to 6/32
[ ] 3/32 or Less	[ ] 3/32 or Less
LR	RR



WEAR PATTERN DAMAGE

[ ] [x] LF	RF [x] [ ]
[ ] [x] LR	RR [ ] [ ]

Tire Pressure Set to Factory Recommended — FRONT 35 REAR 35 PSI

PE13-003 001037LCPV

SUNRISE FORD

Where Integrity Has Meaning
5500 LANKERSHIM BLVD.
NORTH HOLLYWOOD, CA 91601
PHONE: (213) 752-9800
(818) 752-9000
FAX: (818) 980-5408
www.sunriseford.com
F.I.N. 95-3411882
BAR RFG# ARD72998
E.P.A.# CAD981141199

CUSTOMER #: 762314

374154

INVOICE

DUPLICATE 1
PAGE 1

[redacted]
SHERMAN OAKS, CA [redacted]
HOME: CONT:N/A
BUS: CELL: [redacted]

SERVICE ADVISOR: 6084 DANIEL J BUHLER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	[redacted]
SILVER	10	FORD EDGE	2FMDK3GC3AB[redacted]		21673/21676	T3409

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
05JUL10 DD			18:00 27APR12		89.50	CASH	27APR12

R.O. OPENED	READY	OPTIONS:
[redacted]1:15 27APR12	15:32 27APR12	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES THE ENGINE STALLS IN TRAFFIC. SOMETIMES IT IS HARD TO RESTART. NOW IT DOESN'T START. CRANKS OK. TOWED IN.
CAUSE: CUST STATES ENGINE STALLED AND WONT RE-START.HOOKU P IDS RUN QUICK TEST,KOEO PASS,CONT PASS.RUN IDS DCL,ALL READINGS APPEAR NORMAL.HOOKUP I
S102 MISC DRIVEABILITY
2193 W95 3.00 (N/C)
PC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5397

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

21676 12650D,D80,D55,D45,DX1,9350B,9424AUP,14200A,M-TIME 3.00 CUST STATES ENGINE STALLED AND WONT RE-START.HOOKUP IDS RUN QUICK TEST,KOEO PASS,CONT PASS.RUN IDS DCL,ALL READINGS APPEAR NORMAL.HOOKUP IGN ANALYZER,HAS SPARK.HOOKUP FUEL PRESS GAUGE,0 FUEL PRESSURE.PINPOINT TEST EEC SYSTEM,FOUND NO POWER TO INERTIA SWITCH.INSPECTED BJB FUSE #68 WAS BLOWN.INSPECT CIRCUIT CE068(VIOLET/GREEN)SUPPLYS B+ TO INJECTORS,PCM,AND FUEL PUMP INERTIA SWITCH.INSPECT WIRING TO PUMP,NO SHORTS FOUND.R AND I UPPER PLENUM TO INSPECT WIRING TO RIGHT BANK INJECTORS,FOUND WIRE AT CYL#2 INJECTOR RUBBED THRU TO VALVE COVER,REPAIR WIRE AT CONNECTOR C182.RE-INSTALL UPPER PLENUM.RE-TEST SYSTEM,KOER PASS.ROAD TEST VEHICLE 3 MILES AFTER REPAIR,ALL OK AT THIS TIME.

****

B PERFORM MULTI-POINT INSPECTION (2-11)
CAUSE: SET TIRES TO FACT SPEC,35PSI FRONT AND REAR.
99P PERFORM MULTI-POINT INSPECTION (2-11)
2193 W95 0.00 (N/C)
PC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5397

WE APPRECIATE YOUR BUSINESS

THANK YOU FOR BRINGING YOUR VEHICLE TO THE VALLEY'S QUALITY SERVICE CENTER.

WE ALSO HAVE NEW AND USED FORDS, NEW LIGHT, MEDIUM AND HEAVY DUTY TRUCKS

OUR SERVICE CENTER IS OPEN
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

STOP BY AND SEE US FOR YOUR REGULAR SERVICE MAINTENANCE.

THIS IS YOUR RECEIPT AND CLAIM CHECK. ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.

NOTICE TO CONSUMER:
I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price; additionally I acknowledge receipt of additional consumer warranty and service information contained in the Parts & Service Warranty Disclaimer.

ORIGINAL ESTIMATE $ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE
X

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

Notice to Consumer: Please read important information on back.

CUSTOMER COPY

SUNRISE FORD

Where Integrity Has Meaning
5500 LANKERSHIM BLVD.
NORTH HOLLYWOOD, CA 91601
PHONE: (213) 752-9800
(818) 752-9000
FAX: (818) 980-5408
www.sunriseford.com
F.I.N. 95-3411887
BAR REG# ARD72998
E.P.A.# CAD981441199

FORD

CUSTOMER #: 762314

374154

INVOICE

DUPLICATE 1
PAGE 2

[redacted]
SHERMAN OAKS, CA [redacted]
HOME: CONT:N/A
BUS: CELL: [redacted]

SERVICE ADVISOR: 6084 DANIEL J BUHLER

COLOR	YEAR	[redacted]E/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
SILVER	10	FORD EDGE	2FMDK3GC3AB[redacted]		21673/21676	T3409

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
05JUL10 DD			18:00 27APR12		89.50	CASH	27APR12

R.O. OPENED	[redacted]	OPTIONS:
11:15 27APR12	15:32 27APR12	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

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

21673 SET TIRES TO FACT SPEC,35PSI FRONT AND REAR.

****

C** CHECKED AND OK
CAUSE: .
GBK CHECKED AND OK
2193 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5397

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

D** BATTERY CHECK GOOD
CAUSE: .
GBATT BATTERY CHECK GOOD
2193 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5397

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

****

E** MAY REQUIRE FUTURE ATTENTION
CAUSE: .
YTIRE MAY REQUIRE FUTURE ATTENTION
2193 W95 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5397

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MONDAY THRU FRIDAY 7:00 A.M. - 7:00 P.M.
SATURDAY AND SUNDAY, 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY 7:00 A.M. - 7:00 P.M.
SATURDAY, 8:00 A.M. - 5:00 P.M.

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ORIGINAL ESTIMATE $ ___
AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE
X

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

Notice to Consumer: Please read important information on back.

CUSTOMER COPY

SUNRISE FORD

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F.I.N. 95-3411662
[redacted]G# AR072998

CUSTOMER #: 762314

374154

INVOICE

DUPLICATE 1
PAGE 3

[redacted]

SHERMAN OAKS, CA [redacted]
HOME: CONT:N/A
BUS: CELL[redacted]

SERVICE ADVISOR: 6084 DANIEL J BUHLER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
SILVER	10	FORD EDGE	2FMDK3GC3AB[redacted]		21673/21676	T3409

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
05JUL10 DD			18:00 27APR12		89.50	CASH	27APR12

R.O. OPENED	READY	OPTIONS:
11:15 27APR12	15:32 27APR12	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

****

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MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 5:00 P.M.

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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $

CUSTOMER SIGNATURE

X

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

Notice to Consumer: Please read important information on back.

CUSTOMER COPY

Ford Service

Extended Service Plan ☐ Yes ☐ No

Owner Advantage Rewards Member #: Service Balance:

Vehicle REPORT CARD – Multi-Point Inspection as recommended by Ford Motor Company

Name: Make/Model/Year: State Inspec. Month:

E-Mail Address: Mileage:

Today's Date: RO/Tag: VIN #: Plate #:

SCHEDULED MAINTENANCE ITEMS*

DUE	SERVICED	DUE	SERVICED
☐ THE WORKS	☐	☐ Engine Air Filter	☐
☐ Oil Change & Filter	☐	☐ Engine Coolant	☐
☐ Tire Rotation	☐	☐ Transmission Fluid &/or Filter	☐
☐ Multi-Point Inspection	☐	☐ Cabin Air Filter	☐
☐ Fuel Filter	☐	☐ Spark Plugs	☐
☐ K Mile Scheduled Maintenance			☐

*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owners Manual or visit www.genuineservice.com for vehicle specific maintenance requirements.

FLUID LEVELS — SERVICED ☐

■ ■ Oil and/or fluid leaks

OK	FILL		OK	FILL		OK	FILL	
☐	☐	Engine Oil	☐	☐	Power Steering	☐	☐	Transmission (if equipped with dipstick)
☐	☐	Brake Reservoir	☐	☐	Window Washer	☐	☐	Coolant Recovery Reservoir

BATTERY — SERVICED ☐

State of Health: [redacted] 100%

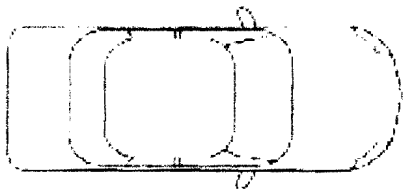
Battery Condition: ■ ☐ ■

Factory spec cold cranking amps 540 Actual cold cranking amps 525

WIPER BLADES — SERVICED ☐

☐ Wipe Test Performed ■ ■ Wiper Blades

EXTERIOR BODY



Note any existing exterior body damage or defects on diagram

SYNC VEHICLE HEALTH REPORT (VHR) — ACTIVATED ☐

VHR Activation ☐ Yes ☐ No ☐ N/A

May contribute to vehicle efficiency and promote a greener environment

■ Checked and OK at this time ☐ May require future attention ■ Requires immediate attention

SYSTEMS / COMPONENTS

	SERVICED
BRAKE SYSTEM	
■ ☐ ■ Brake system (including lines, hoses, and parking brake)	☐
STEERING / SUSPENSION	
■ ☐ ■ Shocks/struts and other suspension components for leaks and/or damage	☐
■ ☐ ■ Steering, steering linkages and ball joints	☐
EXHAUST SYSTEM	
■ ☐ ■ Exhaust system (leaks, damage, loose parts)	☐
TRANSMISSION / DRIVE AXLE	
■ ☐ ■ Clutch operation (if equipped)	☐
■ ☐ ■ Constant velocity (CV) drive axle boots (if equipped)	☐
■ ☐ ■ Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)	☐
LIGHTS / WINDSHIELD	
■ ☐ ■ Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps	☐
■ ☐ ■ Windshield for cracks, chips and pitting	☐
BELTS / HOSES / MOUNTINGS	
■ ☐ ■ HVAC system and hoses/lines for leaks and/or damage	☐
■ ☐ ■ Engine Cooling System, radiator, hoses and clamps	☐
■ ☐ ■ Accessory drive belt(s)	☐

TIRE / BRAKE WEAR

TIRE TREAD: 2/32" and greater | 4/32" to 6/32" | 1/32" and less

BRAKE LINING: Over 3mm or 2/32" (Disc) or Over 3mm or 3/32" (Drum) | 3 to 3mm or 4/32" to 1/32" (Disc) or 1.01 to 3mm (Drum) or 2/32" to 3/32" | Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)

TIRE WEAR INDICATES	SERVICED
☐ Alignment check needed	☐
☐ Wheel balance needed	☐
☐ Brake measurements not taken this service visit	

LEFT FRONT	SERVICED
■ ☐ ■ Tire Tread Depth 5 /32" Tire Age	☐
■ ☐ ■ Tire Wear Pattern/Damage	☐
■ ☐ ■ Tire Pressure - set to factory recommended PSI	☐
■ ☐ ■ Brake Lining 6 mm /32"	☐

RIGHT FRONT	SERVICED
■ ☐ ■ Tire Tread Depth 5 /32" Tire Age	☐
■ ☐ ■ Tire Wear Pattern/Damage	☐
■ ☐ ■ Tire Pressure - set to factory recommended PSI	☐
■ ☐ ■ Brake Lining 6 mm /32"	☐

LEFT REAR	SERVICED
■ ☐ ■ Tire Tread Depth 6 /32" Tire Age	☐
■ ☐ ■ Tire Wear Pattern/Damage	☐
■ ☐ ■ Tire Pressure - set to factory recommended PSI	☐
■ ☐ ■ Brake Lining 7 mm /32"	☐

RIGHT REAR	SERVICED
■ ☐ ■ Tire Tread Depth 6 /32" Tire Age	☐
■ ☐ ■ Tire Wear Pattern/Damage	☐
■ ☐ ■ Tire Pressure - set to factory recommended PSI	☐
■ ☐ ■ Brake Lining 7 mm /32"	☐

SPARE TIRE	SERVICED
■ ☐ ■ Tire Pressure - set to factory recommended PSI	☐

35 psi

Comments:

Be sure to visit FordOwner.com today!

Advisor: [redacted] Tech:

Customer

Customer Copy

12-8 367 4423

PE13-003 001041LCPV

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
4/28/2012	[redacted]	2FMDK3GC3AE[redacted]	2010 EDGE	01
CLOSED	ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	1695311521		
4/12/2012	[redacted]	2FMDK3GC3AE[redacted]	2010 EDGE	10
CLOSED	ACCIDENT/PRODUCT LIABILITY	1695311521		
4/12/2012	[redacted]	2FMDK3GC3AE[redacted]	2010 EDGE	03
CLOSED	DEALER GENERATED INFORMATION ISSUE	1695311521		
6/1/2011	[redacted]	2FMDK3GC3AE[redacted]	2010 EDGE	01
CLOSED	WARRANTY - REPAIR MUST BE PERFORMED AT F/LM	1695311521		

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All Action Details for Issue

Print

VIN: 2FMDK3GC3AE[redacted] **Year:** 2010 **Model:** EDGE **Case:** 1695311521
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-07-05
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED **Primary Phone:**
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED **Secondary Phone:**
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 021000 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 04/28/2012 **Action Time:** 05.13.48.330 **Action Data:** No

Comments DISPATCH COMPLETE

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All Action Details for Issue

Print

VIN: 2FMDK3GC3AE[redacted] **Year:** 2010 **Model:** EDGE **Case:** 1695311521
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-07-05
Symptom Desc: STALL/QUITS AT CRUISE HOT ENGINE **Primary Phone:**
Reason Desc: ACCIDENT/PRODUCT LIABILITY **Secondary Phone:**
Issue Type: 10 OGC **Issue Status:** CLOSED

Action: TIER ONE CLOSE ISSUE
Dealer: 05536 GALPIN FORD **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 15000 MI **Comm Type:** PHONE
Analyst Name: GARRETT (KGARRE12),KEVIN **Analyst:** KGARRE12
Action Date: 04/12/2012 **Action Time:** 14.13.45.376 **Action Data:** No

Comments 1. DATE OF THE ACCIDENT HAPPENED ON APRIL 8 20122. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT VEH STALLED AND CUASED HIM TO LOOSE CONTROL AND HIT A CURB, WHICH BLEW OUT THE TIRE3. IF THERE WERE ANY INJURIES SUSTAINED NO INJURIES4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED HAPPEND IN GLENDALE, CA5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED. NO POLICE FILED 6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE. N/A 7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED.N/A 8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.NO9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM. N/A 10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE. YES11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).12. WHAT THE CUSTOMER IS SEEKING IS SEEKING FOR FORD TO COVER REPAIRS GALPIN FORD 15505 ROSCOE BOULEVARDNORTH HILLS CA 91343(818) 787-3800"I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN.***NOTE TO CCR: USE CORRECT SYMPTOM FOR ALLEGED DEFECTIVE SYSTEM (FIRE/SMOKE AS SYMPTOM FOR ALL INCIDENCES INVOLVING VEHICLE FIRE). VERIFY CUSTOMER CONTACT INFORMATION AND DOCUMENT ALL REQUIRED INFORMATON OF INCIDENT/ACCIDENT PER AAF."

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All Action Details for Issue

Print

VIN: 2FMDK3GC3AB[redacted] **Year:** 2010 **Model:** EDGE **Case:** 1695311521
Name: MR [redacted] **Owner Status:** Original **WSD:** 2010-07-05
Symptom Desc: **Primary Phone:**
Reason Desc: DEALER GENERATED INFORMATION ISSUE **Secondary Phone:**
Issue Type: 03 CONCERN **Issue Status:** CLOSED
Initial Customer Contact: 04/12/2012

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT
Dealer: 05536 GALPIN FORD **Origin Desc:** DEALER
Odometer: 20961 MI **Comm Type:** VISIT
Analyst Name: NICK WHEELER **Analyst:** N-WHEEL4
Action Date: 04/11/2012 **Action Time:** 18.13.17.928 **Action Data:** No

Comments MARK, THIS CUSTOMER HAD VEHICLE TOWED TO DEALERSHIP. SAYS VEHICLE DIED WHILE DRIVING AND WOULD NOT RESTART. AS A RESULT OF IT DYING WHILE DRIVING, CAUSE VEHICLE TO HIT CURB AND DAMAGE WHEEL AND TIRE. WHAT ROUTE DO I NEED TO GO TO SEE IF I CAN GET THIS APPROVED AS WARRANTY. OUR FINDINGS ARE THAT THE FUSE TO THE FUEL PUMP WAS BLOWN FOR UNKNOWN REASON. PLEASE ADVISE.

Action: CONCERN ADDRESSED
Dealer: 05536 GALPIN FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 20961 MI **Comm Type:** PHONE
Analyst Name: COLL,MARK **Analyst:** MCOLL
Action Date: 04/12/2012 **Action Time:** 14.00.52.634 **Action Data:** Yes

Comments CSM MARK EXT 77749 , NOTE EMAIL TO DLR: NICK , I REVIEWED THIS WITH MY C.O.M. THE TIRE AND WHEEL WOULD HAVE TO BE CONSIDERED AN INSURANCE CLAIM/REPAIR.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	95
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

All Action Details for Issue

Print

VIN: 2FMDK3GC3AB[redacted] **Year:** 2010 **Model:** EDGE **Case:** 1695311521
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-07-05
Symptom Desc: STALLS/QUITS CRUISE **Primary Phone:**
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM **Secondary Phone:**
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY
Dealer: 11820 GALPIN LINCOLN **Origin Desc:** US CONCERN CASE BASE
Odometer: 3000 MI **Comm Type:** PHONE
Analyst Name: FERLANTI, DEBRA **Analyst:** DFERLANT
Action Date: 06/01/2011 **Action Time:** 19.18.49.073 **Action Data:** No

Comments CUSTOMER SAID: CUST IS HAVING CONCERN WITH VEH-VEH SHUTS DOWN NOT OFTEN, BUT LATELY VEH HAS BEEN SHUTTING DOWN MORE FREQUENTLY-OIL LIGHT AND ANOTHER LIGHT CUST IS NOT SURE WHICH LIGHT - VEH WAS NOT TAKEN TO DLRDEALER SAID: GALPIN LINCOLN - MERCURY15430 ROSCOE BLVDVAN NUYS CA 91406(818) 892-3800 MORE DEALER INFOCRC ADVISED: WE RECOMMEND THAT YOUR VEHICLE BE INSPECTED BY A FORD/LINCOLN/MERCURY DEALERSHIP TO DETERMINE THE CAUSE OF ANY SYMPTOMS YOUR VEHICLE MAY BE EXPERIENCING. IF THERE IS NO COVERAGE UNDER APPLICABLE WARRANTIES, RECALLS OR ESP'S, REPAIRS AND SERVICES WOULD BE YOUR RESPONSIBILITY. YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED.

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[redacted]

[redacted]

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
1/25/2012 CLOSED	[redacted] CRC QUICK TOUCH	1LNHL9FT7AG[redacted] 614100062	2010	01
1/20/2012 CLOSED	[redacted] CLP - IN - BUYBACK - MULTIPLE REPAIRS	1LNHL9FT7AG[redacted] 614100062	2010	04
1/10/2012 CLOSED	[redacted] CVP QUICK TOUCH HOT ALERT	1LNHL9FT7AG[redacted] 614100062	2010	03

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All Action Details for Issue

Print

VIN: 1LNHL9FT7AG[redacted] **Year:** 2010 **Model:** **Case:** 614100062

Name: [redacted] **Owner Status:** Original **WSD:** 2010-10-05

Symptom Desc: HES/STUMBLE ACCELERATION ALL ENGINE TEMP **Primary Phone:** [redacted]

Reason Desc: CRC QUICK TOUCH **Secondary Phone:** [redacted]

Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: QT-INBOUND CASE HANDLING

Dealer: 04013 MANHATTAN FORD LINCOLN, INC. **Origin Desc:** TIER ONE - MELBOURNE

Odometer: 7300 MI **Comm Type:** PHONE

Analyst Name: WASHINGTON (CWASHI49),CYNTHIA **Analyst:** CWASHI49

Action Date: 01/24/2012 **Action Time:** 12.54.33.427 **Action Data:** No

Comments -QUICK TOUCH SURVEY -OBC TO[redacted]-CUST SAYS:UNABLE TO REACH -SEE HISTORICS FROM 1/6-DLRSHP SAYS:MANHATTAN FORD LINC-MERC INC787 11TH AVE. BETWEEN 54 & 55NEW YORK, NY 10019TEL:(866) 656-8558-DLRSHP P&A CODE:04013-VIN:1LNHL9FT7AG612118-WSD:10/5/2010-LTV:YES-RECALLS:NONE-ESP: 2011 NEW 48/50K LINCOLN MAINTENANCE 7.5K INTERVAL 0 DED OCT 5 2014-WARRANTY HISTORY:YES-CRC ADVISED MY NAME IS CYNTHIA AND I AM CALLING FROM FORD MOTOR COMPANY -ADVISED I WAS CALLING IN REGARDS TO QUICK TOUCH SURVEY AND CUST INDICATED HE WISHED TO BE CONTACTED-WILL FU AGAIN WEDNESDAY JAN 25TH, OR THURSDAY JAN 26TH NLT 4PM-ADVISED CAN GIVE US A CALL BACK AT 1-800-521-4140-CRC IF CUST CALLS BACK IN FOLLOW PER NORMAL CALL HANDLING PROCESS

Action: QT-INBOUND CASE HANDLING

Dealer: 11261 DANA FORD LINCOLN **Origin Desc:** TIER ONE - MELBOURNE

Odometer: 8000 MI **Comm Type:** PHONE

Analyst Name: WASHINGTON (CWASHI49),CYNTHIA **Analyst:** CWASHI49

Action Date: 01/25/2012 **Action Time:** 10.19.32.829 **Action Data:** No

Comments -QUICK TOUCH SURVEY 614100062 -OBC TO[redacted] CUST SAYS:-HESISTATES -STATES THAT THERE IS A DELAY -STATES FIRST NOTICED 1-2 YEARS AGO -STATES THE DLR THE COULD NOT FIND THE PROBLEM -STATES THE DLR WAS WONDERFUL -STATES IT DOES NOT HAPPEN ALL THE TIME -STATES HE FEARS HE IS GOING TO GET HIT FROM BEHIND-DLRSHP SAYS:DANA FORD LINCOLN266 WEST SERVICE ROADSTATEN ISLAND, NY 10314TEL:(718) 983-8700-DLRSHP P&A CODE:11261-VIN:1LNHL9FT7AG612118-WSD:10/5/2010-LTV:YES-RECALLS:NONE-ESP: 2011 NEW 48/50K

LINCOLN MAINTENANCE 7.5K INTERVAL 0 DED OCT 5 2014-WARRANTY HISTORY:YES-CRC ADVISED MY NAME IS CYNTHIA AND I AM CALLING FROM FORD MOTOR COMPANY -ADVISED I WAS CALLING IN REGARDS TO QUICK TOUCH SURVEY AND CUST INDICATED HE WISHED TO BE CONTACTED-ADVISED THAT THIS CALL WILL BE RECOREDED WITH TRAINING -ADVISED WE RECOMMEND THAT THE VEH BE TOWED IN SO THAT MAYBE THE DLR CAN DUPLICATE THE CONCERN

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PE13-003 001050LCPV

All Action Details for Issue

Print

VIN: 1LNHL9FT7AG[redacted] **Year:** 2010 **Model:** **Case:** 614100062

Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-10-05

Symptom Desc: AUTO TRANS ENGAGEMENT DELAYED/SLIPS FORWARD **Primary Phone:** 7[redacted]

Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS **Secondary Phone:** [redacted]

Issue Type: 04 REGION **Issue Status:** CLOSED

Initial Customer Contact: 01/09/2012

Action: LINCOLN OPEN ISSUE

Dealer: 11261 DANA FORD LINCOLN **Origin Desc:** LINCOLN CALL CENTER

Odometer: 7300 MI **Comm Type:** PHONE

Analyst Name: BIGELOW (KBIGELO3),KAREN **Analyst:** KBIGELO3

Action Date: 01/06/2012 **Action Time:** 17.03.29.989 **Action Data:** No

Caller Information If Different From Vehicle Owner:

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

Comments **IBC FROM CALLER/WRITER[redacted] (SPOUSE) SHE STATES THAT HER VEHICLE HAS BEEN BACK AND FORTH INTO THE DLR FOR A TRANSMISSION ISSUE. DLR WAS ABLE TO DUPLICATE ONCE AND A REFRESH WAS COMPLETED BUT IT IS STILL HAPPENING. SHE STATES THAT DLR REQUESTED HER TO CALL US IN REGARDS TO THIS ISSUE. CUSTOMER NO LONGER WANTS THIS VEHICLE UNLESS IT CAN BE REPAIRED. DLR: DANA FORD LINCOLN 266 WEST SERVICE ROADSTATEN ISLAND NY 10314(718)983-8700. CUSTOMER ALSO MENTIONED LEMON LAW, BUT TRUELY JUST WANTS THIS ONE FIXED OR RELEASED FROM HER LEASE.**CCS: "I HAVE DOCUMENTED YOUR CONCERNS AND WILL BE FORWARDING THE INFORMATION TO OUR CUSTOMER CARE TEAM FOR FURTHER REVIEW/ASSISTANCE. THIS DOES NOT GUARANTEE THAT LINCOLN WILL BUYBACK YOUR VEHICLE. LINCOLN'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY. YOUR CSM WILL BE CYNTHIA MCGREGOR 77708. SHE IS CURRENTLY NOT AVAILABLE. SHE WILL CONTACT YOU BACK BY END OF BUSINESS DAY ON MONDAY 1.9.12

Action: CREATE FOLLOW UP

Dealer: 11261 DANA FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 7300 MI **Comm Type:** PHONE

Analyst Name:

MCGREGOR,CYNTHIA **Analyst:** CMCGREG4

Action Date: 01/09/2012 **Action Time:** 13.53.07.188 **Action Data:** Yes

Comments LTV 95==NO PREVIOUS HOTLINE CONTACT MADE==1 ORIGINAL VEHICLE==48/50K LINCOLN MAINTENANCE==2010 MKS==NO RECALLS==3 POSSIBLY RELATED AWS REPAIRS ON FILE TO DATE==CSM OBC TO RICH AT DLRSHP==RICH NOT AVAILABLE DUE TO LINCOLN MEETINGS TODAY AT DLRSHP==CSM OBC TO CUSTOMER AT[redacted]==LEFT VOICE MESSAGE REQUESTING A CALL BACK TO DISCUSS CONCERNS==CSM SEE IF VEHICLE IS CURRENTLY AT DLRSHP

Data Element Name	Data Value
DATE OF FOLLOW UP:	01-10-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: TRANSFER ISSUE

Dealer: 08920 BAY RIDGE FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 7300 MI **Comm Type:** OTHER

Analyst Name: MCGREGOR,CYNTHIA **Analyst:** CMCGREG4

Action Date: 01/09/2012 **Action Time:** 16.01.55.454 **Action Data:** No

Comments CSM RECEIVED CALL BACK FROM CUSTOMER==CUSTOMER VERY UPSET THAT DLRSHP CANNOT IDENTIFY THE CONCERN WITH VEHICLE==CUSTOMER STATES THERE IS AN INTERMITTENT CONCERN WHERE VEH WILL NOT GO INTO GEAR AND WHEN IT DOES, THERE IS A LOUD BANG==CUSTOMER STATES DANA FORD PLACED 100 MILES ON VEHICLE FROM ROAD TESTING==CUSTOMER FEELS THIS IS AN EXTREME AMOUNT OF MILES TO PLACE ON VEHICLE==CUSTOMER STARTED SPEAKING ABOUT LEMON LAW AND CSM LET CUSTOMER KNOW I CANNOT ADVISE ON THAT==VEH STILL WITHIN BTB AND NEED TO HONOR NEW VEHICLE WARRANTY TO WORK TOWARDS REPAIRS==CSM SUGGESTED TAKING VEH TO ANOTHER DLRSHP WHERE THEY WILL FEEL CONFIDENT AND TRUSTING==CSM LOCATED BAYRIDGE FORD==CSM TRANSFERRING TO CORRECT P&A==CUSTOMER WILL CONTACT CSM AFTER MAKING APPT AT THIS NEW DLRSHP

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08920 BAY RIDGE FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 7300 MI **Comm Type:** PHONE

Analyst Name: MCGREGOR,CYNTHIA **Analyst:** CMCGREG4

Action Date: 01/09/2012 **Action Time:** 16.13.39.991 **Action Data:** No

Comments CSM RECEIVED CALL BACK FROM CUSTOMER THAT BAY RIDGE DOES NTO DO ANY TRANSMISSION WORK==CUSTOMER EVEN MORE IRITATED OVER THIS AND FEELS FORD

IS GIVING HER THE RUN AROUND==CSM WILL CONTACT BAY RIDGE OR LOCATE ANOTHER DLRSHP IN HER AREA TO LOOK AT VEHICLE==CSM WILL CONTACT CUSTOMER AFTER LOCATING ANOTHER DLRSHP.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08920 BAY RIDGE FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 7300 MI

Comm Type: OTHER

Analyst Name: MCGREGOR,CYNTHIA

Analyst: CMCGREG4

Action Date: 01/09/2012

Action Time: 16.15.11.932

Action Data: No

Comments E-MAIL REPLY FROM RICH AT DANA FORD: HE IS IN POSSESSION OF HIS VEHICLE WE HAD THE CAR IN A WEEK AGO THERE WAS A TSB FOR A VALVE BODY UPDATE WE PERFORMED BASED ON HIS SYMPTOM. HE TOOK VEHICLE BACK AND STATED TO MYSELF AND DOUG THAT THE VEHICLE HAD THE "PHANTOM" TRANSMISSION PROBLEM 1 MORE TIME SINCE THE TSB COMPLETED.HE INFORMED US HE WAS FILING LEMON LAW PROCEDINGS

Action: CREATE FOLLOW UP

Dealer: 08920 BAY RIDGE FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 7300 MI

Comm Type: PHONE

Analyst Name: MCGREGOR,CYNTHIA

Analyst: CMCGREG4

Action Date: 01/10/2012

Action Time: 15.48.26.339

Action Data: Yes

Comments CSM OBC TO BAY RIDGE FORD AT (347) 578-7900== S/M RICHARD AMBER NOT AVAILABLE==WAS TOLD NO ONE WAS AVAILABLE TO ASSIST ME AND PLACED ME TO S/M VOICE MAIL==CSM SPOKE WITH CSM ERIKA HEINMAN WHO CONFIRMED THIS DLRSHP DOES NOT DO TRANS WORK==CSM ERIKA TRIED TO CONTACT ANOTHER DLRSHP PREMIER FORD AND THEY ARE NOT WILLING TO ASSIST DUE TO NATURE OF CONCERNS AND CUSTOMER NOT ACCEPTING WHAT SELLING DLRSHP IS TELLING THEM==DLRSHP WILL NEED TO IDENTIFY THIS CONCERN BEFORE REPAIRING==CONCERN IS INTERMITTENT ==CSM OBC TO CUSTOMER==LEFT VOICE MESSAGE REQUESTING A CALL BACK TO SEE IF CUSTOMER STILL WANTS TO TAKE TO ANOTHER DLRSHP FOR 2ND OPINION.

Data Element Name	Data Value
DATE OF FOLLOW UP:	01-12-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: TRANSFER ISSUE

Dealer: 04013 MANHATTAN FLM

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 7300 MI

Comm Type: OTHER

Analyst Name: MCGREGOR,CYNTHIA
Analyst: CMCGREG4
Action Date: 01/11/2012
Action Time: 15.34.53.945
Action Data: No

Comments CSM OBC TO CUSTOMER==CUSTOMER IS CLOSE ENOUGH TO MANAHATTAN FORD WHERE SHE WANTS TO GO FOR SECOND OPINION ON THE TRANSMISSION==CSM EXPLAINED TO CUSTOMER THAT THIS DEALERSHIP ALSO NEEDS TO DUPLICATE CONCERN IN ORDER TO MOVE FORWARD WITH REPAIRS==CUSTOMER ASKED AGAIN ABOUT LEMON LAW AND CSM LET CUSTOMER KNOW AGAIN I COULD NOT ADVISE ON LEMON LAW==CUSTOMER TAKING VEH TO MAHATTAN FORD TOMORROW (1/12)==CSM SENDING ARMAND AND ALAN BASS A NOTE LETTING THEM KNOW==CSM WILL FOLLOW UP WITH DLRSHP ON 1/13/2012 TO SEE IF THEY COULD DUPLICATE CONCERN==CSM TRANSFERRING CASE TO MANHATTAN FORD

Action: CREATE FOLLOW UP
Dealer: 04013 MANHATTAN FLM
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 7300 MI
Comm Type: OTHER
Analyst Name: MCGREGOR,CYNTHIA
Analyst: CMCGREG4
Action Date: 01/11/2012
Action Time: 15.35.48.710
Action Data: Yes

Comments FOLLOW UP WITH DLRSHP AND UPDATE CUSTOMER

Data Element Name	Data Value
DATE OF FOLLOW UP:	01-13-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 04013 MANHATTAN FLM
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 7300 MI
Comm Type: PHONE
Analyst Name: MCGREGOR,CYNTHIA
Analyst: CMCGREG4
Action Date: 01/13/2012
Action Time: 11.14.00.755
Action Data: Yes

Comments CSM OBC TO ARMAND AT DLRSHP==VEH NOT THERE AND DID NOT SHOW UP FOR APPT YESTERDAY==CSM OBC TO CUSTOMER==CUSTOMER RESCHEDULED APPT AND WILL BRING IN ON MON 1/16==CSM WILL CONTACT DLRSHP AND CUSTOMER ON 1/17 TO SEE OUTCOME.

Data Element Name	Data Value
DATE OF FOLLOW UP:	01-17-2012

TIME OF FOLLOW UP (HH:MM): 20:00

Action: CREATE FOLLOW UP

Dealer: 04013 MANHATTAN FLM

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 7300 MI

Comm Type: PHONE

Analyst Name: MCGREGOR,CYNTHIA

Analyst: CMCGREG4

Action Date: 01/17/2012

Action Time: 13.38.57.986

Action Data: Yes

Comments CSMOBC TO ARMAND AT DLRSHP==VEH IS THERE AND IS STILL IN PROCESS OF ROAD TESTING==AT THIS POINT COULDNOT VERIFY CONCERNS BUT DLRSHP WANTS TO DO FURTHER ROAD TESTING==CSM OBC TO CUSTOMER-LET CUSTOMER KNOW I SPOKE WITH ARMAND AND THEY ARE KEEPING VEH TO CONTINUE TESTING==CSM WILL FOLLOW UP WITH DLRSHP AND CUSTOMER ON THURSDAY

Data Element Name	Data Value
DATE OF FOLLOW UP:	01-19-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 04013 MANHATTAN FLM

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 7300 MI

Comm Type: PHONE

Analyst Name: MCGREGOR,CYNTHIA

Analyst: CMCGREG4

Action Date: 01/19/2012

Action Time: 16.11.15.494

Action Data: Yes

Comments CSM OBC TO ARMAND AT DLRSHP==TECH STILL CANNOT VERIFY CONCERN==NO CODES BUT CONTINUE WITH ROAD TESTING==S/M WILL CONTACT CSM TOMORROW TO LET ME KNOW WHEN VEH WILL BE RETURNED TO CUSTOMER

Data Element Name	Data Value
DATE OF FOLLOW UP:	01-23-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN ADDRESSED

Dealer: 04013 MANHATTAN FLM

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 7300 MI

Comm Type: PHONE

Analyst Name: MCGREGOR,CYNTHIA

Analyst: CMCGREG4

Action Date: 01/20/2012

Action Time: 08.25.03.811

Action Data: Yes

Comments CSM RECEIVED CALL FROM S/M ARMAND==VEH HAS BEEN AT DEALERSHIP FOR DAYS AND HAS BEEN ROADTESTED AS MUCH AS POSSIBLE==VEH NOT DISPLAYING ANY ABNORMAL CONDITIONS AT ALL==VEH BEING CLEANED AND CUSTOMER CAN PICK UP==CSM OBC TO CUSTOMER==CUSTOMER VERY UPSET THAT ISSUES CANNOT BE DUPLICATED BUT KNOWS DLRSHP DID ALL THEY COULD==CSM WOULD LIKE TO OFFER ESP BUT STILL A HOLD IN NY. CASE CLOSED.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	95
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Ford Confidential

PE13-003 001056LCPV

All Action Details for Issue

Print

VIN: 1LNHL9FT7AG[redacted] **Year:** 2010 **Model:** **Case:** 614100062
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-10-05
Symptom Desc: **Primary Phone:**[redacted]
Reason Desc: CVP QUICK TOUCH HOT ALERT **Secondary Phone:**[redacted]
Issue Type: 03 CONCERN **Issue Status:** CLOSED
Initial Customer Contact:

Action: SERVICE HOT ALERT - CLOSED IN QUICK TOUCH SYSTEM
Dealer: 11261 DANA FORD LINCOLN **Origin Desc:** CVP QUICK TOUCH
Odometer: 1 MI **Comm Type:** SURVEY
Analyst Name: EHLERS, DORIS **Analyst:** DEHLERS
Action Date: 01/10/2012 **Action Time:** 20.01.26.722 **Action Data:** No

Comments We had the car a little over a year and at least once a month he's been taking the car in for service and they say they fixed it, he tries it for a week and the same thing happens. When he steps on the gas it hesitates, it goes dead. So for a year and a half that we had the car we cannot drive on the highway, we can't go far we just stay in the neighborhood and as I told everyone he takes my grandchildren to school in the morning and picks them up and he can't go on the highway he takes the streets so they have to leave extra early. We're really afraid that we're going to get in an accident with the grandchildren in the back seat of the car. The tire was fixed three or four times and that's when my husband said, "They can't even fix a flat tire how could they fix a transmission?" That's the woman that I spoke to Cynthia, Correct? I think that's the one who I called. Forget it we're not satisfied at all. When he leased the car he went in everybody wanted to buy him a cup of coffee, do this do that, but every since he had trouble with the car he goes in there every two weeks and they completely turn their backs, they run away, they don't even want to look at him any more. We're talking about a senior citizen that is really getting very, very upset. The last time he brought it in, he didn't even tell me he just told me before, there was 100 miles put on the car that means somebody took the car 100 miles. The number I have for Cynthia, she's from Ford it's 866-631-3788. He's treated so badly that even the man who is in charge and my husband goes in nice because they tell him don't get nervous, don't scream, he goes in like a nice guy. When he tells the guy what's going on he's doing paperwork he won't even look up to look at him and this really aggravates my husband that he won't even get up. I don't say get up out of his chair, but face him face to face. They're just all ignoring him. Now this other girl Cynthia called another Ford place they said they don't fix transmissions on 86th street, but we don't even know, he don't even know if it's exactly the transmission or if it's a computer thing, we don't know what's wrong with it.

Action: SERVICE HOT ALERT - DEALER ACTION TAKEN
Dealer: 11261 DANA FORD LINCOLN **Origin Desc:** CVP QUICK TOUCH
Odometer: 1 MI **Comm Type:** SURVEY
Analyst Name: EHLERS, DORIS **Analyst:** DEHLERS
Action Date: 01/10/2012 **Action Time:** 20.01.33.673 **Action Data:** No

Comments customer is filing lemon law open file cudl

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[redacted]

[redacted]

From: tfosys@ford.com [mailto:tfosys@ford.com]
Sent: Wednesday, May 16, 2012 4:41 PM
To: Todisco, Ronald (R.J.); Colfescu, Marta (M.); Stawiecki, Bob (R.)
Subject: 20082761-Request has been assigned to RSTAWIEC

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

Please click **here** to access this request

Additional Comments

Request Details

Additions and/or changes made to the request are highlighted in red.

Tracking Number	20082761
Status	Assigned
Currently assigned to	RSTAWIEC
Request Type	Legal; Document where requested
Request Source	Legal
If Other request source, please explain	
Primary contact	Tanya Roquemore
Primary contact's phone number	313.845.5539
Primary contact's email address	troquemo@ford.com
Technician Name	
Technician certified in relevant speciality	
Dealership Name	HERB CHAMBERS FORD
P&A Code	08828
Facing Region (SDR separate from Contact Regions)	N2 - BOSTON
Geographic Region (SDR combined with Contact Region)	N2 - BOSTON

FCSD Sales Zone	A02
FCSD Technical Zone	T08
VIN	1FTEX1E84AF[redacted]
Vehicle year/model	2010 F-150
Vehicle mileage	12,625
Repair Order (R.O) #	
Customer Name	[redacted]
Vehicle Down?	N/A
GCQIS Report #	
TAR Open?	
CuDL Case #	
Priority	Medium
Request description	OGC request FSE assistance needed for final repair attempt. Customer complaints are WIPERS (FELL OFF), DASH ASSEMBLY, VEHICLE STALLS, EMBLEMS PEELING. Must be completed by 5/21/12. Contact Tanya Roquemore at 313.845.5539 troquemo@ford.com ---Updated By---MCOLFESC--05/16/2012 04:27:06 PM--
GCQIS Comments	
FSE Comments	
Initial Contact Date	
Person Contacted	
Dealership visit planned?	
Visit date, if planned	
Did Visit Occur?	
Concern Summary for Technical Assistance Contact Report	
Inspection Comments for Technical Assistance Contact Report	
Primary Root cause for Technical Assistance Contact Report	
Other Root Causes	
Please explain if "Other" is root cause	
Recommendation for Technical Assistance Contact Report	
Missing tools/equipment(if identified)	
Missing tools/equipment ordered during visit?	
Total hours spent on request	0.0
Created by	MCOLFESC
Created date	05/16/2012 04:27:07 PM EST
Last Revised by	RTODISCO
Last revised date	05/16/2012 04:40:48 PM EST

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

MAC

ROBERT M. SILVERMAN
CRAIG THOR KIMMEL*

Member, PA Bar
* Member, NJ Bar
** Member, DC Bar
Member, NY Bar
Member, MA Bar
* Member, MD Bar
* Member, OH Bar
* Member, MI Bar
* Member, NH Bar
* Member, CT Bar
* Member, TN Bar
* Member, WV Bar
* Member, DC Bar
* Member, CA Bar
* Member WI Bar

KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.lemonlaw.com

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

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

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

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

CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danielson, CT 06239, P (860) 866-4480, F (860) 263-0919

NEW YORK OFFICE, 1901 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

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

May 10, 2012

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

RECEIVED
2012

Re: M[redacted]
2010 Ford F-150
VIN: 1FTEX1E84A[redacted]

Dear Ms. Leich:

As you know, this office represents the above-referenced individual for problems encountered with the 2010 Ford F-150. I am enclosing the repair slips. As you can see, my client has returned to the dealership for problems with the vehicle stalling.

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

I look forward to hearing from you.

Very truly yours,

Fred Davis

FED/ks
Attachments

2

86552 Promised 19:00 12AUG11 INVOICE PAGE 1

Herb Chambers
Ford of Braintree
75 Granite Street, Rte. 128 - Exit 6
Braintree, MA 02184
781-848-1900
www.herbchambers.com

Our Other Ford Location:
Herb Chambers Ford of Westborough
310 Turnpike Road, Rte. 9
Westborough, MA 01581
508-366-8311

CUSTOMER NO	SERVICE ADVISOR	TAG NO	INVOICE DATE	INVOICE NO.
48007	760 ROBERT R ANDREWS	T7686	12 Aug 2011	86552
[redacted]	HOURLY RATE / LICENSE NO / PO NO		COLOR	NO. STOCK / STOCK NO
	YEAR/MAKE/MODEL: 10 FORD F-150		MILEAGE IN: 9007	MILEAGE OUT: 9007
WHITMAN, MA	VEHICLE IDENTIFICATION NO: 1FTEX1E84AF[redacted]		DELIVERY DATE: 01 Jan 2010	IN SERVICE DATE
EMAIL ADDRESS	CELL PHONE / SALES PERSON		R.O. DATE: 03 Aug 2011	WAR EXP
TEL HOME: [redacted] / TEL BUSINESS EXT	COMMENTS: ENG:4.6Liter 1			

```
LINE OPCODE TECH TYPE HOURS                                LIST        NET        TOTAL
A C/S CAR STALLED OUT COMING TO A STOP
CAUSE: EEC TESTED NO CODES , PINPOINT TEST BY SYMPTOM NO PROB FOUND
       TEST DROVE AND MONITORED AND RECORDED PIDS AND FOUND T-BODY
       PIDS CHANGED TO I
    12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
          1086   WS  0.20                                                    (N/C)
       1 9L3Z*9E926*FA THROTTLE BODY AND MOTOR
       ASY                                                                   (N/C)
    12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST -
        L
          1086   WS  0.30                                                    (N/C)
    12650D81 PID RECORDER/MONITOR TEST WITH ROAD TEST
        - L
          1086   WS  0.50                                                    (N/C)
    12650D82 SIGNAL GENERATOR MONITOR / INTERMITTENT
        FAULT TEST - L
          1086   WS  0.30                                                    (N/C)
    9926A THROTTLE BODY - AIR INTAKE - REPLACE
        (9E926) - L
          1086   WS  0.40                                                    (N/C)
   FC: D21 42
   PART#: 9L3Z*9E926*FA
   COUNT:
   CLAIM TYPE:
   AUTH CODE:
   6384
PARTS:        0.00 LABOR:        0.00 OTHER:        0.00  TOTAL LINE A:        0.00
 EEC TESTED NO CODES , PINPOINT TEST BY SYMPTOM NO PROB FOUND TEST
 DROVE AND MONITORED AND RECORDED PIDS AND FOUND T-BODY PIDS CHANGED TO
 INDICATE PROB AT T-BODY PERFORMED WIGGLE TEST WAND WIRING TEST PASSED
 REPLACED T BODY RE TEST DROVE OK AT THIS TIME
          ***************************************************
B MULTI-POINT INSPECTION SHEET PERFORMED
    99P MULTI-POINT INSPECTION SHEET PERFORMED
```

☐ CASH ☐ CHECK CK NO. [ ]
☐ VISA ☐ MASTERCARD
☐ AMEX ☐ CHARGE ☐ OTHER

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS	
GAS, OIL, LUBE	
SUBLET REPAIRS	
MISCELLANEOUS CHARGES	
TOTAL CHARGES	
LESS DISCOUNT/INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

THANK YOU FOR CHOOSING HERB CHAMBERS FORD OF BRAINTREE

Customer Signature

Environmental Compliance

Federal and state laws require that all hazardous waste (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for environmental compliance reflect our conformity to federal and state law in addition to our concern for the preservation of the environment.

Customer Copy

86552 Promised:19:00 03AUG11 *INVOICE* PAGE 1

Herb Chambers
Ford of Braintree
75 Granite Street, Rte. 128 - Exit 6
Braintree, MA 02184
781-848-1900
www.herbchambers.com

Our Other Ford Location:
Herb Chambers Ford of Westborough
310 Turnpike Road, Rte. 9
Westborough, MA 01581
508-366-8311

CUSTOMER NO.	SERVICE ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
48007	760 ROBERT R ANDREWS	T6984	03 Aug 2011	86552
[redacted]	HOURLY RATE / LICENSE NO. / PO NO		COLOR	NO. STOCK / STOCK NO.
	YEAR/MAKE/MODEL: 10 FORD F-150		MILEAGE IN: 9007	MILEAGE OUT: 9007
WHITMAN, MA	VEHICLE IDENTIFICATION NO.: 1FTEX1E84A[redacted]		DELIVERY DATE: 01 Jan 2010	IN SERVICE DATE
EMAIL ADDRESS	CELL PHONE / SALES PERSON		R.O. DATE: 03 Aug 2011	WAR EXP.
TEL HOME [redacted]	TEL BUSINESS EXT.	COMMENTS: ENG:4.6Liter 1		

```
LINE OPCODE TECH TYPE HOURS                                  LIST        NET        TOTAL
A C/S CAR STALLED OUT COMING TO A STOP
CAUSE: .
     85 ACCESSORIES
          1086   WS  0.00                                                            (N/C)
   FC: PART#: COUNT:
   CLAIM TYPE:
   AUTH CODE:
   6384
PARTS:        0.00 LABOR:        0.00 OTHER:        0.00  TOTAL LINE A:             0.00
 IDS TEST ROAD TEST NO CODES CANNOT DUPLICATE ANY CONCERNS
          ***********************************************
B MULTI-POINT INSPECTION SHEET PERFORMED
     99P MULTI-POINT INSPECTION SHEET PERFORMED
          1086  CPT  0.00                                          0.00          0.00
     GTIRE TIRE TREADWEAR IS GOOD AT THIS TIME
          1086  CPT  0.00                                          0.00          0.00
     GBK BRAKE LINEINGS ARE OKAY AT THIS TIME
          1086  CPT  0.00                                          0.00          0.00
     GBATT BATTERY CONDITION IS GOOD
          1086  CPT  0.00                                          0.00          0.00
PARTS:        0.00 LABOR:        0.00 OTHER:        0.00  TOTAL LINE B:             0.00
          ***********************************************
                         THANK YOU, WE APPRECIATE YOUR BUSINESS !!!
                         DAVID T. BROWNELL
                         SERVICE MANAGER
                         IF YOU HAVE ANY QUESTIONS OR COMMENTS PLEASE
                         CALL 781-848-1900
```

☐ CASH ☐ CHECK CK NO. [ ]
☐ VISA ☐ MASTERCARD
☐ AMEX ☐ CHARGE ☐ OTHER

THANK YOU FOR CHOOSING HERB CHAMBERS FORD OF BRAINTREE

Customer Signature

Environmental Compliance

Federal and state laws require that all hazardous waste (e.g., solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for environmental compliance reflect our conformity to federal and state law in addition to our concern for the preservation of the environment.

DESCRIPTION	TOTALS
LABOR AMOUNT	$ 0.00
PARTS	$ 0.00
GAS, OIL, LUBE	$ 0.00
SUBLET REPAIRS	$ 0.00
MISCELLANEOUS CHARGES	$ 0.00
TOTAL CHARGES	$ 0.00
LESS DISCOUNT/INSURANCE	$ 0.00
SALES TAX	$ 0.00
PLEASE PAY THIS AMOUNT	$ 0.00

CUSTOMER COPY

3

90741 Promised: 19:00 20OCT11 *INVOICE* PAGE 1

Herb Chambers
Ford of Braintree
75 Granite Street, Rte. 128 - Exit 6
Braintree, MA 02184
781-848-1900
www.herbchambers.com

Our Other Ford Location:
Herb Chambers Ford of Westborough
310 Turnpike Road, Rte. 9
Westborough, MA 01581
508-366-8311

CUSTOMER NO.	SERVICE ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
48007	1296 Jude Belizaire	T3584	24 Oct 2011	90741

HOURLY RATE	LICENSE NO.	PO NO.	COLOR	NO. STOCK / STOCK NO.

	YEAR/MAKE/MODEL	MILEAGE IN	MILEAGE OUT
[redacted]	10 FORD F-150	11572	11572
WHITMAN, MA	VEHICLE IDENTIFICATION NO. 1FTEX1E84AF[redacted]	DELIVERY DATE 01 Jan 2010	IN SERVICE DATE

EMAIL ADDRESS	CELL PHONE	SALES PERSON	R.O. DATE	WAR EXP
			20 Oct 2011	

TEL HOME	TEL BUSINESS EXT.	COMMENTS
[redacted]		ENG:4.6Liter 1

```
LINE OPCODE TECH TYPE HOURS                          LIST        NET        TOTAL
A C/S THAT WHEN COMING TOO A SLOW STOP ENGINE'S RPM GAUGE BEGAN TO MOVE
        UP AND DOWN AND THEN STALLED OUT (VEHICLE WAS TRAVLEING 1MPH TO
        2MPH???) ALSO NO MALFUNCTION LIGHTS ON AT THIS TIME....
     11 ENGINE MINOR
            750   WS  0.00                                                (N/C)
        1 9L3Z*9E926*FA THROTTLE BODY AND MOTOR
        ASY                                                               (N/C)
SUBL 1DAY RENTAL PO#34315
                WS                                                        (N/C)
PARTS:        0.00 LABOR:        0.00 OTHER:        0.00  TOTAL LINE A:   0.00
 ROAD TEST VEHICLE LONG ROAD TEST SLOW SPEED VERIFY CUSTOMERS
 CONCERN UNABLE TO VERIFY , CALL OASIS NO MESSAGES ON CONCERN SERVICE
 MANAGER CALL FIELD ENGINEER HOOK UP IDS PERFORM SELF TEST ON PCM SYSTEM
 PASS MONITOR ELECTRONIC THROTTLE BODY AND TP PIDS COMPARE DESIRED TO
 ACTUAL FOUND GRATER THAN 3 PERCENT REPLACE THROTTLE BODY RESTORE
 VEHICLE ROAD TEST OK
            ***************************************************
B MULTI-POINT INSPECTION SHEET PERFORMED
     99P MULTI-POINT INSPECTION SHEET PERFORMED
            750  CPT  0.00                                   0.00        0.00
     GBATT BATTERY CONDITION IS GOOD
            750  CPT  0.00                                   0.00        0.00
     GTIRE TIRE TREADWEAR IS GOOD AT THIS TIME
            750  CPT  0.00                                   0.00        0.00
PARTS:        0.00 LABOR:        0.00 OTHER:        0.00  TOTAL LINE B:   0.00
            ***************************************************
                          THANK YOU, WE APPRECIATE YOUR BUSINESS !!!
                          DAVID T. BROWNELL
                          SERVICE MANAGER
                          IF YOU HAVE ANY QUESTIONS OR COMMENTS PLEASE
                          CALL 781-848-1900
```

☐ CASH ☐ CHECK CK NO. [ ]
☐ VISA ☐ MASTERCARD
☐ AMEX ☐ CHARGE ☐ OTHER

DESCRIPTION	TOTALS
LABOR AMOUNT	$ 0.00
PARTS	$ 0.00
GAS, OIL, LUBE	$ 0.00
SUBLET REPAIRS	$ 0.00
MISCELLANEOUS CHARGES	$ 0.00
TOTAL CHARGES	$ 0.00
LESS DISCOUNT/INSURANCE	$ 0.00
SALES TAX	$ 0.00
PLEASE PAY THIS AMOUNT	$ 0.00

THANK YOU FOR CHOOSING HERB CHAMBERS FORD OF BRAINTREE

Customer Signature

Environmental Compliance
Federal and state laws require that all hazardous waste (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for environmental compliance reflect our conformity to federal and state law in addition to our concern for the preservation of the environment.

CUSTOMER COPY

FRA

92299 Promised:19:00 16NOV11 *INVOICE* PAGE 1

Herb Chambers
Ford of Braintree
75 Granite Street, Rte. 128 - Exit 6
Braintree, MA 02184
781-848-1900
www.herbchambers.com

Our Other Ford Location:
Herb Chambers Ford of Westborough
310 Turnpike Road, Rte. 9
Westborough, MA 01581
508-366-8311

CUSTOMER NO	SERVICE ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
48007	1035 DAVID T BROWNELL	T4781	17 Nov 2011	92299

[redacted]

WHITMAN, MA

HOURLY RATE	LICENSE NO.	PO NO.	COLOR	NO STOCK / STOCK NO

YEAR/MAKE/MODEL	MILEAGE IN	MILEAGE OUT
10 FORD F-150	12625	12625

VEHICLE IDENTIFICATION NO	DELIVERY DATE	IN SERVICE DATE
1FTEX1E84A[redacted]	01 Jan 2010	

EMAIL ADDRESS	CELL PHONE	SALES PERSON	R.O. DATE	WAR EXP.
			16 Nov 2011	

TEL HOME	TEL BUSINESS EXT	COMMENTS
[redacted]		ENG:4.6Liter 1

```
LINE OPCODE TECH TYPE HOURS                          LIST        NET        TOTAL
A C/S THAT THE VEHICLE INTERM. STALLS, SEE HISTORY
     11 ENGINE MINOR
            179    WS  0.00                                                (N/C)
        1 9L3Z*9E730*G BRACKET                                             (N/C)
SUBL RENTAL PO#35394
                  WS                                                       (N/C)
PARTS:        0.00 LABOR:        0.00 OTHER:        0.00  TOTAL LINE A:     0.00
 ROAD TEST VEHICLE NO STALLING PRESENT PERFORM IDS TESTING CODE
 P0457 PERFORM EVAP SYSTEM TESTINGFAILED TEST PERFORM PINPOINT TESTING
 PERFORM STATIC LEAK TEST PASS NO SMOKE LEAKING TEST VENT SOLENOID OK
 TEST CANNISTER PURGE SOLENOID SIGNAL OK TEST AND REPLACE VALVE AS
 NEEDED CLEAR CODES RETEST PERFORM EVAP SYSTEM TEST OK PASSES
```

****

THANK YOU, WE APPRECIATE YOUR BUSINESS !!!
DAVID T. BROWNELL
SERVICE MANAGER
IF YOU HAVE ANY QUESTIONS OR COMMENTS PLEASE
CALL 781-848-1900

☐ CASH ☐ CHECK CK NO. [ ]
☐ VISA ☐ MASTERCARD
☐ AMEX ☐ CHARGE ☐ OTHER

THANK YOU FOR CHOOSING HERB CHAMBERS FORD OF BRAINTREE

Customer Signature

Environmental Compliance

Federal and state laws require that all hazardous waste (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for environmental compliance reflect our conformity to federal and state law in addition to our concern for the preservation of the environment.

DESCRIPTION	TOTALS
LABOR AMOUNT	$ 0.00
PARTS	$ 0.00
GAS OIL LUBE	$ 0.00
SUBLET REPAIRS	$ 0.00
MISCELLANEOUS CHARGES	$ 0.00
TOTAL CHARGES	$ 0.00
LESS DISCOUNT/INSURANCE	$ 0.00
SALES TAX	$ 0.00
PLEASE PAY THIS AMOUNT	$ 0.00

CUSTOMER COPY

Herb Chambers
Ford of Braintree
75 Granite Street, Rte. 128 - Exit 6
Braintree, MA 02184
781-848-1900
www.herbchambers.com

Our Other Ford Location:
Herb Chambers Ford of Westborough
310 Turnpike Road, Rte. 9
Westborough, MA 01581
508-366-8311

CUSTOMER NO.	SERVICE ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
48007	1035 DAVID T BROWNELL	T5202	20 Apr 2012	100513
	HOURLY RATE / LICENSE NO. / PO NO.		COLOR	NO. STOCK / STOCK NO.
[redacted]	YEAR/MAKE/MODEL: 10 FORD F-150		MILEAGE IN: 18002	MILEAGE OUT: 18002
WHITMAN, MA	VEHICLE IDENTIFICATION NO.: 1FTEX1E84A[redacted]		DELIVERY DATE: 01 Jan 2010	IN SERVICE DATE
EMAIL ADDRESS	CELL PHONE / SALES PERSON		R.O. DATE: 20 Apr 2012	WAR EXP.
[redacted] / TEL BUSINESS EXT.	COMMENTS: ENG:4.6Liter 2			

```
LINE OPCODE TECH TYPE HOURS                                  LIST        NET        TOTAL
A THE WORKS - OIL CHANGE, TIRE ROTATION, MULTI-POINT INSPECTION
    WRKS THE WORKS - OIL CHANGE, TIRE ROTATION,
         MULTI-POINT INSPECTION
           1092  CPT  0.60                                              19.95        19.95
       1 F1AZ*6731*B  FILTER ASY - OIL                          5.88     5.88         5.88
       7 XO*5W20*QSP OIL - ENGINE                               2.04     2.04        14.28
       1 19550 SOLVENT                                          2.02     2.02         2.02
PARTS:        22.18 LABOR:        19.95 OTHER:        0.00  TOTAL LINE A:          42.13
 oil filter ROTATE TOPPED FLUIDS SET PRESSURES
            ***************************************************
B C/S THAT THE VEHICLE STALLED AT A STOP LIGHT. PLEASE TESTD FOR ANY
        FAULTS
    11 ENGINE MINOR
           1092   WS  0.50                                                              (N/C)
PARTS:         0.00 LABOR:         0.00 OTHER:         0.00  TOTAL LINE B:            0.00
 ECC TESTED SYSTEM PASSED FUEL PRESSURE TEST OK IGN SYSTEM TEST OK
 FOUND UPDATE FOR PCM REPROGRAMMED PCM AND TCM AT THIS TIME. NO PROBLEM
 FOUND AT THIS TIME.
            ***************************************************
C MULTI-POINT INSPECTION SHEET PERFORMED
    99P MULTI-POINT INSPECTION SHEET PERFORMED
           1092  CPT  0.00                                              0.00         0.00
    GTIRE TIRE TREADWEAR IS GOOD AT THIS TIME
           1092  CPT  0.00                                              0.00         0.00
    GBK BRAKE LINEINGS ARE OKAY AT THIS TIME
           1092  CPT  0.00                                              0.00         0.00
    GBATT BATTERY CONDITION IS GOOD
           1092  CPT  0.00                                              0.00         0.00
PARTS:         0.00 LABOR:         0.00 OTHER:         0.00  TOTAL LINE C:            0.00
 COMPLETED MULTIPOINT INSPECTION
            ***************************************************
ENVIRONMENTAL COMPLIANCE CHARGE                                                         1.99
```

☐ CASH ☐ CHECK CK NO. [ ]
☐ VISA ☐ MASTERCARD
☐ AMEX ☐ CHARGE ☐ OTHER

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS	
GAS, OIL, LUBE	
SUBLET REPAIRS	
MISCELLANEOUS CHARGES	
TOTAL CHARGES	
LESS DISCOUNT/INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

THANK YOU FOR CHOOSING HERB CHAMBERS FORD OF BRAINTREE

Customer Signature

Environmental Compliance
Federal and state laws require that all hazardous waste (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for environmental compliance reflect our conformity to federal and state law in addition to our concern for the preservation of the environment.

Customer Copy

102164 Promised: 9:00 21MAY12 *INVOICE* PAGE 1

Herb Chambers
Ford of Braintree
75 Granite Street, Rte. 128 - Exit 6
Braintree, MA 02184
781-848-1900
www.herbchambers.com

Our Other Ford Location:
Herb Chambers Ford of Westborough
310 Turnpike Road, Rte. 9
Westborough, MA 01581
508-366-8311

CUSTOMER NO.	SERVICE ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
48007	1035 DAVID T BROWNELL	T3355	21 May 2012	102164

	HOURLY RATE	LICENSE NO.	PO NO.	COLOR	NO. STOCK / STOCK NO.
[redacted]					

	YEAR/MAKE/MODEL	MILEAGE IN	MILEAGE OUT
	10 FORD F-150	19227	19227
WHITMAN, MA	VEHICLE IDENTIFICATION NO. 1FTEX1E84AF[redacted]	DELIVERY DATE 01 Jan 2010	IN SERVICE DATE
EMAIL ADDRESS	CELL PHONE / SALES PERSTN	R.O. DATE 21 May 2012	WAR EXP.
TEL HOME [redacted] / TEL BUSINESS EXT.	COMMENTS ENG:4.6Liter 2		

```
LINE OPCODE TECH TYPE HOURS                                   LIST        NET        TOTAL
A C/S CAR STALLS OUT ON DECELL, RESTARTS. HAPPENS HOT, COLD
     10 DRIVEABILITY
            999  ISP  0.00                                                            (N/C)
PARTS:        0.00 LABOR:        0.00 OTHER:        0.00  TOTAL LINE A:              0.00
 FIELD SERVICE ENGINEER INSPECTED THE VEHICLE & COULD NOT COMMENT ON
 FINDINGS. INSTRUCTED CUSTOMER TO CONTACT THE LEGAL DEPARTMENT OF FORD.
            ***************************************************
B MULTI-POINT INSPECTION SHEET PERFORMED
     99P INSPECTION NOT PERFORMED THIS VISIT
            999  ISP  0.00                                                            (N/C)
PARTS:        0.00 LABOR:        0.00 OTHER:        0.00  TOTAL LINE B:              0.00
            ***************************************************
                                THANK YOU, WE APPRECIATE YOUR BUSINESS !!!
                                DAVID T. BROWNELL
                                SERVICE MANAGER
                                IF YOU HAVE ANY QUESTIONS OR COMMENTS PLEASE
                                CALL 781-848-1900
```

☐ CASH ☐ CHECK CK NO. [ ]
☐ VISA ☐ MASTERCARD
☐ AMEX ☐ CHARGE ☐ OTHER

DESCRIPTION	TOTALS
LABOR AMOUNT	$ 0.00
PARTS	$ 0.00
GAS, OIL, LUBE	$ 0.00
SUBLET REPAIRS	$ 0.00
MISCELLANEOUS CHARGES	$ 0.00
TOTAL CHARGES	$ 0.00
LESS DISCOUNT/INSURANCE	$ 0.00
SALES TAX	$ 0.00
PLEASE PAY THIS AMOUNT	$ 0.00

THANK YOU FOR CHOOSING HERB CHAMBERS FORD OF BRAINTREE

Customer Signature

Environmental Compliance

Federal and state laws require that all hazardous waste (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for environmental compliance reflect our conformity to federal and state law in addition to our concern for the preservation of the environment.

Copyright 2000 ADP, Inc. ELP 7.0A.C

Customer Copy

[redacted]

CT Corporation

Service of Process Transmittal

12/21/2012
CT Log Number 521833079

TO: Chris Dzbanski c/o Kevin Buss
Xerox Corporation
3 Parklane Blvd, Ste 840 West
Dearborn, MI 48126

RE: **Process Served in Iowa**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] Pltfs. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Original Notice, Petition, Exhibit(s)
COURT/AGENCY:	Dallas County District Court, IA Case # LACV038003
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - Breach of Warranty - Defective 2010 Ford F-150 4WD truck, Vehicle Identification Number 1FTFX1EVXA[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Des Moines, IA
DATE AND HOUR OF SERVICE:	By Process Server on 12/21/2012 at 12:36
JURISDICTION SERVED :	Iowa
APPEARANCE OR ANSWER DUE:	Within 20 days after service
ATTORNEY(S) / SENDER(S):	Peter J. Rolwes Hudson, Mallaney, Shindler & Anderson, P.C. 5015 Grand Ridge Drive Suite 100 West Des Moines, IA 50265-5749 515-223-4567
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day , 794372504786 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	C T Corporation System
PER:	Amy McLaren
ADDRESS:	500 East Court Avenue Des Moines, IA 50309
TELEPHONE:	800-592-9023

OGC LIT 2012DEC27 AM11:42

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

IN THE IOWA DISTRICT COURT FOR DALLAS COUNTY

ERIC S. MORMAN and FRANCES J. MORMAN, Plaintiffs, v. FORD MOTOR COMPANY Defendant.	)	Case No. LACV 038003 ORIGINAL NOTICE

TO THE ABOVE-NAMED DEFENDANTS:

You are notified that a Petition has been filed in the office of the Clerk of this Court, naming you as the Defendants in this action. A copy of the Petition (and any documents filed with it) is attached to this Notice. The attorney for the Plaintiffs is Peter J. Rolwes, whose address is Hudson, Mallaney, Shindler & Anderson, P.C., 5015 Grand Ridge Drive, Suite 100, West Des Moines, Iowa 50265-5749. That attorneys' phone number is (515) 223-4567; facsimile number (515) 223-8887.

You must serve a Motion or Answer within twenty (20) days after service of this Original Notice upon you and, within a reasonable time thereafter, file your Motion or Answer with the Clerk of Court for Dallas County, at the county courthouse in Adel, Iowa. If you do not, judgment by default may be rendered against you for the relief demanded in the Petition.

If you require the assistance of auxiliary aids or services to participate in court because of a disability immediately call your district ADA coordinator at (515) 286-3394. (If you are hearing impaired, call Relay Iowa TTY at 1-800-735-2942).

Marsha McDermott
CLERK OF COURT
Dallas County Courthouse

IMPORTANT: YOU ARE ADVISED TO SEEK LEGAL ADVICE AT ONCE TO PROTECT YOUR INTERESTS.

IN THE IOWA DISTRICT COURT FOR DALLAS COUNTY

ERIC S. MORMAN and FRANCES J. MORMAN, Plaintiffs, v. FORD MOTOR COMPANY Defendant.	)	Case No. LACV 038003 PETITION AT LAW

FILED
DALLAS COUNTY, IA
2012 DEC -6 AM 11:21
CLERK OF DISTRICT COURT

COMES NOW the Plaintiffs, Eric S. Morman and Frances J. Morman, by and through the undersigned counsel, and in support of their Petition at Law do hereby state as follows:

PARTIES, JURISDICTION AND VENUE

1. At all times material to this lawsuit, Plaintiffs, Eric S. Morman and Frances J. Morman (hereinafter "Plaintiffs"), were residents of Perry, Boone County, Iowa.

2. At all times material to this lawsuit, Defendant, Ford Motor Company ("Ford"), was a corporation transacting business in Dallas County, Iowa.

3. At all times material to this lawsuit, Ford was engaged in the business of designing, manufacturing, assembling, distributing and selling motor vehicles. Ford sells its motor vehicles throughout the United States, including in the State of Iowa, through a network of franchised dealerships.

4. Some or all of the events giving rise to this litigation occurred in Dallas County, Iowa.

5. The amount in controversy exceeds the jurisdictional limitation of this Court.

PE13-003 001071LCPV

FACTS COMMON TO ALL COUNTS

6. Plaintiffs replead Paragraphs 1-5 hereof and they are incorporated herein by this reference.

7. Sometime prior to May 14, 2010, Ford designed, manufactured and assembled a 2010 Ford F-150 4WD truck, vehicle identification number (VIN): 1FTFX1EVXAFB07734 (the "Vehicle").

8. On or about May 14, 2010, Plaintiffs purchased the Vehicle from Ed Stivers Ford, Inc. d/b/a Stivers Ford Lincoln Mercury ("Stivers Ford") in Waukee, Iowa, for the sum of $36,245.00. True and accurate copies of the Purchase Agreement, Installment Contract, Security Agreement and Disclosure Statement (collectively the "Contract") are attached hereto marked as Exhibit "1" and incorporated herein by this reference.

9. At the time Plaintiffs purchased the Vehicle it was new and unused, and had only 725 miles showing on the odometer.

10. On or about May 14, 2010, Plaintiffs took delivery of the Vehicle and proceeded to use it for their personal use.

11. Beginning on or about February 23, 2011, at which time the Plaintiffs had put 13,208 miles on the Vehicle (Vehicle had 13,933 miles total), and continuing through the present time, the Vehicle has exhibited numerous problems including, but not limited to: battery draining, numerous lights (parking brake, ABS, wrench, engine) coming on, numerous gauges acting funny, ABS module failing, loss of power steering while the Vehicle is being driven, the transmission would get stuck in 2nd or 3rd gear while the Vehicle is being driven, and the Vehicle would stall and/or die while being driven.

PE13-003 001072LCPV

12. On or about July 13, 2012 Plaintiffs put the Vehicle into storage and have not used it due to the risk of substantial bodily injury or death caused by the above defects.

13. Beginning on or about February 23, 2011, and on numerous occasions since that time, Plaintiffs notified and returned the Vehicle to Stivers Ford and other Ford dealerships for repair, but Ford has been unable to correct the defects. True and accurate copies of statements and/or repair orders for the Vehicle are attached hereto marked as Exhibit "2" and incorporated herein by this reference.

14. Plaintiffs have caused to be performed all regularly scheduled maintenance on the Vehicle and have not misused or otherwise improperly operated the automobile.

15. The defects described above were not the result of any accident, misuse, or negligence on the part of Plaintiffs or any other operator of the Vehicle, alterations, the environment or any other cause that would negate the terms of the Vehicle's warranty.

16. At the time Plaintiffs purchased the Vehicle, Ford expressly warranted that the Vehicle was free from defects in material and workmanship, and that if any defects in material or workmanship were discovered within 36 months from the date of the original purchase or within 36,000 miles of operation, whichever occurred first, Ford would make any repairs or replacements necessary to correct the defects. A copy of the Vehicle's warranty information is attached hereto marked as Exhibit "3".

17. At the time Plaintiffs purchased the Vehicle, Plaintiffs also purchased an extended "bumper to bumper" warranty, which provided that if any defects in material or workmanship were discovered within 4 years from the date of the original purchase or within 60,000 miles of operation, whichever occurred first, Ford would make any repairs or replacements necessary to

correct the defects. See Exhibit "3".

COUNT I
VIOLATION OF IOWA CODE CHAPTER 322G (LEMON LAW)

18. Plaintiffs replead Paragraphs 1-18 hereof and they are incorporated herein by this reference.

19. Pursuant to Iowa Code Section 322G.2(8), the "Lemon Law rights period" is defined as "the term of the manufacturer's written warranty, the period ending two years after the date of the original delivery of a motor vehicle to a consumer, or the first twenty-four thousand miles of operation attributable to a consumer, whichever expires first". Iowa Code § 322G.2(8) (2011).

20. As set forth above, Plaintiffs first reported the Vehicle's defects to Ford and its authorized service agents on or about February 23, 2011, at which time the Plaintiffs had put 13,208 miles on the Vehicle (Vehicle had 13,933 miles total), which is within the "Lemon Law rights period".

21. On or about May 18, 2012, pursuant to Iowa Code Section 322G.4, Plaintiffs directly notified Ford of the defects described above in order to allow Ford a final attempt to cure the defects. A true and accurate copy of the notice is attached hereto marked as Exhibit "4" and incorporated herein by this reference.

22. On or about June 11, 2012, the Vehicle was inspected by Ford, but Ford was unable to repair the defects.

23. On or about June 17, 2012, the Vehicle again experienced the defects described above.

24. On June 18, 2012 Plaintiff directly notified Ford of the continuing defects.

25. The same defects that substantially impair the Vehicle have been subject to examination or repair at least three (3) times by Ford or its authorized service agents, plus a final attempt by Ford to repair the Vehicle pursuant to Iowa Code Section 322G.4(1), and such defects continue to exist.

26. The defects described above are likely to cause death or serious bodily injury and have been subject to examination or repair at least one (1) time by Ford or its authorized service agents, plus a final attempt by Ford to repair the Vehicle pursuant to Iowa Code Section 322G.4(1), and such defects continue to exist.

27. The Vehicle has been out of service by reason of repair by Ford, or its authorized service agents, of one or more defects that substantially impair the Vehicle, for a total of thirty (30) days or more.

28. Ford and its authorized service agents have failed to conform the Vehicle to the warranty by repairing or correcting one or more defects that substantially impair the Vehicle after a reasonable number of attempts.

29. Pursuant to Iowa Code Section 322G.4(2), as a result of Ford's failure to repair the defects in the Vehicle, Plaintiffs are entitled to a refund of the full purchase price Plaintiffs paid for the Vehicle, including all collateral and reasonably incurred incidental charges, less a reasonable offset for Plaintiff's use of the Vehicle.

30. Plaintiffs have demanded that Ford repurchase the Vehicle and refund Plaintiffs the full purchase price Plaintiffs paid for the Vehicle, including all collateral and reasonably incurred incidental charges, less a reasonable offset for Plaintiff's use of the Vehicle, pursuant to Iowa Code

Section 322G.4(2), and such demand has been refused by Ford.

31. Plaintiffs are entitled to recover their reasonable attorneys' fees and costs pursuant to Iowa Code Section 322G.8(3). An Attorney Fee Affidavit is attached hereto marked as Exhibit "4" and incorporated herein by this reference.

WHEREFORE, Plaintiffs, Eric S. Morman and Frances J. Morman, pray that this Court enter judgment against Defendant, Ford Motor Company, in an amount equal to Plaintiffs damages in full, plus attorneys' fees and costs, and for such other and further relief as this Court deems just and equitable.

COUNT II
BREACH OF EXPRESS WARRANTY

32. Plaintiffs replead Paragraphs 1-31 hereof and they are incorporated herein by this reference.

33. The basis of the bargain that induced Plaintiffs to purchase the Vehicle was Defendant's assurance that the vehicle was in first-class running condition and Defendant's promise that in the event repairs were needed within the warranty period, Defendant would repair the Vehicle at their own expense.

34. Defendant knew, or in the exercise of reasonable care should have known, that except for the promises and express warranties described above Plaintiffs would not have purchased the Vehicle.

35. The Vehicle was not as warranted by Defendant, in that it contained and was affected by the above-described defects.

36. Despite numerous and repeated attempts by Defendant to repair the defects, the defects in the Vehicle have not been corrected.

37. As a direct and proximate result of Defendant's breach of the express warranty described above, Plaintiffs have suffered, and will continue to suffer, damages including, but not limited to, expenses of alternate transportation, lost wages, and lost use of the Vehicle.

WHEREFORE, Plaintiffs, Eric S. Morman and Frances J. Morman, pray that this Court enter judgment against Defendant, Ford Motor Company, in an amount equal to Plaintiffs damages in full, plus attorneys' fees and costs, and for such other and further relief as this Court deems just and equitable.

COUNT III
BREACH OF IMPLIED WARRANTY

38. Plaintiffs replead Paragraphs 1-37 hereof and they are incorporated herein by this reference.

39. At the time Plaintiffs purchased the Vehicle, Defendant was a merchant within the meaning of Iowa Code Section 554.2104(1) with respect to the automobile sales transaction described herein.

40. At the time Plaintiffs purchased the Vehicle, Defendant, by virtue of Iowa Code Section 554.2314, impliedly warranted that the Vehicle was merchantable. Iowa Code § 554.2314 (2011).

41. At the time Plaintiffs purchased the Vehicle, Defendant, by virtue of Iowa Code Section 554.2315, impliedly warranted that the Vehicle was fit for the ordinary purposes for which it was sold to Plaintiffs. Iowa Code § 554.2315 (2011).

42. The basis of the bargain that induced Plaintiffs to purchase the Vehicle was Defendant's implied warranties of merchantability and fitness for particular purpose.

43. Defendant knew, or in the exercise of reasonable care should have known, that

PE13-003 001077LCPV

except for the implied warranties described above, the Plaintiffs would not have purchased the Vehicle.

44. The Vehicle was not as warranted by Defendant, in that it contained the defects described above, which defects caused the Vehicle to be unmerchantable and unfit for use as Plaintiffs' personal transportation.

45. Despite numerous and repeated attempts by Defendant to repair the defects described above, the defects in the Vehicle have not been corrected.

46. As a direct and proximate result of Defendant's breach of the implied warranties described above, Plaintiffs have suffered, and will continue to suffer, damages including, but not limited to, expenses of alternate transportation, lost wages, and lost use of the Vehicle.

WHEREFORE, Plaintiffs, Eric S. Morman and Frances J. Morman, pray that this Court enter judgment against Defendant, Ford Motor Company, in an amount equal to Plaintiffs damages in full, plus attorneys' fees and costs, and for such other and further relief as this Court deems just and equitable.

Respectfully submitted,

Peter J. Rolwes, AT0009311
HUDSON, MALLANEY, SHINDLER &
ANDERSON, P.C.
5015 Grand Ridge Drive, Suite 100
West Des Moines, Iowa 50309
Telephone: (515) 223-4567
Fax: (515) 223-8887
Email: Prolwes@hudsonlaw.net
ATTORNEY FOR PLAINTIFF

PE13-003 001078LCPV

MOTOR VEHICLE PURCHASE AGREEMENT

STIVERS FORD LINCOLN MERCURY

1450 E. Hickman Rd. Waukee, IOWA 50263
(515) 987-3697

BUYER'S N[redacted] DATE May 14, 20 10

ADDRESS [redacted] CITY Perry STATE IA ZIP [redacted]

COUNTY Boone REGISTRATION MONTH _____ HOME PHONE [redacted]

I (we) hereby order from you, subject to all terms, conditions and agreements contained herein, and the ADDITIONAL CONDITIONS printed on the reverse side hereof, the following: BUS. PHONE [redacted]

YEAR	MAKE	MODEL OR SERIES	BODY TYPE	COLOR	TRIM
2010	Ford	F150 4WD	Supercab XLT	BLUE	

STK. NO.	MOTOR OR SERIAL	MILEAGE	MOULDING	ROOF
00K10370	1FTFX1EVXA[redacted]	725		

BASE PRICE includes transportation and handling charges.		N/A
AS PER EQUIPPED		
		N/A
NOTICE TO CAR BUYERS: 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 Sales.	TOTAL	36245.00

As part of the purchase price I hereby sell and assign all of my Right, Title, and interest to the following described automobile which is free of any lien or encumbrance whatsoever except as stated below:

DESCRIPTION OF TRADE-IN

YEAR	MAKE	MODEL	TYPE	COLOR
2005	Ford	F150 4WD	Supercab	Stone Green

MTR/SERIAL NO.	MILEAGE
1FTPX14545NB94993	72,999

TITLE NO.	LIC. PLATE NO.	STATE	YEAR

TOTAL CAR	$	36245.00
TRADE ALLOWANCE	$	12310.00
BALANCE $		23935.00
SALES TAX	$	1052.35
DOCUMENT FEE	$	150.00
LIEN FEE	$	10.00
LICENSE AND TITLE FEE	$	120.00
TOTAL	$	25283.35
XXXXXXXXXX (includes Sales Tax)	$	N/A
ESP TYPE JM&A XXXXXXXXXX (includes Sales Tax)	$	1510.00
GRAND TOTAL	$	26793.35
BALANCE OWED TO Raccoon Valley Bank	$	4617.93
DEPOSIT	$	100.00
REBATE	$	4500.00
TIME BALANCE	$	27011.33

DISCLAIMER OF WARRANTIES

Magnuson-Moss Warranty FTC Improvement Act - Public Law 93-637 effective July 5, 1975, requires the following: Stivers Ford Lincoln Mercury hereby expressly disclaims all warranties, and either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Stivers Ford Lincoln Mercury neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle.

I hereby acknowledge that I have read and understand the above and that I have made available to me prior to the purchase the factory warranty which I understand constitutes all of the warranties with respect to the sale of this vehicle and, in the event that the vehicle being purchased is a used vehicle, I hereby acknowledge that I have had made available to me and I have read the limited warranty and that said limited warranty constitutes all of the warranties with respec[redacted]cle.

BUYER'S SIGNATURE _____

THIS IS NOT AN ORDER UNTIL ACCEPTED BY AN OFFICER OF THE COMPANY.

STIVERS FORD LINCOLN MERCURY

BY SALES MANAGER _____

SALESPERSON Billy Conant

BUYER'S CERTIFICATION

I hereby certify that:

(1) The face and reverse sides of this order set forth all of the terms and conditions of the order; there are no other contracts or provisions, oral or written, supplementary or in addition to the provisions expressly set forth in this order; this order cancels and supercedes all other understandings and agreements of the parties prior to the signing hereof and as of the date hereof, when signed by the dealer, comprises the complete and exclusive agreements of the parties, AND

(2) The only existing material defects known to me on the motor vehicle that is being traded in to the dealer are:

NONE AND
(if none, so state)

(3) I have read the terms and conditions of this order and have received a true copy thereof; AND

(4) THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY THE SELLING DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND

(5) I understand that liability insurance coverage which would protect me under the Iowa Motor Vehicle Financial and Safety Responsibility Act is NOT INCLUDED in my purchase of the herein described motor vehicle. I have received a copy of this statement.

[redacted]s Signature)

x _____

THIS IS NOT AN INVOICE

EXHIBIT

tabbies

"1"

PE13-003 001079LCPV

IOWA VEHICLE RETAIL INSTALLMENT CONTRACT SECURITY AGREEMENT, AND DISCLOSURE STATEMENT

DATE: 05/14/2010

CONTRACT NO.

Dealer's (Creditor-Seller) Name and Address	Buyer (and Co-Buyer) Name and Address
Stivers Ford Lincoln Mercury 1450 E Hickman Waukee IA 50263	[redacted] Perry IA [redacted]

Description of Purchased Vehicle ☑ New ☐ Used ☐ Demo ☐ Car ☑ Truck Year 2010

Make Ford Model F150 4WD Body Type Supercab XLT

V.I.N. # 1FTFX1EVXAF[redacted]

Primary Use for which Purchased (check one): ☑ Personal, Household or Family ☐ Business ☐ Agricultural ☐ Other

TRADE-IN	Year, Make & Model	Gross Allowance	Amount Owing	Net Trade-In Allowance or Remaining Trade-In Debt
2005	Ford F150 4WD	$12310.00	$4817.98	$7492.02

Finance Charge: The finance charge is calculated by the (check the appropriate box): ☐ precomputed method ☑ simple interest method.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of $2,092.02
6.04 %	$ 5,256.91	$ 27,011.33	$ 32,268.24	$ 44,360.26

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments	When Payments Are Due
72	$448.17	Monthly Beginning: 06/13/2010

Security: You are giving a security interest in the vehicle being purchased.

Late Charge: If any payment is not paid in full within 10 days after it is due, you will be charged an amount as follows: ☐ $20.00 or 5% of the payment which is late, whichever is less (for precomputed transactions); or ☑ $15.00 or 5% of that part of the payment which is late, whichever is less (for simple interest transactions).

Prepayment: If you pay off early, you (check the appropriate boxes): ☐ will ☑ will not have to pay a minimum charge of $7.50; ☐ may be entitled to a refund of part of the finance charge because this contract is pre-computed.

See the other side of this contract for additional terms including information about nonpayment, default; any required repayment in full before the scheduled date, prepayment refunds and security interest.

INSURANCE COVERAGE

Physical Damage Insurance is required. You may obtain it from anyone who is acceptable to us or you may provide it through a policy you already have. If you get the insurance from us, the cost is shown in item 4e at right. **INSURANCE OBTAINED FROM US DOES NOT INCLUDE LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS.**

Term: _____ months

Insurance Company:

☐ Collision ($ N/A deductible)

☐ Comprehensive ($ N/A deductible)

☐ Fire, Theft and combined additional coverage

Other required insurance (describe):

Other optional insurance (describe):

Credit Life, Credit Accident and Health Insurance ("Credit A & H Insurance") and/or debt cancellation (GAP) coverage are not required to obtain credit. They will not be provided unless you agree to pay by checking the coverage and signing below. The cost of the coverage is shown in item 4 at right. Check the coverage desired:

☐ Life (☐ Buyer ☐ Co-Buyer ☐ Both) ☐ Debt Cancellation (GAP)

☐ Accident and Health (☐ Buyer ☐ Buyer & Co-Buyer)

Insurance Company: N/A

You want to buy the coverage checked above for the term of the contract and at the cost listed in item 4 at right.

ITEMIZATION OF AMOUNT FINANCED

1.	**Cash Price**		$ 36395.00 (1)
2.	**Down Payment**		
	a. Cash Down Payment	$ 100.00	
	b. Net Trade-In Allowance	$ 7492.02	
	c. Rebate	$ 4500.00	
	Total Down Payment (2a+2b+2c)		$ 12092.02 (2)
3.	**Unpaid Balance of Cash Price** (1 minus 2)		$ 24302.98 (3)
4.	**Paid to Others on Your Behalf**		
	To Public Officials for:		
	a. License and Title Fees	$ 120.00	
	b. Lien Filing Fee	$ 10.00	
	c. Taxes (not in Cash Price)	$ 1062.35	
	d.	$ N/A	
	*To Insurance Companies for:		
	e. Physical Damage Insurance	$ N/A	
	f. Credit Life Insurance	$ N/A	
	g. Credit A and H Insurance	$ N/A	
	*h. To Jm&A for Service Contract	$ 1510.00	
	*i. To for	$ N/A	

... about nonpayment, default; any required repayment in full before ... prepayment refunds and security interest.

INSURANCE COVERAGE

Physical Damage Insurance is required. You may obtain it from anyone who is acceptable to us or you may provide it through a policy you already have. If you get the insurance from us, the cost is shown in item 4e at right. INSURANCE OBTAINED FROM US DOES NOT INCLUDE LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS.

Term: _____ months

Insurance Company:

☐ Collision ($ N/A deductible)

☐ Comprehensive ($ N/A deductible)

☐ Fire, Theft and combined additional coverage

Other required insurance (describe):

Other optional insurance (describe):

Credit Life, Credit Accident and Health Insurance ("Credit A & H Insurance") and/or debt cancellation (GAP) coverage are not required to obtain credit. They will not be provided unless you agree to pay by checking the coverage and signing below. The cost of the coverage is shown in item 4 at right. Check the coverage desired:

☐ Life (☐ Buyer ☐ Co-Buyer ☐ Both) ☐ Debt Cancellation (GAP)

☐ Accident and Health (☐ Buyer ☐ Buyer & Co-Buyer)

Insurance Company: N/A

You want to buy the coverage checked above for the term of the contract and at the cost listed in item 4 at right.

X _____
Buyer Signature Date

X _____
Co-Buyer Signature Date

ITEMIZATION OF AMOUNT FINANCED

1.	**Cash Price**		$ 36395.00 (1)
2.	**Down Payment**		
	a. Cash Down Payment	$ 100.00	
	b. Net Trade-In Allowance	$ 7492.02	
	c. Rebate	$ 4500.00	
	Total Down Payment (2a+2b+2c)		$ 12092.02 (2)
3.	**Unpaid Balance of Cash Price** (1 minus 2)		$ 24302.98 (3)
4.	**Paid to Others on Your Behalf**		
	To Public Officials for:		
	a. License and Title Fees	$ 120.00	
	b. Lien Filing Fee	$ 10.00	
	c. Taxes (not in Cash Price)	$ 1062.35	
	d.	$ N/A	
	*To Insurance Companies for:		
	e. Physical Damage Insurance	$ N/A	
	f. Credit Life Insurance	$ N/A	
	g. Credit A and H Insurance	$ N/A	
	*h. To Jm&A for Service Contract	$ 1510.00	
	*i. To for	$ N/A	
	*j. To for	$ N/A	
	*k. To for	$ N/A	
	Total Paid to Others (add 4a through 4k)		$ 2705.35 (4)
5.	**Amount Financed** (3+4)		$ 27011.33 (5)

* We may be retaining a portion of these amounts.

You are buying a used vehicle, 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. La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y que aparezca en el contrato de venta.

NOTICE TO CONSUMER (BUYER): (1) Do not sign this paper before you read it.(2) You are entitled to a copy of this paper.(3) You may prepay the unpaid balance at any time without penalty, and may be entitled to receive a refund of unearned charges in accordance with law.(4) If the box in the Prepayment section above is checked, and you prepay the unpaid balance, you will have to pay a minimum charge no greater than seven dollars and fifty cents ($7.50).

The Annual Percentage Rate may be negotiable with the Dealer. The Dealer may assign this contract and retain its right to receive a part of the Finance Charge.

By signing this contract, you are certifying that you are at least 18 years old, that you have read this contract, front and back, and agree to its terms, and that you have received a copy of it on the date by your signature.

X _____
Dealer's Authorized Representative 5/14/2010 Date

X [redacted] 5/14/2010
Buyer's Signature Date

X _____
Signature of Co-Owner not obligated on debt consenting to and granting security interest Date

X _____
Co-Buyer's Signature Date

FOR DEALER'S USE ONLY: DEALER'S ASSIGNMENT

For valuable consideration, which Dealer acknowledges receiving, Dealer assigns this contract and the debt secured by it to _____ ("Assignee"): ☐ (A) with recourse ☐ (B) with recourse for a period of _____ days but without recourse thereafter ☐ (C) without recourse: or ☐ (D) subject to the provisions of an underlying agreement currently in effect between Dealer and Assignee. (Check one.)

Community Choice Credit Union

Dealer certifies that the buyer has the legal capacity and authority to execute this contract, that there has been no default, that the vehicle is free and clear of all claims, liens and encumbrances of any kind, that Dealer has complied with all applicable provisions of the Iowa Consumer Credit Code and the Federal Truth in Lending Act, and that all disclosures required by law were made to the buyer before execution of the contract.

If this assignment is made subject to (A) (with recourse) or (B) (with recourse for a specified period of time), then if the buyer defaults in payment during the period recourse is in effect, Assignee must give Dealer notice of the default, in writing, within 30 days after the default. If Assignee fails to give Dealer this notice, Assignee will have no claim against Dealer for any loss sustained by Assignee as a result of the buyer's refusal or failure to pay any or all of the debt.

If this agreement is made subject to (B) (with recourse for a specified period of time) or (C) (without recourse), then after the period of recourse, if the buyer fails or refuses to make any payment because of a claim against Assignee resulting from an alleged breach of contract relating to this debt by Dealer, Assignee must promptly inform Dealer in writing of the claim and default. At Dealer's option, Dealer may elect to settle or defend against the claim. Dealer agrees to indemnify Assignee for any loss to Assignee resulting from Dealer's election to settle or defend against the claim. If Dealer does not elect to settle or defend against the claim, then Dealer agrees to indemnify Assignee for any loss to Assignee resulting from a judicial set-off recovery against Assignee on the claim.

5/14/10 Signature and Title of Dealer's Authorized Representative: _____

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BUYER ORDER

IADA

TERMS AND CONDITIONS OF ORDER

The Order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

1. This agreement is not binding until signed by an authorized representative of the Dealer.

2. Verbal promises by salesmen are not valid. Any promises or understandings not herein specified in writing are hereby expressly waived by the Buyer. Said motor vehicle, accessories and extras to be delivered on the date specified or as soon thereafter as practicable subject to delays on account of fires, strikes, riot, war, shutdowns at the factory, Dealer's inability to procure delivery from the factory, or to other casualties or circumstances beyond Dealer's control, time of delivery in any event to be deemed extended correspondingly.

3. The price of the motor vehicle quoted herein includes any tax or taxes imposed by any governmental authority prior to or at the time of the order of such motor vehicle unless expressly so stated, but the Buyer assumes and agrees to pay, unless prohibited by law, any taxes, except income taxes, imposed on or incidental to the transaction herein, regardless of the person having the primary tax liability.

4. The price quoted in this Order is for immediate delivery, but if the price of the motor vehicle or accessories or the tax imposed by any governmental authority should be changed by the manufacturer or the governmental authority before the motor vehicle has been delivered to the Dealer, then this Order shall be construed as if the changed price was originally inserted herein. The Buyer hereby agrees that the Dealer shall in no way be held liable for any changes in design or models, even though they do not meet the approval of the Buyer. The Buyer hereby agrees to take the motor vehicle as produced by the manufacturer. Buyer agrees to take delivery and pay balance due within twenty-four (24) hours after being notified that the motor vehicle is ready for delivery.

5. If the used vehicle traded in by the Buyer is not delivered to the Dealer at the time this Order is signed,or, if at the time of such delivery, the said vehicle and/or its tires or equipment is not in the same condition as when appraised then it is agreed that such used vehicle shall be reappraised by the Dealer as of the time of such delivery, and the trade-in allowance for such used vehicle shall be the amount of such re-appraisal. If such re-appraisal value is lower than the original allowance shown on the reverse side hereof, Buyer may, if dissatisfied with such re-appraisal value, cancel this Order. Such right to cancel, however, must be exercised by the Buyer prior to the delivery of the motor vehicle covered by this Order to the Buyer and the surrender of the used motor vehicle traded in to the Dealer. The Buyer agrees to deliver the original Bill of Sale and the title to any used motor vehicle traded herein along with the delivery of such motor vehicle, and the Buyer warrants such used motor vehicle to be his property, free and clear of all liens and encumbrances, except as otherwise noted herein. The trade-in allowance shown in this order is the amount that the Dealer agrees to allow providing the purchaser accepts delivery and completes the deal at the time agreed upon in accordance with the stipulated terms. In the event of any disagreement over the value of the car traded in, the Dealer will not be liable for any more than the wholesale market value as determined by the wholesale figure as shown in the Black Book or N.A.D.A. Book, less the estimated cost of reconditioning same.

6. If the contract balance on the used vehicle traded in should be more than the amount indicated on this Order, the Buyer agrees to pay the Dealer such excess in cash immediately upon demand, or, at his option, the Dealer may cancel this Order. Should the amount of such payoff be less than indicated on the Order, such difference shall be applied to the Buyer's conditional sale contract, if any, and otherwise paid to the Buyer in cash.

7. The Buyer warrants that all taxes of every kind levied against the used vehicle traded in have been fully paid. Should any government agency levy or claim a tax lien or demand on or against such used vehicle, the Dealer may, at his option, pay the same and the Buyer agrees to pay the amount thereof immediately upon demand. If the used vehicle traded in is registered or licensed in any place other than the State of this sale, the Buyer agrees to immediately secure registration for such vehicle and to pay any and all expenses or registration fees incidental thereto. Should the Dealer assume or be put to any expenses in connection with such registration, the Buyer will pay the Dealer the amount thereof on demand.

8. Title to the motor vehicle ordered herein and right to possession of the same, shall remain in the Dealer until the entire purchase price is fully paid in cash. No check shall constitute payment unless and until it is paid by the bank on which it is drawn when first presented.

9. It is expressly agreed that there are no warranties, express or implied, made either by the Dealer or the manufacturer on the motor vehicle, chassis, parts or accessories furnished hereunder, unless a separate written warranty is given by the Dealer to the Buyer at the time of sale. This applies to new motor vehicles as well as used motor vehicles. The Buyer must have a written guarantee in his possession to secure an adjustment.

10. In case the motor vehicle covered by this Order is a used motor vehicle, no warranty or representation is made by the Dealer as to the extent such motor vehicle has been used, regardless of the mileage shown on the speedometer of said used motor vehicle. The Dealer does not warrant the correctness of the year of manufacture or model of motor vehicle. The Buyer hereby agrees that he has verified the description of the motor vehicle to his own satisfaction, and that it is the motor vehicle he desires to purchase, regardless of the extent to which such motor vehicle has been used or regardless of whether the description contained in the Order is correct or not. There is no warranty or representation as to the correctness of the description used.

11. This Order is not assignable or transferable without the written consent of the Dealer. No change in the terms or conditions of this Order after execution by the Buyer can be made without the written consent of the Dealer.

12. The Buyer hereby guarantees that all statements made by him and set forth in this Order and in the reference statement concerning credit information signed at the time of signing this Order are true and correct, and, that the Dealer may accept them as being true representations of existing facts.

13. If Buyer fails to perform all the terms and conditions of this Order, the Dealer may exercise any right or remedy given him by law in addition to all rights and remedies specified herein, and all such rights and remedies shall be cumulative and may be exercised at the Dealer's election.

14. Buyer understands that credit purchases are subject to finance or bank approval, and if rejected, motor vehicle must be returned to Dealer on demand in the same condition as when accepted by Buyer.

15. New Car and New Car Demonstrators may have been subjected to minor paint and body repairs resulting from transportation and or other related damages.

16. A. Price revision: In the event the price to the Dealer of the series and body type ordered by Buyer is changed by the manufacturer prior to delivery to Buyer of the vehicle ordered by Buyer, Dealer has the right to accordingly change the cash delivered price to Buyer, provided that if Buyer does not agree with such price change Buyer may cancel this Purchase Agreement, in which event if a used vehicle has been traded in as a part of the consideration for the vehicle purchased by Buyer, such traded-in vehicle shall be returned to Buyer upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer the amount received therefor less a selling commission of 15% and any exponse (for storing, insuring, conditioning or advertising such vehicle for sale) shall be returned to Buyer.

16. B. Reappraisal of traded-in vehicle: If a vehicle has been traded in as a part of the consideration for the vehicle ordered by Buyer hereunder and such vehicle is not delivered to Dealer until delivery to Buyer of the vehicle purchased by Buyer, such traded-in vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such vehicle if such reappraised value is lower than the original allowance therefor shown on the face of this Purchase Agreement, Buyer may, if dissatisfied therewith, cancel this Purchase Agreement, provided, however, that such right to cancel is exercised prior to delivery of the vehicle ordered hereunder to the Buyer and surrender of the traded-in vehicle to Dealer.

Buyer's warranty of title: Buyer warranties that the traded-in vehicle is his property, free and clear of all liens and encumbrances except as otherwise noted on the title.

17. Unless this Purchase Agreement shall have been cancelled by Buyer under and in accordance with the provisions of terms and conditions, Dealer shall have the right, upon failure or refusal of Buyer to accept delivery of the vehicle ordered and to comply with the terms of this Purchase Agreement, to retain as liquidated damages any cash deposit made by Buyer, and, in the event a vehicle has been traded in as a part of the consideration for the vehicle ordered by Buyer hereunder to sell such traded-in vehicle and reimburse himself with the proceeds of such sale for the expenses specified in paragraph 17 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Buyer.

18. Failure or delay of delivery. Dealer shall not be liable for failure to deliver or delay in delivery of the vehicle covered by this Purchase Agreement where such failure or delay is due, in whole or in part, to any cause other than the negligence of Dealer.

Stivers Ford
LINCOLN MERCURY

1450 EAST HICKMAN RD.
WAUKEE, IOWA 50263
www.stiversflm.com

SALES (515) 987-3697
SERVICE DIRECT (515) 987-7233
PARTS DIRECT (515) 987-7232
QUICK LANE (515) 987-7235
BODY SHOP (515) 987-7234

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM

SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$	$	$
PARTS	LABOR	TOTAL

Authorized Signature and Date

SERVICE INSTALLED PARTS			PROGRAM CODE(S)	DEALER CODE
DATE INSTALLED (MO. DAY YR.)	ACCRUED MILEAGE (OMIT TENTHS)	ORIGINAL R.O. NUMBER	REPAIR 1	F53594
APPROVAL CODE OR NO.	COMMITMENT CODE		REPAIR 2	P & A CODE
			REPAIR 3	09568

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

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

Adv: 746 MARTIN ROGER	Tag: 8931	License: [redacted] 1FTFX1EVX AF[redacted]	Page: 1	Invoice: W19236

Invoice to	Driver/Owner Information
[redacted]	[redacted]
PERRY, IA [redacted]	PERRY, IA [redacted]
Home: [redacted]	Home [redacted]

For Office Use		Vehicle Information
Odometer in: 13903 Out:	Dist: FMC WAR W Prelim	10 FORD F-150 4WD XCAB BLUE
		Stock#: 00K10670

Begin: 02/23/11	Done: 02/24/11	Invoiced: 02/24/11 12:30 PM	Inservice: 05/18/10	Production: 12/04/09	Sold: 05/14/10

Customer Concern

Concern +51	CUST. STATES BATT. WILL GO DOWN OVERNITE	Operation	Tech	Units		Amount
Cause	NPF	NPF	634	0.3	S	5.42
Correction	NPF					
Comment	NPF					
	Tech 634 REED, MIKE					
	CONCERN CD : 025 COND CODE : 02					
	Line Auth: TC 02/24/11 12:27					
		Subtotal				
		LAB-MECHANICAL				5.42
		258 CHARGE TO		7750		5.42-
Type: W		TOTAL CHARGE FOR CONCERN				0.00

Concern +52	CUST. STATES PARKING BRAKE LT. AND ABS LT. ARE ON	Operation	Tech	Units		Amount
Cause	ABS MODULE FAILED	2219D	634	0.7		59.90
Correction	ANTI-LOCK BRAKE SYSTEM - DIAGNOSIS					
52-1	ABS - DIAGNOSTIC PIN POINT TEST	2219D45	634	0.3		25.67
52-2	MODULE - ANTI LOCK - REPLACE	2219D6	634	0.3		25.67
Parts	Part Number PO# Note Description	Qty	List	Sell		
	SPO AL3Z 2C219 H *CONTROL	1	395.95	257.37		257.37
	Parts: Count 1.00 Allowance: 102.95					
	Tech 634 REED, MIKE					
	CONCERN CD : H19 COND CODE : 42					
	FP- AL3Z2C219H					
	Part Auth: 02/24/11 12:26					
		Subtotal				

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X

EXHIBIT "2"

UCS02004 OMER

PE13-003 001083LCPV

Stivers Ford
LINCOLN MERCURY

1450 EAST HICKMAN RD.
WAUKEE, IOWA 50263
www.stiversflm.com

SALES (515) 987-8697
SERVICE DIRECT (515) 987-7233
PARTS DIRECT (515) 987-7232
QUICK LANE (515) 987-7235
BODY SHOP (515) 987-7234

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM

SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$	$	$
PARTS	LABOR	TOTAL

Authorized Signature and Date

SERVICE INSTALLED PARTS			PROGRAM CODE(S)	DEALER CODE
DATE INSTALLED MO. DAY YR.	ACCRUED MILEAGE OMIT TENTHS	ORIGINAL R.O. NUMBER	REPAIR 1	F53594
APPROVAL CODE OR NO.	COMMITMENT CODE		REPAIR 2	P & A CODE
			REPAIR 3	09568

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

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

Adv: 746 MARTIN ROGER	Tag: 8931	License: 935TPW	1FTFX1EVX[redacted]	Page: 2	Invoice: W19236

Invoice to: MORMAN, ERIC	Driver/Owner: MORMAN, ERIC
Invoiced: 02/24/11 12:30:35 PM	10 FORD F-150 4WD XCAB BLUE

		PARTS	360.32
		LAB-MECHANICAL	111.24
Type: W		TOTAL CHARGE FOR CONCERN	471.56

Summary of Charges for Invoice W19236			Payment Distribution for Invoice W19236	
PARTS		360.32	TOTAL CHARGE	471.56
LAB-MECHANICAL		116.66		
258 CHARGE TO	7750	5.42-	FAC WARRANTY	471.56
TOTAL CHARGE		471.56		

If you have any questions - please see MARTIN ROGER

Last Page

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X

UC502004 CUSTOMER

PE13-003 001084LCPV

Moffitt's FORD LINCOLN

Moffitt's Ford Lincoln
1819 SE Marshall Street
Boone, Iowa 50036
515-432-6336
1-800-728-3673

[redacted]
PERRY, IA [redacted]
Phone (H [redacted] Phone (W):
Phone (C [redacted] Phone Oth:
Year/Make/Model: 2010 Ford F150
VIN: 1FTFX1EVX A[redacted]
License Number: Color:
Stock Number: Mileage In: 23508
Tag Number: Mileage Out: 23508

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Tony Mrazek
Estimate Amount: $
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number
210121
Printed: APR 17 12 12:17 PM
Copy # 1
Date Opened: 11/17/11
Date Notified: 12/02/11
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
Customer States CK VEHICAL STRTED CUTTING OUT AND DIED WHEN TURNING CORNER , VEHICAL WOULD NOT RESTART , ALSO GAUGES STARTING SWEEPING AND ACTING FUNNY , CUSTOMER LET VEHICAL SIT FOR AWHILE AND CAME BACK AND VEHICAL STARTED					
1 -- Correction/Action Taken					
IDS TEST , NO CODES , TEST DROVE SEVERAL TIMES , CALLED HOTLINE , COUKLD NOT DUPLICATE					0.00
Sub Total Parts					Warranty
SubTotal Job # 1					Warranty
Miscellaneous Charges and Deductions For All Jobs					

TERMS: ALL REPAIRS ARE STRICTLY CASH UNLESS SPECIFIED OTHERWISE PRIOR TO WORK BEING DONE.

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

Moffitt's Ford Lincoln
1819 SE Marshall Street
Boone, Iowa 50036
515-432-6336
1-800-728-3673

[redacted]	A/R Number:	Invoice Number
	Customer Number: [redacted]	213658
PERRY, IA [redacted]	PO Number:	Printed: APR 17 12 12:23 PM
[redacted] Phone (W):	Auth Number:	Copy # 2
Phone (C): Phone Oth:	Service Writer: Tony Mrazek	Date Opened: 02/24/12
Year/Make/Model: 2010 Ford F150	Estimate Amount: $	Date Notified: 04/28/12
VIN: 1FTFX1EVX AF[redacted]	Terms & Conditions:	Date Delivered:
License Number: Color:	Type of Sale: Retail	
Stock Number: Mileage In: 24685	*Customer Signature*	
Tag Number: Mileage Out: 24750		

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
Customer States CK SEVERAL LIGHTS ON DASH COMES ON , WRENCH , CK ENGINE LIGHT , VEHICAL WWANTS TO DIE , VEHICAL ACTS LIKE IT IS STUCK IN 2ND GEAR , SEEMS TO DO IN WET CONDITIONS					
1 – Correction/Action Taken					
CK AND TRY TO VERIFY CONCERMN , TEST DRIVE SEVERAL TIMES , IDS TEST , SOMETIMES WOULD NOT COMMUNICATE , COULD NOT DUPLICATE CONCERN , RELEASED VEHICAL					0.00
Sub Total Parts					Warranty
SubTotal Job # 1					Warranty
Miscellaneous Charges and Deductions For All Jobs					

TERMS: ALL REPAIRS ARE STRICTLY CASH UNLESS SPECIFIED OTHERWISE PRIOR TO WORK BEING DONE.

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

Moffitt's Ford Lincoln
1819 SE Marshall Street
Boone, Iowa 50036
515-432-6336
1-800-728-3673

[redacted]	A/R Number:	Invoice Number
	Customer Number: [redacted]	214977
PERRY, IA [redacted]	PO Number:	Printed: APR 17 12 12:17 PM
	Auth Number:	Copy # 2
Phone (H): [redacted] Phone (W):	Service Writer: Tony Mrazek	Date Opened: 04/03/12
Phone (C): Phone Oth:		
Year/Make/Model: 2010 Ford F150	Estimate Amount: $	Date Notified: 04/05/12
VIN: 1FTFX1EVX AF[redacted]	Terms & Conditions:	Date Delivered:
License Number: Color:	Type of Sale: Retail	
Stock Number: Mileage In: 26816	*Customer Signature*	
Tag Number: Mileage Out: 26816		

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
Customer States CK SEVERAL LIGHTS ON DASH COMES ON , WRENCH LIGHT , CK ENGINE LIGHT , VEHICAL WANTS TO DIE , VEHICAL ACTS LIKE IT IS STUCK IN 2ND GEAR , SEEMS TO DO IT WORSE IN WET CONDITIONS					
1 -- Correction/Action Taken					
TEST DRIVE AND WRENCH LIGHT IS ON , TRUCK IS IN 3RD GEAR , RAN IDS TEST AND TRUCK WILL NOT COMMUNICATE WITH IDS , MANUALLY ENTERED RIM AND HAD CODE U01D0 IN ABS , APIM , IC , OCSM , TCCM , TCM MODULERS FOR NO HIGH SPEED NETWORK MODLUES FAILED , PREFORMED PINPOINT TEST FOR HS NETWORK , RESISTANCE AND VOLTAGE ARE IN SPEC , CONTACTED HOTLINE AND WAS ADVISED TO DISCONNECT ALL HS NETWORK MODULES ONE AT A TIME TO SEE IF MODULES WILL COMMUNICATE , REMOVED I/C MODULE AND UNHOOKED ALSO DISCONNED ABS , OCSM ,DSM , 4X4 RCM , APIM AND TRANS CONNECTORS , NONE HELPED , REMOVED PASSENGERS KICK PANELAND STEP PLATES AND DRIVERS SEAT TO INSPECT NETWORK WIRING , NO PROBLEMS FOUND , INSPECTED AND CK UNDERHOOD HARNESS AND UNDER DASH HARNESS FOR CHAFFING AND PROBLEMS ALL OK , CK NETWORK WIRES FOR SHORT TO GROUND AND POWER TO LOCK OTHER WHILE MODULES UNHOOKED ALL OK , HS AND MS WITH IDS OCCISCOPE WHILE WIRE HARNESS , NO PROBLEMS FOUND , WORKED WITH BOB KING AND CK MODULES AND NETWORK WIRES , FOUND TERMINAL SPREAD AT DCL CONNECTOR PIN14 , FURTHER DIAGNOSED P0716 AND PERFORMED PINPOINT TEST , TEST INDICATED MECHATRONICS UNIT INSIDE TRANS BAD , CK AND REPLACE MEGATRONICS PER BOB KING , FSC -----PER BOB KINGS FSC COMMENTS , 04/03/2012 ON SITE TAR FOR NO COMMUNICATIONS ON H/S CAN NETWORK W/ALL MODULES , ALSO HAD P0716 DTC FOR TSS , RESOLVED W/B WIRING ISSUE @OLC W/SPREAD PIN AND TERMINAL , RUN PPT FOR TSS AND MONITOR PIDS FAULT FOUND , REPLACE MECATRONICS PER BOB KING---SEE BOB KINGS REPORT FOR MT SUPPORT					0.00

Moffitt's Ford Lincoln
1819 SE Marshall Street
Boone, Iowa 50036
515-432-6336
1-800-728-3673

[redacted]	A/R Number: [redacted]	Invoice Number
	Customer Numb[redacted]	214977
PERRY, IA [redacted]	PO Number:	Printed: APR 17 12 12:17 PM
[redacted] Phone (W):	Auth Number:	Copy # 2
Phone (C): Phone Oth:	Service Writer: Tony Mrazek	Date Opened: 04/03/12
Year/Make/Model: 2010 Ford F150	Estimate Amount: $	Date Notified: 04/05/12
VIN: 1FTFX1EVX AF[redacted]4	Terms & Conditions:	Date Delivered:
License Number: Color:	Type of Sale: Retail	
Stock Number: Mileage In: 26816	*Customer Signature*	
Tag Number: Mileage Out: 26816		

Description			QtyOrd	Qty Del	Price	Ext Total	Grand Total
Part Number	Failed	Description					
9L3Z7A100C		CONTROL ASY TRANSMISSION	1	1			
XT10QLVC		OIL AUTOMATIC TRANSMISSION	9	9			
6L2Z7A191BA		GASKET	1	1			
6L2Z7G276AA		CONNECTOR	1	1			
		Sub Total Parts					Warranty
		SubTotal Job # 1					Warranty
Miscellaneous Charges and Deductions For All Jobs							

TERMS: ALL REPAIRS ARE STRICTLY CASH UNLESS SPECIFIED OTHERWISE PRIOR TO WORK BEING DONE.

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

Granger Motors

We don't want to be the biggest... JUST THE BEST!

HWY 141 PO Box 57
Granger, IA 50109
Telephone: (515) 999-2224
Fax: (515) 999-2385

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:00 p.m.
Monday - Friday
10:00 a.m. - 2:00 p.m.-Saturday

R/O Open Date	R/O Number
5/08/12	699618/1
R/O Close Date	**Status**
5/11/12	Pre-Invoice
Mileage In	**Mileage Out**
28691	28691
Service Advisor / Tag #	
GREG WATERS	

[redacted]
PERRY, IA [redacted]

Work Phone	Vehicle Identification Number	
[redacted]	1FTFX1EVXAF[redacted]	
	Delivery Date	**In-Service Date**

Year	Make	Model		Color	License Number
2010	FORD	F-150	4WD SUPERCAB 145"		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - 21TRANMISS: TRANSMISSION CONCERN CUST STATES WRENCH LIGHT COMES ON WHILE DRIVING AN D SEEMS AS IF TRANSMISSION IS STUCK IN 3RD GEAR/ R OAD TEST TO DUPLICATE CONCERN Caused by REMOVED STORED CODES, TEST DROVE VEHICLE 56 MILES, CHECKED FOR ANY NEW CODES(NONE), FAXED ALL PAPER WORK TO FORD MOTOR COMPANY PER NANCY IN CUSTOMER SERVICE. Work performed by IAN (446) Sub Total: .00	
**********	
* Granger Motors Express Lane Is Now Servicing All Makes * * And All Models! You Can Now Bring Any Chevrolet, GMC, * * Honda, Toyota, Hyundai, Kia, Etc. And Meet All Of Your * * Service And Maintenance Needs! *	
**********	
PU Dropped off 28,691 @ grang. Mtr 5/7/12	
PU picked up granger Mtr 5/11/12 4:02 28754	
Picked up loaner car 5/7/12 + returned 5/11/12	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2003 ARKONA, Inc. - Dealership Application Group (800)845-1078

VEHICLE DESCRIPTION

F-150

2010 F-150 4X4 S
XLT 145" WHEEL
5.4L FFV V8 ENG
ELECTRONIC 6-S

www.fordvehicles.com

STANDARD EQUIPMENT **INCLUDED AT NO EXTRA CHARGE**

EXTERIOR
- AUTOLAMP-AUTO ON/OFF HDLMP
- FRONT TOW HOOKS
- LOCKING REMOVABLE TAILGATE W/ LIFT ASSIST
- REAR PRIVACY GLASS
- SPARE TIRE & WHEEL LOCK

INTERIOR
- AIR CONDITIONING - MANUAL
- COLOR COORD CARPET & MATS
- COVRD VISOR VANITY MIRRORS
- CRUISE CONTROL/TILT WHEEL
- OUTSIDE TEMP/COMPASS DSPLY

FUNCTIONAL
- 2-SPD TRANSFER CASE
- 4 PIN TRAILER WIRING
- AUXILIARY POWER POINT
- CARGO BOX TIE DOWN HOOKS
- EASY FUEL CAPLESS FILLER
- FAIL-SAFE COOLING SYSTEM
- FULLY BOXED FRAME
- POWER RACK&PINION STEERING
- POWER WNDOWS/LOCKS/MIRRORS
- TIRE PRSURE MONITORING SYS
- TRAILER SWAY CONTROL

SAFETY/SECURITY
- 3-PT RESTRAINT - REAR SEAT
- 4-WHEEL DISC BRAKES W/ABS
- ADVANCETRAC W/ ROLL STABILITY CONTROL
- AIRBAGS, FRONT SIDE SEAT
- REAR HIGH MOUNT STOP LAMP
- SAFETY CANOPY
- SECURILOCK ANTI THEFT IGN

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

EPA Fuel Economy Estimates

GASOLINE CITY MPG
14
Expected range for most drivers 11 to 17 MPG

*Fuel economy when operating on E85 will yield different values than gasoline. See Fuel Economy Guide for more information.

Dual Fuel Vehicle*
Gasoline-Ethanol(E85)

Estimated Annual Fuel Cost
$2,601
based on 15,000 miles at $2.60 per gallon of gasoline

Combined Gasoline Fuel Economy
This Vehicle
15
10 — 22
All Standard Pickups

GASOLINE HIGHWAY MPG
18
Expected range for most drivers 14 to 22 MPG

Your actual mileage will vary depending on how you drive and maintain your vehicle.

See the FREE Fuel Economy Guide at dealers or www.fueleconomy.gov

SOLD TO 53B 594	ONE	DEALER NO.	METHOD OF TRANSP.
Ed Stivers Ford 1450 East Highway 6 Waukee IA 50263	RI6P	53B 594	RAIL ITEM #: 53-1328 O/T :
SHIP TO (IF OTHER THAN SOLD TO)	TWO	1FTFX1EVXAFB07734	
SHIP THROUGH	FINAL ASSEMBLY POINT	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Tit Dealer installed options or acc	
	DEARBORN	9L241 N RB 2X 01	

EXHIBIT
tabbies
"3"

EXTENDED SERVICE PLAN

Ford Extended Service Plan is the only service contract backed by Ford and honored at all Ford and Dealers. Ask your dealer for prices and additional details or see our website at www.ford-esp.com

AF B07734

PERCAB
ASE STYLESID
IE
D AUTO

EXTERIOR
BLUE FLAME
INTERIOR
STONE 40/20/40 PREM CLOTH

PRICE INFORMATION	Manufacturer's Suggested Retail Price
STANDARD VEHICLE PRICE	$32,140.00
OPTIONAL EQUIPMENT	
2010 MODEL YEAR	
BLUE FLAME	
PREFERRED EQUIPMENT PKG.507A	
.AM/FM STEREO/CLOCK/SINGLE CD	
5.4L FFV V8 ENGINE	630.00
P275/55R20 OWL ALL-TERRAIN	NO CHARGE
3.55 RATIO LIMITED SLIP AXLE	300.00
7200# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
SYNC VOICE ACTIVATED SYSTEMS	395.00
TRAILER TOW PACKAGE	350.00
XLT CONVENIENCE PACKAGE	495.00
.POWER ADJUSTABLE PEDALS	
.POWER SIGNAL HEATED MIRRORS	
.FOG LAMPS	
.PWR DRIVER SEAT	
20" CHROME CLAD ALUMINUM WHLS	995.00
DRIVERS PACKAGE	225.00
XLT CHROME PACKAGE	1,545.00
.CHROME STEP BAR	
SAT RADIO W/6 MOS SERVICE	195.00
TOTAL OPTIONS	5,130.00
TOTAL VEHICLE & OPTIONS	37,270.00
DESTINATION & DELIVERY	975.00
TOTAL BEFORE DISCOUNTS	38,245.00
XLT SYNC CHROME & TOW D	- 1,000.00
TOTAL SAVINGS	- 1,000.00

TOTAL MSRP $37,245.00

GOVERNMENT SAFETY RATINGS

Frontal Crash — Driver ★★★★★ Passenger ★★★★★

Star ratings based on the risk of injury in a frontal impact.
Frontal ratings should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ Rear seat ★★★★★

Star ratings based on the risk of injury in a side impact.

Rollover ★★★

Star ratings based on the risk of rollover in a single vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or call 1-888-327-4236

Carefree Car Protection®

CAREFREE CAR PROTECTION®

MECHANICAL FAILURE SERVICE CONTRACT

VEHICLE INFORMATION

CONTRACT NUMBER	FORM NUMBER	SERIAL NUMBER
J000 10159562	D1000107	1FTFX1EVXAFB07734

YEAR	MAKE	MODEL	CURRENT ODOMETER READING
2010	Ford	F-150 4WD	725

DEALER INFORMATION

SELLING DEALER			FWS DEALER #
Silvers Ford Lincoln Mercury			15006
DEALER ADDRESS	CITY	STATE	ZIP
1400 E Mickman	Waukee	IA	50263
LIENHOLDER	ADDRESS		
Community Choice Credit Union	Po Box 715, 700 E Lyon St Des Moines IA 50306		
DEALER SIGNATURE			

SERVICE CONTRACT INFORMATION*

TERM / MILEAGE SELECTED

1 YEAR / 12,000 MILES		5 YEARS / 100,000 MILES	
2 YEARS / 24,000 MILES		8 YEARS / 60,000 MILES	
3 YEARS / 36,000 MILES		6 YEARS / 72,000 MILES	
4 YEARS / 48,000 MILES		6 YEARS / 100,000 MILES	
4 YEARS / 60,000 MILES	✓	7 YEARS / 70,000 MILES	
5 YEARS / 60,000 MILES		7 YEARS / 100,000 MILES	
5 YEARS / 75,000 MILES		10 YEARS / 100,000 MILES	

SEE "SERVICE CONTRACT PERIOD" TO DETERMINE EXPIRATION DATE AND MILES

SERVICE CONTRACT PURCHASE PRICE	SERVICE CONTRACT PURCHASE DATE
1510.00	5/14/2010

COVERAGE SELECTED

POWERTRAIN (PTR)		GOLD (PUG)	
SILVER (PUS)		GOLD PLUS (PGP)	
Bumper 2 Bumper		PLATINUM (PNP)	✓

DEDUCTIBLE SELECTED

$0 (ZRD)	$50** (ZRF)	$100 (Z1H) ✓	$250 (ZTF)

** WAIVED IF REPAIRS ARE MADE AT SELLING DEALER

OPTIONAL ROAD HAZARD TIRE COVERAGE (HTC) ☐

*THIS SERVICE CONTRACT MAY PROVIDE CERTAIN COVERAGES WHICH ALREADY MAY BE INCLUDED IN ANY APPLICABLE MANUFACTURER'S WARRANTY.

SERVICE CONTRACT HOLDER INFORMATION

FIRST NAME	LAST NAME		
Eric	Moeman		
ADDRESS	CITY	STATE	ZIP
2365 D Avenue	Perry	IA	50220
(AREA CODE) TELEPHONE NUMBER			
(515)240-1124			
SIGNATURE			

YOU UNDERSTAND THAT THE PURCHASE OF THIS SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING OR TO PURCHASE THIS VEHICLE AND HAS A STANDARD $100 DEDUCTIBLE.

*NOTICE TO SERVICE CONTRACT HOLDER: YOU are required to obtain authorization prior to beginning any repairs covered by this Service Contract except as noted in #4 of "HOW TO MAKE A CLAIM". This Service Contract is subject to the "ARBITRATION" section contained herein. Please see **STATE AMENDMENTS** section for additional state provisions.*

OPTIONAL CAR CARE SERVICE PLAN INFORMATION

SEE OWNER'S MANUAL FOR COMPLETE LISTING OF FULL FACTORY RECOMMENDED SERVICES

OPTIONAL CAR CARE PURCHASE DATE	OPTIONAL CAR CARE PURCHASE PRICE	
5/14/2010	N/A	*I hereby acknowledge the purchase of Optional Car Care Service Plan and that this Plan is subject to the "ARBITRATION" section contained herein.* Signature _____

SELECT BOTH TERM / MILEAGE AND SERVICE LEVEL:

PREMIUM	PREMIUM	VALUE	VALUE
3,000 MILES	3,750 MILES	5,000 MILES	
☐ 2/30,000 STANDARD (MN3)	☐ 3/37,500 STANDARD (MNP)	☐ 2/30,000 STAND (MN	NDARD (MNV)

EXHIBIT "4"

May 18, 2012

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

Subject: 2010 Ford F150, VIN 1FTFX1EVXAF[redacted]

Ford Motor Company,

I am writing this letter to notify you that the problems we have had with our vehicle have not been repaired i.e. dash warning lights flash and remain on, vehicle dies without warning while turning corners or upon acceleration, sticks in second gear, won't start, seat belt buzzer and light turns on even when occupants are wearing seatbelts, service light comes on and etc.

We have worked with 3 different dealerships and Ford directly since 2/23/2011 with no resolution of this problem. After the repair on 04/03/2012 directed by Ford's Field Service Engineer, he had stated that the problem was resolved. Shortly after this repair, the wrench light came on and stayed on until vehicle was shut off, seatbelt buzzer and lights came on until occupants removed belts and refastened them and service light came on until vehicle was shut off. We were told that the problem has to be duplicated by the dealership or they can't do anything. These were all after business hours and by morning nothing was going on with the vehicle. As requested by Ford, we took the vehicle to the selling dealership to see if they could look at it and they said there was nothing they could do with it. We were told by the Stivers Ford's Service Manager we had to call Ford or return it to Moffitts Ford. So, that is when I called and received the case #1800051801. We have been dealing with a Regional Customer Service Manager and doing everything she asked us to get this resolved. I was told on 4/24/2012 the Field Service Engineer was called and stated that nothing further can be done until the problem is duplicated.

4/30/2012 @ 10:30 pm Vehicle died while turning a corner, when restarting the vehicle it was stuck in 2nd gear and the wrench light was on in the dash. As requested by Ford we drove the vehicle to a dealership and called Ford's Regional Customer Service Manager and left a message. 5/01/2012 Was authorized a loaner from the dealership and stated she was waiting from the technical team to see what the next step was.

5/7/2012 Called Ford and were told that nothing was done to the vehicle, but they wanted us to take it to another dealership for another set of eyes to look at it. As requested by Ford, vehicle was picked up at Moffitt's Ford in Boone, IA and delivered to Granger Motors in Granger, IA where we got another loaner for 3 days.

5/11/2012 Called Ford and they stated there were codes in the vehicle and they were sent to the Ford Engineers to evaluate. We were told all codes were cleared at that time and to go pick up the truck, it was performing as it should....will have resolution by today or Monday.

5/14/2012 We were told that Ford Motor Company had made the decision that an outside source is causing this short and getting these codes to appear. They stated someone was physically doing something to this vehicle and it was not a dealership. They also stated that the Ford computer system can tell by these codes if the problem is caused internally or not. When asked, they also stated that these codes have been read before, but couldn't supply me with any of the information as to when. Ford told me that the technical team could tell from these particular codes that something external was being plugged into the computer of the vehicle to cause these problems. So, if this vehicle gets taken into a repair facility and these codes are diagnosed as the problem, Ford will not cover these repairs.

So, we have been accused of plugging something into the computer and breaking the connector pin that was repaired 04/03/2012 and now we are getting accused of plugging something in externally to cause these problems.

We have been FORD supporters for many years and I can't believe that this problem is being handled this way. The way we are being accused of these problems is neither customer friendly, nor good business. Without this problem being resolved, we don't feel comfortable driving this vehicle in traffic or for long distances. Ford as stated to us that there is nothing further they can do and they will not authorize any further repairs.

We would like to get this issue resolved by either a Manufacturer buy back or replacement.

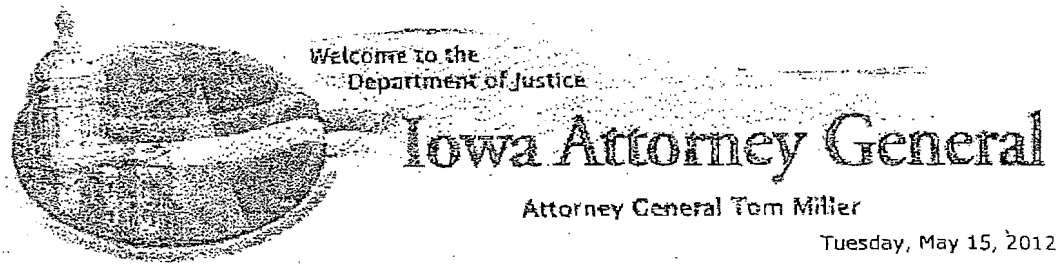
We would like a reply within 10 days of the receipt of this letter with your decision.

Thank you,

[redacted]

Perry, IA [redacted]

Attachments:
5 Repair Order Tickets, Iowa Lemon Law Form, 3 vehicle loaner tickets, 1 tow invoice (14 pages of attachments)



Tuesday, May 15, 2012

MOTOR VEHICLE DEFECT NOTIFICATION

(Please print clearly in ink)

Pursuant to the Iowa Lemon Law, notice is given to the manufacturer as follows: (check all that apply)

✓ The vehicle has been out of service at least 20 cumulative days to repair one or more malfunctions or conditions that cause the vehicle not to conform to the warranty.

✓ Three or more repair attempts have been made to repair the same defect or condition.

✓ The vehicle has been in the shop one time by reason of a defect likely to cause death or substantial bodily injury.

Description of continuing defect(s) or condition(s):

Dash warning lights flash & remain on, vehicle dies w/o warning while turning corners or upon accelleration, sticks in 2nd gear, service light comes on, seatbelt buzzer + light comes on when occupants are wearing belts, wrench light comes on and remains on until vehicle is shut off, won't start

(Note To The Manufacturer: this may not be a complete description; the manufacturer should ascertain all appropriate information).

I am requesting that you make a final attempt to correct the continuing substantial defect(s) or condition(s).

Veh. Make Ford Model F150 Year 2010

Vehicle Identification Number 1FTFX1EVXAF[redacted]

Name and City/State of selling dealer of leasing co. Stivers Ford Waukee, IA

Date of Delivery 5/14/10 Odometer reading at delivery 725

Today's date 5/18/12 Current odometer reading 29,338

Name and City/State of authorized service agent(s) attempting

previous repairs: Stivers Ford - Waukee, IA 2/23/11 13933 miles

Moffitt's Ford - Boone, IA

Granger Mtrs - Granger, IA

Consu[redacted] Home phon[redacted]

Address Perry, IA [redacted] Work phone ([redacted]

Signature [redacted]

Attorney General Home

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Granger Motors

We don't want to be the biggest... JUST THE BEST!

HWY 141 PO Box 57
Granger, IA 50109
Telephone: (515) 999-2224
Fax: (515) 999-2385

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:00 p.m.
Monday - Friday
10:00 a.m. - 2:00 p.m.-Saturday

R/O Open Date	R/O Number
5/08/12	699618/1
R/O Close Date	**Status**
5/11/12	Pre-Invoice
Mileage In	**Mileage Out**
28691	28691
Service Advisor / Tag #	
GREG WATERS	

[redacted]

PERRY, IA [redacted]

Work Phone: [redacted]

Vehicle Identification Number: 1FTFX1EVXAF[redacted]

Delivery Date:

In-Service Date:

Year	Make	Model	Body	Color	License Number
2010	FORD	F-150	4WD SUPERCAB 145"		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - 21TRANMISS: TRANSMISSION CONCERN CUST STATES WRENCH LIGHT COMES ON WHILE DRIVING AN D SEEMS AS IF TRANSMISSION IS STUCK IN 3RD GEAR/ R OAD TEST TO DUPLICATE CONCERN Caused by REMOVED STORED CODES, TEST DROVE VEHICLE 56 MILES, CHECKED FOR ANY NEW CODES(NONE), FAXED ALL PAPER WORK TO FORD MOTOR COMPANY PER NANCY IN CUSTOMER SERVICE. Work performed by IAN (446) Sub Total: .00	
**********	
* Granger Motors Express Lane Is Now Servicing All Makes * * And All Models! You Can Now Bring Any Chevrolet, GMC, * * Honda, Toyota, Hyundai, Kia, Etc. And Meet All Of Your * * Service And Maintenance Needs! *	
**********	
PU Dropped off 28,691 @ grang Mtr 5/7/12	
PU picked up grang Mtr 5/11/12 4:02 28754	
Picked up car loaner 5/7/12 returned 5/11/12	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

CAR LOANER AGREEMENT

GRANGER MOTORS
Highway 141 South Granger, IA 50109
515-999-2224

DODGE Ford

Vehicle Description: Taurus
License Number: 039
Repair Order Number:
Mileage Out: Mileage In:
Date Out: Date In:

GASOLINE NOT SUPPLIED

[redacted]

[redacted]

Address: [redacted] City: Perry

Driver's License No. State Issued: [redacted] Expires

[redacted]

Driver's License No. State Issued Expires

In consideration of obtaining the use of a loaner vehicle from you, I agree to pay the amounts listed on the back of this contract in paragraph 3. I am a licensed driver and I will not permit anyone else to use this vehicle except licensed drivers in my immediate family or an authorized driver listed above.

I understand that there is no collision, comprehensive, bodily injury or property damage liability insurance coverage provided by you under this agreement. I certify that I currently have collision, comprehensive, bodily injury and property damage liability automobile insurance which covers my use of this vehicle. To the extent that I am uninsured for the deductible on my own insurance, I understand that I am responsible for that deductible.

I authorize you to process a credit card voucher. I have read these terms and the *terms on the back of this agreement* and I agree to them all. I have received a copy of this document.

Additional provisions:

VEHICLE MUST BE RETURNED 24 HOURS AFTER REPAIRS COMPLETED.

[redacted] Date Signed

Dealer Signature: Greg Watson Date Signed

Moffitt's Ford Lincoln
1819 SE Marshall Street
Boone, Iowa 50036
515-432-6336
1-800-728-3673

[redacted]	A/R Number:	Invoice Number
	Customer Number: [redacted]	214977
PERRY, IA [redacted]	PO Number:	Printed: APR 17 12 12:17 PM
	Auth Number:	Copy # 2
Phone [redacted] Phone (W):	Service Writer: Tony Mrazek	Date Opened: 04/03/12
Phone (C): Phone Oth:		
Year/Make/Model: 2010 Ford F150	Estimate Amount: $	Date Notified: 04/05/12
VIN: 1FTFX1EVX AF[redacted]	Terms & Conditions:	Date Delivered:
License Number: Color:	Type of Sale: Retail	
Stock Number: Mileage In: 26816	*Customer Signature*	
Tag Number: Mileage Out: 26816		

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
Customer States CK SEVERAL LIGHTS ON DASH COMES ON , WRENCH LIGHT , CK ENGINE LIGHT , VEHICAL WANTS TO DIE , VEHICAL ACTS LIKE IT IS STUCK IN 2ND GEAR , SEEMS TO DO IT WORSE IN WET CONDITIONS					
1 -- Correction/Action Taken					
TEST DRIVE AND WRENCH LIGHT IS ON , TRUCK IS IN 3RD GEAR , RAN IDS TEST AND TRUCK WILL NOT COMMUNICATE WITH IDS , MANUALLY ENTERED RIM AND HAD CODE U01D0 IN ABS , APIM , IC , OCSM , TCCM , TCM MODULERS FOR NO HIGH SPEED NETWORK MODLUES FAILED , PREFORMED PINPOINT TEST FOR HS NETWORK , RESISTANCE AND VOLTAGE ARE IN SPEC , CONTACTED HOTLINE AND WAS ADVISED TO DISCONNECT ALL HS NETWORK MODULES ONE AT A TIME TO SEE IF MODULES WILL COMMUNICATE , REMOVED I/C MODULE AND UNHOOKED ALSO DISCONNED ABS , OCSM ,DSM , 4X4 RCM , APIM AND TRANS CONNECTORS , NONE HELPED , REMOVED PASSENGERS KICK PANELAND STEP PLATES AND DRIVERS SEAT TO INSPECT NETWORK WIRING , NO PROBLEMS FOUND , INSPECTED AND CK UNDERHOOD HARNESS AND UNDER DASH HARNESS FOR CHAFFING AND PROBLEMS ALL OK , CK NETWORK WIRES FOR SHORT TO GROUND AND POWER TO LOCK OTHER WHILE MODULES UNHOOKED ALL OK , HS AND MS WITH IDS OCCISCOPE WHILE WIRE HARNESS , NO PROBLEMS FOUND , WORKED WITH BOB KING AND CK MODULES AND NETWORK WIRES , FOUND TERMINAL SPREAD AT DCL CONNECTOR PIN14 , FURTHER DIAGNOSED P0716 AND PERFORMED PINPOINT TEST , TEST INDICATED MECHATRONICS UNIT INSIDE TRANS BAD , CK AND REPLACE MEGATRONICS PER BOB KING , FSC -----PER BOB KINGS FSC COMMENTS , 04/03/2012 ON SITE TAR FOR NO COMMUNICATIONS ON H/S CAN NETWORK W/ALL MODULES , ALSO HAD P0716 DTC FOR TSS , RESOLVED W/B WIRING ISSUE @OLC W/SPREAD PIN AND TERMINAL , RUN PPT FOR TSS AND MONITOR PIDS FAULT FOUND , REPLACE MECATRONICS PER BOB KING---SEE BOB KINGS REPORT FOR MT SUPPORT					0.00

Moffitt's Ford Lincoln
1819 SE Marshall Street
Boone, Iowa 50036
515-432-6336
1-800-728-3673

[redacted]
PERRY, IA [redacted]
Phone (H): [redacted] Phone (W):
Phone (C): Phone Oth:
Year/Make/Model: 2010 Ford F150
VIN: 1FTFX1EVX AF[redacted]
License Number: Color:
Stock Number: Mileage In: 26816
Tag Number: Mileage Out: 26816

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Tony Mrazek
Estimate Amount: $
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number **214977**
Printed: APR 17 12 12:17 PM
Copy # 2
Date Opened: 04/03/12
Date Notified: 04/05/12
Date Delivered:

Part Number	Failed	Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
9L3Z7A100C		CONTROL ASY TRANSMISSION	1	1			
XT10QLVC		OIL AUTOMATIC TRANSMISSION	9	9			
6L2Z7A191BA		GASKET	1	1			
6L2Z7G276AA		CONNECTOR	1	1			
		Sub Total Parts					Warranty
		SubTotal Job # 1					Warranty

Miscellaneous Charges and Deductions For All Jobs

TERMS: ALL REPAIRS ARE STRICTLY CASH UNLESS SPECIFIED OTHERWISE PRIOR TO WORK BEING DONE.

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

Moffitt's Ford Lincoln
1819 SE Marshall Street
Boone, Iowa 50036
515-432-6336
1-800-728-3673

[redacted] PERRY, IA [redacted]	A/R Number: [redacted]	Invoice Number **213658**
	PO Number:	Printed: APR 17 12 12:23 PM
Phone (H) [redacted] Phone (W): Phone (C): Phone Oth:	Auth Number:	Copy # 2
	Service Writer: Tony Mrazek	Date Opened: 02/24/12
Year/Make/Model: 2010 Ford F150	Estimate Amount: $	Date Notified: 04/28/12
VIN: 1FTFX1EVX AF[redacted]	Terms & Conditions:	Date Delivered:
License Number: Color:	Type of Sale: Retail	
Stock Number: Mileage In: 24685	***Customer Signature***	
Tag Number: Mileage Out: 24750		

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem Customer States CK SEVERAL LIGHTS ON DASH COMES ON , WRENCH , CK ENGINE LIGHT , VEHICAL WWANTS TO DIE , VEHICAL ACTS LIKE IT IS STUCK IN 2ND GEAR , SEEMS TO DO IN WET CONDITIONS					
1 -- Correction/Action Taken CK AND TRY TO VERIFY CONCERMN , TEST DRIVE SEVERAL TIMES , IDS TEST , SOMETIMES WOULD NOT COMMUNICATE , COULD NOT DUPLICATE CONCERN , RELEASED VEHICAL					0.00
Sub Total Parts					Warranty
SubTotal Job # 1					Warranty
Miscellaneous Charges and Deductions For All Jobs					

TERMS: ALL REPAIRS ARE STRICTLY CASH UNLESS SPECIFIED OTHERWISE PRIOR TO WORK BEING DONE.

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

Moffitt's Ford

2136658
AFB07734
W

Nº 8292

CUST[redacted]		VEHICLE NO. 4	LICENSE NO. / STATE
HOME ADDRESS	CITY / STATE / ZIP CODE	ODOMETER OUT 32112 / ODOMETER	YEAR AND MAKE OF VEHICLE
DRIVER'S LICENSE NO.	STATE / EXP. DATE	MILES DRIVEN	MODEL AND COLOR OF VEHICLE
BIRTH DATE / /	HOME PHONE / VERIFIED	MILES ALLOWED	DATE AND TIME OUT 7/24/12 AM PM / DATE AND TIME IN 3/24/12 AM PM
LOCAL CONTACT	ADDRESS / PHONE	CHARGEABLE MILES	DATE DUE EXPIRATION OF CONTRACT / / AM PM
CORPORATE ACCOUNT NUMBER		MAX. PAYLOAD	
EMPLOYER	PHONE		
EMPLOYER'S ADDRESS	CITY / STATE / ZIP CODE		

ONLY THE BELOW NAMED PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS.
[redacted] CUSTOMER.

NAME	DRIVERS LICENSE #	AGE

FUEL OUT	FUEL IN
E	E
1/4	1/4
1/2	1/2
3/4	3/4
F	F

RENTAL RATES DO NOT INCLUDE FUEL	CHARGES	
HOURS @ $ PER HOUR	$	
DAYS @ $	$	
WEEKS @ $	$	
MILES @ c PER MILE	$	
TOTAL MILEAGE AND RENTAL CHARGES		
REFUELING GALS @ $		
SUB TOTAL	$	
FUEL PURCHASE OPTION gals.	$	
COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW)	$	
SUB TOTAL	$	
SALES TAX	$	
SUB TOTAL	$	
LESS CREDITS	$	
TOTAL CHARGES	$	
LESS DEPOSIT	$	
BALANCE DUE		
CASH REFUND CUSTOMER INITIALS	$	

FUEL PURCHASE OPTION

DECLINES | ACCEPTS

By initialing, You accept or decline to pre-purchase a full tank of fuel from Us at $ _____ per gallon. If You decline the Fuel Purchase Option and eturn the Vehicle with less fuel than when rented or loaned, You agree to pay Us a refueling charge of $ _____ per gallon to return the fuel level to the same as when rented or loaned.

NOTICE: This contract offers, for an additional charge, a Comprehensive and Collision Damage Waiver to cover all or part of Your responsibility for damage to the rental vehicle. Before deciding whether to purchase a Comprehensive and 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 deductible under Your own insurance coverage. The purchase of this Comprehensive and Collision Damage Waiver is not mandatory and may be declined.

By signing here You acknowledge that You received the above NOTICE before signing the rental agreement.

Customer Signature [redacted]

COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW)
(CCDW IS NOT INSURANCE)

DECLINES EM | ACCEPTS

RATES: _____ PER DAY _____ PER WEEK

If You purchase the Comprehensive and Collision Damage Waiver at the rate listed above, Your responsibility for Comprehensive Damage and Collision Damage will be limited to $_____. This waiver does not cover all instances of damage to the Vehicle, as explained in Paragraph 6 of this Agreement. By declining this waiver, You will be responsible for the loss of and damage to the Vehicle, including any consequential damages, as explained in Paragraph 4 of the Agreement.

PLEASE READ THE FOLLOWING CAREFULLY

- You are responsible for damage to and loss of the Vehicle, including any consequential damages, as explained in Paragraph 4 of this Agreement, unless You purchase a damage waiver, where available.
- You authorize Us to reserve credit, and to process a credit card voucher in Your name for any unpaid charges related to this rental or loan.
- You must pay all parking, traffic and toll violations incurred during the rental or loan to the issuing government authorities or to Us.
- This Agreement shall not exceed a 30 day period.
- 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.

X [redacted]
CUSTOMER SIGNATURE

RETURN LOCATION (IF DIFFERENT FROM OUR LOCATION)			
VEHICLE CONDITION OUT	SPARE & JACK OK ☐	CUST INIT	
IN	☐		

EXTEND TO	ADDITIONAL CASH DEPOSIT $	DATE	INITIALS

CHECKED OUT BY: | CHECKED IN BY:

213658
AFB07734
W

[illegible] have them sign again

Moffitt's FORD

Nº 8768

[redacted]		VEHICLE NO. 4	LICENSE NO. / STATE
HOME ADDRESS / CITY / STATE / ZIP CODE		ODOMETER OUT / ODOMETER IN 5209	YEAR AND MAKE OF VEHICLE
DRIVER'S LICENSE NO. / STATE / EXP. DATE		MILES DRIVEN	MODEL AND COLOR OF VEHICLE
BIRTH DATE / / / HOME PHONE / VERIFIED		MILES ALLOWED	DATE AND TIME OUT 3/24/12 AM PM / DATE AND TIME IN 4/05/12 AM PM
LOCAL CONTACT / ADDRESS / PHONE		CHARGEABLE MILES	DATE DUE EXPIRATION OF CONTRACT / / AM PM
CORPORATE ACCOUNT NUMBER		MAX. PAYLOAD	
EMPLOYER / PHONE			
EMPLOYER'S ADDRESS / CITY / STATE / ZIP CODE			

ONLY THE BELOW NAMED PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS.
[redacted] Y CUSTOMER.

NAME	DRIVERS LICENSE #	AGE

FUEL OUT	FUEL IN
E	E
1/4	1/4
1/2	1/2
3/4	3/4
F	F

RENTAL RATES DO NOT INCLUDE FUEL	CHARGES	
HOURS @ $ PER HOUR	$	
DAYS @ $	$	
WEEKS @ $	$	
MILES @ ¢ PER MILE	$	
TOTAL MILEAGE AND RENTAL CHARGES		
REFUELING GALS @ $		
SUB TOTAL	$	
FUEL PURCHASE OPTION gals.	$	
COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW)	$	
SUB TOTAL	$	
SALES TAX	$	
SUB TOTAL	$	
LESS CREDITS	$	
TOTAL CHARGES	$	
LESS DEPOSIT	$	
BALANCE DUE		
CASH REFUND CUSTOMER INITIALS	$	

FUEL PURCHASE OPTION

DECLINES | ACCEPTS

By initialing, You accept or decline to pre-purchase a full tank of fuel from Us at $ _____ per gallon. If You decline the Fuel Purchase Option and return the Vehicle with less fuel than when rented or loaned, You agree to pay Us a refueling charge of $ _____ per gallon to return the fuel level to the same as when rented or loaned.

NOTICE: This contract offers, for an additional charge, a Comprehensive and Collision Damage Waiver to cover all or part of Your responsibility for damage to the rental vehicle. Before deciding whether to purchase a Comprehensive and 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 deductible under Your own insurance coverage. The purchase of this Comprehensive and Collision Damage Waiver is not mandatory and may be declined.

By signing here You acknowledge that You received the above NOTICE before signing the rental agreement.

Customer Signature _____

COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW) (CCDW IS NOT INSURANCE)

DECLINES | ACCEPTS

RATES: _____ PER DAY _____ PER WEEK

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- You authorize Us to reserve credit, and to process a credit card voucher in Your name for any unpaid charges related to this rental or loan.
- You must pay all parking, traffic and toll violations incurred during the rental or loan to the issuing government authorities or to Us.
- This Agreement shall not exceed a 30 day period.
- 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.

X _____
CUSTOMER SIGNATURE

RETURN LOCATION (IF DIFFERENT FROM OUR LOCATION)

EXTEND TO	ADDITIONAL CASH DEPOSIT $	DATE	INITIALS

VEHICLE CONDITION OUT	SPARE & JACK O.K. ☐	CUST. INIT.
IN	☐	

CHECKED OUT BY: | CHECKED IN BY:

Moffitt's Ford Lincoln
1819 SE Marshall Street
Boone, Iowa 50036
515-432-6336
1-800-728-3673

[redacted]	A/R Number:	Invoice Number
	Customer Number: [redacted]	210121
PERRY, IA [redacted]	PO Number:	Printed: APR 17 12 12:17 PM
Phone (H): [redacted] Phone (W):	Auth Number:	Copy # 1
Phone (C): Phone Oth:	Service Writer: Tony Mrazek	Date Opened: 11/17/11
Year/Make/Model: 2010 Ford F150	Estimate Amount: $	Date Notified: 12/02/11
VIN: 1FTFX1EVX AF[redacted]	Terms & Conditions:	Date Delivered:
License Number: Color:	Type of Sale: Retail	
Stock Number: Mileage In: 23508	*Customer Signature*	
Tag Number: Mileage Out: 23508		

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
Customer States CK VEHICAL STRTED CUTTING OUT AND DIED WHEN TURNING CORNER , VEHICAL WOULD NOT RESTART , ALSO GAUGES STARTING SWEEPING AND ACTING FUNNY , CUSTOMER LET VEHICAL SIT FOR AWHILE AND CAME BACK AND VEHICAL STARTED					
1 -- Correction/Action Taken					
IDS TEST , NO CODES , TEST DROVE SEVERAL TIMES , CALLED HOTLINE , COUKLD NOT DUPLICATE					0.00
Sub Total Parts					Warranty
SubTotal Job # 1					Warranty
Miscellaneous Charges and Deductions For All Jobs					

TERMS: ALL REPAIRS ARE STRICTLY CASH UNLESS SPECIFIED OTHERWISE PRIOR TO WORK BEING DONE.

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

Moffitt's Ford

210121
AFB07734

No

[redacted]		VEHICLE NO. 13	LICENSE NO. / STATE
HOME ADDRESS	ZIP CODE	ODOMETER OUT / ODOMETER IN	YEAR AND MAKE OF VEHICLE
DRIVER'S LICENSE NO. / STATE	EXP. DATE	MILES DRIVEN	MODEL AND COLOR OF VEHICLE
BIRTH DATE / / / HOME PHONE	VERIFIED	MILES ALLOWED	DATE AND TIME OUT 11/15/11 AM PM / DATE AND TIME IN 12/12/11 AM PM
LOCAL CONTACT / ADDRESS	PHONE	CHARGEABLE MILES	DATE DUE EXPIRATION OF CONTRACT / / AM PM
CORPORATE ACCOUNT NUMBER		MAX. PAYLOAD	
EMPLOYER	PHONE		
EMPLOYER'S ADDRESS / CITY / STATE	ZIP CODE		

ONLY THE BELOW NAMED PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS.

[redacted]

NAME	DRIVERS LICENSE #	AGE
NAME	DRIVERS LICENSE #	AGE

FUEL OUT	FUEL IN
E	E
1/4	1/4
1/2	1/2
3/4	3/4
F	F

RENTAL RATES DO NOT INCLUDE FUEL	CHARGES	
HOURS @ $ PER HOUR	$	
DAYS @ $	$	
WEEKS @ $	$	
MILES @ ¢ PER MILE	$	
TOTAL MILEAGE AND RENTAL CHARGES		
REFUELING GALS @ $		
SUB TOTAL	$	
FUEL PURCHASE OPTION gals.	$	
COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW)	$	
SUB TOTAL	$	
SALES TAX	$	
SUB TOTAL	$	
LESS CREDITS	$	
TOTAL CHARGES	$	
LESS DEPOSIT	$	
BALANCE DUE		
CASH REFUND CUSTOMER INITIALS	$	

FUEL PURCHASE OPTION

DECLINES | ACCEPTS

By initialing, You accept or decline to pre-purchase a full tank of fuel from Us at $ _____ per gallon. If You decline the Fuel Purchase Option and return the Vehicle with less fuel than when rented or loaned, You agree to pay Us a refueling charge of $ _____ per gallon to return the fuel level to the same as when rented or loaned.

NOTICE: This contract offers, for an additional charge, a Comprehensive and Collision Damage Waiver to cover all or part of Your responsibility for damage to the rental vehicle. Before deciding whether to purchase a Comprehensive and 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 deductible under Your own insurance coverage. The purchase of this Comprehensive and Collision Damage Waiver is not mandatory and may be declined.

By signing here You acknowledge that You received the above NOTICE before signing the rental agreement.

Customer [redacted]

COMPREHENSIVE/COLLISION DAMAGE WAIVER (CCDW)

(CCDW IS NOT INSURANCE)

DECLINES | ACCEPTS

RATES: _____ PER DAY _____ PER WEEK

If You purchase the Comprehensive and Collision Damage Waiver at the rate listed above, Your responsibility for Comprehensive Damage and Collision Damage will be limited to $_____. This waiver does not cover all instances of damage to the Vehicle, as explained in Paragraph 6 of this Agreement. By declining this waiver, You will be responsible for the loss of and damage to the Vehicle, including any consequential damages, as explained in Paragraph 4 of the Agreement.

PLEASE READ THE FOLLOWING CAREFULLY

- You are responsible for damage to and loss of the Vehicle, including any consequential damages, as explained in Paragraph 4 of this Agreement, unless You purchase a damage waiver, where available.
- You authorize Us to reserve credit, and to process a credit card voucher in Your name for any unpaid charges related to this rental or loan.
- You must pay all parking, traffic and toll violations incurred during the rental or loan to the issuing government authorities or to Us.
- This Agreement shall not exceed a 30 day period.
- 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.

X [redacted]

CUSTOMER SIGNATURE

RETURN LOCATION (IF DIFFERENT FROM OUR LOCATION)	EXTEND TO	ADDITIONAL CASH DEPOSIT $	DATE	INITIALS
VEHICLE CONDITION OUT / IN	SPARE & JACK OK ☐ / ☐	CUST INIT	CHECKED OUT BY:	CHECKED IN BY:

CREDIT CARD CO. ☐ VISA ☐ MC ☐ AMEX ☐ DISCOVER EXP DATE

PE13-003 001104LCPV

Stivers Ford LINCOLN MERCURY

1450 EAST HICKMAN RD.
WAUKEE, IOWA 50263
www.stiversfirm.com

SALES (515) 987-3697
SERVICE DIRECT (515) 987-7233
PARTS DIRECT (515) 987-7232
QUICK LANE (515) 987-7235
BODY SHOP (515) 987-7234

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM

SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.

(CHECK (✓) APPROPRIATE BOX)

☐ CLAIMS REVIEW ☐ AUTHORIZATION TO SUBMIT CLAIM ☐ PARTS SCRAP OUT

$ PARTS $ LABOR $ TOTAL

Authorized Signature and Date

SERVICE INSTALLED PARTS				PROGRAM CODE(S)	DEALER CODE
DATE INSTALLED			ACCRUED MILEAGE	ORIGINAL R.O. NUMBER	REPAIR 1	F53594
MO.	DAY	YR.	OMIT TENTHS			
APPROVAL CODE OR NO.			COMMITMENT CODE		REPAIR 2	P & A CODE
					REPAIR 3	09568

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

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

Adv: 746 MARTIN ROGER | Tag: 6931 | License: [redacted] | 1FTFX1EVX AF[redacted] | Page: 1 | Invoice: W19236

Invoice to

[redacted]
PERRY, IA [redacted]
Home: [redacted]

Driver/Owner Information

[redacted]
PERRY, IA [redacted]
Home [redacted]

For Office Use

Odometer In: 13933 Out: | Dist: FMC WAR W Prelim

Vehicle Information

10 FORD F-150 4WD XCAB BLUE

Stock#: 00K10670

Begin: 02/23/11 | Done: 02/24/11 | Invoiced: 02/24/11 12:30 RM | Inservice: 05/18/10 | Production: 12/04/09 | Sold: 05/14/10

Customer Concern

Concern 51
Cause
Correction
Comment

CUST. STATES BATT. WILL GO DOWN OVERNITE
NPF
NPF
NPF
Tech 634 REED, MIKE
CONCERN CD : C25 COND CODE : 62
Line Auth: TC 02/24/11 12:27

Type: W

Operation	Tech	Units		Amount
NPF	634	0.3	S	5.42

Subtotal

LAB-MECHANICAL		5.42
25B CHARGE TO	7750	5.42-
TOTAL CHARGE FOR CONCERN		0.00

Concern +52
Cause
Correction
52 - 1
52 - 2
Parts

CUST. STATES PARKING BRAKE LT. AND ABS LT. ARE ON
ABS MODULE FAILED
ANTI-LOCK BRAKE SYSTEM - DIAGNOSIS
ABS - DIAGNOSTIC PIN POINT TEST
MODULE - ANTI LOCK - REPLACE

Part Number		PO#	Note	Description
SPO	AL3Z	2C219 H		*CONTROL

Parts: Count 1.00 Allowance: 102.55
Tech 634 REED, MIKE
CONCERN CD : H19 COND CODE : 42
FP: AL3Z2C219H
Part Auth: 02/24/11 12:26

Operation	Tech	Units	Amount
2219D	634	0.7	59.90
2219D45	634	0.3	25.67
2219D6	634	0.3	25.67

Qty	List	Sell	
1	395.95	257.37	257.37

Subtotal

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X

UC002004 CUSTOMER

PE13-003 001105LCPV

Stivers Ford LINCOLN MERCURY

1450 EAST HICKMAN RD.
WAUKEE, IOWA 50263
www.stiversflm.com

SALES (515) 987-3697
SERVICE DIRECT (515) 987-7233
PARTS DIRECT (515) 987-7232
QUICK LANE (515) 987-7235
BODY SHOP (515) 987-7234

PRO RATA %	TOTAL PARTS	PRO RATA %	TOTAL LABOR	TOTAL CLAIM

SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature and Date

SERVICE INSTALLED PARTS			PROGRAM CODE(S)
DATE INSTALLED (MO. DAY YR.)	ACCRUED MILEAGE (OMIT TENTHS)	ORIGINAL R.O. NUMBER	REPAIR 1
APPROVAL CODE OR NO.	COMMITMENT CODE		REPAIR 2
			REPAIR 3

DEALER CODE
F53594

P & A CODE
09568

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

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

Adv: 746 MARTIN ROGER	Tag: 8931	License: [redacted]	1FTFX1EVX AF[redacted]	Page: 2	Invoice: W19236

Invoice to: MORMAN, ERIC

Driver/Owner: MORMAN, ERIC

Invoiced: 02/24/11 12:30:35 RM

10 FORD F-150 4WD XCAB BLUE

Type: W

PARTS	360.32
LAB-MECHANICAL	111.24
TOTAL CHARGE FOR CONCERN	471.56

Summary of Charges for Invoice W19236		
PARTS		360.32
LAB-MECHANICAL		116.66
258 CHARGE TO	7750	5.42-
TOTAL CHARGE		471.56

Payment Distribution for Invoice W19236	
TOTAL CHARGE	471.56
FAC WARRANTY	471.56

If you have any questions - please see MARTIN ROGER

Last Page

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X

UC002004

CUSTOMER

SECTION

Also complete
is desired.
s on the reverse
ard to you.
of the mailpiece,
nits.

ompany

-8121

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X PITNEY BOWES MANAGEMENT SERVICES
☐ Agent
☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

USPS DEARBORN, MI 48120 MAY 23 2012

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

70 0000 7572 9752

4 Domestic Return Receipt 102595-02-M-1540

7011 0470 0000 7572 9752

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

DEARBORN MI 48121

OFFICIAL USE

Postage	$	$1.70	0720
Certified Fee		$2.35	13
Return Receipt Fee (Endorsement Required)		$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)		$0.00	
Total Postage & Fees	$	$7.00	05/19/2012

USPS - 50220 MAY 19 2012

Sent To

Street, Apt. No.; or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

PE13-003 00 0

10:33:59 AM

Sales Receipt

Product Description	Sale Qty	Unit Price	Final Price
DEARBORN MI 48121			
Zone-4 First-Class			$1.70
Large Env			
4.30 oz.			
Expected Delivery: Tue 05/22/12			
Return Rcpt (Green Card)			$2.35
Certified			$2.95
Label #:	70110470000075729752		
Issue PVI:			======== $7.00
Utility	1	$1.19	$1.19
Mailer			
Total:			$8.19
Paid by:			
Cash			$10.00
Change Due:			-$1.81

Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

****

Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at usps.com/poboxes.

****

Bill#: 1000302915706
Clerk: 13

All sales final on stamps and postage
Refunds for guaranteed services only
Thank you for your business

****

HELP US SERVE YOU BETTER

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TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

YOUR OPINION COUNTS

****

Customer Copy

IN THE IOWA DISTRICT COURT FOR DALLAS COUNTY

ERIC S. MORMAN and FRANCES J. MORMAN,	)	Case No. _____
Plaintiffs,	)	
v.	)	ATTORNEY FEE AFFIDAVIT
FORD MOTOR COMPANY	)	
Defendant.	)	

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Peter J. Rolwes, being first duly sworn on oath, hereby depose and state:

1. That I am a member of the firm of Hudson, Mallaney, Shindler & Anderson, P.C., the attorneys for the Plaintiff in the above-entitled cause;

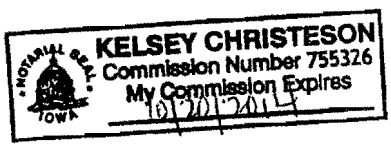
2. That I am a regularly practicing attorney in the Courts of the State of Iowa;

3. That the attorney's fees prayed for herein are for services rendered and to be rendered by me as attorney for the Plaintiff in this action;

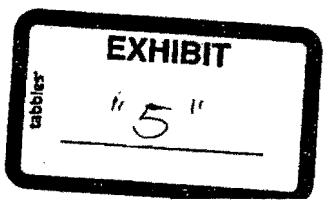
4. That there has been no agreement, express or implied between me and any other person or persons except other practicing attorneys engaged with me in this action, for a division or sharing of the attorney's fees prayed for herein.

Peter J. Rolwes

Subscribed and sworn to before me on this 5 day of December ,2012.



Kelsey Christeson
Notary Public in and for the State of Iowa



[redacted]

alma

3
WP

[redacted]
Cheshire, CT [redacted]
[redacted]home)
[redacted](cell)

12 JUL -9 AM 11 17

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

RECEIVED 7-12-12 Dsc

RECEIVED
JUL 10 2012

I am writing this letter in regard to the concern for the safety of myself, my passengers, and the other vehicle owners which I encounter while driving my Ford F150 truck. I am a long time Ford owner. I believe in buying American and have always been proud to do so. The recent purchase of my latest truck has begun to change my mind. In May of 2010 I purchased my current truck from the Ford dealership in Cheshire, CT. Since then I have taken my truck in for the same repeated problem several different times. While driving or idling, my truck will stall without warning. During one of these occasions damage occurred to my rear bumper. Without warning, my truck stalled while backing out of my driveway. This unexpected event ended with my truck hitting a tree. This caused damage to driver's side area on the rear bumper. Each time that I have taken my truck in for service I leave without answers. The technicians are unable to determine why this is repeatedly occurring. They have called the hot line, no answers. Each time I am told that they will get back to me, they don't.

My truck also serves as my work truck. Each time I need to leave my truck at the dealership, I am unable to work. I loose a day of work and pay. The unexplained stalling happens again and I need to bring my truck back in for service. I leave again without answers, only to be frustrated again. After an incident in March I did a simple google search. The search resulted in numerous Ford truck owners with the same complaint. Their truck suddenly stalling. So I am curious, what does it take in order for you to do a recall and fix this problem? Or simply find the reason for this defect and train your Ford technicians to repair it? I now have several documented cases which state that my truck is unsafe. From simple research I have found there are numerous other Ford owners in the same situation. I want answers. I want peace of mind that my family and I are safe.

Twice I have brought my truck in due to a clunking noise heard in the transmission. The transmission does not shift smoothly. Each time they reprogrammed it. The reprogramming does not fix the situation. In fact, it has made it worse.

After one of the several attempts to fix my truck, I smelled cigarette smoke in the cab of my truck. Since I am not a smoker, I made the conclusion that someone who attempted to find the mystery of why my truck stalls, smoked in my truck. Simply said, why? I had to clean the entire cab. I do not smoke, nor like the odor since it gives me migraines. This type of action is far from professional.

All Action Details for Issue

Print

VIN: 1FTEX1E82AF[redacted] **Year:** 2010 **Model:** **Case:** 375850602
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-05-21
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: DEALER GENERATED INFORMATION ISSUE **Secondary Phone:**
Issue Type: 02 INFORMATION **Issue Status:** CLOSED

Action: ESCALATED HANDLING NOT REQUIRED (EXPLAIN IN COMMENTS)
Dealer: 03658 DOWLING FORD, INC. **Origin Desc:** DEALER
Odometer: 19629 MI **Comm Type:** VISIT
Analyst Name: JACKLYN FROST **Analyst:** J-FROST9
Action Date: 02/29/2012 **Action Time:** 10.26.24.781 **Action Data:** No

Comments CUSTMOER STATES THAT AFTER VEHICLE IS WARMED UP,WHEN COMING TO A STOP,VEHICLE WILL STALL. CUSTOMER STATES THAT THIS HAS HAPPENED 5 TIMES IN 2 YEARS. WE ROAD TESTED AND COULD NOT CONFIRM CONCERN,PERFORM SYSTEM TEST AND NO CODES,CHECK OASIS AND NO SSM'S OR TSB'S RELATED TO THIS CONCERN. CUSTOMER WAS IN ON 04/20/2011 FOR SAME CONCERN AND WE PERFORMED TESTS ON MAF,RPM,ECT,ACT,ETC,DSD PER TECH HOTLINE AND BACK THEN WE COULD NOT CONFIRM.CUSTOMER IS UPSET AND WILL BE CONTACTING FORD.WE WILL BE CONTACTING HOTLINE FOR ANY ADDITIONAL HELP.WE WILL CONTACT YOU AGAIN WHEN WE TALK TO HOTLINE.

Action: CLOSING PENDING 02 ISSUES
Dealer: 03658 DOWLING FORD, INC. **Origin Desc:** SYSTEMS TEAM
Odometer: **Comm Type:** OTHER
Analyst Name: **Analyst:** SYSTEM
Action Date: 02/29/2012 **Action Time:** 23.00.19.434 **Action Data:** No

Comments CLOSED BY SYSTEM

Ford Confidential

Server Name : AWS New Prod AWSPPRDDG Claims loaded through 11-JUL-2012

ANALYTICAL WARRANTY SYSTEM

Home | Overview | Statistics | Documentation | Download | Online Reports | Utilities | Contact Us

Standard Claims List For Model Year 2010

Note: All Costs are in US Dollars

VIN	VEH LINE	MKT DERIV	BODY CAB	VER SERIES	DRIVE TYPE	PLT CD	TRS CD	ENG CD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	CPSC_6	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD	DIST (Miles)
1FTEX1E82AF[redacted]	T/F6	F	T/BD	T/AM	T/E	AF	T/C3	T/W8	17-FEB-2010	21-MAY-2010	113425	USA	10	3A11	070100	*	7000	*	F04	S11	V48	P59	82	10325

AWS Claim Key:	2015438	**Trx Code:**	S07	**Labor Hrs:**	1.3	**Labor Cost:**	109.6	**Material Cost:**	0	**Total Cost:**	109.6						
Dlr Cd-Sub Cd:	03658-*	**Name:**	DOWLING FORD, INC.		**Ph:**	203-2722772	**St:** CT	**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**22-FEB-2011				**Doc #:**0651521	
Cust Comments:	CUSTOMER STATES THERE IS AN INTERMITTENT PULSATING WHEN SHIFTING AND IT HAS STALLED AT STOP TWICE.																
Tech Comments:	ROAD TESTED AND FELT SLIGHT VIBRATION WHEN DOWNSHIFTING. RAN OASIS AND FOLLOWED SSM 21470. HOOKED UP IDS SELF TEST. ONLY CODES FOR RCM. CLEARNED TRANS. KAM AND PERFORMED ADAPTIVE DRIVE CYCLE. EXACTLY THE SAME. NORMAL FOR THE VEHICLE. COULD NOT CONFIRM STALL CONCERN. NO CODES. CUSTOMER TO DRIVE AND LET US KNOW IF CONCERN PERSISTS.															

Any comments?

[redacted]

[redacted]

Krohn & Moss, Ltd.

(Arizona, California, Florida, Illinois, Indiana, Kentucky, Minnesota, Missouri, Nevada, Ohio, Wisconsin, Washington, DC)

Main Office
10 N. Dearborn St., 3rd Floor
Chicago, IL 60602
www.krohnandmoss.com

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Writer's Direct Facsimile
(866) 289-0898
Writer's Direct E-Mail
ekaczander@consumerlawcenter.com
www.krohnandmoss.com

Writer licensed to practice in
Illinois, Kentucky and Minnesota

KY

January 10, 2013

CONSUMER AFFAIRS SECTION
'13 JAN 15 AM 9:51

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

RE: [redacted] v. Ford Motor Company
Vehicle: 2011 Ford Fusion
VIN: 3FAHP0GA6BR[redacted]
Our File No.: K1300012Y

OGC LIT 2013JAN24 PM3:42

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

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

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

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

1. Defective engine as evidenced by the intermittent illumination of the check engine light and wrench light and difficulty accelerating;

2. Defective brakes as evidenced by brake pedal going all the way to the floor, popping noise when breaking and vibrations upon brake application; and

3. Any additional complaints made by our client, whether or not they are contained on any dealer repair orders.

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

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

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

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

My client's repair history clearly shows there was a breach of both written and implied warranties:

> based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

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

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a

copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

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

Eric Kaczander
Attorney at Law

EK/ml
CC: [redacted]

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.

BlueOvalCertified

7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400

LINCOLN

CELL: 859-250-43

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
46416	WILLIAM RITCHIE 135	288	08/06/12	FOCS106259

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		22,097	BLACK/	32641

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/FORD/FUSION/4DR SDN S FWD	07/15/12	20,117

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
3 F A H P 0 G A 6 B R [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		08/02/12

COMMENTS

[redacted]
HIGHLAND HTS, KY [redacted]
[redacted]

LABOR & PARTS----------

J# 1 18F0Z DRIVEABILITY TECH(S):277 INTERNAL

CUSTOMER STATES ENGINE SEEMS TO HESITATE ON 2-3 UPSHIFT
AND CAN FEEL AT 70 MPH CONSTANT SPEED
TECH CHECKED AND PERFORMED IDS DIAGNOSIS, NO CODES PRESENT
CHECKED OASIS FOR TSB'S OR SSM'S, NONE PRESENT
ROADTESTED, UNABLE TO VERIFY CUSTOMERS CONCERN AT THIS TIME

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 04F0Z BRAKES TECH(S):277 WARRANTY

CUSTOMER STATES CAN FEEL VIBRATION IN BRAKE PEDAL WHEN
BRAKING AT TIMES.
TECH CHECKED AND ROADTESTED TO VERIFY CONCERN, FOUND REAR
BRAKE ROTORS OUT OF ROUND
PERFORMED VERY LIGHT MACHINING OF THE REAR BRAKE ROTORS WITH
THE ON CAR BRAKE LATHE, ROADTESTED TO VERIFY REPAIR.

JOB # 2 TOTAL LABOR & PARTS 0.00

J# 3 40F0Z RENTAL CAR TECH(S):277 WARRANTY

ENTERPRISE

JOB # 3 TOTAL LABOR & PARTS 0.00

TOTALS----------

CASH [ ] CHECK [ ] CHARGE [ ]

AMEX [ ] VISA/MASTERCARD [ ]

DISCOVER [ ]

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**

```
* ************************************************ *
* IN THE NEAR FUTURE YOU WILL RECEIVE A SURVEY FROM *
* FORD MOTOR CO. IF YOU CAN NOT GIVE OUR DEALERSHIP *
* A SCORE OF ---COMPLETELY SATISFIED---PLEASE NOTIFY*
* ME IN ADVANCE, PRIOR TO RETURNING THIS VERY      *
* IMPORTANT SURVEY.                                 *
* THANK YOU,                                        *
*      BILL LYKINS                                  *
*      SERVICE MANAGER                              *
*****************************************************
```

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

LIMITED WARRANTY: The only warranties applying to this item(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

The Reynolds and Reynolds Company ERAINTINVE SF651310 O (02/11

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.

BlueOval Certified

7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400

LINCOLN

CELL: 859-250-43

CUSTOMER NO	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO.
46416	KENNETH KLOTTER 395	154	10/30/12	FOCS110893

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO.
		26,856	BLACK/	32641

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/FORD/FUSION/4DR SDN S FWD	07/15/12	20,117

VEHICLE I.D. NO.	SELLING DEALER NO	PRODUCTION DATE
3 F A H P 0 G A 6 B R [redacted]		

	R. O. DATE
[redacted]	10/22/12

[redacted]
HIGHLAND HTS, KY [redacted]
[redacted]

COMMENTS

LABOR & PARTS----------

J# 1 04E0Z BRAKES TECH(S):143 369 WARRANTY

CUSTOMER STATES BRAKE PEDAL GOES TO THE FLOOR.
THINKS MASTER CYLINDER FAILING.
VERIFIED MASTER CYLINDER FAILED
REPLACED MASTER CYLINDER AND VERIFIED REPAIRS

PARTS------	QTY---	FP-NUMBER----------	DESCRIPTION---------	LIST PRICE-	UNIT PRICE-	
JOB # 1	1	AE5Z-2140-A	CYLINDER ASY -			WARRANTY
JOB # 1	2	BG-84032	BG-BRK FLUSH			INTERNAL
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

J# 2 40F0Z RENTAL CAR TECH(S):143 WARRANTY

BMC

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

TOTALS----------

CASH [ ] CHECK [ ] CHARGE [ ]

AMEX [ ] VISA/MASTERCARD [ ]

DISCOVER [ ]

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**

```
* ************************************************ *
* IN THE NEAR FUTURE YOU WILL RECEIVE A SURVEY FROM *
* FORD MOTOR CO. IF YOU CAN NOT GIVE OUR DEALERSHIP *
* A SCORE OF ---COMPLETELY SATISFIED---PLEASE NOTIFY*
* ME IN ADVANCE, PRIOR TO RETURNING THIS VERY      *
* IMPORTANT SURVEY.                                 *
* THANK YOU,                                        *
*      BILL LYKINS                                  *
*      SERVICE MANAGER                              *
*****************************************************
```

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

LIMITED WARRANTY: The only warranties applying to this item(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 03:57pm

The Reynolds and Reynolds Company ERAINTINV1
SF651310 © 02/11

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.

BlueOval Certified

7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400

LINCOLN

CELL: 859-250-43

CUSTOMER NO.	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO.
46416	KENNETH KLOTTER 395	154	10/30/12	FOCS111431

[redacted]

HIGHLAND HTS, KY [redacted]

[redacted]

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO.
		26,856	BLACK/	32641

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/FORD/FUSION/4DR SDN S FWD	07/15/12	20,117

VEHICLE I.D. NO	SELLING DEALER NO	PRODUCTION DATE
3 F A H P 0 G A 6 B R [redacted]		

F.T.E. NO	P.O. NO.	R.O. DATE
		10/30/12

COMMENTS

LABOR & PARTS----------

J# 1 04F0Z BRAKES TECH(S):143-369 WARRANTY

CUSTOMER STATES REPLACEMENT MASTER CYLINDER FAILED
VERIFIED FAILURE
INTERNAL HYDRAULIC LEAK
REPLACED MASTER CYLINDER
BLED SYSTEM AND VERIFIED REPAIRS

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 1	1		AE5Z-2140-A	CYLINDER ASY -			WARRANTY
JOB # 1	1		OSP				INTERNAL
					JOB # 1 TOTAL PARTS		0.00
					JOB # 1 TOTAL LABOR & PARTS		0.00

TOTALS----------

CASH [ ] CHECK [ ] CHARGE [ ]

AMEX [ ] VISA/MASTERCARD [ ]

DISCOVER [ ]

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**

```
* ************************************************ *
* IN THE NEAR FUTURE YOU WILL RECEIVE A SURVEY FROM *
* FORD MOTOR CO. IF YOU CAN NOT GIVE OUR DEALERSHIP *
* A SCORE OF ---COMPLETELY SATISFIED---PLEASE NOTIFY*
* ME IN ADVANCE, PRIOR TO RETURNING THIS VERY      *
* IMPORTANT SURVEY.                                *
* THANK YOU,                                       *
*      BILL LYKINS                                 *
*      SERVICE MANAGER                             *
*****************************************************
```

CUSTOMER SIGNATURE

********** D U P L I C A T E I N V O I C E **********

LIMITED WARRANTY: The only warranties applying to this item(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 03:57pm

The Reynolds and Reynolds Company ERAINTINVI
SF651310 Q (02/11

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.

BlueOval Certified

7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400

LINCOLN

CELL: 859-250-43

CUSTOMER NO	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO.
46416	KENNETH KLOTTER 395	589	11/02/12	FOCS111602

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO.
		27,044	BLACK/	32641

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/FORD/FUSION/4DR SDN S FWD	07/15/12	20,117

VEHICLE I D NO	SELLING DEALER NO	PRODUCTION DATE
3 F A H P 0 G A 6 B R [redacted]		

F. T. E. NO.	P O. NO	R. O. DATE
		11/02/12

COMMENTS

[redacted]
HIGHLAND HTS, KY [redacted]
[redacted]

LABOR & PARTS

J# 1 18F0Z DRIVEABILITY TECH(S):144 369 WARRANTY

CUSTOMER STATES WRENCH LAMP CAME ON AND VEHICLE WOULD NOT
ACCELERATE. TOW IN
TECH VERIFIED CONCERN. RAN IDS TEST. RETRIEVED CODE P2101.
RAN PIN POINT TEST DV. LED TO FAULTY THROTTLE BODY.
REPLACED THROTTLE BODY AND VERIFIED REPAIRS

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 1	1	DS7Z-9E926-A	THROTTLE BODY			WARRANTY
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

J# 2+03F0Z FT SUSPENSION TECH(S):144 WARRANTY

CUSTOMER STATES CHECK FOR A POPPING NOISE ON DR. SIDE
WHEN TAKING OFF. SOMETIMES ON TURNS.
COULD NOT DUPLICATE CONCERN, CHECKED BRAKES AND ALL OK.
CHECKED SUSPENSION AND ALL OK AT THIS TIME. SERVICE MANAGER
TEST DROVE AND COULD NOT VERIFY CONCERN

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

J# 3+04F0Z BRAKES TECH(S):144 WARRANTY

CUSTOMER STATES CHECK BRAKES SEEMS LIKE THERE IS ALOT
OF PLAY IN THE PEDAL,NOTICED SINCE MASTER CYL. WAS REPLACED.
CHECKED OPERATION OF BRAKES AND ALL OK. SERVICE MANAGER
TEST DROVE AND COULD NOT DUPLICATE CONCERN.

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

J# 4+40F0Z RENTAL CAR TECH(S):144 INTERNAL

BMC

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
				JOB # 4 TOTAL PARTS		0.00
				JOB # 4 TOTAL LABOR & PARTS		0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 1	113992		11/02/12	TOW	INTERNAL
				TOTAL - SUBLET	0.00

LIMITED WARRANTY: The only warranties applying to this item(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

 [CONTINUED ON NEXT PAGE]

The Reynolds and Reynolds Company ERAINT-NVE
SF-651310 O 02/11

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.

BlueOval Certified

7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400

LINCOLN

CELL: 859-250-43

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
46416	KENNETH KLOTTER 395	589	11/02/12	FOCS111602

[redacted]
HIGHLAND HTS, KY [redacted]

[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO
		27,044	BLACK/	32641

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/FORD/FUSION/4DR SDN S FWD	07/15/12	20,117

VEHICLE I.D. NO	SELLING DEALER NO.	PRODUCTION DATE
3 F A H P 0 G A 6 B R [redacted]		

F.T.E. NO	P.O. NO	R.O. DATE
		11/02/12

COMMENTS

TOTALS

CASH [ ] CHECK [ ] CHARGE [ ]

AMEX [ ] VISA/MASTERCARD [ ]

DISCOVER [ ]

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**

```
* ************************************************** *
* IN THE NEAR FUTURE YOU WILL RECEIVE A SURVEY FROM *
* FORD MOTOR CO. IF YOU CAN NOT GIVE OUR DEALERSHIP *
* A SCORE OF ---COMPLETELY SATISFIED---PLEASE NOTIFY*
* ME IN ADVANCE, PRIOR TO RETURNING THIS VERY       *
* IMPORTANT SURVEY.                                 *
* THANK YOU,                                        *
*      BILL LYKINS                                  *
*      SERVICE MANAGER                              *
****************************************************
```

CUSTOMER SIGNATURE

********** D U P L I C A T E I N V O I C E **********

LIMITED WARRANTY: The only warranties applying to this item(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

The Reynolds and Reynolds Company FRAINTINVI
SF551310 O (02/11

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.

BlueOval Certified

7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400

LINCOLN

CELL: 859-250-43

CUSTOMER NO	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
46416	KELLY DE MARRAIS 221	319	11/23/12	FOCS112788

[redacted]

HIGHLAND HTS, KY [redacted]

[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO
		28,322	BLACK/	32641

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/FORD/FUSION/4DR SDN S FWD	07/15/12	20,117

VEHICLE I.D. NO	SELLING DEALER NO	PRODUCTION DATE
3 F A H P 0 G A 6 B R [redacted]		

F T E NO	P.O. NO.	R.O. DATE
		11/23/12

COMMENTS

LABOR & PARTS----------

J# 1 18F027BGDK CHK ENG LIGHT E29 TECH(S):369 423 WARRANTY

CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON AND THE CAR
WILL GO INTO LIMP MODE AND IS UNDRIVEABLE, CHECK AND ADVISE
TECH VERIFIED CONCERN. RAN IDS TEST, RETRIEVED CODE P2104.
RAN PIN POINT TEST QE.
LED TO FAULTY THROTTLE BODY. TECH REPLACED FAILED
COMPONENT. RETESTED, VERIFIED PROPER OPERATION.

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1		DS7Z-9E926-A	THROTTLE BODY			
				JOB # 1 TOTAL PARTS			0.00
				JOB # 1 TOTAL LABOR & PARTS			0.00

TOTALS----------

CASH [ ] CHECK [ ] CHARGE [ ]

AMEX [ ] VISA/MASTERCARD [ ]

DISCOVER [ ]

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

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* ************************************************ *
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* FORD MOTOR CO. IF YOU CAN NOT GIVE OUR DEALERSHIP *
* A SCORE OF ---COMPLETELY SATISFIED---PLEASE NOTIFY*
* ME IN ADVANCE, PRIOR TO RETURNING THIS VERY      *
* IMPORTANT SURVEY.                                 *
* THANK YOU.                                        *
*      BILL LYKINS                                  *
*      SERVICE MANAGER                              *
*****************************************************
```

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

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The Reynolds and Reynolds Company ERAINTINVE
SFe51310 Q 02/11

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.

BlueOval Certified

7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400

LINCOLN

CELL: 859-250-43

CUSTOMER NO	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
46416	KELLY DE MARRAIS 221	863	12/07/12	FOCS113564

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO
		30,237	BLACK/	32641

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/FORD/FUSION/4DR SDN S FWD	07/15/12	20,117

VEHICLE I.D. NO	SELLING DEALER NO.	PRODUCTION DATE
3 F A H P 0 G A 6 B R [redacted]		

F.T.E. NO	P.O. NO.	R.O. DATE
		12/06/12

[redacted]
HIGHLAND HTS, KY [redacted]
[redacted]
[redacted]

LABOR & PARTS----------

J# 1 13F0ZZDIAG ELECTRONIC DIAGNOSIS TECH(S):277 INTERNAL

CUSTOMER STATES THERE IS A POPPING NOISE FROM UNDER THE
CAR WHEN BACKING UP ON A DECLINE, CHECK AND ADVISE TO ANY
NEEDED REPAIRS
TECH VERIFIED CONCERN AND FOUND SSM 22299 WITH AN UPDATE
PADS WITH A GREASE KIT. PADS LOOK GOOD BUT NEEDS THE GREASE
INSTALLED.
NO REPAIRS MADE

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS----------

CASH [ ] CHECK [ ] CHARGE [ ]

AMEX [ ] VISA/MASTERCARD [ ]

DISCOVER [ ]

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

```
* ************************************************ *
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* A SCORE OF ---COMPLETELY SATISFIED---PLEASE NOTIFY*
* ME IN ADVANCE, PRIOR TO RETURNING THIS VERY      *
* IMPORTANT SURVEY.                                 *
* THANK YOU,                                        *
*      BILL LYKINS                                  *
*      SERVICE MANAGER                              *
*****************************************************
```

CUSTOMER SIGNATURE

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The Reynolds and Reynolds Company ERAINTINVE SF651310 O (02/11)

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.

BlueOval Certified

7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400

LINCOLN

CELL: 859-250-43

CUSTOMER NO.	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO
46416	KELLY DE MARRAIS 221	911	12/07/12	FOCS113627

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO
		30,260	BLACK/	32641

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/FORD/FUSION/4DR SDN S FWD	07/15/12	20,117

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
3 F A H P 0 G A 6 B R [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		12/07/12

COMMENTS

[redacted]
HIGHLAND HTS, KY [redacted]
[redacted]

LABOR & PARTS----------

J# 1 04F02 BRAKES TECH(S): 277 INTERNAL

CUSTOMER STATES THERE IS A POPPING NOISE FROM UNDER THE CAR
IN THE FRONT. PER JON DICKTEN, TECH IS TO INSTALL FRONT
BRAKE PAD KIT WITH GREASE AND RESURFACE THE ROTORS
TECH VERIFIED CONCERN. SSM FOR BRAKE PADS
TECH REPLACED FRONT BRAKES AND RESURFACED FRONT ROTORS.
RETEST DROVE, VERIFIED PROPER OPERATION.

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 1	1		9E5Z-2001-A	KIT - BRAKE LI			INTERNAL
				JOB # 1 TOTAL PARTS			0.00
				JOB # 1 TOTAL LABOR & PARTS			0.00

COMMENTS----------
APPROVED BY JON D.

TOTALS----------

CASH [ ] CHECK [ ] CHARGE [ ]

AMEX [ ] VISA/MASTERCARD [ ]

DISCOVER [ ]

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

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* ************************************************ *
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* A SCORE OF ---COMPLETELY SATISFIED---PLEASE NOTIFY*
* ME IN ADVANCE. PRIOR TO RETURNING THIS VERY      *
* IMPORTANT SURVEY.                                 *
* THANK YOU.                                        *
*      BILL LYKINS                                  *
*      SERVICE MANAGER                              *
*****************************************************
```

CUSTOMER SIGNATURE

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The Reynolds and Reynolds Company 6PAINT:INVE SF651310 O (02/11)

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
11/22/2012 CLOSED	[redacted] ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	3FAHP0GA6BR[redacted] 1814933202	2011 FUSION	01

Ford Confidential

All Action Details for Issue

Print

VIN: 3FAHP0GA6BR[redacted] Year: 2011 Model: FUSION Case: 1814933202
Name: [redacted] Owner Status: Original WSD: 2011-04-01
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone: [redacted]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED Secondary Phone: [redacted]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 027044 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 11/15/2012 Action Time: 22.38.11.681 Action Data: No

Comments REIMBURSMENT PAID

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 028322 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 11/22/2012 Action Time: 22.30.24.252 Action Data: No

Comments DISPATCH COMPLETE

Ford Confidential

[redacted]

SL

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-781-1012
E-MAIL: ALEX@LEMONLAWINFO.COM

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-216-0365

November 1, 2012

Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

RE: [redacted] v. Ford Motor Company
NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client:	[redacted]
Vehicle:	10 Ford F-150
VIN:	1FTEW1~~VC~~1AF[redacted] CV
Date of purchase:	12/09
Our File No.:	LL12-10218

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Electrical;**
3. **Stalling;**
4. **Check engine light;**
5. **Excessive repair attempts;**
6. **Excessive days out of service.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

This letter shall serve as notice to Ford Motor Company of its final opportunity to cure the above-referenced defects.

```
*--- 1 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 242546      Opened: 31OCT12   Closed: 01NOV12   Mileage: 78284
Line Code: A  Booker: 7381           Comeback: N
Complaint:        CUST STATES VEH TOWED IN STALLED OUT AND WOULD NOT RESTART CHE
Cause: FOUND BLOWN FUSE TO FUEL INJECTION SYSTEM
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     5672    ISP   E                   SEE STORY
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595             ISP   9999                GARDENS TOWING INV 63639
                      PARTS$        0.00 LABOR$        0.00 MISC$       84.00
*--- 2 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 242460      Opened: 29OCT12   Closed: 30OCT12   Mileage: 78248
Line Code: A  Booker: 595            Comeback: N
Complaint:        CUST STATES VEH STALLED OUT AND WRENCH LIGHT CAME ON AGAIN CHE
Cause: FAULTY FUEL PUMP DRIVER
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     5672    ISP   E                   SEE STORY
                      PARTS$       17.49 LABOR$        0.00 MISC$        0.00
*--- 3 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 242262      Opened: 24OCT12   Closed: 25OCT12   Mileage: 78085
Line Code: A  Booker: 5205           Comeback: N
Complaint: WRKS   THE WORKS - GAS ENGINE - OIL CHANGE, TIRE ROTATION AND MULTIPO
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     5672    CF    WRKS                THE WORKS - GAS ENGINE - OIL CHANGE, T
                                          IRE ROTATION AND MULTIPOINT INSPECTION
                      PARTS$        0.00 LABOR$       39.95 MISC$        0.00
595     99      ISMF  PI                  PARTS INCLUDED IN SERVICE
                      PARTS$       17.93 LABOR$        0.00 MISC$        0.00
595     99      CO    OA                  APPLY OWNER ADVANTAGE DISCOUNT
                      PARTS$        0.00 LABOR$      -11.50 MISC$        0.00
Line Code: B  Booker: 595            Comeback: N
Complaint:        CUST STATES VEH WRENCH LIGHT IS ON AND VEH STALLS OUT WHILE DR
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     5672    CF    E                   DIAG AND FOUND FAULTY THROTTLE BODY, R
                                          EPLACE THROTTLE BODY AND CLEAR ALL STO
                                          RED DTCS. TEST DRIVE ALL OK AT THIS TI
                                          ME
                      PARTS$      340.08 LABOR$      189.95 MISC$        0.00

RO No: 242262      Opened: 24OCT12   Closed: 25OCT12   Mileage: 78085
Line Code: C  Booker: 5205           Comeback: N
Complaint: 99P    MULTI-POINT INSPECTION CARD
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     5672    CF    99P                 MULTI-POINT INSPECTION CARD
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     5672    CF    GBATT               BATTERY TESTED GOOD AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     5672    CF    YTIRE               TIRES REQUIRE FUTURE ATTENTION, 4/32"
                                          TO 6/32" OF TREAD REMAINING.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     5672    CF    YBK                 BRAKES REQUIRE FUTURE ATTENTION, 3 TO
                                          5mm OF DISC PAD MATERIAL OR 1mm OR LES
                                          S OF SHOE MATERIAL REMAINING.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 4 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 240083      Opened: 05SEP12   Closed: 05SEP12   Mileage: 73970
Line Code: A  Booker: 5205           Comeback: N
Complaint:        CUST STATES BRAKE FLUID LEAK FROM LEFT FRONT WHEEL AREA CHECK
Cause:
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RO No: 240083      Opened: 05SEP12   Closed: 05SEP12   Mileage: 73970
Line Code: A  Booker: 5205           Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     7063    CF    E                   FOUND DUE TO L/F CALIPER HOSE, WASHERS
                                           AT CALIPER, INSTALLED NEW WASHERS ON
                                          BRAKE LINE, RETESTED AND FOUND NO OTHE
                                          R LEAKAGE AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: B  Booker: 5205           Comeback: N
Complaint: 99P    MULTI-POINT INSPECTION CARD
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     7063    CF    99P                 MULTI-POINT INSPECTION CARD
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     7063    CF    GBATT               BATTERY TESTED GOOD AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     7063    CF    YTIRE               TIRES REQUIRE FUTURE ATTENTION, 4/32"
                                          TO 6/32" OF TREAD REMAINING.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     7063    CF    GBK                 BRAKES ARE GOOD AT THIS TIME, 5mm OR M
                                          ORE OF DISC PAD OR 2mm OR MORE OF DRUM

RO No: 240083      Opened: 05SEP12   Closed: 05SEP12   Mileage: 73970
Labor Operations that are not attached to a line
                                          SHOE FRICTION MATERIAL REMAINING.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 5 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 237968      Opened: 17JUL12   Closed: 18JUL12   Mileage: 70951
Line Code: A  Booker: 7381           Comeback: N
Complaint: WRKS   THE WORKS - GAS ENGINE - OIL CHANGE, TIRE ROTATION AND MULTIPO
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     5672    CFM   WRKS                THE WORKS - GAS ENGINE - OIL CHANGE, T
                                          IRE ROTATION AND MULTIPOINT INSPECTION
                      PARTS$        0.00 LABOR$       39.95 MISC$        0.00
595     99      ISMF  PI                  PARTS INCLUDED IN SERVICE
                      PARTS$       17.93 LABOR$        0.00 MISC$        0.00
595     99      CO    OA                  EARNED FREE OIL CHANGE
                      PARTS$        0.00 LABOR$      -29.95 MISC$        0.00
Line Code: B  Booker: 7381           Comeback: N
Complaint:        CUST REQUESTS TRANSMISSION FLUID EXCHANG

RO No: 237968      Opened: 17JUL12   Closed: 18JUL12   Mileage: 70951
Line Code: B  Booker: 7381           Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     5672    CF    88P                 AUTOMATIC TRANSMISSION FLUID EXCHANGE
                                          F-150 TRK MODELS $149.88
                      PARTS$        0.00 LABOR$      149.88 MISC$        0.00
595     99      ISMF  PI                  PARTS INCLUDED IN SERVICE
                      PARTS$       98.56 LABOR$        0.00 MISC$        0.00
595     99      CO    OA                  APPLY OWNER ADVANTAGE DISCOUNT
                      PARTS$        0.00 LABOR$      -32.98 MISC$        0.00
Line Code: C  Booker: 7381           Comeback: N
Complaint: 99P    MULTI-POINT INSPECTION CARD
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     5672    CF    99P                 MULTI-POINT INSPECTION CARD
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     5672    CF    GBATT               BATTERY TESTED GOOD AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     5672    CF    GTIRE               TIRES GOOD AT THIS TIME, 7/32" OF TREA
                                          D OR GREATER.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
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RO No: 237968      Opened: 17JUL12   Closed: 18JUL12   Mileage: 70951
Line Code: C  Booker: 7381           Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     5672    CF    GBK                 BRAKES ARE GOOD AT THIS TIME, 5mm OR M
                                          ORE OF DISC PAD OR 2mm OR MORE OF DRUM
                                           SHOE FRICTION MATERIAL REMAINING.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: D  Booker: 595            Comeback: N
Complaint:        L/F CALIPER LOCKED UP
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     5672    CF    E                   DIAG AND FOUND LEFT FRONT CALIPER SIEZ
                                          ED, REPLACE CALIPER AND BLEED SYSTEM
                      PARTS$      113.44 LABOR$      102.02 MISC$        0.00
*--- 6 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 234199      Opened: 20APR12   Closed: 09MAY12   Mileage: 66147
Line Code: A  Booker: 595            Comeback: N
Complaint:        CUST STATES DRIVER SIDE VIEW MIRROR ANTI GLARE INOP CHECK AND
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     4731    CF    E                   DIAG AND FOUND FAULTY DRIVER SIDE VIEW

RO No: 234199      Opened: 20APR12   Closed: 09MAY12   Mileage: 66147
                                           MIRROR ASSY
                      PARTS$      462.87 LABOR$      143.79 MISC$        0.00
Line Code: B  Booker: 595            Comeback: N
Complaint: INFO   HAS JMA
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     99      CF    INFO                AUTH 38852623
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: C  Booker: 7381           Comeback: N
Complaint: 26     MOUNT AND BALANCE 2 TIRES
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     4731    CFM   26                  MOUNT AND BALANCE 2 TIRES
                      PARTS$      538.54 LABOR$       46.00 MISC$        0.00
595     99      CO    OA                  APPLY OWNER ADVANTAGE DISCOUNT
                      PARTS$        0.00 LABOR$      -24.88 MISC$        0.00
Line Code: D  Booker: 595            Comeback: N
Complaint:        CUST STATES AT TIMES CHECK FUEL INLET LIGHT COMES ON CHECK AND
Cause:

RO No: 234199      Opened: 20APR12   Closed: 09MAY12   Mileage: 66147
Line Code: D  Booker: 595            Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     4731    CF    CNV      234089     UNABLE TO VERIFY THE CUSTOMER'S CONCER
                                          N AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: E  Booker: 595            Comeback: N
Complaint:        CUST STATES TPMS FAULT LIGHT COMES ON AT TIMES CHECK AND ADVIS
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     4731    CF    E                   SEE LINE C TIRE FAULT LIGHT ON DUE TO
                                          LOW TIRE PRESSURE FROM LEFT REAR TIRE
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: F  Booker: 595            Comeback: N
Complaint:        CUST STATES NAVI UNIT BLANKS OUT AT TIMES CHECK AND ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     4731    CF    CNV      231809     UNABLE TO VERIFY THE CUSTOMER'S CONCER
                                          N AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 7 of 25 - Dealer: APFW-S ----------------------------------------------*
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RO No: 234089      Opened: 19APR12   Closed: 20APR12   Mileage: 64197
Line Code: D  Booker: 595            Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     4731    CF    E                   LUBE WINDOW TRACKS NO PROBLEM FOUND
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: E  Booker: 595            Comeback: N
Complaint:        CUST STATES DRIVERS SIDE VIEW MIRROR FOGS UP CHECK AND ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     4731    CF    R                   RESCHEDULE AT A LATER DATE
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: F  Booker: 595            Comeback: N
Complaint:        CUST STATES AC BLOWS COOL NOT COLD CHECK AND ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     4731    CF    CNV                 UNABLE TO VERIFY THE CUSTOMER'S CONCER
                                          N AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: G  Booker: 595            Comeback: N
Complaint:        CUST STATES TPMS LIGHT FAULT COMES ON AT TIMES CHECK AND ADVIS
RO No: 234089
Line Code: G  Booker: 595            Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     4731    CF    CNV                 UNABLE TO VERIFY THE CUSTOMER'S CONCER
                                          N AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: H  Booker: 595            Comeback: N
Complaint:        CUST STATES NAVI UNIT AT TIMES WILL SHUT OFF AT TIMES AND DEFA
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     4731    CF    CNV                 UNABLE TO VERIFY THE CUSTOMER'S CONCER
                                          N AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: I  Booker: 595            Comeback: N
Complaint: 404R179RESURFACE REAR ROTORS OR DRUMS AND INSTALL MOTORCRAFT BRAKE PA
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     4731    CFM   404R179             RESURFACE REAR ROTORS OR DRUMS AND INS
                                          TALL MOTORCRAFT BRAKE PADS OR SHOES
                      PARTS$        0.00 LABOR$      179.95 MISC$        0.00
595     99      ISMF  PI                  PARTS INCLUDED IN SERVICE
                      PARTS$       55.46 LABOR$        0.00 MISC$        0.00
595     99      CO    COUPON              APPLY COUPON DISCOUNT
                      PARTS$        0.00 LABOR$      -17.99 MISC$        0.00
Line Code: J  Booker: 595            Comeback: N
Complaint: 100P   REPLACE AIR FILTER $25.95
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     4731    CFM   100P                REPLACE AIR FILTER $25.95
                      PARTS$        0.00 LABOR$       25.95 MISC$        0.00
595     99      ISMF  PI                  PARTS INCLUDED IN SERVICE
                      PARTS$       17.48 LABOR$        0.00 MISC$        0.00
595     99      CO    COUPON              APPLY COUPON DISCOUNT
                      PARTS$        0.00 LABOR$       -5.00 MISC$        0.00
Line Code: K  Booker: 595            Comeback: N
Complaint: BATTERYCHECK CHARGING SYSTEM, INSTALL MOTORCRAFT BATTERY & CLEAN CABL
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     4731    CFM   BATTERYI            INSTALL MOTORCRAFT BATTERY AND CLEAN C
                                          ABLE ENDS. ORIGINAL INVOICE MUST BE PR
                                          ESENTED FOR ANY WARRANTY ADJUSTMENT
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RO No: 234089      Opened: 19APR12   Closed: 20APR12   Mileage: 64197
Line Code: A  Booker: 7381           Comeback: N
Complaint: WRKS   THE WORKS - GAS ENGINE - OIL CHANGE, TIRE ROTATION AND MULTIPO
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     4731    CFM   WRKS                THE WORKS - GAS ENGINE - OIL CHANGE, T
                                          IRE ROTATION AND MULTIPOINT INSPECTION
                      PARTS$        0.00 LABOR$       39.95 MISC$        0.00
595     99      ISMF  PI                  PARTS INCLUDED IN SERVICE
                      PARTS$       17.93 LABOR$        0.00 MISC$        0.00
595     99      CO    OA                  APPLY OWNER ADVANTAGE DISCOUNT
                      PARTS$        0.00 LABOR$      -12.15 MISC$        0.00
Line Code: B  Booker: 7381           Comeback: N
Complaint: 99P    MULTI-POINT INSPECTION CARD
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     4731    CF    99P                 MULTI-POINT INSPECTION CARD
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     4731    CF    GBATT               BATTERY TESTED GOOD AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     4731    CF    RTIRE               TIRES REQUIRE IMMEDIATE ATTENTION, 3/3
                                          2" OF TREAD OR LESS REMAINING.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     4731    CF    GBK                 BRAKES ARE GOOD AT THIS TIME, 5mm OR M
                                          ORE OF DISC PAD OR 2mm OR MORE OF DRUM
                                           SHOE FRICTION MATERIAL REMAINING.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: C  Booker: 595            Comeback: N
Complaint:        CUST STATES BRAKES MAKE SQUEALING NOISE CHECK AND ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     4731    CF    404F179             RESURFACE FRONT ROTORS AND INSTALL MOT
                                          OTCRAFT BRAKE PADS
                      PARTS$        0.00 LABOR$      179.95 MISC$        0.00
595     99      ISMF  PI                  PARTS INCLUDED IN SERVICE
                      PARTS$       55.46 LABOR$        0.00 MISC$        0.00
595     99      CO    COUPON              APPLY COUPON DISCOUNT
                      PARTS$        0.00 LABOR$      -17.99 MISC$        0.00
Line Code: D  Booker: 595            Comeback: N
Complaint:        CUST STATES WINDOWS MOVE UP AND DOWN SLOW CHECK AND ADVISE
Cause:
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                        PARTS$      109.95 LABOR$       15.00 MISC$        0.00
*--- 8 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 232094      Opened: 07MAR12   Closed: 07MAR12   Mileage: 60351
Line Code: A  Booker: 7381           Comeback: N
Complaint:        CUST STATES TPMS LIGHT IS COMING ON AND OFF AGAIN CHECK AND AD
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     8514    CF    E                   RESET TIRE PRESSURES
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: B  Booker: 7381           Comeback: N
Complaint:        CUST STATES SRS LIGHT IS ON INSTALL SOP
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     8514    CF    E                   IDS TEST, FOUND RT FRONT SEAT BELT WIR
                                          ING DAMAGED, DISARM AIR BAG SYSTEM TO
                                          REPLACE RT FRONT SEAT BELT BUCKLE ASSY
                                          ,REARM SYSTEM OK
                      PARTS$        0.00 LABOR$      155.95 MISC$        0.00
595     99      CO    OA                  APPLY OWNER ADVANTAGE DISCOUNT
                      PARTS$        0.00 LABOR$      -29.58 MISC$        0.00
Line Code: C  Booker: 7381           Comeback: N
Complaint: 99N    21 POINT COURTESY NOT APPLICABLE AT THIS TIME
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     99      CF    99N                 21 POINT COURTESY NOT APPLICABLE AT TH
                                          IS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 9 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 231809      Opened: 01MAR12   Closed: 02MAR12   Mileage: 59961
Line Code: A  Booker: 595            Comeback: N
Complaint:        CUST STATES SRS LIGHT IS ON, TPMS FAULT LIGHT IS ON CHECK AND
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     8514    CF    SOP                 PARTS (S) HAVE BEEN SPECIAL ORDERED FO
                                          R THIS CONCERN. PARTS ORDERED FOR WARR
                                          ANTY REPAIRS MUST BE COMPLETED WITHIN
                                          TIME AND/OR MILEAGE PROVISIONS OF WARR
                                          ANTY COVERAGE.
                      PARTS$      116.70 LABOR$        0.00 MISC$        0.00
595             CF    9999                ENTERPRISE RENTAL PO 29681
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: B  Booker: 595            Comeback: N
Complaint:        CUST STATES MEDIA CENTER GOES BLANK AND COME BACK ON BY ITSELF
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     99      CF    CNV                 UNABLE TO VERIFY THE CUSTOMER'S CONCER
                                          N AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: C  Booker: 7381           Comeback: N
Complaint: INFO   HAS JMA
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     99      CF    INFO                INFORMATION LINE
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 10 of 25 - Dealer: APFW-S ---------------------------------------------*
RO No: 230761      Opened: 07FEB12   Closed: 07FEB12   Mileage: 57461
Line Code: A  Booker: 7381           Comeback: N
Complaint: 26     MOUNT AND BALANCE 2 TIRES
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
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RO No: 230761      Opened: 07FEB12   Closed: 07FEB12   Mileage: 57461
Line Code: A  Booker: 7381           Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     2807    CFM   26                  MOUNT AND BALANCE 2 TIRES
                      PARTS$      537.08 LABOR$       46.00 MISC$        0.00
Line Code: B  Booker: 7381           Comeback: N
Complaint: 1P     CHANGE ENGINE OIL AND FILTER $29.95
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     2807    CFM   1P                  CHANGE ENGINE OIL AND FILTER $29.95
                      PARTS$        0.00 LABOR$       29.95 MISC$        0.00
595     99      ISMF  PI                  PARTS INCLUDED IN SERVICE
                      PARTS$       17.93 LABOR$        0.00 MISC$        0.00
595     99      CO    COUPON              APPLY COUPON DISCOUNT
                      PARTS$        0.00 LABOR$       -8.00 MISC$        0.00
595     99      CO    OA                  APPLY OWNER ADVANTAGE DISCOUNT
                      PARTS$        0.00 LABOR$      -21.95 MISC$        0.00
Line Code: C  Booker: 7381           Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     99      CF    99N                 21 POINT COURTESY NOT APPLICABLE AT TH
                                          IS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 11 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 229864      Opened: 17JAN12   Closed: 07FEB12   Mileage: 57155
Line Code: A  Booker: 595            Comeback: N
Complaint:        CUST STATES CHECK ENGINE LIGHT IS ON CHECK AND ADVISE INSTALL
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     3789    CF    E                   DIAG AND REPLACE FUEL TANK CANNISTER,
                                          FUEL TANK, FUEL SENSING UNIT, AND INST
                                          RUMENT CLUSTER
                      PARTS$     1313.34 LABOR$      593.13 MISC$        0.00
595             CF    9999                FUEL CHAGRE
                      PARTS$        0.00 LABOR$        0.00 MISC$       60.00
595             CF    9999                ENTERPRISE RENTAL PO 28525
                      PARTS$        0.00 LABOR$        0.00 MISC$      224.00
Line Code: B  Booker: 595            Comeback: N
Complaint:        CUST STATES RAER SEAT HEATERS INOP CHECK AND ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     3789    CF    E                   DIAG AND REPLACE SEAT HEATER SWITCH
                      PARTS$       46.17 LABOR$       71.89 MISC$        0.00
Line Code: C  Booker: 7381           Comeback: N
Complaint:        CUST STATES CHECK RIGHT REAR TIRE AND ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     99      CF    INFO                INFORMATION LINE
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: D  Booker: 7381           Comeback: N
Complaint: 99P    MULTI-POINT INSPECTION CARD
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     3789    CF    99P                 MULTI-POINT INSPECTION CARD
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 12 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 229057      Opened: 29DEC11   Closed: 30DEC11   Mileage: 54775
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RO No: 229057      Opened: 29DEC11   Closed: 30DEC11   Mileage: 54775
Line Code: A  Booker: 7381           Comeback: N
Complaint: SOP    CUST STATES VEH IS EQUIPT WITH DUAL FUEL TANKS AND ONE WILL NO
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     3789    CF    SOP                 PARTS (S) HAVE BEEN SPECIAL ORDERED FO
                                          R THIS CONCERN. PARTS ORDERED FOR WARR
                                          ANTY REPAIRS MUST BE COMPLETED WITHIN
                                          TIME AND/OR MILEAGE PROVISIONS OF WARR
                                          ANTY COVERAGE.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: B  Booker: 7381           Comeback: N
Complaint: WRKS   THE WORKS - GAS ENGINE - OIL CHANGE, TIRE ROTATION AND MULTIPO
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     3789    CFM   WRKS                THE WORKS - GAS ENGINE - OIL CHANGE, T
                                          IRE ROTATION AND MULTIPOINT INSPECTION
                      PARTS$        0.00 LABOR$       39.95 MISC$        0.00
595     99      ISMF  PI                  PARTS INCLUDED IN SERVICE
                      PARTS$       17.93 LABOR$        0.00 MISC$        0.00
Line Code: C  Booker: 7381           Comeba-k: N
Comp aint: 99P    MULTI-POINT INSPECTION CARD
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     3789    CF    99P                 MULTI-POINT INSPECTION CARD
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     3789    CF    GBATT               BATTERY TESTED GOOD AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     3789    CF    RTIRE               TIRES REQUIRE IMMEDIATE ATTENTION, 3/3
                                          2" OF TREAD OR LESS REMAINING.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     3789    CF    YBK                 BRAKES REQUIRE FUTURE ATTENTION, 3 TO
                                          5mm OF DISC PAD MATERIAL OR 1mm OR LES
                                          S OF SHOE MATERIAL REMAINING.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 13 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 223257      Opened: 16AUG11   Closed: 20AUG11   Mileage: 42225
Line Code: A  Booker: 595            Comeback: N
Complaint:        CUST STATES HORN INOP INSTALL SOP
Cause:
Line Code: A  Booker: 595            Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     3789    CF    E                   DIAG AND REPLACE HORN ASSY
                      PARTS$       45.35 LABOR$       26.96 MISC$        0.00
Line Code: B  Booker: 595            Comeback: N
Complaint:        CUST STATES HEATER AC INOP INSTALL SOP
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     3789    CF    E                   DIAG AND REPLAQCE DRIVER SEAT BACK COO
                                          L BLOWER
                      PARTS$      170.16 LABOR$      107.84 MISC$        0.00
Line Code: C  Booker: 595            Comeback: N
Complaint:        CUST STATES PHONE WILL DISCONNECT FROM SYNC AFTER ABOUT 2-5 MI
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     99      CF    R                   RESCHEDULE AT A LATER DATE
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: D  Booker: 595            Comeback: N
Complaint: 99N    21 POINT COURTESY NOT APPLICABLE AT THIS TIME
Cause:
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RO No: 223257      Opened: 16AUG11   Closed: 20AUG11   Mileage: 42225
Line Code: D  Booker: 595            Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     99      CF    99N                 21 POINT COURTESY NOT APPLICABLE AT TH
                                          IS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: E  Booker: 595            Comeback: N
Complaint:        CUST STAETS WATER LEAK FROM REAR GLASS AREA CHECK AND ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     8514    ISP   E                   R&R THIRD BRAKE LIGHT ASSY AND SEAL
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 14 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 222502      Opened: 28JUL11   Closed: 29JUL11   Mileage: 41065
Line Code: A  Booker: 7381           Comeback: N
Complaint:        CUST STATES PHONE WILL NOT CONNECT TO BLUETOOTH CHECK AND ADVI
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     99      CF    E                   EXCHANGE SYNC, RESET SYSTEM, AND REFLA
                                          SH
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: B  Booker: 7381           Comeback: N
Complaint:        CUST STATES AC NOT BLOWING AS COLD AS IT SHOULD CHECK AND ADVI
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     3789    CF    N                   AT THIS TIME WE ARE UNABLE TO DUPLICAT
                                          E YOUR CONCERN
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: C  Booker: 7381           Comeback: N
Complaint:        CUST STATES DRIVER AND PASS SEAT AC/HEATER TURNS OFF AFTER A F
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     3789    CF    SOP                 PARTS (S) HAVE BEEN SPECIAL ORDERED FO
                                          R THIS CONCERN. PARTS ORDERED FOR WARR
                                          ANTY REPAIRS MUST BE COMPLETED WITHIN
                                          TIME AND/OR MILEAGE PROVISIONS OF WARR
                                          ANTY COVERAGE.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: D  Booker: 7381           Comeback: N
Complaint:        CUST STATES CENTER CONSOLE ARM REST IS WEARING,ADVISE
Line Code: D  Booker: 7381           Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     3789    CF    DECL                REPAIRS DECLINED
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: E  Booker: 7381           Comeback: N
Complaint:        CUST STATES DRIVER REAR SEAT IS TEARING, ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     3789    CF    DECL                REPAIRS DECLINED
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: F  Booker: 7381           Comeback: N
Complaint:        CUST STATES HORN DOES NOT SOUND CORRECT, ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     3789    CF    SOP                 PARTS (S) HAVE BEEN SPECIAL ORDERED FO
                                          R THIS CONCERN. PARTS ORDERED FOR WARR
                                          ANTY REPAIRS MUST BE COMPLETED WITHIN
                                          TIME AND/OR MILEAGE PROVISIONS OF WARR
                                          ANTY COVERAGE.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
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RO No: 222502      Opened: 28JUL11   Closed: 29JUL11   Mileage: 41065
Line Code: G  Booker: 7381           Comeback: N
Complaint:        CUST STATES KNOCKING NOISE FROM REAR SUSPENSION WHEN HITTING B
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     3789    CF    E                   INSPECT AND FOUND BED OF TRUCK HITTING
                                           CAB
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: H  Booker: 7381           Comeback: N
Complaint: 99P    MULTI-POINT INSPECTION CARD
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     3789    CF    99P                 MULTI-POINT INSPECTION CARD
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     3789    CF    GBATT               BATTERY TESTED GOOD AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     3789    CF    GTIRE               TIRES GOOD AT THIS TIME, 7/32" OF TREA
                                           D OR GREATER.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     3789    CF    GBK                 BRAKES ARE GOOD AT THIS TIME, 5mm OR M
                                           ORE OF DISC PAD OR 2mm OR MORE OF DRUM
                                           SHOE FRICTION MATERIAL REMAINING.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: I  Booker: 7381           Comeback: N
Complaint:        CUST STATES SCREW IN TIRE, R/F CHECK AND ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     3789    CF    PATCH               RT FRONT TIRE
                      PARTS$        0.00 LABOR$       22.90 MISC$        0.00
595     99      CO    OA                  APPLY OWNER ADVANTAGE DISCOUNT
                      PARTS$        0.00 LABOR$      -15.37 MISC$        0.00
Line Code: J  Booker: 7381           Comeback: N
Complaint: 1P     CHANGE ENGINE OIL AND FILTER $29.95
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     3789    CFM   1P                  CHANGE ENGINE OIL AND FILTER $29.95
                      PARTS$        0.00 LABOR$       29.95 MISC$        0.00
595     99      ISMF  PI                  PARTS INCLUDED IN SERVICE
                      PARTS$       17.93 LABOR$        0.00 MISC$        0.00
595     99      CO    OA                  APPLY OWNER ADVANTAGE DISCOUNT
                      PARTS$        0.00 LABOR$      -29.95 MISC$        0.00
*--- 15 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 221002      Opened: 23JUN11   Closed: 25JUN11   Mileage: 39186
Line Code: A  Booker: 7381           Comeback: N
Complaint:        CUST STATES TELEPHONE WILL DROP IN AND OUT WITH SYNC SYSTEM CH
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     99      CF    SOP                 PARTS (S) HAVE BEEN SPECIAL ORDERED FO
                                           R THIS CONCERN. PARTS ORDERED FOR WARR
                                           ANTY REPAIRS MUST BE COMPLETED WITHIN
                                           TIME AND/OR MILEAGE PROVISIONS OF WARR
                                           ANTY COVERAGE.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: B  Booker: 7381           Comeback: N
Complaint:        RECALL 11S15
Cause: 8514 ISNTALL REINFORCEMENT CLIPS ON ALL 4 INSIDE D OOR HANDLES PER 11S15
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     8514    WF    11S15C              ISNTALL REINFORCEMENT CLIPS ON ALL 4 I
                                           NSIDE DOOR HANDLES
                      PARTS$        1.88 LABOR$       80.88 MISC$        0.00
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RO No: 221002      Opened: 23JUN11   Closed: 25JUN11   Mileage: 39186
Line Code: C  Booker: 7381           Comeback: N
Complaint:        CUST STATES DRIVER SEAT AC INOP CHECK AND ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     8514    CF    R                   RESCHEDULE AT A LATER DATE
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: D  Booker: 7381           Comeback: N
Complaint:        CUST STATES HORN LOW SIREN SOUNDS INOP CHECK AND ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     8514    CF    R                   RESCHEDULE AT A LATER DATE
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 16 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 219148      Opened: 13MAY11   Closed: 03JUN11   Mileage: 37361
Line Code: A  Booker: 595            Comeback: N
Complaint:        CUST STATES HUMMING NOISE FROM BLOWER MOTOR CHECK AND ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     3789    CF    E                   FOUND DEBRIS IN BLOWER MOTOR ASSEMBLY,
                                           REMOVE DEBRIS ALL NOISE IS GONE

                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: B  Booker: 7381           Comeback: N
Complaint:        CUST STATES DRIVER SEAT HEATER AND AC INOP AGAIN WAS RECENTLY
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     3789    CF    E                   DIAG AND FOUND DRIVER SEAT TEMP MODULE
                                           INTERNAL FAILURE, REPLACE UNIT AND RE
                                           TEST ALL OK AT THIS TIME
                      PARTS$      165.48 LABOR$      113.20 MISC$        0.00
595             CF    9999                ENTERPRISE PO.20020 INV.512803
                      PARTS$        0.00 LABOR$        0.00 MISC$       56.00
Line Code: C  Booker: 595            Comeback: N
Complaint:        CUST STATES DRIVER AND PASS FRONT WINDOWS MAKE SQUEALING NOISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     3789    CF    E                   CLEAN AND ADJUST BELT MOLDINGS FROM MA
                                           KING CONTACT WITH GLASS ALL OK AT THIS
                                            TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: D  Booker: 595            Comeback: N
Complaint:        CUST STATES ENTERTAINMENT CENTER LOCKED UP TODAY AND AC AND AL

Line Code: D  Booker: 595            Comeback: N
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     99      CF    OSL                 DIAG AND FOUND FAULTY SYNC MODULE
                      PARTS$      561.58 LABOR$       43.54 MISC$        0.00
595             CF    9999                INSTALL SYNC MODULE AND PROGRAM TO VEH
                                           ICLE
                      PARTS$        0.00 LABOR$        0.00 MISC$      100.00
Line Code: E  Booker: 595            Comeback: N
Complaint:        CUST STATES VEH IS LACKING POWER AND NOT AS PEPPY AS IT USED T
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     3789    CF    CNV                 UNABLE TO VERIFY THE CUSTOMER'S CONCER
                                           N AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 17 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 218596      Opened: 02MAY11   Closed: 06MAY11   Mileage: 36559
Line Code: A  Booker: 7381           Comeback: N
Complaint:        CUST STATES VEH WAS TOWED IN FOR SERPENTINE BELT CAME OFF CHEC
Cause: 4731 INSPECT AND FOUND SEIZED PULLEY DAMAGING BELT . REPLACE PULLEY AND 8
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RO No: 218596       Opened: 02MAY11   Closed: 06MAY11   Mileage: 36559
Line Code: A  Booker: 7381            Comeback: N
SA..... TEC ... TYPE. OPCODE.. CB-RO..... DESCRIPTION.............................
595     4731    WF    6209A               REPLACE TENSIONER AND BELT
                      PARTS$        74.41 LABOR$        26.12 MISC$        0.00
595             WF    9999                GARDENS INV 45937
                      PARTS$         0.00 LABOR$         0.00 MISC$       89.00
Line Code: B  Booker: 595             Comeback: N
Complaint:        CUST STATES WINDOWS MAKE NOISE GOING UP AND DOWN CHECK AND ADV
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.............................
595     4731    CF    E                   LUBE ALL WINDOW TRACKS DUE TO EXCESSIV
                                          E DEBRIS CAUSING NOISE
                      PARTS$         0.00 LABOR$         0.00 MISC$        0.00
Line Code: C  Booker: 7381            Comeback: N
Complaint:        CUST STATES AC MAKES NOISE CHECK AND ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.............................
595     4731    CF    E                   DIAG AND REPLACE LEAKING CONDENSOR ASS
                                          Y, THEN EVAC AND RECHARGE SYSTEM TO SP
                                          ECS

                      PARTS$       350.15 LABOR$       339.61 MISC$        0.00
595             CF    9999                ENTERPRISE PO.19602 INV.512552
                      PARTS$         0.00 LABOR$         0.00 MISC$       28.00
Line Code: D  Booker: 595             Comeback: N
Complaint:        CUST STATES TEMP SEATS INOP BUTTON WILL ILLUMINATE FOR A FEW S
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.............................
595     4731    CF    E                   DIAG AND REPLACE DRIVER TEMP LOWER SEA
                                          T BLOWER DUE TO HIGH RESISTANCE
                      PARTS$       173.98 LABOR$       182.86 MISC$        0.00
Line Code: E  Booker: 595             Comeback: N
Complaint: 230T   ROTATE 4 TIRES $19.98
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.............................
595     4731    CFM   230T                ROTATE 4 TIRES $19.98
                      PARTS$         0.00 LABOR$        19.98 MISC$        0.00
Line Code: F  Booker: 7381            Comeback: N
Complaint: 99P    MULTI-POINT INSPECTION CARD
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.............................
595     4731    CF    99P                 MULTI-POINT INSPECTION CARD

                      PARTS$         0.00 LABOR$         0.00 MISC$        0.00
595     4731    CF    YTIRE               TIRES REQUIRE FUTURE ATTENTION, 4/32"
                                          TO 6/32" OF TREAD REMAINING.
                      PARTS$         0.00 LABOR$         0.00 MISC$        0.00
595     4731    CF    GTIRE               TIRES GOOD AT THIS TIME, 7/32" OF TREA
                                          D OR GREATER.
                      PARTS$         0.00 LABOR$         0.00 MISC$        0.00
595     4731    CF    YBK                 BRAKES REQUIRE FUTURE ATTENTION, 3 TO
                                          5mm OF DISC PAD MATERIAL OR 1mm OR LES
                                          S OF SHOE MATERIAL REMAINING.
                      PARTS$         0.00 LABOR$         0.00 MISC$        0.00
*--- 18 of 25 - Dealer: APFW-BS ----------------------------------------------*
RO No: 904          Opened: 19JAN11   Closed: 24JAN11   Mileage: 31417
Line Code: A  Booker: 7381            Comeback: N
Complaint:        CUSTOMER STATES PAINT DECAL ON PASS REAR DOORS IS PEELING OFF
Cause: 1160 DECLA PAINT ON RT REAR DOOR PEELING. REMOVE D ECAL, CLEAN AREA, AND
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.............................
1927    1160    WBS   MT255A66            REMOVE DECAL FROM RT REAR DOOR,CLEAN A
                                          REA,INSTALL NEW DECA
                      PARTS$       197.55 LABOR$        52.25 MISC$        0.00
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*--- 19 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 213540      Opened: 11JAN11   Closed: 21JAN11   Mileage: 31417
Line Code: A  Booker: 595            Comeback: N
Complaint:        INSTALL 3 TIRES
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     2807    CF    230T               ROTATE 4 TIRES $19.98
                      PARTS$      736.42 LABOR$       19.98 MISC$        0.00
Line Code: B  Booker: 7381           Comeback: N
Complaint:        CUST STATES STICKER ON PASS REAR DOOR IS PEELING SOP
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     99      CF    BS                 SEND TO BODY SHOP
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: C  Booker: 7381           Comeback: N
Complaint:        CUST STATES CIG LIGHTER INOP CHECK AND ADVISE
Cause: 8514 LIGHTER INOP. INSPECT FOUND LIGHTER ELEMENT B LOWN CAUSING FUSE TO B
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     8514    WF    15052A             CIGAR LIGHTER KNOB AND ELEMENT - REPLA
                                         CE (15052) - L
                      PARTS$       15.60 LABOR$       17.42 MISC$        0.00
Line Code: C  Booker: 7381           Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     8514    WF    14526A             FUSE - REPLACE (14526) - L
                      PARTS$        0.00 LABOR$       17.42 MISC$        0.00
Line Code: D  Booker: 7381           Comeback: N
Complaint:        CUST STATES CRACK IN CENTER CONSOLE CHECK AND ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     8514    CF    SOP                PARTS (S) HAVE BEEN SPECIAL ORDERED FO
                                         R THIS CONCERN. PARTS ORDERED FOR WARR
                                         ANTY REPAIRS MUST BE COMPLETED WITHIN
                                         TIME AND/OR MILEAGE PROVISIONS OF WARR
                                         ANTY COVERAGE.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 20 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 210790      Opened: 05NOV10   Closed: 05NOV10   Mileage: 24980
Line Code: A  Booker: 7381           Comeback: N
Complaint: WRKS   THE WORKS - GAS ENGINE - OIL CHANGE, TIRE ROTATION AND MULTIPO
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
Line Code: A  Booker: 7381           Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     7218    CFM   WRKS               THE WORKS - GAS ENGINE - OIL CHANGE, T
                                         IRE ROTATION AND MULTIPOINT INSPECTION
                      PARTS$        0.00 LABOR$       39.95 MISC$        0.00
595     99      ISMF  PI                 PARTS INCLUDED IN SERVICE
                      PARTS$       17.93 LABOR$        0.00 MISC$        0.00
595     99      CO    OA                 EARNED FREE LOF
                      PARTS$        0.00 LABOR$      -29.95 MISC$        0.00
595     99      CO    OA                 APPLY OWNER ADVANTAGE DISCOUNT
                      PARTS$        0.00 LABOR$      -10.00 MISC$        0.00
Line Code: B  Booker: 7381           Comeback: N
Complaint: 99P    MULTI-POINT INSPECTION CARD
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     7218    CF    99P                MULTI-POINT INSPECTION CARD
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 21 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 210277      Opened: 25OCT10   Closed: 25OCT10   Mileage: 23922
Line Code: A  Booker: 7381           Comeback: N
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RO No: 210277      Opened: 25OCT10   Closed: 25OCT10   Mileage: 23922
Line Code: A  Booker: 7381           Comeback: N
Complaint:        CUST STATES STEERING WHEEL IS PEELING INSTALL SOP
Cause: 8514 REPLACE STEERING WHEEL-PEELING
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     8514    WF    3600A               STEERING WHEEL - REMOVE AND INSTALL OR
                                           REPLACE (3600) - L
                      PARTS$      344.85 LABOR$       52.25 MISC$        0.00
Line Code: B  Booker: 7381           Comeback: N
Complaint:        CUST STATES WINDOWS ON FRONT MAKE NOISE WHEN GOING UP AND DOWN
Cause: 8514 BOTH FRONT WINDOWS NOISY. REMOVE BOTH FRONT D OOR TRIM PANEL TO REPL
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     8514    WF    23943AT             TRIM PANEL - FRONT DOOR - REMOVE AND I
                                          NSTALL (23942) - L
                      PARTS$      182.40 LABOR$       52.25 MISC$        0.00
595     8514    WF    23943A9T            REGULATOR ASSEMBLY - FRONT DOOR WINDOW
                                           MANUAL - REPLACE (23200/23201) - L
                      PARTS$        0.00 LABOR$       78.37 MISC$        0.00
Line Code: C  Booker: 7381           Comeback: N
Complaint:        CUST STATES AC MAKES NOSIE FROM BLOWER MOTOR CHECK AND ADVISE
Cause: 8514 AC NOISY. REPLACE AC BLOWER MOTOR
Line Code: C  Booker: 7381           Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     5672    WF    19805A              MOTOR ASSEMBLY-HEATER-A/C BLOWER - REM
                                          OVE AND INSTALL OR REPLACE (18527/1980
                                          5) - L
                      PARTS$      113.29 LABOR$       43.54 MISC$        0.00
Line Code: D  Booker: 7381           Comeback: N
Complaint:        CUST STATES STICKER ON PASS REAR LOWER DOOR AREA IS PEELING CH
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     99      CF    BS                  SEND TO BODY SHOP
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: E  Booker: 7381           Comeback: N
Complaint: 99P    MULTI-POINT INSPECTION CARD
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     8514    CF    99P                 MULTI-POINT INSPECTION CARD
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     8514    CF    GBATT               BATTERY TESTED GOOD AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: E  Booker: 7381           Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     8514    CF    YTIRE               TIRES REQUIRE FUTURE ATTENTION, 4/32"
                                          TO 6/32" OF TREAD REMAINING.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 22 of 25 - Dealer: APFW-5 ----------------------------------------------*
RO No: 207831      Opened: 27AUG10   Closed: 30AUG10   Mileage: 19930
Line Code: A  Booker: 7381           Comeback: N
Complaint:        CUST STATES STEERING WHEEL IS LOOSING COLOR ON TOP CHECK AND A
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
595     8514    CF    SOP                 PARTS (S) HAVE BEEN SPECIAL ORDERED FO
                                          R THIS CONCERN. PARTS ORDERED FOR WARR
                                          ANTY REPAIRS MUST BE COMPLETED WITHIN
                                          TIME AND/OR MILEAGE PROVISIONS OF WARR
                                          ANTY COVERAGE.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: B  Booker: 7381           Comeback: N
Complaint:        CUST STATES REAR BACK UP SENSOR HAS NO NOISE CHECK AND ADVISE
Cause: .
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RO No: 207831      Opened: 27AUG10   Closed: 30AUG10   Mileage: 19930
Line Code: B  Booker: 7381           Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     8514    CF    R                   RESCHEDULE AT A LATER DATE
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: C  Booker: 7381           Comeback: N
Complaint:        CUST STATES BOTH FRONT WINDOWS MAKE NOISE GOING UP AND DOWN CH
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     8514    CF    SOP                 PARTS (S) HAVE BEEN SPECIAL ORDERED FO
                                          R THIS CONCERN. PARTS ORDERED FOR WARR
                                          ANTY REPAIRS MUST BE COMPLETED WITHIN
                                          TIME AND/OR MILEAGE PROVISIONS OF WARR
                                          ANTY COVERAGE.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: D  Booker: 7381           Comeback: N
Complaint: 99P    MULTI-POINT INSPECTION CARD
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     8514    CF    99P                 MULTI-POINT INSPECTION CARD
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: D  Booker: 7381           Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DE CRIPTION.........................
595     8514    CF    GBATT               BATTERY TESTED GOOD AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     8514    CF    YTIRE               TIRES REQUIRE FUTURE ATTENTION, 4/32"
                                          TO 6/32" OF TREAD REMAINING.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
595     8514    CF    GBK                 BRAKES ARE GOOD AT THIS TIME, 5mm OR M
                                          ORE OF DISC PAD OR 2mm OR MORE OF DRUM
                                           SHOE FRICTION MATERIAL REMAINING.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: E  Booker: 7381           Comeback: N
Complaint:        CUST REQ EST ON 2 TIRES
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
595     8514    CF    R                   RESCHEDULE AT A LATER DATE
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 23 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 205887      Opened: 14JUL10   Closed: 16JUL10   Mileage: 17789
Line Code: A  Booker: 7381           Comeback: N
Complaint:        CUST STATES AC BLOWS WARM, ADVISE ,S.O.P IN
Cause: 5672 AC BLOWS WARM. EVAC AC SYSTEM, DRAIN  COOLANT, REMOVE DASH T O REPLA
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
4284    5672    WF    19700A              PRESSURIZE, LEAK TEST, DISCHARGE, EVAC
                                          UATE AND CHARGE AIR CONDITIONING SYSTE
                                          M. - DIAGNOSIS - L
                      PARTS$       29.78 LABOR$       52.25 MISC$        0.00
4284    4731    WF    19700D6L            MOTOR ASSEMBLY (TEMPERATURE BLEND) - R
                                          EPLACE (18A318/19E616) - L
                      PARTS$        0.00 LABOR$      365.74 MISC$        0.00
4284    4731    WF    MT14401             ADDITIONAL TIME TO REMOVE AND REINSTAL
                                          L AFTERMARKER ACCESSORIES AND SPLICE I
                                          N ALL WIRES
                      PARTS$        0.00 LABOR$      174.16 MISC$        0.00
Line Code: B  Booker: 7381           Comeback: N
Complaint:        CUST STATES DRIVERS SUNVISOR WONT LOCK INTO PLACE
Cause: 5672 LT SUN VISOR WONT LOCK INTO PLACE. REPLACE VI SOR LATCH OK
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
4284    4731    WF    999A                REATTACH LT SIDE SUN VISOR
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RO No: 205887      Opened: 14JUL10   Closed: 16JUL10   Mileage: 17789
                     PARTS$        7.72 LABOR$       17.42 MISC$        0.00
Line Code: C  Booker: 7381          Comeback: N
Complaint:        CUST STATES YELLOW MARKER LIGHT ON PASS SIDE INOP ADVISE
Cause: 5672 REPLACE RT FRONT TURN SIGNAL BULB
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
4284    4731    WF    13465A              REPLACE RT FRONT TURN SIGNAL BULB
                      PARTS$        5.30 LABOR$       17.42 MISC$        0.00
*--- 24 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 205322      Opened: 01JUL10   Closed: 01JUL10   Mileage: 17323
Line Code: A  Booker: 7381          Comeback: N
Complaint:        CUST STATES AC DOESNT BLOW COLD ON DRIVERS SIDE,ADVISE
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
4284    5672    CF    SOP                 PARTS (S) HAVE BEEN SPECIAL ORDERED FO
                                          R THIS CONCERN. PARTS ORDERED FOR WARR
                                          ANTY REPAIRS MUST BE COMPLETED WITHIN
                                          TIME AND/OR MILEAGE PROVISIONS OF WARR
                                          ANTY COVERAGE.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: B  Booker: 7381          Comeback: N
Complaint:        CUST STATES DRIVERS SIDE SEAT DOESNT COOL , AT TIMES, SHUT OFF
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
4284    5672    CF    E                   PLASTIC BAG STUCK UNDER SEAT BLOCKING
                                          AIR FLOW
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: C  Booker: 7381          Comeback: N
Complaint:        CUST STATES DVD DOESNT PLAY THROUGH STEREO, WORKS THROUGH HEAD
Cause: 5672 DVD PLAYER DOES NOT PLAY THROUGH STEREO.REMOV E AND INSTALL DVD PLAY
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
4284    99      WF    OSL                 REMOVE AND INSTALL DVD PLAYER TO RESET
                                           SYSTEM
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
4284            WF    9999                REMOVE AND REINSTALL DVD PLAYER TO RES
                                          ET SYSTEM
                      PARTS$        0.00 LABOR$        0.00 MISC$       52.25
Line Code: D  Booker: 7381          Comeback: N
Complaint:        CUST STATES LOW TIRE PRESSURE LIGHT IS ON, ADVISE
Cause:

Line Code: D  Booker: 7381          Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
4284    5672    CF    E                   RESET TIRE MONITOR
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: E  Booker: 7381          Comeback: N
Complaint: 1P     CHANGE ENGINE OIL AND FILTER $29.95
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
4284    5672    CFM   1P                  CHANGE ENGINE OIL AND FILTER $29.95
                      PARTS$        0.00 LABOR$       29.95 MISC$        0.00
4284    99      ISMF  PI                  PARTS INCLUDED IN SERVICE
                      PARTS$       17.93 LABOR$        0.00 MISC$        0.00
Line Code: F  Booker: 7381          Comeback: N
Complaint: 99P    MULTI-POINT INSPECTION CARD
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION..........................
4284    5672    CF    99P                 MULTI-POINT INSPECTION CARD
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
4284    5672    CF    GBATT               BATTERY TESTED GOOD AT THIS TIME
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00

Press B, S#, Enter for next page, EST#, ?, or E to Exit:
```

```
RO No: 205322      Opened: 01JUL10   Closed: 01JUL10   Mileage: 17323
Line Code: F  Booker: 7381           Comeback: N
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
4284    5672    CF    GTIRE               TIRES GOOD AT THIS TIME, 7/32" OF TREA
                                          D OR GREATER.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
4284    5672    CF    GBK                 BRAKES ARE GOOD AT THIS TIME, 5mm OR M
                                          ORE OF DISC PAD OR 2mm OR MORE OF DRUM
                                           SHOE FRICTION MATERIAL REMAINING.
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
Line Code: G  Booker: 7381           Comeback: N
Complaint:        420-1112
Cause:
SA..... TECH... TYPE. OPCODE.. CB-RO..... DESCRIPTION.........................
4284    99      CF    INFO                INFORMATION LINE
                      PARTS$        0.00 LABOR$        0.00 MISC$        0.00
*--- 25 of 25 - Dealer: APFW-S ----------------------------------------------*
RO No: 194501      Opened: 09NOV09   Closed: 09NOV09   Mileage: 53
Line Code: A  Booker: 7092           Comeback: N
Complaint: 805    NC PRE-DELIVERY INSPECTION
Cause:

Press B, S#, Enter for next page, EST#, ?, or E to Exit:
```

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	BL4AI006 NHL			**Received:**	12/30/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X2 ,F150 ,SUP CRW,STYSD ,1FTEW1CV1AF[redacted]			**Build Date:**	10/17/2009
Odometer :	57,155 M	**Engine:**	5.4L 3V FF	**Calibration:**	AF615V0A
Transmission:	6R80E	**Axle:**	3800F3.73L	**A/C:**	YES
Dealer:	USA 02956 Al Packer Ford West			**Phone#:**	(561) 790-1100
City:	Royal Palm Beach	**State:**	Florida	**Country :**	USA

Originator: KYLE PARHAM

Symptom: 4 46 5 90 ST/RN/MV,FLUIDS,FUEL,SPIT BACK

Status:

VFG: V25 FUEL FILLING & DELIVERY

Additional Symptom: SPIT BACK AT 1/2 TANK

Fix: **Causal Component :**

Condition Code:

Hotliner: MMESSIN4 **Phone:** 313 322-5105 **Regn Cd:** S4 Miami

Engineering: **Phone:** **TAR:**

Dlr Contact: KYLE PARHAM **Phone:** 000 000-0000 **Title Cde:** T

KOEO:
KOEC:
KOER:
Comments:

REPAIR 12/30/2011 10:05AM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:SOME WHERE AROUND HALF A TANK DURING FUELING. PUMP STARTS CLICKING AND FUEL POARS OUT OF GAS CAP
AREA. DIAGNOSTICS: VISUALLY INSPECT NO CONCERN FOUND PARTS REPLACED:NONE SO FAR TECH QUESTION:LOOKING FOR KNOWN CONCERNS OR PAST REPAIRS

RECOMM 12/30/2011 10:05AM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE
KYLE, PLEASE VERIFY THAT THE FUEL GUAGE IS READING ACCURATELY. IF AN INACCURATE FUEL GUAGE IS SUSPECT, PLEASE REFER TO THE ONLINE WORKSHOP MANUAL, SECTION 413-01: INSTRUMENTATION, MESSAGE CENTER, AND WARNING CHIMES, DIAGNOSIS AND TESTING, PINPOINT TESTS, PINPOINT TEST B, FOR DIAGNOSIS OF THIS CONCERN. IF THE FUEL GUAGE IS READING ACCURATELY, AND THE VEHICLE IS SPITTING BACK FUEL AT HALF A TANK, PLEASE VERIFY THIS CONCERN AT MULTIPLE FUELING STATIONS. IF THIS CONCERN ONLY OCCURS AT ONE FUELING STATION, SUSPECT THE FUELING STATION IS AT FAULT. IF THE CONCERN CAN BE DUPLICATED AT MULTIPLE STATIONS, PLEASE INSPECT THE FILLER NECK AND ASSOCIATED LINES FOR PROPER INSTALLATION. ADJUST AND REPAIR AS NECESSARY. PLEASE ALSO INSPECT THE FUEL TANK INLET CHECK VALVE FOR STICKING OR STUCK CLOSED CONDITION. THIS VALVE IS PART OF THE FUEL TANK.

REPAIR 12/30/2011 11:33AM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE
KINDA GOT ALL THAT FROM WORKSHOP MANUAL. WAS LOOKING FOR PAST OR LIKE REPAIRS.

RECOMM 12/30/2011 11:33AM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE
KYLE, THERE ARE NO SPECIFIC KNOWN CONCERNS OR REPORTS FOR THIS MODEL/YEAR AND SYMPTOM. RESTRICTIONS IN THE FILLER NECK, EVAP SYSTEM, AND FUEL TANK LIMIT VALVES ARE THE NORMAL CAUSES OF FUELING CONCERNS.

REPAIR **01/30/2012 03:07PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE**
CONCERN: CANNOT FILL ABOVE HALF TANK DIAGNOSTICS PERFORMED: REMOVED TANK AND FOUND FULL OF GAS. TRUCK READING HALD TANK AND TANK IS FULL. REPLACED FUEL LEVEL SENDER AND DIDNT HELP WATCHING FUEL LEVEL PID NEVER GOES ABOVE 50% SENDER TESTING OUT PROPERLY. ALL WIRES OKAY. PARTS REPLACED: SENDER. INITIAL QUESTION: WHAT COULD BE CAUSING THIS

RECOMM **01/30/2012 03:07PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE**
WEB - MMESSIN4 - 1/30/2012 2:18:28 PM ROGER, PLEASE INSPECT THE FUEL TANK FOR ANY DAMAGE. IF THE TANK HAS COLLAPSED, THIS CONCERN WOULD BE PRESENT DUE TO THE PHYSICAL SIZE OF THE FUEL TANK DIFFERENCE. IF THERE IS FUEL TANK DAMAGE PRESENT, FUEL TANK REPLACEMENT WOULD BE NECESSARY. IF TANK DAMAGE IS PRESENT, PLEASE ALSO INSPECT THE EVAP PURGE VALVE FOR A STUCK OPEN CONDITION. IF THIS VALVE WAS STUCK OPEN, THE FUEL TANK MAY COLLAPSE. IF FURTHER ASSISTANCE IS NEEDED, PLEASE REFER TO THE ONLINE WORKSHOP MANUAL, SECTION 413-01: INSTRUMENTATION, MESSAGE CENTER, AND WARNING CHIMES, DIAGNOSIS AND TESTING, PINPOINT TESTS, PINPOINT TEST B, FOR FURTHER DIAGNOSIS OF THIS CONCERN.

AUDIT **01/30/2012 03:07PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE**
ODOMETER 54775 M CHANGED TO 57155 M BY MMESSIN4

REPAIR **01/30/2012 03:08PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE**
WEB - R-MESA - 1/30/2012 2:27:01 PM NEVER MIND

RECOMM **01/30/2012 03:08PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE**
WEB - AHEBERT8 - 1/30/2012 2:38:32 PM ROGER, IF FURTHER ASSISTANCE IS REQUIRED PLEASE UPDATE THIS FORM. THANK YOU

Download Options

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

Requester: LBINGHAM
Report Summary
Server: FCWS686

Ford Proprietary, Private

12-Nov-2012
Retention: None

VEHID AFA52091
[redacted]
LOXHATCHEE FL [redacted]
[redacted]
CELL PHONE N/A
PAGER N/A CODE
E-MAIL [redacted]
DLR LOYALTY
10 FORD F150 78284
Command? (Enter, *, N, VEH, CUST, ?) ....?

(OWNER)

SERIAL NO. 1FTEW1CV1AF[redacted]
CUSTOMER 41353
DELV. DATE 02DEC09
IN SERVICE
WAR.EXP.DATE STKR [redacted]
LICENSE NO. [redacted]
UNIT N/A SLSMN 3016
SA
STOCK # T0107

[redacted]

BEGINNING OF CONTACT
05/20/2011 VOICE OF THE CUSTOMER TRACKING SYSTEM 07.57.15

==========

		OGC ISSUE		CASE NBR:	1496601251.
REGION:	W1 LOS ANGELES	ZONE: A01		OPENED:	2011/05/19
VIN:	2FMDK3JC5AE[redacted]	ENGINE: C	VEH TYPE: T	CLOSED:	2011/05/19

==========

LAST NAME:	[redacted]			STATUS:	CLOSED
TITLE:	[redacted]	FIRST NAME:	J[redacted]	MI:	H
ADDRESS:	[redacted]				
CITY:	SOUTH PASADENA	STATE:	CA	ZIP:	91030
HOME PHONE:	[redacted]				
MODEL YEAR:	2010	MODEL:	EDGE		
MILEAGE:	1				
DEALER NAME:	BOB WONDRIES FORD	SALES CODE:	F71061	P & A:	04297
REASON CODE:	0772 LEGAL - ACCIDENT				
SYMPTOMS:	607500 STALLS/QUITS ACCELERATION				

ORIGIN: CACI38 - US CONCERN CASE BASE COMMUNICATION: PHONE
ACTION: 791 - ADVISE CUSTOMER INFO WILL BE SENT TO OGC
DOCUMENT: ANALYST: EMARBLE4 MARBLE EARL

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
MAY 20 2011
OFFICE OF THE
GENERAL COUNSEL

DATE: 2011/05/19 TIME: 15.38.59 :
ACTION DATA/COMMENTS:

CUSTOMER SAID: -C/W [redacted]-[redacted]-BROTHER IN LAW -VEH WAS STALLING PRIOR TO ALL THIS -VEH WAS IN A MINOR ACCIDENT-VEH HAS REPAIRED-CUST IS TRYING TO FIND OUT ABOUT THE BUMPER-OWNER IS IN SOUTH PASANEDA-C/W TRYING TO GET REG. OWNER ON THE OTHER PHONE**********1. DATE OF THE ACCIDENTAPRIL 8TH,20112. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENTSTALLING DUE TO FAULTY THROTTLE BODY3. IF THERE WERE ANY INJURIES SUSTAINEDNO4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURREDSOUTH PASADENA / ROSE BOWL ST5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED.NO6. 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.N/A8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY.NO9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM.N/A10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE.YES11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE).12. WHAT THE CUSTOMER IS SEEKING CUST IS SEEKING FMC PAY FOR THE BUMPERDEALER SAID: BOB WONDRIES FORD 400 S ATLANTIC BLVDALHAMBRA, CA 91801 TEL:(866) 668-6483CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE.-ADVISED ABOVE**** OBC TO DLR -TALKED TO DAVE S/M WE WERE UNABLE TO DUPLICATE ISSUE OF STALLINGON FIRST VISIT. CUST CAME BACK THE NEXT DAY AND WE WERE ABLE TO DIAGNOSIS THE ISSUE AND REPAIRED VEH

CONSUMER AFFAIRS 05/20/2011 FAXOGC2 CONFIDENTIAL

CUSTOMER #: 2134070964

406997

Bob Wondries Ford

INVOICE

P.O. BOX 1131 - ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. - ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

[redacted]

S PASADENA, CA [redacted]

PAGE 1

HOME: CONT:N/A

BAR# ARD-008494 EPA# CAD981669971

BUS: CELL:

SERVICE ADVISOR: 517 THOMAS MONCAYO JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	10	FORD EDGE	2FMDK3JC5AE[redacted]		5040/5043	T6951

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10 DD			18:30 04MAY11			CASH	05MAY11

R.O. OPENED	READY	OPTIONS:
16:32 04MAY11	13:36 05MAY11	DLR:1016 ENG:3.5_Liter 1)OWNER ADVANTAGE NO 180 590 664

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST STATES VEHICLE STALL OUT SOMETIMES ADVISE
CAUSE: PERFORMED EEC TESTS. RETRIEVED STORED DTC P2135. RAN PIN POINT
TESTS DV PER ON LINE PCED. VERIFIED TP SENSOR CIRCUITS
INTERGRITY FROM SENS

12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
691 W 0.20 (N/C)

1 7T4Z*9E926*FA THROTTLE BODY AND MOTOR ASY (N/C)

12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST -
L
691 W 0.30 (N/C)

12650D80 PID RECORDER/MONITOR TEST - L
691 W 0.10 (N/C)

12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
EXTRA TIME TO RERUN FINAL QUICK TEST
691 W 0.10 (N/C)

9926A THROTTLE BODY - AIR INTAKE - REPLACE
(9E926) - L
691 W 0.50 (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
1796

SUBL ENTERPRISE RENTAL PO 181402 IN 134010
WTAP (N/C)

5043 42 12650D,D45,D80,DX1,9926A(.5) 1.20 PERFORMED EEC TESTS.
RETRIEVED STORED DTC P2135. RAN PIN POINT TESTS DV PER ON LINE PCED.
VERIFIED TP SENSOR CIRCUITS INTERGRITY FROM SENSOR TO PCM. REPLACED
THROTTLE BODY ASY DUE TO INTERMITANT SENSOR. RESET KEEP ALIVE MEMORY,
ROAD TESTED AND RETESTED, OK.

****

EST: 0.00 04MAY11 16:32 SA: 517

OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
GUARANTEED ONE FULL YEAR
ALL WARRANTY WORK WELCOME
REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

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

CUSTOMER SIGNATURE

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

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XB/2C

CUSTOMER COPY

CUSTOMER #: 2134070964

406997

Bob Wondries Ford

INVOICE

P.O. BOX 1131 · ALHAMBRA, CA 91802
400 S. ATLANTIC BLVD. · ALHAMBRA, CA 91801

(626) 289-3591 · (323) 283-1140

[redacted]

S PASADENA, CA [redacted]

PAGE 2

BAR# ARD-008494 EPA# CAD981669971

HOME: CONT:N/A

BUS: CELL:

SERVICE ADVISOR: 517 THOMAS MONCAYO JR

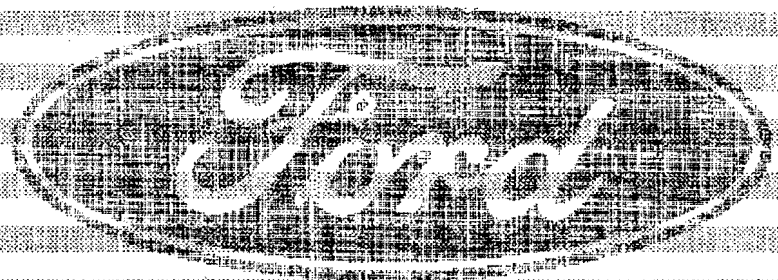
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	10	FORD EDGE	2FMDK3JC5AB[redacted]		5040/5043	T6951

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10 DD			18:30 04MAY11			CASH	05MAY11

R.O. OPENED	READY
16:32 04MAY11	13:36 05MAY11

OPTIONS: DLR:1016 ENG:3.5_Liter 1)OWNER ADVANTAGE NO 180 590 664

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
					THANK YOU FOR YOUR BUSINESS			
					IF YOU ARE HAPPY WITH OUR SERVICE,			
					PLEASE TELL OTHERS, IF NOT, PLEASE LET ME			
					KNOW.			
					DAVID STEWART			
					PARTS AND SERVICE DIRECTOR			
					BOB WONDRIES FORD (626)289-3591			



OPEN
7 DAYS A WEEK

PARTS AND SERVICE
MON. - FRI. 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM
SUNDAY 9:00 AM - 3:00 PM

PERSONAL CHECKS WELCOME
AMERICAN EXPRESS
MASTERCARD
VISA
DISCOVER

GENUINE FORD PARTS
FACTORY CERTIFIED TECHNICIANS
BODY SHOP FACILITIES * QUALITY REPAIRS
GUARANTEED ONE FULL YEAR
ALL WARRANTY WORK WELCOME
REGARDLESS OF WHERE YOU PURCHASED YOUR FORD

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

CUSTOMER SIGNATURE

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

Copyright 2000 ADP, Inc. SERVICE INVOICE #3 XS32C

CUSTOMER COPY

[redacted]

[redacted]

CT Corporation

Service of Process Transmittal
05/23/2011
CT Log Number 518572780

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

RE: **Process Served in Pennsylvania**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Letter, Cover Sheet, Notice, Complaint, Verification, Exhibit
COURT/AGENCY:	Philadelphia County, Court of Common Pleas, PA Case # 110502373
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - Failure to repair and/or correct defects on a 2010 Ford F-150 XLT - VIN 1FTMF1EW4AK[redacted]
ON WHOM PROCESS WAS SERVED:	CT Corporation System, Harrisburg, PA
DATE AND HOUR OF SERVICE:	By Certified Mail on 05/23/2011 postmarked on 05/20/2011
JURISDICTION SERVED :	Pennsylvania
APPEARANCE OR ANSWER DUE:	Within 20 days - Written Appearance // 01/24/2012 at 09:30 a.m. - Arbitration Hearing
ATTORNEY(S) / SENDER(S):	David J. Gorberg David J. Gorberg & Associates, P.C. 32 Parking Plaza Suite 700 Ardmore, PA 19003 215-665-7660
REMARKS:	Postmark may not be legible on scanned image. The Case ID# at the bottom of the form appears to be one number short of the complete case number.
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 797135538143 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	CT Corporation System
PER:	Sabra Dudding
ADDRESS:	116 Pine Street 3rd Floor, Suite 320 Harrisburg, PA 17101
TELEPHONE:	717-234-6004

OFFICE OF THE GENERAL COUNSEL
11 MAY 26 P2:47
LITIGATION PRACTICE GROUP

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

DAVID J. GORBERG & ASSOCIATES, P.C.

32 PARKING PLAZA
SUITE 700
ARDMORE, PA 19003

1-800-MY-LEMON
1-800-695-3666

215-665-7660
FAX 215-563-8738

www.MyLemon.com

DAVID J. GORBERG*
LAURA L. APPLEGATE
COURTNEY L. SOFIA*
EDWARD B. FEINER*

*MEMBER OF PA AND NJ BARS
†MEMBER OF PA AND NY BARS

NEW JERSEY OFFICE
208 KINGS HIGHWAY SOUTH
CHERRY HILL, NJ 08034
(856) 354-2119

PITTSBURGH OFFICE
1900 ALLEGHENY BLDG.
429 FORBES AVENUE
PITTSBURGH, PA 15219
412-894-9970
FAX 412-894-9983

May 20, 2011

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

RE: [redacted] vs. Ford Motor Company
Docket No. May Term, 2011 No. 2373

Dear Sir/Madam:

Pursuant to the current Rules of Civil Procedure, we enclose herein the copy of the Civil Action Complaint, the original of which has been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within twenty (20) days from your receipt of this letter or a default judgment may be entered against you.

Very truly yours,

DAVID J. GORBERG

DJG/jm
Enclosure

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

MAY 2011

E-Filing Number: 1105034873

002373

PLAINTIFF'S NAME
RICHARD RICCHETTI

DEFENDANT'S NAME
FORD MOTOR COMPANY

PLAINTIFF'S ADDRESS
6292 NESHAMINY VALLEY DRIVE
BENSALEM PA 19020

DEFENDANT'S ADDRESS
C/O CT CORPORATION 116 PINE STREET SUIE 320
HARRISBURG PA 17101

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS
1

TOTAL NUMBER OF DEFENDANTS
1

COMMENCEMENT OF ACTION
- [x] Complaint
- [ ] Petition Action
- [ ] Notice of Appeal
- [ ] Writ of Summons
- [ ] Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY
- [x] $50,000.00 or less
- [ ] More than $50,000.00

COURT PROGRAMS
- [x] Arbitration
- [ ] Jury
- [ ] Non-Jury
- [ ] Other:
- [ ] Mass Tort
- [ ] Savings Action
- [ ] Petition
- [ ] Commerce
- [ ] Minor Court Appeal
- [ ] Statutory Appeals
- [ ] Settlement
- [ ] Minors
- [ ] W/D/Survival

CASE TYPE AND CODE
10 - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

FILED
PRO PROTHY
MAY 20 2011
J. MURPHY

IS CASE SUBJECT TO COORDINATION ORDER?
YES NO

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: RICHARD RICCHETTI

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY
DAVID J. GORBERG

ADDRESS
700 TIMES BUILDING
SUBURBAN SQUARE
ARDMORE PA 19003

PHONE NUMBER
(215)665-7660

FAX NUMBER
(215)563-8738

SUPREME COURT IDENTIFICATION NO.
53084

E-MAIL ADDRESS
mkahlan@mylemon.com

SIGNATURE OF FILING ATTORNEY OR PARTY
DAVID GORBERG

DATE SUBMITTED
Friday, May 20, 2011, 11:03 am

FINAL COPY (Approved by the Prothonotary Clerk)

Filed and Attested by
PROTHONOTARY
20 MAY 2011 11:03 am
J. MURPHY

DAVID J. GORBERG & ASSOCIATES, P.C.
BY:
IDENTIFICATION NO.
700 TIMES BUILDING
SUBURBAN SQUARE
ARDMORE, PA 19003
(215) 665-7660

ATTORNEY FOR

RICHARD RICCHETTI
6292 Neshaminy Valley Drive
Bensalem, PA 19020

VS.

FORD MOTOR COMPANY
c/o CT Corporation
116 Pine Street, Suite 320
Harrisburg, PA 17101

COURT OF COMMON PLEAS
DIVISION

TERM,

No.

NOTICE

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 GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
One Reading Center
1101 Market Street
Philadelphia, Pennsylvania 19107
(215) 238-6333

AVISO

Le han demandado en corte. Si usted desea defender contra las demandas dispuestas en las páginas siguientes, usted debe tomar la acción en el plazo de veinte (20) dias despuès de esta queja y se sirve aviso, incorporando un aspecto escrito personalmente o y archivando en escribir con la corte sus defensas u objeciones a las demandas dispuestas contra usted el abogado le advierte que si usted no puede hacer así que el caso puede proceder sin usted y un juicio se puede incorporar contra usted compra la corte sin aviso adicional para cualquier dinero demandado en la queja o para cualquier otro demanda o relevación pedida por el demandante. Usted puede perder el dinero o la caracteristica de otra enderoza importante a usted.

USTED DEBE LLEVAR ESTE PAPEL SU ABOGADO INMEDIATAMENTE. SI USTED NO HACE QUE UN ABOGADO VAYA A O LLAME POR TELÉFONO LA OFICINA DISPUESTA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED LA INFORMACIÓN SOBRE EMPLEAR A UN ABOGADO. SI USTED NO PUEDE PERMITIRSE AL HIRE A UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACIÓN SOBRE LAS AGENCIAS QUE LOS SERVICIOS JURIDICOS DE LA OFERTA DE MAYO A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGUN HONORARIO.

SERVICIO DE REFERENCIA LEGAL
One Reading Center
1101 Market Street
Filadolfia, Pennsylvania 19107

Case ID: 11050237

DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG
Identification No.: 53084
32 Parking Plaza
Suite 700
Ardmore, PA 19003
215-665-7660

Attorney for Plaintiff

Richard Ricchetti
6292 Neshaminy Valley Drive
Bensalem, PA 19020

COURT OF COMMON PLEAS

vs.

Philadelphia

Ford Motor Company
C/O CT CORPORATION
116 PINE STREET
SUITE 302
HARRISBURGH PA 17101

COMPLAINT

1. Plaintiff, Richard Ricchetti, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing 6292 Neshaminy Valley Drive, Bensalem, PA 19020

2. Defendant, Ford Motor Company is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania and can be served c/o CT Corporation, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about July 29, 2010, Plaintiff purchased a new 2010 Ford F-150 XLT (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FTMF1EW4AKB85226. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled $28,880.76.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about July 29, 2010, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of but was not limited to, Defective engine. Copies of repair receipts are attached hereto and marked as Exhibit "A".

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

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for

the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

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

19. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

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

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which

substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiff uses the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.

34. 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.

35. Section 15 U.S.C. §2310 (d) (1) 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.

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

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

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(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.

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: _____
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X _____
Richard Ricchetti

Date: 4/08/11

Case ID: 11050237

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: NOV 30, 2011 **VALID: 09/28/10**

PLATE: [redacted] REG. GROSS WT: 05000
TITLE: [redacted]
VIN: 1FTMF1EW4A[redacted] UNLADEN WEIGHT: 04912
YR/MAKE: 2010 FORD CLASS: 01
TYPE: TK
WID: 10271 3902 140662-001

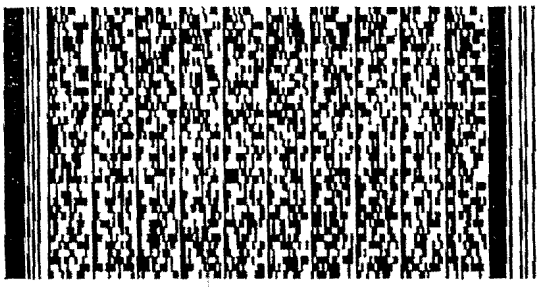
[redacted]

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: BUCKS

[redacted]

BENSALEM PA
[redacted]



This card must be carried for production upon demand. It is suggested that you carry this card in the insured vehicle.

WARNING: Any owner or registrant of a motor vehicle who drives or permits a motor vehicle to be driven in this State without the required financial responsibility may have his registration suspended or revoked.

NOTE: THIS CARD IS REQUIRED WHEN:
(1) You are involved in an auto accident.
(2) You are convicted of a traffic offense other than a parking offense that requires a court appearance.
(3) You are stopped for violating any provision of 75 Pa.C.S. (relating to the Vehicle Code) and requested to produce it by a police officer.

You must provide a copy of this card to the Department of Transportation when you request restoration of your operating privilege and/or registration privilege which has been previously suspended or revoked.

CALL 1-800-892-8877 TO REPORT ALL ACCIDENTS AS SOON AS POSSIBLE

IMPORTANT - DO NOT DETACH
(SHOULD BE FOLDED AT VERTICAL LINE)

FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

PENNSYLVANIA

NAIC/COMPANY NUMBER: 14168
COMPANY: Harleysville Mutual Insurance Company
POLICY NUMBER: [redacted]
EFFECTIVE DATE: 03/24/2011
EXPIRATION DATE: 09/24/2011
YEAR: 2010
MAKE/MODEL: FORD/F150
VEHICLE IDENTIFICATION NUMI: 1FTMF1EW4A[redacted]
AGENCY/COMPANY ISSUING CARD: NATIONAL PENN INSUR SVCS GROUP INC 378892
INSURED: [redacted]
Bensalem PA [redacted]

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

A-1990 (Ed. 1-99)

DEALER INSTALLED ACCESSORIES
[redacted] HARGES

1FTMF1EW4A[redacted] STK. #
10 F1 F150 SERIES
F1F REG CAB 4X4 STYLE
PUEBLO GLD MET MSRP $ 31,475.00

SECURITY CODING (Activation required)	279.00
BEDLINER	279.00
BUG DEFLECTOR	149.00
McCafferty Rewards	FREE
-Free 5th Oil Change	
-Coupons Emailed Monthly	
-Discounts at Local Merchants	
TOTAL DEALERS SUGGESTED RETAIL PRICE	$ 32,182.00

ase ID: 1105023

PE13-003 001170LCPV

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER FOR THE FOLLOWING: ☒ NEW ☐ USED ☐ PRIOR USE: ☐ CAR ☒ TRUCK ☐ DEMO

STOCK NO. FL22233

MAKE	YEAR	MILEAGE
FORD TRUCK	2010	21

MODEL: F-150 SERIES

BODY TYPE: REG CAB 4X4 STYLE

EXTERIOR COLOR: PUEBLO GLD MET

SERIAL NO. 1FTMF1EW4AK[redacted]

SOLD BY: JOHN J. VELTRI — TO BE DELIVERED ON OR ABOUT: 07/29/2010

USED VEHICLE TRADED IN AND/OR OTHER CREDIT

MAKE	YEAR	MILEAGE
FORD TRUCK	2008	50519

MODEL: F-150

EXT. COLOR: DK BLUE — INT. COLOR: STX

SERIAL NO. 1FTRF12218K[redacted]

AMOUNT	GOOD UNTIL	VERIFIED BY
6175.00		

2ND USED VEHICLE TRADED IN AND/OR OTHER CREDIT

MAKE — YEAR — MILEAGE

MODEL

EXT. COLOR — INT. COLOR

SERIAL NO.

AMOUNT	GOOD UNTIL	VERIFIED BY

COLLISION COVERAGE

NAME OF AGENT: NAT'L PENN INS CO — PHONE: (215)723-7757

ADDRESS: PA [redacted]

COLLISION DEDUCTIBLE:

INSURANCE CO: HARLEYSVILLE MUTUAL INS C — SPOKE WITH:

EFFECTIVE DATE: 09/24/2009 — EXPIRATION DATE: 09/24/2010 — VERIFIED BY:

WARRANTY INFORMATION

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

☐ USED CAR WARRANTY: Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.

☐ AS IS: THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT PRESENTLY EXISTS OR THAT MAY OCCUR IN THE VEHICLE.

USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUIA PARA, COMPRADORES DE VEHICULOS USADOS. LA INFORMACION QUE, VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACION DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFFECTO TODA DISPOSICION EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of $ N/A

PURCHASER'S SIGNATURE X _____

Purchaser hereby acknowledges to the above statement.

USED TRADE-IN ALLOWANCE [redacted]	$ 14000.00
LESS PAYOFF (PAYOFF AMOUNT IS SUBJECT TO VERIFICATION)	6175.00
NET TRADE IN $	7825.00

PURCHASER'S NAME [redacted]

PURCHASER'S ADDRESS [redacted]

CITY, STATE & ZIP BENSALEM PA [redacted]

E-MAIL [redacted]

RESIDENCE PHONE [redacted]

BUSINESS PHONE

CASH DELIVERED PRICE OF VEHICLE	$ 28828.37
SECURITY (ETCH)	279.00
OTHER AFTERMARKETS	1250.00
LESS REBATES:	(1500.00
	(1000.00
CASH PRICE OF VEHICLE & ACCESSORIES	$ 27857.37
TOTAL PRICE	27857.37
LESS TRADE #1 [redacted]	(14000.00
LESS TRADE #2 [redacted]	(N/A
NET TAXABLE	13857.37
SALES TAX	831.4
TIRE TAX	5.0
STATE MOTOR VEHICLE FEES:	$
TITLE 22.50 LIEN 5.00 TRANSFER 6.00	33.5
REG. (GVWR N/A)	N/
TEMP. PLATE (METAL TRANSIT)	N/
DOCUMENTATION	123.0
MESSENGER	N/
ON-LINE REGISTRATION	15.4
NOTARY	15.0
TOTAL PRICE OF UNIT	$ 28880.7
NET TRADE IN (Transferred from Left Column)	$ 7825.0
DEPOSIT	$ N
CASH AT DELIVERY +	6175.0

Case ID: 110502137

F-150

EXT. COLOR	INT. COLOR
DK BLUE	STX

SERIAL NO. 1FTRF12218K[redacted]

AMOUNT	GOOD UNTIL	VERIFIED BY
6175.00		

2ND USED VEHICLE TRADED IN AND/OR OTHER CREDIT

MAKE	YEAR	MILEAGE

MODEL

EXT. COLOR	INT. COLOR

SERIAL NO.

AMOUNT	GOOD UNTIL	VERIFIED BY

COLLISION COVERAGE

NAME OF AGENT	PHONE
NAT'L PENN INS CO	(215)723-7757

ADDRESS PA

POLICY NUMBER:	COLLISION DEDUCTIBLE
[redacted]	

INSURANCE CO	SPOKE WITH
HARLEYSVILLE MUTUAL INS C	

EFFECTIVE DATE	EXPIRATION DATE	VERIFIED BY
09/24/2009	09/24/2010	

WARRANTY INFORMATION

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

☐ USED CAR WARRANTY: Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.

☐ AS IS: THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT PRESENTLY EXISTS OR THAT MAY OCCUR IN THE VEHICLE.

USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUIA PARA, COMPRADORES DE VEHICULOS USADOS. LA INFORMACION QUE, VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACION DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFFECTO TODA DISPOSICION EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of $ N/A

PURCHASER'S SIGNATURE X _____

Purchaser hereby acknowledges to the above statement.

USED TRADE-IN ALLOWANCE	$	14000.00
LESS PAYOFF (PAYOFF AMOUNT IS SUBJECT TO VERIFICATION)		6175.00
NET TRADE IN	$	7825.00

BALANCE OWED TO: POLICE & FIRE C.U.

ACCT. NO. 52923101

ADDRESS

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that he has read its terms and has received a true copy of this Agreement.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative. YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THE AGREEMENT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER.

XX ☐ Buyer acknowledges that if this box is checked, this agreement contains an arbitration clause. Buyer has read all pages of this agreement and agrees to all terms and conditions in this agreement.

OTHER AFTERMARKETS		1250.0
LESS REBATES:		(1500.0
		(1000.0
CASH PRICE OF VEHICLE & ACCESSORIES	$	27857.37
TOTAL PRICE	27857.37	
LESS TRADE #1 [redacted]	(14000.00	
LESS TRADE #2 [redacted]	(N/A	
NET TAXABLE	13857.37	
SALES TAX		831.1
TIRE TAX		5.0
STATE MOTOR VEHICLE FEES:	$	
TITLE 22.50 LIEN 5.00 TRANSFER 6.00		33.5
REG. (GVWR N/A)		N/A
TEMP. PLATE (METAL TRANSIT)		N/
DOCUMENTATION		123.0
MESSENGER		N/
ON-LINE REGISTRATION		15.45
NOTARY		15.0
TOTAL PRICE OF UNIT	$	28880.76
NET TRADE IN (Transferred from Left Column)	$	7825.0
DEPOSIT	$	N/
CASH AT DELIVERY +		6175.0
TOTAL DOWN PAYMENT −		14000.0
TOTAL BALANCE DUE/AMO[redacted]		0.7

PURCHASER'S SIGNATURE [redacted]

DATE 07/29/2010

ACCEPTED BY (Dealer)

PER (Name & Title)

DATE 07/29/2010

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM.

WHITE — Accounting Copy PINK — Bus. Mgr. YELLOW— Customer Copy

RETAIL ORDER FOR A MOTOR VEHICLE - NOT A RECEIPT

S-FB-S-18 (7-09)

The Reynolds and Reynolds Company ROS04758 (10/09)

Case ID: 11050237

PE13-003 001172LCPV

Ford

www.fordvehicles.com

VEHICLE DESCRIPTION

F-150

BUILT Ford TOUGH

2010 F-150 4X4 REGULAR CAB
XLT 145" WHEELBASE STYLESID
4.6L 2V EFI V8 ENGINE
ELECTRONIC 4-SPD AUTO O/D

EXTERIOR
PUEBLO GOLD CLEARCOAT
INTERIOR
TAN 40/20/40 PREM CLOTH

STANDARD EQUIPMENT **INCLUDED AT NO EXTRA CHARGE**

EXTERIOR
- AUTOLAMP-AUTO ON/OFF HDLMP
- FRONT TOW HOOKS
- LOCKING REMOVABLE TAILGATE W/ LIFT ASSIST
- PRIVACY GLASS, REAR
- SPARE TIRE & WHEEL LOCK

INTERIOR
- AIR CONDITIONING - MANUAL
- COLOR COORD CARPET & MATS
- COVRD VISOR VANITY MIRRORS
- CRUISE CONTROL/TILT WHEEL
- OUTSIDE TEMP/COMPASS DSPLY

FUNCTIONAL
- 2-SPD TRANSFER CASE
- 4 PIN TRAILER WIRING
- AUXILIARY POWER POINT
- CARGO BOX TIE DOWN HOOKS
- EASY FUEL CAPLESS FILLER
- FAIL-SAFE COOLING SYSTEM
- FULLY BOXED FRAME
- POWER RACK&PINION STEERING
- POWER WNDOWS/LOCKS/MIRRORS
- TIRE PRSURE MONITORING SYS
- TRAILER SWAY CONTROL

SAFETY/SECURITY
- 4-WHEEL DISC BRAKES W/ABS
- ADVANCETRAC W/ ROLL STABILITY CONTROL
- AIRBAGS, FRONT SIDE SEAT
- REAR HIGH MOUNT STOP LAMP
- SAFETY CANOPY
- SECURILOCK ANTI THEFT IGN

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

PRICE INFORMATION

	Manufacturer's Suggested Reta
STANDARD VEHICLE PRICE	$ 29460.(
OPTIONAL EQUIPMENT	
PREFERRED EQUIPMENT PKG.507A	
.AM/FM STEREO/CLOCK/SINGLE CD	
.17" MACH ALUM W/PAINT ACCENTS	
.P235/75R17 BSW ALL-TERRAIN	
3.73 RATIO REGULAR AXLE	NO CHAR
6950# GVWR PACKAGE	
CALIFORNIA EMISSIONS SYSTEM	NO CHAR
SYNC VOICE ACTIVATED SYSTEMS	395.
TRAILER TOW PACKAGE	350.
XLT CONVENIENCE PACKAGE	495.
.POWER ADJUSTABLE PEDALS	
.POWER SIGNAL HEATED MIRRORS	
.FOG LAMPS	
DRIVERS PACKAGE	225.
KEYLESS ENTRY KEY PAD	75
TOTAL VEHICLE & OPTION	31000
DESTINATION & DELIVERY	975
TOTAL BEFORE DISCOUNTS	31975
XLT SYNC AND TOW DISCO	500
MODEL YEAR END DOUBLE	500
TOTAL SAVINGS	100

EPA Fuel Economy Estimates

CITY MPG

14

Expected range for most drivers 11 to 17 MPG

Estimated Annual Fuel Cost

$2,438

based on 15,000 miles at $2.60 per gallon

Combined Fuel Economy
This Vehicle
16
10 — 22
All Standard Pickups

HIGHWAY MPG

18

Expected range for most drivers 14 to 22 MPG

Your actual mileage will vary depending on how you drive and maintain your vehicle.

See the FREE Fuel Economy Guide at dealers or www.fueleconomy.gov

TOTAL MSRP	$ 3097

GOVERNMENT SAFETY RAT

Frontal Crash	Driver	★ ★ ½
	Passenger	★ ★ ½

Star ratings based on the risk of injury in a frontal impac

Case ID: 110

PE13-003 001173LCPV

- CRUISE CONTROL/TILT WHEEL
- OUTSIDE TEMP/COMPASS DSPLY

FUNCTIONAL

- 2-SPD TRANSFER CASE
- 4 PIN TRAILER WIRING
- AUXILIARY POWER POINT
- CARGO BOX TIE DOWN HOOKS
- EASY FUEL CAPLESS FILLER
- FAIL-SAFE COOLING SYSTEM
- SECURILOCK ANTI THEFT IGN

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

EPA Fuel Economy Estimates

CITY MPG

14

Expected range for most drivers 11 to 17 MPG

Estimated Annual Fuel Cost

$2,438

based on 15,000 miles at $2.60 per gallon

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This Vehicle

16

10 — 22

All Standard Pickups

HIGHWAY MPG

18

Expected range for most drivers 14 to 22 MPG

Your actual mileage will vary depending on how you drive and maintain your vehicle.

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SOLD TO 16A 051 McCafferty Ford Sales, Inc. 1939 East Lincoln Highway Langhorne PA 19047	ONE CA5R	DEALER NO. 16A 051	METHOD OF TRANSP. RAIL ITEM #: 16-6132
SHIP TO (IF OTHER THAN SOLD TO)	TWO	1FTMF1EW4AK[redacted]	
SHIP THROUGH	FINAL ASSEMBLY POINT KANSAS CITY	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above. A907 A 7BX X 055 002055 06 15 10	

Case ID: 110502087

EXTENDED SERVICE Ford Extended Service Plan is the only service contract backed by Ford and honored at all Ford and Lincoln Mercury Dealers. Ask your dealer for prices and additional details or see our website at www.ford-esp.com.

XLT CONVENIENCE PACKAGE	495.
.POWER ADJUSTABLE PEDALS	
.POWER SIGNAL HEATED MIRRORS	
.FOG LAMPS	
DRIVERS PACKAGE	225.
KEYLESS ENTRY KEY PAD	75.
TOTAL VEHICLE & OPTION	31000.
DESTINATION & DELIVERY	975.
TOTAL BEFORE DISCOUNTS	31975.
XLT SYNC AND TOW DISCO	500.
MODEL YEAR END DOUBLE	500.
TOTAL SAVINGS	1000
TOTAL MSRP	$ 30975.

GOVERNMENT SAFETY RATIN

Frontal Crash	Driver	★ ★ ★
	Passenger	★ ★ ★

Star ratings based on the risk of injury in a frontal impact. Frontal ratings should ONLY be compared to other vehicles similar size and weight.

Side Crash	Front seat	★ ★ ★
	Rear seat	Not Rated

Star ratings based on the risk of injury in a side impact.

Rollover ★ ★ ★

Star ratings based on the risk of rollover in a single vehicle

Star ratings range from 1 to 5 stars (★★★★★), with 5 being t

Source: National Highway Traffic Safety Administration (NHT

www.safercar.gov or call 888-327

CUSTOMER NAME : [redacted] SERIAL NO. : 1FTMF1EW4AK[redacted]

R.O NO. : 295415 R.O DATE : 02/11/2011 R.O TYPE : S
MILEAGE : 8738 ADVISOR NO. : 2542

JOB NUMBER : 1 OPERATION 01FOZSI OP. DESC. STATE INSPECTION
SALE TYPE : I TECHNICIAN NO(S). 2550
COMPLAINT : CUSTOMER REQUESTS PA STATE INSPECTION
CORRECTION : PERFORMED STATE INSPECTION

JOB NUMBER : 2 OPERATION 01FOZSE OP. DESC. EMISSION TEST
SALE TYPE : I TECHNICIAN NO(S). 2550
COMPLAINT : CUSTOMER REQUEST A PA STATE EMISSION TEST
CORRECTION : PERFORMED EMISSION TEST

JOB NUMBER : 3 OPERATION 01FOZ99P OP. DESC. MULTI-POINT
SALE TYPE : C TECHNICIAN NO(S). 2550
COMPLAINT : MULTI-POINT INSPECTION SPECIAL
CORRECTION : Perform Multi-Point Inspection All

JOB NUMBER : 4 OPERATION 05FOZGBK OP. DESC. GBK
SALE TYPE : C TECHNICIAN NO(S). 2099
COMPLAINT : BRAKE MEASURMENT
CORRECTION : Brake Condition Code Green Checked And OK

JOB NUMBER : 5 OPERATION 03FOZGBATT OP. DESC. GBATT
SALE TYPE : C TECHNICIAN NO(S). 2099
COMPLAINT : TEST BATTERY
CAUSE : COMPLETE BATTERY TEST
CORRECTION : Battery Condition Green All

JOB NUMBER : 6 OPERATION 07FOZGTIRE OP. DESC. GTIRE
SALE TYPE : C TECHNICIAN NO(S). 2099
COMPLAINT : CHECK TIRES
CORRECTION : Tire Condition Code Green Checked And OK

COMMENTS : CUST SAID STAN S WILL TAKE CARE OF S/E

R.O NO. : 289476 R.O DATE : 01/06/2011 R.O TYPE : S
MILEAGE : 7019 ADVISOR NO. : 2542

JOB NUMBER : 1 OPERATION 01FOZLOF OP. DESC. LUBE OIL & FILTER
SALE TYPE : C TECHNICIAN NO(S). 2574
COMPLAINT : CUSTOMER REQUESTS LUBE, OIL AND FILTER CHANGE
.....INCLUDES UP TO 5 QTS OF OIL.....
CAUSE : COMPLETE SERVICE
CORRECTION : Change Gas Engine Oil & Replace Oil Filter 4.6L 2V 09/10

Case ID: 11050237

JOB NUMBER : 2 OPERATION 01FOZ99P OP. DESC. MULTI-POINT
SALE TYPE : C TECHNICIAN NO(S). 2574
COMPLAINT : MULTI-POINT INSPECTION SPECIAL
CORRECTION : Perform Multi-Point Inspection All

JOB NUMBER : 3 OPERATION 05FOZGBK OP. DESC. GBK
SALE TYPE : C TECHNICIAN NO(S). 2099
COMPLAINT : BRAKE MEASURMENT
CORRECTION : Brake Condition Code Green Checked And OK

JOB NUMBER : 4 OPERATION 03FOZGBATT OP. DESC. GBATT
SALE TYPE : C TECHNICIAN NO(S). 2099
COMPLAINT : TEST BATTERY
CAUSE : COMPLETE BATTERY TEST
CORRECTION : Battery Condition Green All

JOB NUMBER : 5 OPERATION 07FOZGTIRE OP. DESC. GTIRE
SALE TYPE : C TECHNICIAN NO(S). 2099
COMPLAINT : CHECK TIRES
CORRECTION : Tire Condition Code Green Checked And OK

R.O NO. : 274698 R.O DATE : 10/11/2010 R.O TYPE : S
MILEAGE : 3015 ADVISOR NO. : 2542

JOB NUMBER : 1 OPERATION 02FOZ000 OP. DESC. ENGINE REPAIR
SALE TYPE : C TECHNICIAN NO(S). 2550
COMPLAINT : CUST STATES LAST THURSDAY WHEN COMING TO A STOP ENGINE STALLED 1x, WAS ABLE TO RESTART, CHECK FOR CODES AND ADVISE SAYS ALL DASH INDICATOR LIGHTS DID NOT COME ON WHEN ENGINE STALLED
CORRECTION : ROAD TEST OK EEC TEST NO CODES COULD NOT VERIFY ANY CONCERNS AT THIS TIME

JOB NUMBER : 2 OPERATION 01FOZ99P OP. DESC. MULTI-POINT
SALE TYPE : C TECHNICIAN NO(S). 2550
COMPLAINT : MULTI-POINT INSPECTION SPECIAL
CORRECTION : Perform multi-point inspection All

JOB NUMBER : 3 OPERATION 05FOZGBK OP. DESC. GBK
SALE TYPE : C TECHNICIAN NO(S). 2099
COMPLAINT : BRAKE MEASURMENT
CORRECTION : Brake Condition Code Green Checked And OK

JOB NUMBER : 4 OPERATION 03FOZGBATT OP. DESC. GBATT
SALE TYPE : C TECHNICIAN NO(S). 2099
COMPLAINT : TEST BATTERY

CAUSE : COMPLETE BATTERY TEST
CORRECTION : Battery Condition Green All

JOB NUMBER : 5 OPERATION 07FOZGTIRE OP. DESC. GTIRE
SALE TYPE : C TECHNICIAN NO(S). 2099
COMPLAINT : CHECK TIRES
CORRECTION : Tire Condition Code Green Checked And OK

COMMENTS : GY--WAIT

R.O NO. : 261801 R.O DATE : 07/30/2010 R.O TYPE : Q
MILEAGE : 3 ADVISOR NO. : 2866

JOB NUMBER : 1 OPERATION 50FOZ11 OP. DESC. DELIVERY-TRK/SUV/MIN
SALE TYPE : I TECHNICIAN NO(S). 2712
COMPLAINT : DELIVERY - TRUCK/SUV

R.O NO. : 230865 R.O DATE : 02/13/2010 R.O TYPE : S
MILEAGE : 3 ADVISOR NO. : 2130

JOB NUMBER : 1 OPERATION 40FOZ0 OP. DESC. FORD PDI
SALE TYPE : I TECHNICIAN NO(S). 2586
COMPLAINT : FORD PDI

JOB NUMBER : 2 OPERATION 01FOZSEX OP. DESC. EMISSION EXEMPT
SALE TYPE : I TECHNICIAN NO(S). 2586
COMPLAINT : EMISSION EXEMPTION
CORRECTION : PERFORMED EMISSION EXEMPTION

JOB NUMBER : 3 OPERATION 40FOZ0070 OP. DESC. BED LINER
SALE TYPE : I TECHNICIAN NO(S). 2586
COMPLAINT : INSTALL BED LINNER
CAUSE : LINNER
CORRECTION : INSTALL BED LINNER

JOB NUMBER : 4 OPERATION 40FOZ0075 OP. DESC. BUG SHIELD
SALE TYPE : I TECHNICIAN NO(S). 2586
COMPLAINT : INSTALL BUG SHIELD
CAUSE : BUG SHIELD
CORRECTION : INSTALL BUG SHIELD

R.O NO. : 230729 R.O DATE : 02/12/2010 R.O TYPE : Q
MILEAGE : 1 ADVISOR NO. : 2811

1939 East Lincoln Highway, Langhorne, PA 19047 215-945-8000 www.mccafferty.com

CELL: 215-740-399

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
281333	GERRY YOUNG 2542	1338	03/29/11	FOCS304231
[redacted]	LABOR RATE [redacted]	MILEAGE 10,518	COLOR PUEBLO GLD	STOCK NO. FL22233
BENSALEM, PA [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/F-150 SERIES/REG CAB 4		DELIVERY DATE 07/29/10	DELIVERY MILES 21
[redacted]	VEHICLE I.D. NO. 1 F T M F 1 E W 4 A K [redacted]		SELLING DEALER NO. 10	PRODUCTION DATE 01/28/10
	F.T.E. NO	P.O. NO.	R.O. DATE 03/29/11	
	BUSINESS PHONE	COMMENTS E# 02		MO: 10523

JOB# 1 CHARGES

LABOR

J# 1 02F0Z000 ENGINE REPAIR TECH(S):2539 0.00

CUST STATES ENGINE STALLED WHILE DRIVING
HAPPENED 4x. SAYS IT HAPPENS WHEN COMING TO A STOP
AND STEADY DRIVING
DOES NOT MATTER IF ON COLD START OR FULLY WARMED UP
HAPPENED AROUND 25 MPH, SHIFTED TO NEUTRAL THEN
RESTARTED ENGINE. NO DASH INDICATORS CAME ON
ROAD TEST. COULD NOT DUPLICATE CONCERN. SELF-TEST PCM. ALL
PASS. MONITOR PIDS ON ROAD TEST. NO FAULTS INDICATED.
MONITOR TCC PIDS TO SEE IF POSSIBLE TORQUE CONV CLUTCH
STAYING ENGAGED. TC SLIP ABOVE 20 RPM ON ACCEL AND CRUISE
WITH TCC AT 0 DUTY CYCLE. AT 0-60 RPM ON DECEL. NORMAL.
CONTACT HOTLINE. NO KNOWN CONCERNS. NO PROBLEM FOUND AT THIS
TIME.

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 01F0Z99P MULTI-POINT TECH(S):2539 0.00

MULTI-POINT INSPECTION SPECIAL
Perform Multi-Point Inspection All

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3+03F0ZGBATT GBATT TECH(S):2099 0.00

TEST BATTERY
COMPLETE BATTERY TEST
Battery Condition Green All

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4+07F0ZGTIRE GTIRE TECH(S):2099 0.00

CHECK TIRES
Tire Condition Code Green Checked And OK

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

DISCLAIMER OF WARRANTIES

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IMPORTANT
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McCAFFERTY AUTO GROUP
Phone: 215-945-8000
www.mccafferty.com
THANK YOU!

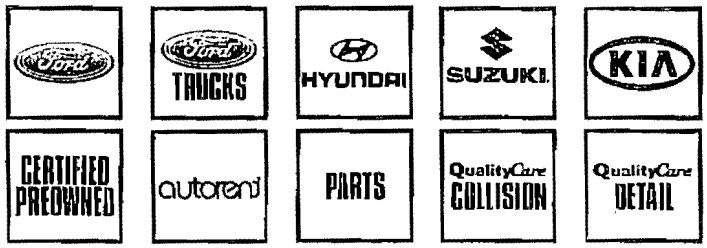
Make your next service appointment on-line at www.mccafferty.com

 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 12:03pm

Thank You, We Appreciate Your Business!

PE13-003 001178LCPV

McCafferty LANGHORNE·PA SINCE 1954



1939 East Lincoln Highway, Langhorne, PA 19047 215-945-8000 www.mccafferty.com

CELL: 215-740-399

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
281333	GERRY YOUNG 2542	1338	03/29/11	FOCS304231
[redacted]	LABOR RATE [redacted]	MILEAGE 10,518	COLOR PUEBLO GLD	STOCK NO. FL22233
BENSALEM, PA [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/F-150 SERIES/REG CAB 4		DELIVERY DATE 07/29/10	DELIVERY MILES 21
	VEHICLE I.D NO. 1 F T M F 1 E W 4 A K [redacted]		SELLING DEALER NO. 10	PRODUCTION DATE 01/28/10
[redacted] BUSINESS PHONE	F.T.E. NO.	P.O. NO.	R.O. DATE 03/29/11	
	COMMENTS E# 02			MO: 10523

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)
COMMENTS----------
GY---WAIT
DELETED OPERATION(S)----------
05FOZGBK GBK

TOTALS----------

****
* *
* [ ] CASH [ ] CHECK CK NO. [ ] *
* *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* *
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *
* *
****

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

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McCAFFERTY AUTO GROUP
Phone: 215-945-8000
www.mccafferty.com
THANK YOU!

Make your next service appointment on-line at www.mccafferty.com

 CUSTOMER COPY [END OF INVOICE] 12:03pm

Thank You, We Appreciate Your Business!

McCafferty LANGHORNE·PA SINCE 1954

TRUCKS | HYUNDAI | SUZUKI | KIA | CERTIFIED PREOWNED | autorent | PARTS | QualityCare COLLISION | QualityCare DETAIL

1939 East Lincoln Highway, Langhorne, PA 19047 215-945-8000 www.mccafferty.com

CELL: 215-740-399

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
281333	GERRY YOUNG 2542	1446	04/06/11	FOCS305879

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
	[redacted]	11,003	PUEBLO GLD	FL22233

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/F-150 SERIES/REG CAB 4	07/29/10	21

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F T M F 1 E W 4 A K [redacted]	10	01/28/10

F.T.E. NO.	P.O. NO.	R.O. DATE
		04/06/11

[redacted]

BENSALEM, PA [redacted]

[redacted] BUSINESS PHONE

COMMENTS: E# 02 MO: 11012

JOB# 1 CHARGES

LABOR

J# 1 02FOZ000 ENGINE REPAIR TECH(S):2539 0.00

CUST STATES ENGINE STALLED WHEN DRVING ABOUT 25 MPH
HAPPENED THIS MORNING ABOUT AN HOUR AGO SAYS ENGINE
FULLY WARMED UP WAS SLOEING DOWN WHEN ENGINE SHUT OFF
-
ROADTESTED. UNABLE TO DUPLICATE CONCERN. CONTACTED HOTLINE.
CHECKED CANISTER PERGE VALVE PER TSB 11-1-5. NO FUEL IN
CANISTER.
NO CODES STORED IN ON-BOARD COMPUTER.
RECOMMEDN VEHICLE DATA RECORDER. CUST TO RETURN
TO HAVE IT INSTALLED TO CAPTURE EVENT.

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 01FOZ99P MULTI-POINT TECH(S):2539 0.00

MULTI-POINT INSPECTION SPECIAL
Perform Multi-Point Inspection All

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3+05FOZGBK GBK TECH(S):2099 0.00

BRAKE MEASURMENT
Brake Condition Code Green Checked And OK

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4+03FOZGBATT GBATT TECH(S):2099 0.00

TEST BATTERY
COMPLETE BATTERY TEST
Battery Condition Green All

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES

LABOR

J# 5+07FOZGTIRE GTIRE TECH(S):2099 0.00

CHECK TIRES
Tire Condition Code Green Checked And OK

DISCLAIMER OF WARRANTIES

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THANK YOU!

Make your next service appointment on-line at www.mccafferty.com

 [CONTINUED ON NEXT PAGE] 11:50am

Thank You, We Appreciate Your Business!

McCafferty LANGHORNE·PA SINCE 1954

TRUCKS | HYUNDAI | SUZUKI | KIA | CERTIFIED PREOWNED | autorent | PARTS | QualityCare COLLISION | QualityCare DETAIL

1939 East Lincoln Highway, Langhorne, PA 19047 215-945-8000 www.mccafferty.com

CELL: 215-740-399

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
281333	GERRY YOUNG 2542	1446	04/06/11	FOCS305879

	LABOR RATE	MILEAGE	COLOR	STOCK NO.
[redacted]	[redacted]	11,003	PUEBLO GLD	FL22233

	YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
BENSALEM, PA [redacted]	10/FORD TRUCK/F-150 SERIES/REG CAB 4	07/29/10	21

	VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
[redacted]	1 F T M F 1 E W 4 A K [redacted]	10	01/28/10

	F.T.E. NO.	P.O. NO.	R.O. DATE
			04/06/11

BUSINESS PHONE	COMMENTS
	E# 02

MO: 11012

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)
COMMENTS----------
GY--WAIT

TOTALS----------

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *
****

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

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McCAFFERTY AUTO GROUP
Phone: 215-945-8000
www.mccafferty.com
THANK YOU!

Make your next service appointment on-line at www.mccafferty.com

Reynolds and Reynolds ERAINTINVE CC057320 G (06/05)

 CUSTOMER COPY [END OF INVOICE] 11:50am

Thank You, We Appreciate Your Business!

Case ID: 11050237

PE13-003 001181LCPV

Dear Sir:

Please be advised I have told Jerry Young, the assistant service manager, several times this vehicle is unsafe, he has agreed with me, total power is lost and it shuts down while riding down the road. No power steering, no power brakes.

Thank You

[redacted]

4/08/11

Case ID: 11050237

[redacted]

[redacted]

CT Corporation

Service of Process Transmittal

12/27/2010
CT Log Number 517794293

TO: Chris Dzbanski, c/o Mary Rihani
Ford Motor Company
Xerox Corporation, One American Road
Parklane Towers West, 3 Parklane Blvd, STE 840
Dearborn, MI 48126

RE: **Process Served in Michigan**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] Jr., Pltf. vs. Ford Motor Company, etc. and Imlay City Ford, Inc., etc., Dfts.
DOCUMENT(S) SERVED:	Summons and Return of Service Form, Complaint and Jury Demand, Exhibit(s), Labels
COURT/AGENCY:	3rd Circuit Court, Wayne County, MI Case # 10014796NZ
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - A variety of engine defects - Pertaining to a 2010 Ford Flex, VIN 2FMGK5CC9AB[redacted] - Seeking a Declaratory Judgment and Revocation of Acceptance
ON WHOM PROCESS WAS SERVED:	The Corporation Company, Bingham Farms, MI
DATE AND HOUR OF SERVICE:	By Certified Mail on 12/27/2010 postmarked on 12/22/2010
APPEARANCE OR ANSWER DUE:	Within 28 days
ATTORNEY(S) / SENDER(S):	Troy T. Gorman Gorman Law Group, P.C. 104 W. Fourth Street, Suite 300 Royal Oak, MI 48067-3808 248-544-8000
REMARKS:	Please note: Pursuant to local court rules, court labels provided must accompany all case matter, the labels have been received, however will not be imaged.
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 790239878252 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	The Corporation Company
PER:	Stephanie Hendrickson
ADDRESS:	30600 Telegraph Road Suite 2345 Bingham Farms, MI 48025-5720
TELEPHONE:	248-646-9033

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STATE OF MICHIGAN
THIRD CIRCUIT COURT

SUMMONS AND RETURN OF SERVICE

CASE NO.

COURT
ADDRESS: 2 WOODWARD AVENUE, DETROIT, MICHIGAN 48226

COURT
TELEPHONE NO. (313) 224-

THIS CASE ASSIGNED TO JUDGE: Daphne Means Curtis Bar No. 26255

PLAINTIFF		DEFENDANT
[illegible] LAWRENCE F. [illegible]	vs	FORD MOTOR COMPANY

PLAINTIFF'S ATTORNEY

[illegible]
[illegible]
[illegible] Ste 400
[illegible] MI 48007-[illegible]
[illegible]

CASE FILING FEE		JURY FEE
Paid		Paid
ISSUED	**THIS SUMMONS EXPIRES**	**DEPUTY COUNTY CLERK**
[illegible]	03/21/2011	Felicia Reid

*This summons is invalid unless served on or before its expiration date. Cathy M. Garrett – Wayne County Clerk

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

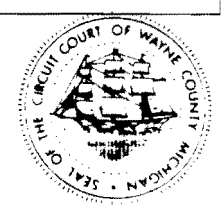
☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The docket number and assigned judge of the civil/domestic relations action are:

Docket no.	Judge	Bar no.

The action ☐ remains ☐ is no longer pending.

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.



Date _____ Signature of attorney/plaintiff _____

COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE.

If you require special accommodations to use the court because of disabilities, please contact the court immediately to make arrangement.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

LAURENCE F. SCHEHR, JR.,

Plaintiff,

v

Case No.: NZ
HON.

FORD MOTOR COMPANY, a Delaware Corporation,
and **IMLAY CITY FORD, INC.**, a Michigan Corporation,
Jointly and Severally,

Defendants.

_____/

GORMAN LAW GROUP, P.C.
TROY T. GORMAN P-59185
Attorney for Plaintiff
104 W. Fourth Street, Suite 300
Royal Oak, MI 48067
(248) 544-8000

_____/

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

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, GORMAN LAW GROUP, P.C., who complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of Macomb, Macomb County, Michigan.

2. Defendant, Ford Motor Company (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Ford Motor vehicles and related equipment, with its registered office in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Imlay City Ford, Inc. (hereinafter referred to as "Seller"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in Imlay City, Lapeer County, Michigan.

4. On or about June 10, 2010, Plaintiff purchased a new 2010 Ford Flex, VIN 2FMGK5CC9ABB22248 (hereinafter referred to as "2010 Flex"), from the Seller which was manufactured by the Manufacturer (see copy of the Retail Installment Contract attached as Exhibit A).

5. Along with the sale of the 2010 Flex Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (Defendants are in possession of a copy of the written warranty).

6. Plaintiff has taken the 2010 Flex to the Manufacturer's authorized agents/dealers, including Seller, on at least four (4) separate occasions and has been out of service for repairs in excess of 30 days during the first year of ownership (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2010 Flex include the following:

Date	Mileage	Invoice#	Complaint & (Diagnosis)
07/27/10	3,162	356840	**ENGINE DEFECT:** Engine stutters and losses power, stalled at a cruise and at stops, restarts ok. **At least 2 days out of service**
08/06/10	3,395	54948	**ENGINE DEFECTS:** Engine stalls and stutters at times has happened 4 times in 3 weeks (Verify concern. Found drive light flashing on shifter. Spoke to FSE Tom Shire. Told to replace trans range sensor. Necessary to remove front trans pan, remove valve body assembly, replace tr sensor. Reassemble and fill with fluid road test ok. Automatic transmission sensor – trans range). **At least 15 days out of service.**
08/31/10	3,986	55922	**ENGINE DEFECT:** Vehicle randomly stalls at times shudders and wants to stall (Tom Scheur, John from engineering, test drove, check and monitored pids. Unable to verify concern. Installed engineering flight recorder advise customer on flight recorder. Rec customer to drive and document concerns). **At least 3 days out of service.**
11/03/10	7,238	58329	**ENGINE DEFECT:** Tried to accelerate onto a main road. Engine hesitated, no response and then jerked and took off. (See previous history. Test drove numerous times ran for codes, unable to verify, documented for customer). **At least 15 days out of service.**

Plaintiff's vehicle has been out of service for at least 35 days in the first year of ownership.

7. This cause of action arises out of Defendants' misrepresentations, various breaches of warranties, violations of statutes and breaches of covenants of good faith and fair dealing as hereinafter alleged.

8. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS

($25,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants, together with equitable relief. In addition, Plaintiff seeks damages from Defendants for incidental, consequential, exemplary and actual damages including interest, costs, and actual attorneys' fees.

COUNT I
VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;
MCL 257.1401 ET SEQ; MSA 9.2705

9. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.

10. Plaintiff is a "consumer" under the Michigan New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), MCL 257.1401(a).

11. Manufacturer, is a "manufacturer" under the Lemon Law, MCL 257.1401(d).

12. The 2010 Flex is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

13. The 2010 Flex is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

14. The express warranty given by Manufacturer, covering the 2010 Flex is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

15. The Seller is a "new motor vehicle dealer" under the Lemon Law, MCLA 257.1401(h).

16. Plaintiff's 2010 Flex has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers, within 2 years of the date of the first attempt to repair the defect or condition; and/or

(b) Said vehicle was out of service for 30 or more days within the time limit of the Manufacturer's express warranty and within one year from the date of delivery to Plaintiff.

17. After notifying Manufacturer of the aforementioned defects following the third repair attempt and/or 25 days in a repair facility, the Manufacturer was allowed a final repair attempt.

18. Manufacturer's attempted repair was unsuccessful as the 2010 Flex continues to manifest the aforementioned defects.

19. The aforementioned defects substantially impair the use or value of 2010 Flex to the Plaintiff and/or prevent the 2010 Flex from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2010 Flex with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the purchase price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable allowance for Plaintiff's use of the vehicle. In addition, pursuant to MCL 257.1403(4), the Manufacturer must pay off the balance on the retail installment contract unless consumer accepts a vehicle of comparable value.

C. Pursuant to MCL 257.1407, Plaintiff is entitled to a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended by Plaintiff's attorney in commencement and prosecution of this action.

D. Incidental and consequential damages.

E. For prejudgment interest.

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F. For such other and further relief as may be justified in this action.

COUNT II
BREACH OF CONTRACT

20. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 19 as though herein fully restated and realleged.

21. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2010 Flex to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

22. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2010 Flex created a contractual relationship between the Manufacturer/Seller and Plaintiff.

23. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

WHEREFORE, Plaintiff prays for judgment against all Defendants:

A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2010 Flex;

B. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

C. For incidental, consequential, exemplary and actual damages;

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

E. For costs and expenses, interest, and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT III
VIOLATION OF THE MOTOR VEHICLE SERVICE AND REPAIR ACT
MCLA 257.1301, ET SEQ.

24. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 23 as though fully restated and realleged.

25. The Seller is a "motor vehicle repair facility" as defined by MCLA 257.1302(g)

26. The Seller is subject to the Motor Vehicle Service And Repair Act, MCLA 257.1301, et seq.

27. The Seller has engaged or attempted to engage in methods, acts, or practices which were unfair or deceptive under said Act and/or the rules in effect during the relevant time period herein pursuant to MCLA 257.1307, 257.1334, 157,1335, 257.1336, and 257.1337; and Michigan Administrative Rules 257.131 through 257.137 including, but not limited to:

(a) Failing to reveal material facts, the omission of which tends to mislead or deceive the Plaintiff and which facts could not reasonably be known by Plaintiff;

(b) Allowing Plaintiff to sign an acknowledgment, certificate or other writing which affirms acceptance, delivery, compliance with a requirement of law, or other performance, when the Seller, knows or had reason to know that the statement is not true;

(c) Failing to promptly restore to the Plaintiff entitled thereto any deposit, down payment, or other payment when a contract is rescinded, canceled, or otherwise terminated in accordance with the terms of the contract or the Act;

(d) Failing upon return of the 2010 Flex to the Plaintiff to give a written statement of repairs to the Plaintiff which discloses:

(i) Repairs or services performed, including a detailed identification of all parts that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and

(ii) A certification that authorized repairs were completely proper or a detailed explanation of an inability to complete repairs properly, to be signed by the owner of the facility or by a person designated by the owner to represent the facility and showing the name of the mechanic who performed the diagnosis and the repair.

28. As a result of the Seller's actions Plaintiff has suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys' fees as provided in the Motor Vehicle Service and Repair Act, specifically MCLA 257.1336.

WHEREFORE, Plaintiff prays for a judgment against the Seller in an amount to be determined by the trier of fact, but to exceed TWENTY FIVE THOUSAND DOLLARS ($25,000.00), plus double damages and costs and reasonable attorneys' fees, and for such other and further relief as the Court deems appropriate.

COUNT IV
VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT
MCLA 445.901 ET SEQ; MSA 19.418(1) ET SEQ.

29. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 28 as though herein fully restated and realleged.

30. Plaintiff is a "person" within the meaning of MCLA 445.902(c); MSA 19.418(2)(c).

31. Manufacturer and Seller are engaged in "trade or commerce" as defined in MCLA 445.902(d).

32. The Manufacturer and Seller have engaged in unlawful, unfair, unconscionable, or deceptive methods, acts or practices, including but not limited to:

(a) The Manufacturer and Seller represented to Plaintiff the 2010 Flex and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Seller represented to Plaintiff the 2010 Flex and the warranty thereof were of a particular quality and standard and they were not.

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 2010 Flex, the Manufacturer and Seller have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Seller have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2010 Flex.

(e) The Manufacturer and Seller have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2010 Flex and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Seller have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2010 Flex to be other than they actually were.

(g) The Manufacturer and Seller have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the represented or suggested service to the 2010 Flex to be other than it actually was.

(h) The Manufacturer and Seller have failed to provide the promised benefits to

Plaintiff with regard to the sale of the 2010 Flex to Plaintiff.

(i) The Manufacturer and Seller have failed to disclaim or limit the implied warranty of merchantability and fitness for use in a clear and conspicuous manner.

(j) The Manufacturer and Seller have failed to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

33. The Plaintiff has suffered loss and damages as a result of the aforesaid violations of the Consumer Protection Act.

WHEREFORE, Plaintiff prays this Court enter a declaratory judgment as to the violations of the Michigan Consumer Protection Act and for judgment against Manufacturer and Seller for all damages Plaintiff has incurred, including reasonable attorneys' fees as provided by statute, together with interest, costs and expenses of this suit, and such other relief as this Court deems appropriate and equitable.

COUNT V
BREACH OF WRITTEN WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

34. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 33 as though herein fully restated and realleged.

35. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

36. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

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37. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

38. The 2010 Flex is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

39. The 2010 Flex was manufactured, sold and purchased after July 4, 1975.

40. The express warranty given by the Manufacturer pertaining to the 2010 Flex is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

41. The Seller is an authorized dealership/agent of the manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

42. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2010 Flex;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

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COUNT VI
REVOCATION OF ACCEPTANCE

43. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 42 as though herein fully restated and realleged.

44. Plaintiff accepted the 2010 Flex without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

45. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

46. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

47. The nonconformities substantially impaired the value of the 2010 Flex to the Plaintiff.

48. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2010 Flex and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter).

49. Manufacturer and Seller have nevertheless refused to accept return of the 2010 Flex and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2010 Flex;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. Costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT VII
BREACH OF IMPLIED WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

50. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 49 as though herein fully stated and realleged.

51. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2010 Flex;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT VIII
BREACH OF EXPRESS WARRANTY

52. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 51 as though herein fully restated and realleged.

53. Plaintiff is a "buyer" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

54. Manufacturer and Seller are "sellers" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

55. The 2010 Flex constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

56. This is a "transaction in goods", to which MCLA 440.2102; MSA 19.2105 is applicable.

57. Plaintiff's purchase of the 2010 Flex was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the vehicle.

58. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2010 Flex free of charge to Plaintiff under specific terms as stated in the express warranty.

59. In fact, Plaintiff discovered the 2010 Flex had defects and problems after Plaintiff purchased the vehicle as discussed above.

60. Plaintiff notified Manufacturer and Seller of the aforementioned defects.

61. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to

repair or replace the 2010 Flex.

62. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

63. The Manufacturer and Seller have failed to adequately repair the 2010 Flex and/or have not repaired the 2010 Flex in a timely fashion, and the 2010 Flex remains in a defective condition.

64. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2010 Flex's defects have rendered the limited warranty ineffective to the extent the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

65. The 2010 Flex continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

66. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2010 Flex.

67. The Manufacturer and Seller induced Plaintiff's acceptance of the 2010 Flex by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

68. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2010 Flex and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

GORMAN LAW GROUP, P.C.

69. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2010 Flex was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

70. The Manufacturer and Seller have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to MCLA 440.2313; MSA 19.2313 and MCLA 440.2711, 440.2714 and 440.2715; MSA 19.2711, 19.2714 and 19.2715.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2010 Flex;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For incidental, consequential and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. For such other relief this Court deems appropriate.

COUNT IX
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

71. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 70 as though herein fully restated and realleged.

72. The Manufacturer and Seller are "merchants" with respect to automobiles under the

Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.

73. The 2010 Flex was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Seller to the benefit of Plaintiff.

74. The 2010 Flex was not fit for the ordinary purpose for which such goods are used.

75. The defects and problems hereinbefore described rendered the 2010 Flex unmerchantable.

76. The Manufacturer and Seller failed to adequately remedy the defects in the 2010 Flex; and the 2010 Flex continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;

B. For damages occasioned by the breach of the implied warranty;

C. For a refund of the purchase price paid by Plaintiff for the 2010 Flex;

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

E. For consequential, incidental and actual damages;

F. Costs, interest and actual attorneys' fees; and

G. Such other relief this Court deems appropriate.

JURY DEMAND

GORMAN LAW GROUP, P.C.

PE13-003 001202LCPV

Plaintiff demands trial by jury on all issues triable as such.

Respectfully submitted,

GORMAN LAW GROUP, P.C.

By: _____

TROY T. GORMAN P-59185
Attorney for Plaintiff
104 W. Fourth Street, Suite 300
Royal Oak, MI 48067
(248) 544-8000

Dated: December 10, 2010

GORMAN LAW GROUP, P.C.

EXHIBIT A

EXHIBIT A

[redacted]

[redacted]Y, MI 48444-9611
(810) 724-5900
FAX (810) 724-0779

☒ NEW ☐ USED	YEAR 2010	MAKE FORD	BODY STYLE 4DR CROSS	COLOR BLUE

VEHICLE IDENTIFICATION NUMBER 2FMGK5CC9ABB22248	ENGINE NO.	ODOMETER 43
TRIM	STOCK NO. 1432	WEIGHT/FEE CAT.
TO BE DELIVERED NO LATER THAN		

THIS VEHICLE WILL BE USED AS: ☐ POLICE VEH. ☐ TAXI ☐ SALVAGE ☒ DRIVER ED. VEH. ☐ GOV'T VEH.

THIS VEHICLE HAS BEEN USED AS: ☐ POLICE VEH. ☐ TAXI ☐ SALVAGE ☐ DRIVER ED. VEH. ☐ GOV'T VEH.

PRICE OF VEHICLE	31,622.97
ACCESSORIES AND/OR EQUIPMENT	
SUB-TOTAL	31,622.97

TRADE-IN VEHICLE

YEAR	MAKE	BODY STYLE	COLOR
VEHICLE IDENTIFICATION NO.		APPRAISED BY	APPRAISAL $
CURRENT ODOMETER READING	BALANCE OWED TO		BALANCE OWED $

THIS VEHICLE HAS BEEN USED AS: ☐ POLICE VEH. ☐ TAXI ☐ SALVAGE ☐ DRIVER ED. VEH. ☐ GOV'T VEH.

USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

CUIA DADA PONDERADOS DE VEHICULO DE USADOS LA INFORMACIÓN QUE

[redacted] JR. 06, [redacted]

47856 STEPHANIE DR

CITY MACOMB	STATE MI	ZIP 48044
RES. PHONE (586) 263-3717	BUS. PHONE	COUNTY OF RESIDENCE MACOMB
DRIVERS LICENSE NO. S600 488 261 716	STATE MI	BIRTHDATE 09/15/[illegible]
INSURANCE COMPANY CITIZENS INS		AGENT/PHONE NO (586) 774-6400
POLICY NO. / BINDER NO. A6B3567911		SALESPERSON DAVID LIGHTFOOT
EMAIL ADDRESS		

SUB-TOTAL BROUGHT FORWARD	$31,622.97
SUB-TOTAL	31,622.97
1. PRICE OF VEHICLE (INCLUDING FREIGHT & ACCESSORIES)	$31,622.97
2. OTHER TAXABLE CHARGES (Documentary Fee / Service Fee)	99.00
3. TOTAL TAXABLE PRICE	31,697.97
4. a) SALES TAX	1,901.3[illegible]
b) LICENSE FEE	8.00
c) TITLE FEE	15.00
5. LABOR OR OTHER NON-TAX CHARGES	N/A
6. TOTAL DELIVERED PRICE	33,548.2[illegible]
7. CASH ON DEPOSIT (RECEIPT NO. _____)	N/A
8. CASH DUE ON DELIVERY	5,000.0[illegible]

THORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF [illegible]

'urchaser is buying the Vehicle in a credit sale transaction with Dealer evidenced by a signed retail installment sale contract. this Agreement [illegible] binding when the retail installment sale contract is signed, but will not remain binding if a third party finance source does not agree to purchase [illegible] retail installment sale contract executed by Purchaser and Dealer based on this Agreement. See paragraph 13 on the other side of this [illegible]reement. YOU, THE PURCHASER, MAY CANCEL THIS AGREEMENT AND RECEIVE A FULL REFUND ANY TIME BEFORE A THIRD PARTY FINANCE [illegible]URCE AGREES TO PURCHASE THE RETAIL INSTALLMENT SALE CONTRACT BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER.

PURCHASER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE.

RCHASER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

RCHASER SIGNS X _____ DATE JUN 10TH 2010

NAGER'S APPROVAL _____ (Must Be Accepted By An Authorized Representative [illegible])

-PURCHASER SIGNS X _____ DATE _____

FORM NO. 80-MI-CUST. [illegible]

EXHIBIT B

EXHIBIT B

Service Work Order

BlueOval Certified

HUNTINGTON FORD

2890 S. Rochester Road
ROCHESTER HILLS, MICH. 48307
Phone (248) 852-0400
Facsimile (248) 852-1669
www.huntingtonford.com

FORD

State Registration No
F103686

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
01FOZ5000P	5,000 MILE SERVICE	MI					

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION

SALESPERSON NO.

S E R V I C E

STATE REG# F-103686

TERMS: CASH ☐ CREDIT CARD ☐ CHECK (PRIOR APPROVAL) ☐ OTHER ☐

VEHICLE I.D. NO.: 2FMGK5CC9ABB22248
YEAR/MAKE/MODEL: 10/FORD TRUCK/FLEX/4DR FWD SEL
PRODUCTION DATE | STOCK NO. | LICENSE NO. | R.O. NO.: 356840

AMANDA SCHEHR
47858 STEPHANIE DR
MACOMB TOWNSHIP, MI 48044-4838

CUSTOMER NO.: 131025 | SERVICE CONTRACT | DELIVERY DATE | DELIVERY MILES | SELLING DEALER NO. | R.O. DATE: 07/27/10

COLOR: BLUE/ | CONTRACT NO. | EXPIRATION DATE | EXPIRATION MILES | TAG NO.: 8583

CALL WHEN READY ☐ YES ☐ NO

TURBO	MAKE	AIR COND.	P.S.	TRANS	MILEAGE	ADVISOR NO.	ADVISOR
N	FOZZ	Y	Y	A	3,162	9452	MATTHEW R. WEYERS

SAVE REMOVED PARTS FOR CUSTOMER ☐ YES ☐ NO

RESIDENCE PHONE: 586-263-3717
BUSINESS PHONE: 586-612-5992

TIME RECEIVED: 03:40pm | DATE/TIME PROMISED: 07/28/10 01:36pm | PRIORITY: 3

APPOINTMENT ☐ YES ☒ NO

LABOR RATE

CELL: 586-612-7900

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control, or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. I understand that pursuant to said express mechanic's lien, I have no right of possession to the above vehicle until the repairs thereto have been paid in full or until you and/or your employees have voluntarily released the vehicle to me.

X _____ CUSTOMER SIGNATURE

JOE

ORIGINAL CUSTOMER ESTIMATE: PARTS 0.00 LABOR 36.00 TOTAL 36.00

X _____

COMMENTS :
586 612 5992

1 **W** 04FOZ ***ENGINE PERFORMANCE***
DOD ENGINE SPUTTERS AND LOSES POWER, STALLED AT A CRUISE AND AT STOPS, RESTARTS OK

2 **C** 18FOZZ1P ****LUBE OIL & FILTER***
PERFORM LUBE, OIL AND FILTER. RESET LOF REMINDER LIGHT. INSTALL LOF REMINDER STICKER.

3 **C** 18FOZZ99P ***QL REPORT CARD***
PERFORM MULTI-POINT INSPECTION

ORIGINAL ESTIMATE			TOTAL HOURS
PARTS	LABOR	TOTAL	

AUTHORIZED ADDITIONS			HOURS
PARTS	LABOR	TOTAL	

DATE	TIME	DV

IDENTIFICATION

Reusable and Reusable ERM1 PMC44E DOM3286 Q (07/01)

CUSTOMER COPY

356840

Imlay City Ford

1788 South Cedar
IMLAY CITY, MI 48444
PHONE (810) 724-5900 • FAX (810) 724-1401

QualityCare at your service

P & A CODE: 02672
DEALER REGISTRATION NO. F-137058

WE ACCEPT

SERVICE HOURS.
7:30 AM - 8:00 PM
MONDAY & THURSDAY
7:30 AM - 6:00 PM
TUES. - WED. - FRI.
8:00 AM - 3:00 PM SAT.

REPAIR HOURS BASED ON A LABOR TIME GUIDE AND MAY NOT REFLECT ACTUAL HOURS WORKED.

SHOP SUPPLIES: 10% OF THE LABOR CHARGE MAX. $25.00 FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, HAZARDOUS WASTE DISPOSAL, ETC.

CERTIFICATION
ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT. (P.A. 300)

ALL PARTS NEW UNLESS OTHERWISE INDICATED.

Adv: 202 REED GORDON	Tag: 4401	License: 2	2FMGK5C89 ABB22248	Page: 1	Invoice: W54948

Estimate	Delivery/Owner Information
SCHEHR JR, LAURENCE FRANK 47858 STEPHANIE DR MACOMB, MI 48044 MACOMB Home: (586) 263-3717	SCHEHR JR, LAURENCE FRANK 47858 STEPHANIE DR MACOMB, MI 48044 MACOMB Home: (586) 263-3717

For Office Use	Vehicle Information
Odometer In: 3385 Out:	Dist: 1FA WAR C E W 1 Quote 10 FORD FLEX SEL FWD 4DR CROSS

8.23.10 WAS CLOSED

Stock#: 00001431

Begin: 08/06/10 Done: 08/20/10 Invoiced: 08/31/10 08:51 RG

*** R.O. not Complete ***

		Operation	Units	Amount
Concern 24	CUSTOMER STATES ENGINE STALLS AND STUTTERS AT TIMES HAS HAPPEN 4 TIMES IN 3 WEEKS			
Correction	VERIFY CONCERN. FOUND DRIVE LIGHT FLASHING ON SHIFTER. SPOKE TO FSE TOM SHIRE. TOLD TO REPLACE TRANS RANGE SENSOR. NEC TO REMOVE FRONT TRANS PAN, REMOVE VALVE BODY ASSEMBLY, REPLACE TR SENSOR. REASSEMBLE AND FILL WITH FLUID ROAD TEST OK.	DIAG	0.0	
24 - 1	AUTOMATIC TRANSMISSION SENSOR-TRANS RANGE (TR SENSOR) - REPLACE	7247A	2.4	

Parts

Part Number		PO#	Note	Description	Qty	List	Sell
FMC 9E93	7H557 B			SENSOR ASY	1		
FMC YT	10 QLVC			OIL - AUTOMATIC TRAN	6		

Tech 106 WHELAN, RAYMOND Cert#: M215750
CONCERN : D21 COND CODE : 42
FP- 9E9Z7H557B

TOTAL CHARGE FOR CONCERN 0.00

Summary of Charges for Invoice W54948 | Payment Distribution for Invoice W54948

Estimate 35.00

If you have any questions - please see REED GORDON

Last Page

LIMITED WARRANTY
We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

REPAIR HAS BEEN INSPECTED AND COMPLETED PROPERLY
DEALER INITIAL _____
I WAIVE MY RIGHT TO INSPECT USED PARTS. REPAIR FACILITY OR DEALER MAY DISCARD
CUSTOMER INITIAL _____

REPLACED PARTS ☐ YES
REQUESTED BY CUSTOMER ☐ NO

X

Thank You

DCS02004

ACCOUNTING

Imlay City Ford

1788 South Cedar
IMLAY CITY, MI 48444
PHONE (810) 724-5900 • FAX (810) 724-1401

QualityCare at your service

P & A CODE: 02872
DEALER REGISTRATION NO. F-137058

WE ACCEPT

SERVICE HOURS:
7:30 AM - 8:00 PM MONDAY & THURSDAY
7:30 AM - 6:00 PM TUES. - WED. - FRI.
8:00 AM - 3:00 PM SAT.

REPAIR HOURS BASED ON A LABOR TIME GUIDE AND MAY NOT REFLECT ACTUAL HOURS WORKED.

SHOP SUPPLIES: 10% OF THE LABOR CHARGE MAX. $25.00 FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, HAZARDOUS WASTE DISPOSAL, ETC.

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ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT. (P.A. 300)

ALL PARTS NEW UNLESS OTHERWISE INDICATED.

Adv: 202 REED GORDON	Tag: 5933	License: 2	2FMGK5CC9 ABB22248	Page: 1	Invoice: W55922

Invoice to	Driver/Owner Information
SCHEHR JR, LAURENCE FRANK 47858 STEPHANIE DR MACOMB, MI 48044 MACOMB Home: (586) 263-3717	SCHEHR JR, LAURENCE FRANK 47858 STEPHANIE DR MACOMB, MI 48044 MACOMB Home: (586) 263-3717

For Office Use		Vehicle Information
Odometer In: 3986 Out:	List: 1FA WAR C E W Prelim	10 FORD FLEX SEL FWD 4DR CROSS
		Stock#: 00001431
Begin: 08/31/10	Done: 09/02/10	Invoiced: 09/02/10 15:46 RG

Customer Concern

		Operation	Units	Amount
Concern 24 Correction Type: W	CUSTOMER STATES VEHICLE RAQNDOMLY STALLS AT TIMES SHUDDERS AND WANTS TOM SCHEUR, JOHN FROM ENGINEERING, TEST DROVE CK AND MINITORED PIDS, UNABLE TO VERIFY CONCERN, INSTALLED ENGINEERING FLIGHT RECORDER ADVISE CUSTOMER ON FLIGHT RECORDER, REC CUSTOMER TO DRIVE AND DOCUMENT CONCERNS. Tech 100 JACKSON, JAMES Cert#: MI89772	DIAG	0.0	0.00
		Subtotal		
		TOTAL CHARGE FOR CONCERN		0.00

Summary of Charges for Invoice W55922		Payment Distribution for Invoice W55922	
TOTAL CHARGE	0.00	WARRANTY	0.00
		TOTAL CHARGE	0.00

Attention: The following Invoices also exist
CUS - CUST. PAY ESP - ESP/RECALL
Estimate 25.00

If you have any questions - please see REED GORDON

Last Page

LIMITED WARRANTY
We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

REPAIR HAS BEEN INSPECTED AND COMPLETED PROPERLY.
DEALER INITIAL _____
I WAIVE MY RIGHT TO INSPECT USED PARTS; REPAIR FACILITY OR DEALER MAY DISCARD.
CUSTOMER INITIAL _____

REPLACED PARTS	☐ YES
REQUESTED BY CUSTOMER	☐ NO

X

Thank You

UCS©2004 ACCOUNTING

Imlay City Ford

1788 South Cedar
IMLAY CITY, MI 48444
PHONE (810) 724-5900 • FAX (810) 724-1401

QualityCare at your service

P & A CODE: 02672
DEALER REGISTRATION NO. F-137068

WE ACCEPT

SERVICE HOURS:
7:30 AM - 8:00 PM MONDAY & THURSDAY
7:30 AM - 6:00 PM TUES. - WED. - FRI.
8:00 AM - 3:00 PM SAT.

REPAIR HOURS BASED ON A LABOR TIME GUIDE AND MAY NOT REFLECT ACTUAL HOURS WORKED

SHOP SUPPLIES: 10% OF THE LABOR CHARGE MAX. $25.00 FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, HAZARDOUS WASTE DISPOSAL, ETC.

CERTIFICATION
ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT. (P.A. 300)

ALL PARTS NEW UNLESS OTHERWISE INDICATED.

Adv: 302 REED GORDON	Tag: 4074	License: 2	2FMGK5C09 ABB22248	Page: 1	Invoice: C58329

Invoice to	Driver/Owner Information
SCHEHR JR, LAURENCE FRANK 47858 STEPHANIE DR MACOMB, MI 48044 Home: (586) 263-3717	SCHEHR JR, LAURENCE FRANK 47858 STEPHANIE DR MACOMB, MI 48044 Home: (586) 263-3717

For Office Use		Vehicle Information
Odometer In: 7238 Out:	Dist: 1FA CUS C E Prelim	10 FORD FLEX SEL FWD 4DR CROSS
		Stock#: 00001431
Begin: 11/03/10	Done: 11/17/10	Invoiced: 11/17/10 16:11 RG

Customer Concern

		Operation	Amount
Concern 24 Correction Type: C	CUSTOMER STATES CUSTOMER TRIED TO ACCELERATE ONTO A MAIN RD ENGINE HESITATED NO RESPONSE AND THEN JERKED AND TOOK OFF SEE PREVIOUS HISTORY TEST DROVE NUMEROUS TIMES RAN FOR CODES UNABLE TO VERIFY DOCUMNETED FOR CUSTOMER Tech 145 VESPER, SCOTT R	DIAG Subtotal TOTAL CHARGE FOR CONCERN	0.00 0.00
Concern 35 Correction Type: C	PERFORM MULTI-POINT INSPECTION PERFORMED MULTI-POINT INSPECTION Tech 145 VESPER, SCOTT R	099P Subtotal TOTAL CHARGE FOR CONCERN	0.00 0.00

Summary of Charges for Invoice C58329		Payment Distribution for Invoice C58329	
TOTAL CHARGE	0.00	CASH TOTAL CHARGE	0.00 0.00

Attention: The following Invoices also exist
ESP - ESP/RECALL

THIS IS AN ESTIMATE. UPON INSPECTION, FURTHER PARTS AND LABOR MAY BE NEEDED TO COMPLETE THE REPAIRS. ESTIMATE GOOD FOR 30 DAYS.
Estimate 25.00

If you have any questions - please see REED GORDON

Last Page

LIMITED WARRANTY
We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement falls in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

REPAIR HAS BEEN INSPECTED AND COMPLETED PROPERLY
DEALER INITIAL _____
I WAIVE MY RIGHT TO INSPECT USED PARTS: REPAIR FACILITY OR DEALER MAY DISCARD.
CUSTOMER INITIAL _____

REPLACED PARTS ☐ YES
REQUESTED BY CUSTOMER ☐ NO

X

Thank You

UCS©2004

ACCOUNTING

Imlay City Ford

1788 South Cedar
IMLAY CITY, MI 48444
PHONE (810) 724-5900 • FAX (810) 724-1401

QualityCare at your service

P & A CODE: 02672
DEALER REGISTRATION NO. F-137068

WE ACCEPT

SERVICE HOURS
7:30 AM - 8:00 PM
MONDAY & THURSDAY
7:30 AM - 6:00 PM
TUES. - WED. - FRI.
8:00 AM - 3:00 PM SAT.

REPAIR HOURS BASED ON A LABOR TIME GUIDE AND MAY NOT REFLECT ACTUAL HOURS WORKED.

SHOP SUPPLIES: 10% OF THE LABOR CHARGE MAX. $25.00 FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, HAZARDOUS WASTE DISPOSAL, ETC.

CERTIFICATION
ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT. (P.A. 300)

ALL PARTS NEW UNLESS OTHERWISE INDICATED.

Adv: 202 REED GORDON	Tag: 4074	Licence: 2	2FMGK5C29 ABB22248	Page: 1	Invoice: E58329

Estimate

SCHEHR JR, LAURENCE FRANK
47858 STEPHANIE DR
MACOMB, MI 48044
MACOMB
Home: (586) 263-3717

Driver/Owner Information

SCHEHR JR, LAURENCE FRANK
47858 STEPHANIE DR
MACOMB, MI 48044
MACOMB
Home: (586) 263-3717

For Office Use

Odometer In: 7238 Out: | Dist: 1PA ESP C E Quote

Vehicle Information

10 FORD FLEX SEL FWD 4DR CROSS

Stock#: 00001431

Begin: 11/03/10 | Done: 11/17/10 | Invoiced: 11/17/10 16:12 RG

*** R.O. not Complete ***

Concern 26	RENTAL	Operation	Units	Amount
Correction	RENTAL	RENT	0.0	
	Tech 145 VESPER, SCOTT R	TOTAL CHARGE FOR CONCERN		0.00

Summary of Charges for Invoice E58329

Payment Distribution for Invoice E58329

Attention: The following Invoices also exist
CUS - CUST. PAY
Estimate 25.00

If you have any questions - please see REED GORDON

Last Page

LIMITED WARRANTY
We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

REPAIR HAS BEEN INSPECTED AND COMPLETED PROPERLY.
DEALER INITIAL _____
I WAIVE MY RIGHT TO INSPECT USED PARTS; REPAIR FACILITY OR DEALER MAY DISCARD.
CUSTOMER INITIAL _____

REPLACED PARTS REQUESTED BY CUSTOMER ☐ YES ☐ NO

X

Thank You

ACCOUNTING

EXHIBIT C

EXHIBIT C

Larry Schehr
47858 Stephanie
Macomb, MI 48044

September 30, 2010

Mr. Alan Mulally
7 Gleneagles Ct.
Dearborn, MI 48120

Dear Mr. Mulally,

My name is Larry Schehr and I am a long time and current Ford customer. I am writing you this letter due a major safety concern I have with my new Ford Flex. I know you are a very busy man, but I respectfully ask that you please take a few minutes to read my letter. I've always been happy with Ford products, as I believe they are of good quality, with top notch safety features. Unfortunately, my feelings toward Ford have recently changed due to a major safety issue I am experiencing with a new 2010 Ford Flex (Flex SEL VIN#2FMGK5CC9ABB22248) that I recently purchased for my wife.

I purchased the Flex from Imlay City Ford on 06/10/10. My wife really liked the car and my research showed it to have very good ratings, most importantly on the safety side. I felt this would be the perfect car for my wife to drive with my two young children (3 1/2 and 1 year old) due to it's size, quality, safety standards.

We had the car for about four or five weeks when we had the first problem. My wife was driving the car down the road and the engine died on her. She thankfully was able to get it off the road without getting into and accident. She told me what had happened, but I thought it may have just been a fluke. A couple of weeks later I was in the car with her and our kids. We were driving down the road and pulled up to a red light, when the engine died again. My wife then advised me that a few days prior to this incident, she was driving on I-94 when the engine began sputtering and almost died on her.

At this point it was obvious, the first occurrence was not a fluke and there was a serious problem with the car.

On 07/27/10, I took the car to Huntington Ford in Rochester to check on the problem. I have bought cars from them in the past and have used their service department several times. They had the car for a couple of days, but could not find nor duplicate the problem. Their computer did not show any problems either. They then contacted the service hotline for assistance. They suggested replacing the throttle body, which they did. However, they advised me that this may not be the solution. They suggested I keep driving it until it happens again and then bring it back to them. I was not at all comfortable with this suggestion, because an engine randomly stalling out on the roadway is a very serious safety hazard. If this car were to die again on the roadway, I would put my family or someone else's family at serious risk of being involved in an accident.

I in turn contacted my salesperson David Lightfoot at Imlay City Ford. I told him what had been happening and he asked that I bring the car back to them on on Friday 8/5/10. At this point, I was very concerned and lost faith in this car. I told David I wanted to speak with his sales manager and service manager on 8/5/10. There were a few days between the time I picked the car up from Huntington and when I was to bring it to Imlay City. I did not want my wife to drive the car anymore, fearing it would die on her again. However, there were a few occasions where she was forced to drive it before 8/5/10. On 08/03/10, she was driving on I-94 when it again sputtered out and almost died on her. This was now the fourth occurrence of an obviously serious engine problem. At this point I had totally lost faith in the car and did not trust it. My wife and I no longer wanted to drive the car or put our kids back in it.

On 08/05/10, I brought the car to Imlay City and met with David Lightfoot, the sales manager Mark Vingeron and the service manager Reed Gordon. I explained to them the problems we had been having. I also expressed to them that the car is unsafe and would never again feel safe driving the car. I told them I would not drive the car again nor would I allow my wife and kids to drive in it again. I advised them I no longer wanted the car and wanted Imlay City or the Ford Motor Company to take the car back. I expressed to them that this is a major safety issue and someone could get hurt or killed if the car dies again on the roadway. I told them I would be happy to start over by purchasing a new car from them. They expressed concern for the car

losing depreciation. I told them I understood, but I would not be paying for the loss in deprecation. They told me they had to talk to the owner and the corporate office to see what steps needed to be taken to take the car back. They advised they would do what they could to make it happen. I told them this should not be a money issue and they needed to do the right thing.

I was told the dealership owner, Paul LaFontaine, was not back from vacation until 8/9/10. They said they would keep the car and asked my permission to drive it in order to identify the problem. I told them that was ok. They kept my car and gave me a rental car.

I then followed up with David during the week of 8/9/10. On 8/9/10, David told me one of their technicians drove the car on 8/7/10 and it sputtered out on her too. David said they're trying to figure out the problem. He said Mark was going to appraise the car on 8/10/10. Mark was also supposed to speak with Paul about taking the car back. On 8/11, David advised they were still checking into the problem. He said the car would be appraised that night. He also told me that Mark had talked to the owner, but he was not sure what they were going to do. On 8/12, David said they still hadn't appraised the car and hadn't figured out the problem yet. An off-site service person named Lenny was supposed to come in on 8/13, to discuss what to do about the car. David asked me to call the Ford Customer Complaint line and make a formal complaint with them. David advised they were hoping that Ford would just take the car back, due to the problems it was having.

On 08/12/10, I called the Ford Customer Complaint line and spoke with Julie. I advised her of the problems we had been having and told her I no longer wanted the car and lost all faith in it. I told her I wanted Ford to take the car back. She told me a specialist would call me within two days. Specialist Kimberly called me on 8/13. I missed her call, but called her back and left her a message on the same day.

On 8/13, I spoke with David. He said Imlay City was waiting to hear what Ford says, hoping they would take the car back. David again said that Imlay would have to appraise the car and it would likely be worth less than what I owe. I again expressed to him that I would not be paying the deprecation. It became apparent to me at this point that Imlay City Ford did not want to be involved and was hoping Ford would just take the car back. The car was supposed to be appraised on 8/10 and as of 8/13 it had not been done yet. They also had not been able to identify the problem.

On 08/16/10, Kimberly called me. She told me that Ford would not be taking the car back. I told her I wanted to talk to someone else. She put put Jody on the phone. I explained to Jody why Ford should take the car back and she flat out kept saying Ford will not be buying the car back. Jody came across as cold and uncaring. I asked to speak with someone else and she told me there is no one else. A few hours later I called Kimberly back and left her a message asking that she provide me with her supervisor's phone number or someone else's phone number. However, I did not receive a return call from her.

I then called David on 08/16/10 and told him that Ford said they will not take the car back. David said he would like me to meet with Paul and Mark the following day. I instead had a conference call on this day with Paul and Mark. I told them I did not want the car back. They said it was out of their hands and told me they still haven't been able to find the problem. They told me I may have to come get the car and bring their rental car back. They seemed more concerned about getting their rental care back than fixing my car. They wanted me to come get the car and put a flight recorder on it with the hopes the problem would occur and they could identify it. I again made it more than clear to them that I, nor my wife, would drive that car again due to the serious safety issue. I asked Paul if he would let his own wife drive the car and he said he wouldn't. He also advised he didn't want his employees to drive it either. At the same time, he wanted me, his customer, to continue to drive the car, putting me and my family in danger. I explained to Paul how dangerous it would be if my wife made a turn in front of a semi-truck and the car died in front of it. Paul responded by telling me to find a road to drive on with no semis and not a lot of traffic. I was shocked that a dealership owner would make such an insulting, ridiculous, and thoughtless statement. Paul also advised he could trade my car in, but the car would be depreciated and he wasn't going to take on loss on it. He said I would be responsible for paying the difference for the loss, which may be $2000-$3000. He said that my family's safety should be worth that much. Again, another offensive, insensitive, and uncaring statement. Paul also made a comment regarding not being able to resell the car if they didn't find the problem.

Paul said they need to duplicate the problem with the flight simulator so they can identify it. Therefore, someone would be put at risk by having to drive the car and face the strong possibility that it would stall out and

cause an accident. This is obviously a problem that can't be solved without putting someone at risk and I made it clear to them several times, my family and I will not be put at risk. If this was a radio or air conditioning issue, I wouldn't have a problem continuing to drive it. However, when the engine randomly dies on the roadway, that is not a risk I'm willing to take. I made this clear to Imlay City numerous times on 8/6/10 and 8/16/10. I asked why they hadn't put the flight recorder on it since they had the car for 11 days. Paul said it's on another car and will be the rest of this week. Paul again advised that they need their rental car back because it's costing them $25-$30/day. I told him I would return it, but said it would be unfair to me, as my car was still not fixed. Paul again made a comment about spending $400 for a rental car is worth my family's safety.

Paul and I continued to go back and forth. I maintained that we would not be driving the car and I did not want the car back. Paul suggested I get an attorney if I wanted to get somewhere with this issue. I explained to Paul that I am being penalized for buying a car that has an extremely serious safety issue. I told him this is not my responsibility. This is Ford and Imlay City's responsibility and they need to make it right. Paul suggested that maybe there is no problem or the problem has worked itself out by now. Paul also suggested that I take it back to Huntington since they tried to fix it the first time. He suggested that they may have done something to cause the problem. This is an absurd statement, since the car had the same problem before and after we brought it to Huntington.

After going back an forth for almost an hour, Paul advised they would keep the car and put the flight recorder on it. Paul asked me if they fix the car would I take it back. I told him no and had already told them that several times. He then asked me why he should bother fixing it. I told him because he needs to figure out what's causing the problem, so it doesn't happen to someone else.

I was extremely disappointed and surprised how poorly Paul treated me, especially for being a dealership owner. It was obvious that he could have cared less about me, my family, and the car. It seemed his only concern was not losing any money and making this problem go away without him being connected to it. I felt Paul was unprofessional and I was insulted by many of his comments. He didn't seem to want to take any responsibility and tried to push the problem off on Ford, me, and Huntington Ford. I realize he is not

fully responsible, but he at least needed to make an effort to do the right thing for me and my family.

Imlay City kept the car with the expectation of putting the flight recorder on it the week of 8/23/10. Reed later called me on 8/16/10 and asked permission to continue to drive the car in an effort to duplicate and identify the problem. I told him he could. On 08/18/10, Reed called me back and told me that they learned of another Lincoln that had a similar problem. This car's issue had something to do with the transmission sensor. Reed said he would order these parts and replace them on my car. I asked how they knew this was the the problem my car was having. It seemed they were basing my car's problem on a totally different car's problem.

On 08/23/10, Reed called me back to say they replaced the sensors. He said they drove it and they car was ok. This didn't sit well with me. They drove the car on 8/7/10 and experienced the problem. They continued to drive it since then and could not duplicate the problem. So to say they replaced a part, test drove it, and did't experience the problem is ridiculous, since they didn't experience the problem over the previous two weeks either. I asked Reed how he knew this is going to solve the problem with my car. He said based on what happened with the Lincoln this should fix it. However, he said he was not 100% sure. Reed said he needed the rental car back and needed me to pick up my car. I asked him about the flight recorder. He said they could put it on and let me continue to drive it.
I was not happy with this response, because I was put right back in the same position as when I took the car to Huntington Ford. Huntington could not find the problem, but fixed a part that they thought could be causing it. We were asked to keep driving it and then the problem occurred again. Now with Imlay City, they still have not been able to positively identify the problem, but they fixed a part that might be cause, and they are basing this on a totally different car's problem. At that point, they were guessing this was the cause. No one at this time has been able to positively identify the problem with my car. It's not acceptable to keep guessing at the possible solution and hope that the issue is resolved. This is a major safety issue and guessing is not good enough.

On 08/23/10, Imlay City dropped off my car to my home and took their rental car back. On this day, I had also contacted Jeff (possible last name of Schwagel) who is an Executive Liaison. I told Jeff about the problems I had been having with my car and that I wanted the car to be taken back. Jeff

advised that Ford is not in the business of buying cars back. My response to this comment is that I am not in the business of spending close to $30,000 on a car that does not work and is unsafe. Jeff advised he would look into my file, contact the dealership, and call me back.

On 08/24/10, Jeff called me back to say Ford won't be buying the car back. Jeff said he talked to the dealership and they said the car is safe to drive, but they couldn't duplicate the problem I was having. No one can tell me what the problem is for sure, so how can a problem be fixed if you don't know what the problem is. I asked Jeff to put me in contact with his supervisor. He said his supervisor is Lynn Arledge and he was going to contact her. I later received a call from Lynn. Lynn had me tell her what has been happening with my car. She said she would contact the dealership and the field supervisor and call me back. Lynn later called me back and said she talked to the dealership and the field supervisor. Lynn told me that Ford would not be buying the car back. I asked that she put me in touch with someone else. Lynn would not do that and told me that no one else will give me a different answer. I asked Lynn what will happen if the car stalls and we get into an accident. She responded that she can't answer a hypothetical question. Lynn told me to take it to arbitration if I wanted to pursue if further.

I continued to try and get help with this matter and then received a call from Reed at Imlay City. He told me to bring my car back to them on 8/31/10. He said the Field Engineers wanted to look at my car again. I also received a call from Field Engineer John Mullins. He advised he would be there on 8/31/10, to look at my car. I brought my car there that day and dropped it off for them to look at. Reed called me to pick up my car on 9/2/10. He said they could not duplicate the problem, but they feel replacing the transmission sensor fixed the problem. However, he again could not say for sure this was the solution. He advised they attached a flight recorder to my car and said to keep it on there to see if we have the problem again.

At this point, I am far from convinced that my car is safe to drive. My wife and I both fear that we will have the same stalling issue again. It comes down to no one being able to positively identify the problem. This is a major safety issue that needs to be positively identified and it has not been. My wife and I do not feel safe in this car. We will not drive our children in the car and my wife took the child seats out of it. We are very

disappointed with the way this issue has been handled. Some people have tried to help, but it took a lot of complaining on my part to get that help.

I am extremely upset for the way I have been treated by Ford and Imlay City. No one seems to care about us, our car, and most importantly our safety. There have been five occurrences now with this car, it has been to two different dealerships for several days, and the problem still has not been positively resolved. This is a major safety issue and it should not be taken lightly. I should not be expected to continue to drive this car. My family has been through a lot and has been put in four potentially very dangerous situations. This safety issue not only puts my family at risk, but puts everyone else on the roadway at risk as well. If anything were to happen, it would come back to Ford as being responsible. This should not be a money or policy issue for Ford, it should be a safety issue. Ford needs to do the right thing here and take the car back and off the road.

Mr. Mulally, I know you have more pressing issues to deal with, but at the same time, your customers and their safety should be a number one priority. I know from reading about you on-line, that you are a good family man. I think it's safe to say that you wouldn't want to put your family in this car either. My family is the most important part of my life and I want to do everything I can to keep them safe. I would respectfully ask that you or someone in your office please take a minute to contact me. My hope is that you will allow this unsafe car to be taken back and do the right thing for a good, loving, hard-working family who just wants to drive a safe car.

I thank your for your time and consideration and I apologize for the long message. I look forward to hearing from you soon.

Respectfully,

Larry Schehr
586-612-5992

[redacted]

CA

BARNES LAW FIRM
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MISSION VIEJO, CALIFORNIA 92653-7625
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*STEPHEN G. BARNES

*A Professional Corporation

March 15, 2012

Ford Motor Company
Office of The General Counsel
Consumer Litigation
3 Parklane Towers
Parklane Towers West, Suite 1500
Dearborn, Michigan 48126-2568

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

APR 0 4 2012

OFFICE OF THE
GENERAL COUNSEL

RE: [redacted]
2010 Ford Edge
Vin: 2FMDK3JCXA[redacted]

To Whom it May Concern:

Please be advised that [redacted] has retained this office to represent her concerning the above-referenced vehicle. The following is a demand to facilitate settlement of this matter without the need of litigation. The damages set forth below are for settlement purposes only and should not be construed as an exhaustive list of damages claimed or suffered. Please direct all future communication concerning this matter to my attention.

FACTS

On August 28, 2010 Ms. [redacted] purchased the above-referenced vehicle from Tuttle Click Ford in Irvine, California. The vehicle came with a warranty from Ford Motor Company.

Since Ms. [redacted] took possession of the Edge it has been delivered to authorized Ford service and repair facilities four (4) times for warranty repair. The problems have included the following: the vehicle stalls at idle, the vehicle has an intermittent stall at idle, the transmission has a poor shift quality, the transmission has a delayed engagement, the vehicle hesitates/surges when accelerating, the transmission clunks when put into gear, and the ABS light and traction control lights come on.

Re: [redacted]
2010 Ford Edge
Vin: 2FMDK3JCXA[redacted]

All of the above referenced problems were covered by the Ford warranty. This vehicle was out of service fifteen (15) days and has not been repaired.

LIABILITY

As you know, Civil Code Section 1790 et seq. requires a manufacturer of a warranted new motor vehicle to provide restitution or to replace the vehicle from the buyer when a nonconformity covered by the warranty is not repaired after a reasonable number of repair attempts. It is presumed there have been a reasonable number of repairs if the same safety nonconformity has been subject to repair twice in the first eighteen (18) months or 18,000 miles.

Here, the vehicle has been delivered to authorized Ford service facilities at least four (4) times for repair. The vehicle stalling was subject to repair twice in less than 4,000 miles. The vehicle transmission has been subject to repair four (4) times in less than 24,000 miles. On average, Ms. [redacted] has delivered her Edge to the dealer for repair once every 6,000 miles. She has been without the use of this vehicle one (1) day for every 2,000 miles driven. It would be presumed and a court would certainly find there has been a reasonable number of repairs to this vehicle.

The Civil Code requires that the nonconformity substantially impair the vehicle's use, value, or safety to the buyer. Here, the nonconformities substantially impair the vehicle's use, value, and safety to Ms. [redacted]. The vehicle stalling is without question a substantial safety problem. The transmission not shifting correctly and hesitating on acceleration is also a major safety concern. The vehicle does not respond as expected. The problem with this vehicle is also a substantial impairment in value. No one would purchase a vehicle for market value which had repeated stalling and transmission problems. There has certainly been a substantial impairment in use and enjoyment of this Edge to Ms. [redacted]. She has understandably lost all confidence in the continued reliability of this vehicle.

Re: [redacted]
2010 Ford Edge
Vin: 2FMDK3JCXA[redacted]

Based on the foregoing, [redacted] requests that Ford provide restitution in accordance with the Song-Beverly Consumer Warranty Act. Should Ford Motor Company refuse to provide restitution, it may be required to pay Ms. [redacted] a civil penalty not to exceed two times her actual damages.

DAMAGES

[redacted] damages to date are as follows:

Down Payment:	$00,666.00
Payments: 18 @ $532.39	$ 9,583.02
Registration:	$as verified
Usage Fee: based on 2,170 miles	$< 559.13>
Total:	$ 9,689.87
Loan Balance:	$as verified
Attorney Fees:	$ 3,000.00

[redacted] has authorized this office to accept the following as full settlement of this matter.

Ford will:

(1) pay to [redacted] $9,689.87 plus verified registration and any other recoverable expenses she may incur between the date of this writing and the date of any potential settlement's completion;

(2) pay off the outstanding loan balance with School's First CU as verified; and

(3) pay attorney's fees of $3,000.00.

For this consideration, [redacted] will:

(1) return the vehicle to Ford in an undamaged condition with normal wear and tear; and

(2) release Ford from any further liability in this matter.

Be advised this offer will remain open for thirty (30) days from the date of your receipt of this letter. I have enclosed copies of

Re: [redacted]
2010 Ford Edge
Vin: 2FMDK3JCXA[redacted]

the pertinent documents related to the subject vehicle. I look forward to your prompt attention to this matter.

Sincerely,

BARNES LAW FIRM

Stephen G. Barnes

SGB:km
Enc.

cc [redacted]

Dealer Number _____ Contract Number _____ R.O.S. Number _____ Stock Number _____

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

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Fina Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this cont

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
					☐ personal, family or household ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ _____ is
_____ %	$ _____ (e)	$ _____	$ _____ (e)	$ _____ (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of		
One Payment of		
Payments		Monthly, Beginning
Payments		Monthly, Beginning
One Final Payment		

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. **Total Cash Price**
   - A. Cash Price of Motor Vehicle and Accessories $ _____ (A)
     - 1. Cash Price Vehicle $ _____
     - 2. Cash Price Accessories $ _____
     - 3. Other (Nontaxable)
       - Describe _____ $ _____
       - Describe _____ $ _____
   - B. Document Preparation Fee (not a governmental fee) $ _____ (B)
   - C. Smog Fee Paid to Seller $ _____ (C)
   - D. (Optional) Theft Deterrent Device (to whom paid) _____ $ _____ (D)
   - E. (Optional) Theft Deterrent Device (to whom paid) _____ $ _____ (E)
   - F. (Optional) Theft Deterrent Device (to whom paid) _____ $ _____ (F)
   - G. (Optional) Surface Protection Product (to whom paid) _____ $ _____ (G)
   - H. (Optional) Surface Protection Product (to whom paid) _____ $ _____ (H)
   - I. Sales Tax (on taxable items in A through H) $ _____ (I)
   - J. Optional DMV Electronic Filing Fee $ _____ (J)
   - K. (Optional) Service Contract (to whom paid) _____ $ _____ (K)
   - L. (Optional) Service Contract (to whom paid) _____ $ _____ (L)
   - M. (Optional) Service Contract (to whom paid) _____ $ _____ (M)
   - N. (Optional) Service Contract (to whom paid) _____ $ _____ (N)
   - O. (Optional) Service Contract (to whom paid) _____ $ _____ (O)
   - P. Prior Credit or Lease Balance paid by Seller to _____ $ _____ (P)
     (see downpayment and trade-in calculation)
   - Q. (Optional) Gap Contract (to whom paid) _____ $ _____ (Q)
   - R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ _____ (R)

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financi the purchase of a motor vehicle to purchase or negotiate a insurance through a particular insurance company, agent broker. You are not required to buy any other insurance obtain credit. Your decision to buy or not buy other insuran will not be a factor in the credit approval process.

Vehicle Insurance

		Term	Premiu
$ _____	Ded. Comp., Fire & Theft	____ Mos.	$ _____
$ _____	Ded. Collision	____ Mos.	$ _____
Bodily Injury	$ _____ Limits	____ Mos.	$ _____
Property Damage	$ _____ Limits	____ Mos.	$ _____
Medical	_____	____ Mos.	$ _____
	_____	____ Mos.	$ _____
Total Vehicle Insurance Premiums			$ _____

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FO PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE. PAYME FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requir (see back) from anyone you choose who is acceptable to us. Y are not required to buy any other insurance to obtain credit.

Buyer X _____
Co-Buyer X _____
Seller X _____

If any insurance is checked below, policies or certificates from th named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	____ Mos.	____	$ _____
Credit Disability	____ Mos.	____	$ _____
Total Credit Insurance Premiums			$ _____ (b)

Insurance Company Name _____

Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit *life and credit disability insurance will not be a factor in the* credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wage or profit 30 hours a week or more on the Effec

1. Cash Price Vehicle $ _____
2. Cash Price Accessories $ _____
3. Other (Nontaxable)
Describe _____ $ _____
Describe _____ $ _____

B. Document Preparation Fee (not a governmental fee) $ _____ (B)
C. Smog Fee Paid to Seller $ _____ (C)
D. (Optional) Theft Deterrent Device (to whom paid) _____ $ _____ (D)
E. (Optional) Theft Deterrent Device (to whom paid) _____ $ _____ (E)
F. (Optional) Theft Deterrent Device (to whom paid) _____ $ _____ (F)
G. (Optional) Surface Protection Product (to whom paid) _____ $ _____ (G)
H. (Optional) Surface Protection Product (to whom paid) _____ $ _____ (H)
I. Sales Tax (on taxable items in A through H) $ _____ (I)
J. Optional DMV Electronic Filing Fee $ _____ (J)
K. (Optional) Service Contract (to whom paid) _____ $ _____ (K)
L. (Optional) Service Contract (to whom paid) _____ $ _____ (L)
M. (Optional) Service Contract (to whom paid) _____ $ _____ (M)
N. (Optional) Service Contract (to whom paid) _____ $ _____ (N)
O. (Optional) Service Contract (to whom paid) _____ $ _____ (O)
P. Prior Credit or Lease Balance paid by Seller to
_____ $ _____ (P)
(see downpayment and trade-in calculation)
Q. (Optional) Gap Contract (to whom paid) _____ $ _____ (Q)
R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ _____ (R)
S. Other (to whom paid) _____ $ _____ (S)
For _____

Total Cash Price (A through S) $ _____ (1)

2. **Amounts Paid to Public Officials**
A. License Fees $ _____ (A)
B. Registration/Transfer/Titling Fees $ _____ (B)
C. California Tire Fees $ _____ (C)
D. Other _____ $ _____ (D)
Total Official Fees (A through D) $ _____ (2)

3. **Amount Paid to Insurance Companies**
(Total premiums from Statement of Insurance column a + b) $ _____ (3)

4. ☐ **Smog Certification** or ☐ **Exemption Fee Paid to State** $ _____ (4)

5. **Subtotal** (1 through 4) $ _____ (5)

6. **Total Downpayment**
A. Agreed Trade-In Value Yr _____ Make _____ $ _____ (A)
Model _____ Odom _____
VIN _____
B. Less Prior Credit or Lease Balance $ _____ (B)
C. Net Trade-In (A less B) (indicate if a negative number) $ _____ (C)
D. Deferred Downpayment $ _____ (D)
E. Manufacturer's Rebate $ _____ (E)
F. Other _____ $ _____ (F)
G. Cash $ _____ (G)
Total Downpayment (C through G) $ _____ (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. **Amount Financed** (5 less 6) $ _____ (7)

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: _____
Amount $ _____ Finance Charge $ _____
Total $ _____ Payable in _____
Installments of $ _____ $ _____
from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ **Name of autobroker receiving fee, if applicable:**
_____

SELLER'S RIGHT TO CANCEL *If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.*

X _____ Buyer
X _____ Co-Buyer

Application for Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	____ Mos.	____	$ _____
Credit Disability	____ Mos.	____	$ _____

Total Credit Insurance Premiums $ _____
Insurance Company Name _____
Home Office Address _____

Credit life insurance and credit disability insurance are no required to obtain credit. Your decision to buy or not buy credi life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the entire cost. Credit life insurance is based on the original payment schedule. This insurance the company will cover the unpaid contract if you make all payments. Credit disability insurance does not cover any increase in you payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).
You want to buy the credit insurance.

_____ X _____ _____
Date Buyer Signature Age

_____ X _____ _____
Date Co-Buyer Signature Age

OPTIONAL GAP CONTRACT A gap contract (debt cancella tion contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the entire charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term _____ Mos. _____
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X _____

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below (or the charge(s) shown in item 1K, 1L, 1M, 1N, and or 1O.

1K Company _____
Term _____ Mos. or _____ Miles
1L Company _____
Term _____ Mos. or _____ Miles
1M Company _____
Term _____ Mos. or _____ Miles
1N Company _____
Term _____ Mos. or _____ Miles
1O Company _____
Term _____ Mos. or _____ Miles
Buyer X _____

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X _____
Co-Buyer Signs X _____

F. Other _____ $ _____ (F)

G. Cash $ _____ (G)

Total Downpayment (C through G) $ _____ (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. **Amount Financed** (5 less 6) $ _____ (7)

SELLER ASSISTED LOAN

BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: _____

Amount $ _____ Finance Charge $ _____

Total $ _____ Payable in _____

installments of $ _____ $ _____

from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ **Name of autobroker receiving fee, if applicable:**

_____

purchase the service contract(s) written with the follow company(ies) for the term(s) shown below for the charge shown in item 1K, 1L, 1M, 1N, and/or 1O

1K Company _____

Term _____ Mos. or _____ Mi

1L Company _____

Term _____ Mos. or _____ Mi

1M Company _____

Term _____ Mos. or _____ Mi

1N Company _____

Term _____ Mos. or _____ Mi

1O Company _____

Term _____ Mos. or _____ Mi

Buyer X _____

HOW THIS CONTRACT CAN BE CHANGED. Th contract contains the entire agreement between y and us relating to this contract. Any change to t contract must be in writing and both you and must sign it. No oral changes are binding.

Buyer Signs X _____

Co-Buyer Signs X _____

SELLER'S RIGHT TO CANCEL if Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

X _____ Buyer

X _____ Co-Buyer

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____, Year _____ SELLER'S INITIALS _____

Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund the difference to you. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund due from the Seller.

Buyer Signature X _____ **Co-Buyer Signature X** _____

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not *change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change,* and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X _____ Co-Buyer Signature X _____

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contrac and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YO CONFIRM THAT BEFORE YOU SIGNED THIS CONTRAC WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAV READ BOTH SIDES OF THIS CONTRACT, INCLUDING TH ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFOR SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X _____ Date _____ Co-Buyer Signature X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives *notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.*

Guarantor X _____ Date _____ Guarantor X _____ Date _____

Address _____ Address _____

asFirst
CREDIT UNION
Employees is OCTFCU Since 1934

LOANLINE

LOAN AND SECURITY AGREEMEN
AND DISCLOSURE STATEME

	LOAN DATE	LOAN NUMBER	ACCOUNT NUMBER	GROUP POLICY NUMBER	MATURITY D
	08/31/2010	84	0[redacted]	104-0009-8	09/01/20

BORROWER 1	BORROWER 2
[illegible] Street [illegible] D Schwer [illegible] Wasp [illegible] Ca 92620	NAME (AND ADDRESS IF DIFFERENT FROM BORROWER 1)

COPY

TRUTH IN LENDING DISCLOSURE * means an estimate

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
3.86 %	$ 2,942.99	$29,000.00	$ 31,942.99	$ N/A which includes your downpayment of $ N/A

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
59	$ 532.39	10/01/2010
1	$ 531.98 (e)	09/01/2015

Prepayment: If you pay off early you will not have t pay a penalty.

Required Deposit: The Annual Percentage Rate doe not take into account your required deposit, if any.

Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the credit union. If you get the insurance from us, you will pay $ N/A

Filing Fees	Non-Filing Insurance
$	$

Late Charge:
If your payment is more than 15 days late, you will be required to pay a late charge of 5% of the payment due, but not less than [illegible]

Security: Collateral securing other loans with the credit union may also secure this loan. You are giving a security interest in your shares and dividends and, *if any, your deposits and* interest in the credit union; and the property described below:

Collateral	Property/Model/Make	Year	I.D. Number	Type	Value	Key Number
NEW AUTO	2010 FORD EDGE		2FMDK3JCXA[redacted]	SECURED	$	
					$	
					$	

Other (Describe)
Pledge of Shares $ in Account No. $ in Account No.

Variable Rate:

☐ The ANNUAL PERCENTAGE RATE (APR) for this loan will be the highest "Prime Rate" as reported in the "Money Rates" tables of the Wall Street Journal (Index), plus 2%. The APR may vary and is subject to change on the first day of the month following a change in the Index. The APR will never be greater than 18%. Any increase in the APR will result in a higher monthly payment. Example: If your loan were for $10,000 at 8% for 36 months and the rate increased to 8.50% after 6 months, the payment you would make would be $315.29.

☐ The ANNUAL PERCENTAGE RATE (APR) for this loan will increase 0.75 % if you discontinue the automatic loan payments. The increase in the APR may result in a higher monthly payment. Example: If your loan *were for $10,000.00* at 8.00 % for 36 months and the rate increased to 8.75 % after 9 months, the payment you would make would be $315.99

See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

SIGNATURES

By signing as Borrower, you agree to the terms of the Loan Agreement. If property is described in the "Security" section of the Truth in Lending Disclosure, you also agree to the terms of the Security Agreement. If you sign as "Owner of Property", you agree only to the terms of the Security Agreement.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT.

SEAL	X SEAL
DATE	BORROWER DATE
SEAL	SEAL
DATE	OTHER OWNER OF PROPERTY DATE

BORROWER COPY

ID: 0089

PE13-003 001229LCPV

CUSTOMER #: 5838889

231324

INVOICE

Power Ford
Lincoln Mercury of Tusti
#2 AUTO CENTER DR. · TUSTIN, CA 92782
(714) 832-3300
www.powerdirect.com

[redacted]

IRVINE, CA [redacted]

PAGE 1

[redacted] CONT:N/A

BUS: CELL:

SERVICE ADVISOR: 3540 DOUG JEZOWSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	10	FORD EDGE	2FMDK3JCXAB[redacted]		2170/2170	T291[illegible]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10 DD			17:00 27SEP10			CASH	29SEP10

R.O. OPENED	READY	OPTIONS:
09:19 27SEP10	08:49 29SEP10	DLR:05414 ENG:3.5_Liter

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST STATES VEHICLE STALLS AT IDLE RESTARTS OK HAS HAPPENED 3 TIMES
SINCE NEW, TRACTION LIGHT COMES ON
CAUSE: TEST NO CODES IN SYSTEM TEST DROVE COULD NOT DUPLICATE
N11 X
3686 WF (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
0785
2170 TEST NO CODES IN SYSTEM TEST DROVE COULD NOT DUPLICATE
****

B MULTI-POINT INSPECTION INCLUDED AS PART OF SERVICE, OR MULTI-POINT
INSPECTION NOT NECESSARY DUE TO TIME AND MILEAGE. TIRE PRESSURE
READINGS: RF LF. RR LR
MULTI-N MULTI-POINT INSPECTION INCLUDED AS PART
OF SERVICE, OR MULTI-POINT INSPECTION NOT
NECESSARY DUE TO TIME AND MILEAGE. TIRE
PRESSURE READINGS: RF LF RR LR
3686 CP 0.00 0.00
****

B.A.R. #AG126349
E.P.A. #CA0000195214

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

(signature or initials)

"By law you may choose another facility to perform any needed repairs or adjustments which the smog check test indicates are necessary."

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE. ALL NEW REPLACEMENT PARTS AND LABOR HAVE A LIMITED WARRANTY FOR 12,000 MILES OR 12 MONTHS, WHICHEVER COMES FIRST.

PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.

STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

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

X
CUSTOMER SIGNATURE

CUSTOMER #: 5838889

232355

INVOICE

Power Ford Lincoln Mercury of Tusti
#2 AUTO CENTER DR. · TUSTIN, CA 9278
(714) 832-3300
www.powerdirect.com

[redacted]

PAGE 1

SERVICE ADVISOR: 3540 DOUG JEZOWSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TA
	10	FORD EDGE	2FMDK3JCXABE[redacted]		3600/3600	T39

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10 DD			19:00 18OCT10			CASH	20OCT10

R.O. OPENED	READY	OPTIONS:
15:26 18OCT10	11:26 20OCT10	DLR:05414 ENG:3.5_Liter

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S: CUST STATES INTERMITTEN STALL IN GEAT AT IDLE
CAUSE: EEC PASS NO DTC PINTEST Z1 INTERMITTENT FAWLTS CK IGN AND FUEL,FORD TECH LINE REPORT ATTACHED MONITOR PIDS CAUSE ETC DESIRED WAS 5 DEGREE
12650D EEC (QUICK TEST) - DIAGNOSIS - L
3741 WF (N/C)
1 7T4Z*9E926*FA THROTTLE BODY AND MOTOR ASY (N/C)
12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST - L
3741 WF (N/C)
12650D81 RECORDER/MONITOR ROAD TEST - DIAGNOSIS - L
3741 WF (N/C)
9926A THROTTLE BODY - AIR INTAKE - REPLACE (9E926) - L
3741 WF (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
8870
3600 SEE TECH LINE REPORT CP 9E926 CC 42 12650D .2 12650D45 .3 12650D81 .5 9926A .5 / 3741 EEC PASS NO DTC PINTEST Z1 INTERMITTENT FAWLTS CK IGN AND FUEL,FORD TECH LINE REPORT ATTACHED MONITOR PIDS CAUSE ETC DESIRED WAS 5 DEGREE DIFFERENT THAN ECT ACTUAL -CORRECTION REPLACE THROTTLE BODY

****

B RENTAL CAR
CAUSE: .
RENTAL RENTAL CAR
4599 WF (N/C)
SUBL PO 1011289 ENTERPRISE
WF (N/C)
FC:

****

B.A.R. #AG126349
E.P.A. #CA0000195214

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(signature or initials)

"By law you may choose another facility to perform any needed repairs or adjustments which the smog check test indicates are necessary."

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE. *ALL NEW REPLACEMENT PARTS* AND LABOR HAVE A LIMITED WARRANTY FOR 12,000 MILES OR 12 MONTHS, WHICHEVER COMES FIRST.

PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.

STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

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

X
CUSTOMER SIGNATURE

CUSTOMER COPY

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CUSTOMER #: 5838889

232355

272 N. Shaffer
Orange CA 92866

INVOICE

Power Ford
Lincoln Mercury of Tusti
#2 AUTO CENTER DR. · TUSTIN, CA 9278
(714) 832-3300
www.powerdirect.com

[redacted]

SERVICE ADVISOR: 3540 DOUG JEZOWSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	10	FORD EDGE	2FMDK3JCXABE[redacted]		3600/3600	T395

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10 DD			19:00 18OCT10			CASH	20OCT10

R.O. OPENED	READY	OPTIONS:
15:26 18OCT10	11:26 20OCT10	DLR:05414 ENG:3.5_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
C Moved to: 232355C Line: A			
SPLIT Moved to: 232355C Line: A			
4599 CDED		0.00	0.00
SPLIT Moved to: 232355C Line: A			
4599 CDED		0.00	0.00
SPLIT Moved to: 232355C Line: A			
4599 CDED		0.00	0.00
SPLIT Moved to: 232355C Line: A			
4599 CDED		0.00	0.00

****

*** THE FOLLOWING WORK NOT DONE-TRANSFERRED TO RO#232355C ***

C Moved to: 232355C Line: A
CC created 2010-10-18
03:22:00pm taken by Doug
Jezowski

B.A.R. #AG126349
E.P.A. #CA0000195214

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STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

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

X
CUSTOMER SIGNATURE

CUSTOMER COPY

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#: 5838889

251061

INVOICE

Power Ford & Lincoln Tustin

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(714) 832-3300
www.powerdirect.com

[redacted]

E, CA [redacted]

: [redacted] CONT:N/A

: CELL:

PAGE 1

SERVICE ADVISOR: 3652 RAUL RODRIGUEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	FORD EDGE	2FMDK3JCXA[redacted]		22693/22694	T424

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10 DD			17:00 17OCT11			CASH	21OCT11

R.O. OPENED	READY	OPTIONS: DLR:05414 ENG:3.5_Liter
13:05 17OCT11	14:51 21OCT11	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A P09 DIAG OTHER TRANSMISSION CONCERNS CLIENT STATES AUTOMATIC TRANSMISSION POOR SHIFT QUALITY DELAYED ENGAGEMENT SLIPPING TROUBLES IN REVERSE AND DRIVE ADVISE P09 2659 3636

CAUSE: ROATEST TO DUPLICATE CONCERN . VEHICLE WOULD HAVE A SLIP TYPE AND BUMP ON TAKE OFFS. PERFORM TSB 11- 9-11, PER SYMTOM- TOP OFF FLUID AND RO

TSB TSB 110911A TECHNICIAN SERVICE PROCEDURE

3508 WF (N/C)

1 BT4Z*7Z490*B PLATE AND GASKET ASY (N/C)

7 XT*10*QLVC OIL - AUTOMATIC TRANSMISSION (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

1126

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

22693 TRANS 110911A 3.0 CP 7A100 CC 42 ROATEST TO DUPLICATE CONCERN . VEHICLE WOULD HAVE A SLIP TYPE AND BUMP ON TAKE OFFS. PERFORM TSB 11-9-11, PER SYMTOM/ TOP OFF FLUID AND ROADTEST OK

****

B MULTI-POINT VEHICLE INSPECTION AUTHORIZED BY CUSTOMER, TIRE PRESSURE READINGS: RF_____LF_____RR_____LR_____

MULTI-A MULTI-POINT VEHICLE INSPECTION AUTHORIZED BY CUSTOMER, TIRE PRESSURE READINGS:

RF_____LF_____RR_____LR_____

3508 CF 0.00 0.00

GBATT BATTERY CHECKED AND OK AT THIS TIME

3508 CF 0.00 0.00

GTIRE CHECKED TIRES OK 7/32 OR GREATER

3508 CF 0.00 0.00

GBK CHECKED BRAKES OK

3508 CF 0.00 0.00

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

B.A.R. #AG126349
E.P.A. #CA0000195214

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

(signature or initials)

"By law you may choose another facility to perform any needed repairs or adjustments which the smog check test indicates are necessary."

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PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.

STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

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

X

CUSTOMER SIGNATURE

CUSTOMER COPY

CUSTOMER #: 5838889

251061

INVOICE

Power Ford & Lincoln Tustin

#2 AUTO CENTER DR. · TUSTIN, CA 92782
(714) 832-3300
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[redacted]
IRVINE, CA [redacted]
[redacted] CONT:N/A
BUS: CELL:

PAGE 2

SERVICE ADVISOR: 3652 RAUL RODRIGUEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	FORD EDGE	2FMDK3JCXA[redacted]		22693/22694	T424

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10 DD			17:00 17OCT11			CASH	21OCT11

R.O. OPENED	READY	OPTIONS:
13:05 17OCT11	14:51 21OCT11	DLR:05414 ENG:3.5_Liter

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
22693	QCM	000	QCM				

****

THANK YOU FOR YOUR BUSINESS. IF YOU ARE NOT COMPLETELY SATISFIED FOR ANY REASON , CONTACT SERVICE DIRCETOR CARL SLATES

B.A.R. #AG126349
E.P.A. #CA0000195214

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(signature or initials)

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STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

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

X
CUSTOMER SIGNATURE

CUSTOMER COPY

.OLN | MERCURY

EXTENDED SERVICE PLAN — Genuine Ford ESP ☐ Yes ☐ No

Owner Advantage Rewards — Member #: ____ Service Balance: ____

ılti-Point Inspection Report Card as Recommended by Ford Motor Company

[redacted]

Today's Date: ____ RO/Tag: ____ State Inspec. Month: ____

Make/Model/Year: ____ Mileage: ____

VIN #: Edge Plate #: ____

.s: Keith 251061

SCHEDULED MAINTENANCE ITEMS DUE*

	SERVICED	DUE	SERVICED
[redacted]	☐	☐ Engine Air Filter ⌀	☐
☐ Oil Change & Filter ⌀	☐	☐ Engine Coolant	☐
☐ Tire Rotation ⌀	☐	☐ Transmission Fluid &/or Filter	☐
☐ Multi-Point Inspection	☐	☐ Cabin Air Filter ⌀	☐
☐ Fuel Filter	☐	☐ Spark Plugs ⌀	☐

*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owners Manual or visit www.genuineservice.com for vehicle specific maintenance requirements.

SYNC VEHICLE HEALTH REPORT (VHR)

VHR Activation ☐ Yes ☐ No ☐ N/A

LEGEND ⌀ May contribute to vehicle efficiency and promote a greener environment

■ Checked and OK at this time ☐ May require future attention ▨ Requires immediate attentio

CHECK FLUID LEVELS AND FILL

SERVICED

■ ▨ Oil and/or fluid leaks

OK	FILL		OK	FILL		OK	FILL	
☐	☐	Engine Oil	☐	☐	Power Steering	☐	☐	Transmission (if equipped with dipstick)
☐	☐	Brake Reservoir	☐	☐	Window Washer	☐	☐	Coolant Recovery Reservoir

BATTERY

SERVICED

State of Health: 0% — 100%

Battery Condition: ■ ☐ ▨

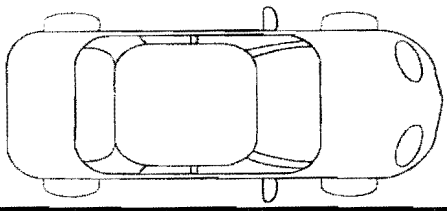
Factory spec cold cranking amps ____ Actual cold cranking amps ____

CHECK FOLLOWING SYSTEMS/COMPONENTS

■ ☐ ▨ Brake system (including lines, hoses, and parking brake) ⌀	☐
■ ☐ ▨ Shocks/struts and other suspension components for leaks and/or damage	☐
■ ☐ ▨ Steering, steering linkages and ball joints	☐
■ ☐ ▨ Exhaust system (leaks, damage, loose parts) ⌀	☐
■ ☐ ▨ Clutch operation (if equipped)	☐
■ ☐ ▨ Constant velocity (CV) drive axle boots (if equipped)	☐
■ ☐ ▨ Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)	☐
■ ☐ 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	☐
■ ☐ ▨ HVAC system and hoses/lines for leaks and/or damage	☐
■ ☐ ▨ Engine Cooling System, radiator, hoses and clamps	☐
■ ☐ ▨ Accessory drive belt(s)	☐

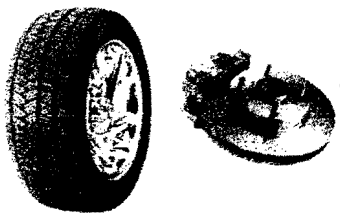
EXTERIOR BODY

Note any existing exterior body damage or defects on diagram



TIRE/BRAKE WEAR

TIRE TREAD	7/32" and greater	4/32" to 6/32"	
BRAKE LINING	Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)	3 to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm (Drum) or 2/32" to 3/32"	



TIRE WEAR INDICATES:	SERVICED
☐ Alignment check needed	☐
☐ Wheel balance needed	☐
☐ Tire repair needed	☐
☐ Brake measurements not taken this service visit	
TIRE RECALLS	
☐ Check for open tire recalls	

LEFT FRONT ⌀	SERVICED	RIGHT FRONT ⌀	SERVIC
■ ☐ ▨ Tire Tread Depth ____/32" Tire Age ____	☐	■ ☐ ▨ Tire Tread Depth ____/32" Tire Age ____	☐
■ ☐ ▨ Tire Wear Pattern/Damage	☐	■ ☐ ▨ Tire Wear Pattern/Damage	☐
■ ☐ ▨ Tire Pressure - set to factory recommended PSI	☐	■ ☐ ▨ Tire Pressure - set to factory recommended PSI	☐
■ ☐ ▨ Brake Lining ____ mm ____/32"	☐	■ ☐ ▨ Brake Lining ____ mm ____/32"	☐
LEFT REAR ⌀	SERVICED	**RIGHT REAR ⌀**	SERVIC
■ ☐ ▨ Tire Tread Depth ____/32" Tire Age ____	☐	■ ☐ ▨ Tire Tread Depth ____/32" Tire Age ____	☐
■ ☐ ▨ Tire Wear Pattern/Damage	☐	■ ☐ ▨ Tire Wear Pattern/Damage	☐
■ ☐ ▨ Tire Pressure - set to factory recommended PSI	☐	■ ☐ ▨ Tire Pressure - set to factory recommended PSI	☐
■ ☐ ▨ Brake Lining ____ mm ____/32"	☐	■ ☐ ▨ Brake Lining ____ mm ____/32"	☐
SPARE TIRE ⌀	SERVICED		
■ ☐ ▨ Tire Pressure - set to factory recommended PSI	☐		

Be sure to visit FordOwner.com today!

Comments: ____

Advisor: Rand Tech: 3638

Customer Signature: ____ 12-

#: 5838889

251806

INVOICE

Power Ford & Lincoln Tustin

#2 AUTO CENTER DR. · TUSTIN, CA 92782
(714) 832-3300
www.powerdirect.com

[redacted]
E, CA [redacted]

CONT:N/A
CELL:

PAGE 1

SERVICE ADVISOR: 3652 RAUL RODRIGUEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	FORD EDGE	2FMDK3JCXA[redacted]		23229/23270	T4032

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10 DD			17:00 31OCT11			CASH	03NOV11

R.O. OPENED	READY	OPTIONS:
09:38 31OCT11	09:24 03NOV11	DLR:05414 ENG:3.5_Liter

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A P09 DIAG OTHER TRANSMISSION CONCERNS DEALYED ENGAGEMENT AND INTERMITTENTLY JERKS OCCURS USUALLY ACCELERATING FROM A STOP OF GOING AROUND A CORNER ADVISE P09 2659 3636

CAUSE: ROADTEST VEHICLE. CHECK FLUID LEVEL AND CONDITION. . ECC TEST AND SYSTEM PASSED, SHIFTS NORMAL COLD AND HOT, ENGAGEMENT NORMAL. NO PROBLE F

P09 P09 DIAG OTHER TRANSMISSION CONCERNS
3508 WF (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
1126

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

23229 TRANS 000 ROADTEST VEHICLE. CHECK FLUID LEVEL AND CONDITION.. ECC TEST AND SYSTEM PASSED, SHIFTS NORMAL COLD AND HOT, ENGAGEMENT NORMAL. NO PROBLE FOUND AT THIS TIME

****

B H19 DIAG BRAKES-ABS WARNING LIGHT CONCERNS ABS TRACTION CONTROL SYSTEM TROUBLES INTERMITTENTLY GOINF AROUND A CORNED TRACTION CONTROL FEELS LIKE NOT WORKING FEELS SKIDING CONDITION CK AND ADVISE H19 2659 3636

CAUSE: ROAD TESTED, NO CODES AVAILABLE. TRACTION CONTROL IS OPERATING NORMALLY AT THIS TIME

2219D ANTI-LOCK BRAKE SYSTEM - DIAGNOSIS - L
3788 WF (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
4128

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

23229 ROAD TESTED, NO CODES AVAILABLE. TRACTION CONTROL IS OPERATING NORMALLY AT THIS TIME

B.A.R. #AG126349
E.P.A. #CA0000195214

"[illegible] notice and oral approval of [illegible] original estimated price."

signature or initials)

"[illegible] may choose another facility to perform any needed repairs or adjustments [illegible] smog check test indicates are necessary."

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE. ALL NEW REPLACEMENT PARTS AND LABOR HAVE A LIMITED WARRANTY FOR 12,000 MILES OR 12 MONTHS, WHICHEVER COMES FIRST.

PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.

STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

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

X
CUSTOMER SIGNATURE

CUSTOMER COPY

#: 5838889

251806

INVOICE

Power Ford & Lincoln Tustin

#2 AUTO CENTER DR. · TUSTIN, CA 92782
(714) 832-3300
www.powerdirect.com

[redacted]
E, CA [redacted]
[redacted] CONT:N/A
: CELL:

PAGE 2

SERVICE ADVISOR: 3652 RAUL RODRIGUEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	FORD EDGE	2FMDK3JCXA[redacted]		23229/23270	T403:

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10 DD			17:00 31OCT11			CASH	03NOV11

R.O. OPENED	READY	OPTIONS:
09:38 31OCT11	09:24 03NOV11	DLR:05414 ENG:3.5_Liter

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

C ENGINE HESITATES/SURGES WHEN ACCELERATING HESITATION DURING
ACCELERATION AND WHEN PUTS INTO GEAR CLUNKS IN REVERSE OR DRIVE
ADVISE 2659 3636 D36
CAUSE: ROAD TESTED VEHICLE MULTIPLE TIMES COLD,HOT,COLD SOAK,HOT
SOAK.NO OBVIOUS PROBLEM WAS DETECTED.ALL FUNCTIONS PASSED.NO
FAULT CODES PRESENT
12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
3686 WF (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
0785
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

23229 EECS TEST CHECKED FOR CODES CHECKED FUEL PRESSURE ALL WITHIN
SPCES NO FAULT CODES NO CHECK ENGINE LIGHT ON ROAD TESTED VEHICLE
MULTIPLE TIMES COLD,HOT,COLD SOAK,HOT SOAK.NO OBVIOUS PROBLEM WAS
DETECTED.ALL FUNCTIONS PASSED.NO FAULT CODES PRESENT.FUEL PRESSURES AND
COMPUTER DIAGNOSTICS WITHIN FATORY SPECS.TECHNICIAN SUGGEST TO CLIENT
SHOULD INTERMITTENT CONCERN REOCCUR IN FUTURE PLEASE CONTACT RAUL
DIRECT IN SERVICE DEPT TO ARRANGE APPOINTMENT FOR FUIURTHER EVALUATION
IF REQUIRED.THANK YOU TECH 3686.
****

D RENTAL CAR
CAUSE: .
RENTAL RENTAL CAR
3686 WF (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
0785
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

****

B.A.R. #AG126349
E.P.A. #CA0000195214

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

(signature or initials)

"By law you may choose another facility to perform any needed repairs or adjustments which the smog check test indicates are necessary."

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE. ALL NEW REPLACEMENT PARTS AND LABOR HAVE A LIMITED WARRANTY FOR 12,000 MILES OR 12 MONTHS, WHICHEVER COMES FIRST.

PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.

STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

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

X
CUSTOMER SIGNATURE

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CUSTOMER COPY

CUSTOMER #: 5838889

251806

INVOICE

Power Ford & Lincoln Tustin

#2 AUTO CENTER DR. - TUSTIN, CA 92782
(714) 832-3300
www.powerdirect.com

[redacted]

IRVINE, CA [redacted]
HOME: [redacted] CONT:N/A
BUS: CELL:

PAGE 3

SERVICE ADVISOR: 3652 RAUL RODRIGUEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	FORD EDGE	2FMDK3JCXA[redacted]		23229/23270	T4032

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
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R.O. OPENED	READY	OPTIONS:
09:38 31OCT11	09:24 03NOV11	DLR:05414 ENG:3.5_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
E MULTI-POINT VEHICLE INSPECTION AUTHORIZED BY CUSTOMER, TIRE PRESSURE READINGS: RF_____LF_____RR_____LR_____			
MULTI-A MULTI-POINT VEHICLE INSPECTION AUTHORIZED BY CUSTOMER, TIRE PRESSURE READINGS: RF_____LF_____RR_____LR_____			
3686 CF		0.00	0.00
GBATT BATTERY CHECKED AND OK AT THIS TIME			
3686 CF		0.00	0.00
GTIRE CHECKED TIRES OK 7/32 OR GREATER			
3686 CF		0.00	0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

****

THANK YOU FOR YOUR BUSINESS. IF YOU ARE NOT COMPLETELY SATISFIED FOR ANY REASON , CONTACT SERVICE DIRCETOR CARL SLATES

B.A.R. #AG126349
E.P.A. #CA0000195214

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

(signature or initials)

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STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

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

X
CUSTOMER SIGNATURE

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CUSTOMER COPY

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder File Report To A Folder

Download Options

Add Comments Previous Next Save Mail Report

Report Detail Section : View Details Attachments: 0

Report# :	AJSAL018 NHL			**Received:**	10/19/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,EDGE ,FWD ,SEL ,CUV ,2FMDK3JCXAB[redacted]			**Build Date:**	05/20/2010
Odometer :	3,600 M	**Engine:**	DURATEC 35	**Calibration:**	9Q11FW0A
Transmission:	6F50	**Axle:**	3.16 RATIO	**A/C:**	YES
Dealer:	USA 05414 Power Ford and Lincoln of Tust			**Phone#:**	(714) 832-3322
City:	Tustin	**State:**	California	**Country :**	USA

Originator: CLARK SARGIS

Symptom: 5 52 1 02 DRV PERF,STALLS/QUITS,AT IDLE,ALWAYS

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: INTERMITTENT STALL AT IDLE

Fix: **Causal Component :**

Condition Code:

Hotliner: MSCHOBE3 **Phone:** 000 317-9126 **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: CLARK SARGIS **Phone:** 714 832-3322 **Title Cde:** T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 10/19/2010 04:46PM MICHAEL SCHOBER MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER STATES INTERMITTENT STALL AT IDLE
IN DRIVE, NOT VERIFYED BY TECH DIAGNOSTICS: EEC CK ROAD TEST
OASIS PARTS REPLACED:: NO TECH QUESTION: WHAT TO DO WILL FORD
PAY FOR ANY TESTING PLEASE LIST ANY PERTINENT FREEZE FRAME DATA
NONE PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE. NONE

RECOMM 10/19/2010 04:46PM MICHAEL SCHOBER MSS - FCSD - TECH SVC HOTLINE
CLARK, RECOMMEND MONITORING MAFV, TPV, IAT, CHT, VPWR, LOAD%, FUEL
PRESSURE, CKP, OXYGEN SENSORS, FUEL TRIMS, ETC ACTUAL, AND ETC DESIRED
CLOSELY FOR CONCERNS. IF ALL PIDS READ NORMALLY BUT ETC ACTUAL AND ETC
DESIRED DIFFER BY 3 DEGREES OR MORE OR THROTTLEBODY OPERATION IS
ERRATIC INTERMITTENTLY, RECOMMEND REPLACING THE THROTTLEBODY ASSEMBLY
AND RETEST. PAST REPORTS HAVE INDICATED THE THROTTLEBODY AS A CAUSE OF
LOW RPM/IDLE STALLING CONCERNS THAT CAN OCCUR WITH LOW MILEAGE AND NO
CODES SETTING. IF OK, RECOMMEND VERIFYING PROPER TRANSMISSION FLUID
LEVEL/CONDITION, INSPECT THE EVAP CANISTER ASSEMBLY FOR RAW FUEL
INTRUSION, AND VERIFY PROPER VMV VALVE OPERATION (NO VACUUM PAST THE
VALVE KOER WITH THE VALVE COMMANDED OFF). IF THESE CHECKS PROVE OUT OK
WITH THE CONCERN UNABLE TO BE DUPLICATED, RECOMMEND INSTALLING A VDR
FOR FURTHER DIAGNOSIS DURING THE CONCERN. VERIFY WITH YOUR WARRANTY
ADMINISTRATOR FOR FORD APPROVED WARRANTY TIME PAID FOR DIAGNOSIS
DESPITE IF THE CONCERN IS NPF.

Download Options

AUDIT 07/02/2011 10:59AM
SYMPTOM 6 07 4 93 CHANGED TO 5 52 1 02 BY CS012093

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

[redacted]

FL

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

MICHAEL L. COHEN, ESQ.
LICENSED IN FLORIDA
EXTENSION: 1060
E-MAIL: MIKE@LEMONLAWINFO.COM

1803 S. AUSTRALIAN AVENUE, SUITE A
SUITE A, BIG OAK PROF. BLDG.
WEST PALM BEACH, FLORIDA 33409
PHONE: 561-640-3537
FAX: 877-570-5413

CORPORATE OFFICE:
2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-216-0365

PLEASE DIRECT ALL CORRESPONDENCE
TO CORPORATE OFFICE

November 15, 2011

Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

RE: [redacted] v. Ford Motor Company
NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client:	[redacted]
Vehicle:	11 Ford Focus
VIN:	1FAHP3FN2BW[redacted]
Date of purchase:	02/19/11
Our File No.:	FL11-10134

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Transmission;**
3. **Check engine light;**
4. **Electrical;**
5. **Loss of power;**
6. **Excessive days out of service.**

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
NOV 22 2011
OFFICE OF THE
GENERAL COUNSEL

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

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

Sincerely,

Mike Cohen, Esq.
Attorney at Law

CC: [redacted]

FORD of OCALA
OCALA/BELLEVIEW
INCORPORATED

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

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

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

BELLEVIEW LOCATION
10786 S.E. US HIGHWAY 441
BELLEVIEW, FL 34420-3442
(352) 245-9181
MV# 34433

OCALA LOCATION
2816 N.W. PINE AVE.
OCALA, FL 34475
(352) 732-4800
MV# 34432

BODY SHOP LOCATION
2240 N.W. PINE AVE.
OCALA, FL 34475
(352) 351-8888
MV# 34434

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

Adv: 146 DENNIS MOORE	Tag: 6346	License: [redacted]	1FAHP3FN2 B[redacted]	Page: 1	Invoice: W97859

Introduced By / **Driver/Owner Information**

[redacted]
OCALA, FL [redacted]
[redacted]

[redacted]
OCALA, FL [redacted]
[redacted]

For Office Use / **Vehicle Information**

Odometer In: 14231 Out: 14456	Dist: FMC WAR W I Prelim	11 FORD FOCUS SE 4DR SDN BLUE
		Stock#: 00110665

Begin: 08/27/11	Done: 09/07/11	Invoiced: 09/07/11 14:32 MO	Inservice: 02/19/11	Production: 09/08/10	Sold: 02/19/11

Customer Concern

		Operation	Tech	Units	Amount
Concern 51	CUSTOMER STATES TRANS JERKS DOWNSHIFTING				
Cause	MAIN CONTROL(VAALVES STICKING)	7000F	140	1.3	
Correction	OVERHAUL MAIN CONTROL				
51 - 1	AUTOMATIC TRANSMISSION - - DIAGNOSTIC PIN POINT TEST	7000F45	140	0.3	
51 - 2	AUTOMATIC TRANSMISSION GASKET OR OIL PAN - REMOVE AND INSTALL OR R	7191A	140	1.0	
51 - 3	EXTRA TIME FOR POST ROAD TEST. (AFTER REPAIR)	7191AXQ	140	0.2	
51 - 4	AUTOMATIC TRANSMISSION MAIN CONTROL VALVE BODY - REMOVE AND INSTAL	7191A1	140	0.3	
51 - 5	AUTOMATIC TRANSMISSION MAIN CONTROL VALVE BODY - OVERHAUL	7191A2	140	0.8	
Tech Notes	PERFORM ELECTRONIC TRANS DIAG NO DTC'S PRESENT ROADTEST WITH DATALOGGER IDS R AND I PAN R AND I MAIN CONTROL OVERHUAL MAIN CONTROL FOUND SHIFT VALAVE STICKING CLEANED CONTAMINATION/FLASHING OVERHAUL SOLENOID BODY REASSEMBLE REFILL POST ROADTEST RECEHCK OK AT THIS TIME				

Parts	Part Number	PO#	Note	Description	Qty	Sell
	SPO 8S4Z 7Z490 A			PLATE AND GASKET ASY	1	
	SPO YS4Z 7Z490 AA			PLATE	1	
	FMC XS4Z 7A098 AC			SCREEN ASY	1	
	FMC XT 10 QLVC			OIL - AUTOMATIC TRAN	10	
	CONCERN CD : P09					
	Repair Type 01 Visit 1					

TOTAL CHARGE FOR CONCERN 0.00

		Operation	Tech	Units	Amount
Concern 52	CUSTOMER STATES VEHICLE ACCELS TOO RAPIDLY WHEN INCREASE SPEED WITH CRUISE ON				
Cause	NPF DIAG AND SHEET	NPF	140	1.5	

CHARGE AUTHORIZED BY:

UCS©2004

CUSTOMER

FORD of OCALA
OCALA/BELLEVIEW INCORPORATED

(CHECK (✓) APPROPRIATE BOX)

CLAIM & REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

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

BELLEVIEW LOCATION
10786 S.E. US HIGHWAY 441
BELLEVIEW, FL 34420-3442
(352) 245-9181
MV# 34433

OCALA LOCATION
2816 N.W. PINE AVE.
OCALA, FL 34475
(352) 732-4800
MV# 34432

BODY SHOP LOCATION
2240 N.W. PINE AVE.
OCALA, FL 34475
(352) 351-6888
MV# 34434

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

Adv: 146 DENNIS MOORE	Tag: 6346	License: [redacted]	1FAHP3FN2 BW[redacted]	Page: 2	Invoice: W97859

Invoice To: [redacted] Driver/Owner: [redacted]

Invoiced: 09/07/11 14:32:11 MO — 11 FORD FOCUS SE 4DR SDN BLUE

Correction Tech Notes	NPF DIAG AND SHEET RUN OASIS CHECK TSB'S AND SSM'S NONE APPLY PERFORM ROADTEST WITH IDS DATALOGGER COMPARED WITH LIKE VEHICLE COULD NOT DUPLICATE ANY ABNORMAL CONCERNS AT THIS TIME CONCERN CD : A28 Repair Type 01 Visit 1	TOTAL CHARGE FOR CONCERN 0.00
Concern 53 Cause Correction Tech Notes	CUSTOMER STATES TRANS JERKING SHIFTING IN TO GEARS ADD ON AUTH G.BARTON NPF DIAG AND SHEET FILLED OUT SEE TECH COMMENTS PERFORM ELECTRONIC TRANS DIAG NO DTC'S PRESENT PERFORM ROADTEST WITH PID MONIOTR/DATALOGGER IDS RUN OASIS CHECK TSB'S AND SSM'S NONE APPLY COMPARED WITH LIKE VEHICLE NEVER DUPLICATED ANY ABNORMAL DOWNSHIFT COMING TO A STOP VERIFIED PASSING GEAR SHIFT FEEL. DEPENDING ON LOAD,ACCELERATION, SPEED AND WHAT DOWNSHIFT IS COMMANDED MAY FEEL SLIGHT DIFFERENCES IN PASSING GEARS DUE TO BANDS AND/OR CLUTCH PACKS ENGAGING OR DISENGAGING 4-3 DOWSHIFT WILL FEEL DIFFERENT THAN 3-2 DOWNSHIFT/ PASSING GEAR CONCERN CD : P09	Operation Tech Units Amount NPF 140 1.5
	Line Auth: CELENTLA 09/07/11 11:23 Repair Type 01 Visit 1	TOTAL CHARGE FOR CONCERN 0.00

Summary of Charges for Invoice W97859 — Payment Distribution for Invoice W97859

Attention: The following Invoices also exist
INT - INTERNAL

If you have any questions - please see DENNIS MOORE

Last Page

CHARGE AUTHORIZED BY:

UC8©2004 CUSTOMER

FORD of OCALA
OCALA/BELLEVIEW INCORPORATED

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

[illegible]

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

BELLEVIEW LOCATION
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BELLEVIEW, FL 34420-3442
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2816 N.W. PINE AVE.
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2240 N.W. PINE AVE.
OCALA, FL 34475
(352) 351-8888
MV# 34434

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

Adv: 146 DENNIS MOORE	Tag: 6278	License: [redacted]	1FAHP3FN2 BW[redacted]	Page: 1	Invoice: W97859

Invoice to	Driver/Owner Information
[redacted]	[redacted]
OCALA, FL [redacted]	OCALA, FL [redacted]
Cell: [redacted]	Cell: [redacted]

For Office Use		Vehicle Information
Odometer in: 14231 Out: 14245	Dist: FMC WAR W I Prelim	11 FORD FOCUS SE 4DR SDN BLUE
		Stock#: 00110665

Begin: 08/27/11	Done: 09/02/11	Invoiced: 09/02/11 12:45 MO	Inservice: 02/19/11	Production: 09/08/10	Sold: 02/19/11

Customer Concern

Concern 51	CUSTOMER STATES TRANS JERKS DOWNSHIFTING					Operation	Tech Units	Amount
Cause	MAIN CONTROL(VAALVES STICKING)					PERFORM	140 0.0	
Correction	OVERHAUL MAIN CONTROL							
Tech Notes	PERFORM ELECTRONIC TRANS DIAG NO DTC'S PRESENT ROADTEST WITH DATALOGGER IDS R AND I PAN R AND I MAIN CONTROL OVERHUAL MAIN CONTROL FOUND SHIFT VALAVE STICKING CLEANED CONTAMINATION/FLASHING OVERHAUL SOLENOID BODY REASSEMBLE REFILL POST ROADTEST RECEHCK OK AT THIS TIME							
Parts	Part Number		PO#	Note	Description	Qty	Sell	
	SPO	8S4Z	7Z490 A		PLATE AND GASKET ASY	1		
	SPO	YS4Z	7Z490 AA		PLATE	1		
	FMC	XS4Z	7A098 AC		SCREEN ASY	1		
	FMC	XT	10 QLVC		OIL - AUTOMATIC TRAN	10		
	CONCERN CD : P09							
	Repair Type 01 Visit 1							
						TOTAL CHARGE FOR CONCERN		0.00

Concern 52	CUSTOMER STATES VEHICLE ACCELS TOO RAPIDLY WHEN INCREASE SPEED WITH CRUISE ON	Operation	Tech Units	Amount
Cause	NPF DIAG AND SHEET	NPF	140 0.0	
Correction	NPF DIAG AND SHEET			
Tech Notes	RUN OASIS CHECK TSB'S AND SSM'S NONE APPLY PERFORM ROADTEST WITH IDS DATALOGGER COMPARED WITH LIKE VEHICLE COULD NOT DUPLICATE ANY ABNORMAL CONCERNS AT THIS TIME			
	CONCERN CD : A25			
	Repair Type 01 Visit 1			

CHARGE AUTHORIZED BY:

FORD of OCALA
OCALA/BELLEVIEW INCORPORATED

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$	$	$
PARTS	LABOR	TOTAL

Authorized Signature And Date

[illegible]

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

BELLEVIEW LOCATION
10786 S.E. US HIGHWAY 441
BELLEVIEW, FL 34420-3442
(352) 245-9181
MV# 34433

OCALA LOCATION
2816 N.W. PINE AVE.
OCALA, FL 34475
(352) 732-4800
MV# 34432

BODY SHOP LOCATION
2240 N.W. PINE AVE.
OCALA, FL 34475
(352) 351-8888
MV# 34434

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

Adv: 146 DENNIS MOORE	Tag: 6278	License: [redacted]	1FAHP3FN2 BW[redacted]	Page: 2	Invoice: W97859
Invoice to: [redacted]			Driver/Owner: [redacted]		
Invoiced: 09/02/11 12:45:10 MD			11 FORD FOCUS SE 4DR SDN BLUE		
			TOTAL CHARGE FOR CONCERN		0.00
Summary of Charges for Invoice W97859			Payment Distribution for Invoice W97859		

Attention: The following Invoices also exist
INT - INTERNAL

If you have any questions - please see DENNIS MOORE

Last Page

CHARGE AUTHORIZED BY:

UCS©2004 CUSTOMER

FORD of OCALA
OCALA/BELLEVIEW INCORPORATED

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

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

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

BELLEVIEW LOCATION
10786 S.E. US HIGHWAY 441
BELLEVIEW, FL 34420-3442
(352) 245-9181
MV# 34433

OCALA LOCATION
2816 N.W. PINE AVE.
OCALA, FL 34475
(352) 732-4800
MV# 34432

BODY SHOP LOCATION
2240 N.W. PINE AVE.
OCALA, FL 34475
(352) 351-8888
MV# 34434

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

Adv: 146 DENNIS MOORE	Tag: 6423	License: [redacted]	1FAHP3FN2 B[redacted]	Page: 1	Invoice: W99048

Invoice to	Driver/Owner Information
[redacted]	[redacted]
OCALA, FL [redacted]	OCALA, FL [redacted]
Cell [redacted]	Cell [redacted]

For Office Use	Vehicle Information
Odometer in: 15026 Out: 15277 Dist: FMC WAR C W I Prelim	11 FORD FOCUS SE 4DR SDN BLUE
	Stock#: 00110665

Begin: 09/15/11	Done: 09/22/11	Invoiced: 09/22/11 13:20 MO	Inservice: 02/19/11	Production: 09/09/10	Sold: 02/19/11

Customer Concern

		Operation	Tech	Units	Amount
Concern 24	CUSTOMER STATES PERFORM COURTESY MULTI POINT INSPECTION ATW & CAR WASH				
Cause	99P	99P	140	0.0	
Correction	PERFORM COURTESY MULTI POINT INSPECTION ATW & CAR WASH				
24-1	BATTERY GOOD	GBATT	140	0.0	
24-2	BRAKES INSPECTED AND OK ON THIS VISIT	GBK	140	0.0	
24-3	TIRES INSPECTED AND OK ON THIS VISIT	GTIRE	140	0.0	
Tech Notes	GBATT,GBK,GTIRE(TIRES HAVE ABNORMAL WEAR AND ROADNOISE) CONCERN CD : A99 Repair Type 01 Visit 1				
		TOTAL CHARGE FOR CONCERN			0.00

		Operation	Tech	Units	Amount
Concern 51	CUSTOMER STATES AFTER ENGINE HOT LOSES POWER, SPUTTERS, NO POWER, SVC ENG LIGHT WAS ON, SEE HISTORY				
Cause	COULD NOT DUPLICATE/NO PROBLE FOUND	CN	140	0.0	
Correction	COULD NOT DUPLICATE CUSTOMER CONCERN				
Tech Notes	RUN OASIS CHECK TSB'S AND SSM'S NONE APPLY CHECK FLUID LEVEL AND CONDITION(CLEAN AND FULL) PERFORM ELECTRONIC TRANS DIAG ROADTESTED VEHICLE OVER 5 SEPERATE TIMES FOR A TOTAL OF 251 MILES COULD NOT DUPLICATE ANY ABNORMAL CONCERNS AT THIS TIME CONCERN CD : E29 Repair Type 01 Visit 1				
		TOTAL CHARGE FOR CONCERN			0.00

Summary of Charges for Invoice W99048	Payment Distribution for Invoice W99048

CHARGE AUTHORIZED BY:

UCS©2004 CUSTOMER

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

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

BELLEVIEW LOCATION
10786 S.E. US HIGHWAY 441
BELLEVIEW, FL 34420-3442
(352) 245-9181
MV# 34433

OCALA LOCATION
2816 N.W. PINE AVE.
OCALA, FL 34475
(352) 732-4800
MV# 34432

BODY SHOP LOCATION
2240 N.W. PINE AVE.
OCALA, FL 34475
(352) 351-8888
MV# 34434

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

Adv: 146 DENNIS MOORE	Tag: 6423	License: [redacted]	1FAHP3FN2 BW[redacted]	Page: 2	Invoice: W99048
Invoice to [redacted]			Driver/Owner: [redacted]		
Invoiced: 09/22/11 13:20:19 MO			11 FORD FOCUS SE 4DR SDN BLUE		

Attention: The following Invoices also exist
CUS - CUSTOMERPAY INT - INTERNAL

If you have any questions - please see DENNIS MOORE

Last Page

CHARGE AUTHORIZED BY:

UCS©2001 CUSTOMER

FORD of OCALA
OCALA/BELLEVIEW INCORPORATED

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

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

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

BELLEVIEW LOCATION
10786 S.E. US HIGHWAY 441
BELLEVIEW, FL 34420-3442
(352) 245-9181
MV# 34433

OCALA LOCATION
2818 N.W. PINE AVE.
OCALA, FL 34475
(352) 732-4800
MV# 34432

BODY SHOP LOCATION
2240 N.W. PINE AVE.
OCALA, FL 34475
(352) 351-8888
MV# 34434

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

Adv: 146 DENNIS MOORE	Tag: 6548	License: [redacted]	1FAHP3FN2 B[redacted]	Page: 1	Invoice: W99911

Invoice to	Driver/Owner Information
[redacted]	[redacted]
OCALA, FL [redacted]	OCALA, FL [redacted]
[redacted]	Cell: [redacted]

For Office Use		Vehicle Information
Odometer in: 15702 Out: 15742	Dist: FMC WAR W I Prelim	11 FORD FOCUS SE 4DR SDN BLUE
		Stock#: 00110665

Begin: 09/29/11	Done: 10/13/11	Invoiced: 10/13/11 15:53 MO	Inservice: 02/19/11	Production: 09/08/10	Sold: 02/19/11

Customer Concern

		Operation	Tech	Units	Amount
Concern 51	CUSTOMER STATES SOMETIMES AFTER DECELL AND THEN ACCEL AGAIN TRANS FEELS LIKE SEARCHING FOR GEARS				
Cause	DIRECT CYL(LOOSING PRESSURE) DIRECT CLUTCHES BURNT	7000F	140	1.3	
Correction	OVERHAUL				
51-1	AUTOMATIC TRANSMISSION - - DIAGNOSTIC PIN POINT TEST	7000F45	140	0.3	
51-2	EXTRA TIME FOR POST ROAD TEST. (AFTER REPAIR)	7000AXQ	140	0.2	
51-3	EXTRA TIME TO MOUNT TRANSMISSION ON A BENCH FIXTURE	7000A2J	140	0.3	
51-4	AUTOMATIC TRANSMISSION ASSEMBLY - OVERHAUL	7000A2	140	3.5	
51-5	AUTOMATIC TRANSMISSION MAIN CONTROL VALVE (ASSEMBLY) - OVERHAUL	7000A13	140	0.8	
51-6	AUTOMATIC TRANSMISSION CONVERTER ASSEMBLY - CONTAMINATION INSPECTI	7000A4	140	0.2	
51-7	R AND I TRANS ASSY	7000A	140	4.8	
51-8	AUTOMATIC TRANSMISSION COOLER - CORE ASSEMBLY IN AIR CONDITIONER C	7000A48	140	0.8	
51-9	EXTRA TIME FOR DIAG	MT7000	140	2.0	
Tech Notes	PERFORM ELECTRONIC TRANS DIAG PERFORM PRESSURE TESTS AT IDLE P,N,D,2,1 60 R 80 AT WOT D,2,1 200 R 300 EEQ TEST DTC'S P0733,P0772,P0984 PERFORM PINPOINT TESTS A PER WSM CONTACT TECHNICAL HOTLINE CONTACT ID# 104863857 PERFORMED DATALOGGER PID WITH F$E(CHRIS HALL) PER TECHNICAL HOTLINE TEARDOWN UNIT R AND I 4F27E ATTACH TRANS TO BENCH FILLED OUT COST CAP TOOL(REPAIR) OVERHAUL 4F27E OVERHAUL MAIN CONTROL OVERHAUL DIFFERE				

CHARGE AUTHORIZED BY:

UCS62004 CUSTOMER

FORD of OCALA
OCALA/BELLEVIEW
INCORPORATED

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

[redacted]

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

BELLEVIEW LOCATION
10786 S.E. US HIGHWAY 441
BELLEVIEW, FL 34420-3442
(352) 245-9161
MV# 34433

OCALA LOCATION
2816 N.W. PINE AVE.
OCALA, FL 34475
(352) 732-4800
MV# 34432

BODY SHOP LOCATION
2240 N.W. PINE AVE.
OCALA, FL 34475
(352) 351-8888
MV# 34434

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

Adv: 146 DENNIS MOORE	Tag: 6548	License: [redacted]	1FAHP3FN2 BW[redacted]	Page: 2	Invoice: W99911

Invoice to: [redacted] Driver/Owner: [redacted]

Invoiced: 10/13/11 15:53:32 MO — 11 FORD FOCUS SE 4DR SDN BLUE

NTIAL ASSY PERFORM CONVERTER CONTAMINATION CHECK(PASS) EVAC
A/C REPLACE OIL TO AIR/CONDENSER ASSY RECHARGE A/C
REASSEMBLE REFLL POST ROADTEST AND POST ROADTEST WITH
FSE(CHRIS HALL) OK AT THIS TIME
HOTLINE REPORT # BI3BV011
FSE INVOLVED DUE TO ERRATIC PID AND WSM READINGS
CAUSE: DIRECT CYLINDER LOOSING PRESSURE/ CLUTCHES BURNT
NOTE: 2.0HRS M-TIME REQUESTED FOR EXCESSIVE DIAG AND
ROADTESTING WITH FSE CHRIS HALL

Parts

Part Number		PO#	Note	Description	Qty	Sell
FMC AS4Z	19712 A		NSTK	*CONDENSER ASY	1	
FMC 2S4Z	7153 AE		NSTK	*KIT - GASKET	1	
SPO 5S4Z	7222 B			BOOT - GEAR CHANGE L	1	
SPO Y5A2	7Z490 AA			PLATE	1	
SPO XS4Z	7B066 CB			PLATE - CLUTCH PRESS	1	
SPO 3S4Z	7B164 AA			PLATE ASY - DRIVE	4	
SPO 7S4Z	7D034 A			BAND ASY - TRANSM. I	1	
FMC XS4Z	7A099 AC			SCREEN ASY	1	
FMC 8S4Z	7DG21 A			PISTON AND SEAL - OV	1	
FMC XS4Z	7B442 DB			DRIVEN PLATE - STEEL	3	
SPO AS4Z	7F293 A			CYLINDER	1	
SPO 6S4Z	7Z490 A			PLATE AND GASKET ASY	1	
SPO XS4Z	7G494 AA			SOLENOID ASY	1	

CONCERN CD : P09

Repair Type 01 Visit 1

TOTAL CHARGE FOR CONCERN 0.00

Summary of Charges for Invoice W99911 — Payment Distribution for Invoice W99911

Attention: The following Invoices also exist
INT - INTERNAL

If you have any questions - please see DENNIS MOORE

Last Page

CHARGE AUTHORIZED BY:

UCS02004 CUSTOMER

FORD of OCALA
OCALA/BELLEVIEW INCORPORATED

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

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

BELLEVIEW LOCATION
10786 S.E. US HIGHWAY 441
BELLEVIEW, FL 34420-3442
(352) 245-9181
MV# 34433

OCALA LOCATION
2816 N.W. PINE AVE.
OCALA, FL 34475
(352) 732-4800
MV# 34432

BODY SHOP LOCATION
2240 N.W. PINE AVE.
OCALA, FL 34475
(352) 351-8888
MV# 34434

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

Adv: 146 DENNIS MOORE	Tag: 6641	License: [redacted]	1FAHP3EN2 BW[redacted]	Page: 1	Invoice: W02118

Invoice to	Driver/Owner Information
[redacted]	[redacted]
OCALA, FL [redacted]	OCALA, FL [redacted]
Cell: [redacted]	Cell [redacted]

For Office Use	Vehicle Information
Odometer in: 17087 Out: 17122 Dist: FMC WAR W I Prelim	11 FORD FOCUS SE 4DR SDN BLUE
	Stock#: 00110665

Begin: 11/01/11	Done: 11/01/11	Invoiced: 11/01/11 12:46 GR	Inservice: 02/19/11	Production: 09/08/10	Sold: 02/19/11

Customer Concern

		Operation	Tech	Units	Amount
Concern 51	CUSTOMER STATES VEHICLE TO BE INSPECTED BY FIELD SVC ENGINEER FOR TRANSMISSION ISSUES.				
Cause	VEHICLE INSPECTION PER FMC CUSTOMER STATES NO FURTHER PROBLEMS AT THIS TIME SINCE THE VEHICLE WAS OPERATING OK I ASKED IF SHE WOULD LIKE TO LEAVE CAR.	NWD	199	0.0	
Correction	NWD				
Tech Notes	. I ALSO RAN A KOEO (KEY ON ENGINE OFF) AND KOER (KEY ON ENGINE RUNNING) TESTS AND BOTH PASSED. I CHECKED MODE 6 DATA FOR ANY PARAMETERS OUT OF SPEC AND FOUND ALL TO BE IN ORDER. I ALSO CHECKED THE ETC (ELECTRONIC THROTTLE CONTROL) FOR DTCS AND FOUND NONE. I ROAD TESTED THE VEHICLE FOR APPROXIMATELY 30 MILES WHILE PERFORMING CITY AND HIGHWAY DRIVING AND MADE 3 RECORDINGS ALL NORMAL AT THIS TIME.				
	CONCERN CD : P0$				
	Repair Type 01 Visit 1	TOTAL CHARGE FOR CONCERN			0.00

Summary of Charges for Invoice W02118	Payment Distribution for Invoice W02118

Attention: The following Invoices also exist
INT - INTERNAL

If you have any questions - please see DENNIS MOORE

Last Page

CHARGE AUTHORIZED BY:

UCS©2004

CUSTOMER

All Action Details for Issue

Print

VIN: 1FAHP3FN2BW[redacted] **Year:** 2011 **Model:** FOCUS **Case:** 309542771
Name: MR[redacted] **Owner Status:** Original **WSD:** 2011-02-19
Symptom Desc: AUTO TRANS DOWNSHIFT GEAR JUMP-OUT **Primary Phone:** [redacted]
Reason Desc: CI - FLORIDA MVDN **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact:

Action: OPEN REGION CONTACT
Dealer: 02865 FORD OF OCALA, INC. **Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION
Odometer: 15026 MI **Comm Type:** INBOUND CUSTOMER MAIL
Analyst Name: ESPINOSA, TANYA **Analyst:** TESPINO2
Action Date: 10/04/2011 **Action Time:** 08.35.52.175 **Action Data:** Yes

Comments CUSTOMER STATES: TRANSMISSION JUMPS INTO GEAR AND JERKS THE CAR. THE ENGINE REVS UP WHILE TRANSMISSION IS NOT IN GEAR. HAPPENS WHEN SLOWING DOWN THEN GOING AGAIN.CUSTOMER SEEKS: FINAL RESOLUTION UNDER FLORIDA LEMON LAW.

Data Element Name	Data Value
REGION NUMBER	24
DATE OF LETTER (MM-DD-YYYY)	09-29-2011
DATE RECEIVED (MM-DD-YYYY)	09-30-2011
TIME RECEIVED (HH:MM)	15:02

Action: AWAITING ASSISTANCE - FIELD SERVICE ENGINEER
Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET **Origin Desc:** DEALER
Odometer: 15026 MI **Comm Type:** VISIT
Analyst Name: GREG BARTON **Analyst:** G-BARTON
Action Date: 10/06/2011 **Action Time:** 09.48.52.009 **Action Data:** No

Comments VEHICLE IS CURRENTLY HERE AND HOTLINE HAS BEEN CONTACTED VERRIFIED CONCERN CHRIS HALL IS HERE TODAY AND LOOKING AT TRANS WITH TECHNICIAN HE WAS HER FOR ANOTHER ISSUE AND WILL BE WORKING WITH US ON THIS ONE TODAY. TRANS IS DISASSEMBLED AND READY FOR INSPECTION.GREG BARTON //SD.

Action: UPDATE CONTACT STATUS
Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET **Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION
Odometer: 15026 MI **Comm Type:** OTHER
Analyst Name: ESPINOSA, TANYA **Analyst:** TESPINO2
Action Date: 10/06/2011 **Action Time:** 15.01.19.280 **Action Data:** No

Comments TFOAM SUBMITTED, CURRENTLY AWAITING AVAILABLE DATES FROM THE FSE.

Action: UPDATE CONTACT STATUS
Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET **Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION
Odometer: 15026 MI **Comm Type:** PHONE

Analyst Name: ESPINOSA, TANYA
Analyst: TESPINO2
Action Date: 10/06/2011
Action Time: 15.02.51.978
Action Data: No

Comments OBC TO THE CONSUMER, LEFT VM. ADVISED THE CONSUMER THAT WE WERE CALLING IN REGARDS TO THE FL MVDN THAT WAS SUBMITTED. ADVISED THE CONSUMER THAT WE WOULD LIKE TO DISCUSS THE CONCERNS. PROVIDED CONTACT INFORMATION.

Action: FOLLOW UP - OPEN
Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET
Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
Odometer: 15026 MI
Comm Type: PHONE
Analyst Name: ESPINOSA, TANYA
Analyst: TESPINO2
Action Date: 10/06/2011
Action Time: 15.03.00.684
Action Data: Yes

Comments DISCUSS CONCERNS

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-07-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: UPDATE CONTACT STATUS
Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET
Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
Odometer: 15026 MI
Comm Type: PHONE
Analyst Name: ESPINOSA, TANYA
Analyst: TESPINO2
Action Date: 10/06/2011
Action Time: 15.09.33.082
Action Data: No

Comments OBC TO THE CONSUMER, SPOKE TO JEFFREY SEILER. ADVISED THE CONSUMER THAT WE WERE CALLING IN REGARDS TO THE FL MVDN THAT WAS SUBMITTED. CONSUMER ADVISED THAT CURRENT MILEAGE IS 15,000. CONSUMER ADVISED THAT THE TRANSMISSION IS NOT FINDING THE GEAR. CONSUMER ADVISED THAT THIS TIME THAT IT IS IN, THE VEHICLE WOULD NOT GO INTO GEAR AND JUST REV UP. ADVISED THE CONSUMER THAT WE ARE AWARE THAT THE VEHCILE IS CURRENTLY AT THE DLRSHP. DVISED THE CONSUMER THAT IF THE DLRSHP CONTACTS THEM TO PICK UP THE VEHICLE, TO DO SO AS NORMAL. ADVISED THE CONSUMER THAT FMC WILL BE ARRANGING FOR OUR FSE TO BE SENT OUT TO THE DLRSHP TO COMPLETE AN FRA. ADVISED THE CONSUMER THAT ONCE THE FSE PROVIDES AVAILABLE DATES, WE WILL CONTACT THEM BACK TO SCHEDULE THE FRA. CONSUMER UNDERSTOOD.

Action: FOLLOW UP - OPEN
Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET
Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
Odometer: 15026 MI
Comm Type: PHONE
Analyst Name: ESPINOSA, TANYA
Analyst: TESPINO2
Action Date: 10/06/2011
Action Time: 15.09.50.255
Action Data: Yes

Comments PROVIDE AVAILABLE DATES

Data Element Name	Data Value

DATE OF FOLLOW UP:	10-10-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: UPDATE CONTACT STATUS

Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 15026 MI

Comm Type: OTHER

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 10/10/2011

Action Time: 13.31.42.497

Action Data: No

Comments CURRENTLY AWAITING AVAILABLE DATES FROM THE FSE

Action: FOLLOW UP - OPEN

Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 15026 MI

Comm Type: OTHER

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 10/10/2011

Action Time: 13.31.54.605

Action Data: Yes

Comments PROVIDE AVAILABLE DATES

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-11-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: UPDATE CONTACT STATUS

Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 15026 MI

Comm Type: PHONE

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 10/11/2011

Action Time: 12.40.44.832

Action Data: No

Comments OBC TO THE CONSUMER, LEFT VM. ADVISED THE CONSUMER THAT THE FSE IS AVAILABLE ON 10/25 OR 11/1/11 AT 9AM TO MEET WITH HIM AND TEST DRIVE THE VEHICLE, AND COMPLETE THE FRA. ADVISED THE CONSUMER TO PLEASE CONTACT US BACK WITH WHICH DATE IS BEST. PROVIDED CONTACTI NFORMATION. INBC FROM THE CONSUMER, SPOKE TO [redacted]. ADVISED THE CONSUMER THAT THE FSE IS AVAILABLE ON 10/25 OR 11/1/11 AT 9AM TO MEET WITH HIM AND TEST DRIVE THE VEHICLE, AND COMPLETE THE FRA. CONSUMER ADVISED THAT HE WILL CONTACT HIS WIFE AND GET BACK WITH US ON WHICH DATE IS BEST.

Action: FOLLOW UP - OPEN

Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 15026 MI

Comm Type: PHONE

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 10/11/2011

Action Time: 12.41.00.803

Action Data: Yes

Comments PROVIDE AVAILABLE DATE

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-12-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: UPDATE CONTACT STATUS
Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET
Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
Odometer: 15026 MI
Comm Type: PHONE
Analyst Name: ESPINOSA, TANYA
Analyst: TESPINO2
Action Date: 10/12/2011
Action Time: 11.05.16.218
Action Data: No

Comments INB VM FROM THE CONSUMER, CONSUMER REQUESTS TO HAVE THE FRA ON 11/1/11 AT 9AM. CONSUMER REQUESTING A CALL BACK TO CONFIRM.IBC FROM THE CONSUMER,SPOKE TO[redacted] ADVISED THE CONSUMER THAT WE DID RECEIVE HIS VM. ADVISED THE CONSUMER THAT WE ARE CALLING TO CONFIRM THE FRA DATE OF 11/1/11 AT 9AM. CONSUMER UNDERSTOOD. **FRA 11/1/11 AT 9AM**

Action: FOLLOW UP - OPEN
Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET
Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
Odometer: 15026 MI
Comm Type: PHONE
Analyst Name: ESPINOSA, TANYA
Analyst: TESPINO2
Action Date: 10/12/2011
Action Time: 11.05.25.974
Action Data: Yes

Comments CHECK FOR FRA STATUS

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-04-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET
Origin Desc: DEALER
Odometer: 15026 MI
Comm Type: VISIT
Analyst Name: GREG BARTON
Analyst: G-BARTON
Action Date: 10/15/2011
Action Time: 10.25.47.101
Action Data: No

Comments TRANSMISSION REPAIRS COMPLETED AND TEST DRIVEBY CHRIS HALL FSE ON 10/13/2011 ALL OK AT THIS TIME CUSTOMER PICKED UP VEHICLE THAT NIGHT.GREG BARTON //SD

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET
Origin Desc: DEALER
Odometer: 15026 MI
Comm Type: VISIT
Analyst Name: GREG BARTON
Analyst: G-BARTON
Action Date: 11/01/2011
Action Time: 10.58.52.140
Action Data: No

Comments VEHICLE IS HERE AND BEING INSPECTED BY FSE, CUSTOMER GIVEN LOANER.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET
Origin Desc: DEALER
Odometer: 15026 MI
Comm Type: VISIT
Analyst Name: GREG BARTON
Analyst: G-BARTON
Action Date: 11/02/2011
Action Time: 08.13.11.551
Action Data: No

Comments VEHICLE INSPECTED BY FSE DROVE WITH CUSTOMER AND DID FURTHER TESTING ONCE SHE LEFT IN LOANER PROVIDED BY DEALERSHIP HE DETERMINED VEHICLE IS OPPERATING AS DESIGNED.CLOSED OUT PAPERWORK AND RETURNED VEHICLE BACK TO CUSTOMER SAME DAY.GREG BARTON // SD.

Action: UPDATE CONTACT STATUS
Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET
Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
Odometer: 15026 MI
Comm Type: PHONE
Analyst Name: ESPINOSA, TANYA
Analyst: TESPINO2
Action Date: 11/04/2011
Action Time: 15.19.36.499
Action Data: No

Comments OBC TO THE DLRSHP, SPOKE TO SM GREG. ADVISED THE SM TO PLEASE FAX ALL THE ROS FOR THE CONSUMER ALONG WITH ALL THE RENTAL INVOICES. PROVIDED FAX NUMBER.

Action: FOLLOW UP - OPEN
Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET
Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
Odometer: 15026 MI
Comm Type: PHONE
Analyst Name: ESPINOSA, TANYA
Analyst: TESPINO2
Action Date: 11/04/2011
Action Time: 15.21.00.034
Action Data: Yes

Comments CALL CUSTOMER

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-08-2011
TIME OF FOLLOW UP (HH:MM):	17:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET
Origin Desc: DEALER
Odometer: 15026 MI
Comm Type: OTHER
Analyst Name: GREG BARTON
Analyst: G-BARTON
Action Date: 11/07/2011
Action Time: 11.20.32.144
Action Data: No

Comments TONYA,PLEASE E-MAIL FAX # FOR THE RO'S YOU NEED TRIED SEVERAL TIMES SATURDAY AS WELL AS TODAY UNBLE TO GET THE TO YOU AT THE # I HAVEGREG BARTON

Action: CLOSE REGION ISSUE
Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET
Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
Odometer: 15026 MI
Comm Type: PHONE
Analyst Name: ESPINOSA, TANYA
Analyst: TESPINO2
Action Date: 11/08/2011
Action Time:
Action Data: No

13.22.55.570

Comments OBC TO THE CONSUMER, SPOKE TO JEFFREY SEILER. ADVISED THE CONSUMER THAT WE WERE CALLING TO DISCUSS THE OUTCOME OF THE FRA. ADVISED THE CONSUMER THAT THE FSE FOUND THAT THE VEHICLE WAS OPERATING AS DESIGNED WITH NO CONCERNS PRESENT. CONSUMER ADVISED THAT HE IS AWARE OF THIS INFORMATION AND THAT THE VEHICLE IS CURRENTLY REPAIRS AND RUNNING FINE. CONSUMER ADVISED THAT HE DOES NOT FEEL THAT THE VEHICLE IS SAFE AND WILL BE PURSUING THE MATTER FURTHER. ADVISED THE CONSUMER THAT SINCE FMC HAS COMPLETED THE FRA, IF HE IS DISSATISFIED WITH THE OUTCOME, IT IS HIS RIGHT AS A CONSUMER TO PURSUE WHATEVER OTHER AVENUES HE IS SEEKING. CONSUMER UNDERSTOOD. CASE CLOSED.

Action: FOLLOW UP - CLOSE

Dealer: 02865 FORD OF OCALA, INC./MISC. FLEET

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 15026 MI

Comm Type: PHONE

Analyst Name: ESPINOSA, TANYA

Analyst: TESPINO2

Action Date: 11/08/2011

Action Time: 13.22.56.341

Action Data: No

Comments OBC TO THE CONSUMER, SPOKE TO JEFFREY SEILER. ADVISED THE CONSUMER THAT WE WERE CALLING TO DISCUSS THE OUTCOME OF THE FRA. ADVISED THE CONSUMER THAT THE FSE FOUND THAT THE VEHICLE WAS OPERATING AS DESIGNED WITH NO CONCERNS PRESENT. CONSUMER ADVISED THAT HE IS AWARE OF THIS INFORMATION AND THAT THE VEHICLE IS CURRENTLY REPAIRS AND RUNNING FINE. CONSUMER ADVISED THAT HE DOES NOT FEEL THAT THE VEHICLE IS SAFE AND WILL BE PURSUING THE MATTER FURTHER. ADVISED THE CONSUMER THAT SINCE FMC HAS COMPLETED THE FRA, IF HE IS DISSATISFIED WITH THE OUTCOME, IT IS HIS RIGHT AS A CONSUMER TO PURSUE WHATEVER OTHER AVENUES HE IS SEEKING. CONSUMER UNDERSTOOD. CASE CLOSED.

Ford Confidential

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 8

Report# :	BI3BV011 NHL			**Received:**	09/29/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2011,FOCUS (NA) ,SE ,4 DOOR ,SEDAN ,1FAHP3FN2BW[redacted]			**Build Date:**	09/08/2010
Odometer :	15,702 M	**Engine:**	2.0L 4V	**Calibration:**	AAU1BA0A
Transmission:	FN 4SPD	**Axle:**	3.34 RATIO	**A/C:**	YES
Dealer:	USA 02865 Ford of Ocala, Lincoln of Ocal			**Phone#:**	(352) 732-4800
City:	Ocala	**State:**	Florida	**Country :**	USA

Originator: MICHAEL PRITCHARD

Symptom: 4 42 7 00 ST/RN/MV,MOVING,UPSHIFT QUAL,UNKNOWN

Status:

VFG: V48 GOOD AUTOMATIC TRANSMISSION

Additional Symptom: ERRATIC SHIFTING

Fix: Y **Causal Component :** SUPPORT -- -????

Condition Code:

Hotliner: TNICKELL **Phone:** 313 317-9296 **Regn Cd:** S3 Orlando

Engineering: **Phone:** **TAR:** CLD

Dlr Contact: MICHAEL PRITCHARD **Phone:** 352 732-4800 **Title Cde:** T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 09/29/2011 12:04PM TIM NICKELL MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:AFTER DECELL THEN RE ACCELL VEHICLE ACTS LIKE IT SEARCHES FOR GEARS DIAGNOSTICS: PERFORM ROADTEST WITH PID MONITOR EEC TEST DTC'S P0733,P0772,P0984 IDS DATALLOGGER SSE PID WHEN IN ALL OTHER GEARS SHOWS OFF WITH VEHICLE RUNNING AND IN DRIVE POSITION SSE PID SHOWS ----- WITH JUST KEY ON AND VEHICLE IN DRIVE PID SHOWS OFF PERFORMED PPT A1 PCM COMMUNICATES GO TO PPT A2 5VOLTS SSE OFF AND BATT VOLT WITH SOL COMMANDED ON GO TO PPT A6 CHECK SSE OHMS AND IS AT 3.3 OHMS WSM THEN SAYS TO REFER TO DIAG BY SYMPTOM PARTS REPLACED:NONE AT THIS VISIT TECH QUESTION:UNDER DIAGNOSTICS ALREADY PERFORMED WHAT COULD POSSIBLY BE THE NEXT STEP TEARDOWN? OR IS IT A POSSIBLE PCM ISSUE LAST TIME VEHICLE WAS IN DROVE OVER 250 MILES TOTAL AND COULD NOT DUPLICATE NOW GET VEHICLE HOT AND RECEIVED 3 DTC'S WITH TEST RESULTS INCONCLUSIVE

RECOMM 09/29/2011 12:04PM TIM NICKELL MSS - FCSD - TECH SVC HOTLINE
MIKE, IF NO ELECTRICAL CONCERN WAS FOUND THEN THE DIRECT CLUTCH ITSELF WOULD BE SUSPECTED FOR THE P0733 DTC. SUGGEST YOU CHECK THE FLUID LEVEL AND CONDITION FOLLOWED BY REMOVING THE PAN TO CHECK FOR EXCESSIVE DEBRIS. IF FOUND OR IF THE FLUID IS BURNT, THEN DISASSEMBLY AND INSPECTION WOULD BE NECESSARY.

ADD-ON 10/10/2011 04:28PM CHRIS HALL(FSE) MSS - FCSD - REG - ORLANDO
FSE VISITING DEALER ON ANOTHER REQUEST AND WAS CALLED BY CRC STATING CUSTOMER HAS FILED LEMON LAW FOR THIS TRANS CONCERN.

AUDIT 10/10/2011 04:28PM CHRIS HALL(FSE) MSS - FCSD - REG - ORLANDO
TECH ASSIST REFERRAL HAS BEEN OPENED

ADD-ON 10/10/2011 04:53PM CHRIS HALL(FSE) MSS - FCSD - REG - ORLANDO
TECH FOUND DIRECT CLUTCH DAMAGE DUE TO SEALING RING WEARING INTO DRUM.

I HAVE ADVISED THE TECH TO REPLACE THE SUPPORT AND DIRECT DRUM AND RESEAL THE UNIT REPLACING ALL THE MOLDED PISTONS. THE TECH WAS CONCERNED WITH THE PINPOINT TEST BECAUSE SEE DOES NOT SHOW A % LIKE SSC AND SSD DO AND IT SHOWS FOR FIRST AND SECOND GEAR SSE ----- AND IN 3RD AND 4TH SHOWS OFF INSTEAD OF 0%. I CHECKED A LIKE VEHICLE AND THE PID READS THE SAME. THE PINPOINT TEST IS NOT NECESSARILY WRONG, BUT THE IDS PID DATA IS AND HOPEFULLY WILL BE RESOLVED NEXT VERSION.

ADD-ON **10/14/2011 08:28AM CHRIS HALL(FSE) MSS - FCSD - REG - ORLANDO**
VISITED DEALER YESTERDAY AND TEST DROVE VEHICLE APPROXIMATELY 30 MILES WHILE MONITORING PIDS AND MAKING RECORDINGS. I HAVE ATTACHED AN IDS SCREEN SHOT OF AN EVENT WITH 1-2-3-4 SHIFT. I USED LT,WOT AND MEDIUM THROTTLE SHIFTS WITH NO UPSHIFT OR DOWNSHIFT CONCERNS AND THE TECH REPLACED THE OTA AND THE TFT NEVER EXCEEDED 150 DEGREES. THE VEHICLE WILL BE RETURNED TO SERVICE.I WILL TRY TO NOTIFY THE IDS PEOPLE BEFORE WRITING A SPECS CASE FOR THE PINPOINT TEST BECAUSE SSE DOES NOT SHOW A % FOR THE PID AS IT ONLY SHOWS OFF OR --- AND IT IS A VARIABLE FORCE SOLENOID AND NOT AN ON OFF SOLENOID.

AUDIT **10/14/2011 08:28AM CHRIS HALL(FSE) MSS - FCSD - REG - ORLANDO**
TECH ASSIST REFERRAL HAS BEEN CLOSED

ADD-ON **11/01/2011 07:45PM CHRIS HALL(FSE) MSS - FCSD - REG - ORLANDO**
FL MVDNCUSTOMER STATES: TRANSMISSION JUMPS INTO GEAR AND JERKS THE CAR. THE ENGINE REVS UP WHILE TRANSMISSION IS NOT IN GEAR. HAPPENS WHEN SLOWING DOWN THEN GOING AGAIN. FRA SCHEDULED FOR 11/1.

AUDIT **11/01/2011 07:45PM CHRIS HALL(FSE) MSS - FCSD - REG - ORLANDO**
TECH ASSIST REFERRAL HAS BEEN REOPENED

ADD-ON **11/01/2011 08:02PM CHRIS HALL(FSE) MSS - FCSD - REG - ORLANDO**
FSE (FIELD SERVICE ENGINEER) MET WITH MRS. SEILER FOR THE FRA (FINAL REPAIR ATTEMPT)AND ASKED HER TO GO ON A ROAD TEST AND SHE AGREED. SHE STATED THE TRANSMISSION WAS DRIVING LIKE WHEN THE VEHICLE WAS NEW AND SHE HAS NOT HAD ANY CONCERNS SINCE THE LAST REPAIR. SHE STATED IT WAS OUT OF SERVICE OVER 30 DAYS AND WAS CONCERNED IT MAY HAPPEN AGAIN ONCE IT WAS OUT OF WARRANTY. I ADVISED HER THAT I BELIEVE THE VEHICLE HAS

AT LEAST A 5 YEAR 60,000 MILES POWERTRAIN WARRANTY, BUT I WOULD ADVISE OUR CALL CENTER TO SEE IF A COMPONENT LETTER IS POSSIBLE TO LENGTHEN THE TIME AND MILEAGE FOR THE TRANSMISSION. SINCE THE VEHICLE WAS OPERATING OK I ASKED IF SHE WOULD LIKE TO LEAVE THE VEHICLE (17,092 MILES) AND HAVE ME CHECK FOR LEAKS AND PROPER FLUID LEVEL AND PERFORM SOME RECORDINGS AND OTHER TESTS TO MAKE SURE EVERYTHING IS OK AND THAT SHE WOULD BE ABLE TO PICK IT UP TODAY AND SHE AGREED. ONCE SHE WAS IN HER RENTAL I CHECKED FOR MEMORY DTCS (DIAGNOSTIC TROUBLE CODES) AND FOUND NONE IN ANY MODULES. I ALSO RAN A KOEO (KEY ON ENGINE OFF) AND KOER (KEY ON ENGINE RUNNING) TESTS AND BOTH PASSED. I CHECKED MODE 6 DATA FOR ANY PARAMETERS OUT OF SPEC AND FOUND ALL TO BE IN ORDER. I ALSO CHECKED THE ETC (ELECTRONIC THROTTLE CONTROL) FOR DTCS AND FOUND NONE. I ROAD TESTED THE VEHICLE FOR APPROXIMATELY 30 MILES WHILE PERFORMING CITY AND HIGHWAY DRIVING AND MADE 3 RECORDINGS WHICH I REVIEWED ONCE BACK AT THE DEALER AND THERE IS NO SLIPPAGE IN ANY GEARS OR ON SHIFTS AND THE TFT (TRANS FLUID TEMP) RAN AT 140 F, WHICH IS WELL WITHIN SPECIFICATION. THE FLUID LEVEL IS FULL AND RED AND NO SIGNS OF ANY LEAKS ARE PRESENT. THE VEHICLE IS BEING RETURNED TO SERVICE WITH THE FINAL MILEAGE OF 17,122 MILES WITH NO REPAIRS BEING MADE AT THIS TIME AND ONLY TESTING AS THE VEHICLE IS OPERATING AS DESIGNED.

AUDIT **11/01/2011 08:02PM CHRIS HALL(FSE) MSS - FCSD - REG - ORLANDO**

TECH ASSIST REFERRAL HAS BEEN CLOSED

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

Requester: LBINGHAM
Report Summary
Server: FCWS686

Ford Proprietary, Private

23-Nov-2011
Retention: None

[redacted]

CT Corporation

Service of Process Transmittal

11/23/2010
CT Log Number 517648147

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

RE: **Process Served in Illinois**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:	[redacted], Pltfs. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Summons (2 sets), Return Form (2 sets), Jury Demand, Complaint, Affidavit(s)
COURT/AGENCY:	Jersey County - 7th Judicial Circuit Court, IL Case # 10LM74
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - Failure to correct and/or repair defects - Body and trim - Electrical system - Engine - Defective transmission - 2010 Ford Taurus - VIN# 1FAHP2KT6A[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Chicago, IL
DATE AND HOUR OF SERVICE:	By Process Server on 11/23/2010 at 10:30
APPEARANCE OR ANSWER DUE:	Within 30 days after service, not counting the day of service
ATTORNEY(S) / SENDER(S):	Krohn & Moss, Ltd 120 West Madison 10th Floor Chicago, IL 60602 312-578-9428
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 796481306820 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Thad DiBartelo 208 South LaSalle Street Suite 814 Chicago, IL 60604 312-345-4336

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

IN THE CIRCUIT COURT OF THE 7th JUDICIAL CIRCUIT

Jersey COUNTY, ILLINOIS

Paul [illegible] Everett Shackles

v.

Ford Motor Company

NO. 10 [illegible]

SUMMONS

To the defendant: Ford Motor Company c/o CT Corporation System
208 S LaSalle St, Suite 814, Chicago [illegible]

YOU ARE SUMMONED and required to file an answer in this case, or otherwise file your appearance, in the office of the clerk of this court Jersey County Courthouse, 201 W. Pearl [illegible] Jerseyville, Illinois, within 30 days after service of this summons, not counting the day of service. IF YOU FAIL TO DO SO, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.

(Insert name of building, room number, address, including city)

To the officer:

This summons must be returned by the officer or other persons to whom it was given for service, with indorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so indorsed. This summons may not be served later than 30 days after its date.

WITNESS November 15, 20 10.

(Seal of court)

Charles [illegible]
Clerk of court

[illegible]
Associate Circuit Clerk-Deputy

Name [illegible] Moss, Ltd.
Attorney for Plaintiff
Address [illegible] West Madison St., 10th Floor
City Chicago, IL 60602
Telephone (312) 578-9428

Date of service: _____, 20 ___.
(To be inserted by officer on copy left with defendant or other person)

PE13-003 001267LCPV

CT Corporation

Service of Process Transmittal

11/23/2010
CT Log Number 517648147

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

RE: **Process Served in Illinois**

FOR: Ford Motor Company (Domestic State: DE)

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

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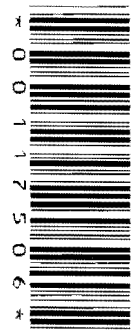
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - Failure to correct and/or repair defects - Body and trim - Electrical system - Engine - Defective transmission - 2010 Ford Taurus - VIN# 1FAHP2KT6AG[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Chicago, IL
DATE AND HOUR OF SERVICE:	By Process Server on 11/23/2010 at 10:30
APPEARANCE OR ANSWER DUE:	Within 30 days after service, not counting the day of service
ATTORNEY(S) / SENDER(S):	Krohn & Moss, Ltd 120 West Madison 10th Floor Chicago, IL 60602 312-578-9428
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 796481306820 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	C T Corporation System
PER:	Thad DiBartelo
ADDRESS:	208 South LaSalle Street Suite 814 Chicago, IL 60604
TELEPHONE:	312-345-4336

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

FORM 12 Circuit Court Summons

Byers Printing Company, Springfield, IL



IN THE CIRCUIT COURT OF THE 7th JUDICIAL CIRCUIT

Jersey COUNTY, ILLINOIS

[illegible]

v.

Ford Motor Company

NO. 16 [illegible]

SUMMONS

To the defendant: Ford Motor Company c/o CT Corporation System
208 S LaSalle St, Suite 814, Chicago [illegible]

YOU ARE SUMMONED and required to file an answer in this case, or otherwise file your appearance, in the office of the clerk of this court Jersey County Courthouse, 201 W. Pearl St., Jerseyville, Illinois, within 30 days after service of this summons, not counting the day of service. IF YOU FAIL TO DO SO, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.

(Insert name of building, room number, address, including city)

To the officer:

This summons must be returned by the officer or other persons to whom it was given for service, with indorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so indorsed. This summons may not be served later than 30 days after its date.

WITNESS November 15, 20 10.

(Seal of court)

Charles [illegible]
Clerk of court

[illegible]
Associate Circuit Clerk-Deputy

Name [illegible] & Moss, Ltd.
Attorney for Plaintiff
Address 1[illegible] West Madison St., 10th Floor
City Chicago, IL 60602
Telephone (312) 578-9428

Date of service: _____, 20 ___.
(To be inserted by officer on copy left with defendant or other person)

PE13-003 001269LCPV

IN THE CIRCUIT COURT OF THE 7th JUDICIAL CIRCUIT

Jersey COUNTY, ILLINOIS

Paula and Everett Shackles

v.

Ford Motor Company

NO. 10-LM-74

SUMMONS

To the defendant: Ford Motor Company c/o CT CORPORATION SYSTEM
208 S. LASALLE ST, SUITE 814, CHICAGO IL 60604

YOU ARE SUMMONED and required to file an answer in this case, or otherwise file your appearance, in the office of the clerk of this court Jersey County Courthouse, 201 W. Pearl St., Jerseyville
(Insert name of building, room number, address, including city)
Illinois, within 30 days after service of this summons, not counting the day of service. IF YOU FAIL TO DO SO, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.

To the officer:

This summons must be returned by the officer or other persons to whom it was given for service, with indorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so indorsed. This summons may not be served later than 30 days after its date.

WITNESS November 15, 2010.

(Seal of court)

Charles Huebener
Clerk of court

Karen
Associate Circuit Clerk-Deputy

Name Krohn & Moss, Ltd.
Attorney for Plaintiff
Address 120 West Madison St., 10th Floor
City Chicago, IL 60602
Telephone (312) 578-9428

Date of service: _____, 20 ___.
(To be inserted by officer on copy left with defendant or other person)

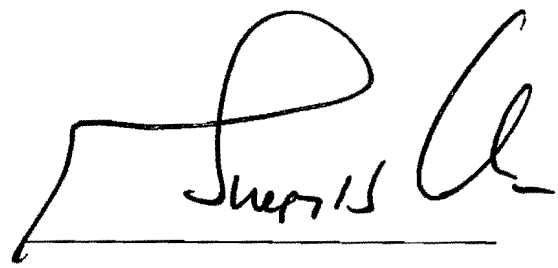
IN THE CIRCUIT COURT OF JERSEY COUNTY, ILLINOIS
SEVENTH JUDICIAL CIRCUIT

FILED
NOV 15 2010
CHARLES E. HUEBENER
CLERK OF THE CIRCUIT COURT
SEVENTH JUDICIAL CIRCUIT JERSEY COUNTY ILL

PAULA and EVERETT SHACKLES,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	No. 10-LM-74
	)	
FORD MOTOR COMPANY,	)	
	)	
Defendant.	)	

JURY DEMAND

The undersigned demands a jury trial.



Name KROHN & MOSS, LTD.
Attorney for PLAINTIFF
Address 120 WEST MADISON ST., 10TH FLOOR
City CHICAGO, IL 60602
Telephone 312/578-9428

FILED
NOV 15 2010
CHARLES E. HUEBENER
CLERK OF THE CIRCUIT COURT
SEVENTH JUDICIAL CIRCUIT JERSEY COUNTY ILL

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
JERSEY COUNTY, ILLINOIS

PAULA and EVERETT SHACKLES,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	No. 10-LM-74
	)	
FORD MOTOR COMPANY,	)	
	)	
Defendant.	)	

COMPLAINT

NOW COME Plaintiffs, PAULA and EVERETT SHACKLES, by and through their attorneys, KROHN & MOSS, LTD., and for their Complaint against Defendant, FORD MOTOR COMPANY, allege and affirmatively state as follows:

PARTIES

1. Plaintiffs, PAULA and EVERETT SHACKLES ("Plaintiffs"), are individuals who were at all times relevant hereto residing in the State of Illinois.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Illinois, County of Jersey, and is engaged in the manufacture, sale, and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Jerseyville Motor Company, Inc. ("Seller"). Manufacturer does business in all counties of the State of Illinois including Jersey County, and maintains offices in the County of Jersey, State of Illinois.

BACKGROUND

3. On or about November 28, 2009, Plaintiffs purchased from Seller a 2010 Ford Taurus ("Taurus"), manufactured by Manufacturer, Vehicle Identification No. 1FAHP2KT6AG119249, for valuable consideration (See copy of purchase documents, attached hereto as Exhibit "A").

4. The purchase price of the Taurus, excluding registration charges, document fees and sales tax, and collateral charges, such as bank and finance charges, totaled approximately $43,775.00.

5. Plaintiffs aver that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Taurus was not fit for its ordinary purpose of providing trouble free and reliable transportation.

6. In consideration for the purchase of the Taurus, Manufacturer issued and supplied to Plaintiffs its written warranty which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in Manufacturer's New Car Warranty booklet (See Manufacturer's Warranty Booklet, attached hereto as Exhibit "B").

7. On or about November 28, 2009, Plaintiffs took possession of the Taurus and shortly thereafter experienced the defects listed below.

8. The defects described below violate Manufacturer's warranty issued to Plaintiffs, as well as the implied warranty of merchantability.

9. Plaintiffs delivered the Taurus to Manufacturer, through its authorized dealership network on numerous occasions.

10. Plaintiffs aver that the Taurus has been subject to repair on multiple occasions for many and/or all of the same defects, and that the defects remain uncorrected.

11. Plaintiffs brought the Taurus to Seller and/or an authorized service dealer of Manufacturer for the following defects:

a. Defective body and trim as evidenced by chrome peeling on trim pieces;

b. Defective electrical system as evidenced by backup camera coming on while driving;

c. Defective engine as evidenced by lack of power and hesitation while driving;

d. Defective transmission as evidenced by illumination of the wrench light and loss of power to all systems resulting in the replacement of the transmission range sensor and solenoid body; and

e. Any additional complaints made by Plaintiff, whether or not they are contained in Defendant's records, on any dealer repair orders or otherwise.

12. Plaintiffs provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Taurus.

13. After a reasonable number of attempts and/or reasonable amount of time to cure the defects in Plaintiffs' Taurus, Manufacturer was unable and/or failed to repair the defects as provided in Manufacturer's warranty, thus causing Defendant's limited remedy to repair the Taurus to fail of its essential purpose.

14. Plaintiffs justifiably lost confidence in the Taurus's safety and reliability.

15. Said defects could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the Taurus.

16. As a result of the defects, Plaintiffs provided written notice to Defendant.

17. The Taurus remains in a defective and unmerchantable condition and continues to exhibit the above mentioned defects.

18. Plaintiffs have been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its express warranty and its failure to provide Plaintiffs with a merchantable Taurus.

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

19. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

20. Plaintiffs are purchasers of a consumer product who received the Taurus during the duration of a written warranty period applicable to the Taurus, and who are entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

21. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiffs.

22. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

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

24. Plaintiffs' purchase of the Taurus was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Taurus to repair or replace defective parts, or take other remedial action free of charge to Plaintiffs with respect to the Taurus in the event that the Taurus failed to meet the specifications set forth in Manufacturer's warranty.

25. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiffs and Manufacturer for the sale of the Taurus to Plaintiffs.

26. Said purchase of Plaintiffs' Taurus was induced by, and Plaintiffs relied upon, Manufacturer's written warranty.

27. Plaintiffs have met all of their obligations and preconditions as provided in Manufacturer's written warranty.

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

29. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. The diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
c. Such other and further relief that the Court deems just and appropriate.

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

30. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

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

32. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly and/or indirectly available to Plaintiffs.

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

34. Pursuant to 15 U.S.C. §2308, Plaintiffs' Taurus was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the Taurus was intended.

35. The Taurus was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the Taurus contained in the contracts and labels.

36. The above described defects in the Taurus renders the Taurus unmerchantable, and thereby not fit for the ordinary purpose for which the Taurus was intended and as represented by Manufacturer.

37. As a result of the breach of implied warranty by Manufacturer, Plaintiffs are without the reasonable value of the Taurus.

38. As a result of the breach of implied warranty by Manufacturer, Plaintiffs have suffered and continue to suffer various damages.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. The diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
c. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,
PAULA and EVERETT SHACKLES

By: _____
Attorney for Plaintiffs

KROHN & MOSS, LTD.
Attorneys for Plaintiffs
120 West Madison Street, 10th Floor
Chicago, Illinois 60602
(312) 578-9428

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
JERSEY COUNTY, ILLINOIS

PAULA and EVERETT SHACKLES,	)	
	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	No.
	)	
FORD MOTOR COMPANY,	)	
	)	
Defendant.	)	

SUPREME COURT RULE 222 AFFIDAVIT

NOW COME Plaintiffs, PAULA and EVERETT SHACKLES, by and through their attorneys, KROHN & MOSS, LTD., and pursuant to Supreme Court Rule 222 state as follows:

Plaintiffs' attorney, first being duly sworn on oath, deposes and states as follows:

1. That I am one of the attorneys representing Plaintiffs with regard to the above-captioned matter.

2. I have personal knowledge regarding the facts and circumstances of the above-captioned matter.

3. Plaintiffs in this case seek money damages less than $50,000.00.

4. Upon information and belief, I value the claim of Plaintiffs to be less than $50,000.00.

5. Further Affiant sayeth naught.

By:_____
Attorney for Plaintiffs

EXHIBIT A

JERSEYVILLE MOTOR CO., INC.

1205 S. STATE STREET • P.O. BOX 339
JERSEYVILLE, ILLINOIS 62052
PHONE: (618) 498-2139 or 462-3673

FORD

FORD MERCURY

PURCHASER'S NAME: EVERETT & PAULA SHACKLES
SOC. SEC. NO.:
DATE: 11-28-09
PURCHASER'S ADDRESS: 711 CROSS AVE
D/O/B:
RESIDENCE PHONE: 639 9332
CITY, STATE & ZIP: JERSEYVILLE IL 62052
LIC. NO.:
BUSINESS PHONE:

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER FOR THE FOLLOWING: ☐ NEW ☑ CAR ☐ USED ☐ TRUCK ☐ DEMO ☐

STOCK NO. 1617

YEAR 2010 MAKE FORD MILEAGE
MODEL OR SERIES TAURUS BODY TYPE 4DR
COLOR RED TRIM SHO
M.V.I. OR SER. NO. 1FAHP2KT6AG119249 ENG. TYPE
TO BE DELIVERED ON OR ABOUT SALESMAN DD

IF A NEW VEHICLE SALE . . .
The only warranties applying to this vehicle are those offered by the manufacturer.

IF USED VEHICLE SALE - CHECK APPROPRIATE BOX

☐ **AS IS:** this Vehicle is sold "as is" by us. This motor vehicle is sold as is without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle.

OR

☐ The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this order form.

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY

"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

USED VEHICLE TRADED IN AND / OR OTHER CREDIT

YEAR 2008 MAKE OF TRADE-IN FORD MILEAGE
MODEL OR SERIES F150 BODY TYPE SUPERCREW
COLOR BLK TRIM HARLEY DAVIDSON
M.V.I. OR SER. NO. 1FTRW14548FA82311 ENG. TYPE
Balance Owed To: OLIN COMMUNITY CU
Address:

Used Trade-In Allowance	$ 37075	00
Balance Owed on Trade-In 12/18	47554	16
Net Allowance on Used Trade-In	$ <10479	16>
Deposit or Credit Balance 33056 DIRECT DEPOSIT	750	00
Cash With Order 11736 Bonus Cash	$ 1000	00
TOTAL CREDIT (Transfer to Right Column)	$ <8729	16>

MEMO:

CASH DELIVERED PRICE OF VEHICLE	$	
MSRP	43775	00
ADDITIONAL EQUIPMENT (Options)	$	
DIFF	6700	00
OLIN COMMUNITY CU		
72 @ $880.20		
Cash Price of Vehicle & Accessories	$ 43775	00
STATE AND LOCAL TAXES (If any)	421	88
Documentary Fee	50	00
License, License Transfer, Title, Registration Fee	144	00
TOTAL PRICE OF UNIT	$ 44390	88
[illegible]	[illegible]	[illegible]
UNPAID CASH BALANCE DUE ON DELIVERY	$ 53120	04

Purchaser agrees that his Order on the face and reverse side hereof and any attachments hereto includes all the terms and conditions, that this Order cancels and supersedes any prior agreements and as of 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 the Order. IF A DOCUMENTARY FEE OR PREPARATION CHARGE IS MADE, YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC SERVICE PERFORMED. Dealers may not charge customers for services which are paid for by the manufacturer.

Accepted By: 11/28/09 [signature] — Date / Dealer or His Authorized Representative
11-28-09 [signature] — Date / Purchaser's Signature

COMPLETE

"THANK YOU WE APPRECIATE YOUR BUSINESS"
RETAIL ORDER FOR A MOTOR VEHICLE

REV. 10/1/86

IF A CREDIT SALE, REQUIRED INFORMATION

RETAIL INSTALLMENT CONTRACT – MOTOR VEHICLE – SIMPLE INTEREST

No.

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of .00
6.59 %	$ 3754.36	$ 53620.04	$ 63374.40	$ 63374.40

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
72	$ 880.20	monthly beginning 01/12/2010
	$ N/A	

Security: You are giving a security interest in the goods being purchased and in any moneys, credits or other property of yours in the possession of the Assignee, on deposit or otherwise.

Late Charge: If any payment is ten (10) days late, you will be charged: i) 5% of the installment if the installment is in excess of $200.00; or ii) $10.00 if the installment is for $200.00 or less.

Prepayment: You have the right to prepay the unpaid balance in full or in part at anytime without penalty. See your contract terms below and on the reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and further information about security interests.

Itemization of Amount Financed

Cash Price	$ 43775.00
Less Cash Downpayment	$ 1750.00
Value of Trade-In Trade $ 37075.00	
Lien Payoff $ 27554.16	
To: Net Trade	$ 10479.16
Amounts Paid on Your Account	
Unpaid Balance of Cash Price	$ 43775.00
Amount Paid to Others for You *WE MAY BE RETAINING A PORTION OF THIS AMOUNT	
Unpaid Balance Due on Trade-In 08 Ford F150	$
Year, Make, Model of Buyer's Trade-In (Paid to)	
*Insurance Companies:	
	$ N/A
	$ N/A
GAP COVERAGE	$ 500.00
Public Officials (Licenses, Title & Taxes)	$ 565.88
*Paid to ERT Service Provider for Optional ERT Fee	$ N/A
To *DOC FEE	$ 50.00
To	$ N/A
To	$ N/A

[redacted] JERSEYVILLE, IL [redacted]

(Name(s)) (Residence Address) (City) (State) (Zip)

Seller JERSEYVILLE MOTOR CO., INC. 1205 S. STATE JERSEYVILLE IL 62052

(Corporate Firm or Trade Name) (Business Address) (City) (State) (Zip)

Seller hereby sells and Buyer or Buyers, jointly and severally, hereby purchase the following motor vehicle with accessories and equipment thereon for the deferred payment price and on the terms set forth in this contract. Buyer acknowledges delivery and acceptance of said motor vehicle in good condition.

New or Used	Year	Make of Vehicle	Model	Body Style	No. Cyl.	Serial Number	Body Color	Top Color	Key No.
NEW	2010	FORD	TAURUS	SH 4DR	6	1FAHP2KT6AG[redacted]	DG/RED		FA:00[illegible]

Buyer Promises to pay to the order of Seller at the offices of:

OLIN COMMUNITY CREDIT UNION 731 E. BETHALTO DR. (Assignee) located in **BETHALTO**, Illinois

the Amount Financed shown above together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid at the rate of 6.59 % per annum from date until maturity in 71 installments of $ 880.20 each and a final installment of $ 880.20, beginning on 01/12/2010, and continuing on the same day of each successive month thereafter until fully paid. All payments shall be applied first to accrued Finance Charge and the balance to principal. The Finance Charge has been computed on the scheduled unpaid balances of the Amount Financed on the assumption that all scheduled installments will be paid when due. Guarantor, if any, guarantees collection of all amounts due under this contract upon failure of the Seller to collect from the Buyer named herein.

SECURITY INTERESTS: Seller is granted a purchase-money security interest in the motor vehicle described above and all accessions under the Illinois Uniform Commercial Code until the Total of Payments and all future indebtedness for taxes, liens, repairs and insurance premiums advanced by holder hereunder are paid in full. Buyer grants assignee the right of set-off or lien on any moneys, credits or other property of Buyer in possession of the Assignee, on deposit or otherwise, excepting IRA or similar deposits. Seller is also granted a security interest in any premium rebates for insurance or service contracts, financed hereunder, in the proceeds of any insurance or service contract on the motor vehicle, and in the proceeds of any credit life and/or accident and health insurance financed hereunder, until all amounts due under this contract are paid in full.

ACCELERATION: Buyer agrees that (1) if Buyer shall default in the payment of any installment of the Total of Payments or any other indebtedness due hereon; or (2) Buyer shall fail to perform any agreement or warranty made by Buyer herein; or (3) if the motor vehicle shall be lost, stolen, substantially damaged, destroyed, sold, encumbered, removed, concealed, attached or levied upon; or (4) if the motor vehicle shall be seized or forfeited for violation of any law or ordinance, State, Federal or Municipal; or (5) a proceeding under any bankruptcy or insolvency statute shall be instituted by or against Buyer or Buyer's business or property, or Buyer shall make an assignment for benefit of creditors, or (6) if Buyer shall die or be adjudged incompetent; or (7) if holder shall, for reasonable cause, deem itself insecure; or (8) if Buyer shall fail to keep the motor vehicle fully insured for the entire term of this contract, the holder may declare all unpaid installments of the Total of Payments and all other indebtedness secured hereby immediately due and payable, without notice or demand.

REPAYMENT: THE BUYER MAY PREPAY IN FULL OR IN PART THE UNPAID BALANCE OF THE CONTRACT AT ANY TIME WITHOUT PENALTY.

DELINQUENCY CHARGE: If any payment is [illegible] days later [illegible] for $200.00 or less. In addition, Buyer agrees to pay reasonable attorneys' fees, costs and expenses incurred in the collection or enforcement of the debt or in realizing on the collateral. Buyer agrees to pay Finance Charges after maturity of the final installment or after acceleration upon default at the Annual Percentage Rate stated herein so long as there exists any uncured default hereunder, all without relief from valuation or appraisement laws.

INSURANCE AGREEMENT: Motor Vehicle Damage or Loss Insurance is required by Seller. **(Buyer may choose the person through whom the insurance is to be obtained. If such insurance is to be obtained through Seller, the cost for a term of** N/A **months will be $** N/A.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT

Credit Insurance is not required by Seller nor is it a factor in approval of the extension of credit. No credit insurance is to be provided unless the Buyer signs the appropriate authorization below. Group Credit Insurance is available for the term of the credit upon acceptance by insurer at the following costs:

Credit Life Insurance $ N/A Credit Disability Insurance $ N/A

I desire Credit Life Insurance.	I desire Credit Disability Insurance.	I DO NOT want Credit Life or Disability Insurance.
(Age of Insured) (Signature) (Date)	(Age of Insured) (Signature) (Date)	[redacted] 11-28-07 (Date)
(Age of Insured) (Signature) (Date)	(Age of Insured) (Signature) (Date)	[redacted] 11/28/07 (Date)

SEE REVERSE HEREOF FOR INFORMATION ON POSSIBLE REFUND OF CREDIT LIFE OR DISABILITY INSURANCE PREMIUM.

NOTICE OF PROPOSED GROUP CREDIT LIFE INSURANCE

If a charge is made above for credit life insurance and if such insurance is to be procured by assignee, the undersigned takes notice that the decreasing term insurance written under a Group Credit Life Insurance Policy is to be purchased on the life of the Buyer or Buyers who signed above requesting it, subject to acceptance by the insurer and issuance of a certificate by
(Insurer) (Home Office Address)

The amount of premium is shown above. The term of insurance will commence on the date of this contract and expire on the originally scheduled maturity date of the indebtedness. The initial amount of insurance will be equal to the initial indebtedness and will decrease as any payment is made on the indebtedness in an amount computed by multiplying the amount of the payment by the ratio of initial insurance over the initial indebtedness. The proceeds of any insurance paid will be applied to reduce or extinguish the indebtedness. If insurance is terminated prior to the scheduled maturity date of the indebtedness, any premium refund will be paid or credited promptly to the person entitled thereto. Refund formula is on file with the Director of Insurance and with creditor. All of the foregoing is subject to the provisions of the certificate of insurance to be issued.

Other insurance: N/A (Type of insurance), the cost for a term of N/A months will be $ N/A.

BUYER AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS RETAIL INSTALLMENT CONTRACT AND BE INCORPORATED HEREIN. If this contract evidences the sale of a used motor vehicle (1) Buyer acknowledges receipt of the original or a true copy of the "Buyer's Guide" form displayed by Seller on the side window of the used vehicle, and (2) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS USED VEHICLE IS A PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

DOCUMENTARY FEE: A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS $150. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF $150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

The Annual Percentage Rate may be negotiable with the Seller. If this Contract is assigned, Seller may retain or receive a portion of the Finance Charge.

NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the agreement you sign. 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge. Buyer acknowledged receipt of a fully completed copy of this contract executed by both Seller and Buyer. Guarantor, if any, acknowledged receipt of completed copies of this contract and of Explanation of Guarantor's Obligation.

CO-BUYER: A Co-Buyer is a person who agrees to be primarily responsible for paying the entire debt and who (1) actually receives the vehicle or (2) is a parent or spouse of the Buyer, or (3) will be listed as an owner on the vehicle's title. By signing below, (1) I confirm that I will actually receive possession of the vehicle or will use it, or that I am a parent or spouse of the Buyer, or that I will be listed as an owner on the vehicle's title; (2) I agree to be primarily obligated under this contract; and (3) I consent to the Creditor having a security interest in the vehicle.

Dated: _____

Buyer(s) acknowledges receipt of a fully completed and executed copy of this Contract.

RETAIL INSTALLMENT CONTRACT

Seller: JERSEYVILLE MOTOR CO., INC.

By: [signature] AGENT
TITLE

Guarantor _____

I hereby guarantee the collection of the above described amount upon failure of the seller named herein to collect said amount from the buyer named herein.

Buyer [redacted]

Buyer [redacted]

INSTRUCTIONS: If parent, spouse, or other person who is or will be listed as an owner on the vehicle's title is a co-buyer, sign above. Other co-signers, sign on the Guarantor line.

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BUYER'S COPY

Form IFI-26 (Rev. 1/08)

EXHIBIT B

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
11/19/2010 CLOSED	EVERETT SHACKLES DRP-VEHICLE REPURCHASE REQUEST	1FAHP2KT6AG119249 1409131450	2010 TAURUS	06
9/14/2010 CLOSED	EVERETT SHACKLES CLP - IN - BUYBACK - UNABLE TO DUPLICATE	1FAHP2KT6AG119249 1409131450	2010 TAURUS	04
9/1/2010 CLOSED	EVERETT SHACKLES MISC INQUIRY - CHANGE OF ADDRESS	1FAHP2KT6AG119249 1409131450	2010 TAURUS	02
7/19/2010 CLOSED	EVERETT SHACKLES CLP - IN - FINANCIAL ASSISTANCE - AT RISK	1FAHP2KT6AG119249 1409131450	2010 TAURUS	04

Ford Confidential

All Action Details for Issue

Print

VIN: 1FAHP2KT6AG[redacted] **Year:** 2010 **Model:** TAURUS **Case:** 1409131450
Name: [redacted] **Owner Status:** Original **WSD:** 2009-11-28
Symptom Desc: EXT TRIM/ACCESSORY STRIPE/DECAL **Primary Phone:** [redacted]
Reason Desc: DRP-VEHICLE REPURCHASE REQUEST **Secondary Phone** [redacted]
Issue Type: 06 BBB AUTO LINE/DACO **Issue Status:** CLOSED

Action: OPEN - PENDING ELIGIBILITY
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 13452 MI **Comm Type:** MAIL
Analyst Name: GRESS,JEFF **Analyst:** J-GRESS1
Action Date: 09/28/2010 **Action Time:** 16.00.19.767 **Action Data:** No

Comments NEW CASE: FRD1026085. REPRESENTED BY GREGORY MOSS OF KROHN AND MOSS IL KY KS MN MO WI TX. PROBLEMS: BODY AND TRIM,ENGINE,ELECTRICAL.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 13452 MI **Comm Type:** MAIL
Analyst Name: PATTERSON, DONNA **Analyst:** D-PATT25
Action Date: 09/30/2010 **Action Time:** 21.00.33.780 **Action Data:** No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DRP
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 13452 MI **Comm Type:** OTHER
Analyst Name: PETERSON (LPETER58),LINDA **Analyst:** LPETER58
Action Date: 10/01/2010 **Action Time:** 07.36.50.366 **Action Data:** No

Comments ------ OPENED NEW CASE SENDING REPORTS

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 13452 MI **Comm Type:** OTHER
Analyst Name: PETERSON (LPETER58),LINDA **Analyst:** LPETER58
Action Date: 10/05/2010 **Action Time:** 11.12.17.844 **Action Data:** Yes

Comments ------ RECVD DLR REPORT AND RO'S FROM JERSEYVILLE FORD

Data Element Name	Data Value
DATE PAPERWORK REC'D	10-05-2010

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB
Origin Desc: CONSUMER AFFAIRS-DISPUTE

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. RESOLUTION PROGRAM
Odometer: 13452 MI **Comm Type:** OTHER
Analyst Name: PETERSON (LPETER58),LINDA **Analyst:** LPETER58
Action Date: 10/14/2010 **Action Time:** 11.23.36.362 **Action Data:** No

Comments ------ NO SETTLEMENT OFFER WAS PRESENTED WRITING FORD'S IN WRITING POSITION

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 13452 MI **Comm Type:** MAIL
Analyst Name: PATTERSON, DONNA **Analyst:** D-PATT25
Action Date: 10/14/2010 **Action Time:** 21.00.26.175 **Action Data:** No

Comments HEARING SCHEDULED ON 10/26/10 AT 10AM

Action: COMPANY REPORT SUBMITTED
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 13452 MI **Comm Type:** OTHER
Analyst Name: PETERSON (LPETER58),LINDA **Analyst:** LPETER58
Action Date: 10/19/2010 **Action Time:** 09.16.46.629 **Action Data:** Yes

Comments ------ SUBMITTED MRF TO THE BBB ON 10-15-10

Data Element Name	Data Value
CUSTOMER CONTACTED BY FORD	YES
REGION RESPONDED TO DSB E-MAIL (Y/N)	YES

Action: ARBITRATION-AWA DRS SPENDING
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 13452 MI **Comm Type:** OTHER
Analyst Name: PETERSON (LPETER58),LINDA **Analyst:** LPETER58
Action Date: 11/19/2010 **Action Time:** 11.22.30.883 **Action Data:** Yes

Comments ------ ARB RENDERED A DENIAL DECISION FOR THE CUST REQUEST FOR A REPURCHASE OR REPLACEMENT VEHICLE --- CASE CLOSED

Data Element Name	Data Value
ARBITRATOR NAME (LAST NAME, FIRST NAME)	MCCURDY TIMOTHY
DENIAL DECISION (Y=YES, N=NO)	Y
VEHICLE PAYMENT	
VEHICLE REIMBURSEMENT	
ESP (Y=YES, N=NO)	
PLAN NAME	
PLAN TIME	
PLAN MILEAGE	
RAV (Y=YES, N=NO)	

RAV TYPE
FURTHER REPAIR (Y=YES, N=NO)

Action: ARBITRATION DECISION-DENIAL
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 13452 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 11/19/2010 **Action Time:** 16.00.18.563 **Action Data:** No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

Ford Confidential

All Action Details for Issue

Print

VIN: 1FAHP2KT6AG[redacted] **Year:** 2010 **Model:** TAURUS **Case:** 1409131450
Name: [redacted] **Owner Status:** Original **WSD:** 2009-11-28
Symptom Desc: STALLS/QUITS ACCELERATION **Primary Phone:** [redacted]
Reason Desc: CLP - IN - BUYBACK - UNABLE TO DUPLICATE **Secondary Phone** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 09/02/2010

Action: TIER II ESCALATION - BUYBACK
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** US CONCERN CASE BASE
Odometer: 13000 MI **Comm Type:** PHONE
Analyst Name: CLARKE, KAMILAH **Analyst:** KCLAR113
Action Date: 09/01/2010 **Action Time:** 10.19.37.973 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
PAULA		SHACKLES	6189461338	SPOUSE

Comments CUSTOMER SAID: **STALL**VEH STALLS COMPLETELY ON HIGHWAY WHEN ACCELERATING**CUST STATES ISSUE HAS HAPPENED BEFORE**VEH HAS BEEN AT DEALER ABOUT 8 TIMES**STATES DEALER HAS HAD FORD ENGINEERS OUT TO WORK ON VEH AND ISSUE STILL PERSISTS**ISSUE HAS HAPPENED AGAIN TODAY**VEH WAS JUST TAKEN TO DEALER **CUST IS REQUESTING A BUYBACK**PLEASE CONTACT CALLER WRITER-PAULA SHACKLES-6189461338DEALER SAID: JERSEYVILLE MOTOR CO INC1205 S STATE STJERSEYVILLE IL 62052(618) 498-2139CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.**OBC TO DEALER****SPK WITH S/M-ANTHONY**VEH HAS NOT YET BEEN DIAGNOSED**STATES FROM PAST CUST COMPLAINED ABOUT A DRIVEABILITY ISSUE**HAS HAD FSE AND HOTLINE ASSISTANCE**CONCERN HAS NEVER BEEN DUPLICATED**THERE ARE CODES NOW IN THE VEH THAT ARE PULLING UP WHICH THEY HAVE NEVER BEEN ABLE TO PULL BEFORE**CRC ADVISED****ADVISED CUST OF ABOVE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 13000 MI **Comm Type:** PHONE
Analyst Name: PATTISON (CPATTIS2),CRAIG **Analyst:** CPATTIS2
Action Date: 09/02/2010 **Action Time:** 10.57.13.397 **Action Data:** No

Comments ***CSM CRAIG X7773***-NO ESP NO RECALLS-1 RELATED AWS CLAIM 16-JUN-10 9976 MILES REPLACED FUEL PUMP DRIVER MODULE -TECH HOT LINE REPORT AENA8009 NHL AS OF 7/12/10

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 13000 MI **Comm Type:** PHONE
Analyst Name: PATTISON (CPATTIS2),CRAIG **Analyst:** CPATTIS2
Action Date: 09/02/2010 **Action Time:** **Action Data:** Yes

15.39.50.945

Comments ***CSM CRAIG X7773*** -OBC TO DLR SM NOT IN SPOKE WITH SA KEVIN-THE VEHICLE WILL BE LOOKED AT SHORTLY-A PART HAD BEEN REC'D FOR A REPAIR-OBC TO CUSTOMER ADVISED WOULD LIKE TO SPEAK WITH HIM ON THE ISSUE-LEFT CONTACT INFORMATION-WILL F/U 9-3-10

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-03-2010
TIME OF FOLLOW UP (HH:MM):	18:30

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 13000 MI

Comm Type: PHONE

Analyst Name: PATTISON (CPATTIS2),CRAIG

Analyst: CPATTIS2

Action Date: 09/02/2010

Action Time: 17.48.17.174

Action Data: No

Comments ***CSM CRAIG X7773***-IBC TO CUSTOMER WHO STATES THE ISSUE OCCURS MAINLY AT HIGHWAY SPEEDS ON ACCEL CAN BE FROM MERGING IN TO TRAFFIC OR ACCELING FOR ONE CRUISING SPEED TO THE NEXT-SOMETIMES THE ENGINE LIGHT WILL COME ON OTHER TIMES WILL NOT.-CSM WILL CONTACT DLR FOR ACCOUNTING COPIES OF ROS FOR REVIEW-WILL F/U WITH THE CUSTOMER 9-8-10

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

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 13000 MI

Comm Type: PHONE

Analyst Name: PATTISON (CPATTIS2),CRAIG

Analyst: CPATTIS2

Action Date: 09/03/2010

Action Time: 18.04.22.498

Action Data: Yes

Comments ***CSM CRAIG X7773*** -OBC TO DLR WILL SEND ACCOUNTING COPIES OF ROS FOR WARRANTY WORK-OBC TO CUSTOMER ADVISED SAME WILL SPEAK TO HER 9-8-10

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-08-2010
TIME OF FOLLOW UP (HH:MM):	18:30

Action: TAR - REQUEST FOR TECHNICAL ASSISTANCE

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 13000 MI

Comm Type: PHONE

Analyst Name: PATTISON (CPATTIS2),CRAIG

Analyst: CPATTIS2

Action Date: 09/08/2010

Action Time: 15.54.23.776

Action Data: Yes

Comments -VEHILE IS HAVING INTERMITTENT LOSS OF POWER CONCERN ON ACCEL-CSM REQ TAR

Data Element Name	Data Value
APPROVER'S CDSID:	BWALLAC1
APPROVER'S NAME:	WALLACE,BRIAN

DAYS OUT OF SERVICE:	16
NUMBER OF PRIOR REPAIR ATTEMPTS:	1
INFORMATION OBTAINED FROM:	AWS
PRIOR NHL REPORT #:	AENA 8009
BODY CONVERSION:	STOCK
VEHICLE LOCATION (P&A CODE):	08109
DEALER NAME:	JERSEYVILLE MOTOR COMPANY, INC
PHONE AT VEHICLE LOCATION:	618-498-2139
DEALER CONTACT:	ANTHONY
CONTACT TITLE:	SERVICE MANAGER
STATUS OF VEHICLE LOCATION:	DEALER
DESCRIPTION OF VEHICLE CONCERN:	LOSS OF POWER

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

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 13000 MI

Comm Type: PHONE

Analyst Name: PATTISON (CPATTIS2),CRAIG

Analyst: CPATTIS2

Action Date: 09/08/2010

Action Time: 15.55.20.239

Action Data: Yes

Comments ***CSM CRAIG X7773*** -OBC TO DLR ADVISED THAT THE HAVE ONLY DONE REPAIRS ON 3 OCCASIONS AND HAD THE RESTOF THE TIME FOR TEST DRIVING TO TOTAL 16 DAYS-OBC TO CUST, CSM ADVISED THAT THAT AT TAR WOULD BE PUT IN ON THE VEHICLE-THE CUSTOMER DOES NOT FEEL SAFE IN THE VEHICLE-WILL F/U 9-13-10

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-13-2010
TIME OF FOLLOW UP (HH:MM):	18:30

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

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 13000 MI

Comm Type: PHONE

Analyst Name: PATTISON (CPATTIS2),CRAIG

Analyst: CPATTIS2

Action Date: 09/13/2010

Action Time: 17.39.03.760

Action Data: Yes

Comments -OBC TO DLR SPOKE WITH SA KEVIN-THE CAR HAS BEEN RETURNED TO THE CUSTOMER -THE FSE WAS AT THE DLR FRIDAY-WILL F/U WITH THE DLR 9-14-10

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-14-2010
TIME OF FOLLOW UP (HH:MM):	18:30

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 13000 MI

Comm Type: PHONE

Analyst Name: PATTISON (CPATTIS2),CRAIG

Analyst: CPATTIS2

Action Date: 09/14/2010

Action Time: 14.32.11.322

Action Data: No

Comments ***CSM CRAIG X7773*** -OBC TO SM ANTHONY-THE FSE DID TEST DRIVE THE VEH -FSE JOHN NEIL DROVE THE VEH FOR 24 MILES UNABLE TO DUPLICATE THE CONCERN. -NO CODES BEFORE OR AFTER TEST DRIVE

Action: CONCERN ADDRESSED

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 13000 MI

Comm Type: PHONE

Analyst Name: PATTISON (CPATTIS2),CRAIG

Analyst: CPATTIS2

Action Date: 09/14/2010

Action Time: 17.10.56.355

Action Data: Yes

Comments ***CSM CRAIG X7773*** -OBC TO DLR SM ANTHONY-FSE DID COME OUT AND TEST DRIVE THE VEH WITH IDS AND SM-UNABLE TO DUPLICATE THE CONCERN -OBC TO CW ADVISED FMC WILL NOT BUYBACK THE VEHICLE -CONTINUE TO MONITOR THE VEH IF THE SITUATION GETS WORSE OR CHANGES CONTACT THE DLR FOR A DIAG-CASE CLOSED NO FURTHER ACTION NEEDED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	96
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	Y
TECH HOTLINE CONSULTED? (Y/N)	Y
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

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All Action Details for Issue

Print

VIN: 1FAHP2KT6AG[redacted] **Year:** 2010 **Model:** TAURUS **Case:** 1409131450
Name: [redacted] **Owner Status:** Original **WSD:** 2009-11-28
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: 13000 MI **Comm Type:** PHONE
Analyst Name: CLARKE, KAMILAH **Analyst:** KCLAR113
Action Date: 09/01/2010 **Action Time:** 10.07.34.222 **Action Data:** No

Comments CUSTOMER PROFILE UPDATE

Ford Confidential

All Action Details for Issue

Print

VIN: 1FAHP2KT6AG[redacted] **Year:** 2010 **Model:** TAURUS **Case:** 1409131450
Name: [redacted] **Owner Status:** Original **WSD:** 2009-11-28
Symptom Desc: LOSS OF POWER CRUISE **Primary Phone:** [redacted]
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 05/26/2010

Action: TIER II ESCALATION - UD - LOANER RENTAL
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** US CONCERN CASE BASE
Odometer: 9100 MI **Comm Type:** PHONE
Analyst Name: RODRIGUEZ, BRYAN **Analyst:** BRODRI32
Action Date: 05/25/2010 **Action Time:** 11.21.52.244 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
PAULA		SHACKLES	6189461338	SPOUSE

Comments CUSTOMER SAID: -BEEN IN SHOP FOUR TIMES NOW AND DLR CANNOT FIND WHATS WRONG WITH IT-BEEN AT DLR SINCE THURSDAY OF LAST WEEK-KEEPS LOSING POWER ON HIGHWAY-I FEEL UNSAFE IN VEH AND I WANT TO KNOW MY OPTIONS-I DONT THINK I WANT THE VEH ANYMOREDEALER SAID: JERSEYVILLE MOTOR CO INC1205 S STATE STJERSEYVILLE IL 62052(618) 498-2139CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE**OBC TO DLR**-SPOKE TO S/M ANTHONY-CUST COMPLAIN OF LOSS OF POWER-I HAVE BEEN DRIVING VEH-BEEN IN CONTACT WITH HOTLINE -ENGINEER COMING OUT TOMORROW-WE CANNOT DUPLICATE THE CONCERN-BEEN HERE SINCE THURSDAY-WAS HERE FOR THE SAME REASON A WEEK AGO-WE PUT OVER 700 MI ON IT AND CANNOT DUPLICATE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** OTHER
Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2
Action Date: 05/26/2010 **Action Time:** 12.54.35.159 **Action Data:** No

Comments CCS JOLYNN X7409 REVIEWED CASE - AWS: NONE - ESP: NONE - GCQIS: AENA8009 NHL - TAR OPENED ON 5/21/2010 - NO FURTHER UPDATES IN REPORT

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER
Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2
Action Date: 05/26/2010 **Action Time:** 17.07.31.246 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
PAULA		SHACKLES	6189461338	SPOUSE

Comments REP SPOKE WITH CUST [redacted] - ADVISED CALLS ARE RECORDED - CALLING ABOUT CUST CONCERNS - WILL BE WORKING WITH JERSEYVILLE MOTORS - CUST ADVISED DLR HAS VEH NOW; WORKING ON IT - FSE INSTALLED VDR TODAY - DLR IS TO CALL HER TODAY - REP ADVISED WILL REVIEW WITH DLR AND CALL CUST TOMORROW 5/27 BEFORE 5:30 PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-27-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc**: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type**: OUTBOUND CALL TO DEALER
Analyst Name: LEGAULT , JOLYNN **Analyst**: JLEGAUL2
Action Date: 05/27/2010 **Action Time**: 13.26.45.813 **Action Data**: No

Comments REP LEFT MSG WITH FRONT DESK OPERATOR FOR SM ANTHONY TO CONTACT REP - LEFT CONTACT NUMBER

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc**: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type**: PHONE
Analyst Name: LEGAULT , JOLYNN **Analyst**: JLEGAUL2
Action Date: 05/27/2010 **Action Time**: 14.03.56.147 **Action Data**: No

Comments RECEIVED CALL FROM SM ANTHONY - FSE INSTALLED VDR - DROVE WITH VDR - CUST PICKED UP VEH WITH VDR YESTERDAY AND HAVE NOT YET HEARD FROM CUST - WILL REVIEW IN ONE WEEK WITH CUST IF SHE DOES NOT CALL WITH CAPTURES

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc**: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type**: PHONE
Analyst Name: LEGAULT , JOLYNN **Analyst**: JLEGAUL2
Action Date: 05/27/2010 **Action Time**: 14.03.56.365 **Action Data**: No

Comments RECEIVED CALL FROM SM ANTHONY - FSE INSTALLED VDR - DROVE WITH VDR - CUST PICKED UP VEH WITH VDR YESTERDAY AND HAVE NOT YET HEARD FROM CUST - WILL REVIEW IN ONE WEEK WITH CUST IF SHE DOES NOT CALL WITH CAPTURES

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc**: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type**: OUTBOUND CALL TO CUSTOMER
Analyst Name: LEGAULT , JOLYNN **Analyst**: JLEGAUL2
Action Date: 05/27/2010 **Action Time**: 14.08.18.286 **Action Data**: Yes

Comments REP SPOKE WITH CUST [redacted] - CONFIRMED CUST HAS VEH WITH VDR - JUST GOT ONE CAPTURE - CUST ADVISED DLR DID NOT TELL HER TO WAIT UNTIL SHE HAS A CERTAIN AMOUNT BUT SHE FIGURED THAT IT IS MORE DEPENDENT ON THE TYPE OF CONCERN, HOW BIG IT IS

- REP AGREED - ADVISED REP WAS INFORMED CONCERN USUALLY TOOK ABOUT A WEEK TO SHOW UP, ACCORDING TO CUST HISTORY WITH THIS ISSUE - REP WOULD LIKE TO CHECK WITH CUST IN ONE WEEK ON THURSDAY (6/3) TO REVIEW CUST PROGRESS - CUST AGREED AND THANKED REP

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-03-2010
TIME OF FOLLOW UP (HH:MM):	17:30

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

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 9100 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: LEGAULT , JOLYNN

Analyst: JLEGAUL2

Action Date: 06/03/2010

Action Time: 11.42.07.393

Action Data: Yes

Comments REP LEFT MSG FOR [redacted] ADVISING REP IS CALLING TO CHECK WITH CUST ON PROGRESS WITH THE FLIGHT RECORDER - ADVISED CUST TO CONTACT REP AND LEFT CONTACT NUMBER - REP WILL CALL CUST AGAIN ON WEDNESDAY 6/9 BEFORE 5:30 PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-09-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 9100 MI

Comm Type: OUTBOUND CALL TO DEALER

Analyst Name: LEGAULT , JOLYNN

Analyst: JLEGAUL2

Action Date: 06/09/2010

Action Time: 16.26.21.697

Action Data: No

Comments SM ANTHONY ADVISED CUST BROUGHT VEH IN ON THURSDAY - FSE REVIEWED AND DID NOT FIND ANYTHING - SENT RECORDINGS TO HOTLINE - PUT IN A FUEL PUMP DRIVER MODULE - CUST PICKED UP VEH LAST NIGHT WITH VDR ON AGAIN JUST IN CASE FURTHER CONCERNS ARISE - RANGE SWITCH FOR TRANS IS ON ORDER - ON BACKORDER FOR A COUPLE OF WEEKS - REP REQUESTED SM EMAIL REP PART NUMBER AND ORDER NUMBER TO REVIEW FOR ETRACKER AND ESCALATION

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

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 9100 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: LEGAULT , JOLYNN

Analyst: JLEGAUL2

Action Date: 06/09/2010

Action Time: 16.32.30.115

Action Data: Yes

Comments == OBC TO CUST [redacted] == SPOKE TO MRS. [redacted] == ADVISED OF UPDATED INFORMATION == THE CUST AGGRAVATED == SCHEDULED F/U FOR TUESDAY 06/15/2010 BY 5 PM EST ==

Data Element Name	Data Value

DATE OF FOLLOW UP: 06-15-2010
TIME OF FOLLOW UP (HH:MM): 17:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI
Comm Type: INBOUND EMAIL-OTHER
Analyst Name: LEGAULT , JOLYNN
Analyst: JLEGAUL2
Action Date: 06/11/2010
Action Time: 14.03.59.469
Action Data: No

Comments RECEIVED EMAIL FROM SM ANTHONY: "BACK ORDERED TRANS RANGE SENSOR PART # 9E9Z-7H557-B DOR-05211 FCSD-S29441"

Action: PARTS ESCALATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI
Comm Type: OTHER
Analyst Name: LEGAULT , JOLYNN
Analyst: JLEGAUL2
Action Date: 06/11/2010
Action Time: 14.07.44.479
Action Data: Yes

Comments REP INITIATED ETRACKER BASED ON INFORMATION FROM SM ANTHONY

Data Element Name	Data Value
PARTS DISTRIBUTION ETRACKER #:	9548349
PART NUMBER:	9E9Z7H557B
PART DESCRIPTION:	SENSOR ASY
CRS ESCALATION? (Y/N):	
WHY DELAYED?:	TRANSPORTATION DELAYS
IS CUSTOMER IN RENTAL VEHICLE? (Y/N):	

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI
Comm Type: INBOUND EMAIL-OTHER
Analyst Name: LEGAULT , JOLYNN
Analyst: JLEGAUL2
Action Date: 06/14/2010
Action Time: 15.11.20.391
Action Data: No

Comments ISSUE ID 9548349 HAS BEEN UPDATED: "THE MEMPHIS LVLC SHIPPED THE 1PC E-ORDER TO THE DEALER ON FRI 6/11 ON SHIPPER LO3120 , THE DEALER CAN CALL THE VIRTUAL TRAFFIC OFFICE AND GIVE THEM THIS SHIPPER NUMBER TO TRACK, PHONE IS 248.848.6159. (SDIMITRI) (14-JUN-2010 12:21 PM)"

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI
Comm Type: OUTBOUND CALL TO DEALER
Analyst Name: LEGAULT , JOLYNN
Analyst: JLEGAUL2
Action Date: 06/15/2010
Action Time: 13.52.11.862
Action Data: No

Comments REP LEFT MSG FOR SM ANTHONY REQUESTING CALL BACK TO DISCUSS CASE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** PHONE
Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2
Action Date: 06/15/2010 **Action Time:** 15.11.56.507 **Action Data:** No

Comments RECEIVED MSG FROM SM ANTHONY ADVISING TRANS RANGE SENSOR ARRIVED - CUST IS COMING IN TOMORROW FOR REPAIRS

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER
Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2
Action Date: 06/15/2010 **Action Time:** 15.14.48.670 **Action Data:** Yes

Comments REP LEFT MSG FOR [redacted] - REVIEWED INFORMATION FROM SM - CUST IS WELCOME TO CALL REP IF NEEDED - LEFT CONTACT NUMBER - WILL CALL AGAIN THURSDAY 6/17 BEFORE 5:30 PM EST TO ALLOW TIME FOR APPT AND REPAIRS

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-17-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** OUTBOUND CALL TO DEALER
Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2
Action Date: 06/17/2010 **Action Time:** 12.04.10.877 **Action Data:** No

Comments SM ANTHONY ADVISED THAT APPT WAS SCHEDULED FOR YESTERDAY - DROPPED VEH OFF ON TUESDAY NIGHT AND FOUND THAT VEH WAS IN HAIL STORM AND SUFFERED SOME BODY DAMAGE - DLR IS REVIEWING THE IDS AND WILL SEND INFORMATION TO HOTLINE AS SOON AS HE LOOKS AT THAT - DLR ALREADY PUT THE RANGE SENSOR IN - KEEPING THE VEH FOR THE BODY DAMAGE AND WILL CONTINUE TO WORK ON DRIVEABILITY ISSUES - CUST IS IN A LOANER VEH - WILL NEED UNTIL END OF WEEK NEXT WEEK AT THE SOONEST FOR REPAIRS TO THE BODY

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER
Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2
Action Date: 06/17/2010 **Action Time:** 12.09.09.940 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship

PAULA SHACKLES SPOUSE

Comments REP SPOKE WITH [redacted] - REMINDED CALLS ARE RECORDED - REP HEARD ABOUT THE HAIL STORM AND THE DAMAGE TO CUST VEH - TALKED WITH SM ANTHONY AND WAS INFORMED THAT THEY ARE WORKING ON THAT AS WELL AS THE CAPTURES IN THE VDR - WAS INFORMED BY SM THAT DLR WILL NEED VEH AT LEAST THROUGH THE END OF NEXT WEEK - CUST ADVISED SHE NEEDS TO WORK WITH INSURANCE FIRST BEFORE BODY REPAIRS CAN BE DONE - REP ADVISED CUST TO CALL SM ANTHONY TO DISCUSS THAT - CUST AGREED - ADVISED REP WILL WORK WITH DLR ON THE VDR CAPTURES AND WILL CALL CUST NEXT TUESDAY, 6/22, TO REVIEW PROGRESS - CUST THANKED REP

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-22-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: SERVICE APPOINTMENT SCHEDULED

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 9100 MI **Comm Type:** OUTBOUND CALL TO DEALER

Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2

Action Date: 06/22/2010 **Action Time:** 17.23.27.334 **Action Data:** No

Comments CALLED JERSEYVILLE MOTOR COMPANY, INC. - 618-498-2139 - SM ANTHONY ADVISED CUST WILL BE RETURNING FOR BODY WORK - FOR VDR, DLR FOUND TRANS RANGE SENSOR WAS ACTING UP - REPLACED THE TRANS RANGE SENSOR AND RELEASED VEH TO CUST - THIS WAS DONE ON WEDNESDAY LAST WEEK - HAVE NOT HEARD FROM CUST REGARDING THOSE CONCERNS - NOT SURE WHEN SHE IS RETURNING FOR THE BODY WORK

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

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 9100 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER

Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2

Action Date: 06/22/2010 **Action Time:** 17.28.27.686 **Action Data:** Yes

Comments CALLED [redacted] - ADVISED CALLS ARE RECORDED - WAS INFORMED CUST HAS VEH AFTER REPAIRS WITH VDR ON TO ENSURE REPAIRS - CUST ADVISED SO FAR SO GOOD - CUST WOULD LIKE TO TEST DRIVE THIS WEEK AND HOPEFULLY INSURANCE WILL BE STRAIGHTENED OUT TO TAKE VEH IN EARLY NEXT WEEK - REP ADVISED WILL CALL CUST ON MONDAY THEN TO ALLOW TIME FOR THAT - CUST THANKED REP

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-28-2010
TIME OF FOLLOW UP (HH:MM):	17:30

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

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 9100 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER

Analyst Name: LEGAULT ,

JOLYNN **Analyst:** JLEGAUL2
Action Date: 06/28/2010 **Action Time:** 13.25.21.398 **Action Data:** Yes

Comments CALLED [redacted] - ADVISED CALLS ARE RECORDED - CUST ADCISED THAT FLOOR IS SOAKED - NOT FROM HAIL DAMAGE - FLOOR BOARD IS THE ONLY THING THAT WAS WET - SHIFTING ISSUES A COUPLE OF TIMES TOO, SAME AS BEFORE - INSURANCE IS CLEARED UP BUT DLR SAID THAT IT IS GOING TO BE A COUPLE WEEKS BEFORE THEY CAN GET HER IN TO REPAIR THE HAIL DAMAGE - TRYING TO SET APPT WITH DLRSHP FOR THE OTHER CONCERNS BUT REALLY DOESN'T SEE WHY SHE SHOULD HAVE TO PUT UP WITH THIS ANYMORE - REP ADVISED WILL REVIEW THAT, BUT WILL NEED THE CONCERNS VERIFIED - WILL CALL SM ANTHONY TO REVIEW WHEN DLR CAN GET VEH IN AND WILL CALL CUST TOMORROW

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-29-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** OUTBOUND CALL TO DEALER
Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2
Action Date: 06/29/2010 **Action Time:** 11.44.42.623 **Action Data:** No

Comments CALLED JERSEYVILLE MOTOR COMPANY, INC. - 618-498-2139 - SM ANTHONY ADVISED VEH BACK AT DLRSHP - CHECKING WATER LEAK ISSUE, BRAKES, AND SHIFTING - SO FAR NO INFO AVAILABLE - WILL REVIEW FOR TIME DOWN

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER
Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2
Action Date: 06/29/2010 **Action Time:** 13.08.05.260 **Action Data:** Yes

Comments CALLED [redacted] - ADVISED CALLS ARE RECORDED - DLR IS WORKING ON DIAGNOSING THE VEH AND IF FOUND, REP CAN MOVE FORWARD - IF NO CONCERNS FOUND, THERE IS NOTHING MORE REP CAN DO - STILL LOOKING INTO THIS - WILL CALL CUST ON THURSDAY 07/01/2010 TO REVIEW PROGRESS - CUST UNDERSTOOD

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-01-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** OUTBOUND CALL TO DEALER
Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2
Action Date: 07/01/2010 **Action Time:** 14.21.42.678 **Action Data:** No

Comments REP LEFT MSG FOR SM ANTHONY REQUESTING CALL BACK TO REVIEW

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 9100 MI

Comm Type: OUTBOUND CALL TO DEALER

Analyst Name: LEGAULT , JOLYNN

Analyst: JLEGAUL2

Action Date: 07/01/2010

Action Time: 17.41.13.571

Action Data: No

Comments CALLED JERSEYVILLE MOTOR COMPANY, INC. - 618-498-2139 - SM ANTHONY NOT IN

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

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 9100 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: LEGAULT , JOLYNN

Analyst: JLEGAUL2

Action Date: 07/01/2010

Action Time: 17.43.41.892

Action Data: Yes

Comments CALLED [redacted] - ADVISED CALLS ARE RECORDED - ADVISED REP WAS UNABLE TO REACH DLR TODAY FOR UPDATES ON THE STATUS OF THE DIAGNOSIS - CUST ADVISED THAT DLR SO FAR WAS UNABLE TO FIND ANY CONCERNS AND CHANGED OUT THE WINDSHIELD - CUST HAS VEH - WILL BE DRIVING TO ENSURE NO ISSUES - REP SCHEDULED NEXT CALL APPT FOR WEDNESDAY 7/7 TO CHECK ON CONDITION OF VEH - CUST THANKED REP

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-07-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 9100 MI

Comm Type: OUTBOUND CALL TO DEALER

Analyst Name: LEGAULT , JOLYNN

Analyst: JLEGAUL2

Action Date: 07/02/2010

Action Time: 09.43.38.470

Action Data: No

Comments RECEIVED CALL FROM SM ANTHONY - BROUGHT VEH IN - CHECKED BRAKES AND TRANS - ALL OKAY - FOUND WATER LEAK - REPLACED WINDSHIELD - APPEARS TO TAKE CARE OF IT - REP ADVISED WILL BE KEEPING CASE OPEN TO ENSURE REPAIR WAS SUCCESSFUL - SM NOTED CUST WILL BE RETURNING END OF NEXT OR EARLY THE FOLLOWING WEEK TO ADDRESS INSURANCE REPAIRS - SM ADVISED VEH WAS IN FOR ABOUT 12 DAYS FOR DIAGNOSIS AND REPAIRS

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

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 9100 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: LEGAULT , JOLYNN

Analyst: JLEGAUL2

Action Date: 07/07/2010 **Action Time:** 13.31.59.786 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
PAULA		SHACKLES	6189461338	SPOUSE

Comments CALLED [redacted] - ADVISED CALLS ARE RECORDED - CALLING TO SEE IF THERE WERE ANY FURTHER CONCERNS WITH THE TAURUS - CUST ADVISED SO FAR NO FURTHER CONCERNS - CUST WOULD LIKE TO BE REIMBURSED FOR TIME DOWN STILL - REP CONFIRMED CUST MAKES MONTHLY PAYMENT - CUST ADVISED PAYMENT IS APROX $780/MONTH - REP REQUESTED CUST FAX STATEMENT TO 866.249.9472 (REP DIRECT FAX) - REP ADVISED WILL PROCESS ONE MONTH VEHPAY REFUND THROUGH JERSEYVILLE MOTOR - CUST ACCEPTED OFFER - REP ADVISED WILL CALL CUST IN ONE WEEK ON 7/14 TO REVIEW PROGRESS

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-14-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 9100 MI **Comm Type:** INBOUND CUSTOMER FAX

Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2

Action Date: 07/14/2010 **Action Time:** 13.16.20.728 **Action Data:** No

Comments REC'D FAX OF MONTHLY STATEMENT FROM CUST - REP VERIFIED COST OF MONTHLY PAYMENT $880.20

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 9100 MI **Comm Type:** OUTBOUND CALL TO DEALER

Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2

Action Date: 07/14/2010 **Action Time:** 13.18.21.400 **Action Data:** No

Comments CALLED ANTHONY MAHER (SM) AT JERSEYVILLE MOTOR COMPANY, INC. (618-498-2139) - WAS ADV BY DANA (OM) THAT SM NOT AVAILABLE UNTIL LATER AFTERNOON TODAY - REP ADVISED WILL CALL BACK

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 9100 MI **Comm Type:** OUTBOUND CALL TO DEALER

Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2

Action Date: 07/14/2010 **Action Time:** 15.19.14.128 **Action Data:** No

Comments CALLED JERSEYVILLE MOTOR COMPANY, INC. (618-498-2139) - DANA ADV THAT ANTHONY MAHER (SM) NOT AVAILABLE NOW UNTIL TOMORROW - REP ADV WILL CALL TOMORROW

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER
Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2
Action Date: 07/14/2010 **Action Time:** 15.20.30.998 **Action Data:** Yes

Comments CALLED [redacted] - ADV CALLING ABOUT THE REFUND - REP IS PROCESSING WITH THE DLRSHP AND SHOULD HAVE MORE INFO AVAILABLE ON MONDAY - WILL CALL AGAIN ON MONDAY 07/19 - CUST AGREED

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-19-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: PARTS ESCALATION - PART ARRIVAL
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** OTHER
Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2
Action Date: 07/14/2010 **Action Time:** 17.26.09.629 **Action Data:** Yes

Comments CLOSING PART ESCALATION - PART HAD ARRIVED ON 06/15

Data Element Name	Data Value
DATE OF PART ARRIVAL AT DEALERSHIP:	06-15-2010
FORD PART? (Y/N):	YES
AFTERMARKET PART? (Y/N):	
CUSTOMER OPTED OUT? (Y/N):	

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** OUTBOUND CALL TO DEALER
Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2
Action Date: 07/15/2010 **Action Time:** 10.43.49.968 **Action Data:** No

Comments CALLED ANTHONY MAHER (SM) AT JERSEYVILLE MOTOR COMPANY, INC. (618-498-2139) - RO# 90856 - LINE 1 - TOTAL $880.20 (VEHPAY REFUND) - PROGRAM CODE P11 - APPROVAL CODE M09RV

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** OTHER
Analyst Name: LEGAULT , JOLYNN **Analyst:** JLEGAUL2
Action Date: 07/19/2010 **Action Time:** 11.24.14.417 **Action Data:** No

Comments REVIEWED ACESII FOR STS OF PAYMENT- CLAIM PD ON 7/16/2010

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 9100 MI

Comm Type: OUTBOUND CALL TO DEALER

Analyst Name: LEGAULT , JOLYNN

Analyst: JLEGAUL2

Action Date: 07/19/2010

Action Time: 11.28.26.791

Action Data: No

Comments CALLED ANTHONY MAHER (SM) AT JERSEYVILLE MOTOR COMPANY, INC. (618-498-2139) - CHECK WILL BE MAILED TO CUST TODAY

Action: CONCERN RESOLVED

Dealer: 08109 JERSEYVILLE MOTOR COMPANY, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 9100 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: LEGAULT , JOLYNN

Analyst: JLEGAUL2

Action Date: 07/19/2010

Action Time: 11.29.55.881

Action Data: Yes

Comments CALLED [redacted] - REMINDED CALLS ARE RECORDED - CHECK IS BEING MAILED OUT TO CUST TODAY - REP ADV CUST TO CONTACT REP IF CONCERNS RETURN - CUST AGREED - CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	97
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	Y
--ESTIMATED REPAIR COST(@WARR RATES) ($)	880.20
--CUSTOMER'S SHARE OF REPAIR COST ($)	0
--DEALER'S SHARE OF REPAIR COST-P18 ($)	0
--DEALER'S SHARE OF REPAIR COST-OTHER($)	0
--FORD'S SHARE OF REPAIR COST-P11 ($)	880.20
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Ford Confidential

ACCEPTANCE OR REJECTION OF DECISION

Date: 11/18/10 Case Number: FRD1026085

Customer: [redacted] State: IL

Business: Ford Motor Company

Mfr-Info: 6700 IL 1FAHP2KT6AG[redacted]

Enclosed is the Arbitration decision in your case. We hope you have found the efforts of our staff and the volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision.

COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY

Note: If this form is not received at the CBBB office within 14 days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at 703.247.9700. We suggest you call your case specialist to confirm receipt.

Please check one of the following.

_____ I ACCEPT THE ARBITRATION DECISION. I understand this means:

* the business will be legally bound to abide by this decision; and,
* I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform according to the Arbitrator's decision or unless otherwise provided by state or federal law.

_____ I REJECT THE ARBITRATION DECISION. I understand this means:

* I may pursue other legal remedies under state or federal law;
* depending on federal or state law, the decision may be introduced as evidence by me or the business in any civil court action relating to any matter considered in this arbitration hearing;
* the business will not be obligated to perform any part of the decision; and,
* this will end Better Business Bureau involvement in my case.

Signature(s) of Titled Owner(s): _____

Date: _____

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

November 18, 2010

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

Re: FRD1026085 [redacted] vs Ford Motor Corporation 1FAHP2KT6AG[redacted]

Dear Madam/Sir:

Enclosed is the arbitrator's *Decision* and *Reasons for Decision* for your case.

The customer has been sent an *Acceptance/Rejection Form* and has 14 days to return the form to the BBB AUTO LINE. For good cause the BBB AUTO LINE may extend this time frame. We will notify you as soon as we know whether the customer has accepted or rejected the *Decision*.

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.334.2406.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

Denial Decision

Submitted Date: 11/17/10
FRD1026085
VIN: 1FAHP2KT6AG[redacted]
Customer: Ms [redacted] - Hearing Date: 10/26/10
Arbitrator: Timothy McCurdy

Question 1

The customer's request (Repair, Replacement, etc - listed below) is denied.

Repurchase

CASE: FRD1026085
Arbitrator: Timothy McCurdy

Customer: Ms [redacted]
Date: 11/17/10

Reasons for Decision

Submitted Date: 11/17/10
FRD1026085
VIN: 1FAHP2KT6AG[redacted]
Customer: Ms [redacted] - Hearing Date: 10/26/10
Arbitrator: Timothy McCurdy

Question 1

Please state your decision and then explain why it is a fair resolution of this dispute. (If relevant, explain how lemon law standards apply to the facts in this case)

For the following reasons the claimant's request for repurchase is denied.

Age/Mileage Requirements: For claims involving a request for the replacement of the vehicle, the claim must be brought within three years or 36,000 miles, whichever comes first, of the date the vehicle was first put into use. The [redacted] satisfy both requirements in that they purchased the vehicle within three years and at the time of filing the claim the vehicle's mileage was under 36,000 miles.

Eligible Vehicle: To be an eligible vehicle under the Ford - Illinois Program Summary, the vehicle must be owned or leased in the name of an individual or used primarily for personal, family, or household purposes; must be registered in Illinois, purchased in the United States, and normally operated in the United States. The [redacted] satisfy all of these requirements.

Nonconformity: Lastly, to fall within the Ford-Illinois Program Summary and the claim must be an "eligible claim." The Program Summary defines eligible claims as claims that allege a defect in material or workmanship covered by the Ford new vehicle warranty. Further, the following conditions must be met: (1) the defect was first reported within 18 months of 18,000 miles; (2) either (a) the same defect was subject to repair four or more times and continues to exist, or (b) the vehicle was out of service for 30 or more cumulative calendar days for repairs; and (3) the defect substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

The [redacted] first reported the defect approximately one month after purchase, thereby satisfying the first requirement for an eligible claim. Likewise, the complaint of sudden deceleration and/or losing power while going downhill at speeds between 40 and 50 mph is a defect that could substantially impair the use, value or safety of the vehicle to the reasonable consumer.

The [redacted], however, have not met the second requirement for an eligible claim: that the defect has been subject to repair four or more times and still exists or the vehicle has been out of service for 30 or more cumulative days. The car was not out of service for 30 or more cumulative days. While the car has been subject to at least four repairs, it appears that the most recent repair in September has corrected the problem.

At the most recent repair the transmission range sensor and solenoid body were replaced due to poor connections inside the transmission. The Shackles state that they have not experienced any problems since that repair. As such, it does not appear that a defect continues to exist that would warrant a repurchase or replacement.

The [redacted] had also noted damage to the body of the vehicle, but that damage was repaired and is no longer at issue.

Question 2

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

N/A

Question 3

Statistical Information:

We are required to track specific statistical information. If a repurchase/replacement is awarded under the lemon law please indicate:

a **Cumulative number of days the vehicle was out of service for all problems:**

12

b **Was final notice given to the manufacturer (YES, NO or N/A)?**

Yes

CASE: FRD1026085
Arbitrator: Timothy McCurdy

Customer: Ms [redacted]
Date: 11/17/10

MANUFACTURER RESPONSE FORM
Will participate - In Writing ☒ By Phone ☐

Case Number: FRD1026085 / 1409131450
Customer Name: [redacted]
VIN: 1FAHP2KT6A[redacted]
Vehicle year/model: 2010 Ford Taurus
Current mileage: 13,452

State: Illinois
Warranty Start Date: 11-28-09

Purchased: ☒ New ☐ Used ☐ Leased
This claim is: ☒ IN Bumper-to-Bumper Warranty ☐ IN Diesel Warranty ☐ OUT of all Warranties
Extended Service Plan: ☒ NO ☐ YES

SETTLEMENT INFORMATION
Ford did not present a settlement offer to the customer or their Attorney. The customer was provided a goodwill reimbursement from Ford on 06-14-10.

Please indicate the customer's response below: Not applicable
☐ The customer rejected the offer on
☐ The customer has not indicated a response to the offer.

The Customer Claim Form (CCF) lists the following concerns:

- Body & trim
- Engine
- Electrical

MANUFACTURER'S POSITION:
The customer and his Attorney are requesting a documents only hearing. The customer's Attorney appears to be seeking remedies through State Lemon Law, Magnuson Moss Federal Trade Commission Warranty Improvement Act, and the Uniform Commercial Code. For the purposes of this process, the BBB Auto Line Illinois Program Summary will be utilized. Also, for the purposes of this process, an Arbitrator can not award attorney fees, or treble damages. Most customers choose this process to represent themselves, but if they do chose to be represented by an attorney, it is at their own expense, and they can not be reimbursed for those fees. On page two of the Attorney's position they quote two court cases. These cases are not related to this case, nor do they describe the complete cases history or proceedings, therefore they are irrelevant. The Attorney also states that Ford is in breach of both written and implied warranties. This is also baseless, Ford has applied due diligence in both diagnosing and repairing any" verified or duplicated" warranty concern, and has covered any and all cost

relating to any "warranty" repair. In fact, the dealer has provided a rental vehicle to the customer for any and all warrantable repairs at no cost to the customer. Even though there is not a provision in the New Vehicle Limited Warranty, (bumper to bumper), for a rental vehicle.

Regarding the repair history, in the customer's claim form referencing the list of "description of problem and repairs", there are three listed dates, 03-05-10, 05-13-10, 08-27-10, those were for oil changes. These are not problems or repairs; maintenance is the customer's responsibility as a vehicle owner to properly maintain the vehicle. Also, dated 07-09-10 was for hail damage, this is not a product defect, nor is that concern covered under warranty.

The warranty history is listed below, but the dealer had mitigating circumstances that were unavoidable as to why repair orders were kept open and Ford will explain below, and they are as follows:

- 04-12-10 – Jerseyville Motor Co. – 6,561 miles – chrome peeling on molding on the left and right side of tail lamp sections – The dealer ordered the parts, but they were on back order, so they addressed the other following alleged concerns, and then ***released the vehicle to the customer until the tail lamps arrived at the dealer. One day at dealership.***

  ---- Customer states lack of power or hesitation while driving; the dealer could not verify or duplicate that concern.

  ---- Customer states backup camera light comes on while driving; the dealer could not verify or duplicate that concern.

  ---- Customer states that the locks will lock and unlock on their own; the dealer could not verify or duplicate that concern.

******* Ford notes that this repair order was voided out on 05-18-10 due to the tail lamp chrome moldings still on back order. In order for a dealer to be paid warranty repairs, they must keep a repair order open, but if the parts do not arrive within 30 days the repair order must be closed and a new one must be opened.***

A slightly different situation happened on repair order dated 05-14-10 at 8,478 miles. I have attached a note from the Jerseyville Ford Service Manager Anthony Maher. He states that the customer came to the dealer on 05-12-10; the customer stated they had loss of power and hesitation. He test drove the vehicle with the customer and could not duplicate the above mentioned concerns. He then drove the vehicle with some diagnostic equipment and also could not verify any codes or duplicate the concern. He states the dealer kept the vehicle for ***seven days***, and test drove it multiple times. They contacted Ford's technical hotline (resource for dealers to speak to Ford Engineers). They advised the dealer to check multiple systems, and to replace the fuel pump driver module and install a VDR (vehicle diagnostic recorder). The FSE (Ford Field Service Engineer) provided the loan of the VDR to the dealer. The customer brought the vehicle back to the dealer, so they could look to see if there were any recordings. The dealer found recordings that the transmission range (TR) sensor was erratic (the sensor tells the computer what gear you have put it in) and it was replaced.

******* RO# 89582 was voided on 06-14-10 30 days expired new RO opened 90254***

The dealer returned the vehicle to the customer with the VDR still in the vehicle. The dealer had the vehicle for ***nine days.***

******* The customer was driving the vehicle all during the above mentioned times with the exception of the dealer's testimony as to how long they had the vehicle for. Again the repair order had to be left open due to the VDR that was placed in the vehicle (please see the note on repair order number 90254 dated 06-16-10) no problems found after the customer drove the vehicle with the VDR for an additional 10 days. The tail lamp moldings arrived on 06-16-10 and were replaced.***

The repair orders are confusing, but with the understanding of the above explanation of the repair orders and the warranty history below, it becomes clear that the dealer provided excellent customer service to the customer in an attempt to resolve any alleged concern the customer had.

On 09-01-10 the vehicle returned again and the FSE John Neil was involved. Although they could not duplicate the concern, for customer satisfaction involving the FSE, the dealer replaced the sensor and solenoid body, they test drove for 50 miles and they could not duplicate any concern. The dealer had the vehicle for ***10 days***, but the customer did not pick up the vehicle until three days later.

In conclusion, Ford believes that the customer does not meet the necessary requirements for a repurchase or replacement vehicle, according to the Illinois Program Summary. There have not been four or more "repairs" for the same non-conformity and there is not a current concern that still exists. Also, there have not been 30 or days out of service, the days out of service calculate to 27 days according to the dealer's letter and the addition of 04-12-10 one day repair. There is a huge difference between verifying and diagnosing a concern where actual repairs are performed and using customer satisfaction tools to appease the customer. Also, due to the above information there has never been a substantial non-conformity that impaired the use, value, or safety of the vehicle, nor substantiates a vehicle repurchase or replacement. Ford respectfully asks the Arbitrator to deny the customer's request for a repurchase or replacement vehicle.

WARRANTY HISTORY

06-16-10 – Jerseyville Motor Company – 9,976 miles – replaced tail lamp chrome moldings, paced VDR into vehicle and replaced the fuel pump and driver module – vehicle returned to the customer with VDR installed.

09-01-10 – Jerseyville Motor Company – 13,164 miles – loss of power, wrench light on – dealer could not duplicate the concern, but the FSE recommended for customer satisfaction to replace the TR sensor and module.

DOCUMENTATION PROVIDED

- [ ] Technical Service Bulletins
- [ ] Recall Notices
- [ ] Ford Field Service Engineer Report
- [x] Dealer Report and Service Manager letter
- [ ] Other:

List amount of any over allowance /negative equity: none

To the BBB AUTO LINE – Written by Linda Peterson – Dated October 14, 2010

MERCURY

JERSEYVILLE MOTOR COMPANY, INC.

1205 SO. STATE ST • PO BOX 339 • JERSEYVILLE, ILLINOIS 62052 618-498-2139 OR 618-462-3673

October 4,2010

The car came in on May 12,2010 (RO#89582) and the customer stated that it had a lack of power and hesitation. I test drove the car with the customer and could not duplicate the concern. I then drove the car with the IDS hooked to it and could not duplicate the concern or see anything wrong. We kept the car for 7 days and test drove multiple times. We returned the vehicle and held the repair order. On June 14,2010 we started a new repair order#90254 because repair order#89582 was past 30 days. We voided repair order#89582 and transferred everything to repair order#90254. We called the tech hotline and were advised to check multiple system, replace the fuel pump driver module and install VDR. FSE John Neil gave us a VDR and we returned the vehicle to the customer. When she brought it back the recordings showed that the TR sensor was erratic during the recordings. We replaced the TR sensor and returned to customer with VDR still installed. We had the car for 9 days (RO#90254). The car came back on Sept. 1,2010 (RO#91868) with TR sensor codes. We diagnosed and replaced the sensor and solenoid body and test drove 50 miles and could not duplicate the concern. We had the vehicle 10 days for this repair. The repair was completed on Sept. 7,2010 and the customer did not pick the vehicle up until Sept. 10,2010. Most of the time that we had the vehicle in our service department, we were test driving it to try and duplicate the concern, which we never could do. We test drove the car very extensively as a courtesy to the customer because she said she was afraid of the vehicle.

Repair order#'s 91868 and 90254 have all the tech comments and diagnosis steps on them.

If you have any questions or need more information contact me @ 618-498-2139.

Anthony Maher
Service Manager

BBB AUTO LINE Dealer Report and Repair Order Summary

Please Return To: Linda Peterson
FAX 866-430-3875 or e-mail to: lpeter58@ford.com

Attn: Service Manager - Immediate Action Required

Dealership Name: JERSEYVILLE FORD
BBB Case Open Date: 09-30-10
CuDL Case Number – 1409131450 Customer's Name: [redacted]

Have you or someone from your department spoken with the customer, inspected and/or test driven the vehicle for/about the concern(s) listed on customer's application? Yes [X] No [ ]
(Please provide dates, actions taken and the name of dealership personnel):

I (Anthony Maher SM) test drove with customer and without customer, could not duplicate concern call tech hotline and FSE John Neil replaced Fuel pump driver module, Trans range sensor and Trans Solenoid body, will explain more on seperate sheet.

2.) Does this vehicle have commercial lettering or decals on it? Is it used for commercial purposes? Yes [ ] No [X]
** If yes, please explain and if you know how many commercial vehicles are owned by this customer?***

3.) Does this vehicle have a performance chip, lift kit, or other aftermarket accessories that are or have contributed toward the warranty defect? *** *If yes, please explain in detail which repair order and date where this was discovered. Please take and send pictures to me if applicable* *** Yes [ ] No [X]

4.) Does this vehicle show signs of abuse, misuse or lack of maintenance? Yes [ ] No [X]
****If yes, what proof do you have of abuse or lack of maintenance? Take and send pictures if available.* ***

5.) Has the Technical Hotline been contacted? *Yes or No* Yes *** *If yes, provide Dates and CQIS Tech Hotline #'s* ***

Contact ID # 103762172 - date 5-14-10 - RO # 89582

6.) Has a Ford Market Area Team member (Zone Manager, FSE or CRC Customer Care Specialist) been involved? *** If yes, please indicate the date and what their involvement was *** Yes ☒ No ☐

FSE John Neil test drove car with IPS and supplied A VDR to us so the customer could record the problem when it happened. He also gave diagnostic advice

7) Does the dealership believe that they have addressed and corrected all verifiable warranty concern(s)? Yes ☒ No ☐
*** If no, then what concerns remain unresolved? ***

a) Is (are) the customer's concern(s) normal operating characteristic(s)? If yes, explain why below. Yes ☐ No ☒

b) Did you test drive the vehicle with the customer (s)? Please write results of test drive and dates Yes ☒ No ☐

I (Anthony Maher - SM) test drove the vehicle with customer the first time it came in and could not duplicate the concern. 5-14-10

8.) Was the customer offered a free service loaner or other courtesy transportation during "warranty" Service? *** How many different "warranty" repair visits 3 Yes ☒ No ☐

Total number of days the customer was provided a free/complimentary loaner or rental for "warranty" repairs? 26

9.) Total number of days the vehicle been out of service for Ford warranty repairs at your dealership? 23

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

10.) **What (if any additional actions, if any, have been taken to assist with the customer's concern(s)?** We have test driven the vehicle extensively and could not duplicate concern

11.) **Did the customer ask for AWA Financial Assistance/Reimbursement/Refund request? If yes, please explain AWA request, and offer made by the dealership or by Ford representative?**

The customer recieved one car payment from Ford Motor Co.

Did the customer accept any goodwill offer or respond with counter offer? Yes ***Please explain if yes

car payment

Do you have any further recommendations? NO

Please sign below as this report may be submitted to an Arbitrator

Signature: Anthony J Mahar **Title:** Service Manager **Date:** 10-4-10

Please attach any additional comments on a separate page

RETAIN A COPY FOR YOUR RECORDS

Dealership Repair History Summary

******* Please be specific on the "TOTAL DAYS" as I am looking for when the tech finished the work not necessarily when the RO was closed or invoiced. Very important regarding the days out of service for BBB Autoline claims. *******

RO Number	Date In	Date Tech Completed	Total Days	Mileage In&Out	Customer's Concern	Action Taken	Paid how? Warranty / AWA / ESP / Retail / Dealer Internal
89582	5-12-10	5-13-10	7	84.7K: Milage out unknown	change decline on taillamps / lack of power/Hesitation	ordered and replaced Tailamps per SSM 2130% Test drove for lacks power and hesitation, could not duplicate, monitor pids and check oasis, call tech hotline and test drove several times	Warranty
90254	6-16-10	6-21-10	9	9976 to 10,026	Lacks power Hesitation	replaced Fuel pump driver module replaced TR sensor return to customer with VDR	Warranty
91868	9-1-10	9-7-10	10	13164 to 13350	wrench light on and All systems stop working	Diagnosed and found TR to trans Solenoid Connection bad, remove and replaced TR sensor and Solenoid body	Warranty

Please duplicate, as necessary and attach additional sheets. Version 1.2; Revised: 02/28/08

BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: Ms [redacted]

Case Number: FRD1026085

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

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

Arbitrator Information

Arbitrator's Name: Timothy McCurdy

Arbitrator's Occupation:

Arbitrator's Biography:

Tim McCurdy is an attorney and has represented both plaintiffs and defendants in a broad array of commercial disputes, witha strong background in case analysis and evaluation. Mr. McCurdy has also served as counsel in mediations and arbitrations.

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

October 14, 2010

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

Re: FRD1026085 [redacted] vs Ford Motor Corporation 1FAHP2KT6A[redacted]

Dear Madam/Sir:

Enclosed are:

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

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

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

If you have any questions, please contact me at 800.334.2406. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

ARBITRATOR SELECTION LIST

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Case Number: FRD1026085

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Inspection Report

Customer: [redacted] **Case #:** FRD1026085

Manufacturer: Ford Motor Company

Arbitrator's Name: _____ Date of Inspection: ___/___/___

Location of Inspection: _____

Vehicle Information: Make: _____ Model: _____

Year: _____ Mileage: _____ VIN: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Parties Present at Inspection: [ ] Technical Adviser [ ] Arbitrator [ ] Customer [ ] Manufacturer

Conditions or Components Inspected:

_____

_____

Was a test drive conducted? [ ] Yes [ ] No How long was the test drive? _____ Minutes

Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):

_____

_____

Exterior

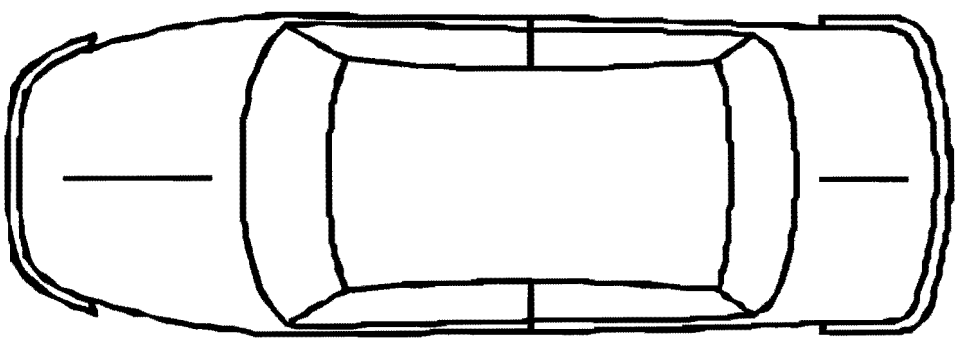
Overall condition of the vehicle's exterior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

_____

_____

Please indicate damage below:



Interior

Overall condition of the vehicle's interior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

_____

_____

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BBB AUTO LINE

ARBITRATOR SELECTION LIST

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BBB AUTO LINE

NOTICE OF INSPECTION ONLY

Date: 10/14/10

Case Number: FRD1026085
Customer: [redacted],

Manufacturer: Ford Motor Company
Mfr Info: 6700 IL 1FAHP2KT6A[redacted]

Arbitrators: Mr. Timothy McCurdy

Inspection Date, Time, Place: 10/26/10 10am CDT
BBB of E. Missouri & S. Illinois
15 Sunnen Drive, Ste. 107
Saint Louis, MO631430000

Hearing Site Phone: (314) 645-0606

AUTOLINE Director Phone: (314) 584-6713 Fax : (314) 645-2666

INSTRUCTIONS

1. Notify your Dispute Resolution Specialist at once if you cannot make the vehicle available for the inspection. We reserve the right to make the final determination as to the date and time of the inspection.
2. Current vehicle registration and insurance is required for all test-drives.
3. If the vehicle is inoperable, please contact your Dispute Resolution Case Specialist immediately.
4. Refer to *How BBB AUTO LINE Works* for more detailed information on the inspection process.

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BBB AUTO LINE

ARBITRATOR SELECTION LIST

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BBB AUTO LINE

NOTICE OF INSPECTION ONLY

Date: 10/14/10

Case Number: FRD1026085
Customer: [redacted]

Manufacturer: Ford Motor Company
Mfr Info: 6700 IL 1FAHP2KT6AG[redacted]

Arbitrators: Mr. Timothy McCurdy

Inspection Date, Time, Place: 10/26/10 10am CDT
BBB of E. Missouri & S. Illinois
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BBB of E. Missouri & S. Illinois
15 Sunnen Drive, Ste. 107
Saint Louis, MO 63143

Business Phone Number (Emergencies Only): 314-645-4636

DIRECTIONS:

Going West on I-44 - Exit at Shrewsbury and take a left at the stop **light**. Proceed about .2 of a mile, then right on Big Bend about .3 of a mile.

Going East on I-64 (highway 40) - Exit at Hanley Rd. South and continue about a mile to Manchester. Turn left on Manchester to Laclede Station Rd. (by the Volvo dealership) and make a right. Pass Flora Ave. and make a left at Sunnen Business Park sign

Sunnen Business Park is on the west side of Big Bend accessible through a stop light. No. 15 is to the rear of the park. Go straight at the first round-about and right at the next.

HSB 0734 - 12/2005

BBB of E. Missouri & S. Illinois
15 Sunnen Drive, Ste. 107
Saint Louis, MO 63143

Business Phone Number (Emergencies Only): [redacted]

DIRECTIONS:

Going West on I-44 - Exit at Shrewsbury and take a left at the stop **light**. Proceed about .2 of a mile, then right on Big Bend about .3 of a mile.

Going East on I-64 (highway 40) - Exit at Hanley Rd. South and continue about a mile to Manchester. Turn left on Manchester to Laclede Station Rd. (by the Volvo dealership) and make a right. Pass Flora Ave. and make a left at Sunnen Business Park sign

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HSB 0734 - 12/2005

BBB AUTO LINE

September 30, 2010

LINDA PETERSON
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1026085 [redacted] vs Ford Motor Corporation 1FAHP2KT6AG[redacted]

Dear Madam/Sir:

The above named customer has requested a written arbitration hearing and a claim has been opened.

Enclosed please find the following information:

* *Customer Claim Form* (CCF)
* Any documentation submitted by the attorney
* *Agreement to Arbitrate* (except in California);
* *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

As the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

* How many times has the vehicle been subject to repair for each problem alleged and how many days has the vehicle been out of service because of these repairs?
* Do the alleged problems currently exist? What arguments and facts support your conclusion?
* What is the cause of each alleged problem? What arguments and facts support your conclusion?
* Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?
* Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
* What relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction and any overallowance/negative equity/rebate amounts that should be taken if a repurchase/replacement is awarded.

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4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

Your written position must include all supporting documents (i.e., repair orders, technical service bulletins, purchase contract or lease agreement) that you wish the arbitrator to consider.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, the BBB will provide you with three days advance notice of the inspection date.

If you have any questions, please contact me at 800.334.2406. Please fax your position to 703.247.9700.

Please call me if you have any questions. Thank you for your cooperation in this matter.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 09/30/2010 Case Number: FRD1026085
Customer: [redacted]
Business: Ford Motor Company
Mfr-Info: 6700 IL 1FAHP2KT6AG[redacted]

The decision of the arbitrator(s) will be in accordance with the BBB AUTO LINE arbitration Rules and the applicable manufacturer's Program Summary. All remedies will fall within the confines of the applicable manufacturer's Program Summary unless additional remedies are noted below.

Model : Taurus
Year : 2010

All parties named above submit to arbitration the following:

* Body and Trim
* Engine
* Electrical

The parties have come to agreement on the following:

Each party requests the arbitrator(s) render the following decision:

Consumer : Repurchase
Manufacturer : Denial

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following:

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

September 30, 2010
Re:W-C2 FRD1026085: [redacted] vs Ford Motor Corporation
1FAHP2KT6A[redacted]

KROHN AND MOSS IL KY KS MN MO WI TX
120 WEST MADISON 10TH FLOOR
CHICAGO IL 60602

Dear Gregory Moss:

We have received your request for a written arbitration hearing on behalf of the individual named above.

Enclosed please find the following information:

* *Program Summary* – This document explains the types of claims that may be arbitrated in the BBB AUTO LINE program and the remedies available.
* *Agreement to Arbitrate* - The purpose of the *Agreement to Arbitrate* is to outline the positions of both parties to the dispute. The *Agreement* is not intended to explain your full position. Please read the *Agreement* carefully to make sure it accurately reflects YOUR position. If you have any questions about YOUR position, please call us immediately.
* *Customer Claim Form* (CCF) – Information we have on file regarding your complaint is recorded on the *CCF*. Please verify the accuracy of the information and return the *CCF* to us with any necessary corrections or additions.
* *How BBB AUTO LINE Works* – This booklet explains the BBB AUTO LINE program, and contains the rules that will be followed in arbitration.
* *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

The information you submitted meets the minimum requirements to enable us to begin processing the claim. However, because the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

* How many times has the vehicle been subject to repair for each problem you are alleging, and how many days has the vehicle been out of service because of these repairs?
* Do the alleged problems currently exist? What arguments and facts support your conclusion?
* What is the cause of each alleged problem? What arguments and facts support your conclusion?
* Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

* Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
* What is the type and amount of relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction that should be taken if a repurchase/replacement is awarded, and a specific description of any other remedies that you seek.

Your written position must include all supporting documents that you wish the arbitrator to consider. Please send us a *clear* copy of the following documents that were not included with your initial submission or were not legible when our office received them:

_____ No further documentation is required at this time
_____ Repair orders relating to the complaints(s)
_____ The vehicle's current registration
_____ The purchase contract or lease agreement
_____ Other: _____

If the arbitrator decides a repurchase or replacement is the appropriate remedy, the arbitrator will need accurate information about the vehicle's purchase price as well as any collateral costs, incidental charges and other expenses that your client seeks. Please submit an itemization of those fees, along with supporting information/documentation, so we may include these amounts in the *Agreement to Arbitrate* to permit the arbitrator to appropriately evaluate your client's request for relief.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. If we have not received the requested information from you, the correspondence and documents you have provided us thus far will serve as your written position. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, we will provide you with three days advance notice of the inspection date.

You may either mail your position to our office at 4200 Wilson Blvd., Suite 800, Arlington, Virginia 22203 or fax it to 703.247.9700. If you have any questions, please contact me at 800.955.5100.

Sincerely,

Donna Patterson at Extension 506

VIA FACSIMILE: 703-247-9700
(With Delivery Confirmation)

September 20, 2010

Council of Better Business Bureau, Inc.
Attn.: Brian Drouin
4200 Wilson Boulevard
Suite 800
Arlington, VA 22203-1838

FRD1026085

RE: [redacted] v. Ford Motor Company

Dear Mr. Drouin,

Please find enclosed the corresponding documents for the referenced case. We are requesting a documents-only hearing (fax: 866-264-3755). My clients' written position has been stated in this initial application. They request a refund or replacement under the Magnuson-Moss Law based on defects in the vehicle.

Please send notices fax only; please do not send any paper form of notices as our office is paperless. Thank you for your cooperation in this matter to our request.

Thank you,

WRTGC

Chris Hyatt
Krohn & Moss, Ltd.
120 W. Madison Street
10th Floor
Chicago, IL 60602
(312) 578-9428 Ext 206

Krohn & Moss, Ltd.

California, Florida, Illinois, Indiana, Kentucky, Minnesota, Missouri, Nevada, Ohio, Texas, Washington DC, Wisconsin

Main Office
120 West Madison, 10th Floor
Chicago, Illinois 60602
www.krohnandmoss.com

Writer's Direct Number
(312) 678-9428 Ext.216
Writer's Direct Facsimile
(866) 309-9468
Writer's Direct E-Mail
gmoss@consumerlawcenter.com

Writer licensed to practice only in:
Illinois
Wisconsin

September 13, 2010

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48121

RE: **Request for Documentation**
[redacted] v. Ford Motor Company
Vehicle: 2010 Ford Taurus
VIN: 1FAHP2KT6AG[redacted]

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective engine/electrical system as evidenced by difficulty starting vehicles engine and/or loss of power while driving vehicle;
2. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

> based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-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,

Gregory H. Moss
Attorney at Law

GM/nb
cc [redacted]

BBB AUTO LINE
Customer Claim Form

Case number:
Contact Date:
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]
Mailing address: [redacted]
City: Chicago State: IL Zip code: [redacted]
Day phone: [redacted] Evening phone: [redacted] Cell phone:
Fax: [redacted] E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: Taurus Year: 2010 Current mileage: 13,452
Name(s) that appears on the vehicle title [redacted]
Selling dealer/city/state: Jerseyville Motor Company, Jerseyville IL
Primary Servicing dealer/city/state: same
Acquired as [X] new [ ] used [ ] demo [ ] leased Is the vehicle in your possession? [X] yes [ ] no
Purchase/lease date: November 28, 2009 Mileage at purchase/lease: 6
First repair attempt date: March 5, 2010 First repair attempt mileage: 4,352
How often is the vehicle used for business purposes (percentage): % Number of vehicles owned or leased by the business: Transmission type: [ ] Automatic [ ] Manual
Has the vehicle been in an accident/had body damage? [X] yes [ ] no Date of accident: 6/15/2010
Description of damage: Dents/Broke Windshield from hail damage in storm (Repaired)

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

VIN: 1FAHP2KT6AG119249 / Vehicle Repurchase plus attorneys fees.

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER

Lienholder/Leasing Company Olin Credit Union **Phone Number** 618-498-6546

Account Number [redacted]

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
PLEASE	SEE		ENCLOSED	

Total days out of service for all problems: _____

Signature of Titled Owner(s) [redacted] Date 9-13-2010

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

03/05/10	4,352	LOF	Maintenance
04/12/10	6,561	Chrome peeling on molding on left tail lamp section on deck lid and both right side tail lamp sections	Body and Trim
		Lack of power while driving or hesitation	Engine
		Backup camera light comes on while driving	Electrical
		Locks will lock and unlock on its own	Electrical/Trim
05/13/10	8,395	LOF	Maintenance
05/14/10	8,478	Chrome peeling on Molding on left at lamp section on deck lid both right side tail lamp sections	Body and Trim
		Lack of power while driving or hesitation	Engine
06/16/10	9,976	Chrome peeling on Molding on left at lamp section on deck lid both right side tail lamp sections	Body and Trim
		Loss of power and camera comes on while driving	Engine
07/09/10	10,026	Hail damage	Body and Trim
08/27/10	12,929	LOF	Maintenance
9/1/10-9/10/10	13,164	Wrench light came on and all systems stopped working/Loss of Power	Engine

2010 Illinois Registration Identification Card

Jesse White, Illinois Secretary of State

SSTJ12/15/09:01:3829: 144.00 CK01

K317965 0LTJ13829 TR 1110

Vehicle Year	Vehicle Make		VIN	
Weight or CC's	Body Style		Application Type PASSENGER	
Axles	Leased/Rental	Unit Number	File Number	County
Driver's License Number(s) or FEIN(s)			Expiration Date NOVEMBER 30, 2010	
			Plate Number K317965	
Renewal Fee Due 144.00				

Current Plate Number	Plate Type Requested	Exp. Month	Year

Do not write in Validation Area

INFORMATION

First Last Middle

First Last Middle

Residence/Business Street Address

City ZIP IL

0696410259

6 Owner 1 DL/FEIN #

Owner 2 DL/FEIN #

VEHICLE INFORMATION

Vehicle Identification Number (VIN)

Year	Make	Model	Body Style	Color

Rebuilt	Flood	Other Branded Title State ____	MCY C.C.	Mobile Home Sq. Ft.	Rental	Leased
☐	☐				☐	☐

Check if G.V.W.R. Over 16,000 lbs (odometer reading not required) Yes ☐	Gross Weight (RV, RT, TRK, BUS, TRLR)	For Hire ☐	# of Axles

FORD

JERSEYVILLE MOTOR CO., INC.

1205 S. STATE STREET • P.O. BOX 339
JERSEYVILLE, ILLINOIS 62052
PHONE: (618) 498-2139 or 462-3673

FORD MERCURY

PURCHASER'S NAME [redacted] SOC. SEC. NO. _____ DATE 11-28-09
PURCHASER'S ADDRESS [redacted] D/O/B _____ RESIDENCE PHONE [redacted]
CITY, STATE & ZIP JERSEYVILLE, IL [redacted] LIC. NO. _____ BUSINESS PHONE _____

PLEASE ENTER MY ORDER FOR THE FOLLOWING: ☐ NEW ☐ USED ☐ DEMO ☑ CAR ☐ TRUCK — STOCK NO. 1617

YEAR 2010 MAKE FORD MILEAGE
MODEL OR SERIES TAURUS BODY TYPE 4DR
COLOR RED TRIM SHO
M.V.I. OR SER. NO. 1FAHP2KT6AG [redacted]
TO BE DELIVERED ON OR ABOUT BALESMAN DD

IF A NEW VEHICLE SALE . . .
The only warranties applying to this vehicle are those offered by the manufacturer.

IF USED VEHICLE SALE - CHECK APPROPRIATE BOX

☐ AS IS: this Vehicle is sold "as is" by us. This motor vehicle is sold as is without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle.
OR
☐ The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this order form.

CONTRACTUAL USED CAR STATEMENT FOR USED VEHICLE ONLY
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

VEHICLE TRADED IN AND / OR OTHER CREDIT

YEAR 2008 MAKE OF TRADE-IN FORD MILEAGE
MODEL OR SERIES F150 BODY TYPE SUPERCREW
COLOR BLK TRIM HARLEY DAVIDSON
M.V.I. OR SER. NO. 1FTRW14548FA [redacted] ENG. TYPE
Balance Owed To: OLIN COMMUNITY CU
Address:

Used Trade-In Allowance	$ 3707	50
Balance Owed on Trade-In 12/8	4755	16
Net Allowance on Used Trade-In	$ <1047	16>
Deposit or Credit Balance 33056 DIRECT OFFER	750	00
Cash With Order 11736 BONUS CASH	$ 1000	00
TOTAL CREDIT (Transfer to Right Column)	$ <8729	16>

MEMO:

CASH DELIVERED PRICE OF VEHICLE	$	
MSRP	43775	00
ADDITIONAL EQUIPMENT (Options)	$	
DIFF	6700	00
OLIN COMMUNITY CU		
72 @ $80.20		
Cash Price of Vehicle & Accessories	$ 43775	00
STATE AND LOCAL TAXES (if any)	421	88
Documentary Fee	50	00
License, License Transfer, Title, Registration Fee	144	00
TOTAL PRICE OF UNIT	$ 44390	88
[redacted]		
UNPAID CASH BALANCE DUE ON DELIVERY	$ 5312	04

Purchaser agrees that his Order on the face and reverse side hereof and any attachments hereto includes all the terms and conditions, that this Order cancels and supersedes any prior agreements and as of 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 the Order. IF A DOCUMENTARY FEE OR PREPARATION CHARGE IS MADE, YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC SERVICE PERFORMED. Dealers may not charge customers for services which are paid for by the manufacturer.

Accepted By: 11/28/09 [signature] — Date / Dealer or His Authorized Representative
11-28-09 [redacted] — Date

"THANK YOU WE APPRECIATE YOUR BUSINESS"
RETAIL ORDER FOR A MOTOR VEHICLE
REV. 10/1/8

RETAIL INSTALLMENT CONTRACT – MOTOR VEHICLE – SIMPLE INTEREST

No.

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of .00
5.5%	$ 3754.36	$ 53620.04	$ 63374.40	$ 63374.40

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
72	$ 880.20	monthly beginning 01/12/2010
	$ N/A	

Security: You are giving a security interest in the goods being purchased and in any moneys, credits or other property of yours in the possession of the Assignee, on deposit or otherwise.

Late Charge: If any payment is ten (10) days late, you will be charged: i) 5% of the installment if the installment is in excess of $200.00; or ii) $10.00 if the installment is for $200.00 or less.

Prepayment: You have the right to prepay the unpaid balance in full or in part at anytime without penalty. See your contract terms below and on the reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and further information about security interests.

Itemization of Amount Financed

Cash Price	$ 43775.00
Less Cash Downpayment	$ 1750.00
Value of Trade-In Trade $ 37075.00	
Lien Payoff $ 47554.16	
To: Net Trade	$ 10479.16

Amounts Paid on Your Account

Unpaid Balance of Cash Price	$ 43775.00

Amount Paid to Others for You
*WE MAY BE RETAINING A PORTION OF THIS AMOUNT

Unpaid Balance Due on Trade-In 08 Ford F150	$
Year, Make, Model of Buyer's Trade-In (Paid to)	
*Insurance Companies:	
*	$ N/A
*	$ N/A
* GAP COVERAGE	$ 500.00
Public Officials (Licenses, Title & Taxes)	$ 565.86
*Paid to ERT Service Provider for Setup/ERT Fee	$ N/A
* To *DOC FEE	$ 50.00
* To	$ N/A
* To	$ N/A

Buyer(s) [redacted] JERSEYVILLE, IL [redacted]
(Name) (Residence Address) (City) (State) (Zip)

Buyer(s) [redacted]
(Name) (Residence Address) (City) (State) (Zip)

Seller JERSEYVILLE MOTOR CO., INC. 1205 S. STATE JERSEYVILLE IL 62052
(Corporate Firm or Trade Name) (Business Address) (City) (State) (Zip)

Seller hereby sells and Buyer or Buyers, jointly and severally, hereby purchase the following motor vehicle with accessories and equipment thereon for the deferred payment price and on the terms set forth in this contract. Buyer acknowledges delivery and acceptance of said motor vehicle in good condition.

New or Used	Year	Make of Vehicle	Model	Body Style	No. Cyl.	Serial Number	Body Color	Top Color	Key No.
NEW	2010	FORD	TAURUS	SE 4DR	6	1FAHP2KT6AG[redacted]	U6/RED		PA:09[redacted]

Buyer Promises to pay to the order of Seller at the offices of:
OLIN COMMUNITY CREDIT UNION 731 E. BETHALTO DR. (Assignee) located in BETHALTO, Illinois

the Amount Financed shown above together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid at the rate of 5.5% per annum from date until maturity in 71 installments of $ 880.20 each and a final installment of $ 880.20, beginning on 01/12/2010 and continuing on the same day of each successive month thereafter until fully paid. All payments shall be applied first to accrued Finance Charge and the balance to principal. The Finance Charge has been computed on the scheduled unpaid balances of the Amount Financed on the assumption that all scheduled installments will be paid when due. Guarantor, if any, guarantees collection of all amounts due under this contract upon failure of the Seller to collect from the Buyer named herein.

SECURITY INTERESTS: Seller is granted a purchase-money security interest in the motor vehicle described above and all accessions under the Illinois Uniform Commercial Code until the Total of Payments and all future indebtedness for taxes, liens, repairs and insurance premiums advanced by holder hereunder are paid in full. Buyer grants assignee the right of set-off or lien on any moneys, credits or other property of Buyer in possession of the Assignee, on deposit or otherwise, excepting IRA or similar deposits. Seller is also granted a security interest in any premium rebates for insurance of service contracts, if financed hereunder, in the proceeds of any insurance or service contract on the motor vehicle, and in the proceeds of any credit life and/or accident and health insurance financed hereunder, until all amounts due under this contract are paid in full.

ACCELERATION: Buyer agrees that (1) if Buyer shall default in the payment of any installment of the Total of Payments or any other indebtedness due hereon; or (2) Buyer shall fail to perform any agreement or warranty made by Buyer herein; or (3) if the motor vehicle shall be lost, stolen, substantially damaged, destroyed, sold, encumbered, removed, concealed, attached or levied upon; or (4) if the motor vehicle shall be seized or forfeited for violation of any law or ordinance, State, Federal or Municipal; or (5) a proceeding under any bankruptcy or insolvency statute shall be instituted by or against Buyer or Buyer's business or property, or Buyer shall make an assignment for benefit of creditors, or (6) if Buyer shall die or be adjudged incompetent; or (7) if holder shall, for reasonable cause, deem itself insecure; or (8) if Buyer shall fail to keep the motor vehicle fully insured for the entire term of this contract, the holder may declare all unpaid installments of the Total of Payments and all other indebtedness secured hereby immediately due and payable, without notice or demand.

PREPAYMENT: THE BUYER MAY PREPAY IN FULL OR IN PART THE UNPAID BALANCE OF THE CONTRACT AT ANY TIME WITHOUT PENALTY.

Late Charge: If any payment is ten (10) days late, you will be charged: i) 5% of the installment if the installment is in excess of $200.00; or ii) $10.00 if the installment is

DELINQUENCY CHARGE: If any payment is [illegible] for $200.00 or less. In addition, Buyer agrees to pay reasonable attorney's fees, costs and expenses incurred in the collection or enforcement of the debt or in realizing on the collateral. Buyer agrees to pay Finance Charges after maturity of the total indebtedness or after acceleration upon default, at the Annual Percentage Rate stated herein so long as there exists any uncured default hereunder, all without relief from valuation or appraisement laws.

INSURANCE AGREEMENT: Motor Vehicle Damage or Loss Insurance is required by Seller. (Buyer may choose the person through whom the insurance is to be obtained. If such insurance is to be obtained through Seller, the cost for a term of N/A months will be $ N/A.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT

Credit Insurance is not required by Seller nor is it a factor in approval of the extension of credit. No credit insurance is to be provided unless the Buyer signs the appropriate authorization below. Group Credit Insurance is available for the term of the credit upon acceptance by insurer at the following costs:

Credit Life Insurance $ N/A Credit Disability Insurance $ N/A

I desire Credit Life Insurance.	I desire Credit Disability Insurance.	[redacted]ability Insurance.
(Age of Insured) (Signature) (Date)	(Age of Insured) (Signature) (Date)	[redacted] 11-28-07 (Date)
(Age of Insured) (Signature) (Date)	(Age of Insured) (Signature) (Date)	[redacted] 11/28/07 (Date)

SEE REVERSE HEREOF FOR INFORMATION ON POSSIBLE REFUND OF CREDIT LIFE OR DISABILITY INSURANCE PREMIUM.

NOTICE OF PROPOSED GROUP CREDIT LIFE INSURANCE

If a charge is made above for credit life insurance and if such insurance is to be procured by assignee, the undersigned takes notice that the decreasing term insurance written under a Group Credit Life Insurance Policy is to be purchased on the life of the Buyer or Buyers who signed above requesting it, subject to acceptance by the insurer and issuance of a certificate by (Insurer) (Home Office Address)

The amount of premium is shown above. The term of insurance will commence on the date of this contract and expire on the originally scheduled maturity date of the indebtedness. The initial amount of insurance will be equal to the initial indebtedness and will decrease as any payment is made on the indebtedness in an amount computed by multiplying the amount of the payment by the ratio of initial insurance over the initial indebtedness. The proceeds of any insurance paid will be applied to reduce or extinguish the indebtedness. If insurance is terminated prior to the scheduled maturity date of the indebtedness, any premium refund will be paid or credited promptly to the person entitled thereto. Refund formula is on file with the Director of Insurance and with creditor. All of the foregoing is subject to the provisions of the certificate of insurance to be issued.

Other insurance: N/A (Type of Insurance), the cost for a term of N/A months will be $ N/A.

BUYER AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS RETAIL INSTALLMENT CONTRACT AND BE INCORPORATED HEREIN. If this contract evidences the sale of a used motor vehicle (1) Buyer acknowledges receipt of the original or a true copy of the "Buyer's Guide" form displayed by Seller on the side window of the used vehicle; and (2) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS USED VEHICLE IS A PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

DOCUMENTARY FEE: A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS $150. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF $150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

The Annual Percentage Rate may be negotiable with the Seller. If this Contract is assigned, Seller may retain or receive a portion of the Finance Charge.

NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the agreement you sign. 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge. Buyer acknowledged receipt of a fully completed copy of this contract executed by both Seller and Buyer. Guarantor, if any, acknowledged receipt of completed copies of this contract and of Explanation of Guarantor's Obligation.

CO-BUYER: A Co-Buyer is a person who agrees to be primarily responsible for paying the entire debt and who (1) actually receives the vehicle or (2) is a parent or spouse of the Buyer, or (3) will be listed as an owner on the vehicle's title. By signing below, (1) I confirm that I will actually receive possession of the vehicle or will use it, or that I am a parent or spouse of the Buyer, or that I will be listed as an owner on the vehicle's title; (2) I agree to be primarily obligated under this contract; and (3) I consent to the Creditor having a security interest in the vehicle.

Dated: _____

Buyer(s) acknowledges receipt of a fully completed and executed copy of this Contract.

RETAIL INSTALLMENT CONTRACT

Seller: JERSEYVILLE MOTOR CO., INC.

By: [signature] AGENT (title)

Guarantor _____

I hereby guarantee the collection of the above described amount upon failure of the seller named herein to collect said amount from the buyer named herein.

Buyer: [redacted]

Buyer: [redacted]

INSTRUCTIONS: If parent, spouse, or other person who is or will be listed as an owner on the vehicle's title is a co-buyer, sign above. Other co-signers, sign on the Guarantor line.

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BUYER'S COPY

Form IFI-28 (Rev. 1/09)

2010 Ford Taurus Automatic Transmission Complaints

Search

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Home
My Car
Forum
Loan and Finance
Auto Insurance
Lemon Law
Fuel Economy
Safety Rating
Technical Service Bulletin (TSB)
Safety Recall
Defect Investigation
Consumer Complaint
Diagnostic Trouble Code (DTC)
Troubleshooting Guide
Theft Rate
Automobile Tire
Vehicle Equipment
Child Seat
Owner's Manual
Maintenance Schedule
Brand and Logo
Car Warranty
Vehicle Identification Number (VIN)
Glossary
Auto Repair
Maintenance Procedure
Submit Diagnosis
Submit Link

Complaints 2010 Ford Taurus Automatic Transmission

2010 Ford Taurus Automatic Transmission Complaints

1 Complaint Number: 10342165 | Incident Date: July 1, 2010 | Date Added to File: July 11, 2010

Description of the Complaint:

While driving my 2010 ford taurus sho (at various speeds including highway speeds) the car will automatically shift into neutral and my "rearview camera" will turn on in what appears to be an attempt by the car to automatically shift into reverse (the camera is only supposed to turn on in reverse). To date, the dealer has been unable to determine the cause and thereby unable to fix the problem and ford has indicated they are not seeing other similar issues (not sure if this is true). This is a very serious safety issue as this often occurs during acceleration and you lose all ability to accelerate (of course) if you're in neutral. Should the car somehow find a way to shift into reverse (as I said, the camera only comes on in reverse and seems to indicate to me that the car's software is trying to shift into reverse for no reason) while on the highway it could very easily result in an accident. Please be aware of this matter. I have put a specific date in the approximate incident date but this has happened many times on different dates.

Details Discuss It in Forum

1

2 Complaint Number: 10335022 | Incident Date: April 7, 2010 | Date Added to File: June 7, 2010

Description of the Complaint:

Transmission "catches" while driving at speed causing the car to hesitate. Feels as though the vehicle will stall and cause a rear end type of accident.

Details Discuss It in Forum

2

3 Complaint Number: 10327564 | Incident Date: December 28, 2009 | Date Added to File: April 28, 2010

Description of the Complaint:

The contact owns a 2010 ford taurus. The contact stated that while driving at speeds above 50 mph the vehicle would suddenly downshift and lock into first gear. The vehicle would remain in first gear until it was shut off and restarted. The vehicle was taken to an authorized dealership had not been repaired at the time of the complaint. The failure mileage was approximately 1,600. The current mileage was approximately 4,150.

3

2010 Ford Taurus Engine Complaints

Complaint Number: 10311660 | Incident Date: January 30, 2010 | Date Added to File: February 16, 2010

Description of the Complaint:

The contact owns a 2010 ford taurus which was purchased on jaruary 15, 2010. While driving at speeds of 55 mph, the collision warning symbol illuminated on the instrument panel and within one half mile, the vehicle stalled. On a separate occasion, while utilizing the cruise control mechanism at 65 mph, the "driver intervention" and "collision warning" symbols illuminated on the instrument panel and the vehicle stalled again. He was able to restart the vehicle within a few minutes. The dealer was contacted and the failures could not be duplicated. No repairs were made to the vehicle. The contact stated that the cruise control mechanism was controlled by a sensor and when the vehicle came to close to a preceding vehicle, the cruise control sensor would slow the vehicle down to avoid a potential crash. The contact stated that the "collision warning" light was to advise the driver when this was occurring. The dealer installed a recording device in the vehicle and advised the contact to utilize it the next time there was a failure in the vehicle so that they could record exactly what may have caused the failures. To date, the vehicle was in possession of the dealer. The failure mileage was 1,000 and the current mileage was 2,620.

4

2010 Ford Taurus Power Train Complaints

Complaint Number: 10341900 | Incident Date: July 7, 2010 | Date Added to File: July 7, 2010

Description of the Complaint:

My 2010 ford taurus lost power on highway and wrench light came on, took into the shop this vehicle only has 4300 miles and needs a throttle assembly replacement already.

Details Discuss It in Forum

5

Other Owners - Same Issues

[redacted]

JERSEYVILLE IL [redacted]

JERSEYVILLE MOTOR CO., INC.
1205 S. STATE
P.O. BOX 339
JERSEYVILLE, IL 62052

*** REPRINT *** CUSTOMER COPY PAGE 1

DATE	TECH	MAKE	MODEL	VIN	MILEAGE	TIME		
03/05/10	10	FORD	TAURUS	1FAHP2KT6AG[redacted]	8277	4352		

PURCHASE DATE	DELIVERY DATE	TECH	PROMISED DATE	PROMISED TIME	TOTAL	PART	DELIVERED
11/28/09	03/05/10	12	00:00		83.00	01	03/05/10

DELIVERED BY	DATE	TO	PROMISED BY	CONTACTED BY	PO#
88225		[redacted]			U6/RED 1

[illegible]

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS VEHICLE. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF MERCHANDISE.
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE >

[redacted]	17.25
[redacted]	25.25
[redacted]	1.25
[redacted]	
[redacted]	43.75
[redacted]	
[redacted]	1.92
[redacted]	
[redacted]	45.67

[redacted]
[redacted]
JERSEYVILLE IL [redacted]

JERSEYVILLE MOTOR CO., INC.
1205 S. STATE
P.O. BOX 339
JERSEYVILLE, IL 62052

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04/12/10	10	FORD	TAURUS	1FAHP2KT6AG[redacted]	8277	6561	
11/28/09	05/13/10	12	00:00		83.00	00	05/18/10
88960		[redacted]			U6/RED		1

[illegible]

ORDERED NEW
SEE NEW INVOICE

DEALER NOT
ADJUSTABLE
ROLLING BOMB

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STATEMENT OF DISCLAIMER

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THE EQUIPMENT. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ANY LIABILITY IN CONNECTION WITH THE SALE OF EQUIPMENT.

[redacted]

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE
>

[redacted]

JERSEYVILLE IL [redacted]

JERSEYVILLE MOTOR CO., INC.
1205 S. STATE
P.O. BOX 339
JERSEYVILLE, IL 62052

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CUSTOMER COPY PAGE 1

04/12/10	10	WORD	TAURUS	1FAHP2KT6A[redacted]	8277	G561		
11/28/09	05/13/10	12	00:00		83.00	00	05/18/10	
88960			[redacted]		U6/RED		1	

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STATEMENT OF DISCLAIMI

(SIGNED) DEALER, ORIGINAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE
>

[redacted]

JERSEYVILLE IL [redacted]

JERSEYVILLE MOTOR CO., INC.
1205 S. STATE
P.O. BOX 339
JERSEYVILLE, IL 62052

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05/13/10	10	FORD	TAURUS	1FAHP2KT6AG[redacted]	8277	8395	
11/28/09	05/13/10	11	00:00	83.00	01	05/13/10	
89549		[redacted]		U6/RED	2		

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THE EQUIPMENT. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE EQUIPMENT.
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE >

[redacted]	17.25
	25.25
	1.25
	43.75
	1.92
	45.67

[redacted]

JERSEYVILLE IL [redacted]

JERSEYVILLE MOTOR CO., INC.
1205 S. STATE
P.O. BOX 339
JERSEYVILLE, IL 62052

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CUSTOMER COPY PAGE 1

06/08/10	10	FORD	TAURUS	1FAHP2KT6AG[redacted]	8277	8478	

11/20/09	06/08/10	11	00:00	83.00	00	06/08/10

80659		[redacted]	U6/RED	1

[redacted]

CAR WASHING
DEALER CAR
CUST PICKED UP 6/08

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER

THE FACTORY WARRANTY CONTAINED IN ALL OF THE WARRANTIES WITH REFERENCE TO THE SALE OF THIS VEHICLE, THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE.

CUSTOMER SIGNATURE

>

[redacted]

[redacted]

JERSEYVILLE IL [redacted]

JERSEYVILLE MOTOR CO., INC.
1205 S. STATE
P.O. BOX 339
JERSEYVILLE, IL 62052

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DATE	YEAR	MAKE	MODEL	VIN	CUST.	VEH.	MILEAGE
05/14/10	10	FORD	TAURUS	1FAHP2KT6AG[redacted]	8277	8478	9976

SERVICE DATE	NOTIFIED	DELIVERY	EXPIRES	EXPIRATION	MILEAGE	RATE	PAYMENT	EXPIRATION
11/28/09	05/21/10	12		00:00		83.00	00	07/01/10

R.O. NUMBER	TAGS	HOME PHONE	BUSINESS PHONE	
89582		[redacted]		U6/RED 1

UDB Customer Type: R
Repair Type: R1
License State: IL
<=====REPAIR LINE 001=====>
CUSTOMER STATES CHROME PEELING ON MOLDING ON LEFT TAILLAMP SECTION ON DECKLID BOTH RIGHT SIDE TAILLAMP SECTIONS
*****VOID*****
Bill Code - W No Charge - Y
UDB Repair Type: W
UDB Serv Dept: S
Claim Type: 01
Concern Code: B62
Approval Code 1: PAAXX
<=====REPAIR LINE 002=====>
CUSTOMER STATES LACK OF POWER WHILE DRIVING OR HESITATIO
*****VOID*****
Bill Code - W No Charge - Y
UDB Repair Type: W
UDB Serv Dept: S

Taillight Frames - all chrome
Peeled - They replaced w/new

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 0 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS	LABOR TOTAL PARTS TOTAL MISC. TOTAL TAX TOTAL TOTAL CHARGE DEPOSIT BALANCE CUSTOMER PAY
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE >	

[redacted]

JERSEYVILLE IL [redacted]

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1205 S. STATE
P.O. BOX 339
JERSEYVILLE, IL 62052

*** REPRINT *** CUSTOMER COPY PAGE 1

06/16/10	10	FORD	TAURUS	1FAHP2KT6AG[redacted]	8277	9976		
11/28/09	06/16/10	11	00:00		83.00	00	06/16/10	
90258			[redacted]			U6/RED		1

[illegible]

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

>

[redacted]

JERSEYVILLE MOTOR CO., INC.
1205 S. STATE
P.O. BOX 339
JERSEYVILLE, IL 62052

JERSEYVILLE IL [redacted]

*** REPRINT *** CUSTOMER COPY PAGE 1

06/14/10	10	FORD	TAURUS	1FAHP2KT6A[redacted]	6277	8478	9976	
11/28/09	05/21/10	12	00:00		83.00	00	07/01/10	
69582			[redacted]			U6/RED		1

[redacted]

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS EQUIPMENT. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS EQUIPMENT.	[redacted]
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	

[redacted]

JERSEYVILLE IL [redacted]

JERSEY ILLE MOTOR CO., INC.
1205 S. STATE
P.O. BO 339
JERSEYV LLE, IL 62052

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06/16/10	10	FORD	TAURUS	1FAHP2KT6AG[redacted]	1277	9976	10026	
11/28/09	06/21/10	12	00:00		83.00	00	07/08/10	
90254		[redacted]			U6/RED		1	

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HERON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAI ER

THE FACTORY WARRANTY CONSIST TES ALL OF THE WARRANTIES WITH RESPEC TO THE SALE OF THIS EQUIPMENT. THE SELL HEREBY EXPRESSLY DISCLAIMS ALL W RANTIES EITHER EXPRESS OR IMPLIED, INCLU ING ANY IMPLIED WARRANTY OF MERCHANTA ILITY OR FITNESS FOR A PARTICULAR PURPO , SELLER NEITHER ASSUMES NOR AUTHORI ES ANY OTHER PERSON TO ASSUME NO IT ANY LIABILITY IN CONNECTION WITH TH SALE OF ITS EQUIPMENT.

CUSTOMER SIGNATURE

>

[redacted]

JERSEYVILLE MOTOR CO., INC.
1205 S. STATE
P.O. BOX 339
JERSEYVILLE, IL 62057

JERSEYVILLE IL [redacted]

*** REPRINT *** CUSTOMER COPY PAGE 1

05/13/10	10	FORD	TAURUS	1FAHP2KT6AG	[redacted]	8277	8395	
11/28/09	05/13/10	11	00:00			83.00	01	05/13/10
89549			[redacted]			U6/RED		2

[illegible]

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HERON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS ITEM.	[redacted]	17.25 25.25 1.25 43.75 1.92 45.67
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE >		

[redacted]

HAILSTORM DAMAGE JUNE 2010

JERSEYVILLE MOTOR CO., INC.
1205 S. STATE
P.O. BOX 339
JERSEYVILLE, IL 62052

JERSEYVILLE IL [redacted]

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07/09/10	10	FORD	TAURUS	1FAHP2KT6AG[redacted]	8277	10026	10026	
11/28/09	07/14/10	10	00:00		83.00	01	07/26/10	OUT ✓
90772	[redacted]				U6/RED		2	

[illegible]

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HERON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE
>

[redacted]

JERSEYVILLE IL [redacted]

JERSEYVILLE MOTOR CO., INC.
1205 S. STATE
P.O. BO. 339
JERSEYVILLE, IL 62052

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07/14/10	10	FORD	TAURUS	1FAHP2KT6AG[redacted]		3277	10026	10026
11/28/09	07/15/10	13	00:00			83.00	00	07/19/10
90856			[redacted]			U6/RED		3

[illegible]

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

>

[redacted]

JERSEYVILLE IL [redacted]

JERSEYVILLE MOTOR CO., INC.
1205 S. STATE
P.O. BOX 339
JERSEYVILLE, IL 62052

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06/16/10	10	FORD	TAURUS	1FAHP2KT6AG[redacted]		1277	9976	10026
11/28/09	06/21/10	12	00:00			83.00	00	07/08/10
90254			[redacted]				U6/RED	1

[illegible]

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

>

[redacted]

Hail Storm Damage
Wind Ins

JERSEY ILLE MOTOR CO., INC.
1205 S. STATE
P.O. BC 339
JERSEYV LLE,IL 62052

JERSEYVILLE IL [redacted]

*** REPRINT *** CUSTOMER COPY PAGE 1

DATE	YEAR	MAKE	MODEL	VIN	CUSTOMER NUMBER	WORK ORDER	TAG
07/09/10	10	FORD	TAURUS	1FAHP2KT6A[redacted]	3277	10026	10026

SERVICE DATE	PROMISED	SVC ADV	PROMISED TIME/TIME	MILEAGE	DATE	PAYMENT	NEXT DATE
11/28/09	07/14/10	10	00:00		83.00	01	07/26/10

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
90772	[redacted]		UG/RED	2

UDB Customer Type: R

REPAIR LINE 001

REPAIR AS PER ESTIMATE, HAIL DAMAGE---AUTO OWNERS INSURAN E CLAIM 73-2323-10
$500.00 DEDUCTIBLE
Bill Code - B
UDB Repair Type: C
UDB Serv Dept: B

SM	SHEET METAL	05 B A	1100.00
R	REFINISH	08 B A	150.00
R	REFINISH	05 B A	255.00
		Total Labor	1505.00
FD AG1Z /	16612/A	HOOD ASY	1030.92
FD AC1Z /	5421453/AA	WEATHERST	108.18
FD AG1Z /	5420555/BB	MOULDING	145.30
FD AG1Z /	5420554/AC	MOULDING	30.07
FD AG1Z /	5425597/AA	WEATHERST	90.82
FD AC1Z /	5425596/AA	WEATHERST	108.62
FD AG1Z /	54255A35/AA	MOULDING	30.68
FD AG1Z /	54255A34/AA	MOULDING	29.72
FD AG1Z /	5451729/A	MOULDING	64.02
FD AG1Z /	5451728/A	MOULDING	70.42
FD DW /	1787/WS	WS/URTHN	129.26
FD /	W704021/S424	CLIP	7.00
		Total Parts	2144.71

MISCELLANEOUS
MARTIN GLASS INVOICE 0235539 REPLACE WINDSHIELD
Bill Code - B PO Number - 90772 85.00
PDR HAIL DAMAGE REPAIR
Bill Code - B PO Number - 90772A 1350.00
CORROSION PROTECTION $25.00/53.00 HAZARDOUS WASTE REMOVAL
Bill Code - B PO Number - 26.11
PAINT AND MATERIAL
Bill Code - B PO Number - 242.89
Total Misc 3904.00

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR ONE YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER THE FACTORY WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS ITEM/ITEMS	LABOR AMOUNT PARTS AMOUNT MISC. CHARGE MATERIAL TAX ON PARTS DEPOSIT PAID SALES TAX OTHER TAX CUSTOMER PAY
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE >	

[redacted]

JERSEYVILLE MOTOR CO., INC.
1205 S. STATE
P.O. BOX 339
JERSEYVILLE, IL 62052

JERSEYVILLE IL [redacted]

*** REPRINT ***

CUSTOMER COPY PAGE 2

DATE	YEAR	MAKE	MODEL	VIN				
07/09/10	10	FORD	TAURUS	1FAHP2KT6AG[redacted]	8277	10026	10026	
SERVICE DATE	SOLICITED	TYPE ADV	PROMISED DATE/TIME	LICENSE	DATE	PAYMENT	INV DATE	
11/28/09	07/14/10	10	00:00		83.00	01	07/26/10	
R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE					
90772		[redacted]			U6/RED		2	

Total Lin 7553.71

Payment Type - 01 CASH SALES 7728.70

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS ITEM/ITEMS.

[redacted]	1505.00
[redacted]	2144.71
[redacted]	3904.00
[redacted]	
[redacted]	7553.71
[redacted]	
[redacted]	174.99
[redacted]	
[redacted]	7728.70

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE
>

[redacted]

JERSEYVILLE MOTOR CO., INC.
1205 S. STATE
P.O. BOX 339
JERSEYVILLE, IL 62052

JERSEYVILLE IL [redacted]

*** REPRINT ***

CUSTOMER COPY PAGE 1

08/27/10	10	FORD	TAURUS	1FAHP2KT6A[redacted]	3277	12929	12929
11/28/09	08/27/10	11	00:00		83.00	01	08/27/10
91760		[redacted]				U6/RED	1

[redacted]

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THE ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS ITEM/ITEMS
(HONED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE >

[redacted]	16.50
[redacted]	26.15
[redacted]	1.25
[redacted]	
[redacted]	43.90
[redacted]	
[redacted]	1.99
[redacted]	
[redacted]	45.89

[redacted]

JERSEYVILLE IL [redacted]

JERSEYVILLE MOTOR CO., INC.
1205 S. STATE
P.O. BOX 339
JERSEYVILLE, IL 62052

CUSTOMER COPY PAGE 1

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
09/01/10	10	FORD	TAURUS	1FAHP2KT6AG[redacted]	8277	13164	13350	

SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE
11/28/09	09/10/10	13	00:00		83.00	00	09/10/10

R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE	
91868		[redacted]		U6/RED 1

UDB Customer Type: R
Repair Type: R1
License State: IL
========== REPAIR LINE 001 ==========
CUSTOMER STATES WRENCH LIGHT COMES ON AND ALL SYSTEM STOP WORKING
CUSTOMER STATES LACKS POWER AND REAR VIEW CAMERA COMES ON AT TIMES. COULD NOT
DUPLICATE CONCERN. RUN EEC TEST MODES CODE P0705, P0708, P1702. DIAGNOSED PER SERVICE
MANUAL AND REPLACED TRANSMISSION RANGE SENSOR AND SOLENOID BODY DUE TO POOR
CONNECTIONS INSIDE TRANSMISSION. REASSEMBLED AND RETESTED O.K.
Bill Code - W
UDB Repair Type: W
UDB Serv Dept: S
Claim Type: 01
Concern Code: P09
7000F Automatic Transmission Electronic D 15 M.A. 1.50
7000E5 Automatic Transmission - Sensor Ren 15 M.A. 2.30
Total Labor
FD 9E92 / 7H557/B SENSOR AS 1
Failed Code: 42
FD AA82 / 72369/B MODULE - 1
FD XT / 10/QLVC OIL - AUT 5
Total Parts
Total Line

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HERON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	**STATEMENT OF DISCLAIMER** THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS ITEM/ITEMS	LABOR AMOUNT	
		PARTS AMOUNT	
		MISC. SALES	
		MATERIALS	
		TOTAL CHARGE	
		DEDUCTABLE	
		SALES TAX	
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE >	OTHER PAY	
		CUSTOMER PAY	

BBB AUTO LINE
Customer Claim Form

Case number: FRD1026085
Contact Date: 09/27/10
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted] C/O

Mailing address: [redacted]

City: Jerseyville State: IL Zip code: [redacted]

Day phone: [redacted] Evening phone: Cell phone:

Fax: E-mail address:

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: Taurus Year: 2010 Current mileage: 0

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , , IL

Primary Servicing dealer/city/state: JERSEYVILLE MOTOR COMPANY, INC., JERSEYVILLE IL

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: Mileage at purchase/lease:

First repair attempt date: First repair attempt mileage: 0

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☐ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Lienholder/Leasing Company _____ **Phone Number** _____

Account Number _____

CCF

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Illinois

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

AGE/MILEAGE REQUIREMENTS

Claims seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

ELIGIBLE VEHICLES

Claims may be filed for Ford, Lincoln, and Mercury cars and light trucks that are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;

PE13-003 001365LCPV

- Currently registered in Illinois; and
- Purchased or leased in the United States and normally operated in the United States.

The following vehicles are **not eligible** for BBB AUTO LINE:

- F-450, F-550, and F-650 pick-up trucks.
- Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

- Repairs.
- A Ford Extended Service Plan for the customer's current vehicle.
- Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- Repurchase of the vehicle.
- Replacement of the vehicle **only** if it was purchased or leased *new*.

REPAIRS/REIMBURSEMENT FOR REPAIRS

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

REPURCHASE/REPLACEMENT

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and

- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and

- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

PE13-003 001366LCPV

If the arbitrator finds that the claim meets these conditions, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

- **Repurchase** – If the vehicle was **purchased**, Ford will refund the actual amount that the customer paid for the vehicle (not including any modifications or additions after the vehicle's purchase or lease), not including finance charges, less a reasonable allowance for use. If the vehicle was **leased**, Ford will refund to the customer payments made to the lending institution or lessor, including finance charges, plus net trade-in and cash down payment (not including rebates, if any), less a reasonable allowance for use. For both **purchased** and **leased** vehicles, Ford will also provide the pay-off amount to the lienholder or lessor in accordance with the financing or lease agreement.

  If the vehicle being repurchased is covered by a Ford Extended Service Plan that the customer purchased, that plan will be cancelled and its pro-rated cost refunded. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

- **Replacement of a vehicle purchased or leased new** – The customer will select a new vehicle from dealer inventory that is from the same model year as, and substantially identical to, the vehicle being replaced (not including any modifications or additions after the vehicle's purchase or lease).

  If the customer selects a vehicle that has different equipment options, the customer will incur the cost of upgraded equipment.

  If a replacement vehicle of the same vehicle model or from the same model year as the current vehicle is not available, the customer may select a different model or model year vehicle but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the vehicle being replaced and the M.S.R.P. of the new replacement vehicle.

  If the vehicle being replaced is covered by a Ford Extended Service Plan that the customer purchased, Ford will provide the customer with the most nearly equivalent Ford Extended Service Plan available for the replacement vehicle at no cost to the customer. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

  Important: Replacement is not an available remedy if the current vehicle was purchased used.

Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator awards a **replacement**, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

PE13-003 001367LCPV

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100{,}000} \times \text{purchase price}$$

- If the arbitrator awards a **repurchase**, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100{,}000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

PE13-003 001368LCPV

CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  (1) maintenance and wear items not covered by the Warranty;
  (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford Motor Co.
- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

DEALER 53W 182 VIN 1FAHP2KT6AG[redacted]

		Suggested Retail Price	Invoice Amount
	TAURUS AWD SHO	37170.00	34043.00
	2010 MODEL YEAR		
U6	RED CANDY METALLIC TINTED	295.00	257.00
QW	CHARCOAL BLACK LEATHER SEATING		
	INCLUDED ON THIS VEHICLE		
	RAPID SPEC 402A	3700.00	3219.00
	HEATED/COOLED FRONT SEATS		
	POWER MOONROOF		
	SONY AUDIO SOUND SYS W/12-SPKR		
	HEATED REAR SEATS		
	REAR WINDOW POWER SUNSHADE		
	BLIND SPOT MONITORING SYS		
	RAIN SENS WPRS/AUTO HIGHBEAM		
	REAR VIEW CAMERA		
	ADJUSTABLE PEDALS W/MEMORY		
	OPTIONAL EQUIPMENT		
99T	.3.5L GTDI V6 ECOBOOST ENGINE	NC	NC
44C	.6-SPEED SELECTSHIFT TRANS	NC	NC
TB4	P245/45R20 V RATED TIRES	NC	NC
153	FRONT LICENSE PLATE BRACKET	NC	NC
51A	ADAPT CRUISE/COLLI WARNING	1195.00	1040.00
61C	MULTI-CONTOURED SEAT	595.00	518.00
64B	20" 5-SPK LUSTER NKL ALUM WHL	695.00	605.00
	TOTAL OPTIONS	6480.00	5639.00
	TOTAL VEHICLE & OPTIONS	43650.00	39682.00
	DESTINATION & DELIVERY	825.00	825.00
	TOTAL BEFORE DISCOUNTS	44475.00	40507.00
	##SPECIAL ADDED DISCOUNTS#	700.00-	609.00-
	TOTAL FOR VEHICLE	43775.00	
	FUEL CHARGE		50.73
	FDAF/LMDA ASSESSMENT		620.00
	SHIPPING WEIGHT 4424 LBS.		
	TOTAL	43775.00	40568.73

This Invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to

Jerseyville Motor Company, Inc53W182
P.O. BOX 339
Jerseyville IL 62052

Order Type	Ramp Code	Batch ID	Price Level
1	CS79	9K072	020

Ship to (if other than above)

Date Inv. Prepared			Item Number	Transit Days
10	07	09	53-1054	05

Ship Through

Invoice & Unit Identification NO.	Final Assembly Point	Finance Company and/or Bank
1FAHP2KT6A[redacted]	CHICAGO	Ford Motor Credit 000001

Total Holdback	Invoice Total	A & Z Plan	D Plan	X Plan
1289	40568.73	39012.23	39112.23	40681.46

This invoice to be used for the billing of vehicles only

Dealer's copy

[redacted]

CT Corporation

Service of Process Transmittal

03/08/2011
CT Log Number 518149707

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in Michigan**

FOR: Ford Motor Company (Domestic State: DE)

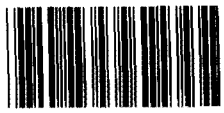
ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, etc. and Star Lincoln, Inc., etc., Dfts.
DOCUMENT(S) SERVED:	Summons and Return of Service Form, Complaint and Jury Demand, Exhibit(s), Labels
COURT/AGENCY:	3rd Circuit Court, Wayne County, MI Case # 11002054NZ
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - Failure to repair and/or correct defects - Pertaining to a 2010 Lincoln MKS, VIN 1LNHL9FT7AG[redacted] - Seeking a Declaratory Judgment, Rescission of Contract and Revocation of Acceptance
ON WHOM PROCESS WAS SERVED:	The Corporation Company, Bingham Farms, MI
DATE AND HOUR OF SERVICE:	By Process Server on 03/08/2011 at 12:22
JURISDICTION SERVED :	Michigan
APPEARANCE OR ANSWER DUE:	Within 21 days
ATTORNEY(S) / SENDER(S):	Steven S. Toth Consumer Legal Services, P.C. 30928 Ford Rd. Garden City, MI 48135-1803 734-261-4700
REMARKS:	Please note: The court labels have been received, however, the labels will not be imaged. Consequently, the documents are being forwarded via hard copy.
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 794507010907 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	The Corporation Company Stephanie Hendrickson 30600 Telegraph Road Suite 2345 Bingham Farms, MI 48025-5720 248-646-9033

OFFICE OF THE GENERAL COUNSEL
11 MAR -9 PM2:18
LITIGATION PRACTICE GROUP

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

STATE OF MICHIGAN
THIRD CIRCUIT COURT



SUMMONS AND RETURN OF SERVICE

CASE NO. 1[illegible]-[illegible]2054-NZ

COURT ADDRESS: 2 WOODWARD AVENUE, DETROIT, MICHIGAN 48226

COURT TELEPHONE NO. (313) 224-

THIS CASE ASSIGNED TO JUDGE: Kathleen Macdonald Bar Number: 38029

PLAINTIFF		DEFENDANT
SHARMA, ALLEN	VS	FORD MOTOR COMPANY

PLAINTIFF'S ATTORNEY

Toth, Steven S.
(P-4448[illegible]
30928 Ford Rd
Garden City, MI 48135-1803
(734) [illegible]-4700

CASE FILING FEE		JURY FEE
Paid		Paid
ISSUED	**THIS SUMMONS EXPIRES**	**DEPUTY COUNTY CLERK**
02/18/2011	05/20/2011	Rita Causey

*This summons is invalid unless served on or before its expiration date. Cathy M. Garrett – Wayne County Clerk

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

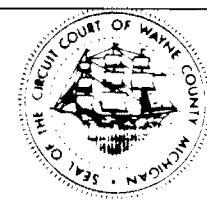
The docket number and assigned judge of the civil/domestic relations action are:

Docket no.	Judge	Bar no.

The action ☐ remains ☐ is no longer pending.

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

Date _____ Signature of attorney/plaintiff _____



COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE.

If you require special accommodations to use the court because of disabilities, please contact the court immediately to make arrangement.

mfZ

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

ALLEN SHARMA,

Plaintiff,

v NZ

FORD MOTOR COMPANY, a Delaware Corporation
and STAR LINCOLN, INC. D/B/A STAR
LINCOLN-MERCURY, INC., a Michigan Corporation,
Jointly and Severally,

Defendants.

_____/

CONSUMER LEGAL SERVICES, P.C.
STEVEN S. TOTH P-44487
KATHERINE M. PITTEL P-68878
TRAVIS L. SHACKELFORD P-68710
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

_____/

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, CONSUMER LEGAL SERVICES, P.C., who complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of West Bloomfield, Oakland County, Michigan.

2. Defendant, Ford Motor Company (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Ford vehicles and related equipment, with its corporate headquarters in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Star Lincoln, Inc. d/b/a Star Lincoln-Mercury, Inc. (hereinafter referred to as "Lessor"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the City of Southfield, Oakland County, Michigan.

4. On or about April 5, 2010, Plaintiff leased a new 2010 Lincoln MKS, VIN 1LNHL9FT7AG606013 (hereinafter referred to as "2010 MKS"), from the Lessor which was manufactured by the Manufacturer (see copy of Vehicle Lease Agreement attached as Exhibit A).

5. Along with the lease of the 2010 MKS Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Lessor (a copy of the written warranty is in the possession of the Defendants).

6. Plaintiff has taken the 2010 MKS to the Manufacturer's authorized agent/dealer, Lessor, on at least three (3) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2010 MKS include the following:

Date	Mileage	Invoice #	Complaint
07/27/10	6,483	117765	**ENGINE DEFECT:** When moving from a complete stop, vehicle is slow to accelerate and harsh to engage
08/16/10	7,949	118255	**ENGINE DEFECT:** Engine stalls at slow speeds and at speeds greater than 50 miles per hour, no problems with starting back up
11/17/10	12,849	120315	**ENGINE DEFECT:** Lack of acceleration when trying to merge onto freeway, reverse light has been on when going forward, lights on in drive at times; front parking sensors go off when driving with not objects in front of vehicle

7. This cause of action arises out of Defendants' misrepresentations, various breaches of warranties, violations of statutes and breaches of covenants of good faith and fair dealing as hereinafter alleged.

8. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS ($25,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants, together with equitable relief. In addition, Plaintiff seeks damages from Defendants for incidental, consequential, exemplary and actual damages including interest, costs, and actual attorneys' fees.

COUNT I
BREACH OF EXPRESS WARRANTY

9 Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.

10. Plaintiff is a "lessee" under the Michigan Uniform Commercial Code, MCLA 440.2803 (n).

11. Manufacturer is a "supplier" under the Michigan Uniform Commercial Code, MCLA 440.2803 (x).

12. Lessor is a "lessor" under the Michigan Uniform Commercial Code, MCLA 440.2803 (p).

13. The 2010 MKS constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2803 (h).

14. The Lease attached as Exhibit A is a "consumer lease" under the Michigan Uniform Commercial Code, MCLA 440.2803 (e).

15. Plaintiff 's lease of the 2010 MKS was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Lessor. Whereby said warranty was part of the basis of the bargain of the lease contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Lessor for its lease of the 2010 MKS.

16. The benefit of the Manufacturer's express warranty extends to Plaintiff under the Uniform Commercial Code, MCLA 440.2859 (1).

17. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Lessor would provide repair of the 2010 MKS free of charge to Plaintiff under specific terms as stated in the express warranty.

18. In fact, Plaintiff discovered the 2010 MKS had defects and problems after Plaintiff purchased said vehicle as discussed above.

19. Plaintiff notified Manufacturer and Lessor of the aforementioned defects.

20. Plaintiff has provided the Lessor and the Manufacturer with sufficient opportunities to repair or replace the 2010 MKS.

21. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

22. The Manufacturer and Lessor have failed to adequately repair the 2010 MKS and/or have not repaired the 2010 MKS in a timely fashion, and the 2010 MKS remains in a defective condition.

23. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2010 MKS's defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose.

24. The 2010 MKS continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

25. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2010 MKS.

26. The Manufacturer and Lessor induced Plaintiff's acceptance of the 2010 MKS by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

27. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2010 MKS and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

28. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2010 MKS was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, pursuant to M.C.L.A. 440.2969 (4), Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the use of the good accepted and the value it would have had if it had been as warranted for the lease term.

29. The Manufacturer and Lessor have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to M.C.L.A. 440.2958; and M.C.L.A. 440.2969; and 440.2967; and 440.2970.

WHEREFORE, Plaintiff prays for judgment against Defendants:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2010 MKS;

C. To cancel the lease contract covering the 2010 MKS and payoff the balance on the same;

D. For incidental and consequential damages, and actual damages for breach of warranty;

E. For costs, interest and attorneys' fees;

F. To rescind the Contract; and

G. For such other equitable relief this Court deems appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

30. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 29 as though herein fully restated and realleged.

31. The Manufacturer and Lessor are "merchants" with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.

32. The 2010 MKS was subject to implied warranties of merchantability under MCLA 440.2862, running from the Manufacturer and the Lessor to the benefit of Plaintiff.

33. The 2010 MKS was not fit for the ordinary purpose for which such goods are used.

34. The defects and problems hereinbefore described rendered the 2010 MKS unmerchantable.

35. The Manufacturer and Lessor failed to adequately remedy the defects in the 2010 MKS and the 2010 MKS continued to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Defendants:

A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;

B. For damages occasioned by the breach of the implied warranty;

C. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2010 MKS;

D. To cancel the lease contract covering the 2010 MKS and pay off the balance on the same;

E. For incidental and consequential damages, and actual damages for breach of warranty;

F. For costs, interest and attorneys' fees;

G. To rescind the Contract; and

H. For such other equitable relief this Court deems appropriate.

COUNT III
BREACH OF WRITTEN WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

36. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 35 as though herein fully restated and realleged.

37. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

38. The Lessor is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

39. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

40. The 2010 MKS is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

41. The 2010 MKS was manufactured, sold and purchased after July 4, 1975.

42. The express warranty given by the Manufacturer pertaining to the 2010 MKS is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

43. The Lessor is an authorized dealership/agent of the manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

44. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Lessor actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Defendants:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2010 MKS;

C. To cancel the lease contract covering the 2010 MKS and pay off the balance on the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and attorneys' fees;

F. To rescind the Contract; and

G. Such other relief this Court deems appropriate.

COUNT IV
BREACH OF IMPLIED WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

45. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 44 as though herein fully stated and realleged.

46. The above-described actions on the part of the Lessor and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Lessor:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2010 MKS;

C. To cancel Plaintiff's retail installment contract and pay off the balance on the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and attorneys' fees;

F. To rescind the Contract; and

G. Such other relief this Court deems appropriate.

COUNT V
VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT
MCLA 445.901 ET SEQ; MSA 19.418(1) ET SEQ.

47. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 46 as though herein fully restated and realleged.

48. Plaintiff is a "person" within the meaning of MCLA 445.902(c); MSA 19.418(2)(c).

49. Manufacturer and Lessor are engaged in "trade or commerce" as defined in MCLA 445.902(d).

50. The Manufacturer and Lessor have engaged in unlawful, unfair, unconscionable, or deceptive methods, acts or practices, including but not limited to:

(a) The Manufacturer and Lessor represented to Plaintiff the 2010 MKS and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Lessor represented to Plaintiff the 2010 MKS and the warranty thereof were of a particular quality and standard and they were not.

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 2010 MKS, the Manufacturer and Lessor have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Lessor have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2010 MKS.

(e) The Manufacturer and Lessor have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2010 MKS and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Lessor have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2010 MKS to be other than they actually were.

(g) The Manufacturer and Lessor have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the represented or suggested service to the 2010 MKS to be other than it actually was.

(h) The Manufacturer and Lessor have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2010 MKS to Plaintiff.

(i) The Manufacturer and Lessor have failed to disclaim or limit the implied warranty of merchantability and fitness for use in a clear and conspicuous manner.

(j) The Manufacturer and Lessor have failed to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

51. The Plaintiff has suffered loss and damages as a result of the aforesaid violations of the Consumer Protection Act.

WHEREFORE, Plaintiff prays this Court enter a declaratory judgment as to the violations of the Michigan Consumer Protection Act and for judgment against Manufacturer and Lessor for all damages Plaintiff has incurred, including reasonable attorneys' fees as provided by statute, together with interest, costs and expenses of this suit, and such other relief as this Court deems appropriate and equitable.

COUNT VI
BREACH OF CONTRACT

52. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 51 as though herein fully restated and realleged.

53. An express limited warranty accompanied the delivery of the 2010 MKS to Plaintiff. The limited warranty provided the Lessor would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

54. The limited warranty, given by the Manufacturer and adopted by the Lessor when the Lessor serviced and repaired the 2010 MKS created a contractual relationship between the Manufacturer/Lessor and Plaintiff.

55. The Manufacturer and Lessor have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

WHEREFORE, Plaintiff prays for judgment against Defendants:

A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the lease of the 2010 MKS;

B. For incidental, consequential, exemplary and actual damages;

C. For costs and expenses, interest, and attorneys' fees;

D. To rescind the Contract; and

E. Such other relief this Court deems appropriate.

COUNT VII
RESCISSION OF CONTRACT

56. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 55 as though herein fully restated and realleged.

57. An express limited warranty covering accompanied the delivery of the 2010 MKS to Plaintiff. The limited warranty provided the Lessor would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

58. The limited warranty, given by the Manufacturer and adopted by the Lessor when the Lessor serviced and repaired the 2010 MKS created a contractual relationship between the Manufacturer/Lessor and Plaintiff.

59. The Manufacturer and Lessor have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

60. The actions of the Manufacturer and Lessor have resulted in a failure of consideration justifying the rescission of the contract.

61. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, together with interest, are not restored.

WHEREFORE, Plaintiff prays for judgment and the following relief against all Defendants:

A. That this Court order a rescission of the lease contract covering the 2010 MKS by ordering Defendants to refund all monies paid by Plaintiff and ordering Plaintiff to return the 2010 MKS to the Defendants;

B. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the lease of the 2010 MKS;

C. For incidental, consequential, exemplary and actual damages;

D. For costs and expenses, interest, and attorneys' fees;

E. To rescind the Contract; and

F. Such other relief this Court deems appropriate.

COUNT VIII
VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;
MCL 257.1401 ET SEQ; MSA 9.2705

62. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 61 as though herein fully restated and realleged.

63. Plaintiff is a "consumer" under the Michigan New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), MCL 257.1401(a).

64. Manufacturer, is a "manufacturer" under the Lemon Law, MCL 257.1401(d).

65. The 2010 MKS is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

66. The 2010 MKS is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

67. The express warranty given by Manufacturer, covering the 2010 MKS is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

68. The Lessor is a "new motor vehicle dealer" under the Lemon Law, MCLA 257.1401(h).

69. Plaintiff's 2010 MKS has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers, within 2 years of the date of the first attempt to repair the defect or condition; and/or

(b) Said vehicle was out of service for 30 or more days within the time limit of the Manufacturer's express warranty and within one year from the date of delivery to Plaintiff.

70. After notifying Manufacturer of the aforementioned defects following the third repair attempt and/or 25 days in a repair facility, the Manufacturer was allowed a final repair attempt.

71. Manufacturer's attempted repair was unsuccessful as the 2010 MKS continues to manifest the aforementioned defects.

72. The aforementioned defects substantially impair the use or value of the 2010 MKS to the Plaintiff and/or prevent the 2010 MKS from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2010 MKS with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the lease price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable allowance for Plaintiff's use of the vehicle. In

addition, pursuant to MCL 257.1403(4), the Manufacturer must pay off the balance on the lease contract unless consumer accepts a vehicle of comparable value.

C. Pursuant to MCL 257.1407, Plaintiff is entitled to a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended by Plaintiff's attorney in commencement and prosecution of this action;

D. Incidental and consequential damages;

E. For prejudgment interest;

F. To rescind the Contract; and

G. For such other and further relief as may be justified in this action.

COUNT IX
REVOCATION OF ACCEPTANCE

73. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 72 as though herein fully restated and realleged.

74. Plaintiff accepted the 2010 MKS without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

75. In the alternative, Plaintiff reasonably assumed , and Manufacturer and Lessor represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

76. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

77. The nonconformities substantially impair the value of the 2010 MKS to the Plaintiff.

78. Plaintiff has previously notified Manufacturer and Lessor of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2967 and demanded the refund of Plaintiff's lease payments (rent) and security interest for the 2010 MKS and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

79. Manufacturer and Lessor have nevertheless refused to accept return of the 2010 MKS and have refused to refund any part of the sum equal to the lease payments (rent) and security interest and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Lessor:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2010 MKS;

C. To cancel the lease contract covering the 2010 MKS and pay off the balance on the same;

D. For incidental and consequential damages, and actual damages for breach of warranty;

E. For costs, interest and attorneys' fees;

F. To rescind the Contract; and

G. For such other equitable relief this Court deems appropriate.

COUNT X
VIOLATION OF THE MOTOR VEHICLE SERVICE AND REPAIR ACT
MCLA 257.1301, ET SEQ.

80. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 79 as though fully restated and realleged.

81. The Seller is a "motor vehicle repair facility" as defined by MCLA 257.1302(g)

82. The Seller is subject to the Motor Vehicle Service And Repair Act, MCLA 257.1301, et seq.

83. The Seller has engaged or attempted to engage in methods, acts, or practices which were unfair or deceptive under said Act and/or the rules in effect during the relevant time period herein pursuant to MCLA 257.1307, 257.1334, 157,1335, 257.1336, and 257.1337; and Michigan Administrative Rules 257.131 through 257.137 including, but not limited to:

a) Failing to reveal material facts, the omission of which tends to mislead or deceive the Plaintiff and which facts could not reasonably be known by Plaintiff;

b) Allowing Plaintiff to sign an acknowledgment, certificate or other writing which affirms acceptance, delivery, compliance with a requirement of law, or other performance, when the Seller, knows or had reason to know that the statement is not true;

c) Failing upon return of the vehicle to the Plaintiff to give a written statement of repairs to the Plaintiff which accurately discloses:

(I) Repairs or services performed, including a detailed identification of all parts that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and

(II) A certification that authorized repairs were completely proper or a detailed explanation of an inability to complete repairs properly, to be signed by the owner of the facility or by a person designated by the owner to represent the facility and showing the name of the mechanic who performed the diagnosis and the repair;

d) Providing a contract that has gross discrepancies between the oral representations of the facility and the written agreement covering the same transaction;

e) Making an untrue or misleading statement of a material fact;

f) Entering into a contract which attempts to abrogate, disclaim or disallow the legal rights, obligations, or remedies of a customer;

g) Failing to promptly restore to the person entitled whereto any payment when a contract was rescinded or otherwise terminated in accordance with the contract or by law;

h) Failing to perform promised repairs within a reasonable time;

i) Failing to honor an express warranty;

j) Replace a part with one that lacks merchantability or fitness, or represent that parts or components provided or repairs performed are of a particular standard or grade when in fact they are not.

k) Failing to disclose in written language which is clear as to the nature or scope of a warranty all material aspects and intent, including, but not limited to, what

is warranted, who will honor the warranty, the duration of the warranty, obligations, if any, of the person to whom the warranty is extended, and exceptions and exclusions from the terms of the written warranty agreement.

84. As a result of the Seller's actions Plaintiff has suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys' fees as provided in the Motor Vehicle Service and Repair Act, specifically MCLA 257.1336.

WHEREFORE, Plaintiff prays for judgment against all Defendants:

A. For incidental, consequential, exemplary, statutory and actual damages;

B. Double damages pursuant to MCL 257.1336;

C. For costs and expenses, interest, and attorneys' fees pursuant to MCL 257.1336;

D. To rescind the contract; and

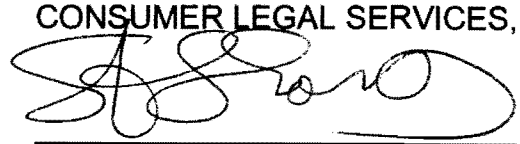
E. Such other relief this Court deems appropriate.

JURY DEMAND

Plaintiff demands trial by jury on all issues triable as such.

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

By: 

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Dated: February 9, 2011

STATE OF MICHIGAN

APPLICATION FOR MICHIGAN TITLE & REGISTRATION
STATEMENT OF VEHICLE SALE

DEPARTMENT OF STATE

DEAL # 37538

Purchase Date 04/05/2010 — Invoice/Stock No.

Delivery Date 04/05/2010 — 606013 Invoice/Stock No.

Dealer STAR LINCOLN-MERCURY, Inc.

Address 24350 Twelve Mile Road P.O. Box 2142

City SOUTHFIELD

County OAKLAND — State MICHIGAN — Zip Code 48084

Dealer License — Sales Tax License — Phone Number [redacted]

Vehicle Sold XX New ☐ Used ☐ Demo — Trade-In ☐ Yes XX No

Trade-In Year — Make — Vehicle No.

TEMPORARY VEHICLE REGISTRATION USED TO TRANSFER PLATES
Expires 15 days after delivery date

Plate transferred from: Year — Make

Vehicle No. — Plate No. — Temp. Expiration Date

VEHICLE USE AND HISTORY DISCLOSURE:

☐ POLICE VEHICLE ☐ VEHICLE HAS BEEN FLOOD-DAMAGED
☐ GOVERNMENT VEHICLE ☐ SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED
☐ TAXI ☐

ODOMETER MILEAGE

The following section must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title and/or mileage statement.

280 NO TENTHS

XX actual mileage ☐ not actual mileage ☐ exceeds mechanical limits of odometer

I have selected and agree to pay the OPTIONAL $24 CVR electronic filing fee — Customer Initials

Factory Installed Accessories ☐ Factory List Affixed to Vehicle

Dealer Installed Accessories When Optional to Purchaser

REMARKS:

[illegible]

Temporary Registration No. — Temporary Fee Charged ☐ Yes ☐ No

Salesperson JIMMY G

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

"I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS [redacted] NAMED ABOVE."

Title

Expires on Month 2 Day 25 Year 2011 — Months — ☐ NEW PLATE ☐ RENEWAL ☐ TRANSFER

Year 2010 — Make LINCOLN — Body Style 4 DOOR AWD — Code 1 — County 63

Vehicle No. 1LNHL9FT7AG[redacted] — Fee Category/Weight 47 — License Fee 231.00

Driver License No. [redacted] — Title 15.00

1) [redacted]

2) — County of Residence OAKLAND — Write Late Fee N/A

Complete Names and Addresses of All Owners or Lessors
CAB WEST LLC -LSR
P.O. BOX 105704
ATLANTA GA 30348-5704

Tax N/A — Reg. Transfer Fee N/A

Complete Names and Addresses of All Owners or Lessees
[redacted]

Total - Transfer to 44 246.00

Full Rights to Survivor ☐ Yes ☐ No

Insurance Company Citizens — [redacted]

First Secured Interest HTD LEASING LLC — Filing Date 04/05/2010

Address P.O. BOX 105704

City-State Zip ATLANTA GA 30348-5704

1. PURCHASE PRICE OF VEHICLE (Including Freight & Accessories)		48589.16
2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Temp. Reg. Fee, Etc.)		670.00
2. A. OPTIONAL $24 ELECTRONIC FILING FEE		24.00
3. TOTAL TAXABLE PRICE		49283.16
4. (Above total) SALES TAX - LICENSE - TITLE		246.00
5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)		N/A
6. TOTAL DELIVERED PRICE		49529.16
7. CASH ON DEPOSIT		N/A
8. CASH DUE ON DELIVERY		3474.90
9. TRADE-IN	$ N/A	
10. LESS LIEN	$ N/A	N/A
11. TOTAL DOWN PAYMENT		3474.90
12. UNPAID BALANCE TO BE FINANCED		46054.26
13. INSURANCE SURCHARGE*		N/A
14. TOTAL AMOUNT OF FINANCE CONTRACT		N/A

* TYPE OF INSURANCE
WARNING: This insurance is not PL/PD No Fault Insurance required by Michigan law.
☐ CREDIT LIFE ☐ HEALTH & ACCIDENT
☐ GAP INSURANCE ☐

PURCHASER WARNING: DO NOT SIGN BLANK FORM

I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for a registration. I certify that my driver license is not suspended, revoked, or denied, as a repeat offender and I am eligible to purchase or register the vehicle. I further certify that if a tax exemption is shown above it is valid.

04/05/10 Date — 04/05/10 Date

Date X — Date X

Date X Purchaser's/Lessor's Signature(s) — Date X Lessee's Signature(s)

PURCHASERS NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 30 DAYS, CONTACT A SECRETARY OF STATE OFFICE OR CALL (517) 322-1460

EXHIBIT A

PE13-003 001395LCPV

MICHIGAN
MOTOR VEHICLE LEASE AGREEMENT

DATE 04/05/2010

1-800-727-7000	LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)	LESSOR (Name and Address)
Credit [redacted] www.fordcredit.com	[redacted] WEST BLOOMFIELD MI [redacted]	STAR LINCOLN- MERCURY, INC. 24350 W. 12 MILE RD. SOUTHFIELD MI 48034

"Finance Company" is FORD MOTOR CREDIT COMPANY. The "Holder" is CAB WEST LLC and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."
If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	180	2010 LINCOLN MKS	1LNHL9FT7AG[redacted]	PERSONAL

1. Amount Due At Lease Signing or Delivery (Itemized Below) *
$ 4550.00

2. Payments

(a) Monthly Payments

Your first monthly payment of $ 515.67 is due on 04/05/10, followed by 23 payments of $ 515.67 due on the 5th day of each month. The total of Your monthly payments is $ 12376.08.

(b) Advance Payment

Your Payment of $ N/A is due on N/A. The total of Your payment is $ N/A.

3. Other Charges (not part of Your monthly payment)

Disposition fee (if You do not purchase the Vehicle) $ N/A

N/A N/A

Total $ N/A

4. Total of Payments (The amount You will have paid by the end of the lease)
$ 16410.41

Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	$ 3474.90
b. First monthly payment	515.67
c. Advance payment	N/A
d. Refundable security deposit	N/A
e. Title fees	15.00
f. Registration fees	231.00
g. Acquisition fee	N/A
h. TAX ON CAP RED/UPFRONT TAXES	214.43
i. N/A	N/A
j. DOC FEE	75.00
k. N/A	N/A
l. ELEC FILING FEE	24.00
m. N/A	N/A
Total	$ 4550.00

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	$ N/A
b. Rebates and noncash credits	1550.00
c. Amount to be paid in cash	3000.00
d.	N/A
Total	$ 4550.00

7. Your payment is determined as shown below:

a. **Gross capitalized cost.** The agreed upon value of the Vehicle ($ 49599.16) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (Itemized below - Item 19) **		$ 49184.16
b. **Capitalized cost reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	−	3474.90
c. **Adjusted capitalized cost.** The amount used in calculating Your base payment	=	45709.26
d. **Residual value.** The value of the Vehicle at the end of the lease used in calculating Your base payment	−	34432.00
e. **Depreciation and any amortized amounts.** The amounts charged for the Vehicle's decline in value through normal use and	−	11277.26

XX or distributor of the vehicle)

☐ N/A

N/A

a. Credit Life Insurance $ N/A (Initial Coverage) $ N/A (Premium) N/A (Insured(s))

N/A (Insurance Company)

Lessee: X Co-Lessee: X

b. Credit Disability Insurance $ N/A (Monthly Coverage) $ N/A (Premium) N/A (Insured(s))

N/A (Insurance Company)

Lessee: X Co-Lessee: X

13. OFFICIAL FEES AND TAXES $ 1284.95 The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of $1,000; and (b) collision and upset insurance with a maximum deductible of $1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of $ 20000.00 for any one person and $ 40000.00 for any one accident, and $ 10000.00 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See item 24 on back)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

15. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.8% of the full amount of the scheduled payment or $50.00 whichever is less.

17. LESSOR SERVICES N/A

(See item 22 on back) N/A

18. VEHICLE LOSS EARLY TERMINATION PAYOFF BALANCE AND INSURED CASH VALUE The early termination payoff balance (as determined by Finance Company under items 29 and 35) may be different from the actual cash value of the Vehicle as determined by the insurer of the Vehicle.

YOUR LIABILITY UPON LOSS OR DESTRUCTION OF VEHICLE Unless You are eligible for the Gap Waiver (item 35), if the early termination payoff balance is greater than the actual cash value of the Vehicle, You must pay the difference to Finance Company (as provided in item 35).

Lessee: X [redacted] Co-Lessee: X

19. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
$ 40589.16	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ 595.00	+ $ N/A
N/A	N/A	N/A	N/A	N/A	N/A	Total Gross Capitalized Cost
+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	= $ 49184.16

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease m[redacted] Company.

Lessee: [redacted] By: X Title:

Co-Lessee: By: X 4/6/10 Title:

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in copy of this lease. You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

Lessee [redacted] By: X Title:

Co-Lessee: By: X Title:

Lessor and Lessee are hereby notified that Holder has assigned to QI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.
Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

Lessor: STAR LINCOLN MERCURY, INC. By: X Title:

FC 19021-P SEPT 06
FC 19021-APP
Previous editions may NOT be used.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - LESSOR PLY 4 - CO-LESSEE/GUARANTOR

01 STOCK# 271005

GMAC SMARTLEASE AGREEMENT — MONTHLY PAYMENT

FE) ("You") name and address, including county	Garaging address (if different)	LESSOR (Retailer)
[redacted] WI [redacted] WALWORTH	Principal driver (if business use)	BARRY BUNKER CHEVROLET CADI 1307 WABASH AVENUE MARION, IN 46952

ase a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back.
to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned (if it is assigned).

Lessor (Retailer) will assign this lease and sell the vehicle to GMAC.

GMAC helped to arrange this lease and Lessor (Retailer) will assign it and sell the vehicle to Central Originating Lease Trust.

Lessor (Retailer) will assign this lease and sell the vehicle to _____

Lessor (Retailer) intends not to assign this lease.

THE VEHICLE YOU ARE LEASING

Make & Model	Body Style	Vehicle ID #	Mileage	Primary Use
CHEVROLET SUBURBAN	UT	1GNFK16337J[redacted]	250	XX Personal, Family, or Household; ☐ Commercial, B Agricultural; GVW (if truck) _____; ☐ Public Conveyi

GENERAL CONSUMER LEASING ACT DISCLOSURES

2. Monthly Payments
Your first monthly payment of $ 592.50 is due on 04/07/2007, followed by 38 payments of $ 592.50 due on the 7TH day each month.
The total of your monthly payments is $ 23107.50

3. Other Charges (not part of your monthly payment)
Disposition fee (if you do not purchase the vehicle) $ N/A
N/A
Total $ N/A

4. Total of Payments (The amount you will by the end of the leas $ 26

Itemization of Amount Due at Lease Signing or Delivery

se Signing or Delivery:

duction	$ 5000.00
ment	$ 592.50
ty deposit	$ N/A
	$ N/A
	$ N/A
	$ 300.00
	$ N/A
	$ N/A
	$ N/A
j. Total	$ 5892.50

6. How the Amount Due at Lease Signing or Delivery will be paid:

a. Net trade-in allowance	$
b. Rebates and noncash credits	$ 1
c. Amount to be paid in cash	$ 4
d. Total	$ 5

7. Your monthly payment is determined as shown below:

cost. The agreed upon value of the vehicle ($ 50682.65) and any items you pay for over the lease term (such as service contracts, y outstanding prior credit or lease balance)		$ 51
reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost	−	$ 5
zed cost. The amount used in calculating your base monthly payment	=	$ 46
The value of the vehicle at the end of the lease used in calculating your base monthly payment	−	$ 34
l any amortized amounts. The amount charged for the vehicle's decline in value through normal use, and for other items paid over	=	
e amount charged in addition to the depreciation and any amortized amounts	+	$ 10
onthly payments. The depreciation and any amortized amounts plus the rent charge	=	$ 21
. The number of payments in your lease	÷	39
yment	=	$
e tax (estimated)	+	$
	+	$
yment	=	$ 5

Early Termination. You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater this charge is likely to be.

sa. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 10,000 miles per year at the rate of $ .25 per mile.
f of Lease Term. You have an option to buy the vehicle at the end of the lease term for $ 35460.00, plus official fees and taxes.
. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

ROSS CAPITALIZED COST.
of the vehicle $ 50096.24
$ 595.00

16. CHARGE FOR FINES. If the government places a fine on the vehicle and you promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus $20.

[illegible]	+ $	[illegible]
[illegible]	+ $	N/A
[illegible]	+ $	N/A
[illegible])	+ $	N/A
[illegible]ntract	+ $	N/A
[illegible]nce contract	+ $	N/A
[illegible]nce	+ $	N/A
[illegible]nsurance	+ $	N/A
[illegible]ntlease Protect	+ $	586.42 N/A
	+ $	N/A
I. Gross Capitalized Cost	= $	51277.66

ARE TRADING. N/A (year) N/A (make) N/A (model)

[illegible]	$	N/A
[illegible]	- $	N/A
[illegible]	= $	N/A

D TAXES. You will pay all government license, title, registration, testing, the vehicle. You will pay all taxes on the lease or the vehicle that the ou, the vehicle, or us (except our net income taxes). We may change axes change. We may bill you separately for official fees and taxes.

ID TAXES YOU MUST PAY DURING LEASE $ 1616.40

and taxes may be higher or lower depending on tax rates in effect or the or tax is assessed.

[illegible]	$	15.00
[illegible]axes	$	96.69
[illegible]	$	N/A
[illegible]cluding tax on capitalized cost reduction)	$	1504.71
[illegible]	$	N/A
[illegible]	$	N/A
N/A	$	N/A
N/A	$	N/A
N/A	$	N/A

[illegible] Low 12,000 miles per year

ance. ☐15,000 miles/year. ☐Low mileage: 12,000 miles/year.
☐Medium-duty truck (gasoline): 25,000 miles/year
☐Medium-duty truck (diesel): 35,000 miles/year

buying N/A extra miles at $ N/A per mile. If this lease ends heduled payment is due, we will credit you with $ N/A per mile for mile. **There will be no credit if the lease ends early, you buy the le is a total loss.**

ge on the Odometer at Lease End is 3[illegible]

mileage		25[illegible] miles
vance	+	32,500 miles
iles	+	N/A miles

age. The excess mileage charge is $ .25 per mile for each mile wed miles, plus tax. If the lease ends early and the vehicle is not a total eage and wear charge will not be more than residual value minus the here is no excess mileage charge if you buy the vehicle.

we do not receive a full monthly payment within 10 days after it is due, of 5% of the part of the payment that is late.

17. SCHEDULED LEASE END DATE. This lease is scheduled to end [illegible]
You are entitled to return the vehicle [illegible]

18. LEASE END DAILY EXTENSION CHARGE. $ 59.00 per day (plus tax), b the eighth day after scheduled lease end date.

19. REQUIRED VEHICLE INSURANCE INFORMATION. You affirm that liability a damage policies that meet our requirements (see the other side) are in force on the lease as follows:

Insurance company name:
Insurance agency name:
Agency address:
Agency phone no.:
Agent's name:
Policy no.: ☐Liability ☐Physical damage
Deductibles: Collision $ N/A Comprehensive $ N/A

Insurance company name:
Insurance agency name:
Agency address:
Agency phone no.:
Agent's name:
Policy no.: ☐Physical damage
Deductibles: Collision $ Comprehensive $

20. OPTIONAL LIFE AND DISABILITY INSURANCE. We do not require life Insurance. If you sign below, we will try to get the coverage(s) checked for the lease term. W the premium in your base monthly payment. A notice you receive when you sign this lease coverage(s). The insurance may not cover taxes and other amounts due besides the base monthl

Insurer name: N/A
Address: N/A
N/A

☐ Life insurance (☐ Lessee ☐ Co-Lessee ☐ Both) Premium $
Coverage limit $

☐ Disability insurance (Lessee only) Premium $
Monthly coverage limit $

LESSEE'S SIGNATURE: X Ag

CO-LESSEE'S SIGNATURE: X Ag

21. WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of ar checked below.

☒ Standard manufacturer's warranty
☐

Warranty papers that are separate from this lease state any coverage limits.
The law gives you a warranty that the vehicle conforms to the description in this lease
THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE. WE IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS NO WARRANTY VEHICLE IS FIT FOR A PARTICULAR PURPOSE.

22. OPTIONAL SERVICE AND MAINTENANCE CONTRACTS.
Name: N/A Smoothcare Protect Term N/A months, 32
Name: N/A Term months,
If you are buying a service or maintenance contract now, you may pay for it at lease you do not, the price will be in the capitalized cost and you will pay rent charges on the

AGREEMENT. This lease, including the front and back of this form, contains the entire agreement between you and us relating to the lease of the vehicle. Any chang [redacted]
n from enforcing any of our rights under this lease without losing them.

1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

TERMS OF THIS LEASE. YOU CONFIRM THAT BEFORE YOU SIGNED THIS LEASE, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REV YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT MARION (city) IN (state) ON APR (month) 07 (day) [redacted]

title, and interest in this lease to the party identified in this lease as the intended assignee, under the terms of the Lease Plan Dealer Agreement in effect fr he "Dealer Agreement"). Lessor also assigns all right, title, and interest in the leased vehicle to the party identified in this lease as the intended assignee, or it aler Agreement.

Y BUNKER CHEVROLET CADILLA BY: X [illegible] TITLE: [illegible]

STAR LINCOLN-MERCURY, Inc.

24350 Twelve Mile Road • P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4900

FACILITY REGISTRATION NUMBER F-101393

CUSTOMER NO 24433	PATRICK BRADWELL 24502	5832	INVOICE DATE 08/06/10
[redacted]	75.00 [redacted]	6,483	COLOR CINNAMON ME
WEST BLOOMFIELD, MI [redacted]	10/LINCOLN/MKS/4 DOOR AWD		04/05/10
	1 L N H L 9 F T 7 A G [redacted]		SELLING DEALER NO.
			R.O. DATE 07/27/10
[redacted]			

JOB# 1 CHARGES

LABOR

J# 1 10L1Z DRIVEABILITY HOURS: 1.90 TECH(S):679 WARRANTY

CUSTOMER STATES WHEN MOVING FROM A COMPLETE STOP, VEHICLE IS SLOW TO ACCELERATE AND HARSH TO ENGAGE
TEST EEC. GO TO SEC DZ1 GO TO DZ7. DISCONNECT FRONT EGO SENSOR, CK. VOLTAGE HAS 12 VOLTS GO TO DZ8, R&R COWL PANELS TO ACCESS PCM CONNECTOR TO CK. RESISTANCE NONE GO TO DZ9 CHECK FOR SHORT IN HARNESS. NONE. GO TO DZ10 CK. RESISTANCE OF EGO SENSOR 60 OHMS GO TO DZ11. CK. EGO SENSOR FOR SHORT TO GROUND. OK NONE GO TO DZ29 DISCONNECT PCM CONNECTORS INSPECT MEC PINS REPAIR CONNECTION AT PCM CONNECTOR.
RETEST & ROAD TEST OK NOW

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LIC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2-70L1Z03 RENTAL TAP HOURS: TECH(S):679 WARRANTY

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LIC5 JOB# 2 TOTAL 0.00

TECHNICIAN CERTIFICATION
679 CHUCK GOBART N-110859

TOTALS

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"The repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 02:56pm

SERVICE INVOICE

EXHIBIT B

PE13-003 001400LCPV

STAR LINCOLN-MERCURY, Inc.
24350 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4900

FACILITY REGISTRATION NUMBER F-101393

CUSTOMER NO. 24433	ADVISOR PATRICK BRADWELL 24502	SAG NO. 3707	INVOICE DATE 09/14/10	INVOICE NO. LICS118255
[redacted]	LABOR RATE 75.00	LICENSE NO. [redacted]	MILEAGE 7,949	COLOR CINNAMON ME	STOCK NO. 606013
WEST BLOOMFIELD, MI [redacted]	YEAR / MAKE / MODEL 10/LINCOLN/MKS/4 DOOR AWD		DELIVERY DATE 04/05/10	DELIVERY MILES
	VEHICLE I.D. NO. 1 L N H L 9 F T 7 A G [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	P.T.S.TRU.	P.O. NO.	R.O. DATE 08/16/10	
RESIDENCE PHONE [redacted]	BUSINESS PHONE			MILEAGE OUT

JOB# 1 CHARGES

LABOR
J# 1 09LIZ01 ENGINE CONCERN HOURS: 0.70 TECH(S):679 WARRANTY
CUSTOMER STATES ENGINE STALLS, AT SLOW SPEEDS AND AT SPEEDS
GREATER THAN 50MPH. NO PROBLEM STARTING BACKUP
ROAD TEST FOR MANY DAYS TO VERIFY CONCERN
MONITOR PIDS TP1 & TP2 & ETB ACTUAL & DESIRED
WHILE ON IDS TEST DRIVE HAD CAR IDLE DROP BELOW
SPECIFACATION COUPLE TIMES WITH ADVISOR DRIVING
NEVER ABLE TO CAPURE DATA TRY TO RECREATE BUT
NOT ABLE TO ALL THIS TIME TECH NOT ABLE TO VERIFY STALLING

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2+70LIZ03 RENTAL TAP HOURS: TECH(S):679 WARRANTY

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

TECHNICIAN CERTIFICATION
679 CHUCK GOBART M-110859

TOTALS

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL S.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	0.00

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

PAGE 1 OF 1 CUSTOMER COPY (END OF INVOICE) 02:01pm

SERVICE INVOICE

PE13-003 001401LCPV

[redacted]

LINCOLN-MERCURY, Inc.
24350 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4900

FACILITY REGISTRATION NUMBER F-101886

24439	PATRICK BRADWELL 24502	4304	11/19/10		LTCS120315
[redacted]	75.00 [redacted]	12,849	CINNAMON ME		606013
WEST BLOOMFIELD, MI [redacted]	10/LINCOLN/MKS/4 DOOR AWD		04/05/10		
	1 L N H L 9 F T 7 A G [redacted]				
			11/17/10		
[redacted]					

JOB# 1 CHARGES

LABOR

JOB# 1 10LIE DRIVABILITY WEBERT TECHNICIAN

CUSTOMER STATES LACK OF ACCELERATION WHEN TRYING TO MERGE ONTO FREEWAY. REVERSE LIGHT HAS BEEN ON WHEN DRIVING FORWARD REVERSE LIGHTS ON IN DRIVE AT TIMES FOLLOWED TSB 10-17-4 OK. RESISTANCE AFTER REMOVING CONNECTOR CLOSE AT TRANSMISSION SOLENOID BODY MAIN CONNECTOR WITH SHIFTER IN LOW GEAR FROM PIN 6 AND 4, PIN 8 AND 5, PIN 8 AND 7 ALL HAD LESS THAN 5 OHMS RESISTANCE PIN 8 AND 6 HAD 9.15 OHMS. REMOVED MAIN CONTROL AND COVER SOLENOID BODY ASSEMBLY AND INSTALL NEW TRANS RANGE SENSOR AND RETAINING PIN. CLEARED DTCS NO FAULTS PRESENT AT THIS TIME TRANSMISSION FUNCTIONS NORMALLY AFTER TOPPING OFF FLUID WITH MERCON LV.

PARTS	QTY	PP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	9E5Z-7A057-B	SENSOR 446858			WARRANTY
	1	7T4Z-7E210-A	PIN - R 231298			WARRANTY
	2	XT-10-QLVC	OIL - A 487722			WARRANTY
					TOTAL - PARTS	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LTCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

JOB# 2-ROLLIE16 POWERTRAIN/ENGINE/ELECTRICAL

CUSTOMER STATES FRONT PARKING SENSORS GO OFF WHEN DRIVING WITH NO OBJECTS IN FRONT OF VEHICLE
FUNCTION CHECK OPERATION DIS/BOOK UP
NO DTCS PRESENT
NO PROBLEM FOUND AT THIS TIME

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LTCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

JOB# 3-ROLLIE03 RENTAL CAR HOURS WARRANTY

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX LTCS JOB# 3 TOTAL 0.00

COMMENTS
WAIT

TECHNICIAN CERTIFICATION
24539 SERV DIRECTOR
RAB DOUGLAS BEAUDRY

PAGE 1 OF 2 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 04:18pm

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

[redacted]

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

SERVICE INVOICE

[redacted]

LINCOLN-MERCURY, Inc.
24850 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4900

FACILITY REGISTRATION NUMBER F-101893

CUSTOMER NO.	ADVISOR	BAY NO.	INVOICE DATE	INVOICE NO.
24433	PATRICK BRADWELL 24502	4304	11/19/10	L3C6120315
[redacted]	LABOR RATE 75.00 [redacted]	MILEAGE 12,849	COLOR CINNAMON ME	STOCK NO. 606013
WEST BLOOMFIELD, MI [redacted]	YEAR/MAKE/MODEL 10/LINCOLN/MKS/4 DOOR AWD		DELIVERY DATE 04/05/10	DELIVERY MILES
	VEHICLE ID NO. 1LNHL9FT7AG[redacted]		SELLING DEALER NO.	PRODUCTION DATE
	R.O. NO.		R.O. DATE 11/17/10	
[redacted]				MILEAGE OUT

TOTALS

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.S....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

STATEMENT OF DISCLAIMER

The factory warranty specifies all of the warranties with respect to the sale of this furniture. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this furniture.

CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & DELIVERED BY
X

PAGE 2 OF 2 CUSTOMER COPY [END OF INVOICE]

SERVICE INVOICE

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
CHRISTOPHER A. WINKLER
KATHERINE M. PITTEL
TRAVIS L. SHACKELFORD[1]
CARL SCHWARTZ

1 - Also licensed in CT

CONSUMER LEGAL SERVICES, P.C.

ATTORNEYS AND COUNSELORS

www.LemonAuto.com

30928 FORD ROAD
GARDEN CITY, MI 48135
(734) 261-4700
FAX (734) 261-4737

OF COUNSEL
JOSEPH P. GARIN

February 9, 2011

Star Lincoln, Inc.
d/b/a Star Lincoln-Mercury, Inc.
c/o Martin J. McInerney
24350 Twelve Mile Rd.
Southfield, MI 48075

RE: 2010 Lincoln MKS
VIN: 1LNHL9FT7AG[redacted]

Dear Mr. McInerney:

Please be advised that I represent [redacted] regarding the above-referenced vehicle leased from Star Lincoln-Mercury, Inc. on or about April 5, 2010. Mr. [redacted], pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan Consumer Protection Act, and the Federal Magnuson-Moss Warranty Act, does hereby revoke acceptance of the 2010 Lincoln MKS and is prepared to file suit to effect revocation of acceptance, cancellation of the lease, return of the vehicle, and payment to him of all monies expended putting him back in the position he was prior to the contract.

Mr. [redacted] intends to hold Star Lincoln-Mercury, Inc. and Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle, including actual attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 440.2967, M.C.L.A. 440.2715(1) Cady v. Dick Loehr's, 100 Mich App 543; 299 NW2d 69 (1980).

921 28TH STREET S.E.
GRAND RAPIDS, MI 49508

4680 WEST HOUGHTON LAKE DR.
HOUGHTON LAKE, MI 48629

G-6044 S. SAGINAW ST.
GRAND BLANC, MI 48439

Since the date Mr. [redacted] took delivery, the vehicle has been in for repair on at least three (3) different occasions and the vehicle has not been cured. Therefore, please contact my office to make arrangements for return of the subject vehicle in exchange for a refund of the lease price plus all incidental and consequential damages. If I do not hear from you within 14 days, I will assume that you refuse to accept return of the vehicle. Please be advised that if you do not allow return of the vehicle, my client will be forced to continue to use the vehicle to mitigate his damages. However, if you wish for Mr. [redacted] to discontinue use of the vehicle and thereby increase his damages, please advise me in writing immediately. If I do not hear otherwise, I will assume that you authorize his continued use of the vehicle to minimize his damages.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with Mr. [redacted] must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.

Steven S. Toth, Esq.

SST/klw

cc: [redacted]

CUSTOMER LIST

CUSTOMER NAME/PHONE NUMBER	ADDRESS	STATUS
[redacted]	[redacted] WEST BLOOMFIELD MI [redacted]	No Open Issues

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Customer Info

Customer:	[redacted]	**Primary Phone:**	[redacted]
Address:	[redacted]	MI	[redacted]
Country:	USA	**Language:**	EN
Cell Phone:		**Pager:**	
Preferred Contact method:		**Fax:**	
Preferred Contact Time:		**Email:**	

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Vehicle List

VIN	Year	Model	Sales Type	Owner Status	Vehicle Info
1LNHL9FT7AG[redacted]	2010	MKS	SALE TO AN INDIVIDUAL UNDER THE A OR Z PLAN	Original Owner	Oasis
	No Open Issues				Warranty History

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ESP / Recall Information

VIN: 1LNHL9FT7AG[redacted]

Contract: 1 of 1

----------**ESP Purchase Details**----------

Purchaser: [redacted]
Plan Type: USA 2010 12/15 MAINT-7.5K INTERVAL
Selling Dealer:
Deductible:
Rental:
Towing Allowance:

Status: Active
Expiration Date: 2011-04-05
Expiration Miles: 16,000
Plan Year: 2010
Purchase Type: N
Options:

----------**ESP Cancellation Details**----------

Cancel Date:
Refund Percent:
Dealer Credited:

Process Date:
Dealer Received Date:

No Recall Information for this VIN

VEHICLE DETAIL

VIN:	1LNHL9FT7AG[redacted]	**Engine:**	3.5L-4V DOHC T/C V6 GAS 350HP
Make:	LINCOLN	**Transmission:**	6 SPD AUTO TRANS 6F55 A
Model:	MKS	**Paint Code/Color:**	CINNAMON
Year:	2010	**Calibration:**	ALE1GT0A
Pay Load:		**Max Towing Weight:**	
GVWR:	05600	**Axle Ratio:**	
WheelBase:	Y E	**Warranty Start Date:**	4/5/2010
GCWR:		**Vehicle Build Date:**	10/16/2009
PEP Code:	201A		

Selling Dealers Name: STAR LINCOLN-MERCURY INC

Selling Dealers P & A Code: 10940 **Selling Dealers Sales Code:** L45080

Selling Dealers Main Phone: 248-354-4900 **Selling Dealers Service Phone:** 248-354-4900

Vehicle Order Image

```
1 2 3 4 5 6 7 8 9 10  1 2 3 4 5 6 7 8 9 20  1 2 3 4 5 6 7 8 9 30  1 2 3 4 5 6 7 8 9 40  1 2 3 4 5 6 7 8 9 50
[redacted]  Y  E 3  B   E   2  1 8 J 0 9 1 9          G J  E   2 W C 4  P D Q H

1 2 3 4 5 6 7 8 9 60  1 2 3 4 5 6 7 8 9 70  1 2 3 4 5 6 7 8 9 80  1 2 3 4 5 6 7 8 9 90  1 2 3 4 5 6 7 8 9 100
K  U  B  4 N T K  D S  D  C   3 1  8 B 6 9 2  B 3    H T       F W   R       D   T 1

1 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120 1 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150
L N H 7  7  M          2 0 1 A     T C O H

1 2 3 4 5 6 7 8 9 160
```

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ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
2/11/2011 CLOSED	[redacted] DRP-VEHICLE REPURCHASE REQUEST	1LNHL9FT7AG[redacted] 1360492880	2010 MKS	06
2/2/2011 CLOSED	[redacted] CLP - IN - SERVICE REPAIR - AT RISK	1LNHL9FT7AG[redacted] 1360492880	2010 MKS	04
12/14/2010 CANCEL	[redacted] DRP-REPAIR REQUEST	1LNHL9FT7AG[redacted] 1360492880	2010 MKS	06
10/15/2010 CLOSED	[redacted] CORRESPONDENCE - CORRESPONDENCE	1LNHL9FT7AG[redacted] 1360492880	2010 MKS	01

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All Action Details for Issue

Print

VIN: 1LNHL9FT7AG[redacted] **Year:** 2010 **Model:** MKS **Case:** 1360492880
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-04-05
Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP **Primary Phone:** [redacted]
Reason Desc: DRP-VEHICLE REPURCHASE REQUEST **Secondary Phone:** [redacted]
Issue Type: 06 BBB AUTO LINE/DACO **Issue Status:** CLOSED

Action: OPEN - PENDING ELIGIBILITY
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 12621 MI **Comm Type:** MAIL
Analyst Name: GRESS,JEFF **Analyst:** J-GRESS1
Action Date: 12/16/2010 **Action Time:** 16.00.36.585 **Action Data:** No

Comments NEW CASE: FRD1031694. REPRESENTED BY KATHERINE PITTEL OF CONSUMER LEGAL SERVICES (MI). PROBLEMS: CAR CHUGGING.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 12621 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 12/23/2010 **Action Time:** 21.00.22.498 **Action Data:** No

Comments OPEN - CABBB CASE ELIGIBLE

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 12621 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 12/24/2010 **Action Time:** 11.00.13.549 **Action Data:** No

Comments OPEN - CABBB CASE ELIGIBLE

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 12621 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 12/24/2010 **Action Time:** 16.00.20.065 **Action Data:** No

Comments OPEN - CABBB CASE ELIGIBLE

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 12621 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 12/24/2010 **Action Time:** 21.00.20.347 **Action Data:** No

Comments OPEN - CABBB CASE ELIGIBLE

Action: BBB-NEW CASE ELIGIBLE
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** CONSUMER AFFAIRS-DISPUTE

RESOLUTION PROGRAM

Odometer: 12621 MI
Comm Type: OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA
Analyst: TPONTILL
Action Date: 01/03/2011
Action Time: 14.12.28.191
Action Data: No

Comments OPEN BBB CASE ON 12/17/10.

Action: FIELD E-MAIL SENT - DRP
Dealer: 10940 STAR LINCOLN-MERCURY INC
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 12621 MI
Comm Type: OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA
Analyst: TPONTILL
Action Date: 01/03/2011
Action Time: 14.57.18.779
Action Data: No

Comments SUBMITTED DLR REPORT TO SM BARRY BLACKMORE AT STAR LM, SUBMITTED FIELD EMAIL TO ZM JASON BARTON, AND SUBMITTED TFOAM REQUEST.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 10940 STAR LINCOLN-MERCURY INC
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 12621 MI
Comm Type: OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA
Analyst: TPONTILL
Action Date: 01/03/2011
Action Time: 14.58.01.977
Action Data: No

Comments SUBMITTED INITIAL POSITION TO BBB ADVISING THAT FORD WILL NOT SUBMIT ANY SETTLEMENT OFFERS; CLAIM MAY PROCEED TO ARBITRATION.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 10940 STAR LINCOLN-MERCURY INC
Origin Desc: BETTER BUSINESS BUREAU
Odometer: 12621 MI
Comm Type: MAIL
Analyst Name: COSTELLO, MATT
Analyst: M-COSTE3
Action Date: 01/07/2011
Action Time: 16.00.28.269
Action Data: No

Comments HEARING SCHEDULED ON 01/14/11 AT 10AM

Action: COMPANY REPORT SUBMITTED
Dealer: 10940 STAR LINCOLN-MERCURY INC
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 12621 MI
Comm Type: OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA
Analyst: TPONTILL
Action Date: 01/12/2011
Action Time: 09.12.31.405
Action Data: Yes

Comments SUBMITTED 15 PAGE MRF POSITION TO BBB VIA FAX AND EMAIL.

Data Element Name	Data Value
CUSTOMER CONTACTED BY FORD	NO

REGION RESPONDED TO DSB E-MAIL (Y/N) YES

Action: ARBITRATION DECISION-DENIAL
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 12621 MI **Comm Type:** MAIL
Analyst Name: PATTERSON, DONNA **Analyst:** D-PATT25
Action Date: 01/25/2011 **Action Time:** 21.00.32.096 **Action Data:** No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

Action: ARBITRATION-AWA DRS SPENDING
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 12621 MI **Comm Type:** OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA **Analyst:** TPONTILL
Action Date: 01/26/2011 **Action Time:** 10.17.16.193 **Action Data:** Yes

Comments DENIAL DECISION RENDERED BY ARBITRATOR. CASE CLOSED AND FINISHED.

Data Element Name	Data Value
ARBITRATOR NAME (LAST NAME, FIRST NAME)	WATTS, ADRIENNE
DENIAL DECISION (Y=YES, N=NO)	Y
VEHICLE PAYMENT	
VEHICLE REIMBURSEMENT	
ESP (Y=YES, N=NO)	
PLAN NAME	
PLAN TIME	
PLAN MILEAGE	
RAV (Y=YES, N=NO)	
RAV TYPE	
FURTHER REPAIR (Y=YES, N=NO)	

Action: ASSUMED REJECTION OF DECISION
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 12621 MI **Comm Type:** MAIL
Analyst Name: PATTERSON, DONNA **Analyst:** D-PATT25
Action Date: 02/11/2011 **Action Time:** 11.54.28.240 **Action Data:** Yes

Comments DATE OF REJECTION 02/08/11 ARBITRATED RESULTING IN A DENIAL

Data Element Name	Data Value
DATE OF REJECTION	02/08/11

All Action Details for Issue

Print

VIN: 1LNHL9FT7AG[redacted] **Year:** 2010 **Model:** MKS **Case:** 1360492880
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-04-05
Symptom Desc: AUTO TRANS ENGAGEMENT DELAYED/SLIPS **Primary Phone:** [redacted]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK **Secondary Phone** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 02/02/2011

Action: TIER II ESCALATION - MULTIPLE REPAIR
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** US CONCERN CASE BASE
Odometer: 16600 MI **Comm Type:** PHONE
Analyst Name: MORRICAL,JESSICA **Analyst:** JMORRICA
Action Date: 02/01/2011 **Action Time:** 13.59.34.731 **Action Data:** No

Comments CUSTOMER SAID: --CUSTOMER STATES AS SOON AS VEHICLE REACHED 5000 MILES TRANSMISSION CONCERN--VEHICLE DOESNT ACCELERATE ON TIME, LACKS POWER--CUSTOMER HAS BROUGHT IT INTO DLR SEVERAL TIMES, EACH TIME THEY GIVE HIM A LOANER VEHICLE--CUSTOMER HAS BEEN TRYING TO GET A VEHICLE BUYBACK, HAS GONE THROUGH ARBITRATION AND WAS DENIED--CUST NOT FIGHTING THAT AT THIS POINT, UNDERSTANDS IT WONT BE OVERTURNED--CUST PRIMARY CONCERN, YESTERDAY HE RECIEVED A BILL IN THE MAIL FROM ENTERPRISE FOR $500 WORTH OF RENTAL--ACCORDING TO THE DLR, BACK IN SEPTEMBER, THEY COUDLNT DUPLCIATE HIS CONCERN THEREFORE THE LOANER ASSISTANCE WASNT FREE--CUST HAS HAD VEHICLE IN SEVERAL TIMES SINCE NOVEMBER, THEY NEVER SAID ANYTHING--CUSTOMER IS UPSET ABOUT SITUATION, SEEKING TO HAVE THIS $500 RENTAL FEE COVERED BY THE DLR SINCE THEY TOLD HIM IT WERE FREEDEALER SAID: STAR LINCOLN MERCURY INC24350 W 12 MILE RD.SOUTHFIELD, MI 48034TEL:(248) 354-4900CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE--ADVISED OF ABOVE--ADVISED CUSTOMER THAT THE CSM WILL NOT BE ABLE TO OVERTURN THE ARBITRATION DECISION--CUSTOMER STATES HIS ONLY CONCERN IS THIS RENTAL BIL--CRC ADVISED CUST ITS SOMETHING THEY CAN LOOK INTO, NO GUARENTEES

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 16600 MI **Comm Type:** PHONE
Analyst Name: ROACH,KRYSTAL **Analyst:** KROACH7
Action Date: 02/02/2011 **Action Time:** 09.39.27.913 **Action Data:** Yes

Comments OBC TO DLR SPOKE WITH DAYMON S/A --- UNSURE OF CUSTOMER HOWEVER THERE ISN'T ANYONE ELSE AT THE DLR DUE TO WEATHER --- OBC TO CUST AT [redacted] --- ADV CUST WHO I AM --- ADV CUST PHONE CALL IS BEING RECORDED --- ADV CUST THAT I DID RECEIVE A CASE FOR HIM --- ADV CUST THAT AT THIS TIME WE WOULD NEED A COPY OF THE RENTAL BILL TO VERIFY BEFORE WE WOULD BE ABLE TO PROVIDE REIMBURSEMENT --- ADV CUST OF MY FAX NUMBER AND CONTACT INFO --- ADV CUST THAT ONCE I RECEIVE THE FAX AND I CAN F/U WITH HIM --- SETTING F/U FOR 2-8 BY 5:00 PM (EST)

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-08-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CONCERN ADDRESSED
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 16600 MI **Comm Type:** PHONE
Analyst Name: ROACH,KRYSTAL **Analyst:** KROACH7
Action Date: 02/02/2011 **Action Time:** 13.20.26.199 **Action Data:** Yes

Comments RECEIVED FAX FROM CUST --- OBC TO DLR SPOKE WITH PATRICK S/A --- HE ADV CUST VEH WAS AT THE DLR FOR THAT PERIOD OF TIME -- DLR ADV AT THAT TIME DID NOT VERIFY CONCERN HOWEVER DID A REPAIR FOR THE SAME CONCERN AT A LATER DATE --- ADV DLR THAT WE ARE GOING TO REIMBURSE THE CUSTOMER --- DLR PROVIDED RO # 121908 LINE # 01 TOTALING $ 535 PROVIDED DLR WITH P11 APPROVAL CODE M06UZ --- OBC TO CUST AT [redacted] --- ADV CUST WHO I AM --- ADV CUST THAT I HAD A CHANCE TO REVIEW THE CHARGE AND WE ARE GOING TO ASSIST WITH THE REIMBURSEMENT --- ADV CUST THAT I HAVE ALREADY PROVIDED THE AUTHORIZATION CODE TO THE DLR AND HE SHOULD BE RECEIVING THE REIMBURSEMENT THROUGH THE MAIL IN ABOUT 1-2 WEEKS --- NO FURTHER ACTION REQUIRED CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	A/Z
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	Y
--ESTIMATED REPAIR COST(@WARR RATES) ($)	535
--CUSTOMER'S SHARE OF REPAIR COST ($)	0
--DEALER'S SHARE OF REPAIR COST-P18 ($)	0
--DEALER'S SHARE OF REPAIR COST-OTHER($)	0
--FORDS'S SHARE OF REPAIR COST-P11 ($)	535
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

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All Action Details for Issue

Print

VIN: 1LNHL9FT7AG[redacted] **Year:** 2010 **Model:** MKS **Case:** 1360492880
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-04-05
Symptom Desc: HES/STUMBLE ACCELERATION ALL ENGINE TEMP **Primary Phone:** [redacted]
Reason Desc: DRP-REPAIR REQUEST **Secondary Phone:** [redacted]
Issue Type: 06 BBB AUTO LINE/DACO **Issue Status:** CANCEL

Action: OPEN - PENDING ELIGIBILITY
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 10621 MI **Comm Type:** MAIL
Analyst Name: GRESS,JEFF **Analyst:** J-GRESS1
Action Date: 10/20/2010 **Action Time:** 11.00.19.656 **Action Data:** No

Comments NEW CASE: FRD1026667. PROBLEMS: CAR CHUGGING.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 10621 MI **Comm Type:** MAIL
Analyst Name: GRESS,JEFF **Analyst:** J-GRESS1
Action Date: 10/20/2010 **Action Time:** 16.00.30.166 **Action Data:** No

Comments OPEN - CABBB CASE ELIGIBLE

Action: DSB-FIELD E-MAIL SENT - DRP
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** CONSUMER AFFAIRS - CONSUMER INTERVENTION
Odometer: 10621 MI **Comm Type:** OTHER
Analyst Name: ESPINOSA, TANYA **Analyst:** TESPINO2
Action Date: 10/21/2010 **Action Time:** 14.13.53.049 **Action Data:** No

Comments DLRSHP REPORT FAXED TO SM BARRY BLACKMORE AT STAR LINCOLN MERCURY; EMAIL SENT TO ZM JASON BARTON;TFOAM SUBMITTED FOR INFORMATION ON FIELD INVOLVEMENT.

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 10621 MI **Comm Type:** OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA **Analyst:** TPONTILL
Action Date: 10/25/2010 **Action Time:** 13.48.52.265 **Action Data:** No

Comments SUBMITTED INITIAL SETTLEMENT OFFER TO BBB FOR AN FSE INSPECTION/REPAIR WITH A LOANER VEHICLE TO BE PROVIDED.

Action: MEDIATION-REPAIR
Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 10621 MI **Comm Type:** MAIL
Analyst Name: GRESS,JEFF **Analyst:** J-GRESS1
Action Date: 11/01/2010 **Action Time:** 21.00.34.647 **Action Data:** Yes

Comments DATE OF SETTLEMENT 11/01/10 MEDIATED RESULTING IN A FULL REPAIRS

Data Element Name	Data Value
DATE OF SETTLEMENT	11/01/10

Action: CUST DECLINED SETTLEMENT OFFER
Dealer: 10940 STAR LINCOLN-MERCURY INC
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 10621 MI
Comm Type: OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA
Analyst: TPONTILL
Action Date: 11/03/2010
Action Time: 07.48.22.848
Action Data: No

Comments CONSUMER REJECTED SETTLEMENT OFFER AND HAS RETAINED AN ATTORNEY.

Action: MEDIATION-REPAIR
Dealer: 10940 STAR LINCOLN-MERCURY INC
Origin Desc: BETTER BUSINESS BUREAU
Odometer: 10621 MI
Comm Type: MAIL
Analyst Name: GRESS,JEFF
Analyst: J-GRESS1
Action Date: 11/05/2010
Action Time: 16.00.21.486
Action Data: Yes

Comments DATE OF SETTLEMENT 11/05/10 MEDIATED RESULTING IN A FULL REPAIRS

Data Element Name	Data Value
DATE OF SETTLEMENT	11/05/10

Action: SETTLEMENT-AWA DRS SPENDING
Dealer: 10940 STAR LINCOLN-MERCURY INC
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 10621 MI
Comm Type: OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA
Analyst: TPONTILL
Action Date: 11/08/2010
Action Time: 10.50.17.414
Action Data: Yes

Comments SUBMITTED SETTLEMENT LETTER TO MINACS FOR THE PROCESSING OF AN FSE INSPECTION/REPAIR WITH A LOANER VEHICLE.

Data Element Name	Data Value
VEHICLE PAYMENT	
VEHICLE REIMBURSEMENT	
ESP (Y=YES, N=NO)	N
PLAN NAME	
PLAN TIME	
PLAN MILEAGE	
RAV (Y=YES, N=NO)	N
RAV TYPE	
FURTHER REPAIR (Y=YES, N=NO)	Y

Action: FIELD E-MAIL SENT - DRP
Dealer: 10940 STAR LINCOLN-MERCURY INC
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 10621 MI
Comm Type: OTHER

Analyst Name: WEAKS,CHARISE
Analyst: C-WEAKS
Action Date: 11/09/2010
Action Time: 12.42.52.413
Action Data: No

Comments FIELD EMAIL SENT***FINAL REPAIR ATTEMPT***ASSIGNED CASE HANDLER . CHARISE WEAKSCUSTOMER CONTACT#: INFORMED CUSTOMER CASE HANDLER HAS RECEIVED CASE FROM BBB AND WILL BE CONTACTING DEALER REGARDING FINAL REPAIR ATTEMPT. EXPLAINED CASE HANDLER WILL CONTACT CUSTOMER AFTER SPEAKING WITH DEALER. REFERRED CUSTOMER TO CASE HANDLER FOR QUESTIONS/ASSISTANCE (800# AND EXT).

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 10940 STAR LINCOLN-MERCURY INC
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 10621 MI
Comm Type: OTHER
Analyst Name: WEAKS,CHARISE
Analyst: C-WEAKS
Action Date: 11/09/2010
Action Time: 13.05.50.706
Action Data: No

Comments 30 DAY DRS SENT AN EMAIL TO BILL BILLUPS TO HAVE THE TFOAMS REQUEST GENERATED.

Action: REPAIRS SCHEDULED
Dealer: 10940 STAR LINCOLN-MERCURY INC
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 10621 MI
Comm Type: OTHER
Analyst Name: WEAKS,CHARISE
Analyst: C-WEAKS
Action Date: 11/12/2010
Action Time: 12.17.46.254
Action Data: Yes

Comments CUSTOMER, DEALER AND FSE CONFIRMED APPOINTMENT FOR WEDNESDAY, NOVEMBER 17TH AT 8:00 A.M. ALSO, THE CUSTOMER WILL BE PROVIDED WITH A LOANER VEHICLE.

Data Element Name	Data Value
DATE SCHEDULED	11-17-2010

Action: OUTBOUND CALL TO CUSTOMER
Dealer: 10940 STAR LINCOLN-MERCURY INC
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 10621 MI
Comm Type: OTHER
Analyst Name: WEAKS,CHARISE
Analyst: C-WEAKS
Action Date: 11/19/2010
Action Time: 08.59.50.440
Action Data: No

Comments 30 DAY DRS SPOKE WITH THE SERVICE MANAGER AND HE IS IN THE PROCESS OF COMPLETING THE REPAIR.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 10940 STAR LINCOLN-MERCURY INC
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 10621 MI
Comm Type: OTHER
Analyst Name:
Analyst: C-WEAKS

WEAKS,CHARISE

Action Date: 11/22/2010 **Action Time:** 13.30.39.794 **Action Data:** No

Comments 30 DAY DRS SENT AN EMAIL TO THE FSE TO OBTAIN A STATUS REGARDING THE INSPECTION.

Action: OUTBOUND CALL TO DEALER

Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 10621 MI **Comm Type:** OTHER

Analyst Name: WEAKS,CHARISE **Analyst:** C-WEAKS

Action Date: 11/22/2010 **Action Time:** 13.34.08.675 **Action Data:** No

Comments 30 DAY DRS LEFT A VOICEMAIL FOR THE SERVICE MANAGER TO OBTAIN A STATUS REGARDING THE INSPECTION.

Action: SETTLEMENT AWARD COMPLETED

Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 10621 MI **Comm Type:** OTHER

Analyst Name: WEAKS,CHARISE **Analyst:** C-WEAKS

Action Date: 11/24/2010 **Action Time:** 10.55.49.273 **Action Data:** Yes

Comments REPAIR COMPLETED 11-19-2010.

Data Element Name	Data Value
DATE AWARD PERFORMANCE COMPLETED	11-19-2010
COST OF AWARD	0
30 DAY DELAY CODE(-0- OR ALPHA A-Q ONLY)	0

Action: MFR COMPLIED, CUSTOMER NOT SATISFIED-REOPEN

Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** BETTER BUSINESS BUREAU

Odometer: 10621 MI **Comm Type:** MAIL

Analyst Name: GRESS,JEFF **Analyst:** J-GRESS1

Action Date: 12/02/2010 **Action Time:** 17.20.47.190 **Action Data:** Yes

Comments DATE AWARD PERFORMANCE COMPLETED 12/02/10 MEDIATED RESULTING IN A FULL REPAIRS

Data Element Name	Data Value
DATE AWARD PERFORMANCE COMPLETED	12/02/10
	0
	0

Action: REOPEN

Dealer: 10940 STAR LINCOLN-MERCURY INC **Origin Desc:** BETTER BUSINESS BUREAU

Odometer: 12621 MI **Comm Type:** MAIL

Analyst Name: GRESS,JEFF **Analyst:** J-GRESS1

Action Date: 12/02/2010 **Action Time:** 17.20.48.528 **Action Data:** No

Comments REOPEN

Action: DSB-MANUFACTURER SETTLEMENT OFFER SENT TO BBB

Dealer: 10940 STAR LINCOLN-MERCURY INC

Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION

Odometer: 12621 MI

Comm Type: OTHER

Analyst Name: GUSTKE,PAUL

Analyst: PGUSTKE

Action Date: 12/13/2010

Action Time: 12.18.28.568

Action Data: No

Comments LEGAL ANALYST PAUL--SENT SETTLEMENT OFFER TO BBB REP ANDREW- OFFER SETTLEMENT OF 5/100 POWERTRAIN ESP (100 DED) WHICH EVER OCCURS FIRST.**AWAITING RESPONSE

Action: CUSTOMER CHOSE NOT TO PURSUE CASE FURTHER

Dealer: 10940 STAR LINCOLN-MERCURY INC

Origin Desc: BETTER BUSINESS BUREAU

Odometer: 12621 MI

Comm Type: MAIL

Analyst Name: GRESS,JEFF

Analyst: J-GRESS1

Action Date: 12/14/2010

Action Time: 16.00.45.211

Action Data: No

Comments CUSTOMER CHOSE NOT TO PURSUE CASE FURTHER

All Action Details for Issue

Print

VIN: 1LNHL9FT7AG[redacted] **Year:** 2010 **Model:** MKS **Case:** 1360492880
Name: MR[redacted] **Owner Status:** Original **WSD:** 2010-04-05
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: CORRESPONDENCE - CORRESPONDENCE **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CALL THE CRC TO DISCUSS THIS MATTER

Dealer:

Origin Desc: MANUAL - CORRESPONDENCE CSR

Odometer: 8000 MI

Comm Type: INBOUND CUSTOMER MAIL

Analyst Name: ARTRESHA SELLERS (ASELLER3)

Analyst: ASELLER3

Action Date: 10/15/2010 **Action Time:** 10.00.49.734 **Action Data:** No

Comments CUSTOMER SAID: LETTER DATED 10-5-10-THE VEH HAS BEEN AT STAR L/M FOR SEVERAL TIMES FOR ENGINE RELATED ISSUES INCLUDING HESITATION/CHUGGING WHILE ACCELERATING AND STALLING-NOW THE BACK UP SENSORS CAME ON FOR NO REASON AND THE A/C IS INOPERATIVE-THE DLRSHP HAS REFUSED TO GIVE HIM THE REPAIR ORDER FROM THE LAST VISIT-PLEASE CONSIDER THIS NOTICE OF YOUR LAST CHANCE TO REPAIR THE VHDEALER SAID: STAR LINCOLN MERCURY INC24350 W 12 MILE RD.SOUTHFIELD MI 48034(248) 354-4900CRC ADVISED: -PER TL, SENT CUST A LETTER TO CALL TO DISCUSS**NEXT CSR: -PLEASE ADDRESS VEH CONCERNS AND HANDLE ACCORDINGLY-THE CASE MAY NEED TO BE ESCALATED TO THE CUST CARE SOLUTIONS TEAM FOR FURTHER HANDLING

Ford Confidential

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 1

Report# :	AHQBF016 NHL			**Received:**	08/17/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,MKS,AWD ,SEDAN ,1LNHL9FT7AG[redacted]			**Build Date:**	10/16/2009
Odometer :	7,949 M	**Engine:**	3.5L-GTDI	**Calibration:**	ALE1GT0A
Transmission:	6F55	**Axle:**	2.77 RATIO	**A/C:**	YES
Dealer:	USA 10940 Star Lincoln, Inc.			**Phone#:**	(248) 354-4900
City:	Southfield	**State:**	Michigan	**Country :**	USA
Originator:	ADAM RAMSEY				
Symptom:	6 07 6 93 DRVABL,STALL/QUITS,AT CRUISE,ALL ENGINE TEMP				
Status:					
VFG:	V52 DRIVEABILITY				
Additional Symptom:	INTERMITTENTLY STALLS				
Fix:	**Causal Component :**				
Condition Code:					

Hotliner: WSMITH46 **Phone:** 000 317-0000 **Regn Cd:** G2 Detroit

Engineering: **Phone:** **TAR:**

Dlr Contact: ADAM RAMSEY **Phone:** 000 000-0000 **Title Cde:** T

KOEO:
KOEC:
KOER:

Comments:

REPAIR 08/17/2010 03:27PM WALTER SMITH MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER STATES ENGINE STALLS AT LOW SPEEDS AND AT CRUISING SPEEDS OF OVER 55 MPH. VEHICLE STARTS BACK UP WITH NO CONCERN PRESENT. THIS PROBLEM IS AN INTERMITTANT CONCERN THAT HAS SLOWLY BEEN HAPPENING MORE OFTEN TO CUSTOMER. DIAGNOSTICS: TEST DROVE TO TRY AND VERIFY CONCERN. EEC TEST MONITOR PIDS ALL OK AND IN RANGE. UPDATE PCM TO CURRENT CALIBRATION. PARTS REPLACED::
NONE TECH QUESTION: WE HAVE DROVE THIS CAR OVER A HUNDRED MILES AND HAD NO PROBLEM AS SOON AS WE GIVE IT BACK TO THE CUSTOMER HE CALLS A DAY LATER AND SAYS IT STALLS AGAIN. NOW THE QUESTION I HAVE IS CAN THIS BE A RFI TYPE SITUATION DUE TO THE FACT WE CAN NOT RE- CREATE THE CONCERN. ALSO IF THAT IS OR IS NOT THE ISSUE WHAT OTHER PART FAILURE COULD POSSIBLY CAUSE STALLING WITH NO CODES AND START BACK UP WITH NO ISSUES.THIS IS NOT THE FIRST CAR WE HAVE HAD DOING THIS AND IT IS NOT A GOOD SCENARIO FOR A CAR WITH 8000 MILES ON IT. PLEASE HELP
PLEASE LIST ANY PERTINENT FREEZE FRAME DATA CANT CAPTURE ANYTHING PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE. NONE

RECOMM 08/17/2010 03:27PM WALTER SMITH MSS - FCSD - TECH SVC HOTLINE
HI ADAM, IF THE COMPLAINT CANNOT BE DUPLICATED SUGGEST TO VERIFY FUEL PRESSURE, CHECK THE EVAP SYSTEM FOR SIGNS OF LIQUID CONTAMINATION. MONITOR TRANSMISSION RANGE SENSOR. THE HOTLINE HAS HAS A FEW REPORTS FOR ERRATIC TRANSMISSION RANGE SENSOR READING CAUSING THE ENGINE TO STALL AT IDLE AND SLOW SPEEDS. IF NO PROBLEMS ARE FOUND SUGGEST TO HOOK UP A VDR TO GET A RECORDING IF POSSIBLE.

REPAIR 08/17/2010 04:48PM ALEX BOUGHAN MSS - FCSD - TECH SVC HOTLINE
TECHNICIAN REPLY: WHAT AM I LOOKING FOR ON TR SENSOR PIDS. AND A TR SENSOR SHOULD SET DTC RIGHT.

RECOMM **08/17/2010 04:48PM ALEX BOUGHAN MSS - FCSD - TECH SVC HOTLINE**
WHAT AM I LOOKING FOR ON TR SENSOR PIDS. - MONITOR TR, TR1, TR2, TR3, TR4, REFER TO WSM SECTION 307-01, PPT D. ALSO REFER TO HREF='HTTP://WWW.VREP.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SSM/SSM.ASP?SSM=21227' TARGET='_BLANK'>SSM 21227 IT STILL APPLIES, EVEN THOUGH THIS VEHICLE'S BUILD DATE MAY BE OUTSIDE OF THE BUILD DATE LISTED IN THE SSM. A TR SENSOR SHOULD SET DTC RIGHT. - NO. IF THE TR SENSOR INACCURATELY READS TRANSMISSION RANGE, THERE COULD BE A FAILURE WITHIN SPECIFICATION AND A CODE WOULD NOT BE SET. FOR INSTANCE, IF THE TRANS IS ACTUALLY IN D AND THE TR SENSOR THINKS IT IS IN N, THAT WOULD BE A VALID READING AND THEREFORE A CODE WOULD NOT BE SET.

REPAIR **08/30/2010 04:46PM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE**
TECH'S QUESTION: THIS CAR OBVIOUSLY HAS A SERIOUS ISSUE THAT IS GOING TO KILL SOMEONE OR LOSE A CUSTOMER. I CONTACTED HOTLINE BEFORE AND THEY SAID TO CHECK TR SENSOR EVERYTHING SEEMS OK WITH THAT. WHY ELSE WOULD THIS CAR STALL WITH NO CODES AND NO PROBLEMS AFTER THE STALLING EVENT. DESCRIPTION OF VEHICLE CONCERN: CUSTOMER STATES ENGINE STOPS RUNNING AT SPEED IN EXCESS OF 50 MPH AND AT IDLE. MORE AT HIGHWAY SPEEDS. WHEN ENGINE STALLS AND CUSTOMER COMES TO STOP VEHICLE STARTS AGAIN WITH NO ISSUE. DIAGNOSTICS ALREADY COMPLETED: WE HAVE TEST DROVE THIS CAR FOR MORE THAN 500 MILES MONITORING PIDS. NO CODES, NO FLUCTUATIONS IN PIDS FROM NORMAL THAT WE HAVE SEEN. CHECK FUEL PRESSURE OK. CHECK TR SENSOR PIDS SHOW OK. PARTS REPLACED: NONE

RECOMM **08/30/2010 04:46PM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE**
ADAM, THE ONLY KNOWN CONCERNS FOR STALLING ARE RELATED TO THE TR SENSOR AND ETB. THE ETB NORMALLY IS A DECELL OR IDLE STALL. DUPLICATION WILL BE NECESSARY TO OBTAIN PID DATA FOR DIRECTION. PLEASE CONTACT THE TECHNICAL HOTLINE TO REVIEW THIS CONCERN IN MORE DETAIL IF DESIRED. USE CONTACTID 104006742

AUDIT **08/30/2010 04:46PM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE**
SYMPTOM 6, 07, 6, 00 CHANGED TO 6, 07, 6, 93 BY CGAMMON

REPAIR **08/30/2010 05:02PM LAWRENCE NEWSOM MSS - FCSD - TECH SVC HOTLINE**
WEB FORM DATA - CONCERN: VEHICLE STALLS AT CRUISE SPEED IN EXCESS OF 50 MPH. STARTS BACK UP WITH NO PROBLEM. HAS ALSO STALLED AT LOW SPEEDS UNDER 10 MPH. DIAGNOSTICS: TEST DROVE OVER 500 MILES MONITORING PIDS. CHECK FUEL PRESSURE OK. MONITOR TR SENSOR OK. PARTS REPLACED:: NONE TECH QUESTION: WHAT COULD CAUSE THIS CAR TO STALL AND HAVE NO CODES.THIS CAR COMES BACK A DAY LATER EVERYTIME WE RELEASE IT WITH CUSTOMER STATING IT STILL STALLS. HOTLINE SAID TO MONITOR TR PIDS. ALL OK. THIS CUSTOMER IS ABOUT TO START SOME LEGAL ISSUES. SO I GUESS IM ASKING FOR ANY KNOWN ISSUES WITH ECOBOOST ENGINES STALLING. IF YOU CANT HELP ITS FALLING INTO FSE HANDS AND YOU CAN DEAL WITH THIS. PLEASE HELP OR GIVE ME OK TO JUST START CHANGING PARTS. PLEASE LIST ANY PERTINENT FREEZE FRAME DATA PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE. NONE

RECOMM **08/30/2010 05:02PM LAWRENCE NEWSOM MSS - FCSD - TECH SVC HOTLINE**
ADAM, A REPRESENTATIVE FROM THE TECHNICAL HOTLINE WILL CONTACT YOU WITH IN 5 MINUTES TO REVIEW THIS CONCERN IN GREATER DETAIL.

REPAIR **08/30/2010 05:16PM LAWRENCE NEWSOM MSS - FCSD - TECH SVC HOTLINE**
NOTE THAT THE SERVICE ADVISER PERFORMED A ROAD TEST AND DID NOTICE THE RPM DROPPED LOW BUT DID NOT STALL.

RECOMM **08/30/2010 05:16PM LAWRENCE NEWSOM MSS - FCSD - TECH SVC HOTLINE**
ADAM, ADVISE TO INSTALL A IDS OR VDR AND PERFORM A ROAD AND ATTEMPT TO DUPLICATE THE CONCERN AND GET A RECORDING OF THE ALLEGED EVENT.

REPAIR **09/08/2010 01:56PM LAWRENCE NEWSOM MSS - FCSD - TECH SVC HOTLINE**
WEB FORM DATA - CONCERN: CUSTOMER STATES VEHICLE STALL AT HHIGH SPEEDS AND AT LOW SPPEDS DIAGNOSTICS: MONITOR PIDS TEST DROVE A LOT PARTS REPLACED:: NONE TECH QUESTION: I HAVE FREEZE FRAME DATA I NEED TO HAVE YOU LOOK AT. WITH VEHICLE AT IDLE IN PARK THROTTLE BODY WENT TO ZERO PERCENT AND ENGINE JERKED AND THEN CAME BACK TO NRMAL IDLE. ETB IN MY EYES WENT WAY OUT OF VALUE. HOW DO I SEND YOU FREEZE FRAME DATA SHOWING THIS CONCERN TAKING PLACE? PLEASE LIST ANY PERTINENT FREEZE FRAME DATA THROTTLE BODY AT IDLE WENT TO ZERO

PERCENT BEFORE COMING BACK TO NORMAL PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE.

RECOMM **09/08/2010 01:56PM LAWRENCE NEWSOM MSS - FCSD - TECH SVC HOTLINE**
ADAM, 1. WITH THE VEHICLE SESSION STARTED, CLICK ON THE IDS ICON AT THE TOP LEFT OF THE SCREEN 2. CLICK ON THE UTILITIES TAB (UTILITY KNIFE) AT THE BOTTOM OF THE SCREEN A. SELECT UPDATE/SPECIAL FUNCTIONS AND HIT THE CHECK (TICK) MARK B. ENTER 23761 IN THE BOX PROVIDED AND HIT THE TICK 3. SELECT ETC FREEZE FRAME DATA AND THEN GET ETC FREEZE FRAME AND HIT THE TICK A. AFTER THE DATA HAS BEEN RETRIEVED, HIT THE CHECK MARK B. SELECT THE SAVE TAB AT THE TOP OF THE SCREEN SAVING THE DATA TO C-DRIVE (C:\) 4. EMAIL THE FILE TO LNEWSOM@FORD.COM, RABERCR4@FORD.COM; PLEASE INCLUDE YOUR NAME, TELEPHONE NUMBER, AND THIS CONTACT ID # 104026143 IN THE BODY OF THE EMAIL MESSAGE A. THE FILE WILL BE NAMED C:\(1LNHL9FT7AG606013)_ETC DATA.TXT YOU WILL BE CONTACTED BY TELEPHONE SO THAT A TECHNICAL HOTLINE SERVICE ENGINEER CAN DISCUSS THE FINDINGS FROM THE ETC FREEZE FRAME DATA

REPAIR **09/09/2010 10:28AM ALEX BOUGHAN MSS - FCSD - TECH SVC HOTLINE**
CALLED DEALER. TECH STATES THAT HE VERIFIED A HESITATION AT ONE TIME AND THE ETC PIDS INDICATED ABNORMAL READINGS, TECH TO UPLOAD RECORDINGS TO THE HOTLINE FOR REVIEW. TECH HAS CHECK THE VEHICLE SEVERAL TIMES FOR CODES AND NONE WERE PRESENT. CUSTOMER COMPLAINT MAY MIS-INTERPERETED DUE TO A LANGUAGE BARRIER.

RECOMM **09/09/2010 10:28AM ALEX BOUGHAN MSS - FCSD - TECH SVC HOTLINE**
DISCUSSED TR SENSOR AND KNOCK SENSOR HARNESS CONCERNS. ADVISED TECH TO UPLOAD RECORDINGS FOR REVIEW.

REPAIR **09/14/2010 10:01AM ALEX BOUGHAN MSS - FCSD - TECH SVC HOTLINE**
CALLED DEALER. DEALER HAS RELEASED VEHICLE TO THE CUSTOMER. AFTER RECORDINGS WERE GATHERED, THE IDS SCREEN WAS DAMAGED. THE IDS IS BEING REPAIRED AND THE TECH IS TO SEND THE RECORDINGS WHEN THEY BECOME AVAILABLE.

RECOMM **09/14/2010 10:01AM ALEX BOUGHAN MSS - FCSD - TECH SVC HOTLINE**

ADVISED TECH TO UPDATE THIS FORM OR CALL WHEN RECORDINGS ARE UPLOADED OR IF ANY OTHER TECHNICAL ASSISTANCE IS REQUIRED.

ADD-ON **11/29/2010 03:07PM SCOTT MURRAY(FSE) MSS - FCSD - REG - DETROIT**

BBB AWARDED THE CUSTOMER A FINAL REPAIR ATTEMPT. FSE INSPECTED THE VEHICLE AND FOUND THE FOLLOWING: CUSTOMER STATES HE PRESSES ON THE THROTTLE ON AN ONRAMP AND THERE IS NO THROTTLE RESPONSE. CUSTOMER STATES THERE IS A BUMP WHEN THE CAR TAKES OFF. THE CUSTOMER ALSO STATED HIS FRIEND WAS FOLLOWING HIM ONE DAY AND NOTICED THE REVERSE LIGHTS WERE ON WHEN THE CAR WAS NOT IN REVERSE. CUSTOMER ALSO STATED THE PARKING AID SYSTEM WILL SOUND WHEN THERE IS NOTHING IN FRONT OF THE VEHICLE. CHECKED THE VEHICLE FOR CODES AND THERE WERE NONE. CHECKED ETC FREEZE FRAME DATA WHICH DID NOT SHOW ANY FAULT. PERFORMED TSB 10-21-2 WHICH HAS YOU CHECK THE RESISTANCE READINGS THROUGH THE TRANSMISSION RANGE SENSOR. THE READINGS WERE NOT CONSISTANT. HAD THE DEALER REPLACE THE TRANSMISSION RANGE SENSOR FOR THE ACCELERATION ISSUE. TEST DROVE THE VEHICLE FOR THE FRONT PARKING SYSTEM SOUNDING WHEN THERE WAS NOTHING IN FRONT OF THE VEHICLE. DID NOT VERIFY ANY ISSUES WHILE MONTITORING THE SENSORS. THE DEALER WAS TO DRIVE THE VEHICLE WHILE MONITORING THE SENSORS AFTER THE TRANSISSION SENSOR REPLACEMENT.

Download Options

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

< ETC Freeze Frame Data : 9/8/2010 >

< VIN : 1LNHL9FT7A[redacted] Mileage : 14749 KM >

< Identifier	Address	Raw Value	Translated >
PPS_REL_FF	0x7FB374	0x00000000	0.000
TQE_DES_LOAD_FF	0x7FB398	0x00000000	0.000
TQE_BRK_REQ_FF	0x7FB39C	0x00000000	0.000
ETC_MESRD_TA_FF	0x7FB3A0	0x00000000	0.000
ETC_DES_TA_FF	0x7FB3A4	0x00000000	0.000
BP_FF	0x7FB3A8	0x00000000	0.000
ENGINE_SPEED_FF	0x7FB3AC	0x00000000	0.000
VSPD_FF	0x7FB3B0	0x00000000	0.000
LOAD_FG_FF	0x7FB3B4	0x00000000	0.000
IPC_FILTQCMD_DS0_FF	0x7FB3B8	0x00000000	0.000
IPC_TQE_NET_FF	0x7FB3BC	0x00000000	0.000
ETC_DESMAF_FF	0x7FB3C0	0x00000000	0.000
TPP_THETA_FIN_FF	0x7FB378	0x00000000	0.000
ETC_TPS12_DELTA_FF	0x7FB37C	0x00000000	0.000
TPP_THETA_REL0_FF	0x7FB380	0x00000000	0.000
TPP_THETA_REL1_FF	0x7FB384	0x00000000	0.000
MAP_FF	0x7FB3D8	0x00000000	0.000
KAMRF0_FF	0x7FB3C4	0x00000000	0.000
LOAD_FG_TP_FF	0x7FB3C8	0x00000000	0.000
APP_THETA_0_REL0_FF	0x7FB390	0x00000000	0.000
APP_THETA_REL0_FF	0x7FB388	0x00000000	0.000
APP_THETA_0_REL1_FF	0x7FB394	0x00000000	0.000
APP_THETA_REL1_FF	0x7FB38C	0x00000000	0.000
PUTMR_FF	0x7FB3CC	0x00000000	0.000
TQE_FINAL_AM_FF	0x7FB3D0	0x00000000	0.000
TIP_FF	0x7FB3D4	0x00000000	0.000
TPC_DIAG_CODE_FF	0x7FB3DC	0x00000000	0

IPC_DIAG_CODE_FF	0x7FB3E0	0x00000000	0
QZ_DIAG_CODE_FF	0x7FB3E4	0x00000000	0
TQ_SOURCE_FF	0x7FB3E8	0x00	0
PDL_FF	0x7FB3E9	0x00	0
GR_CM_FF	0x7FB3EA	0x00	0
ETC_FMM_MODE_FF	0x7FB3EB	0x00	0
CCS_ENG_REQ_FF	0x7FB3EC	0x00	0
ETC_TA_SRC_FF	0x7FB3ED	0x00	0
PTO_MODE_FF	0x7FB3EE	0x00	0

< OBDII Freeze Frame Data : 9/8/2010 >

< VIN : 1LNHL9FT7AG[redacted] Mileage : 14749 KM >

Freeze frame data not present.

< Kernel Log Data : 9/8/2010 >

Kernel log data not present.

Server: **AWS Prod**
Claims loaded through: **09-MAR-2011**

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1LNHL9FT7AG[redacted]	**Veh Line:**	C/LE - LINCOLN MKS-SWB/LWB [09-11]	**Body Shell:**	*
Model Year:	2010	**Market Derived:**	L - LINCOLN	**Navis Eng Serial No:**	09C114400126
Veh Type:	C	**Drive Code:**	C/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	C/TA - 3.5L-4V DOHC T/C V6 GAS 350HP
Inv. Dealer:	*	**Body Cab Style:**	- 4 DOOR SEDAN-6 LITE	**Transmission:**	C/CG - 6 SPD AUTO TRANS 6F55
Vehicle Status Code:	800	**Version/Series:**	* - [N/A]		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
E1221 220909C1144001260S   490  AA
```

Trace Trans Serial No:

```
A4921 091009928207546 1AA5P 7000 BA  61
```

BUILD INFORMATION:

Region:	NA	**Plant:**	AD - CHICAGO PLANT BUILD
Country:	USA	**Prod Date:**	16-OCT-2009

SALE INFORMATION:

Region:	NA	**Selling Dealer [code]:**	STAR LINCOLN, INC. [345080 - *]
Country:	USA	**Selling Dlr St/Prov:**	MI
		Buyer St/Prov:	*

Arrival Date:	27-OCT-2009	**Red Carpet Lease:**	I		
Sale Date:	05-APR-2010	**Fleet/Retail/Co. Lease:**	R		
Warranty Start Date:	05-APR-2010	**Modified Vehicle:**	*	**Vehicle Count Flag:**	Y
Orig Warranty Date:	05-APR-2010	**Reacquired Vehicle:**	*	**Vehicle Export Flag:**	N

VOC/EOC:

```
---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0
L9FAG606013Y E3 B  E 2 18J0919      GJ E 2WC4 PDQHK U B 4NTKDS D C  318B692 B3  HT     FW R    D  T1
LNH7 7 M      201A  TCOH
```

INSTALLED OPTION INFORMATION:

Air Conditioning:	C/K - ELECTRONIC DUAL ZONE ATC A/C	**GVW Code:**	
Alternator Amp Rating:	2B	**GVW Class Code:**	H
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAAM - 2.77 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BC - DRV ELECTROCHRO HEAT/MEM MIR
Axle Type:	* - [N/A]	**Mirror(Psngr Side):**	BG - PASS POWER HEAT/MEMORY MIRROR
Battery Amp Rating:	MK	**Paint:**	PN3JG - CINNAMON
Brake Code:	* - [N/A]	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	ED - AM/FM STR/CD/CLK/NAVIG SYSTEM
Calibration Code:	ALE1GT0A	**Sound System:**	AR - HIGH PERFORMANCE AUDIO SYSTEM
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000DW - CHARCOAL BLACK	**Tire Manufacturer:**	AJ - Michelin
Delivery Type:	P	**Tire Brand:**	AFN01X - *
Driveshaft Code:	*	**Tire Size:**	D3IB4 - 245/45R20 V RATED
Front Seat:	C/A - SEAT-SPORT-DRV/PASS	**Traction Control:**	AC - IVD TRACTION BRAKES
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	HNAFN01X3709	**RF:**	HNAFN01X3709
LR:	HNAFN01X3709	**RR:**	HNAFN01X3709
LI:	*	**RI:**	*
SPARE:	UYV0_ABC3209	**DOT Plant Manufacturer:**	HN - MICHELIN NORTH AMERICA (CANADA) ; INC. ; NEW GLASGOW ; NOVA SCOTIA

ESP INFORMATION:

ESP Code:	*
ESP Coverage(Miles):	*
ESP Coverage(Time):	*
ESP Plan Year:	*
ESP Signature Date:	

EMISSIONS INFORMATION:

Emission Code:	DGAAC - DGAAC
Emission Cert Type:	*
Emission Decal Suffix:	TKU
Engine Family:	AFMXV035VEE

Any comments? You can contact

webmaster

92311

Server: **AWS Prod**
Claims loaded through: **09-MAR-2011**

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 10-MAR-11
Note: All Costs are in US Dollars Server Name: AWS Prod Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1LNHL9FT7AG[redacted]	LE	C/LE	L	C/FC	*	C/E	AD	C/CG	C/TA	16-10-09	05-04-10	345080	USA	4	7S02	*	14401	*	F04	S11	V52	D36	X2

AWS Claim Key: 956862 **Doc #:** 11776501 **Trx Code:** 2 **Labor Hrs:** 1.9 **Labor Cost:** 171.27 **Material Cost:** 0 **Total Cost:** 171.27

Dlr Cd-Sub Cd: 10940-* **Name:** STAR LINCOLN, INC. **Ph:** 248-3544900 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**27-JUL-10 **DIST(Mile):**6483

Cust Comments: CUSTOMER STATES WHEN MOVING FROM A COMPLETE STOP, VEHICLE IS SLOW TO ACCELERATE AND HARSH TO ENGAGE

Tech Comments: TEST EEC, GO TO SEC DZ1 GO TO DZ7, DISCONNECT FRONT EGO SENSOR, CK. VOLTAGE HAS 12 VOLTS GO TO DZ8, R&R COWL PANELS TO ACCESS PCM CONNECTOR TO CK. RESISTANCE NONE GO TO DZ9 CHECK FOR SHORT IN HARNESS, NONE. GO TO DZ10 CK. RESISTANCE OF EGO SENSOR 60 OHMS GO TO DZ11, CK. EGO SENSOR FOR SHORT TO GROUND, OK NONE GO TO DZ29 DISCONNECT PCM CONNECTORS

1LNHL9FT7AG[redacted]	LE	C/LE	L	C/FC	*	C/E	AD	C/CG	C/TA	16-10-09	05-04-10	345080	USA	4	6Y20	*	TAP2	*	F09	SXX	V99	A99	82

AWS Claim Key: 963336 **Doc #:** 11776502 **Trx Code:** TAP2 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 72

Dlr Cd-Sub Cd: 10940-* **Name:** STAR LINCOLN, INC. **Ph:** 248-3544900 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**27-JUL-10 **DIST(Mile):**6483

Cust Comments: TAP RENTAL VEHICLE
Tech Comments: TAP RENTAL VEHICLE

1LNHL9FT7AG[redacted]	LE	C/LE	L	C/FC	*	C/E	AD	C/CG	C/TA	16-10-09	05-04-10	345080	USA	5	6Y20	*	TAP2	*	F09	SXX	V99	A99	82

AWS Claim Key: 1087753 **Doc #:** 11825502 **Trx Code:** TAP2 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 360

Dlr Cd-Sub Cd: 10940-* **Name:** STAR LINCOLN, INC. **Ph:** 248-3544900 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**16-AUG-10 **DIST(Mile):**7949

Cust Comments: TAP RENTAL VEHICLE
Tech Comments: TAP RENTAL VEHICLE

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	*	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	5	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

[redacted] 1080885 **Doc #:** 11825501 **Trx Code:** 2 **Labor Hrs:** .7 **Labor Cost:** 63.1 **Material Cost:** 0 **Total Cost:** 63.1

Dlr Cd-Sub Cd: 10940-* **Name:** STAR LINCOLN, INC. **Ph:** 248-3544900 **St:** MI **Ctry** USA **Reg Cd:** NA **Repr Date:**16-AUG-10 **DIST(Mile):**7949

Cd:

Cust Comments: CUSTOMER STATES ENGINE STALLS, AT SLOW SPEEDS AND AT SPEEDS GREATER THAN 50MPH. NO PROBLEM STARTING BACKUP

Tech Comments: ROAD TEST FOR MANY DAYS TO VERIFY CONCERN MONITOR PIDS TP1 & TP2 & ETB ACTUAL & DESIRED WHILE ON IDS TEST DRIVE HAD CAR IDLE DROP BELOW SPECIFACATION COUPLE TIMES WITH ADVISOR DRIVING NEVER ABLE TO CAPURE DATA TRY TO RECREATE BUT NOT ABLE TO ALL THIS TIME TECH NOT ABLE TO VERIFY STALLING

1LNHL9FT7[redacted]

[redacted] 1467447 **Doc #:** 12031503 **Trx Code:** TAP2 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 105

Dlr Cd-Sub Cd: 10940-* **Name:** STAR LINCOLN, INC. **Ph:** 248-3544900 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 17-NOV-10 **DIST(Mile):** 12849

Cust Comments: TAP RENTAL VEHICLE

Tech Comments: TAP RENTAL VEHICLE

1LNHL9FT7A[redacted] LE C/LE L C/FC * C/E AD C/CG C/TA 16-10-09 05-04-10 345080 USA 8 3A15 9E9Z 7H557 B F04 S11 V48 P66 42

AWS Claim Key: 1467448 **Doc #:** 12031501 **Trx Code:** S07 **Labor Hrs:** 2.5 **Labor Cost:** 225.35 **Material Cost:** 74.53 **Total Cost:** 299.88

Dlr Cd-Sub Cd: 10940-* **Name:** STAR LINCOLN, INC. **Ph:** 248-3544900 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 17-NOV-10 **DIST(Mile):** 12849

Cust Comments: CUSTOMER STATES LACK OF ACCERATION WHEN TRYING TO MERGE ONTO FREEWAY, REVERSE LIGHT HAS BEEN ON WHEN GOING FORWARD

Tech Comments: REVERSE LIGHTS ON IN DRIVE AT TIMES FOLLOWED TSB 10 17 4 CK. RESUSTABCE AFTER REMOVING CONNECTOR C168 AT TRANSMISSION SOLENOID BODY MAIN CONNECTOR WITH SHIFTER IN LOW GEAR FROM PIN 8 AND 4, PIN 8 AND 5, PIN 8 AND 7, ALL HAD LESS THAN 5 OHMS RESISTANCE PINS 8 AND 6 HAD 8 10 OHMS. REMOVED MAIN CONTROL AND COVER SOLENOID BODY ASSMEBLY AND INSTALL NEW

1LN[redacted]9FT7A[redacted] LE C/LE L C/FC * C/E AD C/CG C/TA 16-10-09 05-04-10 345080 USA 11 7S02 * 14401 * F03 S09 V17 E40 28

AWS Claim Key: 1828393 **Doc #:** 12190801 **Trx Code:** P11 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 535

Dlr Cd-Sub Cd: 10940-* **Name:** STAR LINCOLN, INC. **Ph:** 248-3544900 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 02-FEB-11 **DIST(Mile):** 12850

Cust Comments: VEHICLE REIMBURSEMENT RENTAL

Tech Comments: VEHICLE REIMBURESEMENT RENTAL

Any comments? You can contact

webmaster

BBB AUTO LINE

December 2, 2010

TERESA PONTILLO
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1026667 [redacted] vs Lincoln 1LNHL9FT7AG[redacted]

Dear Madam/Sir:

The actual performance date was received.

Sincerely,

Andrew Ramirez at Extension 530

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

November 5, 2010

[redacted]
WEST BLOOMFIELD MI [redacted]

Re: FRD1026667 [redacted] vs Lincoln 1LNHL9FT7AG[redacted]

Dear Mr [redacted]:

Per our recent telephone conversation, I am writing to confirm the terms of the settlement verbally agreed to by you and the manufacturer in resolving your BBB AUTO LINE claim. The terms of the settlement are as follows:

An agreement has been reached between Ford Motor Corporation and [redacted] regarding his 2010 MKS. An inspection will be arranged at an authorized FMC dealership for the purpose of addressing the "hesitation and jerking" concern listed in [redacted] BBB AUTO LINE claim. A FMC Field Service Engineer (FSE) will be directly involved in the inspection process to determine any appropriate warrantable repairs. Also, FMC will provide Mr. [redacted] with a loaner vehicle for the duration of the inspection and repair process. Compliance with these terms should be completed within 30 days from the date of this letter.

If your understanding of the verbal settlement differs from the written statement outlined above, please contact me immediately at 800.955.5100. If I do not hear from you it will be assumed the terms of your settlement are accurately stated above.

I will follow up with you after the date for performance of the settlement to confirm all required actions have been satisfactorily completed.

Please let me know immediately if you believe the manufacturer has not satisfactorily performed the settlement. If that happens and you contact me within 60 days from the date of this letter, I will reopen your case based on the age and mileage of the vehicle at the time you filed this claim. If you contact me after the 60-day period, I will open a new case for you and I will have to make a new eligibility determination based on the age and mileage of your vehicle at that time.

Sincerely,

Andrew Ramirez (Ext. 0)

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

SET

BBB AUTO LINE

October 20, 2010

TERESA PONTILLO
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1026667[redacted]a vs Lincoln 1LNHL9FT7AG[redacted]

Dear Madam/Sir:

The customer listed above has completed the *Customer Claim Form* (*CCF*), and the case is officially open in the BBB AUTO LINE program. Enclosed you will find an updated *CCF* and any support documentation provided by the customer. Please note that for Florida and California cases and cases opened via mail, support documentation may not have been supplied by the customer. When received, this information will be forwarded to you under separate cover.

Please review the customer's claim and submit any documentation you may have pertaining to this claim as soon as possible. We will contact you within the next couple of days to discuss the claim, explain our telephone settlement efforts, which we may utilize prior to arbitration and offer our assistance in the settlement process. If you resolve the dispute, or if you believe that any portion of claim is not eligible for arbitration, please contact me at 800.334.2406.

Thank you for your active participation in the BBB AUTO LINE program.

Sincerely,

Andrew Ramirez at Extension 530

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

MANUFACTURER RESPONSE FORM

Case Number: FRD1026667
Customer Name: [redacted]
VIN: 1LNHL9FT7AG[redacted]

Start Date: 10/20/10
State: MI
Probable Hearing Location: Southfield

This claim is ☐ IN Warranty ☐ OUT of Warranty
Has the customer contacted you regarding the claim? ☒ YES ☐ NO
Is the VIN listed above correct? ☐ YES ☐ NO
If you checked NO, please indicate the correct VIN: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Customer Contact Info:

SETTLEMENT INFORMATION
What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Has this offer been communicated to the customer? ☐ YES ☐ NO
If you checked YES, please indicate the customer's response below:
☐ The customer accepted the offer on ____/____/____
☐ The customer rejected the offer on ____/____/____
☐ The customer has not indicated a response to the offer.

If the customer accepts this offer, **when will the settlement be performed**? Please indicate a specific performance date or time frame: _____

ARBITRATION INFORMATION
Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the *Customer Claim Form*.

Please indicate the decision you request the arbitrator to render:

List the amount of any over allowance/negative equity: $_____
I will participate ☐ By phone ☐ In person ☐ In writing
Return this form as soon as possible
To:
BBB AUTO LINE
Fax: 703.247.9700

Completed by: _____ Date: ___/___/___
Future contact: _____
Phone: _____ Fax: _____

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

MRF

MICHIGAN

MOTOR VEHICLE LEASE AGREEMENT

DATE 04/05/2010

1-800-727-7000

Ford Credit

www.fordcredit.com

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)

[redacted]

WEST BLOOMFIELD MI [redacted]
OAKLAND [redacted]

LESSOR (Name and Address)

STAR LINCOLN- MERCURY, INC.
24350 W. 12 MILE RD.
SOUTHFIELD MI 48034

Finance Company" is FORD MOTOR CREDIT COMPANY. The **"Holder"** is CAB WEST LLC and its assigns.

ly signing **"You"** (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."
Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	280	2010 LINCOLN MKS	1LNHL9FT7AG[redacted]	PERSONAL

. Amount Due At Lease Signing or Delivery (Itemized Below) *
$ 4550.00

2. Payments

(a) Monthly Payments

Your first monthly payment of $ 515.67 is due on 04/05/10, followed by 23 payments of $ 515.67 due on the 5th day of each month. The total of Your monthly payments is $ 12376.08.

(b) Advance Payment

Your Payment of $ N/A is due on N/A. The total of Your payment is $ N/A.

3. Other Charges (not part of Your monthly payment)

Disposition fee (if You do not purchase the Vehicle) $ N/A

N/A N/A

Total $ N/A

4. Total of Payments (The amount You will have paid by the end of the lease)
$ 16410.41

Itemization of Amount Due at Lease Signing or Delivery

. Amounts Due At Lease Signing or Delivery:

. Capitalized cost reduction	$ 3474.90
. First monthly payment	515.67
. Advance payment	N/A
. Refundable security deposit	N/A
. Title fees	15.00
. Registration fees	231.00
. Acquisition fee	N/A
. TAX ON CAP RED/UPFRONT TAXES	814.43
. N/A	N/A
. DOC FEE	75.00
. N/A	N/A
. ELEC FILING FEE	24.00
n. N/A	N/A
Total	$ 4550.00

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	$ N/A
b. Rebates and noncash credits	1550.00
c. Amount to be paid in cash	3000.00
d.	N/A
Total	$ 4550.00

7. Your payment is determined as shown below

. **Gross capitalized cost.** The agreed upon value of the Vehicle ($ 48589.16) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (Itemized below - Item 19) **		$ 49184.16
. **Capitalized cost reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	−	3474.90
. **Adjusted capitalized cost.** The amount used in calculating Your base payment	=	45709.26
. **Residual value.** The value of the Vehicle at the end of the lease used in calculating Your base payment	−	34432.00
. **Depreciation and any amortized amounts.** The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	=	11277.26
. **Rent charge.** The amount charged in addition to the depreciation and any amortized amounts	+	398.26
. **Total of base payments.** The depreciation and any amortized amounts plus the rent charge	=	11675.52
. **Lease payments.** The number of payments in Your lease	÷	24
. **Base payment**	=	486.48
Sales / Use tax	+	29.19

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of $0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than $1.00.

10. Purchase Option at End of Lease Term, $ 34932.00 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

12. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

☒ Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

☐ N/A

N/A

13. OFFICIAL FEES AND TAXES $ 1284.99.
The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a **maximum deductible** amount of **$1,000**; and (b) collision and upset insurance with a **maximum deductible** of **$1,000**; and (c) automobile liability insurance with **minimum limits** for bodily injury or death of $ 20000.00 for any one person and $ 40000.00 for any one accident, and $ 10000.00 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 24 on back)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

15. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance $ N/A (Initial Coverage) $ N/A (Premium) N/A (Insured(s))

N/A (Insurance Company)

Lessee: X Co-Lessee: X

b. Credit Disability Insurance $ N/A (Monthly Coverage) $ N/A (Premium) N/A (Insured(s))

N/A (Insurance Company)

Lessee: X Co-Lessee: X

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within **10 days** after it is due. The charge is **7.5%** of the full amount of the scheduled payment or **$50.00** whichever is less.

17. LESSOR SERVICES N/A
(See Item 22 on back) N/A

18. VEHICLE LOSS EARLY TERMINATION PAYOFF BALANCE AND INSURED CASH VALUE The early termination payoff balance (as determined by Finance Company under Items 29 and 35) may be different from the actual cash value of the Vehicle as determined by the insurer of the Vehicle.

YOUR LIABILITY UPON LOSS OR DESTRUCTION OF VEHICLE Unless You are eligible for the Gap Waiver (Item 35), if the early termination payoff balance is greater than the actual cash value of the Vehicle, You must pay the difference to Finance Company (as provided in Item 35).

Lessee: X [redacted] Co-Lessee: X

19. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
$ 48589.16	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ 595.00	+ $ N/A
N/A	N/A	N/A	N/A	N/A	N/A	**Total Gross Capitalized Cost**
+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	= $ 49184.16

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must [redacted] y.

Lessee: [redacted] By: X Title:

Co-Lessee [redacted] By: X 11/5/10 Title:

YOU ACKNOWL[redacted]EAD AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in copy of this lease. You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

Lessee [redacted] By: X Title:

STATE OF MICHIGAN

APPLICATION FOR MICHIGAN TITLE & REGISTRATION
STATEMENT OF VEHICLE SALE

DEPARTMENT OF STATE

DEAL # 37538

Purchase Date 04/05/2010

Invoice/Stock No.

Delivery Date 04/05/2010

606013

Invoice/Stock No.

Dealer STAR LINCOLN-MERCURY, Inc.

Address 24350 Twelve Mile Road P.O. Box 2142

City SOUTHFIELD

County	State	Zip Code
OAKLAND	MICHIGAN	48034

Dealer License	Sales Tax License	Phone Number
A-006288	[redacted]	

Vehicle Sold ☒ New ☐ Used ☐ Demo Trade-In ☐ Yes ☒ No

Trade-In Year	Make	Vehicle No.

TEMPORARY VEHICLE REGISTRATION USED TO TRANSFER PLATES
Expires 15 days after delivery date

Plate Transferred from: Year Make

Vehicle No.	Plate No.	Temp. Expiration Date

VEHICLE USE AND HISTORY DISCLOSURE:

☐ POLICE VEHICLE ☐ VEHICLE HAS BEEN FLOOD-DAMAGED
☐ GOVERNMENT VEHICLE ☐ SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED
☐ TAXI ☐

ODOMETER MILEAGE

The following section must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title and/or mileage statement.

280 NO TENTHS

☒ actual mileage ☐ not actual mileage ☐ exceeds mechanical limits of odometer

I have selected and agree to pay the OPTIONAL $24 DVR electronic filing fee [redacted]

Factory Installed Accessories ☐ Factory List Affixed to Vehicle

Dealer Installed Accessories When Optional to Purchaser

REMARKS:

The Seller, STAR LINCOLN-MERCURY, Inc., hereby expressly disclaims all Warranties, either express or implied, including any implied Warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle. This disclaimer by the Seller in no way affects the terms of the Manufacturer's Warranty.

Temporary Registration No. _____ Temporary Fee Charged ☐ Yes ☐ No

Salesperson JIMMY G

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

"I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE."

Alice Bono
Dealer's Signature Title

Expires on Month	Day	Year	Months
2	25	2011	

☐ NEW PLATE ☐ RENEWAL ☐ TRANSFER

Year	Make	Body Style	Code	County
2010	LINCOLN	4 DOOR AWD	1	63

Vehicle No.	Fee Category/Weight	License Fee
1LNHL9FT7A[redacted]	47	231.00

Driver License No./PID of All Owners or Lessees
[redacted]
2)

County of Residence: OAKLAND

Title 15.00

Title Late Fee N/A

Complete Names and Addresses of All Owners or Lessors
CAB WEST LLC -LSR
P.O. BOX 105704
ATLANTA GA 30348-5704

Tax N/A

Reg. Transfer Fee N/A

Complete Names and Addresses of All Owners or Lessees
[redacted]
WEST BLOOMFIELD MI [redacted]

Total - Transfer to #4 246.00

Full Rights to Survivor ☐ Yes ☒ No

Insurance Company Citizens

Policy [redacted]

First Secured Interest HTD LEASING LLC

Address P.O. BOX 105704

City-State Zip ATLANTA GA 30348-5704

Filing Date 04/05/2010

1. PURCHASE PRICE OF VEHICLE (Including Freight & Accessories)		48589.16
2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Temp. Reg. Fee, Etc.)		670.00
2. A. OPTIONAL $24 ELECTRONIC FILING FEE		24.00
3. TOTAL TAXABLE PRICE		49283.16
4. (Above total) SALES TAX - LICENSE - TITLE		246.00
5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)		N/A
6. TOTAL DELIVERED PRICE		49529.16
7. CASH ON DEPOSIT		N/A
8. CASH DUE ON DELIVERY		3474.90
9. TRADE-IN	$ N/A	
10. LESS LIEN	$ N/A	N/A
11. TOTAL DOWN PAYMENT		3474.90
12. UNPAID BALANCE TO BE FINANCED		46054.26
13. INSURANCE SURCHARGE*		N/A
14. TOTAL AMOUNT OF FINANCE CONTRACT		N/A

* TYPE OF INSURANCE
WARNING: This insurance is not PL/PD No Fault Insurance required by Michigan law.
☐ CREDIT LIFE ☐ HEALTH & ACCIDENT
☒ GAP INSURANCE ☐

PURCHASER WARNING: DO NOT SIGN BLANK FORM

I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for a registration. I certify that my driver license is not suspended, revoked, or denied, as a repeat offender and I am eligible to purchase or register the vehicle. I further certify that if a tax exemption is shown above it is valid.

04/05/10 Date 04/05/10 Date

Date X Date X

Date X Purchaser's/Lessor's Signature(s) Date X Lessee's Signature(s)

PURCHASERS NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 60 DAYS, CONTACT A SECRETARY OF STATE OFFICE OR CALL (517) 322-1460

Authority created by P.A. 300 of 1949, as amended. The Department and Department's Contractor TO ORDER: [illegible]

PE13-003 001441LCPV

October 5, 2010

Lincoln Customer Service
PO Box 6128
Dearborn, MI 48121

RE: 2010 Lincoln MKS
(VIN 1LNHL9FT7AG[redacted])

To Whom It May Concern,

I am writing to you in reference to my 2010 Lincoln MKS. I leased this vehicle at Star Lincoln-Mercury, Inc. in Southfield, Michigan on April 5, 2010. My vehicle has been back for service several times for engine type issues, including a hesitation/chugging while accelerating and stalling. Now the backup sensors came on for no reason and the a/c is inoperative. Also, the dealer has refused to give me the repair order from the last visit. Please consider this notice of your last chance to repair my vehicle. Please contact me to discuss this matter further and set up a date to repair my 2010 Lincoln MKS.

Sincerely,

[redacted]
West Bloomfield, MI[redacted]
[redacted]

[redacted]ge Information

Lessee (and Co-Lessee [redacted]nty)

WEST BLOOMFIELD [redacted] OAKLAND

Lessor - Name and Address
STAR LINCOLN- MERCURY, INC.
24350 W. 12 MILE RD.
SOUTHFIELD MI 48034

New	Mileage	Year/Make/Model	GVW if truck (lbs.)	Lease Term (mo.)
NEW	280	2010 LINCOLN MKS		24

Vehicle ID#

[redacted]

Mileage Option Selection. This form is informational and is designed to help clarify one of the many options involved with leasing. You have reviewed all options and determined that the mileage allowance per year checked below best meets your driving needs.

- ☐ **10,500 miles per year**
- ☒ **12,000 miles per year**
- ☐ **13,500 miles per year** N/A
- ☐ **15,000 miles per year**
- ☐ **16,500 miles per year**
- ☐ **18,000 miles per year**
- ☐ **19,500 miles per year** **(Additional miles may have been purchased with this mileage option)**

The average miles driven per year on your previous vehicle was _____.

[redacted]

Co-Lessee: _____

FC-FL-PR-18884 Dec 05 Previous editions may NOT be used.

STAR LINCOLN- MERCURY, INC.

STAR LINCOLN MERCURY
24350 W. 12 MILE ROAD
SOUTHFIELD, MI 48034
248-354-4900

Merchant ID: 710006129
Term ID: 2010

Sale

VISA
XXXXXXXXXXXX22[illegible]
Entry Method: [illegible]
Approvd: Online [illegible]
04/05/10 14:52:40

Invl: 00606013 Auth Code: 06748A

Total: $ 3,000.00

Customer [illegible]

THANK [illegible]

FordCredit

STATEMENT FOR 04/15/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
04/05/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
05/05/2010	Lease Payment Due	$486.48
05/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 05/15/2010 , please pay $554.35

FordCredit

STATEMENT FOR 05/16/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
05/07/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
06/05/2010	Lease Payment Due	$486.48
06/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 06/15/2010 , please pay $554.35

FordCredit

STATEMENT FOR 06/15/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
06/15/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
07/05/2010	Lease Payment Due	$486.48
07/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 07/15/2010 , please pay $554.35

FordCredit

STATEMENT FOR 07/16/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
07/08/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
08/05/2010	Lease Payment Due	$486.48
08/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 08/15/2010 , please pay $554.35

FordCredit

STATEMENT FOR: 08/16/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
08/04/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
09/05/2010	Lease Payment Due	$486.48
09/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 09/15/2010 , please pay $554.35

FordCredit

STATEMENT FOR 09/15/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
09/03/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
10/05/2010	Lease Payment Due	$486.48
10/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 10/15/2010 , please pay $554.35

AMOUNT(S) DUE

Account Number: [redacted]

Payment Due Date: 10/05/2010

TOTAL AMOUNT DUE: $515.67

If payment received after 10/15/2010 , please pay $554.35

Amount Paid:

$ ___,___.__

Don't forget to include your account number on your check

[redacted]

WEST BLOOMFIE MI [redacted]

Please make check payable to: Ford Credit

Mail payment to: Ford Credit

Department #267901
P.O. BOX 55000

Detroit MI 48255-2679

2480630000000000000455230500005156700 5

Account Manager

My Vehicle: 2010 Lincoln MKS

Rate Our Site

Support | Ford Owner | Log Out

Overview | Account History | Payment Options | Profile

2010 Lincoln MKS

Account Number: [redacted]
VIN : 1LNHL9FT7AG[redacted]

View last 12 months of history

Activity since 09/16/2010

Date	Description	Total Amount
10/06/2010	Payment Received - Thank you!	$515.67

Online Statement

Statement for 09/15/2010

Print this statement and payment slip

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
09/03/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Important Notices

Date	Description	Amount
10/05/2010	Lease Payment Due	$486.48
10/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	$515.67

If payment received after **10/15/2010**, please pay **$554.35**

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CERTIFICATE OF NO-FAULT INSURANCE - STATE OF MICHIGAN
CITIZENS INSURANCE COMPANY OF THE MIDWEST

25

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
A[redacted]	073010	013011

YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER
10	LINC MKS AWD	1LNHL9FT7AG[redacted]

AGENCY/COMPANY ISSUING CARD
NUSTAR INSURANCE AGENCIES, 0201084
PHONE: 248-380-6190

INSURED
[redacted]

WARNING - KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES.
If you fail to produce it upon a police officer's request, you will be responsible for a civil infraction.

BBB AUTO LINE
Customer Claim Form

Case number: FRD1026667
Contact Date: 10/04/10
Start Date:

OCT 20 2010

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: Mr [redacted]

Mailing address: [redacted]

City: West Bloomfield State: MI Zip code: [redacted]

Day phone: [redacted] Evening phone: Cell phone:

Fax: E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Lincoln Model: MKS Year: 2010 Current mileage: 10621.3

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , , MI Same

Primary Servicing dealer/city/state: STAR LINCOLN-MERCURY INC, SOUTHFIELD MI

Acquired as ☒ new ☐ used ☐ demo ☒ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 4/5/2010 Mileage at purchase/lease: 280

First repair attempt date: 7/27/10 First repair attempt mileage: 6483

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

• I would like my car to be fixed. I am tired of going everytime to the dealer for the same problem. After this attempt with autoline, it will be the 4th time taking the car for service for the same exact problem/issue.

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER 1 L N H L 9 F T 7 A G [redacted]

Lienholder/Leasing Company Star Lincoln-Mercury, Inc. **Phone Number** 248-354-4900

Account Number [redacted]

19

CCF

PE13-003 001453LCPV

Case Number: FRD1026667

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Car Chugging	Star Lincoln Mercury, Inc.	3	7/27/2010, 6483 miles, 3 days 8/16/2010, 7949 miles, 1 week	✓
			the third time I sended it to the, they dont want to give me the final record,	✓
			it stayed 2 weeks with them. They said they	✓
			fixed the problem, but it still happens.	✓

Total days out of service for all problems: 3 1/2 weeks.

Signature of Titled Owner(s) [redacted] Date 10/14/10

Printed Name of Titled Owner(s) [redacted]

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE
Customer Claim Form

Case number: FRD1026667
Contact Date: 10/04/10
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]

Mailing address: [redacted]

City: West Bloomfield State: MI Zip code: [redacted]

Day phone: [redacted] Evening phone: Cell phone:

Fax: E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Lincoln Model: MKS Year: 2010 Current mileage: 0

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , , MI

Primary Servicing dealer/city/state: STAR LINCOLN-MERCURY INC, SOUTHFIELD MI

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: Mileage at purchase/lease:

First repair attempt date: First repair attempt mileage: 0

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Lienholder/Leasing Company _____ **Phone Number** _____

Account Number _____

CCF

Case Number: FRD1026667

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Michigan

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

AGE/MILEAGE REQUIREMENTS

Claims seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

ELIGIBLE VEHICLES

Claims may be filed for Ford, Lincoln, and Mercury cars and light trucks that are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;

PE13-003 001457LCPV

- Currently registered in Michigan; and
- Purchased or leased in the United States and normally operated in the United States.

The following vehicles are **not eligible** for BBB AUTO LINE:

- F-450, F-550, and F-650 pick-up trucks.
- Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

- Repairs.
- A Ford Extended Service Plan for the customer's current vehicle.
- Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- Repurchase of the vehicle.
- Replacement of the vehicle **only** if it was purchased or leased *new*.

REPAIRS/REIMBURSEMENT FOR REPAIRS

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

REPURCHASE/REPLACEMENT

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and

- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and

- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

PE13-003 001458LCPV

If the arbitrator finds that the claim meets these conditions, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

- **Repurchase** – If the vehicle was **purchased**, Ford will refund the actual amount that the customer paid for the vehicle (not including any modifications or additions after the vehicle's purchase or lease), including finance charges, less a reasonable allowance for use. If the vehicle was **leased**, Ford will refund to the customer payments made to the lending institution or lessor plus net trade-in and cash down payment (not including rebates, if any), less a reasonable allowance for use. For both **purchased** and **leased** vehicles, Ford will also provide the pay-off amount to the lienholder or lessor in accordance with the financing or lease agreement.

  If the vehicle being repurchased is covered by a Ford Extended Service Plan that the customer purchased, that plan will be cancelled and its pro-rated cost refunded. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

  Ford will also refund sales tax, original license fees, original registration fees, and reasonable towing and rental costs directly incurred because of the claimed defect.

- **Replacement of a vehicle purchased or leased new** – The customer will select a new vehicle from dealer inventory that is from the same model year as, and substantially identical to, the vehicle being replaced (not including any modifications or additions after the vehicle's purchase or lease). Ford will reimburse the customer for fees for transfer of registration, sales taxes, and other charges or fees incurred as a result of the replacement, and reasonable towing and rental costs directly incurred because of the claimed defect.

  If the customer selects a vehicle that has different equipment options, the customer will incur the cost of upgraded equipment.

  If a replacement vehicle of the same vehicle model or from the same model year as the current vehicle is not available, the customer may select a different model or model year vehicle but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the vehicle being replaced and the M.S.R.P. of the new replacement vehicle.

  If the vehicle being replaced is covered by a Ford Extended Service Plan that the customer purchased, Ford will provide the customer with the most nearly equivalent Ford Extended Service Plan available for the replacement vehicle at no cost to the customer. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

PE13-003 001459LCPV

Important: Replacement is not an available remedy if the current vehicle was purchased used.

Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator awards a **replacement**, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100{,}000} \times \text{purchase price}$$

- If the arbitrator awards a **repurchase**, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100{,}000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

PE13-003 001460LCPV

CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  (1) maintenance and wear items not covered by the Warranty;
  (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford Motor Co.
- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

BBB AUTO LINE

December 14, 2010

[redacted]
WEST BLOOMFIELD MI 4[redacted]

Re: FRD1026667-1R[redacted] vs Lincoln 1LNHL9FT7AG[redacted]

Dear Mr [redacted]:

As you have indicated that you do not wish to pursue your claim with the BBB AUTO LINE program at this time, your case has been closed.

If you decide to pursue your case in the future, we will need to determine your eligibility for BBB AUTO LINE on your vehicle's new age and mileage and the eligibility requirements at that time.

If you have any questions, please feel free to contact me at 800.955.5100.

Sincerely,

Andrew Ramirez at Extension 530

CC: Paul Gustke

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

MANUFACTURER RESPONSE FORM

Case Number: FRD1026667-1R
Customer Name: [redacted]
VIN: 1LNHL9FT7AG[redacted]

Start Date: 12/02/10
State: MI
Probable Hearing Location: Southfield

This claim is ☐ IN Warranty ☐ OUT of Warranty
Has the customer contacted you regarding the claim? ☒ YES ☐ NO
Is the VIN listed above correct? ☐ YES ☐ NO
If you checked NO, please indicate the correct VIN: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Customer Contact Info:

SETTLEMENT INFORMATION
What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Has this offer been communicated to the customer? ☐ YES ☐ NO
If you checked YES, please indicate the customer's response below:
☐ The customer accepted the offer on ____/____/____
☐ The customer rejected the offer on ____/____/____
☐ The customer has not indicated a response to the offer.

If the customer accepts this offer, **when will the settlement be performed**? Please indicate a specific performance date or time frame: _____

ARBITRATION INFORMATION
Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the *Customer Claim Form*.

Please indicate the decision you request the arbitrator to render:

List the amount of any over allowance/negative equity: $_____
I will participate ☐ By phone ☐ In person ☐ In writing
Return this form as soon as possible
To: Completed by: _____Date:___/___/___
BBB AUTO LINE Future contact:_____
Fax: 703.247.9700 Phone: _____ Fax: _____

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

December 2, 2010

TERESA PONTILLO
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1026667-1R [redacted] vs Lincoln 1LNHL9FT7AG [redacted]

Dear Madam/Sir:

Following the customer's recent contact with our office, we have reopened his/her claim. Please refer to the new case number located above.

We have updated our records to reflect the following:

The reason(s) why the case has been reopened:

The customer is not satisfied with the outcome of the insepction and repair process. He says the problems are still existent, and he would like FMC to repurchase the vehicle at this time.

The Customer is seeking the following resolution:

A repurchase of the vehicle.

The vehicle's current mileage is (* this does have a bearing on eligibility):

12621

You do not need to resubmit any supporting documentation that you previously sent to our office, as that will be transferred from the customer's previous case. However, if there are any new documents you wish to submit, please send those in and be sure to reference the new case number. You can fax any new documents to 703.247.9700.

If you have any questions, please feel free to contact me at 800.334.2406.

Sincerely,

Andrew Ramirez at Extension 530

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE
Customer Claim Form

Case number: FRD1026667-1R
Contact Date: 12/02/10
Start Date: 12/02/10

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]

Mailing address: [redacted]

City: West Bloomfield State: MI Zip code: [redacted]

Day phone: [redacted] Evening phone: Cell phone:

Fax: E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Lincoln Model: MKS Year: 2010 Current mileage: 12621

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: Star Lincoln-Mercury Inc, Southfield, MI

Primary Servicing dealer/city/state: STAR LINCOLN-MERCURY INC,

Acquired as ☐ new ☐ used ☐ demo ☒ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 04/05/10 Mileage at purchase/lease:

First repair attempt date: 07/27/10 First repair attempt mileage: 6483

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

I would like my car to be fixed. I am tired of gong everytime to the dealer for the same problem.

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER 1LNHL9FT7AG[redacted]

Lienholder/Leasing Company _____ **Phone Number**_____

Account Number _____

CCF

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: **A/C won't cool properly**	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day**	**yes**
Car chugging				yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE
Customer Claim Form

Case number: FRD1026667
Contact Date: 10/04/10
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: Mr [redacted]

Mailing address: [redacted]

City: West Bloomfield State: MI Zip code: [redacted]

Day phone: ([redacted] Evening phone: Cell phone:

Fax: E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Lincoln Model: MKS Year: 2010 Current mileage: 0

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , , MI

Primary Servicing dealer/city/state: STAR LINCOLN-MERCURY INC, SOUTHFIELD MI

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: Mileage at purchase/lease:

First repair attempt date: First repair attempt mileage: 0

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Lienholder/Leasing Company _____ **Phone Number** _____

Account Number _____

CCF

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE
Customer Claim Form

Case number: FRD1026667
Contact Date: 10/04/10
Start Date:

OCT 20 2010

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]

Mailing address: [redacted].

City: West Bloomfield State: MI Zip code: [redacted]

Day phone: [redacted] Evening phone: Cell phone:

Fax: E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Lincoln Model: MKS Year: 2010 Current mileage: 10621.3

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , , MI Same

Primary Servicing dealer/city/state: STAR LINCOLN-MERCURY INC, SOUTHFIELD MI

Acquired as ☒ new ☐ used ☐ demo ☒ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 4/5/2010 Mileage at purchase/lease: 280

First repair attempt date: 7/27/10 First repair attempt mileage: 6483

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

• I would like my car to be fixed. I am tired of going everytime to the dealer for the same problem. After this attempt with autoline, it will be the 4th time taking the car for service for the same exact problem/issue.

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER 1 L N H L 9 F T 7 A G [redacted]

Lienholder/Leasing Company Star Lincoln-Mercury, Inc. **Phone Number** 248-354-4900

Account Number [redacted]

19

CCF

PE13-003 001469LCPV

Case Number: FRD1026667

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Car chugging	Star Lincoln Mercury, Inc.	3	7/27/2010, 64183 miles, 3 days 8/16/2010, 7949 mile, 1 week	✓
			the third time I sended it to the, they dont want to give me the final record,	✓
			it stayed 2 weeks with them. They said they	✓
			fixed the problem, but it still happens.	✓

Total days out of service for all problems: 3 1/2 weeks.

Signature of Titled Owner(s) [redacted] Date 10/14/10

Printed Name of Titled Owner(s) [redacted]

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

October 5, 2010

Lincoln Customer Service
PO Box 6128
Dearborn, MI 48121

RE: 2010 Lincoln MKS
(VIN 1LNHL9FT7AG[redacted])

To Whom It May Concern,

I am writing to you in reference to my 2010 Lincoln MKS. I leased this vehicle at Star Lincoln-Mercury, Inc. in Southfield, Michigan on April 5, 2010. My vehicle has been back for service several times for engine type issues, including a hesitation/chugging while accelerating and stalling. Now the backup sensors came on for no reason and the a/c is inoperative. Also, the dealer has refused to give me the repair order from the last visit. Please consider this notice of your last chance to repair my vehicle. Please contact me to discuss this matter further and set up a date to repair my 2010 Lincoln MKS.

Sincerely,

[redacted]
West Bloomfield, MI[redacted]
[redacted]

Lease Mileage Information

Lessee (and Co-Lessee) [redacted] OAKLAND

Lessor - Name and Address
STAR LINCOLN- MERCURY, INC.
24350 W. 12 MILE RD.
SOUTHFIELD MI 48034

New	Mileage	Year/Make/Model	GVW if truck (lbs.)	Lease Term (mo.)
NEW	280	2010 LINCOLN MKS		24

Vehicle ID#

1LNHL9FT7AG[redacted]

Mileage Option Selection. This form is informational and is designed to help clarify one of the many options involved with leasing. You have reviewed all options and determined that the mileage allowance per year checked below best meets your driving needs.

- ☐ **10,500 miles per year**
- ☒ **12,000 miles per year**
- ☐ **13,500 miles per year** N/A
- ☐ **15,000 miles per year**
- ☐ **16,500 miles per year**
- ☐ **18,000 miles per year**
- ☐ **19,500 miles per year** **(Additional miles may have been purchased with this mileage option)**

The average miles driven per year on your previous vehicle was _____.

[redacted]

FC-FL-PR-18884 Dec 05 Previous editions may NOT be used.

STAR LINCOLN- MERCURY, INC.

STAR LINCOLN MERCURY
24350 W. 12 MILE ROAD
SOUTHFIELD, MI 48034
248-354-4900

Merchant ID: 710008129
Term ID: 2010

Sale

VISA
XXXXXXXXXXXX[redacted]
Entry Method: [illegible]
Approd: Online [illegible]
04/05/10 14:52:48

Inv#: 00006013 Auth Code: 06748A

Total: $ 3,000.00

Customer [illegible]

THANK [illegible]

FordCredit

STATEMENT FOR 04/15/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
04/05/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
05/05/2010	Lease Payment Due	$486.48
05/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 05/15/2010 , please pay $554.35

FordCredit

STATEMENT FOR 05/16/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
05/07/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
06/05/2010	Lease Payment Due	$486.48
06/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 06/15/2010 , please pay $554.35

FordCredit

STATEMENT FOR 06/15/2010

Account Number: 4[redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
06/15/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
07/05/2010	Lease Payment Due	$486.48
07/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 07/15/2010 , please pay $554.35

FordCredit

STATEMENT FOR 07/16/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
07/06/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
08/05/2010	Lease Payment Due	$486.48
08/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 08/15/2010 , please pay $554.35

FordCredit

STATEMENT FOR 08/16/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
08/04/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
09/05/2010	Lease Payment Due	$486.48
09/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 09/15/2010 , please pay $554.35

FordCredit

STATEMENT FOR 09/15/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
09/03/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
10/05/2010	Lease Payment Due	$486.48
10/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 10/15/2010 , please pay $554.35

AMOUNT(S) DUE

Account Number: [redacted]

Payment Due Date: 10/05/2010

TOTAL AMOUNT DUE: $515.67

If payment received after 10/15/2010 , please pay $554.35

Amount Paid:

$ ☐☐☐,☐☐☐.☐☐

Don't forget to include your account number on your check

[redacted]

WEST BLOOMFIE MI [redacted]

Please make check payable to: Ford Credit

Mail payment to: Ford Credit

Department #267901
P.O. BOX 55000

Detroit MI 48255-2679

2480630000000000000455230500005156700 5

Account Manager

My Vehicle: 2010 Lincoln MKS

Rate Our Site

Support | Ford Owner | Log Out

Overview | Account History | Payment Options | Profile

2010 Lincoln MKS

Account Number: [redacted]
VIN : 1LNHL9FT7A[redacted]

View last 12 months of history

Activity since 09/16/2010

Date	Description	Total Amount
10/06/2010	Payment Received - Thank you!	$515.67

Online Statement

Statement for 09/15/2010

Print this statement and payment slip

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
09/03/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Important Notices

Date	Description	Amount
10/05/2010	Lease Payment Due	$486.48
10/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	$515.67

If payment received after **10/15/2010**, please pay **$554.35**

Copyright | Privacy | GlobalSign | Terms and Conditions

CERTIFICATE OF NO-FAULT INSURANCE - STATE OF MICHIGAN
CITIZENS INSURANCE COMPANY OF THE MIDWEST

25

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
[redacted]	073010	013011

YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER
10	LINC MKS AWD	1LNHL9FT7AG[redacted]

AGENCY/COMPANY ISSUING CARD
NUSTAR INSURANCE AGENCIES, 0201084
PHONE: 248-380-6190

INSURED
[redacted]

WARNING - KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES.
If you fail to produce it upon a police officer's request, you will be responsible for a civil infraction.

STATE OF MICHIGAN

APPLICATION FOR MICHIGAN TITLE & REGISTRATION
STATEMENT OF VEHICLE SALE

DEPARTMENT OF STATE

DEAL # 37538

Purchase Date: 04/05/2010

Invoice/Stock No.

Delivery Date: 04/05/2010 — Invoice/Stock No.: 606013

Dealer: STAR LINCOLN-MERCURY, Inc.

Address: 24350 Twelve Mile Road P.O. Box 2142

City: SOUTHFIELD

County	State	Zip Code
OAKLAND	MICHIGAN	48034

Dealer License	Sales Tax License	Phone Number
A-006288	[redacted]	(248) 354-4900

Vehicle Sold: [XX] New [ ] Used [ ] Demo — Trade-In: [ ] Yes [XX] No

Trade-In Year	Make	Vehicle No.

TEMPORARY VEHICLE REGISTRATION USED TO TRANSFER PLATES
Expires 15 days after delivery date

Plate Transferred from: Year Make

Vehicle No.	Plate No.	Temp. Expiration Date

VEHICLE USE AND HISTORY DISCLOSURE:

- [ ] POLICE VEHICLE
- [ ] GOVERNMENT VEHICLE
- [ ] TAXI
- [ ] VEHICLE HAS BEEN FLOOD-DAMAGED
- [ ] SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED
- [ ] _____

ODOMETER MILEAGE

The following section must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title and/or mileage statement.

280 — NO TENTHS

[XX] actual mileage [ ] not actual mileage [ ] exceeds mechanical limits of odometer

I have selected and agree to pay the OPTIONAL $24 CVR electronic filing fee — Customer Initials

Factory Installed Accessories [ ] Factory List Affixed to Vehicle

Dealer Installed Accessories When Optional to Purchaser

REMARKS:

The Seller, STAR LINCOLN-MERCURY, Inc., hereby expressly disclaims all Warranties, either express or implied, including any implied Warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle. This disclaimer by the Seller in no way affects the terms of the Manufacturer's Warranty.

Temporary Registration No. _____ Temporary Fee Charged [ ] Yes [ ] No

Salesperson: JIMMY G

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

"I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS [redacted] INTERESTS NAMED ABOVE."

[redacted] Title

Expires on Month	Day	Year	Months
2	25	2011	

[ ] NEW PLATE [ ] RENEWAL [ ] TRANSFER

Year	Make	Body Style	Code	County
2010	LINCOLN	4 DOOR AWD	1	63

Vehicle No.	Fee Category/Weight	License Fee
1LNHL9FT7A[redacted]	47	231.00

[redacted]

2) County of Residence: OAKLAND

Title: 15.00

Title Late Fee: N/A

Complete Names and Addresses of All Owners or Lessors

[redacted] ATLANTA GA [redacted]

Tax: N/A

Reg. Transfer Fee: N/A

Complete Names and Addresses of All Owners or Lessees

[redacted] WEST BLOOMFIELD MI [redacted]

Total - Transfer to #4: 246.00

Full Rights to Supplier: [ ] Yes [XX] No

Insurance Company: Citizens [redacted]

First Secured Interest: HTD LEASING LLC

Address: P.O. BOX 105704

City-State Zip: ATLANTA GA 30348-5704

Filing Date: 04/05/2010

1. PURCHASE PRICE OF VEHICLE (Including Freight & Accessories)	48589.16
2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Temp. Reg. Fee, Etc.)	670.00
2. A. OPTIONAL $24 ELECTRONIC FILING FEE	24.00
3. TOTAL TAXABLE PRICE	49283.16
4. (Above total) SALES TAX - LICENSE - TITLE	246.00
5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)	N/A
6. TOTAL DELIVERED PRICE	49529.16
7. CASH ON DEPOSIT	N/A
8. CASH DUE ON DELIVERY	3474.90
9. TRADE-IN $ N/A	
10. LESS LIEN $ N/A	N/A
11. TOTAL DOWN PAYMENT	3474.90
12. UNPAID BALANCE TO BE FINANCED	46054.26
13. INSURANCE SURCHARGE*	N/A
14. TOTAL AMOUNT OF FINANCE CONTRACT	N/A

*** TYPE OF INSURANCE**
WARNING: This insurance is not PL/PD No Fault Insurance required by Michigan law.
[ ] CREDIT LIFE [ ] HEALTH & ACCIDENT
[X] GAP INSURANCE [ ] _____

PURCHASER WARNING: DO NOT SIGN BLANK FORM

I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for a registration. I certify that my driver license is not suspended, revoked, or denied, as a repeat offender and I am eligible to purchase or register the vehicle. I further certify that if a tax exemption is shown a[redacted]

04/05/10 Date — 04/05/10 Date

Date X — Date X

Date X Purchaser's/Lessor's Signature(s) — Date X Lessee's Signature(s)

PURCHASERS NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 60 DAYS, CONTACT A SECRETARY OF STATE OFFICE OR CALL (517) 322-1450

Authority created by P.A. 300 of 1949, as amended

PE13-003 001482LCPV

MICHIGAN

MOTOR VEHICLE LEASE AGREEMENT

DATE 04/05/2010

1-800-727-7000

Ford Credit

www.fordcredit.com

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)

[redacted]

LESSOR (Name and Address)

STAR LINCOLN- MERCURY, INC.
24350 W. 12 MILE RD.
SOUTHFIELD MI 48034

"Finance Company" is FORD MOTOR CREDIT COMPANY. The "Holder" is [redacted] and its assigns.

By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."
Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	280	2010 LINCOLN MKS	1LNHL9FT7AG606013	PERSONAL

1. Amount Due At Lease Signing or Delivery (Itemized Below) *

$ 4550.00

2. Payments

(a) Monthly Payments

Your first monthly payment of $ 515.67 is due on 04/05/10, followed by 23 payments of $ 515.67 due on the 5th day of each month. The total of Your monthly payments is $ 12376.08.

(b) Advance Payment

Your Payment of $ N/A is due on N/A. The total of Your payment is $ N/A.

3. Other Charges (not part of Your monthly payment)

Disposition fee (if You do not purchase the Vehicle) $ N/A

N/A N/A

Total $ N/A

4. Total of Payments (The amount You will have paid by the end of the lease)

$ 16410.41

Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	$ 3474.90
b. First monthly payment	515.67
c. Advance payment	N/A
d. Refundable security deposit	N/A
e. Title fees	15.00
f. Registration fees	231.00
g. Acquisition fee	N/A
h. TAX ON CAP RED/UPFRONT TAXES	814.43
i. N/A	N/A
j. DOC FEE	75.00
k. N/A	N/A
l. ELEC FILING FEE	24.00
m. N/A	N/A
Total	$ 4550.00

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	$ N/A
b. Rebates and noncash credits	1550.00
c. Amount to be paid in cash	3000.00
d.	N/A
Total	$ 4550.00

Your payment is determined as shown below

a. **Gross capitalized cost.** The agreed upon value of the Vehicle ($ 48589.16) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (Itemized below - Item 19) **		$ 49184.16
b. **Capitalized cost reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	−	3474.90
c. **Adjusted capitalized cost.** The amount used in calculating Your base payment	=	45709.26
d. **Residual value.** The value of the Vehicle at the end of the lease used in calculating Your base payment	−	34432.00
e. **Depreciation and any amortized amounts.** The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	=	11277.26
f. **Rent charge.** The amount charged in addition to the depreciation and any amortized amounts	+	398.26
g. **Total of base payments.** The depreciation and any amortized amounts plus the rent charge	=	11675.52
h. **Lease payments.** The number of payments in Your lease	÷	24
Base payment	=	486.48
Sales / Use tax	+	29.19

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of $0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than $1.00.

10. Purchase Option at End of Lease Term, $ 34932.00 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

12. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

☒ Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

☐ N/A

N/A

13. OFFICIAL FEES AND TAXES $ 1284.99.
The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with **(a)** comprehensive fire and theft insurance with a **maximum deductible** amount of **$1,000**; and **(b)** collision and upset insurance with a **maximum deductible** of **$1,000**; and **(c)** automobile liability insurance with **minimum limits** for bodily injury or death of $ 20000.00 for any one person and $ 40000.00 for any one accident, and $ 10000.00 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See item 24 on back)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

15. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance $ N/A (Initial Coverage) $ N/A (Premium) N/A (Insured(s))

N/A (Insurance Company)

Lessee: X Co-Lessee: X

b. Credit Disability Insurance $ N/A (Monthly Coverage) $ N/A (Premium) N/A (Insured(s))

N/A (Insurance Company)

Lessee: X Co-Lessee: X

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within **10 days** after it is due. The charge is **7.5%** of the full amount of the scheduled payment or **$50.00** whichever is less.

17. LESSOR SERVICES N/A
(See Item 22 on back) N/A

18. VEHICLE LOSS EARLY TERMINATION PAYOFF BALANCE AND INSURED CASH VALUE The early termination payoff balance (as determined by Finance Company under Items 29 and 35) may be different from the actual cash value of the Vehicle as determined by the insurer of the Vehicle.

YOUR LIABILITY UPON LOSS OR DESTRUCTION OF VEHICLE Unless You are eligible for the Gap Waiver (Item 35), if the early termination payoff balance is greater than the actual cash value of the Vehicle, You must pay the difference to Finance Company (as provided in Item 35).

Lessee: X [redacted] Co-Lessee: X

19. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
$ 48589.16	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ 595.00	+ $ N/A
N/A	N/A	N/A	N/A	N/A	N/A	**Total Gross Capitalized Cost**
+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	= $ 49184.16

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must [redacted] Company.

Lessee: [redacted] By: X Title:

Co-Lessee: [redacted] By: X 11/5/10 Title:

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in copy of this lease. You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

Lessee: [redacted] By: X Title:

BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Michigan

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

AGE/MILEAGE REQUIREMENTS

Claims seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

ELIGIBLE VEHICLES

Claims may be filed for Ford, Lincoln, and Mercury cars and light trucks that are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;

PE13-003 001485LCPV

- Currently registered in Michigan; and
- Purchased or leased in the United States and normally operated in the United States.

The following vehicles are **not eligible** for BBB AUTO LINE:

- F-450, F-550, and F-650 pick-up trucks.
- Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

- Repairs.
- A Ford Extended Service Plan for the customer's current vehicle.
- Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- Repurchase of the vehicle.
- Replacement of the vehicle **only** if it was purchased or leased *new*.

REPAIRS/REIMBURSEMENT FOR REPAIRS

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

REPURCHASE/REPLACEMENT

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and

- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and

- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

PE13-003 001486LCPV

If the arbitrator finds that the claim meets these conditions, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

- **Repurchase** – If the vehicle was **purchased**, Ford will refund the actual amount that the customer paid for the vehicle (not including any modifications or additions after the vehicle's purchase or lease), including finance charges, less a reasonable allowance for use. If the vehicle was **leased**, Ford will refund to the customer payments made to the lending institution or lessor plus net trade-in and cash down payment (not including rebates, if any), less a reasonable allowance for use. For both **purchased** and **leased** vehicles, Ford will also provide the pay-off amount to the lienholder or lessor in accordance with the financing or lease agreement.

  If the vehicle being repurchased is covered by a Ford Extended Service Plan that the customer purchased, that plan will be cancelled and its pro-rated cost refunded. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

  Ford will also refund sales tax, original license fees, original registration fees, and reasonable towing and rental costs directly incurred because of the claimed defect.

- **Replacement of a vehicle purchased or leased new** – The customer will select a new vehicle from dealer inventory that is from the same model year as, and substantially identical to, the vehicle being replaced (not including any modifications or additions after the vehicle's purchase or lease). Ford will reimburse the customer for fees for transfer of registration, sales taxes, and other charges or fees incurred as a result of the replacement, and reasonable towing and rental costs directly incurred because of the claimed defect.

  If the customer selects a vehicle that has different equipment options, the customer will incur the cost of upgraded equipment.

  If a replacement vehicle of the same vehicle model or from the same model year as the current vehicle is not available, the customer may select a different model or model year vehicle but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the vehicle being replaced and the M.S.R.P. of the new replacement vehicle.

  If the vehicle being replaced is covered by a Ford Extended Service Plan that the customer purchased, Ford will provide the customer with the most nearly equivalent Ford Extended Service Plan available for the replacement vehicle at no cost to the customer. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

PE13-003 001487LCPV

Important: Replacement is not an available remedy if the current vehicle was purchased used.

Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator awards a **replacement**, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100{,}000} \times \text{purchase price}$$

- If the arbitrator awards a **repurchase**, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100{,}000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

PE13-003 001488LCPV

CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  (1) maintenance and wear items not covered by the Warranty;
  (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford Motor Co.
- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

PE13-003 001489LCPV

BBB AUTO LINE

February 8, 2011

TERESA PONTILLO
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1031694[redacted] vs Lincoln 1LNHL9FT7AG[redacted]

Dear Madam/Sir:

The above referenced customer has failed to return the *Acceptance/Rejection of Decision Form* within the specified time and rejection is assumed.

If you have any questions, please call me at 800.334.2406, or consult your weekly manufacturer's report.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

January 25, 2011

TERESA PONTILLO
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1031694 [redacted] vs Lincoln 1LNHL9FT7AG[redacted]

Dear Madam/Sir:

Enclosed is the arbitrator's *Decision* and *Reasons for Decision* for your case.

The customer has been sent an *Acceptance/Rejection Form* and has 14 days to return the form to the BBB AUTO LINE. For good cause the BBB AUTO LINE may extend this time frame. We will notify you as soon as we know whether the customer has accepted or rejected the *Decision*.

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.334.2406.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

ACCEPTANCE OR REJECTION OF DECISION

Date: 01/25/11 Case Number: FRD1031694

Customer: [redacted] State: MI

Business: Ford Motor Company

Mfr-Info: 6701 MI 1LNHL9FT7AG[redacted]

Enclosed is the Arbitration decision in your case. We hope you have found the efforts of our staff and the volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision.

COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY

Note: If this form is not received at the CBBB office within 14 days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at 703.247.9700. We suggest you call your case specialist to confirm receipt.

Please check one of the following.

_____ I ACCEPT THE ARBITRATION DECISION. I understand this means:

* the business will be legally bound to abide by this decision; and,
* I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform according to the Arbitrator's decision or unless otherwise provided by state or federal law.

_____ I REJECT THE ARBITRATION DECISION. I understand this means:

* I may pursue other legal remedies under state or federal law;
* depending on federal or state law, the decision may be introduced as evidence by me or the business in any civil court action relating to any matter considered in this arbitration hearing;
* the business will not be obligated to perform any part of the decision; and,
* this will end Better Business Bureau involvement in my case.

Signature(s) of Titled Owner(s): _____

Date: _____

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

Denial Decision

Submitted Date: 01/22/11
FRD1031694
VIN: 1LNHL9FT7AG[redacted]
Customer: Mr [redacted] - Hearing Date: 01/14/11
Arbitrator: Adrienne C. Watts

Question 1

The customer's request (Repair, Replacement, etc - listed below) is denied.

Repurchase with attorney fees.

CASE: FRD1031694
Arbitrator: Adrienne C. Watts

Customer: Mr [redacted]
Date: 01/22/11

Reasons for Decision

Submitted Date: 01/22/11
FRD1031694
VIN: 1LNHL9FT7AG[redacted]
Customer: Mr[redacted] - Hearing Date: 01/14/11
Arbitrator: Adrienne C. Watts

Question 1

It is determined that a { Please list below } decision is a fair resolution of this dispute.
denial of repurchase with payment of attorney fees

b For the following reasons, the decision listed above is a fair resolution of this dispute. (If relevant, explain how lemon law standards apply to the facts in this case)
FACTS:

Consumer claims vehicle "chugging" - lack of acceleration. Vehicle was leased on 4/5/2010, with 280 miles.

On 7/27/2010, with 6,483 miles, vehicle brought to dealer with complaint of lack of acceleration; repairs made - out of service 2 days.

On 8/16/2010, with 7,949 miles, vehicle at dealer with complaint of stalling. According to Dealer, allegations of stalling could be neither confirmed nor duplicated. According to Dealer, the repair order, #118255. was divided into 2 periods: 8/1/2010 - 8/25/2010 and 9/2/2010-9/17/2010, for a total of 26 days.

10/5/2010, Consumer gives written notice to Dealer of final chance to repair vehicle.

On 11/17/2010, with 12,849 miles, vehicle at dealer with complaint of stalling. The Ford field service engineer ordered the dealer to replace the transmission range sensor to rectify the "chugging"/acceleration issue. Out of service 3 days.

Complaint made by Consumer on 12/2/2010 to BBB Auto Line.
Consumer requests refund (repurchase) under Michigan lemon law and attorney fees.

Michigan Lemon Law:

The Michigan lemon law requires a manufacturer repurchase or replace a new motor vehicle if all of the following are met:

1. There are 1 or more defects or conditions that impair the use or value of the vehicle, or that prevent the vehicle from conforming to manufacturer's express warranty;
2. The defect was reported to the manufacturer/dealer within the express warranty period or one year from date of delivery to consumer;
3. The vehicle was subject to 4 or more repair attempts and out of service 30 or more days for repair of same defect; and
4. The defect or condition continues to exist.

Applying the lemon law requirements to the facts of this case, leads to the conclusion that the Michigan lemon law does not apply to this case: the lack of acceleration or chugging is a defect that can impair the use/value of the vehicle, and may also prevent the vehicle from conforming to the manufacturer's express warranty; the defect was reported to the manufacturer/dealer timely; although the vehicle was out of service 40 days, the vehicle was not subject to 4 repair attempts, as both parties produced only 3 repair invoices - 7/27, 8/16 and 11/17.
Finally, the defect or condition no longer exists. During the test drive/inspection done on 1/5/2011 by this arbitrator, there was no stalling, chugging, or issue of acceleration observed or felt. It is my conclusion that the defect or condition has been corrected.

Question 2

If awarding a repurchase/replacement, identify the problem(s) upon which the award is based and the number of repair attempts for each problem.

N/A

Question 3

Please indicate the cumulative number of days the vehicle was out of service for all problems

40

Question 4

Was final notice given? (Yes / No / Not Applicable)

yes

Question 5

Please identify the mileage on the vehicle at the time of the hearing/inspection:

Unknown

CASE: FRD1031694
Arbitrator: Adrienne C. Watts

Customer: Mr [redacted]
Date: 01/22/11

MANUFACTURER RESPONSE FORM
Will participate - In Writing ☒ By Phone ☐

Customer Name: [redacted]
Case Number: FRD1031694
VIN: 1LNHL9FT7A[redacted]
Vehicle year/model: 2010 MKS
Current mileage: 12,849

State: Michigan
Warranty Start Date: 04/05/10

Purchased: ☐ New ☐ Used ☒ Leased (23 payments of $515.67)
This claim is: ☒ IN Bumper-to-Bumper Warranty ☐ IN Diesel Warranty ☐ OUT of all Warranties
Extended Service Plan: ☐ NO ☒ YES (12 monts/15K miles Maintenance Plan)

SETTLEMENT INFORMATION
What, if anything, was offered to the customer to settle this dispute?
N/A

Please indicate the customer's response below:
☐ The customer rejected the offer on __/__/__
☐ The customer has not indicated a response to the offer.

The Customer Claim Form (CCF) lists the following concerns:

- **Car chugging**

MANUFACTURER'S POSITION:

Ford Motor Company respectfully recommends that the customer's request for a repurchase plus attorney fees be denied. It is the manufacturer's position that this claim cannot be heard under the Michigan State Lemon Law; but rather heard under the Michigan State Program Summary. Per the Michigan State Program Summary, attorney fees cannot be granted in a rendered decision from an arbitrator. Attorney fees are not part of the BBB Auto Line Program. As a result, we are respectfully seeking a denial in response to the consumer's request for a repurchase plus attorney fees.

It is the position of Ford that this vehicle has not received four or more repair attempts towards a non-conformity, that still continues to exist, nor does the issue listed on the Agreement to Arbitrate *significantly* impair the safety, value, and/or use of the vehicle.

Our Ford Field Service Engineer (FSE) inspected this vehicle on 11/17/10 and advised the dealer to replace the transmission range sensor in order to rectify the consumer's concern of his vehicle "chugging." Ford and our FSE are extremely confident that the replacement of the transmission range sensor has rectified the concern. It is our position that this vehicle is currently operating free of any manufacturing defects and within Ford specifications.

As reflected in the attached repair orders, rental invoices, AWS Warranty History, and the FSE Vehicle Inspection Report, Mr. [redacted] has been provided with a loaner vehicle during the duration of all four dealer visits and the concern has been rectified by the replacement of the transmission range sensor. We feel we have honored our New Vehicle Limited Warranty by rectifying the concern within a reasonable number of repair attempts.

We are respectfully seeking a denial in response to the consumer's request for a repurchase plus attorney fees.

REPAIR HISTORY:

- **07/27/10 (6,483 miles) Repair Order (RO) 117765: The vehicle was at the dealer a total of two days while technicians performed the first repair attempt for "lack of acceleration" and "harsh engagement."**

- **08/16/10 (7,949 miles) RO 118255: Vehicle was inspected for an "engine stalling" concern; however, technicians were never able to duplicate or verify the alleged concern. As a result, no repairs were performed. The consumer was provided with a rental vehicle for a total of 26 days. This RO remained opened by the dealer; however, this RO consisted of two separate visits to the dealer as reflected by the submitted rental invoices.**

- **11/17/10 (12,849 miles) RO 120315: Technicians inspected the vehicle for a "lack of acceleration" concern and performed TSB 10-21-2. The FSE was involved in the vehicle inspection/diagnosis and recommended the replacement of the transmission range sensor; resulting in a total of three days out of service.**

DOCUMENTATION PROVIDED

☒ Technical Service Bulletins
☐ Recall Notices
☒ Ford Field Service Engineer Report
☐ Dealer Report
☒ Other: Repair Orders, Rental Invoices, & Ford's AWS Warranty Repair History

List amount of any over allowance /negative equity: $ N/A

To: Donna Patterson

BBB AUTO LINE

Fax: 703.247.9700

Completed by: Teresa Pontillo Date: 01/10/11

Fax: 866-414-9070

LINCOLN Mercury

STAR

LINCOLN-MERCURY, Inc.
24350 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4900

FACILITY REGISTRATION NUMBER F-101393

* RO left opened by dealer; see rental invoice (2 days) - Loaner vehicle provided from 7/27-7/28

CUSTOMER NO	ADVISOR	TAX NO	INVOICE DATE	INVOICE NO
24433	PATRICK BRADWELL 24502	5832	08/06/10	LICS117765
[redacted]	LABOR TAX 75.00 / LICENSE NO. [redacted]	MILEAGE 6,483	COLOR CINNAMON ME	STOCK NO 606013
	YEAR - MAKE - MODEL 10/LINCOLN/MKS/4 DOOR AWD		DELIVERY DATE 04/05/10	DELIVERY MILES
	VEHICLE I.D. NO. 1 L N H L 9 F T 7 A G [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	P.T.E. NO.	P.O. NO.	R.O. DATE 07/27/10	
[redacted]	BUSINESS FRONT			DELAY OUT

[redacted]

LABOR
J# 1 10LIZ DRIVEABILITY HOURS: 1.90 TECH(S):679 WARRANTY
CUSTOMER STATES WHEN MOVING FROM A COMPLETE STOP, VEHICLE IS SLOW TO ACCELERATE AND HARSH TO ENGAGE
TEST EEC. GO TO SEC DZ1 GO TO DZ7. DISCONNECT FRONT EGO SENSOR, CK. VOLTAGE HAS 12 VOLTS GO TO DZ8. R&R COWL PANELS TO ACCESS PCM CONNECTOR TO CK. RESISTANCE NONE GO TO DZ9 CHECK FOR SHORT IN HARNESS. NONE. GO TO DZ10 CK. RESISTANCE OF EGO SENSOR 60 OHMS GO TO DZ11. CK. EGO SENSOR FOR SHORT TO GROUND. OK NONE GO TO DZ29 DISCONNECT PCM CONNECTORS INSPECT NEC PINS REPAIR CONNECTION AT PCM CONNECTOR.
RETEST & ROAD TEST OK NOW

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2+70LIZ03 RENTAL TAP HOURS: TECH(S):679 WARRANTY

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

TECHNICIAN CERTIFICATION
679 CHUCK GOBART M-110859

TOTALS

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

The Reynolds and Reynolds Company EXPENSE CON 4000 (6/13)

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 02:52pm

SERVICE INVOICE

PE13-003 001498LCPV

STAR LINCOLN-MERCURY, Inc.
24350 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4900

FACILITY REGISTRATION NUMBER F-101393

* Repair Order left opened by dealer; Refer to Rental Invoices = 8/16 - 8/25 & 9/2 - 9/17. (26 days)

CUSTOMER NO. 24433	ADVISOR PATRICK BRADWELL 24502	TAG NO. 3707	INVOICE DATE 09/14/10	INVOICE NO. LICS118255
[redacted]	LABOR RATE 75.00	[redacted]	MILEAGE 7,949	COLOR CINNAMON ME	STOCK NO. 606013
WEST BLOOMFIELD, MI[redacted]	YEAR-MAKE/MODEL 10/LINCOLN/MKS/4 DOOR AWD			DELIVERY DATE 04/05/10	DELIVERY MILEAGE
	VEHICLE IDENTIFICATION NO. 1 L N H L 9 F T 7 A G [redacted]			SELLING DEALER NO.	PRODUCTION DATE
	P.T.E.NO.	P.O. NO.		R.O. DATE 08/16/10	
[redacted]					MILEAGE OUT

JOB# 1 CHARGES

LABOR
J# 1 09LIZ01 ENGINE CONCERN HOURS: 0.70 TECH(S):679 WARRANTY
CUSTOMER STATES ENGINE STALLS, AT SLOW SPEEDS AND AT SPEEDS
GREATER THAN 50MPH. NO PROBLEM STARTING BACKUP
ROAD TEST FOR MANY DAYS TO VERIFY CONCERN
MONITOR PIDS TP1 & TP2 & ETB ACTUAL & DESIRED
WHILE ON IDS TEST DRIVE HAD CAR IDLE DROP BELOW
SPECIFACATION COUPLE TIMES WITH ADVISOR DRIVING
NEVER ABLE TO CAPURE DATA TRY TO RECREATE BUT
NOT ABLE TO ALL THIS TIME TECH NOT ABLE TO VERIFY STALLING

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2+70LIZ03 RENTAL TAP HOURS: TECH(S):679 WARRANTY

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

TECHNICIAN CERTIFICATION
679 CHUCK GOBART H-110859

TOTALS

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

PAGE 1 OF 1 CUSTOMER COPY (END OF INVOICE) 02:52pm

SERVICE INVOICE

[redacted]

LINCOLN-MERCURY, Inc.
24350 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4900

FACILITY REGISTRATION NUMBER F-101393

(3 days)

CUSTOMER NO. 24433	ADVISOR PATRICK BRADWELL 24502	TAG NO. 4304	INVOICE DATE 11/19/10
[redacted]	LABOR RATE 75.00	TELEPHONE NO. [redacted]	MILEAGE 12,849
	YEAR/MAKE/MODEL 10/LINCOLN/MK5/4 DOOR AWD		DELIVERY DATE 04/05/10
WEST BLOOMFIELD, MI [redacted]	VEHICLE ID NO. 1 L N H L 9 F T 7 A G [redacted]		
	K.V.E. NO.	R.O. NO.	RO DATE 11/17/10
[redacted]	BUSINESS PHONE		

INVOICE NO. LICS120315
STOCK NO. 606013
DELIVERY BY/BY
SELLING SEALER NO.
PRODUCTION DATE
MILEAGE OUT

JOB# 1 CHARGES

LABOR

JOB#	OPERATION	DESCRIPTION	HOURS	TECHNICIAN	WARRANTY
1	10LI2	DRIVEABILITY			

CUSTOMER STATES LACK OF ACCERATION WHEN TRYING TO MERGE ONTO FREEWAY. REVERSE LIGHT HAS BEEN ON WHEN GOING FORWARD REVERSE LIGHTS ON IN DRIVE AT TIMES FOLLOWED TSB 10-17-4 CK. RESUSTABCE AFTER REMOVING CONNECTOR C168 AT TRANSMISSION SOLENOID BODY MAIN CONNECTOR WITH SHIFTER IN LOW GEAR FROM PIN 8 AND 4, PIN 8 AND 5, PIN 8 AND 7, ALL HAD LESS THAN 5 OHMS RESISTANCE PINS 8 AND 6 HAD 8-10 OHMS. REMOVED MAIN CONTROL AND COVER SOLENOID BODY ASSMEBLY AND INSTALL NEW TRANS RANGE SENSOR AND RETAINING PIN. CLEARED DTCS NO FAULTS PRESENT AT THIS TIME TRANSMISSION FUNCTIONS NORMALLY AFTER TOPPING OFF FLUID WITH MERCON-LV.

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	[illegible]-7H657-B	SENSOR 446658			WARRANTY
	1	7T4Z-7[illegible]10-A	PIN - R 231298			WARRANTY
	2	XT-10-QLVC	OIL - A 497722			WARRANTY
			TOTAL - PARTS			0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

JOB#	OPERATION	DESCRIPTION	HOURS	TECHNICIAN	WARRANTY
2	20LI2018	POWER ACCESSORIES INCHES			

CUSTOMER STATES FRONT PARKING SENSORS GO OFF WHEN DRIVING WITH NO OBJECTS IN FRONT OF VEHICLE
FUNCTION CHECK OPERATION LOOKS OK UP
NO DTCS PRESENT
NO PROBLEM FOUND AT THIS TIME

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

JOB#	OPERATION	DESCRIPTION	HOURS	TECHNICIAN	WARRANTY
3	34ZOL1203	RENTAL CAR			

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX LICS JOB# 3 TOTAL 0.00

COMMENTS
WAIT

TECHNICIAN CERTIFICATION

24539	GENO DIPIRRI	M134611
606	DOUGLAS BEAUDRY	M-120122

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

 [CONTINUED ON NEXT PAGE] 04:48pm

SERVICE INVOICE

The Formalities and Requirements Contained in 8CFR 1003.2(b)(2)

LINCOLN-MERCURY, Inc.
24850 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4000

FACILITY REGISTRATION NUMBER F-101893

CUSTOMER NO. 24433	ADVISOR PATRICK BRADWELL 24502	W/O NO. 4304	INVOICE DATE 11/19/10	INVOICE NO. LIC6120315
[redacted]	LABOR RATE 75.00 [redacted]	MILEAGE 12,849	COLOR CINNAMON ME	STOCK NO. 606013
WEST BLOOMFIELD, MI [redacted]	YEAR/MAKE/MODEL 10/LINCOLN/MKS/4 DOOR AWD		DELIVERY DATE 04/05/10	DELIVERY MILAGE
	VEHICLE I.D. NO. 1 L N H L 9 F T 7 A G [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	KEY NO.	[redacted]	R.O. DATE 11/17/10	
HOME PHONE [redacted]	BUSINESS PHONE			MILEAGE OUT

TOTALS

[ ] CASH [ ] CHECK CK NO. ( )
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.&...	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!

CUSTOMER SIGNATURE

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

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"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

X

REPAIRS PROPERLY COMPLETED & CHECKED BY

X

PAGE 2 OF 2 CUSTOMER COPY [END OF INVOICE] 06:46pm

SERVICE INVOICE

* Performed on 11/17/10 @ 12,849 miles.

6F50/6F55 TRANSMISSION—SLIP/NEUTRAL OUT, 5TH GEAR START FROM STOP, ELECTRONIC PRNDL ERROR, BACKUP CAMERA IN D—BUILT 3/13/2009-6/30/2010

TSB 10-21-2

FORD:
2009-2011 Taurus, Edge, Flex

LINCOLN:
2009-2011 MKS, MKT, MKX

This article supersedes TSB **10-17-4** to update the vehicle model years and the production build date

ISSUE

Some 2009-2011 Edge, MKX, Taurus, Flex, MKS and 2010-2011 MKT vehicles built 3/13/2009-6/30/2010 and equipped with a 6F50 or 6F55 transmissions may intermittently exhibit slipping/neutral out, 5th gear start from stop, electronic PRNDL error, backup camera on in Drive or speed control dropping out intermittently, this may be due to high resistance in the transmission range (TR) sensor.

ACTION

Follow the Service Procedure to diagnose and correct the concern.

SERVICE PROCEDURE

Check the TR sensor circuit resistance.

1. With brakes applied, engine Off, key On and move the shifter into the low gear (L or M) position.
2. Turn key Off.
3. Disconnect Connector C168 from the transmission.
4. Measure the resistance between the transmission connector pins:
   - 8 and 4
   - 8 and 5
   - 8 and 6
   - 8 and 7
   a. The top row of the transmission's pins are numbered 1-10 from left to right. (Figure 1)

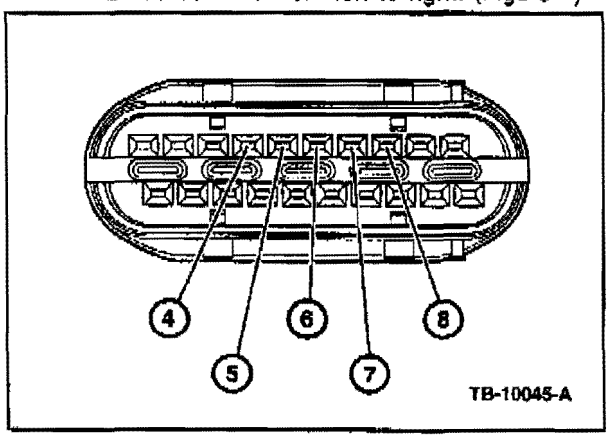

Figure 1 - Article 10-21-2

   b. If any of the four measurements are above 5 Ohms, proceed to Step 5
   c. If all measurements are within specification, this procedure does not apply, continue with normal diagnostics.
5. Replace the TR sensor. Refer to the Workshop Manual (WSM), Section 307-01. The last three steps of the WSM, Section 307-01 procedure are very important in order to prevent damage or unnecessary work.
   a. The WSM states to remove the retaining pin that holds the TR sensor in the transmission case. A small 6" (15 cm) rolling head pry bar is effective in removing the pin.

NOTE: The information in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford, Lincoln, or Mercury dealership to determine whether the Bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article.The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supercede this information with updates.The most recent information is available through Ford Motor Company's on-line technical resources.

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TSB 10-21-2 (Continued)

b. The WSM goes into detail on making sure that the park pawl actuator rod does not become disengaged from the park pawl and the abutment by keeping the end of the park pawl actuator rod behind the machined valve body mating surface of the transaxle case, while removing the park pawl actuator rod from the TR sensor and reinstalling it back into the TR sensor. If the park pawl actuator rod becomes disengaged from the park pawl and the abutment, transaxle removal and disassembly is required to reinstall the actuator rod. (Figure 2)

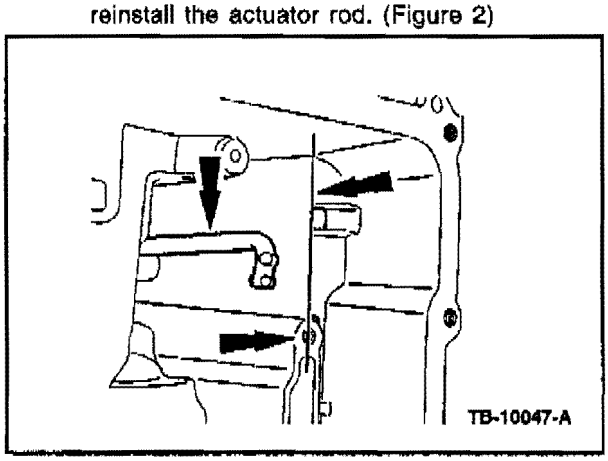


Figure 2 - Article 10-21-2

PART NUMBER	PART NAME
9E9Z-7H557-B	TR Sensor
7T4Z-7B210-A	Retaining Pin

WARRANTY STATUS: Eligible Under Provisions Of New Vehicle Limited Warranty Coverage And Emissions Warranty Coverage
IMPORTANT: Warranty coverage limits/policies are not altered by a TSB. Warranty coverage limits are determined by the identified causal part.

OPERATION	DESCRIPTION	TIME
102102A	2009-2011 Edge, Flex, MKX, MKS, Taurus and 2010-2011 MKT: Replace The TR Sensor Includes Time To Perform The Diagnosis In The Service Procedure	2.5 Hrs.

DEALER CODING

BASIC PART NO.	CONDITION CODE
7H557	42

Warranty Repair History

Server: **AWS Prod**
Claims loaded through: **31-DEC-2010**

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 03-JAN-11
Note: All Costs are in US Dollars Server Name: AWS Prod Claims loaded through

#1 lack of acceleration

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	OCC	CD
1LNHL9FT7AG[redacted]	LE	C/LE	L	C/FC	*	C/E	AD	C/CG	C/TA	16-10-09	05-04-10	345080	USA	4	7S02	*	14401	*	F04	S11	V52	D36	X2

AWS Claim Key: 956862 **Doc #:** 11776501 **Trx Code:** 2 **Labor Hrs:** 1.9 **Labor Cost:** 171.27 **Material Cost:** 0 **Total Cost:** 171.27

Dlr Cd-Sub Cd: 10940-* **Name:** STAR LINCOLN, INC. **Ph:** 248-3544900 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 27-JUL-10 **DIST(Mile):** 6483

Cust Comments: CUSTOMER STATES WHEN MOVING FROM A COMPLETE STOP, VEHICLE IS SLOW TO ACCELERATE AND HARSH TO ENGAGE

Tech Comments: TEST EEC, GO TO SEC DZ1 GO TO DZ7, DISCONNECT FRONT EGO SENSOR, CK. VOLTAGE HAS 12 VOLTS GO TO DZ8, R&R COWL PANELS TO ACCESS PCM CONNECTOR TO CK. RESISTANCE NONE GO TO DZ9 CHECK FOR SHORT IN HARNESS, NONE. GO TO DZ10 CK. RESISTANCE OF EGO SENSOR 60 OHMS GO TO DZ11, CK. EGO SENSOR FOR SHORT TO GROUND, OK NONE GO TO DZ29 DISCONNECT PCM CONNECTORS

N/A

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	OCC	CD
1LNHL9FT7AG[redacted]	LE	C/LE	L	C/FC	*	C/E	AD	C/CG	C/TA	16-10-09	05-04-10	345080	USA	4	6Y20	*	TAP2	*	F09	SXX	V99	A99	82

AWS Claim Key: 963336 **Doc #:** 11776502 **Trx Code:** TAP2 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 72

Dlr Cd-Sub Cd: 10940-* **Name:** STAR LINCOLN, INC. **Ph:** 248-3544900 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 27-JUL-10 **DIST(Mile):** 6483

Cust Comments: TAP RENTAL VEHICLE

Tech Comments: TAP RENTAL VEHICLE

N/A

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	OCC	CD
1LNHL9FT7AG[redacted]	LE	C/LE	L	C/FC	*	C/E	AD	C/CG	C/TA	16-10-09	05-04-10	345080	USA	5	6Y20	*	TAP2	*	F09	SXX	V99	A99	82

AWS Claim Key: 1087753 **Doc #:** 11825502 **Trx Code:** TAP2 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 360

Dlr Cd-Sub Cd: 10940-* **Name:** STAR LINCOLN, INC. **Ph:** 248-3544900 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 16-AUG-10 **DIST(Mile):** 7949

Cust Comments: TAP RENTAL VEHICLE

Tech Comments: TAP RENTAL VEHICLE

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	OCC	CD
1LNHL9FT7AG[redacted]	LE	C/LE	L	C/FC	*	C/E	AD	C/CG	C/TA	16-10-09	05-04-10	345080	USA	5	2G04	*	DIAG	*	F04	S11	V52	D21	82

AWS Claim Key: 1080885 **Doc #:** 11825501 **Trx Code:** 2 **Labor Hrs:** .7 **Labor Cost:** 63.1 **Material Cost:** 0 **Total Cost:** 63.1

Dlr Cd-Sub Cd: 10940-* **Name:** STAR LINCOLN, INC **Ph:** 248-3544900 **St:** MI **Ctry** USA **Reg Cd:** NA **Repr Date:** 16-AUG-10 **DIST(Mile):** 7949

From: TA:10.100.0.2:38676,3214351123 Page: 10/16 Date: 1/12/2011 8:41:56 AM

PE13-003 001504LCPV

#1 stalls

Cd:

Cust Comments: CUSTOMER STATES ENGINE STALLS, AT SLOW SPEEDS AND AT SPEEDS GREATER THAN 50MPH. NO PROBLEM STARTING BACKUP

Tech Comments: ROAD TEST FOR MANY DAYS TO VERIFY CONCERN MONITOR PIDS TP1 & TP2 & ETB ACTUAL & DESIRED WHILE ON IDS TEST DRIVE HAD CAR IDLE DROP BELOW SPECIFACATION COUPLE TIMES WITH ADVISOR DRIVING NEVER ABLE TO CAPURE DATA TRY TO RECREATE BUT NOT ABLE TO ALL THIS TIME TECH NOT ABLE TO VERIFY STALLING

#2 lack of acceleration

1LNHL9FT7AG[redacted] LE C/LE L C/FC * C/E AD C/CG C/TA 16-10-09 05-04-10 345080 USA 8 3A15 9E9Z 7H557 B F04 S11 V48 P66 42

AWS Claim Key: 1467448 **Doc #:** 12031501 **Trx Code:** S07 **Labor Hrs:** 2.5 **Labor Cost:** 225.35 **Material Cost:** 74.53 **Total Cost:** 299.88

Dlr Cd-Sub Cd: 10940-* **Name:** STAR LINCOLN, INC. **Ph:** 248-3544900 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 17-NOV-10 **DIST(Mile):** 12849

Cust Comments: CUSTOMER STATES LACK OF ACCERATION WHEN TRYING TO MERGE ONTO FREEWAY, REVERSE LIGHT HAS BEEN ON WHEN GOING FORWARD

Tech Comments: REVERSE LIGHTS ON IN DRIVE AT TIMES FOLLOWED TSB 10 17 4 CK. RESUSTABCE AFTER REMOVING CONNECTOR C168 AT TRANSMISSION SOLENOID BODY MAIN CONNECTOR WITH SHIFTER IN LOW GEAR FROM PIN 8 AND 4, PIN 8 AND 5, PIN 8 AND 7, ALL HAD LESS THAN 5 OHMS RESISTANCE PINS 8 AND 6 HAD 8 10 OHMS. REMOVED MAIN CONTROL AND COVER SOLENOID BODY ASSMEBLY AND INSTALL NEW

N/A

1LNHL9FT7AG[redacted] LE C/LE L C/FC * C/E AD C/CG C/TA 16-10-09 05-04-10 345080 USA 8 6Y20 * TAP2 * F09 SXX V99 A99 82

AWS Claim Key: 1467447 **Doc #:** 12031503 **Trx Code:** TAP2 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 105

Dlr Cd-Sub Cd: 10940-* **Name:** STAR LINCOLN, INC. **Ph:** 248-3544900 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 17-NOV-10 **DIST(Mile):** 12849

Cust Comments: TAP RENTAL VEHICLE

Tech Comments: TAP RENTAL VEHICLE

Any comments? You can contact

webmaster

* 2 repairs towards "lack of acceleration"

From: TA:10.100.0.2:38676,3214351123 Page: 11/16 Date: 1/12/2011 8:41:56 AM

PE13-003 001505LCPV

Jan 10 11 12:27p STAR LINC MERC 2483544059 p.1

(3 days) RO 120315

IN 05:32PM 11/19/10
OUT 08:29AM 11/17/10

24-HOUR DAY

ENTERPRISE LEASING COMPANY OF DETROIT, LLC
29310 TELEGRAPH RD 248-352-3560
SOUTHFIELD MI 48034-1341 2011
RENTAL TYPE D SOURCE F21910 - 065

RENTAL AGREEMENT
D527155
PAGE 1 OF 1

UNIT 1
UNIT # 7D0JCM
LIC# [redacted]3
MODEL GMAR
COLOR SILVER
IN 9294
OUT 9094
V# 2MEBM7FVXB[redacted]

RENTER
[redacted] [redacted]A
[redacted]
W BLOOMFIELD MI [redacted]
LOCAL:
(H) [redacted]

DR. LICENSE XXXXXXXX[redacted]
STATE MI EXPIRE 2/25/11
DOB [redacted] HT WT
EYES HAIR
S.S.#
EMPLOYER

BILL TO Y CUST # F21910
STAR LINCOLN MERCURY
ATTN: UNKNOWN**
24350 12 MILE RD.
SOUTHFIELD MI
248-354-4900 48037

ADDITIONAL DRIVER
NONE

SUMMARY OF CHARGES
DAY = 24 HOUR PERIOD
MILES
NO CHARGE

3 DAYS	@	32.98	98.95
VLF REC			1.95
MITAX		6.00	6.05
DR MISC			1.95-
TOTAL CHARGES			105.00

DEPOSITS
REFUND

BILL TO CUST F21910 105.00

CLAIM INFO
POL/CLAIM/PO#

RO 120315
INSURED

LOSS DATE
THEFT ACCIDENT

TYPE CAR

SHOP
PHONE
NAME

PERMISSION TO LEAVE STATE
YES X NO

STATES MI ONLY
CUSTOMER SIGNATURE ON FILE

PAYMENT INFORMATION
AMOUNT RD.BY TYPE DATE AUTH

CLOSED TICKET PAYMENT INFO
105.00 CHECK SALE 12/29/10

CLOSED TICKET PAYMENT INFO
CLOSED TICKET PAYMENT INFO

OPENED BY #725DX CHRISTOPHER J DAW
CLOSED BY #725DX CHRISTOPHER J DAW

(16 days) RO 118255

IN 05:17PM 9/17/10
OUT 02:28PM 9/02/10

ENTERPRISE LEASING COMPANY OF DETROIT, LLC
29310 TELEGRAPH RD 248-352-3560
SOUTHFIELD MI 48034-1341 2011
24-HOUR DAY RENTAL TYPE D SOURCE F21910 - 112

RENTAL AGREEMENT
D525525
PAGE 1 OF 1

UNIT 1
UNIT # 7DR6QH
LIC# [redacted]
MODEL TWNC
COLOR BLACK
IN 129
OUT 98
V# 2LNBL8CV7BX751070

RENTER
[redacted]
[redacted]
W. BLOOMFIELD MI [redacted]
LOCAL:
(H) [redacted]

SUMMARY OF CHARGES
DAY = 24 HOUR PERIOD
MILES
NO CHARGE

15 DAYS @ 32.98 494.73

UNIT 2
UNIT # 7C2R66
LIC# [redacted]
MODEL FOCU
COLOR GRAY MED
IN 31495
OUT 31295
V# 1FAHP3GN9AW[redacted]

DR. LICENSE XXXXXXXX[redacted]
STATE MI EXPIRE 2/25/11
DOB [redacted] HT WT
EYES HAIR
S.S.#
EMPLOYER

BILL TO Y CUST # F21910
STAR LINCOLN MERCURY
ATTN: DAMON**
24350 12 MILE RD.
SOUTHFIELD MI
248-354-4900 48037

VLF REC 9.75
MITAX 6.00 30.27

ADDITIONAL DRIVER
NONE

CLAIM INFO
POL/CLAIM/PO#

PERMISSION TO LEAVE STATE
YES NO X

RO 118255
INSURED
SHARMA* ALLEN*

CUSTOMER SIGNATURE ON FILE

TOTAL CHARGES 534.75

DEPOSITS
REFUND

PAYMENT INFORMATION
AMOUNT PD.BY TYPE DATE AUTH

LOSS DATE
THEFT ACCIDENT I

TYPE CAR

BILL TO CUST F21910 534.75

SHOP STAR LINCOLN
PHONE 248-354-4900
NAME

OPENED BY #725DX CHRISTOPHER J DAW
CLOSED BY #413GR

CLOSED TICKET PAYMENT INFO
CLOSED TICKET PAYMENT INFO

(10 days) RO 118255

IN 03:04PM 8/25/10
OUT 02:54PM 8/16/10
CALENDAR DAY

ENTERPRISE LEASING COMPANY OF DETROIT, LLC
29310 TELEGRAPH RD 248-352-3560
SOUTHFIELD MI 48034-1341 2011
RENTAL TYPE D SOURCE F21910 - 065

RENTAL AGREEMENT
D525123
PAGE 1 OF 1

UNIT 1
UNIT # 7C0CRQ
LIC# [redacted]
MODEL TWNC
COLOR BLACK
IN 18468
OUT 18060
V# 2LNBL8CV8AX6[redacted]

RENTER
[redacted]
WEST BLOOMFIELD MI [redacted]
LOCAL:
(H) 2[redacted]

SUMMARY OF CHARGES
DAY = CALENDAR DAY
MILES
NO CHARGE

10 DAYS	0	32.98	329.82

UNIT 2
UNIT # 7C4SWR
LIC# [redacted]
MODEL EXPL
COLOR RED DK
IN 22321
OUT 22190
V# 1FMEU7DE5AU[redacted]

DR. LICENSE XXXXXXXXX[redacted]
STATE MI EXPIRE 2/25/11
DOB [redacted] HT WT
EYES HAIR
S.S.#
EMPLOYER
SELF

BILL TO Y CUST # F21910
STAR LINCOLN MERCURY
ATTN: UNKNOWN**
24350 12 MILE RD.
SOUTHFIELD MI
248-354-4900 48037

VLF REC		6.50
MITAX	6.00	20.18

ADDITIONAL DRIVER
NONE

CLAIM INFO
POL/CLAIM/PO#

PERMISSION TO LEAVE STATE
YES X NO

RO 118255
INSURED

STATES MI ONLY
CUSTOMER SIGNATURE ON FILE

TOTAL CHARGES 356.50

DEPOSITS
REFUND

LOSS DATE
THEFT ACCIDENT

PAYMENT INFORMATION
AMOUNT PD.BY TYPE DATE AUTH

CLOSED TICKET PAYMENT INFO
356.50 CHECK SALE 9/30/10

TYPE CAR

BILL TO CUST F21910 356.50

SHOP
PHONE
NAME

OPENED BY #797FJ KYLE R WILDERN
CLOSED BY #5910V ABBY M HAGLAND

CLOSED TICKET PAYMENT INFO
CLOSED TICKET PAYMENT INFO

(2 days) RO 117765

IN 05:49PM 7/28/10
OUT 05:09PM 7/27/10
CALENDAR DAY

ENTERPRISE LEASING COMPANY OF DETROIT, LLC
29310 TELEGRAPH RD 248-352-3560
SOUTHFIELD MI 48034-1341 2011
RENTAL TYPE D SOURCE F21910 - 999

RENTAL AGREEMENT
D524620
PAGE 1 OF 1

UNIT 1
UNIT # 7C0CRQ
LIC# [redacted]
MODEL TWNC
COLOR BLACK
IN 17100
OUT 16928
V# 2LNBL8CVBAX[redacted]

RENTER
[redacted]
[redacted] [redacted] [redacted]
WEST BLOOMFIELD MI [redacted]-
LOCAL:
(H) [redacted]

DR. LICENSE XXXXXXXX[redacted]
STATE MI EXPIRE 2/25/11
DOB [redacted] HT WT
EYES HAIR
S.S.#
EMPLOYER
ZUHIER

BILL TO Y CUST # F21910
STAR LINCOLN MERCURY
ATTN: UNKNOWN**
24350 12 MILE RD.
SOUTHFIELD MI
248-354-4900 48037

SUMMARY OF CHARGES
DAY = CALENDAR DAY
MILES
NO CHARGE

2 DAYS	@	33.01	66.04

VLF REC		1.30
MITAX	6.00	4.04

ADDITIONAL DRIVER
NO OTHER DRIVER PERMITTED

CLAIM INFO
POL/CLAIM/PO#

RO 117765
INSURED

LOSS DATE
THEFT ACCIDENT

TYPE CAR

SHOP
PHONE
NAME

PERMISSION TO LEAVE STATE
YES X NO

STATES MI ONLY
CUSTOMER SIGNATURE ON FILE

PAYMENT INFORMATION
AMOUNT PD.BY TYPE DATE AUTH

CLOSED TICKET PAYMENT INFO
71.38 CHECK SALE 9/30/10

CLOSED TICKET PAYMENT INFO
CLOSED TICKET PAYMENT INFO

TOTAL CHARGES 71.38
DEPOSITS
REFUND

BILL TO CUST F21910 71.38

OPENED BY #305JG JOSEPH M MARINO
CLOSED BY #797FJ KYLE R WILDERN

DRP BBB AUTO LINE

FSE VEHICLE INSPECTION REPORT

Date of Inspection: 11/17/2010 **Inspection by: Scott Murray**

Inspection Prior BBB AUTO LINE application: Y or N Inspection Post BBB application: Y or N

Customer Name: [redacted]

CuDL/BBB Case # 1360492880

VIN # 1LNHL9FT7AG[redacted]

Vehicle Year/Model: 2010 Mks

Current Mileage: 12849

Dealership: Star Lincoln Mercury Inc

City & State: Southfield MI

1. Customer's Concerns: (List all on customer's application)

Customer states he presses on the throttle on an onramp and there is no throttle response. Customer states there is a bump when the car takes off. The customer also stated his friend was following him one day and noticed the reverse lights were on when the car was not in reverse.
Customer also stated the parking aid system will sound when there is nothing in front of the vehicle.

2. Inspection/Test Performed/Results: (List all customer concern's separately)

Checked the vehicle for codes and there were none. Checked ETC freeze frame data which did not show any fault. Performed TSB 10-21-2 which has you check the resistance readings through the transmission range sensor. The readings were not consistant. Had the dealer replace the transmission range sensor for the acceleration issue.
Test drove the vehicle for the front parking system sounding when there was nothing in front of the vehicle. Did not verify any issues while montitoring the sensors. The dealer was to drive the vehicle while monitoring the sensors after the transission sensor replacement.

3. Repairs Performed: (Per concern)

The dealer replaced the transmission range sensor for the hesitation, lack of accelerator pedal response.

4. Conclusion:

FSE spoke directly with the customer. The transmission range sensor should repair the customers concern.

Name: Scott Murray

Title: Fse

Region: G2

BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: Mr [redacted]

Case Number: FRD1031694

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

All of our arbitrators are volunteers; however, some receive a nominal honorarium. They are all committed to making a fair decision based on the facts of your case. At the beginning of the hearing the arbitrator will sign an oath stating that he or she has no financial, social, professional, or family relationship with either party.

Arbitrator Information

Arbitrator's Name: Adrienne Watts

Arbitrator's Occupation:
General Law Practice, adjunct instructor

Arbitrator's Biography:
Ms. Adrienne Watts has practised civil litigation with the city of Detroit Law Department. She has been a legal advisor to the Detroit Police Department. Ms Watts is a certified mediator through the Resolution Center in Mt. Clemens, MI. She has been a legal instructor for the Detroit Police Acadmey and an adjunct instructor at Wayne County Community College teaching Business Law and Constitutional Rights of Prisoners. She is currently in private practice.

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

Inspection Report

Customer: [redacted] **Case #:** FRD1031694

Manufacturer: Ford Motor Company

Arbitrator's Name: _____ Date of Inspection: ___/___/___

Location of Inspection: _____

Vehicle Information: Make: _____ Model: _____

Year: _____ Mileage: _____ VIN: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Parties Present at Inspection: [ ] Technical Adviser [ ] Arbitrator [ ] Customer [ ] Manufacturer

Conditions or Components Inspected:

_____

_____

Was a test drive conducted? [ ] Yes [ ] No How long was the test drive? _____ Minutes

Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):

_____

_____

Exterior

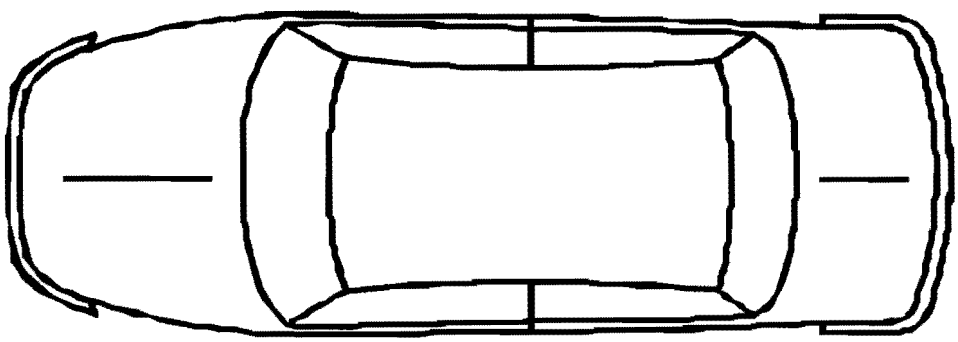
Overall condition of the vehicle's exterior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

_____

_____

Please indicate damage below:



Interior

Overall condition of the vehicle's interior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

_____

_____

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BBB AUTO LINE

January 5, 2011

TERESA PONTILLO
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1031694[redacted] vs Lincoln 1LNHL9FT7AG[redacted]

Dear Madam/Sir:

Enclosed are:

* *Notice of Inspection*
* Arbitrator Listing Sheet(s)
* Map to the hearing site

The *Notice of Inspection* lists the date, time and location of the vehicle inspection. **Per Rule 9, if the customer fails to appear for the scheduled inspection, the case will be closed and a decision will not be rendered.**

We reserve the right to determine the final date and time of the inspection.

If you have any questions, please contact me at 800.334.2406. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.
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BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: Mr [redacted]

Case Number: FRD1031694

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Arbitrator Information

Arbitrator's Name: Adrienne Watts

Arbitrator's Occupation:
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Arbitrator's Biography:
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BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: Mr [redacted]

Case Number: FRD1031694

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BBB AUTO LINE

NOTICE OF INSPECTION ONLY

Date: 01/05/11

Case Number: FRD1031694
Customer: [redacted],

Manufacturer: Ford Motor Company
Mfr Info: 6701 MI 1LNHL9FT7AG[redacted]

Arbitrators: Ms. Adrienne C. Watts

Inspection Date, Time, Place: 01/14/11 10am EST
BBB of Detroit & Eastern Michigan
26777 Central Park Blvd.
Southfield, MI480764163

Hearing Site Phone: (248) 799-0300

AUTOLINE Director Phone: (248) 356-5178 Fax : (248) 356-5156

INSTRUCTIONS

1. Notify your Dispute Resolution Specialist at once if you cannot make the vehicle available for the inspection. We reserve the right to make the final determination as to the date and time of the inspection.
2. Current vehicle registration and insurance is required for all test-drives.
3. If the vehicle is inoperable, please contact your Dispute Resolution Case Specialist immediately.
4. Refer to *How BBB AUTO LINE Works* for more detailed information on the inspection process.

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Location of Better Business Bureau

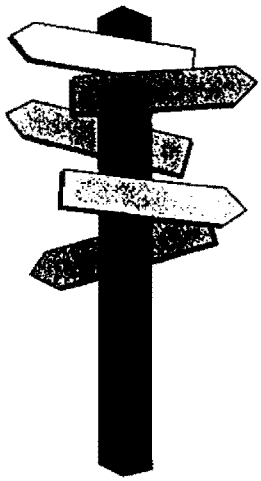
Better Business Bureau

Name of building (if any)

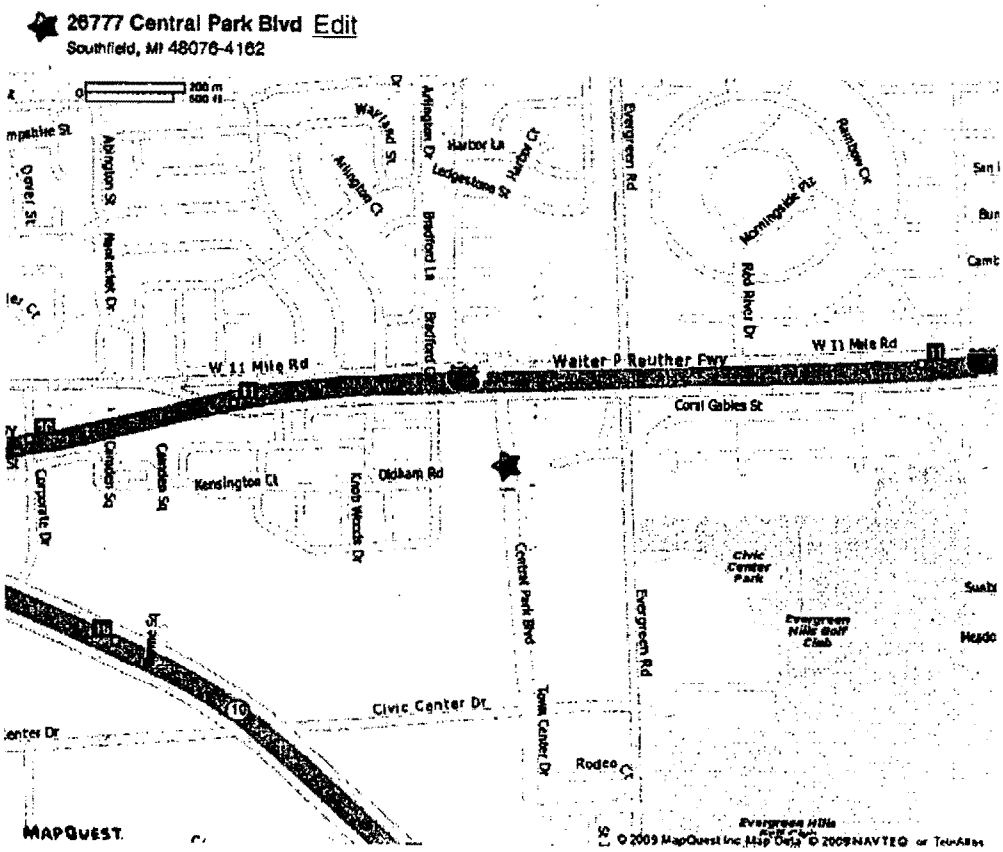
26777 Central Park Dr, Ste 100, Southfield MI 48076

Bureau Address and City

Bureau Phone Number (Emergencies Only)



DIRECTIONS



BBB AUTO LINE
Customer Claim Form

Case number: FRD1031694
Contact Date: 12/16/10
Start Date: 12/17/10

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: Mr [redacted] C/O Katherine Pittel

Mailing address: [redacted]

City: Garden City State: MI Zip code: [redacted]

Day phone: [redacted] Evening phone: Cell phone:

Fax: [redacted] E-mail address:

SECTION 2: VEHICLE INFORMATION

Make: Lincoln Model: MKS Year: 2010 Current mileage: 12621

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: same, , MI

Primary Servicing dealer/city/state: STAR LINCOLN-MERCURY INC,

Acquired as ☐ new ☐ used ☐ demo ☒ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 04/05/10 Mileage at purchase/lease:

First repair attempt date: 07/27/10 First repair attempt mileage: 6483

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

I want a refund under the Michigan Lemon Law.

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER 1LNHL9FT7AG[redacted]

Lienholder/Leasing Company _____ **Phone Number** _____

Account Number _____

CCF

Case Number: FRD1031694

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example:				
A/C won't cool properly	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day**	**yes**
Car chugging		4		yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE

December 17, 2010

TERESA PONTILLO
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1031694[redacted] vs Lincoln 1LNHL9FT7AG[redacted]

Dear Madam/Sir:

The above named customer has requested a written arbitration hearing and a claim has been opened.

Enclosed please find the following information:

* *Customer Claim Form* (CCF)
* Any documentation submitted by the attorney
* *Agreement to Arbitrate* (except in California);
* *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

As the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

* How many times has the vehicle been subject to repair for each problem alleged and how many days has the vehicle been out of service because of these repairs?
* Do the alleged problems currently exist? What arguments and facts support your conclusion?
* What is the cause of each alleged problem? What arguments and facts support your conclusion?
* Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?
* Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
* What relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction and any overallowance/negative equity/rebate amounts that should be taken if a repurchase/replacement is awarded.

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Your written position must include all supporting documents (i.e., repair orders, technical service bulletins, purchase contract or lease agreement) that you wish the arbitrator to consider.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, the BBB will provide you with three days advance notice of the inspection date.

If you have any questions, please contact me at 800.334.2406. Please fax your position to 703.247.9700.

Please call me if you have any questions. Thank you for your cooperation in this matter.

Sincerely,

Donna Patterson at Extension 506

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

December 17, 2010
Re:W-C2 FRD1031694: [redacted] vs Lincoln 1LNHL9FT7AG[redacted]

CONSUMER LEGAL SERVICES (MI)
30928 FORD ROAD
GARDEN CITY MI 48310

Dear Katherine Pittel:

We have received your request for a written arbitration hearing on behalf of the individual named above.

Enclosed please find the following information:

* *Program Summary* – This document explains the types of claims that may be arbitrated in the BBB AUTO LINE program and the remedies available.
* *Agreement to Arbitrate* - The purpose of the *Agreement to Arbitrate* is to outline the positions of both parties to the dispute. The *Agreement* is not intended to explain your full position. Please read the *Agreement* carefully to make sure it accurately reflects YOUR position. If you have any questions about YOUR position, please call us immediately.
* *Customer Claim Form* (CCF) – Information we have on file regarding your complaint is recorded on the *CCF*. Please verify the accuracy of the information and return the *CCF* to us with any necessary corrections or additions.
* *How BBB AUTO LINE Works* – This booklet explains the BBB AUTO LINE program, and contains the rules that will be followed in arbitration.
* *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

The information you submitted meets the minimum requirements to enable us to begin processing the claim. However, because the arbitrator will not have the benefit of oral testimony, it is critical that you submit a complete written position, including all arguments and documents that support the decision you would like the arbitrator to make.

Your written position should address all relevant issues, including answers to the following questions:

* How many times has the vehicle been subject to repair for each problem you are alleging, and how many days has the vehicle been out of service because of these repairs?
* Do the alleged problems currently exist? What arguments and facts support your conclusion?
* What is the cause of each alleged problem? What arguments and facts support your conclusion?
* Do the alleged problems substantially impair the use, value or safety of the vehicle? What arguments and facts support your conclusion?

* Is the vehicle eligible for relief under the state lemon law? What arguments and facts support your conclusion?
* What is the type and amount of relief that should be awarded? What arguments and facts support your conclusion? Please be sure to include the purchase/lease price of the vehicle, the amount of any reasonable use deduction that should be taken if a repurchase/replacement is awarded, and a specific description of any other remedies that you seek.

Your written position must include all supporting documents that you wish the arbitrator to consider. Please send us a *clear* copy of the following documents that were not included with your initial submission or were not legible when our office received them:

_____ No further documentation is required at this time
_____ Repair orders relating to the complaints(s)
_____ The vehicle's current registration
_____ The purchase contract or lease agreement
_____ Other: _____

If the arbitrator decides a repurchase or replacement is the appropriate remedy, the arbitrator will need accurate information about the vehicle's purchase price as well as any collateral costs, incidental charges and other expenses that your client seeks. Please submit an itemization of those fees, along with supporting information/documentation, so we may include these amounts in the *Agreement to Arbitrate* to permit the arbitrator to appropriately evaluate your client's request for relief.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. If we have not received the requested information from you, the correspondence and documents you have provided us thus far will serve as your written position. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, we will provide you with three days advance notice of the inspection date.

You may either mail your position to our office at 4200 Wilson Blvd., Suite 800, Arlington, Virginia 22203 or fax it to 703.247.9700. If you have any questions, please contact me at 800.955.5100.

Sincerely,

Donna Patterson at Extension 506

BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 12/17/2010 Case Number: FRD1031694
Customer: [redacted]
Business: Ford Motor Company
Mfr-Info: 6701 MI 1LNHL9FT7AG[redacted]

The decision of the arbitrator(s) will be in accordance with the BBB AUTO LINE arbitration Rules and the applicable manufacturer's Program Summary. All remedies will fall within the confines of the applicable manufacturer's Program Summary unless additional remedies are noted below.

Model : MKS
Year : 2010

All parties named above submit to arbitration the following:

* Car chugging

The parties have come to agreement on the following:

Each party requests the arbitrator(s) render the following decision:

Consumer : Repurchase
Manufacturer : Denial

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following:

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
CHRISTOPHER A. WINKLER
KATHERINE M. PITTEL
TRAVIS L. SHACKELFORD
CARL SCHWARTZ

CONSUMER LEGAL SERVICES, P.C.

ATTORNEYS AND COUNSELORS

www.LemonAuto.com

30928 FORD ROAD
GARDEN CITY, MI 48135
(734) 261-4700
FAX (734) 261-4737

OF COUNSEL
JOSEPH P. GARIN

FACSIMILE TRANSMISSION SHEET

Please deliver the following to:

Name	Company	Fax Number
Andrew Ramirez	BBB	(703) 247-9700

WRTGC
FRD1031694

DATE: December 15, 2010

FROM: Katherine Pittel at Consumer Legal Services, P.C.

RE: [redacted]

Number of Pages (including the cover sheet): 17

Comments: Please see the attached documents relative to the above matter.

This fax was transmitted on December 15, 2010 by Amanda

THIS COMMUNICATION CONTAINS CONFIDENTIAL INFORMATION WHICH IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. IT MAY ALSO CONTAIN (AND IF LABELED "PRIVILEGED AND CONFIDENTIAL" DOES CONTAIN) INFORMATION THAT IS PROTECTED BY ATTORNEY-CLIENT PRIVILEGE OR THE WORK PRODUCT DOCTRINE. COPYING OR DISTRIBUTION OF THIS COMMUNICATION BY PERSONS OTHER THAN THE ADDRESSEE IS PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS BY UNITED STATES MAIL.

921 28TH STREET S.E.
GRAND RAPIDS, MI 49508
(616) 452-2000
FAX (616) 452-3021

4680 W. HOUGHTON LAKE DR.
HOUGHTON LAKE, MI 48629
(989) 366-1006
FAX (989) 366-4005

G-6044 S. SAGINAW ST.
GRAND BLANC, MI 48439
(810) 603-2676
FAX (810) 603-2677

BBB AUTO LINE
Customer Claim Form

Case number: FRD1026667-1R
Contact Date: 12/02/10
Start Date: 12/02/10

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]

Mailing address: [redacted]

City: West Bloomfield State: MI Zip code: [redacted]

Day [redacted] Evening phone: Cell phone:

Fax: E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Lincoln Model: MKS Year: 2010 Current mileage: 12621

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: Star Lincoln-Mercury Inc, Southfield, MI

Primary Servicing dealer/city/state: STAR LINCOLN-MERCURY INC,

Acquired as ☐ new ☐ used ☐ demo ☒ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 04/05/10 Mileage at purchase/lease:

First repair attempt date: 07/27/10 First repair attempt mileage: 6483

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

I want a refund under the Michigan Lemon Law.

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER 1LNHL9FT7AG[redacted]

Lienholder/Leasing Company _____ **Phone Number** _____

Account Number _____

CCF

Case Number: FRD1026667-

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Car chugging / stalling / hesitating / slow to accelerate / harsh engagement / reverse lights on when going forward / sensors go off	STAR LINCOLN MERCURY	4	7/27/10 6483 miles 11 days 8/26/10 7,949 miles 10 days	yes yes
			9/24/10 7,949 miles 16 days 11/17/10 12,849 miles 3 days	yes yes

Total days out of service for all problems: 40

Signature of Titled Owner(s) [redacted] Date 12/15/10

Printed Name of Titled Owner(s) [redacted]

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

STATE OF MICHIGAN

APPLICATION FOR MICHIGAN TITLE & REGISTRATION
STATEMENT OF VEHICLE SALE

DEPARTMENT OF STATE

DEAL # 37538

Purchase Date 04/05/2010 Invoice/Stock No.

Delivery Date 04/05/2010 Invoice/Stock No. 506013

Dealer STAR LINCOLN-MERCURY, Inc.

Address 24350 Twelve Mile Road P.O. Box 2142

City SOUTHFIELD

County	State	Zip Code
OAKLAND	MICHIGAN	48084

Dealer License	Sales Tax License	Phone Number
A-000288	[redacted]	(248) 354-4900

Vehicle Sold XX New ☐ Used ☐ Demo Trade-In ☐ Yes XX No

Trade-In Year	Make	Vehicle No.

TEMPORARY VEHICLE REGISTRATION
USED TO TRANSFER PLATES
Expires 15 days after delivery date

Plate transferred from: Year	Make	
Vehicle New	Plate No.	Temp. Expiration Date

VEHICLE USE AND HISTORY DISCLOSURE:

☐ POLICE VEHICLE ☐ VEHICLE HAS BEEN FLOOD-DAMAGED
☐ GOVERNMENT VEHICLE ☐ SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED
☐ TAXI ☐

ODOMETER MILEAGE

The following section must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title and/or mileage statement.

280 NO TENTHS

XX actual mileage ☐ not actual mileage ☐ exceeds mechanical limits of odometer

I have selected and agree to pay the OPTIONAL $24 CVR electronic filing fee — Customer Initials

Factory Installed Accessories ☐ Factory List Affixed to Vehicle

Dealer Installed Accessories When Optional to Purchaser

REMARKS:

[redacted]

Temporary Registration No. _____ Temporary Fee Charged ☐ Yes ☐ No

Salesperson JIMMY G

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

"I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE."

Alice Bono — Dealer's Signature _____ Title

Expires on Month	Day	Year	Months	☐ NEW PLATE ☐ RENEWAL ☐ TRANSFER
2	25	2011		

Year	Make	Body Style	Code	County
2010	LINCOLN	4 DOOR AWD	1	63

Vehicle No.	Fee Category/Weight	License Fee
1LNHL9FT7A[redacted]	47	231.00

Dr[redacted]
1)
2)

County of Residence: OAKLAND

Title 15.00 — Title Late Fee N/A

Complete Names and Addresses of All Owners or Lessors
[redacted]
ATLANTA GA [redacted]

Tax N/A — Reg. Transfer Fee N/A

Complete Names and Addresses of All Owners or Lessees
[redacted]
WEST BLOOMFIELD MI [redacted]

Total - Transfer to #4 245.00

Full Rights to Survivor ☐ Yes ☐ No

Insurance Company Citizens [redacted]

First Secured Interest HTD LEASING LLC — Filing Date 04/05/2010

Address P.O. BOX 105704

City-State Zip ATLANTA GA 30348-5704

1. PURCHASE PRICE OF VEHICLE (Including Freight & Accessories)		48589.16
2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Temp. Reg. Fee, Etc.)		678.00
2. A. OPTIONAL $24 ELECTRONIC FILING FEE		24.00
3. TOTAL TAXABLE PRICE		49283.16
4. (Above total) SALES TAX - LICENSE - TITLE		245.00
5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)		N/A
6. TOTAL DELIVERED PRICE		49529.16
7. CASH ON DEPOSIT		N/A
8. CASH DUE ON DELIVERY		3474.90
9. TRADE-IN	$ N/A	
10. LESS LIEN	$ N/A	N/A
11. TOTAL DOWN PAYMENT		3474.90
12. UNPAID BALANCE TO BE FINANCED		46054.26
13. INSURANCE SURCHARGE*		N/A
14. TOTAL AMOUNT OF FINANCE CONTRACT		N/A

* TYPE OF INSURANCE
WARNING: This insurance is not PL/PD No Fault insurance required by Michigan law.
☐ CREDIT LIFE ☐ HEALTH & ACCIDENT
☐ GAP INSURANCE ☐

PURCHASER WARNING: DO NOT SIGN BLANK FORM

I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for a registr[redacted]nse is not suspended, revoked, or denied, as a repeat offender and I am eligible to purchase or register the vehicle. I further certify that if a tax exemption is shown o[redacted]

04/05/10 Date — 04/05/10 Date

Date X — Date X

Date X Purchaser's/Lessor's Signature(s) — Date X Lessee's Signature(s)

PURCHASERS NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 30 DAYS, CONTACT A SECRETARY OF STATE OFFICE OR CALL (517) 322-1460

MICHIGAN
MOTOR VEHICLE LEASE AGREEMENT

DATE 04/05/2010

1-800-727-7000

Ford Credit

www.fordcredit.com

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)

[redacted]
WEST BLOOMFIELD MI [redacted]
OAKLAND [redacted]

LESSOR (Name and Address)

STAR LINCOLN- MERCURY, INC.
24350 W. 12 MILE RD.
SOUTHFIELD MI 48034

"Finance Company" is FORD MOTOR CREDIT COMPANY. The "Holder" is [redacted] and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

If Your payment schedule is shown in item 2(a), You entered into a "Monthly Payment Lease."
If Your payment schedule is shown in item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	280	2010 LINCOLN MKS	1LNHL9FT7A[redacted]	PERSONAL

1. Amount Due At Lease Signing or Delivery (Itemized Below) *

$ 4550.00

2. Payments

(a) Monthly Payments

Your first monthly payment of $ 515.67 is due on 04/05/10, followed by 23 payments of $ 515.67 due on the 5th day of each month. The total of Your monthly payments is $ 12376.08.

(b) Advance Payment

Your Payment of $ N/A is due on N/A. The total of Your payment is $ N/A.

3. Other Charges (not part of Your monthly payment)

Disposition fee (if You do not purchase the Vehicle) $ N/A

N/A N/A

Total $ N/A

4. Total of Payments (The amount You will have paid by the end of the lease)

$ 16410.41

Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	$ 3474.90
b. First monthly payment	515.67
c. Advance payment	N/A
d. Refundable security deposit	N/A
e. Title fees	15.00
f. Registration fees	231.00
g. Acquisition fee	N/A
h. TAX ON CAP RED/UPFRONT TAXES	214.43
i. N/A	N/A
j. DOC FEE	75.00
k. N/A	N/A
l. ELEC FILING FEE	24.00
m. N/A	N/A
Total	$ 4550.00

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	$ N/A
b. Rebates and noncash credits	1550.00
c. Amount to be paid in cash	3000.00
d.	N/A
Total	$ 4550.00

7. Your payment is determined as shown below:

a. **Gross capitalized cost.** The agreed upon value of the Vehicle ($ 48589.16) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (itemized below - Item 19) **	$ 49184.15
b. **Capitalized cost reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	− 3474.90
c. **Adjusted capitalized cost.** The amount used in calculating Your base payment	= 45709.25
d. **Residual value.** The value of the Vehicle at the end of the lease used in calculating Your base payment	− 34432.00
e. **Depreciation and any amortized amounts.** The amounts charged for the Vehicle's decline in value through normal use and	− 11277.25

or distributor of the Vehicle.

N/A

N/A

13. OFFICIAL FEES AND TAXES $ 1284.99

The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a **maximum deductible** amount of $1,000; and (b) collision and upset insurance with a **maximum deductible** of $1,000; and (c) automobile liability insurance with **minimum limits** for bodily injury or death of $ 20000.00 for any one person and $ 40000.00 for any one accident, and $ 10000.00 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See item 24 on back)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

a. Credit Life Insurance $ N/A (Initial Coverage) $ N/A (Premium) N/A (Insured(s))

N/A (Insurance Company)

Lessee: X Co-Lessee: X

b. Credit Disability Insurance $ N/A (Monthly Coverage) $ N/A (Premium) N/A (Insured(s))

N/A (Insurance Company)

Lessee: X Co-Lessee: X

15. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or $50.00 whichever is less.

17. LESSOR SERVICES N/A

(See item 22 on back) N/A

18. VEHICLE LOSS EARLY TERMINATION PAYOFF BALANCE AND INSURED CASH VALUE The early termination payoff balance (as determined by Finance Company under items 29 and 35) may be different from the actual cash value of the Vehicle as determined by the insurer of the Vehicle.

YOUR LIABILITY UPON LOSS OR DESTRUCTION OF VEHICLE Unless You are eligible for the Gap Waiver (item 35), if the early termination payoff balance is greater than the actual cash value of the Vehicle, You must pay the difference to Finance Company (as provided in item 35).

Lessee: X [redacted] Co-Lessee: X

19. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
$ 48589.16	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ 595.00	+ $ N/A
N/A	N/A	N/A	N/A	N/A	N/A	**Total Gross Capitalized Cost**
+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	= $ 49184.16

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this [redacted] Company.

[redacted] By: X Title:

Co-Lessee [redacted] By: X 12/15/10 Title:

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: **(1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in copy of this lease. You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.**

[redacted] By: X Title:

Co-Lessee: By: X Title:

Lessor and Lessee are hereby notified that Holder has assigned to QI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.

Lessor accepts this lease and assigns it to Holder under the terms of the lease ~~plan agreement~~ between Lessor and Holder.

Lessor: STAR LINCOLN MERCURY, INC. By: X Title:

FC 19021-P SEPT 06
FC 19021-APP
Previous editions may NOT be used.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - LESSOR PLY 4 - CO-LESSEE/GUARANTOR

MICHIGAN REGISTRATION

Secretary of State

Plate: [redacted] Expires: 02/25/2011 PENINSULA
ORIGINAL REGISTRATION
2010 LINCOLN 4 DOOR
Vehicle No.: 1LNHL9FT7AG[redacted] Fee Cat. or Wt.: 000047
B 650 031 261 146 County: OAKLAND

[redacted]

WEST BLOOMFIELD MI [redacted]

[redacted]

License Fee: [redacted]

04062010 AB Y096 603 0622 246.00 TR-IL

09/17/2010 HISTORY LISTING 3030
13:38:37 PAGE 1

CUSTOMER NAME : [redacted] SERIAL NO. : 1LNHL9FT7AG[redacted]

R.O NO. : 118255 R.O DATE : 08/16/2010 R.O TYPE : S
MILEAGE : 7949 ADVISOR NO. : 24502

JOB NUMBER : 1 OPERATION 09LIZ01 OP. DESC. ENGINE CONCERN
SALE TYPE : W TECHNICIAN NO(S). 679
COMPLAINT : CUSTOMER STATES ENGINE STALLS, AT SLOW SPEEDS AND AT SPEEDS GREATER THAN 50MPH. NO PROBLEM STARTING BACKUP
CORRECTION : ROAD TEST FOR MANY DAYS TO VERIFY CONCERN MONITOR PIDS TP1 & TP2 & ETB ACTUAL & DESIRED WHILE ON IDS TEST DRIVE HAD CAR IDLE DROP BELOW SPECIFACATION COUPLE TIMES WITH ADVISOR DRIVING NEVER ABLE TO CAPURE DATA TRY TO RECREATE BUT NOT ABLE TO ALL THIS TIME TECH NOT ABLE TO VERIFY STALLING

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
118255-01 12650D81 118255-01 12650D

JOB NUMBER : 2 OPERATION 70LIZ03 OP. DESC. RENTAL TAP
SALE TYPE : W TECHNICIAN NO(S). 679

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
118255-02

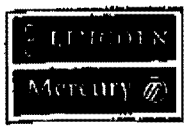
R.O NO. : 117765 R.O DATE : 07/27/2010 R.O TYPE : S
MILEAGE : 6483 ADVISOR NO. : 24502

JOB NUMBER : 1 OPERATION 10LIZ OP. DESC. DRIVEABILITY
SALE TYPE : W TECHNICIAN NO(S). 679
COMPLAINT : CUSTOMER STATES WHEN MOVING FROM A COMPLETE STOP, VEHICLE IS SLOW TO ACCELERATE AND HARSH TO ENGAGE
CORRECTION : TEST EEC, GO TO SEC DZ1 GO TO DZ7, DISCONNECT FRONT EGO SENSOR, CK. VOLTAGE HAS 12 VOLTS GO TO DZ8, R&R COWL PANELS TO ACCESS PCM CONNECTOR TO CK. RESISTANCE NONE GO TO DZ9 CHECK FOR SHORT IN HARNESS, NONE. GO TO DZ10 CK. RESISTANCE OF EGO SENSOR 60 OHMS GO TO DZ11, CK. EGO SENSOR FOR SHORT TO GROUND, OK NONE GO TO DZ29 DISCONNECT PCM CONNECTORS INSPECT NEC PINS REPAIR CONNECTION AT PCM CONNECTOR. RETEST & ROAD TEST OK NOW

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
117765-01 MT14401 117765-01 14200A
117765-01 14200A45 117765-01 02344AT
117765-01 12650DX1 117765-01 12650D

JOB NUMBER : 2 OPERATION 70LIZ03 OP. DESC. RENTAL TAP
SALE TYPE : W TECHNICIAN NO(S). 679

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.



STAR LINCOLN-MERCURY, Inc.
24350 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4900

FACILITY REGISTRATION NUMBER F-101393

CUSTOMER NO	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO.
24433	PATRICK BRADWELL 24502	5832	08/06/10	LICS117765
[redacted]	LABOR RATE 75.00 / LICENSE NO. [redacted]	MILEAGE 6,483	COLOR CINNAMON ME	STOCK NO 606013
WEST BLOOMFIELD, MI [redacted]	YEAR-MAKE-MODEL 10/LINCOLN/MKS/4 DOOR AWD		DELIVERY DATE 04/05/10	DELIVERY MILES
	VEHICLE I.D. NO 1 L N H L 9 F T 7 A G [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.L. NO	P.O. NO	R. O. DATE 07/27/10	
[redacted]	BUSINESS TELEPHONE			MILEAGE OUT

JOB# 1 CHARGES

LABOR

J# 1 10L1Z DRIVEABILITY HOURS: 1.90 TECH(S):679 WARRANTY

CUSTOMER STATES WHEN MOVING FROM A COMPLETE STOP, VEHICLE IS SLOW TO ACCELERATE AND HARSH TO ENGAGE
TEST EEC. GO TO SEC DZ1 GO TO DZ7. DISCONNECT FRONT EGO SENSOR, CK. VOLTAGE HAS 12 VOLTS GO TO DZ8. R&R COWL PANELS TO ACCESS PCM CONNECTOR TO CK. RESISTANCE NONE GO TO DZ9 CHECK FOR SHORT IN HARNESS. NONE. GO TO DZ10 CK. RESISTANCE OF EGO SENSOR 60 OHMS GO TO DZ11. CK. EGO SENSOR FOR SHORT TO GROUND. OK NONE GO TO DZ29 DISCONNECT PCM CONNECTORS INSPECT NEC PINS REPAIR CONNECTION AT PCM CONNECTOR.
RETEST & ROAD TEST OK NOW

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2+70L1Z03 RENTAL TAP HOURS: TECH(S):679 WARRANTY

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

TECHNICIAN CERTIFICATION
679 CHUCK GOBART M-110859

TOTALS

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

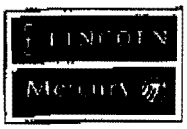
CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 02:52pm

SERVICE INVOICE

The Reynolds and Reynolds Company



STAR LINCOLN-MERCURY, Inc.
24350 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4900

FACILITY REGISTRATION NUMBER F-101393

CUSTOMER NO. 24433	ADVISOR PATRICK BRADWELL 24502	JOB NO. 3707	INVOICE DATE 09/14/10	INVOICE NO. LICS118255
[redacted]	LABOR RATE 75.00 / LICENSE NO. [redacted]	MILEAGE 7,949	COLOR CINNAMON ME	STOCK NO. 606013
WEST BLOOMFIELD, MI [redacted]	YEAR / MAKE / MODEL 10/LINCOLN/MKS/4 DOOR AWD		DELIVERY DATE 04/05/10	DELIVERY MILES
	VEHICLE I.D. NO. 1 L N H L 9 F T 7 A G [redacted]		BILLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 08/16/10	
[redacted]	TURNING ON PHONE			MILEAGE OUT

JOB# 1 CHARGES

LABOR
J# 1 09LIZ01 ENGINE CONCERN HOURS: 0.70 TECH(S):679 WARRANTY
CUSTOMER STATES ENGINE STALLS, AT SLOW SPEEDS AND AT SPEEDS
GREATER THAN 50MPH, NO PROBLEM STARTING BACKUP
ROAD TEST FOR MANY DAYS TO VERIFY CONCERN
MONITOR PIDS TP1 & TP2 & ETB ACTUAL & DESIRED
WHILE ON IDS TEST DRIVE HAD CAR IDLE DROP BELOW
SPECIFACATION COUPLE TIMES WITH ADVISOR DRIVING
NEVER ABLE TO CAPURE DATA TRY TO RECREATE BUT
NOT ABLE TO ALL THIS TIME TECH NOT ABLE TO VERIFY STALLING

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2+70LIZ03 RENTAL TAP HOURS: TECH(S):679 WARRANTY

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

TECHNICIAN CERTIFICATION
679 CHUCK GOBART M-110859

TOTALS

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

LIMITED WARRANTY

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

The Reynolds and Reynolds Company ERA-NUMARK OCR1450 D 2001Q

SERVICE INVOICE

LINCOLN-MERCURY, Inc.
24350 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4900

FACILITY REGISTRATION NUMBER F-101393

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
24433	PATRICK BRADWELL 24502	4304	11/19/10	LICS120315

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
75.00	[redacted]	12,849	CINNAMON ME	606013

[redacted]
WEST BLOOMFIELD, MI[redacted]

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/LINCOLN/MKS/4 DOOR AWD	04/05/10	

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 L N H L 9 F T 7 A G [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		11/17/10

RESIDENCE PHONE	BUSINESS PHONE	MILEAGE OUT
[redacted]		

JOB# 1 CHARGES

LABOR
J# 1 10LIZ DRIVEABILITY HOURS: TECH(S):[illegible] WARRANTY
CUSTOMER STATES LACK OF ACCERATION WHEN TRYING TO MERGE ONTO FREEWAY. REVERSE LIGHT HAS BEEN ON WHEN GOING FORWARD REVERSE LIGHTS ON IN DRIVE AT TIMES FOLLOWED TSB 10-17-4 CK. RESUSTABCE AFTER REMOVING CONNECTOR C16B AT TRANSMISSION SOLENOID BODY MAIN CONNECTOR WITH SHIFTER IN LOW GEAR FROM PIN 8 AND 4, PIN 8 AND 5, PIN 8 AND 7, ALL HAD LESS THAN 5 OHMS RESISTANCE PINS 8 AND 6 HAD 8-10 OHMS. REMOVED MAIN CONTROL AND COVER SOLENOID BODY ASSNEBLY AND INSTALL NEW TRANS RANGE SENSOR AND RETAINING PIN. CLEARED DTCS NO FAULTS PRESENT AT THIS TIME TRANSMISSION FUNCTIONS NORMALLY AFTER TOPPING OFF FLUID WITH MERCON LV.

PARTS QTY	FP NUMBER	DESCRIPTION	LIST PRICE-UNIT PRICE	
1	9E9Z-7H657-B	SENSOR 446858		WARRANTY
1	7T4Z-7B210-A	PIN - R 231298		WARRANTY
2	XT-10-OLVC	OIL - A 487722		WARRANTY
			TOTAL - PARTS	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2 02LIZ016 POWER ACCESSORIES HOURS: TECH(S):[illegible] WARRANTY
CUSTOMER STATES FRONT PARKING SENSORS GO OFF WHEN DRIVING WITH NO OBJECTS IN FRONT OF VEHICLE
FUNCTION CHECK OPERATION IDS HOOK UP
NO DTCS PRESENT
NO PROBLEM FOUND AT THIS TIME

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
J# 3+70LIZ03 RENTAL TAX HOURS: TECH(S):[illegible] WARRANTY

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX LICS JOB# 3 TOTAL 0.00

COMMENTS
WAIT

TECHNICIAN CERTIFICATION

24539	GENO DIPIRRI	M184611
638	DOUGLAS BEAUDRY	M-120322

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

The Reynolds and Reynolds Company BRANNING DCPASS © 2010

 [CONTINUED ON NEXT PAGE] 04:48pm

SERVICE INVOICE

[redacted]

LINCOLN-MERCURY, Inc.
24350 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4900

FACILITY REGISTRATION NUMBER F-101393

CUSTOMER NO.	ADVISOR	RO NO.	INVOICE DATE	INVOICE NO.
24433	PATRICK BRADWELL 24502	4304	11/19/10	LIC5120315
[redacted]	LABOR RATE 75.00 / LICENSE NO. [redacted]	MILEAGE 12,849	COLOR CINNAMON ME	STOCK NO. 606013
WEST BLOOMFIELD, MI [redacted]	YEAR/MAKE/MODEL 10/LINCOLN/MKS/4 DOOR AWD		DELIVERY DATE 04/05/10	DELIVERY MILES
	VEHICLE I.D. NO. 1 L N H L 9 F T 7 A G [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	K.T.I. NO.	P.O. NO.	R.O. DATE 11/17/10	
[redacted]	BUSINESS PHONE			MILEAGE OUT

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**

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

PAGE 2 OF 2 CUSTOMER COPY [END OF INVOICE] 04:48pm

SERVICE INVOICE

The Reynolds and Reynolds Company ©1989/1994 DOS/WIN/3.0 ©1994

STAR
LINCOLN-MERCURY, Inc.
24350 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4000

FACILITY REGISTRATION NUMBER F-101393

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	UNIT	TOTAL	OPERATION	OPERATION DESCRIPTION	UNIT	TOTAL
01LIZ012	12000 MILE SERVICE	MI	0.00	00LIZ020	THE WORK$ PACKAGE	MI	0.00

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
08/16/10	118255	7949	24502	679	W	09LIZ01	ENGINE CONCERN
07/27/10	117965	6483	24502	679	W	70LIZ03	RENTAL TAP
				679	W	10LIZ	DRIVEABILITY
				679	W	70LIZ03	RENTAL TAP

SALESPERSON NO.

S E R V I C E

STATE REG# F101393

VEHICLE I.D. NO. 1LNHL9FT7A[redacted]	YEAR/MAKE/MODEL 10/LINCOLN/MKS/4 DOOR AWD	PRODUCTION DATE	STOCK NO. 606013	LICENSE NO. 4KGF55	R.O. NO. 120315
[redacted] WEST BLOOMFIELD, MI [redacted]	CUSTOMER NO. 24433 / SERVICE CONTRACT	DELIVERY DATE 04/05/10	DELIVER MILES	BILLING DEALER NO.	R.O. DATE 11/17/10
	COLOR CINNAMON MET/BLAC	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES	TAG NO. 4304
	TURBO / LIMO / AIR COND. / P.S. / TRANS: LIZZ / Y / Y / A	MILEAGE 12,849	ADVISOR NO. 24502	ADVISOR PATRICK BRADWELL	

I AM RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ITEMS LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

RESIDENCE PHONE [redacted]	BUSINESS PHONE [redacted]	* SUPPLIES - A TOKEN CHARGE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, PAINT, AERO SPRAY, SHELLAC, SOLVENT, RAGS, CARBURETOR CLEANER, TOWELS, BATTERY CLEANER, WIRE, ETC. AND DISPOSAL OF HAZARDOUS WASTE MATERIALS.	STORAGE CHARGE OF $7.50 PER DAY WILL BE CHARGED 48 HRS. AFTER WORK IS COMPLETED.
CALL WHEN READY ☐ YES ☐ NO	TIME RECEIVED 08:12am / DATE/TIME PROMISED 11/19/10 01:06pm / PRIORITY 2		ALL PARTS REMOVED WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE. ☐ SAVE
APPOINTMENT ☐ Yes ☒ No	LABOR RATE 75.00		REPAIRS PROPERLY COMPLETED & CHECKED BY: AUTHORIZED REPRESENTATIVE

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X

COMMENTS :
WAIT

1 W 10LIZ DRIVEABILITY
CUSTOMER STATES LACK OF ACCERATION WHEN TRYING TO MERGE ONTO FREEWAY, REVERSE LIGHT HAS BEEN ON WHEN GOING FORWARD

2 W 02LIZ010 POWER ACCESSORIES
CUSTOMER STATES FRONT PARKING SENSORS GO OFF WHEN DRIVING WITH NO OBJECTS IN FRONT OF VEHICLE

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work herein set forth to be done along with the necessary materials and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delay in parts shipment by the carrier or manufacturer. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. I understand this purchase is and expires upon repairs free. I also the right of possession to the above vehicle until the repairs herein have been paid in full or until you and/or your employees have voluntarily released the vehicle to me.

X CUSTOMER SIGNATURE

REVISED ESTIMATE (1) $	DATE	TIME	BY
REVISED ESTIMATE (2) $			
REVISED ESTIMATE (3) $			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X CUSTOMER SIGNATURE

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold herein are made by the manufacturer. The undersigned purchaser understands and agrees that seller makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased, and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by seller herein, but are not limited to, any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

DATE: SIGNED: X

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act.

X

THE ONLY WARRANTIES APPLYING TO THE PARTS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER HE SELLER NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PARTS AND/OR REPAIRS. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES

120315

SERVICE WORK ORDER CUSTOMER COPY

IN 05:49PM 7/28/10
OUT 05:09PM 7/27/10

CALENDAR DAY

ENTERPRISE LEASING COMPANY OF DETROIT, LLC
29310 TELEGRAPH RD 248-352-3560
SOUTHFIELD MI 48034-1341 2011
RENTAL TYPE D SOURCE F21910 - 999

RENTAL AGREEMENT
D524620
PAGE 1 OF 1

UNIT 1
UNIT # 7C0CRQ
LIC# [redacted]
MODEL TWNC
COLOR BLACK
IN 17100
OUT 16928
V# 2LNBL8CV8AX[redacted]

RENTER
[redacted]
WEST BLOOMFIELD MI [redacted]
LOCAL:
(H) [redacted]

SUMMARY OF CHARGES
DAY = CALENDAR DAY
MILES
NO CHARGE

2 DAYS @ 33.01 66.04

DR. LICENSE XXXXXXXX[redacted]
STATE MI EXPIRE 2/25/11
DOB [redacted] HT WT
EYES HAIR
S.S.#
EMPLOYER
ZUHIER

BILL TO Y CUST # F21910
STAR LINCOLN MERCURY
ATTN: UNKNOWN**
24350 12 MILE RD.
SOUTHFIELD MI
248-354-4900 48037

VLF REC 1.30
MITAX 6.00 4.04

ADDITIONAL DRIVER
NO OTHER DRIVER PERMITTED

CLAIM INFO
POL/CLAIM/PO#

RO 117765
INSURED

LOSS DATE
THEFT ACCIDENT

TYPE CAR

SHOP
PHONE
NAME

PERMISSION TO LEAVE STATE
YES X NO

STATES MI ONLY
CUSTOMER SIGNATURE ON FILE

PAYMENT INFORMATION
AMOUNT PD.BY TYPE DATE AUTH

CLOSED TICKET PAYMENT INFO
71.38 CHECK SALE 9/30/10

CLOSED TICKET PAYMENT INFO
CLOSED TICKET PAYMENT INFO

TOTAL CHARGES 71.38

DEPOSITS
REFUND

BILL TO CUST F21910 71.38

OPENED BY #305JG
CLOSED BY #797FJ KYLE H WILDERN

29310 Telegraph Rd.
Southfield, MI 48034
248-352-3560
enterprise.com

enterprise

IN 03:04PM 8/25/10
OUT 02:54PM 8/16/10

CALENDAR DAY

ENTERPRISE LEASING COMPANY OF DETROIT, LLC
29310 TELEGRAPH RD 248-352-3560
SOUTHFIELD MI 48034-1341 2011
RENTAL TYPE D SOURCE F21910 - 065

RENTAL AGREEMENT
D525123
PAGE 1 OF 1

UNIT 1
UNIT # 7C0CRQ
LIC# [redacted]
MODEL TWNC
COLOR BLACK
IN 18468
OUT 18060
V# 2LNBL8CV8AX[redacted]

RENTER
[redacted]
[redacted]
WEST BLOOMFIELD MI [redacted]-
LOCAL:
(H)[redacted]

SUMMARY OF CHARGES
DAY = CALENDAR DAY
MILES
NO CHARGE

10 DAYS @ 32.98 329.82

UNIT 2
UNIT # 7C4SWR
LIC# CBX8518
MODEL EXPL
COLOR RED DK
IN 22321
OUT 22190
V# 1FMEU7DE5AU[redacted]

DR. LICENSE XXXXXXXXX[redacted]
STATE MI EXPIRE 2/25/11
DOB [redacted] HT WT
EYES HAIR
S.S.#
EMPLOYER
SELF

BILL TO Y CUST # F21910
STAR LINCOLN MERCURY
ATTN: UNKNOWN**
24350 12 MILE RD.
SOUTHFIELD MI
248-354-4900 48037

VLF REC 6.50
MITAX 6.00 20.18

ADDITIONAL DRIVER
NONE

CLAIM INFO
POL/CLAIM/PO#

PERMISSION TO LEAVE STATE
YES X NO

RO 118255
INSURED

STATES MI ONLY
CUSTOMER SIGNATURE ON FILE

TOTAL CHARGES 356.50

DEPOSITS
REFUND

LOSS DATE
THEFT ACCIDENT

PAYMENT INFORMATION
AMOUNT PD.BY TYPE DATE AUTH

CLOSED TICKET PAYMENT INFO
356.50 CHECK SALE 9/30/10

TYPE CAR

BILL TO CUST F21910 356.50

SHOP
PHONE
NAME

OPENED BY #797FJ KYLE R WILDERN
CLOSED BY #5910V ABBY M HAGLAND

CLOSED TICKET PAYMENT INFO
CLOSED TICKET PAYMENT INFO

IN 05:37PM 9/17/10
OUT 02:28PM 9/02/10

24-HOUR DAY

ENTERPRISE LEASING COMPANY OF DETROIT, LLC
29310 TELEGRAPH RD 248-352-3560
SOUTHFIELD MI 48034-1341 2011
RENTAL TYPE D SOURCE F21910 - 112

RENTAL AGREEMENT
D525525
PAGE 1 OF 1

UNIT 1
UNIT # 7DF60H
LIC# [redacted]
MODEL TWNC
COLOR BLACK
IN 129
OUT 98
V# 2LNBL8CV7B[redacted]

RENTER
[redacted]
W. BLOOMFIELD MI [redacted]-
LOCAL:
(H) [redacted]

SUMMARY OF CHARGES
DAY = 24 HOUR PERIOD
MILES
NO CHARGE

15 DAYS @ 32.98 494.73

UNIT 2
UNIT # 7C2R66
LIC# [redacted]
MODEL FOCU
COLOR GRAY MED
IN 31495
OUT 31295
V# 1FAHP3GN9A[redacted]

DR. LICENSE XXXXXXXXX[redacted]
STATE MI EXPIRE 2/25/11
DOB [redacted] HT WT
EYES HAIR
S.S.#
EMPLOYER

BILL TO Y CUST # F21910
STAR LINCOLN MERCURY
ATTN: DAMON**
24350 12 MILE RD.
SOUTHFIELD MI
248-354-4900 48037

VLF REC 9.75
MITAX 6.00 30.27

ADDITIONAL DRIVER
NONE

CLAIM INFO
POL/CLAIM/PO#

PERMISSION TO LEAVE STATE
YES NO X

RO 119255
INSURED
SHARMA* ALLEN*

CUSTOMER SIGNATURE ON FILE

PAYMENT INFORMATION
AMOUNT PD.BY TYPE DATE AUTH

LOSS DATE
THEFT ACCIDENT I

TYPE CAR

TOTAL CHARGES 534.75

DEPOSITS
REFUND

BILL TO CUST F21910 534.75

SHOP STAR LINCOLN
PHONE 248-354-4900
NAME

OPENED BY #725DX CHRISTOPHER J DAW
CLOSED BY #413GR MATTHEW B FITCH

CLOSED TICKET PAYMENT INFO
CLOSED TICKET PAYMENT INFO

Enterprise

MO 8:00 AM - 6:00 PM TU 8:00 AM - 6:00 PM WE 8:00 AM - 6:00 PM
TH 8:00 AM - 6:00 PM FR 8:00 AM - 6:00 PM SA 9:00 AM - 12:00 PM
SU CLOSED

OWNER OF VEHICLE: MICHIGAN
BRANCH ADDRESS: 29310 TELEGRAPH RD, SOUTHFIELD, MI, 480341341 (248) 352-3560

Chris

RENTAL TYPE: DEALERSHIP SOURCE #: STAR LINCO I.D. #: 045 RENTER AGREEMENT: NO

11/17/2010 8:29 AM

ORIGINAL VEHICLE

COLOR: SILVE LICENSE NO.: [redacted]
MODEL: SMAX ECARS: 7DOLCM
MILEAGE IN: OUT: 7094
DRIVEN

NO DAMAGE

No Gasoline Refunds

RENTER: [redacted]

BILL TO: COMPANY: STAR LINCOLN MERCURY
ATTN: UNKNOWN PHONE: (248) 354-4900 EXT.
REFERENCE NUMBER: RO 120315 VIN# 2MEBM7FVXDX[redacted] $35.00/DAY

ADDITIONAL AUTHORIZED DRIVER(S) - EXCEPT AS REQUIRED BY LAW, NONE PERMITTED WITHOUT OWNER'S WRITTEN APPROVAL. I REQUEST OWNER'S PERMISSION TO ALLOW: NO OTHER DRIVERS PERMITTED

[redacted]

WHO IS UNDER MY CONTROL AND DIRECTION TO DRIVE VEHICLE FOR ME AND ON MY BEHALF. I AM RESPONSIBLE FOR THEIR ACTS WHILE THEY ARE DRIVING, AND FOR FULFILLING TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT (AGREEMENT). USE OF VEHICLE BY AN UNAUTHORIZED DRIVER WILL AFFECT MY LIABILITY AND RIGHTS UNDER AGREEMENT.

RENTER: X [redacted]

PERMISSION TO [redacted] STATE OF RENTAL AND THE FOLLOWING STATE(S):

MI ONLY

OPERATION IN ANY OTHER STATE OR COUNTRY WILL AFFECT YOUR LIABILITY AND RIGHTS UNDER THIS AGREEMENT.

TIONAL PRODUCTS NOTICE: OFFER FOR AN ADDITIONAL ARGE THE FOLLOWING OPTIONAL ODUCTS: DAMAGE WAIVER; RSONAL ACCIDENT INSURANCE; ADSIDE ASSISTANCE; OTECTION AND SUPPLEMENTAL BILITY PROTECTION. BEFORE CIDING WHETHER TO PURCHASE Y OF THESE PRODUCTS, YOU Y WISH TO DETERMINE WHETH- YOUR PERSONAL INSURANCE CREDIT CARD PROVIDES YOU VERAGE DURING THE RENTAL RIOD. THE PURCHASE OF ANY THESE OPTIONAL PRODUCTS IS T REQUIRED TO RENT VEHICLE.

RENTER DECLINES OPTIONAL DAMAGE WAIVER (DW) AND ASSUMES DAMAGE RESPONSIBILITY. SEE PAGE 3, PARAGRAPH 8. RENTER: X Declines DW	RENTER ACCEPTS OPTIONAL DAMAGE WAIVER (DW) AT DAILY FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 10. DW IS NOT INSURANCE. RENTER: X Accepts DW
RENTER DECLINES OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI). SEE PAGE 3, PARAGRAPH 9. RENTER: X Declines PAI	RENTER ACCEPTS OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 10. RENTER: X Accepts PAI
RENTER DECLINES OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP). SEE PAGE 3, PARAGRAPH 7. RENTER: X Declines SLP	RENTER ACCEPTS OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 17. RENTER: X Accepts SLP

[redacted]

REPLACEMENT VEHICLE

RENTER: X [redacted] DATE: 11/17/2010
OWNER REP: X [redacted] EMPL. #: E725DX

COLOR: LICENSE NO.:
MODEL: ECARS:
MILEAGE IN: OUT:
DRIVEN

NO DAMAGE

No Gasoline Refunds

I WILL REFOR[redacted]

DATE	TIME	AMOUNT	PAID BY	
11/19/2010		$50.00	XXXXXXXXXXXX7268	11/17/2010

ADDITIONAL INFORMATION

SECTION 257.401 OF THE MICHIGAN COMPILED LAWS PROVIDES THAT THE RENTAL VEHICLE OWNER (ENTERPRISE) IS LIABLE ONLY UP TO $20,000 BECAUSE OF BODILY INJURY OR DEATH TO ONE PERSON IN ANY ONE ACCIDENT AND $40,000 BECAUSE OF BODILY INJURY OR DEATH TO TWO OR MORE PERSONS IN ANY ONE ACCIDENT, AND ONLY IF THE RENTED VEHICLE IS OPERATED BY THE RENTER, OTHER AUTHORIZED DRIVER, OR BY THE RENTER'S SPOUSE, FATHER, MOTHER, BROTHER, SISTER, SON, DAUGHTER, OR OTHER IMMEDIATE FAMILY MEMBER. AND, THAT THE RENTER MAY BE LIABLE TO THE OWNER UP TO THESE AMOUNTS AND TO AN INJURED PERSON FOR AMOUNTS AWARDED IN EXCESS OF THESE AMOUNTS.

SR7155 SKBRNX

DAY = 24 HOUR PERIOD

VEHICLE $20.00/HOUR* $35.00/DAY*

*INCLUDES

NO CHARGE MILEAGE

YOUNG DRIVER WAIVED

$13.99/DAY

$2.00/DAY

$9.99/DAY

FUEL CHARGE $3.29/GALLON

MI SALES TAX 6.00%*
VLF REC $0.65/DAY

TOTAL CHARGES
DEPOSITS
REFUNDS
AMOUNT DUE

CLOSED BY

PAID BY	CASH	CHECK	CHARGE
RECEIPT OF CASH REFUND	DATE	AMOUNT	RECEIVED BY

ER IS AN AFFILIATE OF ENTERPRISE HOLDINGS INC., WHICH OWNS ALL RIGHTS TO ENTERPRISE NAMES AND MARKS.

© Enterprise Leasing Company of Detroit, LLC, 2010

184.09 106.95

CONSUMER LEGAL SERVICES, P.C.

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OF COUNSEL
JOSEPH P. GARIN

FACSIMILE TRANSMISSION SHEET

Please deliver the following to:

Name	Company	Fax Number
Donna Patterson	BBB	(703) 247-9700

DATE: December 22, 2010

FROM: Katherine Pittel at Consumer Legal Services, P.C.

WRT6C
FRD 1031694

RE: Allen Sharma

Number of Pages (including the cover sheet): 29

Comments: Please see the attached documents relative to the above matter.

This fax was transmitted on **December 22, 2010** by **Amanda**

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921 28TH STREET S.E.
GRAND RAPIDS, MI 49508
(616) 452-2000
FAX (616) 452-2021

4680 W. HOUGHTON LAKE DR.
HOUGHTON LAKE, MI 48629
(989) 366-1006
FAX (989) 366-4085

G-6044 S. SAGINAW ST.
GRAND BLANC, MI 48439
(810) 603-2676
FAX (810) 603-2677

[redacted]
2010 LINCOLN MKS
VIN: 1LNHL9FT7A[redacted]

PLAINTIFF'S ARBITRATION SUMMARY

I. STATEMENT OF FACTS

This warranty dispute arises from the lease of a new 2010 Lincoln MKS, VIN 1LNHL9FT7AG[redacted] (hereinafter referred to as "2010 MKS") leased to [redacted] by Star Lincoln-Mercury, Inc. on April 5, 2010, for the total price of $49,259.16 (See Application for Michigan Title and Lease Agreement Attached as Exhibit A).

A review of the repair orders will reveal the 2010 MKS has been presented for repair on at least four (4) different occasions for a stalling/chugging/hesitation problem. The following is a detailed repair order summary (see copies of repair orders attached as Exhibit B).

Date	Days	Mileage	Invoice #	Complaint
7/27/10	11	6,483	117765	**ENGINE/DRIVEABILITY DEFECT:** Vehicle slow to accelerate and harsh to engage; stalling
8/16/10	10	7,949	118255	**ENGINE/DRIVEABILITY DEFECT:** vehicle stalls at slow speeds and at speeds greater than 50 mph (car idle dropped below specifications a couple of times with advisor not able to capture)
9/2/10	16	7,949	118255	**ENGINE/DRIVEABILITY DEFECT:** vehicle stalls
11/17/10	3	12,849	120315	**ENGINE/DRIVEABILITY DEFECT:** lack of acceleration when trying to merge onto freeway, reverse light on been on when going forward, reverse lights on in drive; stalling

Mr. [redacted] has presented the 2010 MKS to Ford's authorized dealers on at least four (4) different occasions for repair and the vehicle has been out of service for more than thirty (30) days within the first year. The dealer also refused to give Mr [redacted] a new repair order indicating that the vehicle was presented for service on September 2, 2010. However, the rental agreements (attached hereto) detail the separate visits to the dealership.

II. APPLICABLE LAW

Mr. Sharma asserts four principal causes of action against the Defendants:

1. Violation of Michigan Lemon Law;
2. Revocation of Acceptance;
3. Breach of Warranty;
4. Violation of Michigan Consumer Protection Act.

A. VIOLATION OF MICHIGAN LEMON LAW

There are *two* circumstances which cause a vehicle to become legally presumed a "lemon." First, the Michigan Lemon Law requires that a consumer present his vehicle for repair of the same uncorrected defect or condition on at least four (4) occasions, and that the vehicle be presented for such repair at least once within the first year of ownership. Second, a Lemon Law violation arises when the vehicle has been out of service for thirty (30) days during the consumer's first year of ownership.

(5) It **shall be presumed** that a reasonable number of attempts have been undertaken to repair a defect or condition **if 1 of the following** occurs:

> (a) The same defect or condition that substantially impairs the use or value of the new motor vehicle to the consumer has been subject to repair a total of **4 or more times** by the manufacturer or new motor vehicle dealer within 2 years of the date of the first attempt to repair the defect or condition, and the defect continues to exist.

> (b) The new motor vehicle is out of service because of repairs for a total of 30 or more days or parts of days during the term of the manufacturer's express warranty, or within 1 year from the date of delivery to the original consumer, whichever is earlier. (Emphasis added).

As stated above, the 2010 MKS has been presented for service at least four (4) separate occasions and the problems continue to exist. Also, the vehicle has been out of service due to repair for more than thirty (30) days. After giving Ford and its authorized dealers at least three (3) separate opportunities to repair the same defects, Mr. [redacted] notified Ford of the defects and requested a final opportunity to repair the defects (see Exhibit C attached).

The defects with the 2010 MKS are serious safety issues that impair the use and value of the vehicle to Mr. [redacted]. Clearly, Defendants do not know how to repair the defects with the 2010 MKS, as evidenced by the multitude of repair attempts . Even the dealer has acknowledged that this is a serious safety issue (see Exhibit D attached). Mr. [redacted] has not used the vehicle as originally intended and he has lost confidence in the vehicle due to the ongoing defects with the 2010 MKS. Therefore, Mr. [redacted] is entitled to a repurchase under MCLA 257.1403.

B. REVOCATION OF ACCEPTANCE

A buyer is not forced to endure defective goods. Rather, a buyer may revoke acceptance of nonconforming goods if the nonconformity substantially impairs the value of the goods to the buyer and the seller is unable to cure the goods' nonconformity within a reasonable time. MCLA 440.2608. When the buyer justifiably revokes acceptance, he may then cancel the contract by returning the nonconforming good and recover the price paid. MCLA 440.2711. Specifically, MCLA 440.2608 states:

> (1) The buyer may revoke his acceptance of a lot or commercial unit whose nonconformity substantially impairs its value to him if he has accepted it:

> (a) on the reasonable assumption that its nonconformity would be cured and it has not been seasonably cured; or
>
> (b) without discovery of such nonconformity if his acceptance was reasonably induced either by the difficulty of discovery before acceptance or by the seller's assurances.
>
> (2) Revocation of acceptance must occur within a reasonable time after the buyer discovers or should have discovered the ground for it . . . [and] is not effective until the buyer notifies the seller of it.

Mr. [redacted] properly revoked his acceptance of the 2010 MKS by notifying Defendants of his revocation. In *King v Taylor Chrysler-Plymouth, Inc.* 184 Mich App 204, 457 NW2d 42 (1990), lv den 436 Mich 876 (1990), the Court of Appeals explored the notification requirements for revocation of acceptance. The Court "conclude[d] that the complaint itself placed defendant on notice of plaintiff's revocation within a reasonable time from when she discovered that the nonconformity substantially impaired the value of the vehicle." *Id.*, 210-11. Separate notification was not required.

Furthermore, in *Colonial Dodge, Inc v Miller,* 420 Mich 452; 362 NW2d 704(1984), our Supreme Court held that the failure to include a spare tire with a new automobile constituted a "substantial impairment" in the value of the vehicle entitling the buyer to revoke acceptance. The court noted that the language of Michigan's adoption of the Uniform Commercial Code (UCC) focused on whether the nonconformity substantially impairs the value <u>to the buyer</u>:

> We cannot accept [the dealer's] interpretation of MCL 440.2608(1); MSA 19.2608(1). In order to give effect to the statute, a <u>buyer must show the nonconformity has a special devaluing effect on him and that the buyer's assessment of it is factually correct</u>. [*Id.*, 458; emphasis added; footnote inserted.]

The *Colonial Dodge* test, as set forth above, has both an objective component and a subjective component. The determination of whether the buyer's assessment is factually correct

the objective component hinges upon whether the devaluing effect upon the buyer is reasonable under the circumstances. *Id.*, 459. Under the *Colonial Dodge* test, the plaintiff need only show that the subjective devaluing effect upon the buyer be reasonable under the circumstances. *Id.* Any other interpretation would ignore the clear language of the UCC, and *Colonial Dodge*. See also MCLA 440.2608(1).

Mr. [redacted] has clearly met the test of a "substantial impairment" in value set forth in *Colonial Dodge*. First, [redacted] subjectively believes that defects with the 2010 MKS substantially impairs the value of the new 2010 MKS to him. Thus, the only question is whether this assessment is reasonable under the circumstances.

Mr. [redacted] will testify that the problems he has with the 2010 MKS substantially impair the value of the vehicle to him on at least two separate grounds. First, had he learned of the defects before he purchased the vehicle, he never would have bought it. It is easy to conclude that there is a factual basis for this position. Mr. [redacted] wanted to buy a new vehicle that he did not have to worry about. Certainly, Mr. [redacted] expectations were reasonable; had he known of the defects, he would never have purchased the 2010 MKS. *Colonial Dodge*, 459.

Second, the defects substantially impair the use of the vehicle to him. Because of the defects, Mr. [redacted] has discontinued use of the 2010 MKS. Mr. [redacted] has lost confidence in the vehicle and is concerned about the safety of the vehicle given the defects. Mr. [redacted] must merely show that his concerns are reasonable under the circumstances. For the above stated reasons, Mr. [redacted] concerns regarding the ongoing defects with the 2010 MKS are certainly reasonable under the circumstances. Therefore, the 2010 MKS's defects are a substantial impairment to Mr. [redacted]

C. BREACH OF WARRANTY CLAIMS (UNDER STATE AND FEDERAL LAW)

Mr. [redacted] purchased his 2010 MKS with a 4 year/50,000 mile bumper-to-bumper new vehicle limited warranty. The warranty guaranteed Mr [redacted] that if any defects were discovered within the warranty period, Defendants would repair or replace the defective parts free of charge. However, this is not Defendants sole obligation under the warranty. Defendants do not have an unlimited number of opportunities to repair the vehicle. Defendants are required to repair the vehicle within a reasonable amount of time.

The primary inquiry in warranty claims[1] is whether the express or implied warranty failed of its essential purpose, thereby entitling the buyer to damages. See, e.g., *King v Taylor Ford-Plymouth, Inc*, 184 Mich App 204, 212-213; 457 NW2d 42 (1990); *Kelynack v Yamaha Motor Corp, USA*, 152 Mich App 105, 110-111; 394 NW2d 17 (1986); *Krupp PM Engineering, Inc v Honeywell, Inc*, 209 Mich App 104, 109; 530 NW2d 146 (1995); MCLA 440.2719(2); M.A. 19.2719(2).

In the present case, the express and implied warranties failed of their essential purposes, because Defendants were unable to repair the defects after a reasonable number of repair attempts. The Defendants had a legal duty under their warranties to fix the 2010 MKS within a reasonable time. They did not have unlimited time to make the repairs. Mr [redacted] has given Defendants ample opportunity to repair the ongoing defects.

The Court of Appeals addressed this precise issue in the context of a breach of warranty claim in *Kelynack v Yamaha Motor Corp, USA*, 152 Mich App 105, 112-113; 394 NW2d 17 (1986):

---

[1]The inquiry is similar, whether the claim is based on express warranty, MCL 440.2313; MSA 19.2313;, implied warranty, MCL 440.2314(1); MSA 19.2314(1), or a claim under the Magnuson-Moss Warranty Act, 15 USC 2301, *et seq*.

> Where a manufacturer or dealer has limited its obligation under the sales agreement to repair or replace defective parts the Seller does not have an unlimited time to make the repairs, but rather must repair or replace parts within a reasonable time. See Anno: Construction and Effect of New Motor Vehicle Warranty Limiting Manufacture's Liability to Repair or Replacement of Defective Parts, 2 ALR 4th 576, Sec. 5[d], pp 602-604 and cases cited therein; 67A Am Jur 2d, Sales, Sec. 923, pp 326-327. Further, the manufacturer's or dealer's failure to make repairs need not be willfully dilatory or even negligent for the damage to the buyer is the same whether the Seller acts in good faith or in bad. In either case, the buyer loses the substantial benefit of his bargain. *Cayuga Harvester, Inc v Allis-Chalmers Corp*, 95 App Div 2d 5; 465 NYS2d 606 (1983).[2]

Surely, it was unreasonable for Mr. [redacted] to have to present his vehicle repeatedly to repair the defects. Although Defendants may very well have been acting in good faith to attempt to repair the defects, Mr [redacted] lost the benefit of his bargain while waiting. Consequently, Defendants breached their warranties by failing to repair the defect. *Kelynack*, 112-113.

D. MICHIGAN CONSUMER PROTECTION ACT CLAIMS

Defendants violated the Michigan Consumer Protection Act by breaching their implied warranty of merchantability and by failing to refund Mr. [redacted] money after he properly revoked acceptance and/or otherwise cancelled the purchase agreement. The Michigan Court of Appeals has held that a breach of warranty constitutes a violation of the Michigan Consumer Protection Act. In *Mikos v Chrysler Corp*, 158 Mich App 781 (1987), the court ruled that when the warrantor breached the implied warranty of merchantability, it thereby failed to provide promised benefits under MCLA 445.903(1)(y). Additionally, because Mr. [redacted] revoked acceptance of the subject vehicle, Defendants violated MCLA 445.903(u) by failing to return Mr. Sharmas's deposit, down payment, and installment payments.

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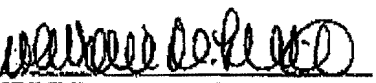
[2]Also see *Krupp*, 209 Mich App at 109 (Buyer entitled to pursue consequential damages where, contrary to promises in warranty, Seller is unable to repair goods or takes too long to complete repairs).

III. Conclusion

Based upon the foregoing, Plaintiff respectfully requests the Ford repurchase the 2010 MKS.

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.



KATHERINE M. PITTEL P-68878
Attorneys for Plaintiff
30928 Ford Road
Garden City, Michigan 48135
(734) 261-4700

Dated: December 22, 2010

STATE OF MICHIGAN

APPLICATION FOR MICHIGAN TITLE & REGISTRATION
STATEMENT OF VEHICLE SALE

DEPARTMENT OF STATE

Purchase Date 04/05/2010

DEAL # 37538

Invoice/Stock No.

Delivery Date 04/05/2010 606813

Invoice/Stock No.

Dealer STAR LINCOLN-MERCURY, Inc.

Address 24350 Twelve Mile Road P.O. Box 2142

City SOUTHFIELD

County OAKLAND | State MICHIGAN | Zip Code 48034

Dealer License A-006266 | Sales Tax License [redacted] | Phone Number (248) 354-4900

Vehicle Sold [X] New [ ] Used [ ] Demo | Trade-In [ ] Yes [X] No

Trade-In Year | Make | Vehicle No.

TEMPORARY VEHICLE REGISTRATION USED TO TRANSFER PLATES
Expires 15 days after delivery date

Plate transferred from: Year Make

Vehicle No. | Plate No. | Temp. Expiration Date

VEHICLE USE AND HISTORY DISCLOSURE:

[ ] POLICE VEHICLE
[ ] GOVERNMENT VEHICLE
[ ] TAXI
[ ] VEHICLE HAS BEEN FLOOD-DAMAGED
[ ] SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED
[ ] _____

ODOMETER MILEAGE

The following section must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title and/or mileage statement.

280 NO TENTHS

[X] actual mileage [ ] not actual mileage [ ] exceeds mechanical limits of odometer

I have selected and agree to pay the OPTIONAL $24 CVR electronic filing fee

Customer Initials

Factory Installed Accessories [ ] Factory List Affixed to Vehicle

Dealer Installed Accessories When Optional to Purchaser

REMARKS:

[redacted]

Temporary Registration No. _____ Temporary Fee Charged [ ] Yes [ ] No

Salesperson JIMMY G

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

"I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE."

Alice Bons

Dealer's Signature | Title

Expires on Month 2 Day 25 Year 2011 | Months

[ ] NEW PLATE
[ ] RENEWAL
[ ] TRANSFER

Year 2010 | Make LINCOLN | Body Style 4 DOOR AWD | Code 1 | County 63

Vehicle No. 1LNHL9FT7A[redacted] | Fee Category/Weight 47 | License Fee 231.00

Driver License No./FID of All Owners or Lessees [redacted]

2) County of Residence OAKLAND | Title 15.00 | Title Late Fee N/A

Complete Names and Addresses of All Owners or Lessors [redacted]
ATLANTA GA [redacted]

Tax N/A | Reg. Transfer Fee N/A

Complete Names and Addresses of All Owners or Lessees [redacted]
WEST BLOOMFIELD MI [redacted]

Total - Transfer to #4 246.00

Full Rights to Survivor [ ] Yes [X] No

Insurance Company Citizens [redacted]

First Secured Interest HTD LEASING LLC

Address P.O. BOX 105704

City-State-Zip ATLANTA GA 30348-5704

Filing Date 04/05/2010

1. PURCHASE PRICE OF VEHICLE (Including Freight & Accessories)	48589.16
2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Temp. Reg. Fee, Etc.)	670.00
2. A. OPTIONAL $24 ELECTRONIC FILING FEE	24.00
3. TOTAL TAXABLE PRICE	49283.16
4. (Above total) SALES TAX - LICENSE - TITLE	246.00
5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)	N/A
6. TOTAL DELIVERED PRICE	49529.16
7. CASH ON DEPOSIT	N/A
8. CASH DUE ON DELIVERY	3474.90
9. TRADE-IN $ N/A	
10. LESS LIEN $ N/A	N/A
11. TOTAL DOWN PAYMENT	3474.90
12. UNPAID BALANCE TO BE FINANCED	46054.26
13. INSURANCE SURCHARGE*	N/A
14. TOTAL AMOUNT OF FINANCE CONTRACT	N/A

* TYPE OF INSURANCE
WARNING: This insurance is not PL/PD No Fault Insurance required by Michigan law.
[ ] CREDIT LIFE [ ] HEALTH & ACCIDENT
[ ] GAP INSURANCE [ ]

PURCHASER WARNING: DO NOT SIGN BLANK FORM

I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if this lease, applying for a registration. I certify that my driver license is not suspended, revoked, or denied, as a repeat offender and I am eligible to purchase or register the vehicle. I further certify that if a tax exemption is shown above it is valid.

04/05/10 Date | 04/05/10 Date [redacted]

Date X | Date X

Date X Purchaser's/Lessee's Signature(s) | Date X Lessee's Signature(s)

PURCHASER'S NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 60 DAYS, CONTACT A SECRETARY OF STATE OFFICE OR CALL (517) 322-1460

Authority granted by P.A. 300 of 1949, as amended. The Reynolds and Reynolds Company

MICHIGAN
MOTOR VEHICLE LEASE AGREEMENT

DATE 04/05/2010

1-800-727-7000

Ford Credit

www.fordcredit.com

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)

[redacted]
WEST BLOOMFIELD MI [redacted]
OAKLAND [redacted]

LESSOR (Name and Address)

STAR LINCOLN- MERCURY, INC.
24350 W. 12 MILE RD.
SOUTHFIELD MI 48034

"Finance Company" is FORD MOTOR CREDIT COMPANY. The "Holder" is [redacted] and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."
If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	280	2010 LINCOLN MKS	1LNHL9FT7A[redacted]	PERSONAL

1. Amount Due At Lease Signing or Delivery (Itemized Below) *

$ 4550.00

2. Payments

(a) Monthly Payments

Your first monthly payment of $ 515.67 is due on 04/05/10, followed by 23 payments of $ 515.67 due on the 5th day of each month. The total of Your monthly payments is $ 12376.08.

(b) Advance Payment

Your Payment of $ N/A is due on N/A. The total of Your payment is $ N/A.

3. Other Charges (not part of Your monthly payment)

Disposition fee (if You do not purchase the Vehicle) $ N/A

N/A N/A

Total $ N/A

4. Total of Payments (The amount You will have paid by the end of the lease)

$ 16410.41

Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	$ 3474.90
b. First monthly payment	515.67
c. Advance payment	N/A
d. Refundable security deposit	N/A
e. Title fees	15.00
f. Registration fees	231.00
g. Acquisition fee	N/A
h. TAX ON CAP RED/UPFRONT TAXES	214.43
i. N/A	N/A
j. DOC FEE	75.00
k. N/A	N/A
l. ELEC FILING FEE	24.00
m. N/A	N/A
Total	$ 4550.00

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	$ N/A
b. Rebates and noncash credits	1550.00
c. Amount to be paid in cash	3000.00
d.	N/A
Total	$ 4550.00

7. Your payment is determined as shown below:

a. **Gross capitalized cost.** The agreed upon value of the Vehicle ($ 48589.16) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (itemized below - Item 12) ** . . . . . $ 49184.15

b. **Capitalized cost reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost . . . . . − 3474.90

c. **Adjusted capitalized cost.** The amount used in calculating Your base payment . . . . . = 45709.25

d. **Residual value.** The value of the Vehicle at the end of the lease used in calculating Your base payment . . . . . − 34432.00

e. **Depreciation and any amortized amounts.** The amounts charged for the Vehicle's decline in value through normal use and

☐ N/A
N/A

13. OFFICIAL FEES AND TAXES $ 1284.99.
The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a **maximum deductible** amount of $1,000; and (b) collision and upset insurance with a **maximum deductible** of $1,000; and (c) automobile liability insurance with **minimum limits** for bodily injury or death of $ 20000.00 for any one person and $ 40000.00 for any one accident, and $ 10000.00 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See item 24 on back)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

a. Credit Life Insurance $ N/A (Initial Coverage) $ N/A (Premium) N/A (Insured(s))
N/A (Insurance Company)
Lessee: X Co-Lessee: X

b. Credit Disability Insurance $ N/A (Monthly Coverage) $ N/A (Premium) N/A (Insured(s))
N/A (Insurance Company)
Lessee: X Co-Lessee: X

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or $50.00 whichever is less.

17. LESSOR SERVICES N/A
(See item 22 on back) N/A

18. VEHICLE LOSS EARLY TERMINATION PAYOFF BALANCE AND INSURED CASH VALUE The early termination payoff balance (as determined by Finance Company under Items 29 and 35) may be different from the actual cash value of the Vehicle as determined by the Insurer of the Vehicle.

YOUR LIABILITY UPON LOSS OR DESTRUCTION OF VEHICLE Unless You are eligible for the Gap Waiver (Item 35), if the early termination payoff balance is greater than the actu[redacted]y the difference to Finance Company (as provided in Item 35).

Lessee: X Co-Lessee: X

19. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
$ 48589.16	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ 595.00	+ $ N/A
N/A	N/A	N/A	N/A	N/A	N/A	Total Gross Capitalized Cost
+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	= $ 49184.16

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this [redacted]y.

[redacted] By: X Title:
By: X 6/2/10 Title:

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in copy of this lease. You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

[redacted] By: X Title:
Co-Lessee: By: X Title:

Lessor and Lessee are hereby notified that Holder has assigned to QI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.
Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

Lessor: STAR LINCOLN MERCURY, INC. By: X Title:

FC 19021-P SEPT 06
FC 19021-APP
Previous editions may NOT be used.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - LESSOR PLY 4 - CO-LESSEE/GUARANTOR

09/17/2010 HISTORY LISTING 3030
13:38:37 PAGE 1

CUSTOMER NAME : [redacted] SERIAL NO. : 1LNHL9FT7AG[redacted]

R.O NO. : 118255 R.O DATE : 09/16/2010 R.O TYPE : S
MILEAGE : 7949 ADVISOR NO. : 24502

JOB NUMBER : 1 OPERATION 09LIZ01 OP. DESC. ENGINE CONCERN
SALE TYPE : W TECHNICIAN NO(S). 679
COMPLAINT : CUSTOMER STATES ENGINE STALLS, AT SLOW SPEEDS AND AT SPEEDS GREATER THAN 50MPH. NO PROBLEM STARTING BACKUP
CORRECTION : ROAD TEST FOR MANY DAYS TO VERIFY CONCERN MONITOR PIDS TP1 & TP2 & ETB ACTUAL & DESIRED WHILE ON IDS TEST DRIVE HAD CAR IDLE DROP BELOW SPECIFACATION COUPLE TIMES WITH ADVISOR DRIVING NEVER ABLE TO CAPURE DATA TRY TO RECREATE BUT NOT ABLE TO ALL THIS TIME TECH NOT ABLE TO VERIFY STALLING

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
118255-01 12650D01 118255-01 12650D

JOB NUMBER : 2 OPERATION 70LIZ03 OP. DESC. RENTAL TAP
SALE TYPE : W TECHNICIAN NO(S). 679

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
118255-02

R.O NO. : 117765 R.O DATE : 07/27/2010 R.O TYPE : S
MILEAGE : 6483 ADVISOR NO. : 24502

JOB NUMBER : 1 OPERATION 10LIZ OP. DESC. DRIVEABILITY
SALE TYPE : W TECHNICIAN NO(S). 679
COMPLAINT : CUSTOMER STATES WHEN MOVING FROM A COMPLETE STOP, VEHICLE IS SLOW TO ACCELERATE AND HARSH TO ENGAGE
CORRECTION : TEST EEC, GO TO SEC DZ1 GO TO DZ7, DISCONNECT FRONT EGO SENSOR, CK. VOLTAGE HAS 12 VOLTS GO TO DZ8, RAR COWL PANELS TO ACCESS PCM CONNECTOR TO CK. RESISTANCE NONE GO TO DZ9 CHECK FOR SHORT IN HARNESS, NONE. GO TO DZ10 CK. RESISTANCE OF EGO SENSOR 60 OHMS GO TO DZ11, CK. EGO SENSOR FOR SHORT TO GROUND, OK NONE GO TO DZ29 DISCONNECT PCM CONNECTORS INSPECT NEC PINS REPAIR CONNECTION AT PCM CONNECTOR. RETEST & ROAD TEST OK NOW

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
117765-01 MT14401 117765-01 14200A
117765-01 14200A45 117765-01 02344AT
117765-01 12650DX1 117765-01 12650D

JOB NUMBER : 2 OPERATION 70LIZ03 OP. DESC. RENTAL TAP
SALE TYPE : W TECHNICIAN NO(S). 679

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

STAR

24350 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4900

FACILITY REGISTRATION NUMBER F-101393

CUSTOMER NO 24433	ADVISOR PATRICK BRADWELL 24502	TAG NO 5832	INVOICE DATE 08/06/10	INVOICE NO LICS117765
[redacted] WEST BLOOMFIELD, MI [redacted]	LAST TIME 75.00	LICENSE NO [redacted]	MILEAGE 6,483	ORDER CINNAMON ME
	FROM MFG. MODEL 10/LINCOLN/MKS/4 DOOR AWD		DELIVERY DATE 04/05/10	DELIVERY TAKEN
	VEHICLE TAG 1 L N H L 9 F T 7 A G [redacted]		SELLING DEALER NO	PROTECTION DATE
	F.T.C. NO	R.O. NO	R.O. DATE 07/27/10	
[redacted]				MILEAGE OUT

JOB# 1 CHARGES

LABOR
J# 1 10L12 DRIVEABILITY HOURS: 1.90 TECH(S):679 WARRANTY

CUSTOMER STATES WHEN MOVING FROM A COMPLETE STOP, VEHICLE IS SLOW TO ACCELERATE AND HARSH TO ENGAGE
TEST EEC. GO TO SEC DZ1 GO TO DZ7. DISCONNECT FRONT EGO SENSOR. CK. VOLTAGE HAS 12 VOLTS GO TO DZ8. REM COWL PANELS TO ACCESS PCM CONNECTOR TO CK. RESISTANCE NONE GO TO DZ9 CHECK FOR SHORT IN HARNESS. NONE. GO TO DZ10 CK. RESISTANCE OF EGO SENSOR 60 OHMS GO TO DZ11. CK. EGO SENSOR FOR SHORT TO GROUND. OK NONE GO TO DZ29 DISCONNECT PCM CONNECTORS INSPECT NEC PINS REPAIR CONNECTION AT PCM CONNECTOR.
RETEST & ROAD TEST OK NOW

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2*70L1Z03 RENTAL TAP HOURS: TECH(S):679 WARRANTY

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

TECHNICIAN CERTIFICATION
679 CHUCK GOBART M-110859

TOTALS

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 02:52pm

SERVICE INVOICE

STAR LINCOLN-MERCURY, Inc.
24350 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4900

FACILITY REGISTRATION NUMBER F-101398

CUSTOMER NO. 24433	ADVISOR PATRICK BRADWELL 24502	ENG NO. 8707	INVOICE DATE 09/14/10	INVOICE NO. LICS118255
[redacted]	LABOR RATE 75.00 LICENSE NO. [redacted]	MILEAGE 7,949	SOLD CINNAMON ME	STOCK NO. 606013
WEST BLOOMFIELD, MI [redacted]	YEAR / MAKE / MODEL 10/LINCOLN/MKS/4 DOOR AWD		DELIVERY DATE 04/05/10	DELIVERY MILES
	VEHICLE IDENT 1 L N H L 9 F T 7 A G [redacted]		PRELIMINARY DESIGN NO.	PRODUCTION DATE
	F.T.N. NO.	P.O. NO.	R.O. DATE 08/16/10	
[redacted]				MILEAGE OUT

JOB# 1 CHARGES

LABOR
J# 1 09LIZ01 ENGINE CONCERN HOURS: 0.70 TECH(S):679 WARRANTY
CUSTOMER STATES ENGINE STALLS, AT SLOW SPEEDS AND AT SPEEDS
GREATER THAN 60MPH. NO PROBLEM STARTING BACKUP
ROAD TEST FOR MANY DAYS TO VERIFY CONCERN
MONITOR PIDS TP1 & TP2 & ETC ACTUAL & DESIRED
WHILE ON IDS TEST DRIVE HAD CAR IDLE DROP BELOW
SPECIFACATION COUPLE TIMES WITH ADVISOR DRIVING
NEVER ABLE TO CAPURE DATA TRY TO RECREATE BUT
NOT ABLE TO ALL THIS TIME TECH NOT ABLE TO VERIFY STALLING

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2+70LIZ03 RENTAL TAP HOURS: TECH(S):679 WARRANTY

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

TECHNICIAN CERTIFICATION
679 CHUCK GOBART N-110889

TOTALS

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.D....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	0.00

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 02:52pm

SERVICE INVOICE

PE13-003 001557LCPV

[redacted]

LINCOLN-MERCURY, Inc.
24500 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4000

FACILITY REGISTRATION NUMBER B-101853

24433	PATRICK BRADWELL 24502	4304	11/19/10	LICS120315
[redacted]	75.00 [redacted]	12,849	CINNAMON MB	506013
WEST BLOOMFIELD, MI [redacted]	10/LINCOLN/MKS/4 DOOR AWD		04/05/10	
	2LNHL9FT7AG[redacted]			
			11/17/10	
[redacted]				

JOB# 1 CHARGES

LABOR

JOB# 1 LOUIS DRIVEABILITY

CUSTOMER STATES LACK OF ACCELERATION WHEN TRYING TO MERGE ONTO FREEWAY. REVERSE LIGHT HAS BEEN ON WHEN GOING FORWARD REVERSE LIGHTS ON IN DRIVE AT TIMES FOLLOWED TSB 10-27-4 OK. RESISTANCE AFTER REMOVING DOWNSTOP CIRC AT TRANSMISSION SOLENOID BODY MAIN CONNECTOR WITH SHIFTER IN LOW GEAR FROM PIN 8 AND 4, PIN 8 AND 5, PIN 8 AND 7. ALL HAD LESS THAN 5 OHMS RESISTANCE PINS 8 AND 6 HAD 8-10 OHMS. REMOVED MAIN CONTROL AND COVER SOLENOID BODY ASSEMBLY AND INSTALL NEW TRANS RANGE SENSOR AND RETAINING PIN. CLEARED DTCS NO FAULTS PRESENT AT THIS TIME TRANSMISSION FUNCTIONS NORMALLY AFTER TOPPING OFF FLUID WITH MERCON LV.

PARTS	QTY	PART NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	[illegible]	SENSOR [illegible]			WARRANTY
	1	7T4Z-7E210-A	PIN - R 251298			WARRANTY
	2	XT-10-QLVC	OIL - A 487782			WARRANTY
			TOTAL - PARTS			0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

JOB# 2 [illegible] POWER [illegible] WARRANTY

CUSTOMER STATES FRONT PARKING SENSORS GO OFF WHEN DRIVING WITH NO OBJECTS IN FRONT OF VEHICLE
FUNCTION CHECK OPERATION PARKING UP
NO DTCS PRESENT
NO PROBLEM FOUND AT THIS TIME

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

JOB# 3 POLITZKI RENTAL [illegible] WARRANTY

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX LICS JOB# 3 TOTAL 0.00

COMMENTS
WAIT

TECHNICIAN CERTIFICATION

PAGER	SERVICE DIRECTOR	MANAGER
888	DOUGLAS BEAUDRY	[illegible]

PAGE 1 OF 2 CUSTOMER COPY (CONTINUED ON NEXT PAGE) 04/10/01

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

[redacted]

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CUSTOMER SIGNATURE
X

WORK HAS BEEN COMPLETED & CHECKED BY
X

SERVICE INVOICE

[redacted]

LINCOLN-MERCURY, Inc.
24350 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) 354-4800

FACILITY REGISTRATION NUMBER F-101899

CUSTOMER NO. 24433	ADVISOR PATRICK BRADWELL 24302	TAG NO. 4304	INVOICE DATE 11/18/10	INVOICE NO. LIC0120318
[redacted]	LABOR RATE 75.00 [redacted]	MILEAGE 12,849	COLOR CINNAMON ME	STOCK NO. 606013
WEST BLOOMFIELD, MI [redacted]	YEAR/MAKE/MODEL 10/LINCOLN/MKS/4 DOOR AWD		DELIVERY DATE 04/05/10	DELIVERY MILES
	VEHICLE I.D. NO. 1 L N H L 9 F T 7 A G [redacted]		PRODUCTION NO.	PRODUCTION DATE
	R.O. NO.		R.O. DATE 11/17/10	
[redacted]	TELEPHONE			PROMISE OUT

TOTALS

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER EXPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.A....	0.00
TOTAL MISC. CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!

CUSTOMER SIGNATURE

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

[redacted]

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CUSTOMER SIGNATURE

X

REPAIRS PROPERLY COMPLETED & CHECKED BY

X

 CUSTOMER COPY [END OF INVOICE]

SERVICE INVOICE

[redacted]

LINCOLN-MERCURY, Inc.
24950 Twelve Mile Road - P.O. Box 2142
SOUTHFIELD, MICHIGAN 48037
Phone (248) [redacted]

RECOMMENDED SERVICES

FACILITY REGISTRATION NUMBER F-101[redacted]

01LIZ012	12000 MILE SERVICE	MI	0.00	00LIZ020	THE WORKS PACKAGE	MI	0.00

SERVICE HISTORY

08/18/10	116155	7949	24502	879	W	08LIZ01	ENGINE CONCERN
07/27/10	117905	6493	24502	879	W	70LIZ03	RENTAL TAP
				879	W	70LIZ	DRIVEABILITY
				879	W	70LIZ05	RENTAL TAP

SALESPERSON NO.

S E R V I C E

STATE REG# F101393

VEHICLE I.D. NO. 1LNHL9FT7A[redacted]	MODEL DESCRIPTION 10/LINCOLN/MKS/4 DOOR AWD		PRODUCTION DATE	STOCK NO. 608013	LICENSE 4KGF55	R.O. NO. 120315
[redacted]	CUSTOMER NO. 24433	SERVICE CONTRACT	SERVICE DATE 04/05/10	DELIVERY DATE	DELIVERY MILES	R.O. DATE 11/17/10
WEST BLOOMFIELD, MI [redacted]	COLOR CINNAMON MET/BLAC					TAG NO. 4304
	TOWED LIZZ	AIR COND. Y	R.O. Y	TRANS A	MILEAGE 12,849	VIN NO. 24502
						ADVISOR PATRICK BRAMWELL

HOME PHONE [redacted] BUSINESS PHONE

CALL WHEN READY

TIME RECEIVED 08:12am DELIVERY PROMISED 11/19/10 01:00pm PRIORITY 2

APPOINTMENT

LABOR HRS 75.00

* SUPPLIES - A TOKEN CHARGE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. INCIDENTAL SUPPLY ITEMS ARE: NUTS, BOLTS, WASHERS, TAPE, RING, AND MINOR SHOP SUPPLIES, SOLVENT, RAGS, CARBURETOR CLEANER, TOOTHPICKS, BATTERY CLEANER, WIRE, ETC. AND DISPOSAL OF HAZARDOUS WASTE MATERIALS.

STORAGE CHARGE OF $7.00 PER DAY WILL BE CHARGED 48 HRS. AFTER WORK IS COMPLETED.

ALL WORK TERMINATED WILL BE CHARGED UNDER INDICATED STATUTORY.

SIGN

RETURN PROPERLY COMPLETED & CHECKED OUT

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X

COMMENTS:
WAIT

1 W 10/12 [redacted]
CUSTOMER STATES LACK OF ACCELERATION WHEN TRYING TO MERGE ONTO FREEWAY, REVERSE LIGHT HAS BEEN ON WHEN GOING FORWARD

2 W 02/12/10 [redacted]
CUSTOMER STATES FRONT PARKING SENSORS GO OFF WHEN DRIVING WITH NO OBJECT IMMEDIATELY IN FRONT

REVISED ESTIMATE (1) | DATE | TIME | BY
REVISED ESTIMATE (2)
REVISED ESTIMATE (3)

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GIVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES.

X

EXCLUSION OF WARRANTIES

DATE SIGNED X

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act.

X

THE ONLY WARRANTIES ATTACHED TO THE PARTS AND THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLER CANNOT VERBALLY SUPERSEDE ORIGINAL AND WARRANTIES. OTHER PARTIES OR WRITING DESCRIBES ANY EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY REPAIRER OR SELLER NOR AUTHORIZED ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS CARTON. NEITHER THE REPAIRER NOR THE SELLER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO BODY, TRUCK OR OTHER PARTS, NOR FOR ANY LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR ANY OTHER INCIDENTAL DAMAGES.

120315

PAGE 1 OF 1

SERVICE WORK ORDER CUSTOMER COPY

IN 05:49PM 7/28/10
OUT 05:09PM 7/27/10
CALENDAR DAY

ENTERPRISE LEASING COMPANY OF DETROIT, LLC
29310 TELEGRAPH RD 248-352-3560
SOUTHFIELD MI 48034-1341 2011
RENTAL TYPE D SOURCE F21910 - 999

RENTAL AGREEMENT
D524630
PAGE 1 OF 1

UNIT 1
UNIT # 7C0CRG
LIC# [redacted]
MODEL TWNC
COLOR BLACK
IN 17100
OUT 16928
V# 2LNBL8CV8AX[redacted]

RENTER
[redacted]
WEST BLOOMFIELD MI [redacted]
LOCAL:
(H) [redacted]

SUMMARY OF CHARGES
DAY = CALENDAR DAY
MILES
NO CHARGE

2 DAYS @ 33.01 66.04

DR. LICENSE XXXXXXXXX[redacted]
STATE MI EXPIRE 2/25/11
DOB [redacted] HT WT
EYES HAIR
S.S.#
EMPLOYER
SUMIER

BILL TO Y CUST # F21910
STAR LINCOLN MERCURY
ATTN: UNKNOWN**
24350 12 MILE RD.
SOUTHFIELD MI
248-354-4900 48037

VLF REC 1.30
MITAX 5.00 4.04

ADDITIONAL DRIVER
NO OTHER DRIVER PERMITTED

CLAIM INFO
POL/CLAIM/PO#

PERMISSION TO LEAVE STATE
YES X NO

RO 117765
INSURED

STATES MI ONLY
CUSTOMER SIGNATURE ON FILE

TOTAL CHARGES 71.38

DEPOSITS
REFUND

PAYMENT INFORMATION
AMOUNT PD.BY TYPE DATE AUTH

LOSS DATE
THEFT ACCIDENT

CLOSED TICKET PAYMENT INFO
71.38 CHECK SALE 9/30/10

TYPE CAR

BILL TO CUST F21910 71.38

SHOP
PHONE
NAME

OPENED BY #308JG
CLOSED BY #7979J KYLE R WILDERN

CLOSED TICKET PAYMENT INFO
CLOSED TICKET PAYMENT INFO

enterprise

IN 03:04PM 8/25/10
OUT 02:54PM 8/26/10

ENTERPRISE LEASING COMPANY OF DETROIT, LLC
29310 TELEGRAPH RD 248-352-3560
SOUTHFIELD MI 48034-1341 2011

RENTAL AGREEMENT
D525123
PAGE 1 OF 1

CALENDAR DAY RENTAL TYPE D SOURCE F21910 - 065

UNIT 1
UNIT # 7C0CRQ
LIC# [redacted]
MODEL TWNC
COLOR BLACK
IN 18468
OUT 18060
V# 2LNELSQV8AX[redacted]
UNIT [redacted]
UNIT [redacted]
[redacted]
MODEL EXPL
COLOR RED DK
IN 22321
OUT 22190
V# 1FMEU7DE5A[redacted]

RENTER
[redacted]
WEST BLOOMFIELD MI [redacted]-
LOCAL:
(H) [redacted]

DR. LICENSE XXXXXXXXX[redacted]
STATE MI EXPIRE 2/25/11
DOB [redacted] HT WT
EYES HAIR
S.S.#
EMPLOYER
SELF

BILL TO Y CUST # F21910
STAR LINCOLN MERCURY
ATTN: UNKNOWN**
24350 12 MILE RD.
SOUTHFIELD MI
248-354-4900 48037

SUMMARY OF CHARGES
DAY - CALENDAR DAY
MILES
NO CHARGE

10 DAYS @ 32.98 329.82

VLF REC 6.80
MITAX 6.00 20.18

ADDITIONAL DRIVER
NONE

CLAIM INFO
POL/CLAIM/PO#

[redacted]
INSURED

LOSS DATE
THEFT ACCIDENT

TYPE CAR

SHOP
PHONE
NAME

PERMISSION TO LEAVE STATE
YES X NO

STATES MI ONLY
CUSTOMER SIGNATURE ON FILE

PAYMENT INFORMATION
AMOUNT PD.BY TYPE DATE AUTH

CLOSED TICKET PAYMENT INFO
356.50 CHECK SALE 9/30/10

CLOSED TICKET PAYMENT INFO
CLOSED TICKET PAYMENT INFO

TOTAL CHARGES 356.50

DEPOSITS
REFUND

BILL TO CUST F21910 356.50

OPENED BY #797FJ KYLE R WILDERN
CLOSED BY #5910V ABBY M HAGLAND

IN 05:17PM 9/17/10
OUT 02:28PM 9/02/10
24-HOUR DAY

ENTERPRISE LEASING COMPANY OF DETROIT, LLC
29310 TELEGRAPH RD 248-352-3560
SOUTHFIELD MI 48034-1341 2011
RENTAL TYPE D SOURCE F21910 - 112

RENTAL AGREEMENT
D525528
PAGE 1 OF 1

UNIT 1
UNIT #[redacted]
[redacted]
MODEL TWNC
COLOR BLACK
IN 129
OUT 98
V# 2LNBL8CV7B[redacted]

RENTER
[redacted]
W. BLOOMFIELD MI [redacted]
LOCAL:
(H) [redacted]

SUMMARY OF CHARGES
DAY = 24 HOUR PERIOD
MILES
NO CHARGE

15 DAYS @ 32.98 494.73

UNIT 2
UNIT # [redacted]
LIC# [redacted]
MODEL FOCU
COLOR GRAY MED
IN 31485
OUT 31295
V# 1FAHP3GN9A[redacted]

DR. LICENSE XXXXXXXX[redacted]
STATE MI EXPIRE 8/25/11
DOB [redacted] HT WT
EYES HAIR
S.S.#
EMPLOYER

BILL TO Y CUST # F21910
STAR LINCOLN MERCURY
ATTN: DAMON**
24350 12 MILE RD.
SOUTHFIELD MI
248-354-4900 48037

VLF REC 9.75
MITAX 6.00 30.27

ADDITIONAL DRIVER
NONE

CLAIM INFO
POL/CLAIM/POS

PERMISSION TO LEAVE STATE
YES NO X

RO[redacted]
INSURED
SHARMA* ALLEN*

CUSTOMER SIGNATURE ON FILE

PAYMENT INFORMATION
AMOUNT PD.BY TYPE DATE AUTH

LOSS DATE
THEFT ACCIDENT I

TYPE CAR

TOTAL CHARGES 534.75

DEPOSITS
REFUND

BILL TO CUST F21910 534.75

SHOP STAR LINCOLN
PHONE 248-354-4900
NAME

CLOSED TICKET PAYMENT INFO
CLOSED TICKET PAYMENT INFO

OPENED BY #725DX CHRISTOPHER J DAW
CLOSED BY #413GR MATTHEW B FITCH

enterprise

Enterprise

MO 8:00 AM - 6:00 PM TU 8:00 AM - 6:00 PM WE 8:00 AM - 6:00 PM
TH 8:00 AM - 6:00 PM FR 8:00 AM - 6:00 PM SA 9:00 AM - 12:00 PM
SU CLOSED

OWNER OF VEHICLE: MICHIGAN
BRANCH ADDRESS: 25910 TELEGRAPH RD, SOUTHFIELD, MI, 48034-1341 (248) 352-3560

Chris

#37155

RENTAL TYPE: DEALERSHIP SOURCE: STAR LINCO DA#: 045 [redacted] 96HBHX

11/17/2010 2:20 PM

[redacted]

DAY + 24 HOUR PERIOD

ORIGINAL VEHICLE

COLOR: GRAY LICENSE NO.: CRG7169
MODEL: GMC ECARD: 7653DR
MILEAGE IN: OUT: 7057

DRIVEN

BILL TO: COMPANY: STAR LINCOLN MERCURY
ATTN: UNKNOWN PHONE: (248) 354-4900
RATE: NO 12315 $35.00/DAY

ADDITIONAL AUTHORIZED DRIVER(S) - EXCEPT AS REQUIRED BY LAW, ONLY AUTHORIZED DRIVERS MAY DRIVE. RENTER/OWNER PERMISSION TO ALLOW: NO OTHER DRIVERS PERMITTED.

[redacted]

NO DAMAGE

No Gasoline Refunds

POSSESSION AND USE OF RENTAL VEHICLE ONLY IN THE STATE OF RENTAL AND THE FOLLOWING STATE(S):

MI ONLY

OPERATION IN ANY OTHER STATE OR COUNTRY WILL AFFECT YOUR LIABILITY AND RIGHTS UNDER THIS AGREEMENT.

TIONAL PRODUCTS NOTICE: OFFER FOR AN ADDITIONAL ARGE THE FOLLOWING OPTIONAL ODUCTS: DAMAGE WAIVER; RSONAL ACCIDENT INSURANCE; IDSIDE ASSISTANCE; OTECTION AND SUPPLEMENTAL BILITY PROTECTION. BEFORE CIDING WHETHER TO PURCHASE Y WISH TO DETERMINE WHETH- YOUR PERSONAL INSURANCE CREDIT CARD PROVIDES YOU VERAGE DURING THE RENTAL RIOD. THE PURCHASE OF ANY THESE OPTIONAL PRODUCTS IS T REQUIRED TO RENT VEHICLE.

RENTER DECLINES OPTIONAL DAMAGE WAIVER (DW) AND ASSUMES DAMAGE RESPONSIBILITY. SEE PAGE 3, PARAGRAPH 8. RENTER: X Decline DW

RENTER ADDS OPTIONAL DAMAGE WAIVER (DW) AT ONLY $35 SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 18. DW IS NOT INSURANCE. RENTER: X Accepts DW

RENTER DECLINES OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI). SEE PAGE 3, PARAGRAPH 9. RENTER: X Decline PAI

RENTER ADDS OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI) AT PRICE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 10. RENTER: X Accepts PAI

LIABILITY PROTECTION (LIP). SEE PAGE 3, PARAGRAPH 7. RENTER: X Decline LIP

LIABILITY PROTECTION (LIP) AT PRICE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 11. RENTER: X Accepts LIP

[redacted]

REPLACEMENT VEHICLE

COLOR: LICENSE NO.:
MODEL: ECARD:
MILEAGE IN: OUT:
DRIVEN

[redacted] DATE: 11/17/2010
[redacted] MPG: E7SDX

DATE	TIME	AMOUNT	PAID BY
11/19/2010		$50.00	XXXXXXXXXXXX7268 11/17/2010

ADDITIONAL INFORMATION

NO DAMAGE

No Gasoline Refunds

SECTION 257.401 OF THE MICHIGAN COMPILED LAWS PROVIDES THAT THE RENTAL VEHICLE OWNER (ENTERPRISE) IS LIABLE ONLY UP TO $20,000 BECAUSE OF BODILY INJURY OR DEATH TO ONE PERSON IN ANY ONE ACCIDENT AND $40,000 BECAUSE OF BODILY INJURY OR DEATH TO TWO OR MORE PERSONS IN ANY ONE ACCIDENT, AND ONLY IF THE RENTED VEHICLE IS OPERATED BY THE RENTER, OTHER AUTHORIZED DRIVER, OR BY THE RENTER'S SPOUSE, FATHER, MOTHER, BROTHER, SISTER, SON, DAUGHTER, OR OTHER IMMEDIATE FAMILY MEMBER. AND THEN THE RENTER MAY BE LIABLE TO THE OWNER UP TO THOSE AMOUNTS AND TO AN INJURED PERSON FOR AMOUNTS AWARDED IN EXCESS OF THOSE AMOUNTS.

[redacted]	$35.00/DAY
NO OTHER DRIVERS PERMITTED	
[redacted]	
YOUNG DRIVER WAIVED	
$13.99/DAY	
$2.00/DAY	
$9.97/DAY	
FUEL CHARGE $3.89/GALLON	
MI SALES TAX 6.00%	
VLF REC $0.25/DAY	
TOTAL CHARGES	
DEPOSITS	
REFUNDS	
[redacted]	

CLOSED BY

PAID BY	CASH	CHECK	CHARGE
PROOF OF OWN REFUND	DATE	AMOUNT	RECEIVED BY

IT IS AN AFFILIATE OF ENTERPRISE HOLDINGS INC. WHICH OWNS ALL RIGHTS TO ENTERPRISE NAMES AND MARKS.

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10A.09 10A.09

Hotline Assistance Request

VIN: 1LNHL9FT7AG[redacted]
Vehicle: 2010 MKS
RO Number: 118255
Contact ID: 104006742
Request Date: 08-30-2010
Technician: Adam Ramsey

Request Form Details:

Description of vehicle concern:
customer states engine stops running at speed in excess of 50 mph and at idle. more at highway speeds. when engine stalls and customer comes to stop vehicle starts again with no issue.

Diagnostics performed:
we have test drove this car for more than 500 miles monitoring pids. no codes, no fluctuations in pids from normal that we have seen. check fuel pressure ok, check TR sensor pids show ok.
Parts replaced:
none

Question: Please list any pertinent Freeze Frame data
Answer: none

Question: Please list any vehicle modifications, or type none.
Answer: none

Tech's question:
this car obviously has a serious issue that is going to kill someone or lose a customer. i contacted hotline before and they said to check TR sensor everything seems ok with that. why else would this car stall with no codes and no problems after the stalling event.

Hotline response:
Adam, the only known concerns for stalling are related to the TR sensor and ETB. The ETB normally is a decell or idle stall. Duplication will be necessary to obtain PID data for direction. Please contact the Technical Hotline to review this concern in more detail if desired. Use CONTACTID 104006742

Additional comments or diagnostic info

You have 950 characters remaining for your response...

Add Comments

Print date: 11/1/2010 4:45:59 PM

Print this page

Call Log:
Calls to hotline for this vehicle:

8/30/2010 5:03:00 PM - Tech said:
Note that the service adviser performed a road test and did notice the RPM dropped low but did not stall.
8/30/2010 5:03:00 PM - Hotline recommended:
Adam,
Advise to install a IDS or VDR and perform a road and attempt to duplicate the concern and get a recording of the alleged event.

Print date: 11/1/2010 4:45:17 PM

Print this page

Hotline Assistance Request

VIN: 1LNHL9FT7A[redacted]
Vehicle: 2010 MKS
RO Number: 118255
Contact ID: 104006793
Request Date: 08-30-2010
Technician: Adam Ramsey

Request Form Details:

Description of vehicle concern:
vehicle stalls at cruise speed in excess of 50 mph. starts back up with no problem. has also stalled at low speeds under 10 mph.

Diagnostics performed:
test drove over 500 miles monitoring pids. check fuel pressure ok. monitor TR sensor ok.
Parts replaced:
none

Question: Please list any pertinent Freeze Frame data
Answer:

Question: Please list any vehicle modifications, or type none.
Answer: none

Tech's question:
what could cause this car to stall and have no codes.this car comes back a day later everytime we release it with customer stating it still stalls. hotline said to monitor TR pids. all ok. this customer is about to start some legal issues. so I guess im asking for any known issues with ecoboost engines stalling. if you cant help its falling into fse hands and you can deal with this. please help or give me ok to just start changing parts.

Hotline response:
Adam,
A representative from the Technical Hotline will contact you with in 5 minutes to review this concern in greater detail.

Additional comments or diagnostic info

You have 950 characters remaining for your response...

Add Comments

there could be a failure within specification and a code would not be set. For instance, if the trans is actually in D and the TR sensor thinks it is in N, that would be a valid reading and therefore a code would not be set.

Additional comments or diagnostic info

You have 950 characters remaining for your response...

Add Comments

Print date: 11/1/2010 4:44:59 PM

Print this page

Hotline Assistance Request

VIN: 1LNHL9FT7AG[redacted]
Vehicle: 2010 MKS
RO Number: 118255
Contact ID: 104026143
Request Date: 09-08-2010
Technician: Adam Ramsey

Request Form Details:

Description of vehicle concern:
customer states vehicle stall at hhigh speeds and at low sppeds

Diagnostics performed:
monitor pids test drove a lot
Parts replaced:
none

Question: Please list any pertinent Freeze Frame data
Answer: throttle body at idle went to zero percent before coming back to normal

Question: Please list any vehicle modifications, or type none.
Answer:

Tech's question:
I have freeze frame data I need to have you look at. with vehicle at idle in park throttle body went to zero percent and engine jerked and then came back to nrmal idle. etb in my eyes went way out of value. how do i send you freeze frame data showing this concern taking place?

Hotline response:
Adam,
1. With the vehicle session started, click on the IDS icon at the top left of the screen
2. Click on the Utilities tab (utility knife) at the bottom of the screen
a. Select "Update/Special Functions" and hit the check (tick) mark
b. Enter "23761" in the box provided and hit the tick
3. Select "ETC Freeze Frame Data" and then "Get ETC Freeze Frame" and hit the tick
a. After the data has been retrieved, hit the check mark
b. Select the save tab at the top of the screen saving the data to C-Drive (C:\)
4. Email the file to LNEWSOM@FORD.COM, RABERCR4@FORD.COM; please include your name, telephone number, and this contact ID # 104026143 in the body of the email message
a. The file will be named "C:\(1LNHL9FT7AG[redacted])_ETC Data.txt"
You will be contacted by telephone so that a Technical Hotline Service Engineer can discuss the findings from the ETC Freeze Frame Data

Additional comments or diagnostic info

You have 950 characters remaining for your response...

Hotline Assistance Request

VIN: 1LNHL9FT7AG[redacted]
Vehicle: 2010 MKS
RO Number: 118255
Contact ID: 103975516
Request Date: 08-17-2010
Technician: Adam Ramsey

Request Form Details:

Description of vehicle concern:
customer states engine stalls at low speeds and at cruising speeds of over 55 mph. vehicle starts back up with no concern present. this problem is an intermittant concern that has slowly been happening more often to customer.

Diagnostics performed:
test drove to try and verify concern. eec test monitor pids all ok and in range. update pcm to current calibration.
Parts replaced:
none

Question: Please list any pertinent Freeze Frame data
Answer: cant capture anything

Question: Please list any vehicle modifications, or type none.
Answer: none

Tech's question:
we have drove this car over a hundred miles and had no problem as soon as we give it back to the customer he calls a day later and says it stalls again. now the question I have is can this be a RFI type situation due to the fact we can not re- create the concern. also if that is or is not the issue what other part failure could possibly cause stalling with no codes and start back up with no issues.this is not the first car we have had doing this and it is not a good scenario for a car with 8000 miles on it. please help

Hotline response:
Hi Adam, if the complaint cannot be duplicated suggest to verify fuel pressure, check the evap system for signs of liquid contamination. Monitor Transmission range sensor. The Hotline has has a few reports for erratic Transmission Range sensor reading causing the engine to stall at idle and slow speeds. If no problems are found suggest to hook up a VDR to get a recording if possible.

Additional Diag/Comments

Comment from: technician **Comment Date:** 8/17/2010 4:38:55 PM
what am i looking for on tr sensor pids. and a tr sensor should set dtc right.

Comment from: Hotline **Comment Date:** 8/17/2010 4:48:50 PM
"what am i looking for on tr sensor pids." - Monitor TR, TR1, TR2, TR3, TR4, refer to WSM section 307-01, PPT D. Also refer to SSM 21227 it still applies, even though this vehicle's build date may be outside of the build date listed in the SSM.

"a tr sensor should set dtc right." - No. If the TR sensor inaccurately reads transmission range,

Add Comments

Call Log:
Calls to hotline for this vehicle:

9/9/2010 10:19:00 AM - Tech said:
Called dealer. Tech states that he verified a hesitation at one time and the ETC pids indicated abnormal readings, tech to upload recordings to the Hotline for review. Tech has check the vehicle several times for codes and none were present. Customer complaint may mis-interpereted due to a language barrier.
9/9/2010 10:19:00 AM - Hotline recommended:
Discussed TR sensor and knock sensor harness concerns. Advised tech to upload recordings for review.

9/14/2010 9:58:00 AM - Tech said:
Called dealer. Dealer has released vehicle to the customer. After recordings were gathered, the IDS screen was damaged. The IDS is being repaired and the tech is to send the recordings when they become available.
9/14/2010 9:58:00 AM - Hotline recommended:
Advised tech to update this form or call when recordings are uploaded or if any other technical assistance is required.

Print date: 11/1/2010 4:42:43 PM

Print this page

BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Michigan

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

AGE/MILEAGE REQUIREMENTS

Claims seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

ELIGIBLE VEHICLES

Claims may be filed for Ford, Lincoln, and Mercury cars and light trucks that are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;

PE13-003 001572LCPV

- Currently registered in Michigan; and
- Purchased or leased in the United States and normally operated in the United States.

The following vehicles are **not eligible** for BBB AUTO LINE:

- F-450, F-550, and F-650 pick-up trucks.
- Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

- Repairs.
- A Ford Extended Service Plan for the customer's current vehicle.
- Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- Repurchase of the vehicle.
- Replacement of the vehicle **only** if it was purchased or leased *new*.

REPAIRS/REIMBURSEMENT FOR REPAIRS

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

REPURCHASE/REPLACEMENT

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and

- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and

- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

PE13-003 001573LCPV

If the arbitrator finds that the claim meets these conditions, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

- **Repurchase** – If the vehicle was **purchased**, Ford will refund the actual amount that the customer paid for the vehicle (not including any modifications or additions after the vehicle's purchase or lease), including finance charges, less a reasonable allowance for use. If the vehicle was **leased**, Ford will refund to the customer payments made to the lending institution or lessor plus net trade-in and cash down payment (not including rebates, if any), less a reasonable allowance for use. For both **purchased** and **leased** vehicles, Ford will also provide the pay-off amount to the lienholder or lessor in accordance with the financing or lease agreement.

  If the vehicle being repurchased is covered by a Ford Extended Service Plan that the customer purchased, that plan will be cancelled and its pro-rated cost refunded. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

  Ford will also refund sales tax, original license fees, original registration fees, and reasonable towing and rental costs directly incurred because of the claimed defect.

- **Replacement of a vehicle purchased or leased new** – The customer will select a new vehicle from dealer inventory that is from the same model year as, and substantially identical to, the vehicle being replaced (not including any modifications or additions after the vehicle's purchase or lease). Ford will reimburse the customer for fees for transfer of registration, sales taxes, and other charges or fees incurred as a result of the replacement, and reasonable towing and rental costs directly incurred because of the claimed defect.

  If the customer selects a vehicle that has different equipment options, the customer will incur the cost of upgraded equipment.

  If a replacement vehicle of the same vehicle model or from the same model year as the current vehicle is not available, the customer may select a different model or model year vehicle but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the vehicle being replaced and the M.S.R.P. of the new replacement vehicle.

  If the vehicle being replaced is covered by a Ford Extended Service Plan that the customer purchased, Ford will provide the customer with the most nearly equivalent Ford Extended Service Plan available for the replacement vehicle at no cost to the customer. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

PE13-003 001574LCPV

Important: Replacement is not an available remedy if the current vehicle was purchased used.

Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator awards a **replacement**, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100{,}000} \times \text{purchase price}$$

- If the arbitrator awards a **repurchase**, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100{,}000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

PE13-003 001575LCPV

CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  (1) maintenance and wear items not covered by the Warranty;
  (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford Motor Co.
- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

PE13-003 001576LCPV

MICHIGAN

MOTOR VEHICLE LEASE AGREEMENT

DATE 04/05/2010

1-800-727-7000

Ford Credit

www.fordcredit.com

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)

[redacted]
WEST BLOOMFIELD MI [redacted]
OAKLAND [redacted]

LESSOR (Name and Address)

STAR LINCOLN- MERCURY, INC.
24350 W. 12 MILE RD.
SOUTHFIELD MI 48034

"**Finance Company**" is FORD MOTOR CREDIT COMPANY. The "**Holder**" is [redacted] and its assigns. By signing "**You**" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."
If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	280	2010 LINCOLN MKS	1LNHL9FT7AG[redacted]	PERSONAL

1. Amount Due At Lease Signing or Delivery (Itemized Below) *
$ 4550.00

2. Payments

(a) Monthly Payments

Your first monthly payment of $ 515.67 is due on 04/05/10, followed by 23 payments of $ 515.67 due on the 5th day of each month. The total of Your monthly payments is $ 12376.08.

(b) Advance Payment

Your Payment of $ N/A is due on N/A. The total of Your payment is $ N/A.

3. Other Charges (not part of Your monthly payment)

Disposition fee (if You do not purchase the Vehicle) $ N/A

N/A N/A

Total $ N/A

4. Total of Payments (The amount You will have paid by the end of the lease)
$ 16410.41

5. Itemization of Amount Due At Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	$ 3474.90
b. First monthly payment	515.67
c. Advance payment	N/A
d. Refundable security deposit	N/A
e. Title fees	15.00
f. Registration fees	231.00
g. Acquisition fee	N/A
h. TAX ON CAP RED/UPFRONT TAXES	814.43
i. N/A	N/A
j. DOC FEE	75.00
k. N/A	N/A
l. ELEC FILING FEE	24.00
m. N/A	N/A
Total	$ 4550.00

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	$ N/A
b. Rebates and noncash credits	1550.00
c. Amount to be paid in cash	3000.00
d.	N/A
Total	$ 4550.00

7. Your payment is determined as shown below

a. **Gross capitalized cost.** The agreed upon value of the Vehicle ($ 48589.16) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (Itemized below - Item 19) **	$	49184.16
b. **Capitalized cost reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	−	3474.90
c. **Adjusted capitalized cost.** The amount used in calculating Your base payment	=	45709.26
d. **Residual value.** The value of the Vehicle at the end of the lease used in calculating Your base payment	−	34432.00
e. **Depreciation and any amortized amounts.** The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	=	11277.26
f. **Rent charge.** The amount charged in addition to the depreciation and any amortized amounts	+	398.26
g. **Total of base payments.** The depreciation and any amortized amounts plus the rent charge	=	11675.52
h. **Lease payments.** The number of payments in Your lease	÷	24
i. **Base payment**	=	486.48
j. Sales / Use tax	+	29.19

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of $0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than $1.00.

10. Purchase Option at End of Lease Term, $ 34932.00 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

12. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

☒ Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

☐ N/A

N/A

13. OFFICIAL FEES AND TAXES $ 1284.99.
The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a **maximum deductible** amount of **$1,000**; and (b) collision and upset insurance with a **maximum deductible** of **$1,000**; and (c) automobile liability insurance with **minimum limits** for bodily injury or death of $ 20000.00 for any one person and $ 40000.00 for any one accident, and $ 10000.00 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See item 24 on back)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

15. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance $ N/A (Initial Coverage) $ N/A (Premium) N/A (Insured(s))

N/A (Insurance Company)

Lessee: X Co-Lessee: X

b. Credit Disability Insurance $ N/A (Monthly Coverage) $ N/A (Premium) N/A (Insured(s))

N/A (Insurance Company)

Lessee: X Co-Lessee: X

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within **10 days** after it is due. The charge is **7.5%** of the full amount of the scheduled payment or **$50.00** whichever is less.

17. LESSOR SERVICES N/A
(See Item 22 on back) N/A

18. VEHICLE LOSS EARLY TERMINATION PAYOFF BALANCE AND INSURED CASH VALUE The early termination payoff balance (as determined by Finance Company under Items 29 and 35) may be different from the actual cash value of the Vehicle as determined by the insurer of the Vehicle.

YOUR LIABILITY UPON LOSS OR DESTRUCTION OF VEHICLE Unless You are eligible for the Gap Waiver (Item 35), if the early termination payoff balance is greater than the actual cash value of the Vehicle, You must pay the difference to Finance Company (as provided in Item 35).

Lessee: X [redacted] Co-Lessee: X

19. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
$ 48509.16	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ 595.00	+ $ N/A
N/A	N/A	N/A	N/A	N/A	N/A	**Total Gross Capitalized Cost**
+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	= $ 49184.16

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must [redacted] any.

Lessee: [redacted] By: X Title:

Co-Lessee [redacted] By: X 11/5/10 Title:

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in copy of this lease. You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

Lessee: [redacted] By: X Title:

STATE OF MICHIGAN

APPLICATION FOR MICHIGAN TITLE & REGISTRATION
STATEMENT OF VEHICLE SALE

DEPARTMENT OF STATE

DEAL # 37538

Purchase Date 04/05/2010 — Invoice/Stock No.

Delivery Date 04/05/2010 — Invoice/Stock No. 606013

Dealer STAR LINCOLN-MERCURY, Inc.

Address 24350 Twelve Mile Road P.O. Box 2142

City SOUTHFIELD

County	State	Zip Code
OAKLAND	MICHIGAN	48034

[redacted]	Sales Tax License	Phone Number
	B-38-1017459	(248) 354-4800

Vehicle Sold [XX] New [ ] Used [ ] Demo — Trade-In [ ] Yes [XX] No

Trade-In Year	Make	Vehicle No.

TEMPORARY VEHICLE REGISTRATION
USED TO TRANSFER PLATES
Expires 15 days after delivery date

Plate transferred from: Year Make

Vehicle No.	Plate No.	Temp. Expiration Date

VEHICLE USE AND HISTORY DISCLOSURE:

- [ ] POLICE VEHICLE
- [ ] GOVERNMENT VEHICLE
- [ ] TAXI
- [ ] VEHICLE HAS BEEN FLOOD-DAMAGED
- [ ] SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED
- [ ] _____

ODOMETER MILEAGE

The following section must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title and/or mileage statement.

280 NO TENTHS

[XX] actual mileage [ ] not actual mileage [ ] exceeds mechanical limits of odometer

I have selected and agree to pay the OPTIONAL $24 CVR electronic filing fee — Customer Initials

Factory Installed Accessories [ ] Factory List Affixed to Vehicle

Dealer Installed Accessories When Optional to Purchaser

REMARKS:

The Seller, STAR LINCOLN-MERCURY, Inc., hereby expressly disclaims all Warranties, either express or implied, including any implied Warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. This disclaimer by the Seller in no way affects the terms of the Manufacturer's Warranty.

Temporary Registration No. _____ Temporary Fee Charged [ ] Yes [ ] No

Salesperson JIMMY G

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

"I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE."

Alice Bono — Dealer's Signature — Title

Expires on Month	Day	Year	Months
2	25	2011	

[ ] NEW PLATE [ ] RENEWAL [ ] TRANSFER

Year	Make	Body Style	Code	County
2010	LINCOLN	4 DOOR AWD	1	63

Vehicle No. 1LNHL9FT7A[redacted] — Fee Category/Weight 47 — License Fee 231.00

Driver License No./PID of All Owners or Lessees [redacted]

2) OAKLAND

Title 15.00 — Title Late Fee N/A

Complete Names and Addresses of All Owners or Lessors [redacted] ATLANTA GA [redacted]

Tax N/A — Reg. Transfer Fee N/A

Complete Names and Addresses of All Owners or Lessees [redacted] WEST BLOOMFIELD MI [redacted]

Total - Transfer to #4 246.00 — Full Rights to Survivor [ ] Yes [XX] No

Insurance Company Citizens [redacted]

First Secured Interest HTD LEASING LLC — Filing Date 04/05/2010

Address P.O. BOX 105704

City-State Zip ATLANTA GA 30348-5704

1. PURCHASE PRICE OF VEHICLE (including Freight & Accessories)	48589.16
2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Temp. Reg. Fee, Etc.)	670.00
2. A. OPTIONAL $24 ELECTRONIC FILING FEE	24.00
3. TOTAL TAXABLE PRICE	49283.16
4. (Above total) SALES TAX - LICENSE - TITLE	246.00
5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)	N/A
6. TOTAL DELIVERED PRICE	49529.16
7. CASH ON DEPOSIT	N/A
8. CASH DUE ON DELIVERY	3474.90
9. TRADE-IN $ N/A	
10. LESS LIEN $ N/A	N/A
11. TOTAL DOWN PAYMENT	3474.90
12. UNPAID BALANCE TO BE FINANCED	46054.26
13. INSURANCE SURCHARGE*	N/A
14. TOTAL AMOUNT OF FINANCE CONTRACT	N/A

* TYPE OF INSURANCE
WARNING: This insurance is not PL/PD No Fault Insurance required by Michigan law.
[ ] CREDIT LIFE [ ] HEALTH & ACCIDENT
[X] GAP INSURANCE [ ] _____

PURCHASER WARNING: DO NOT SIGN BLANK FORM

I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for a re[redacted] suspended, revoked, or denied, as a repeat offender and I am eligible to purchase or register the vehicle. I further certify that if a tax exemption is sho[redacted]

04/05/10 Date — 04/05/10 Date

X Date — X Date

X Date — Purchaser's/Lessor's Signature(s) — X Date — Lessee's Signature(s)

PURCHASERS NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 60 DAYS, CONTACT A SECRETARY OF STATE OFFICE OR CALL (517) 322-1460

Authority created by P.A. 300 of 1949, as amended. The Revenue and Recreation Company

PE13-003 001579LCPV

October 5, 2010

Lincoln Customer Service
PO Box 6128
Dearborn, MI 48121

RE: 2010 Lincoln MKS
(VIN 1LNHL9FT7AG[redacted])

To Whom It May Concern,

I am writing to you in reference to my 2010 Lincoln MKS. I leased this vehicle at Star Lincoln-Mercury, Inc. in Southfield, Michigan on April 5, 2010. My vehicle has been back for service several times for engine type issues, including a hesitation/chugging while accelerating and stalling. Now the backup sensors came on for no reason and the a/c is inoperative. Also, the dealer has refused to give me the repair order from the last visit. Please consider this notice of your last chance to repair my vehicle. Please contact me to discuss this matter further and set up a date to repair my 2010 Lincoln MKS.

Sincerely,

[redacted]
West Bloomfield, MI[redacted]
[redacted]

Lease Mileage [redacted]formation

Lessee (and Co-Lessee) [redacted]

[redacted] WEST BLOOMFIELD MI [redacted] OAKLAND

Lessor - Name and Address
STAR LINCOLN- MERCURY, INC.
24350 W. 12 MILE RD.
SOUTHFIELD MI 48034

New	Mileage	Year/Make/Model	GVW if truck (lbs.)	Lease Term (mo.)
NEW	280	2010 LINCOLN MKS		24

Vehicle ID#

1LNHL9FT7AG[redacted]

Mileage Option Selection. This form is informational and is designed to help clarify one of the many options involved with leasing. You have reviewed all options and determined that the mileage allowance per year checked below best meets your driving needs.

- ☐ **10,500 miles per year**
- ☒ **12,000 miles per year**
- ☐ **13,500 miles per year** N/A
- ☐ **15,000 miles per year**
- ☐ **16,500 miles per year**
- ☐ **18,000 miles per year**
- ☐ **19,500 miles per year** **(Additional miles may have been purchased with this mileage option)**

The average miles driven per year on your previous vehicle was _____.

Lessee: [redacted] _____

[redacted] _____

FC-FL-PR-18864 Dec 05 Previous editions may NOT be used.

STAR LINCOLN- MERCURY, INC.

STAR LINCOLN MERCURY
24350 W. 12 MILE ROAD
SOUTHFIELD, MI 48034
248-354-4900

Merchant ID: 710006129
Term ID: 2010

Sale

VISA
XXXXXXXXXX[redacted]
Entry Method: S[illegible]
Approd: Online [illegible]
04/05/10 14:52:40

Invl#: 00606013 A[illegible] Code: 06748A

Total: $ 3,000.00

Customer [illegible]

THANK [illegible]

FordCredit

STATEMENT FOR 04/15/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
04/05/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
05/05/2010	Lease Payment Due	$486.48
05/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 05/15/2010 , please pay $554.35

FordCredit

STATEMENT FOR 05/16/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
05/07/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
06/05/2010	Lease Payment Due	$486.48
06/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 06/15/2010 , please pay $554.35

FordCredit

STATEMENT FOR 06/15/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
06/15/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
07/05/2010	Lease Payment Due	$486.48
07/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 07/15/2010 , please pay $554.35

FordCredit

STATEMENT FOR 07/16/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
07/06/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
08/05/2010	Lease Payment Due	$486.48
08/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 08/15/2010 , please pay $554.35

FordCredit

STATEMENT FOR 08/16/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
08/04/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
09/05/2010	Lease Payment Due	$486.48
09/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 09/15/2010 , please pay $554.35

FordCredit

STATEMENT FOR 09/15/2010

Account Number: [redacted]

Vehicle Description: 2010 Lincoln MKS

VIN: 1LNHL9FT7AG[redacted]

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
09/03/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
10/05/2010	Lease Payment Due	$486.48
10/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after 10/15/2010 , please pay $554.35

AMOUNT(S) DUE

Account Number: [redacted]

Payment Due Date: 10/05/2010

TOTAL AMOUNT DUE: $515.67

If payment received after 10/15/2010 , please pay $554.35

[redacted]

[redacted]

WEST BLOOMFIE MI [redacted]

Please make check payable to: Ford Credit

Mail payment to: Ford Credit

Department #267901
P.O. BOX 55000

Detroit MI 48255-2679

Amount Paid:

$ ☐☐☐,☐☐☐.☐☐

Don't forget to include your account number on your check

2480630000000000000455230500005156700 5

Account Manager

My Vehicle: 2010 Lincoln MKS

Rate Our Site

Support | Ford Owner | Log Out

Overview | Account History | Payment Options | Profile

2010 Lincoln MKS

Account Number: [redacted]
VIN : 1LNHL9FT7AG[redacted]

View last 12 months of history

Activity since 09/16/2010

Date	Description	Total Amount
10/06/2010	Payment Received - Thank you!	$515.67

Online Statement

Statement for 09/15/2010

Print this statement and payment slip

TRANSACTION(S) SINCE LAST STATEMENT

Date	Description	Amount
09/03/2010	Payment Received - Thank you!	$515.67

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Important Notices

Date	Description	Amount
10/05/2010	Lease Payment Due	$486.48
10/05/2010	Tax	$29.19
	TOTAL AMOUNT DUE	**$515.67**

If payment received after **10/15/2010**, please pay **$554.35**

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CERTIFICATE OF NO-FAULT INSURANCE - STATE OF MICHIGAN
CITIZENS INSURANCE COMPANY OF THE MIDWEST

25

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
[redacted]	073010	013011

YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER
10	LINC MKS AWD	1LNHL9FT7AG[redacted]

AGENCY/COMPANY ISSUING CARD
NUSTAR INSURANCE AGENCIES, 0201084
PHONE: 248-380-6190

INSURED
[redacted]

WARNING - KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES.
If you fail to produce it upon a police officer's request, you will be responsible for a civil infraction.

BBB AUTO LINE

MANUFACTURER RESPONSE FORM

Case Number: FRD1026667-1R
Customer Name: [redacted]
VIN: 1LNHL9FT7AG[redacted]

Start Date: 12/02/10
State: MI
Probable Hearing Location: Southfield

This claim is ☐ IN Warranty ☐ OUT of Warranty
Has the customer contacted you regarding the claim? ☒ YES ☐ NO
Is the VIN listed above correct? ☐ YES ☐ NO
If you checked NO, please indicate the correct VIN: _____
Customer Contact Info:

SETTLEMENT INFORMATION
What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Has this offer been communicated to the customer? ☐ YES ☐ NO
If you checked YES, please indicate the customer's response below:
☐ The customer accepted the offer on ____/____/____
☐ The customer rejected the offer on ____/____/____
☐ The customer has not indicated a response to the offer.

If the customer accepts this offer, **when will the settlement be performed**? Please indicate a specific performance date or time frame: _____

ARBITRATION INFORMATION
Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the *Customer Claim Form*.

Please indicate the decision you request the arbitrator to render:

List the amount of any over allowance/negative equity: $_____
I will participate ☐ By phone ☐ In person ☐ In writing
Return this form as soon as possible
To:
BBB AUTO LINE
Fax: 703.247.9700

Completed by: _____ Date: ___/___/___
Future contact: _____
Phone: _____ Fax: _____

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

DEALER 18B 692 VIN 1LNHL9FT7A[redacted]

		Suggested Retail Price	Invoice Amount
	MKS AWD 201A RAPID SPEC	47760.00	43894.00
	2010 MODEL YEAR		
HT	CINNAMON METALLIC		
FW	BLACK ULTIMATE LEATHER		
	INCLUDED ON THIS VEHICLE		
	RAPID SPEC 201A	3500.00	3010.00
	ULTIMATE PACKAGE		
	DUAL PANEL MOONROOF		
	NAVIGATION PACKAGE		
	VOICE ACTIVATED NAV SYSTEM		
	REAR VIEW CAMERA		
	THX-II CERT AUDIO W/5.1 SURR		
	OPTIONAL EQUIPMENT		
99T	.3.5L ECOBOOST V6 24V	NC	NC
44C	.6-SPD SELECTSHIFT TRANS	NC	NC
TDQ	245/45R20 TIRES	NC	NC
64D	20" POLISHED CAST ALUM WHEEL	685.00	589.00
153	FRONT LICENSE PLATE BRACKET	NC	NC
17B	WOOD DOOR TRIM PKG	495.00	426.00
47P	ACTIVE PARK ASSIST	535.00	460.00
422	CALIFORNIA EMISSIONS	NC	NC
	TOTAL OPTIONS	5215.00	4485.00
	TOTAL VEHICLE & OPTIONS	52975.00	48379.00
	DESTINATION & DELIVERY	825.00	825.00
	TOTAL FOR VEHICLE	53800.00	
	FUEL CHARGE		50.16
	FDAF/LMDA ASSESSMENT		840.00
	SHIPPING WEIGHT 4493 LBS.		
	TOTAL	53800.00	50094.16

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to

Frank Nero Lincoln-Mercury, In18B692
310 Broadway Ave
Bedford OH 44146

Order Type	Ramp Code	Batch ID	Price Level
2	CQ79	9K092	015

Ship to (if other than above)

Date Inv. Prepared	Item Number	Transit Days
10 09 09	18-0919	04

Ship Through

Invoice & Unit Identification NO.	Final Assembly Point	Finance Company and/or Bank
1LNHL9FT7AG6[redacted]	CHICAGO	COMERICA BANK 090009

Total Holdback	Invoice Total	A & Z Plan	D Plan	X Plan
1060	50094.16	48589.16	48689.16	50669.72

This invoice to be used for the billing of vehicles only

Dealer's copy

[redacted]

From: dcpform@ford.com [mailto:dcpform@ford.com]
Sent: Thursday, November 11, 2010 10:43 AM
To: Ordcalp, F (F.); Taylor, Alma (A.)
Subject: Dealer/Fleet Request For OGC Review

Dealer/Fleet Request For OGC Review

Dealership/Fleet Name: southwest ford
Requesting Dealer/Fleet: southwest ford
Contact Person: jimmy ogle
Title: service director
Address: 3001 fort worth hwy
Telephone: 8175974220
Email Address: jimmyo@southwestautogroup.com
PA Code: 02446
Region: dallas
City: weatherford
Dealer State: TX
Fax Number: 8175974293
WSD: 03/09/10
Vehicle Year: 2010
Vehicle Model: f150
Vehicle VIN: 1FTEW1C89AF[redacted]
Mileage: 12824
Customer/Fleet [redacted]
Street Address:
City: fort worth
State: Texas
Zip Code: [redacted]
Home Ph
Work Ph
Customer Region: C1 - Dallas

Incident Involves: Accident
Date of Incident: 11/04/2010
County in which incident occurred: tarrant
Is Alleging Defect: Yes
Alleging defect detail: customer says the engine died while driving causing him to lose brakes and power steering then causing him to run off the road.
Police Report Filed: No
Insurance Company Contacted: Y
Insurance Company Advice: state farm, wrote estimate, okd repairs but customer has not authorized repairs.
Insurance Company Contact Information: state farm, rick hill is adjuster team 43. 888-257-6077 we dont have agents name
Coach Builder State: AK - Alaska
Vehicle Location: southwest ford collision center 3001 fort worth hwy, weatherford,tx 76087
Resolution Sought Detail: customer wants to know what is wrong with the engine causing it to die while driving. he says the engine died and he lost brakes and power steering cauing him to run off the road and have an accident.thinks this is the trucks fault he had an accident.
Comments: shop foreman and service director went out to the truck and it started right up and idles smooth. we checked for codes in the computer and the only code set was a p0297 vehicle overspeed condition. advised customer of this and he said he will not accept that. he wants ford involved.

This email was automatically generated. Please do not reply to this email. No one monitors the inbox for this email address.

[redacted]

[redacted]

3

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2

Index No.: 12/07528

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

CHRISTOPHER SORGE,

Plaintiff,

- against -

STEVENS 112 FORD LINCOLN MERCURY and
FORD MOTORS,

Defendants.

12 MAR 19

SUMMONS AND COMPLAINT

GORDON & GORDON, P.C.

Attorneys for Respondents
108-18 Queens Blvd., 6th Floor
Forest Hills, NY 11375
(718) 544-7070

Pursuant to 22 To: NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: February 24, 2012
Forest Hills, NY

Signature

PETER S. GORDON, ESQ.
Print Signer's Name

Service of copy of the within *is hereby admitted.*

Attorney(s) for

Dated: February 24, 2012

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

Index No.: 12/07528
Date Purchased: 03/06/2012

CHRISTOPHER SORGE,

Plaintiff,

-against-

STEVENS 112 FORD LINCOLN MERCURY and FORD MOTORS,

Defendants.

SUMMONS

Plaintiff designates SUFFOLK County as the place of trial.

Basis of venue is place of Plaintiff's residence.

To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorney(s) within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: February 24, 2012
Forest Hills, New York

GORDON & GORDON, P.C.

By: _____
Peter S. Gordon, Esq.
Attorneys for Plaintiff
108-18 Queens Blvd., 6th Floor
Forest Hills, NY 11375
P: (718) 544-7070

Defendants' Address:

Stevens 112 Ford Lincoln Mercury
507 Route 112
Patchogue, NY 11772
(631) 475-1133

Ford Motors
P.O. Box 6248
Dearborn, MI 48126

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

----------X

CHRISTOPHER SORGE,
Plaintiff,

- against -

STEVENS 112 FORD LINCOLN MERCURY and
FORD MOTORS,
Defendants.

----------X

Index No.: 12/07528

COMPLAINT

Plaintiff, Christopher Sorge, by his attorneys Gordon & Gordon, P.C. hereby brings this Complaint against Defendants, Stevens 112 Ford Lincoln Mercury ("Stevens Ford") and Ford Motors, complaining as follows:

PARTIES

1. Plaintiff Christopher Sorge is an individual residing in Suffolk County, state of New York.
2. Defendant Stevens Ford is a car dealership located at 507 Route 112, Patchogue, New York.
3. Ford Motors is a car manufacturer authorized to do business in New York State.

BRIEF SUMMARY OF ACTION

4. Plaintiff Christopher Sorge seeks to recover damages sustained as a result of the purchase of a defective new motor vehicle from Defendants in September of 2010. Specifically, Plaintiff seeks reimbursement of rental car fees and

substitution of collateral on loan with Ford Motor Credit under New York "Lemon" Law, General Business Law § 198-a.

FACTUAL BACKGROUND

5. The vehicle in question is a 2010 Ford Edge Vehicle Identification Number (VIN) 2FMDK4KC6ABB61457 (hereinafter referred to as the "vehicle").
6. The vehicle was purchased "new" on or about September 7, 2010 by Plaintiff Sorge from Defendant Stevens 112 Ford Lincoln Mercury financed for the amount of $ 46,971.13. See Exhibit A.
7. At all times herein mentioned the vehicle in question was fully covered under the provisions of the New York State Lemon Law, General Business Law, Section 198-a.

CAUSE OF ACTION

8. On or about September 2011, Plaintiff's wife was driving the vehicle with their daughter as a passenger when the car suddenly turned off causing the vehicle behind Plaintiff's wife to side swipe the vehicle.
9. Plaintiff has suffered damages which include a substantial loss of the value of the vehicle, thousands of dollars on rental car fees, hospital bills resulting from daughter's injuries suffered during the vehicle collision, together with incidental and consequential damages.

10. Following the motor vehicle accident, Plaintiff attempted to work with Defendants in order to repair, replace and/or return his vehicle.
11. For reasons unbeknownst to Plaintiff, Defendant refused and/or delayed repair, replacement and/or refund of the collateral on loan from Defendants and the rental fees.
12. As a result of Defendant Stevens 112 Ford never able to satisfactorily replacing, repairing or refunding the vehicle during both the first 18,000 miles and two years, the vehicle is a "lemon" as defined by the New York State Lemon Law, General Business, Section 198-a.
13. Defendant made express warranties as to the safety and proper working order of the new vehicle.
14. Those warranties were breached when Stevens 112 Ford and Ford Motors sold a defective motor vehicle to Plaintiff Sorge.
15. The warranties were breached when the vehicle engine unexpectedly and suddenly failed.
16. As a result, Plaintiff suffered damages in the sum of approximately $ 125,000.00.
17. Under New York General Business Law § 198-a, Stevens Ford and Ford Motors are required to repair and/or replace defective vehicles within the first two-years of purchase or the first 18,000 miles, whichever comes first.

WHEREFORE, Plaintiff prays that Judgment be in the amount of $ 125,000.00 against the Defendants together with such other relief as this Court deems proper including costs, attorney's fees, etc. or in the alternative a substitution of collateral with a

2010 Ford Edge possessing the same options, same service plan, having the same financial arrangement of which Plaintiff is currently obligated.

Dated: February 21, 2012
Forest Hills, NY

Sincerely yours,
GORDON & GORDON, PC

Peter S. Gordon, Esq.
108-18 Queens Blvd., 6th Floor
Forest Hills, NY 11375
P: 718-544-7070

Gordon & Gordon
Attorneys at Law

108-18 Queens Blvd., 6th Floor
Forest Hills, N.Y. 11375

Phone: (718) 544-7070
Fax: (718) 544-0994

Peter S. Gordon, Esq.
Maris R. Gordon, Esq.

www.gordonesq.com

March 12, 2012

Ford Motors
P.O. Box 6248
Dearborn, MI 48126

Re: [redacted] v. Stevens 112 Ford
Lincoln Mercury and Ford Motors
Index No. 12/07528
Statement of Service by Mail

Dear Sir/Madame:

The enclosed summons and complaint are served pursuant to section 312-a of the Civil Practice Law and Rules.

To avoid being charged with the expense of service upon you, you must sign, date and complete the acknowledgement part of this form and mail or deliver one copy of the completed form to the sender within thirty (30) days from the date you receive it. You should keep a copy for your records or your attorney. If you wish to consult an attorney, you should do so as soon as possible before the thirty (30) days expire.

If you do not complete and return the form to the sender within thirty (30) days, you (or the party on whose behalf you are being served) will be required to pay expenses incurred in serving the summons and complaint in any other manner permitted by law, and the cost of such service as permitted by law will be entered as a judgment against you.

If you have received a complaint or petition with this statement, the return of this statement and acknowledgement does not relieve you of the necessity to answer the complaint or petition. The time to answer expires twenty (20) days after the day you mail or deliver this form to the sender. If you wish to consult with an attorney, you should do so as soon as possible before the twenty (20) days expire.

If you were served on behalf of a corporation, unincorporated association, partnership or other entity, you must indicate under your signature your relationship to the entity. If you are served on behalf of another person and you are authorized to receive process, you must indicate under your signature your authority. Please be advised that it is a crime to forge a signature or to make a false entry on this statement or on the acknowledgement.

Sincerely yours,
Gordon & Gordon, P.C.

Peter S. Gordon, Esq.

Gordon & Gordon
Attorneys at Law

108-18 Queens Blvd., 6th Floor
Forest Hills, N.Y. 11375

Phone: (718) 544-7070
Fax: (718) 544-0994

Peter S. Gordon, Esq.
Maris R. Gordon, Esq.

www.gordonesq.com

March 12, 2012

Ford Motors
P.O. Box 6248
Dearborn, MI 48126

Re: [redacted] v. Stevens 112 Ford Lincoln Mercury and Ford Motors
Index No. 12/07528
Statement of Service by Mail

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Sincerely yours,
Gordon & Gordon, P.C.

Peter S. Gordon, Esq.

[redacted] 112 Ford Lincoln Mercury and Ford Motors
Supreme Court of the State of New York, County of Suffolk, Index No.: 12/07528

ACKNOWLEDGEMENT OF RECEIPT OF SUMMONS AND COMPLAINT

I received a summons and complaint, in the above-captioned matter at:

Ford Motors
P.O. Box 6248
Dearborn, MI 48126

PLEASE CHECK ONE OF THE FOLLOWING:

IF (2) IS CHECKED, COMPLETE AS INDICATED:

1. / / I am not in military service.
2. / / I am in military service, and my rank and branch of service are as follows:

Rank:_____

Branch of Service:_____

TO BE COMPLETED REGARDLESS OF MILITARY STATUS:

Date:_____
(Date this Acknowledgement is executed)

I affirm the above as true under penalty of perjury.

_____
Signature

_____
Print name

_____
Name of Defendant for which acting

_____
Position with Defendant for which acting (i.e., officer, attorney, etc.)

PLEASE COMPLETE ALL BLANKS INCLUDING DATES

[redacted] v. Stevens 112 Ford Lincoln Mercury and Ford Motors
Supreme Court of the State of New York, County of Suffolk, Index No.: 12/07528

ACKNOWLEDGEMENT OF RECEIPT OF SUMMONS AND COMPLAINT

I received a summons and complaint, in the above-captioned matter at:

Ford Motors
P.O. Box 6248
Dearborn, MI 48126

PLEASE CHECK ONE OF THE FOLLOWING:

IF (2) IS CHECKED, COMPLETE AS INDICATED:

1. / / I am not in military service.
2. / / I am in military service, and my rank and branch of service are as follows:
   Rank:_____
   Branch of Service:_____

TO BE COMPLETED REGARDLESS OF MILITARY STATUS:

Date:_____
(Date this Acknowledgement is executed)

I affirm the above as true under penalty of perjury.

_____
Signature

_____
Print name

_____
Name of Defendant for which acting

_____
Position with Defendant for which acting (i.e., officer, attorney, etc.)

PLEASE COMPLETE ALL BLANKS INCLUDING DATES

Gordon & Gordon
Attorneys at Law
108-18 Queens Blvd., 6th Floor
Forest Hills, N.Y. 11375

PE13-003 001609LCPV

October 11, 2011

Ford Motor Company
Product Claims Department
P.O. Box 70
Dearborn, Michigan 48121-0070

Felicia Miles,

I am requesting a substitution of collateral for my 2010 Ford Edge Vin # 2FMDK4KC6AB[redacted] because the car malfunctioned which caused me to be in a car accident.

I was driving east bound on Route 347 in Setauket, NY around 5:00pm on September 8, 2011 going approximately 40 miles an hour when my gas pedal felt funny like it wasn't working. I took my foot off the gas and then pressed down again and it just was not working. I tried again and could put my foot down to the ground and the car wouldn't move. I put my hazards on and tried to make my way over to the east bound shoulder. Then the car behind me tried to go around me to fast and got wedged between myself and another car which caused him to side swipe my entire driver's side.

I have a 2 & 1 year old and had my 1 year old in the car at the time of the accident. She was taken to Stony Brook Hospital by ambulance because her ear was bleeding. She was very lucky this was not a major injury and was discharged shortly after.

My car was towed directly to Steven's Ford in Patchogue, NY where I purchased this car. It took over 3 weeks for an engineer to come and look at the car. Even after he came we were advised there was 4 faults found yet no further information on what those faults were was given to us. I do not feel that my Ford Edge is a safe car to drive with my young children. Even if all 4 faults can be fixed this could potently happen again. I will not take that chance and will not put myself or my children in an unsafe vehicle.

My family has purchased several cars over the last few years with Steven's Ford, and has been very happy with them. We would like to continue the relationship and not have to pursue this any further. We would like another Ford of equal or greater value but not a Ford Edge.

Sincerely,

[redacted]

7. Was the engine running? (circle one) **Yes** or **No**
8. Were the keys in the ignition? (circle one) **Yes** or **No**
9. Was this vehicle purchased new or used? New
10. If purchased used, provide the date of purchase, mileage at the time of purchase, from whom the vehicle was purchased: _____
11. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information). Ford Patchogue
12. Has an insurance company been advised of this incident? (circle one) **Yes** or **No**
13. If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number **(It is your responsibility to contact your insurance company):**
14. Please provide the names and contact information of any witnesses to the incident: _____

Once we are in receipt of the requested information, it will be thoroughly reviewed and you will be notified of our decision concerning your claim. **In most instances this review can be done in 90 days, if we are unable to complete the analysis within this time we will contact you.**

Should you not send all of the requested information and materials within 90 days, we will assume that you are not interested in pursuing a claim and we will close our file. Please note that your vehicle will not be inspected until all the above information has been submitted and a determination has been made as to whether an inspection is warranted. If your vehicle is accruing storage charges, you should immediately make arrangements to move it to a facility that will not charge you for storage.

Please be advised that in the event this matter ends up in litigation, Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s). If you propose to repair the vehicle or conduct any other repairs you believe are related to this incident, such repairs may not be performed until after Ford Motor Company has conducted an inspection that may include the removal and testing of any component part that you claim is defective. If you want to repair your vehicle before we are able to physically inspect the vehicle or relevant component please submit a written request to me.

Thank you for your prompt attention to this matter.

Sincerely,

Felicia Miles
Legal Analyst- OGC Product Claims

Page 1 of 1 Pages

Local Codes: 11-501663

New York State Department of Motor Vehicles
POLICE ACCIDENT REPORT
MV-104A (6/04)
☐ AMENDED REPORT — DMV COPY

CERTIFIED
CENTRAL RECORDS SECTION
SUFFOLK COUNTY POLICE DEPARTMENT

Accident Date Month	Day	Year	Day of Week	Military Time	No. of Vehicles	No. Injured	No. Killed	Not Investigated at Scene ☐ / Accident Reconstructed ☐	Tech Assist ☐	Police Photos ☐ Yes ☐ No
9	8	11	TH	1700	2	0	0			

VEHICLE 1 | ☐ VEHICLE 2 ☐ BICYCLIST ☐ PEDESTRIAN ☐ OTHER PEDESTRIAN

VEHICLE 1	VEHICLE 2
Driver License ID Number: [redacted] State of Lic.: NY	Driver License ID Number: [redacted] State of Lic.: NY
Driver Name - exactly as printed on license: [redacted]	Driver Name - exactly as printed on license: [redacted]
Address: [redacted] Apt. No.	Address (Include Number): [redacted] Apt. No.
City or Town: Shoreham State: [redacted]	City or Town: Miller Place State: [redacted]
Date of Birth: 10/21/68 Sex: M Displaced ☐ No. of Occupants: 1 Public Property Damaged ☐	Date of Birth: 9/19/75 Sex: F Displaced ☐ No. of Occupants: 2 Public Property Damaged ☐
Name—exactly as printed on registration: SAA - Driver Sex / Date of Birth Month Day Year	Name—exactly as printed on registration: Scott, Christopher Sex: M Date of Birth: 9/19/75
Address (Include Number & Street): — Apt. No. Haz. Mat. Code Released ☐	Address (Include Number & Street): SAA Apt. No. Haz. Mat. Code Released ☐
City or Town: — State Zip Code	City or Town: — State Zip Code
[redacted] State of Reg.: NY Vehicle Year & Make: 10, Audi Vehicle Type: Sedan Ins. Code: 035	[redacted] State of Reg.: NY Vehicle Year & Make: 10, Ford Vehicle Type: Sedan Ins. Code: 639
Ticket/Arrest Number(s): None	Ticket/Arrest Number(s): None
Violation Section(s): —	Violation Section(s): —

VEHICLE 1
Check if involved vehicle is:
☐ more than 95 inches wide;
☐ more than 34 feet long;
☐ operated with an overweight permit;
☐ operated with an overdimension permit.

VEHICLE 1 DAMAGE CODES
Box 1 - Point of Impact: 4
Box 2 - Most Damage: 4
Enter up to three more Damage Codes: 3 5 6
Vehicle Towed: By Elite To

VEHICLE 2
Check if involved vehicle is:
☐ more than 95 inches wide;
☐ more than 34 feet long;
☐ operated with an overweight permit;
☐ operated with an overdimension permit.

VEHICLE 2 DAMAGE CODES
Box 1 - Point of Impact: 11
Box 2 - Most Damage: 11
Enter up to three more Damage Codes: 1h 10
Vehicle Towed: By Private - Ford To

VEHICLE DAMAGE CODING:
1-13. SEE DIAGRAM ON RIGHT.
14. UNDERCARRIAGE 17. DEMOLISHED
15. TRAILER 18. NO DAMAGE
16. OVERTURNED 19. OTHER

Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles.

Rear End	Left Turn	Right Angle	Right Turn	Head On
1.	3.		5.	7.
Sideswipe (same direction)	Left Turn		Right Turn	Sideswipe (opposite direction)
2.	0.	4.	6.	8.

ACCIDENT DIAGRAM

9. #2

Cost of repairs to any one vehicle will be more than $1000.
☐ Unknown/Unable to Determine ☐ Yes ☐ No

Reference Marker

Coordinates (if available)
Latitude/Northing: N/A
Longitude/Easting: N/A

Place Where Accident Occurred:
County Suffolk ☐ City ☐ Village ☐ Town of Brookhaven / Setauket
Road on which accident occurred E/B RT 347 (Route Number or Street Name)
at 1) intersecting street — (Route Number or Street Name)
or 2) 1000 Feet Miles ☐N ☐S ☐E ☐W of Rt 2 Path (Milepost, Nearest Intersecting Route Number or Street Name)

Accident Description/Officer's Notes
Vehicle #1 Traveling straight E/B, in R/T lane with right of way. Vehicle #h Traveling straight E/B, in R/T shoulder with mechanical problems. Op#h reported swerving to avoid other vehicle, turning out of Target shopping lot, and crashing into Vehicle #1. 1 PI / h Tows

USE COVER SHEET: N

	8	9	10	11	12	13	14	15	16	17 BY	TO 18	Names of all involved	Date of Death Only
A	1	1	4	1	43	M	—	—	—	—	—	Op#1	
B	h	1	4	1	54	F	—	—	—	—	—	Op#h	
C	h	6	5	1	11M	F	1	4	6	MMA	5134	PAS-Sorge Natalia	
D													
E													
F													

Officer's Rank and Signature	Badge/ID No.	NCIC No.	Precinct/Post Troop/Zone	Station/Beat Sector	Reviewing Officer	Date/Time Reviewed
[redacted]	5543	0514	6TH	6TH	SGT 939	9/10/11-1530

[redacted]

MILLER PLACE NY [redacted]

006632

CERTIFICATE OF TITLE

NEW YORK STATE

www.nysdmv.com

VOID

VOID IF ALTERED

Title and Identification No.	Year	Make	Model Code	Body/Hull	Document No.
2FMDK4KC6AB[redacted]	2010	FORD	EDG	SUBN	[redacted]

Color	Wt./Sta./Lgth.	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued
BK	4140	GAS	6	NEW	VEHICLE	10/13/10

Name and Address of Owner(s)

[redacted]

MILLER PLACE NY [redacted]

ODOMETER READING: 00015

00015

ACTUAL MILEAGE

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder

FORD MOTOR CREDIT [redacted] 01
CO
PO BOX 105704
ATLANTA GA 30348

Lienholder

* ONE LIEN RECORDED *

Lienholder

* ONE LIEN RECORDED *

Lienholder

* ONE LIEN RECORDED *

MV-999 (4/08)

DEPARTMENT OF MOTOR VEHICLES

[redacted]

CT Corporation

Service of Process Transmittal

08/16/2011
CT Log Number 519002306

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, et al., Dfts.
DOCUMENT(S) SERVED:	Summons, Attachments, Notices, Order, Complaint, Exhibits
COURT/AGENCY:	County of Los Angeles Superior Court, CA Case # NC056443
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Violation of the Song-Beverly Consumer Warranty Act - 2010 Ford Taurus, VIN #1FAHP2EW6A[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 08/16/2011 at 12:13
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	30 Days - File Written Response // On 1/9/2012 at 8:30 a.m. - Case Management Conference // On 10/26/2011 at 8:30 a.m. - Order to Show Cause Hearing
ATTORNEY(S) / SENDER(S):	Adam C. Thiel Law Office of Adam C. Thiel 7755 Center Avenue Suite 1100 Huntington Beach, CA 92647 714/372-2255
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 795087076495 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Nancy Flores 818 West Seventh Street Los Angeles, CA 90017 213-337-4615

OGC LIT 2011AUG17 PM5:40

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

SUM-100

SUMMONS
(CITACION JUDICIAL)

RG
8/16/11
12:13 PM

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Los Angeles Superior Court

AUG 12 2011

John A. Clarke, Executive Officer/Clerk
By _____ T. PORTER, DEPUTY

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

FORD MOTOR COMPANY and Does 1 to 20, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

HOLLIS A. THIEL

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (*www.sucorte.ca.gov*), 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*), en el Centro de Ayuda de las Cortes de California, (*www.sucorte.ca.gov*) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles Superior Court, South Dist.
415 W. Ocean Blvd., Long Beach, CA 90802

CASE NUMBER:
(Número del Caso): NC056443

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):
Adam C. Thiel, Esq.; 7755 Center Avenue, Suite 1100, Huntington Beach, CA 92647; (714) 372-2255

DATE: August 12, 2011 Clerk, by _____ T. PORTER, Deputy
(Fecha) AUG 12 2011 John A. Clarke *(Secretario)* *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☒ on behalf of *(specify)*: FORD MOTOR COMPANY
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify)*:
4. ☐ by personal delivery on *(date)*:

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at www.lasuperiorcourt.org (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (**Civil only**).

What Is ADR:
Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

Mediation:
In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate
Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate
Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration:
In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding* arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate
Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate
If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Neutral Evaluation:
In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate
Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate
Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences:
Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

LOS ANGELES SUPERIOR COURT ADR PROGRAMS

CIVIL:

- **Civil Action Mediation** (Governed by Code of Civil Procedure (CCP) sections 1775-1775.15, California Rules of Court, rules 3.850-3.868 and 3.890-3.898 Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, chapter 12.)
- **Retired Judge Settlement Conference**
- **Neutral Evaluation** (Governed by Los Angeles Superior Court Rules, chapter 12.)
- **Judicial Arbitration** (Governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, rules 3.810-3.830, and Los Angeles Superior Court Rules, chapter 12.)
- **Eminent Domain Mediation** (Governed by Code of Civil Procedure section 1250.420.)
- **Civil Harassment Mediation**
- **Small Claims Mediation**

FAMILY LAW (non-custody):

- **Mediation**
- **Forensic Certified Public Accountant (CPA) Settlement Conference**
- **Settlement Conference**
- **Nonbinding Arbitration** (Governed by Family Code section 2554.)

PROBATE:

- **Mediation**
- **Settlement Conference**

NEUTRAL SELECTION

Parties may select a mediator, neutral evaluator, or arbitrator from the Court Party **Select** Panel or may hire someone privately, at their discretion. If the parties utilize the **Random Select** Mediation or Arbitration Panel, the parties will be assigned on a random basis the name of one neutral who meets the case criteria entered on the court's website.

COURT ADR PANELS

Party Select Panel	The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged $150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
Random Select Panel	The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
Private Neutral	The market rate for private neutrals can range from $300-$1,000 per hour.

ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX
Antonovich	42011 4th St. West	None	Lancaster, CA 93534	(661)974-7275	(661)974-7060
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818)576-8565	(818)576-8687
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	(310)603-3072	(310)223-0337
Glendale	600 E. Broadway	273	Glendale, CA 91206	(818)500-3160	(818)548-5470
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	(562)491-6272	(562)437-3802
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562)807-7243	(562)462-9019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626)356-5685	(626)666-1774
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	(909)620-3183	(909)629-6283
San Pedro	505 S. Centre	209	San Pedro, CA 90731	(310)519-6151	(310)514-0314
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	(310)260-1829	(310)319-6130
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	(213)974-5425	(213)633-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310)222-1701	(310)782-7326
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818)374-2337	(818)902-2440

Partially Funded by the Los Angeles County Dispute Resolution Program

A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office.

CONFORMED COPY
ORIGINAL FILED
Reserved for Clerk's File Stamp
Los Angeles Superior Court
AUG 12 2011
John A. Clarke, Executive Officer/Clerk
By _____ DEPUTY
T. PORTER

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

COURTHOUSE ADDRESS: 415 W. Ocean Blvd., Long Beach 90802

PLAINTIFF:

DEFENDANT:

CASE NUMBER: NC056443

NOTICE OF CASE MANAGEMENT CONFERENCE

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: 1/9/12	Time: 8:30 a.m.	Dept.: H

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 7.13, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: AUG 12 2011

Joseph E. DiLoreto
Judicial Officer

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

☐ by depositing in the United States mail at the courthouse in _____, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

☑ by personally giving the party notice upon filing of the complaint.

JOHN A. CLARKE, Executive/Officer Clerk

Dated: AUG 12 2011

By _____ T. PORTER
Deputy Clerk

CONFORMED COPY
OF ORIGINAL FILED

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Los Angeles Superior Court Reserved for Clerk's File Stamp AUG 1 2 2011 John A. Clarke, Executive Officer/Clerk By _____ DEPUTY
COURTHOUSE ADDRESS: **415 W. Ocean Blvd., Long Beach, CA 90802**	
PLAINTIFF:	
DEFENDANT:	
ORDER TO SHOW CAUSE HEARING	CASE NUMBER: NC056443

To party/ attorney of record:

You are ordered to appear for an Order to Show Cause Hearing on:

Date: 10/26/11 Time: 8:30a.m. Dept.: H Address: 415 W. Ocean Blvd., Long Beach 90802

and show cause why sanctions should not be imposed for:

☑ Failure to file:

- ☑ Proof of Service of ☐ Petition ☑ Summons and ☑ Complaint ☐ Cross-Complaint pursuant to California Rules of Court, rule 3.110(b) and (c) as to: _____.
- ☐ Request for Entry of Default pursuant to California Rules of Court, rule 3.110(g) as to: _____.
- ☐ Request for Entry of Default Judgment pursuant to California Rules of Court:
  ☐ rule 3.110(h) ☐ rule 3.740(f) as to: _____.
- ☐ Request to Set Case for Trial-Unlawful Detainer.
- ☐ Case Management Statement pursuant to California Rules of Court, rules 3.720-3.730.
- ☐ Request for Dismissal
  - ☐ as to remaining defendants
  - ☐ as to cross-complaint
  - ☐ pursuant to settlement agreement
  - ☐ other _____.
- ☐ Judgment pursuant to court order.
- ☐ (Other) _____.

☐ Failure to appear as ordered on _____ ☐ regarding _____.

☐ Failure to file any and all papers/documents necessary to bring the matter to trial or effect a final disposition as to all issues and parties to the action.

☐ (Other) _____.

Short Title	Case Number: NC056443

Failure to comply or appear may result in sanctions, pursuant to one or more of the following: California Rules of Court, rule 2.30, and rule 3.1340; Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.310, 583.360, 583.410, 583.420, 583.430; and Government Code section 68608.

☑ To avoid a mandatory appearance all required documents must be filed in ☐ this Dept ☑ Clerk's Office, Room 207 at least 5 court days prior to the date of the hearing.

☐ The Court may infer from your failure to appear that possession of the premises is no longer at issue, and that your case is not entitled to preference in setting pursuant to Code of Civil Procedure section 1179a.

☐ Your are ordered to give notice of said hearing forthwith to any party served with summons and complaint prior to OSC Hearing and file a Proof of Service in this department or Clerk's Office at least 5 court days prior to the date of the hearing.

Dated: AUG 12 2011

Joseph E. DiLoreto
Judicial Officer

CERTIFICATE OF MAILING

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the **Order to Show Cause Hearing** upon each party or counsel named below/above by depositing in the United States mail at the courthouse in _____, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

JOHN A. CLARKE, Executive Officer/Clerk

Dated: _____

By: _____
(Deputy Clerk)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE

Case Number _____

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

NC056443

Your case is assigned for all purposes to the judicial officer indicated below.

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM	
	Hon. Ross M. Klein	86	208					
	Hon. Patrick T. Madden	B	42					
✓	Hon. Joseph E. DiLoreto	H	53					

Given to the Plaintiff/Cross-Complainant/Attorney of Record on AUG 12 2011 JOHN A. CLARKE, Executive Officer/Clerk

By T. PORTER, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Seven Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Seven Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Seven Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served and proof of service shall be filed within 60 days after the filing of the complaint.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Seven Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Seven Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Seven Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

*Class Actions

All class actions are initially assigned to Judge Victoria Chaney in Department 324 of the Central Civil West courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for pretrial purposes and for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

ADAM C. THIEL, ESQ. (SBN 173343)
LAW OFFICE OF ADAM C. THIEL
7755 Center Avenue, Suite 1100
Huntington Beach, CA 92647
Telephone: (714) 372-2255
Facsimile: (714) 908-3666

Attorneys for Plaintiffs
HOLLIS A. THIEL

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court
AUG 12 2011
John A. Clarke, Executive Officer/Clerk
By T. PORTER DEPUTY

CASE MANAGEMENT REVIEW
JAN 09 2012
IN DEPARTMENT H

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HOLLIS A. THIEL, Plaintiffs, vs. FORD MOTOR COMPANY and DOES 1 to 20, inclusive, Defendants.	CASE NO. NC056443 **COMPLAINT FOR DAMAGES AND CIVIL PENALTY** **[Song-Beverly Consumer Warranty Act]**

COMES NOW the Plaintiff, HOLLIS A. THIEL, for causes of action against the defendants, and each of them, and complains and alleges as follows:

GENERAL ALLEGATIONS

1. At all relevant times herein, Plaintiff HOLLIS A. THIEL ("Plaintiff") was an individual residing within the State of California.

2. Plaintiff is informed and believes and thereon alleges that Defendant FORD MOTOR COMPANY ("Defendant") is, and at all relevant times herein was, a Delaware-based corporation operating and doing business in Dearborn, Michigan. Plaintiff is informed and believes and thereon alleges that Defendant was, at all relevant times herein, qualified to do business within the State of

PE13-003 001624LCPV

California and/or had sufficient contacts with the State of California such that Defendant is subject to the laws and jurisdiction of the State of California.

3. This Court has jurisdiction over this action pursuant to Code of Civil Procedure §410.10.

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, partnership, associate, or otherwise, of defendants DOES 1 through 20, inclusive, who therefore sues said defendants by such fictitious names. Plaintiff is informed and believes, and based thereon alleges, that each defendant designated herein as a DOE caused injuries and damages proximately thereby to Plaintiff, either directly, jointly, vicariously or as an alter ego, partner, joint venturer, or employee of some or all of the defendants. Plaintiff is informed and believes and thereon alleges that each DOE Defendant herein is liable to Plaintiff for the acts and omissions alleged herein below, and the resulting injuries to Plaintiff, and damages sustained by Plaintiff. Plaintiff is further informed and believe and based thereon alleges that at all times mentioned herein defendants DOES 1 through 20, and each of them, inclusive, were the successors-in-interest/business/or a portion thereof, predecessors-in-interest/business/or a portion thereof, assigns, parents, subsidiaries (either wholly or partially owned by, or the whole or partial owner), affiliate, partner, co-venturer, alter ego, agent, servant, employee, and/or co-conspirator of the other defendants and DOE defendants, and by virtue thereof, each defendant and co-defendant was and is, as such, acting for each other within the scope, course and authority of said agency. The defendants' wrongful conduct makes it inequitable to evade wrongdoing by asserting fictional legal separateness, when to recognize legal separateness would aid in the commission of the wrongdoings. Plaintiff will amend this complaint to allege the true names and capacities of said DOE defendants when the same is ascertained.

5. On or about November 20, 2009, at Santa Margarita, California, Plaintiff leased from Santa Margarita Ford a 2010 Ford Taurus automobile, vehicle identification number 1FAHP2EW6AG115417 (hereinafter referred to as "the automobile"), manufactured by the Defendant. The automobile was a new motor vehicle within the meaning of Civil Code §1793.22(e)(2) at the time Plaintiff leased it. A true and correct copy of the contract between Plaintiff and Defendant is attached hereto as Exhibit A and incorporated herein by reference.

6. Plaintiff leased the automobile primarily for personal, family, and/or household purposes.

7. Defendant appended to the automobile an express written warranty undertaking to preserve and maintain the utility and performance of the automobile. A true and correct copy of the warranty is attached hereto as Exhibit B and incorporated herein by reference.

8. From November 20, 2009, to May, 2010, the automobile died on numerous occasions while Plaintiff was driving in traffic (this condition with the automobile dying while being driven will hereinafter be referred to as "the problem").

9. On or about May 20, 2010, Plaintiff took the automobile to Pacific Ford, located in Long Beach, California, for the purpose of determining the cause of the problem. Plaintiff is informed and believes and thereon alleges that Pacific Ford is, and at all relevant times herein was, one of Defendant's representatives. Pacific Ford could not determine the cause of the problem.

10. During late May, 2010, after Plaintiff received the automobile back from Pacific Ford, the problem continued to occur.

11. On or about June 1, 2010, Plaintiff took the automobile to Pacific Ford, for a second time, for the purpose of determining the cause of the problem. On the way to Pacific Ford, the automobile died while Plaintiff was driving in traffic. After Plaintiff arrived at Pacific Ford, the mechanic from Pacific Ford took a ride with Plaintiff in order to verify and/or duplicate the problem; however, the problem could not be verified and/or duplicated. The mechanic advised Plaintiff that one "Mr. Ellis" would call Plaintiff regarding a "black box" waiting list; however, subsequently, "Mr. Ellis" never called.

12. In June, 2010, after Plaintiff received the automobile back from Pacific Ford, the problem continued to occur.

13. On or about July 13, 2010, Plaintiff took the automobile to Pacific Ford, for the third time. After Plaintiff received the automobile back from Pacific Ford, the problem continued to occur.

14. On or about August 9, 2010, Plaintiff sent a letter to Defendant in which Plaintiff explained the problem he was having with the automobile. Plaintiff stated, among other things, "I have now taken the car into Pacific Ford on two occasions and they are unable to fix the problem. I

have driven Ford products for over thirteen years and would prefer to continue my relationship with Ford, but I need a car that is safe and dependable." A true and correct copy of this letter is attached hereto as Exhibit C and incorporated herein by reference.

15. On or about August 28, 2010, while Plaintiff was driving in traffic, the automobile died again. This time, the problem caused Plaintiff to crash the automobile.

16. On or about September 2, 2010, Plaintiff's attorney sent a letter to Defendant in which he stated, among other things, "The vehicle at issue is likely to cause death or serious bodily injury. It repeatedly stalls while he is driving it in traffic. Furthermore, this past week, it stalled on him and was the cause of an accident... We ask that Ford comply with California's lemon laws, immediately take back the vehicle, and reimburse [Plaintiff] for any and all expenses associated therewith." A true and correct copy of this letter is attached hereto as Exhibit D and incorporated herein by reference.

17. On or about September 13, 2010, Kristy Alexander of Pacific Ford contacted Plaintiff and advised Plaintiff that she had a black box to install on the automobile. When Plaintiff inquired about the availability of a loaner while the automobile was in for repairs, Kristy stated that she would call back when she found out about the loaner. Kristy never called Plaintiff back about the loaner.

18. On or about October 19, 2010, Plaintiff's attorney sent another letter to Defendant in which he stated, among other things, "On September 2, 2010, I sent Ford the attached letter. To date, no one has responded. Furthermore, [Plaintiff] has had zero cooperation from the local dealership in getting this matter resolved. The vehicle at issue is likely to cause death or serious bodily injury... We demand that Ford IMMEDIATELY take back its vehicle and provide [Plaintiff] with a full refund." A true and correct copy of this letter is attached hereto as Exhibit E and incorporated herein by reference.

19. On or about October 20, 2010, Plaintiff's wife spoke to Cassandra of Ford Customer Relations. Cassandra stated that Plaintiff did not qualify for a loaner unless Plaintiff previously purchased an extended service plan that included a loaner. (In fact, Plaintiff had purchased an extended service plan and, at the time he purchased the extended service plan, the salesperson had

represented to Plaintiff that it included a loaner). Cassandra was aware of the first two letters that were sent by Plaintiff and Plaintiff's attorney, respectively. She admitted to Plaintiff that she thought the problem with the automobile was a life-threatening problem and, based thereon, she would try to expedite this matter for Plaintiff.

20. In or about November, 2010, pursuant to instructions given by Defendant, Plaintiff filed a claim with the BBB Auto Line. A true and correct copy of this application is attached hereto as Exhibit F and incorporated herein by reference. However, Plaintiff's claim was subsequently denied because Plaintiff had been involved in an accident on August 28th.

21. The problem continued to occur on numerous occasions.

22. On or about February 1, 2011, Plaintiff took the automobile to Worthington Ford, located in Bellflower, California, for the purpose of determining the cause of the problem. Plaintiff is informed and believes and thereon alleges that Worthington Ford is, and at all relevant times herein was, one of Defendant's representatives. Worthington Ford kept the automobile for eight days, and believed it fixed the problem. However, the problem was not fixed.

23. After Plaintiff received the automobile back from Worthington Ford, the problem continued to occur.

24. On or about May 20, 2011, Plaintiff took the automobile to Worthington Ford, for the second time, for the purpose of determining the cause of the problem. Worthington Ford could not determine the cause of the problem.

25. After Plaintiff received the automobile back from Worthington Ford, the problem continued to occur, and, to date, the problem continues to occur.

26. The problem described herein is a condition that is likely to cause death or serious bodily injury if the automobile is driven. Plaintiff delivered the automobile to Defendant's authorized repair facilities for the purpose of having the problem corrected, and has directly notified Defendant in writing, with full particulars, in the manner prescribed for such notice in the owner's manual for the automobile, of the need for repair of the automobile to cure the automobile's nonconformity with the express warranty. (Please refer to Exhibits C through F).

27. The automobile was subjected to repair by Defendant's representatives at least two or more times in attempts to correct the above-described problem and to conform the automobile to the

applicable express warranty. All of these attempts occurred within the earlier of 18 months from the initial delivery of the automobile to Plaintiff or 18,000 miles on the odometer. These attempts were unsuccessful and, as of the filing of this lawsuit, the problem continues to occur.

28. After the unsuccessful attempts at repair, Plaintiff demanded that Defendant replace the automobile in accordance with Civil Code §1793.2(d)(2)(A) or make restitution to Plaintiff in accordance with Civil Code §1793.2(d)(2)(B). Defendant has failed and refused, and continues to fail and refuse, to replace the automobile or make restitution. As of the filing date of this action, Plaintiff has suffered actual damages in the sum of $11,082.49. Said sum is increasing monthly and will continue to increase until this action is resolved. Plaintiff therefore reserves the right to amend this complaint to reflect the exact amount of actual damages as they are reflected at time of trial.

29. As a further proximate result of Defendant's failure to comply with its obligations to Plaintiff, Plaintiff has been required to incur attorney's fees and costs of litigation.

30. Defendant willfully violated the Song-Beverly Consumer Warranty Act and breached the express warranty made to Plaintiff, in that Defendant, knowing that it could not, and did not, repair the problem, nonetheless refused to comply with the provisions of the Song-Beverly Consumer Warranty Act. Defendant placed Plaintiff in the hazardous position of having to continue to use the automobile, even though the automobile had, and continues to have, a condition that is likely to cause death or serious bodily injury if the automobile is driven. In fact, Plaintiff was involved in an accident as a result of the problem. To date, Defendant has refused to replace the automobile or make restitution, in direct, willful, violation of the Song-Beverly Consumer Warranty Act. Plaintiff is therefore entitled to a civil penalty of two times the amount of actual damages, pursuant to

WHEREFORE, Plaintiff prays judgment as follows:

1. For actual damages according to proof;
2. For a civil penalty of two times the amount of actual damages (Civil Code §1794);
3. For reasonable attorney's fees (Civil Code §1794);
4. For costs of suit incurred herein (Civil Code §1794);
5. For interest at the legal rate; and
5. For such other relief as may be just and proper.

DATE: August 12, 2011

LAW OFFICE OF ADAM C. THIEL

By _____
ADAM C. THIEL
Attorneys for Plaintiff HOLLIS A. THIEL

DEMAND FOR JURY TRIAL

DATE: August 12, 2011

LAW OFFICE OF ADAM C. THIEL

By _____
ADAM C. THIEL
Attorneys for Plaintiff HOLLIS A. THIEL

EXHIBIT A

Motor Vehicle Lease Agreement

1-800-727-7000 | DEAL# 4463 | **California** | STOCK# 1 | Lease Date: 11/20/2009

Ford Credit

www.fordcredit.com

Lessee (and Co-Lessee) - Name and Address (including County):

[redacted] CA [redacted]

Lessor - Name and Address:
SANTA MARGARITA FORD
30031 SANTA MARGARITA PKW
RANCHO SANTA MARGARITA, CA 92688

Red Carpet Lease. Vehicle Leasing Plan

inance Company" is FORD MOTOR CREDIT COMPANY. The "Holder" is CAB WEST,LLC and its signs. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of WearCare Addendum if it is attached to this lease.

v/Used/Demo	Mileage at Delivery	Year/Make/Model	Vehicle ID #	Vehicle Use
NEW	115	2010 FORD TAURUS	1FAHP2EW6AG[redacted]	PERSONAL

Amount Due At ase Signing or elivery emized Below) *	2. Monthly Payments	3. Other Charges (not part of Your monthly payment)	4. Total of Payments (The amount You will have paid by the end of the lease)
1250.00	Your first monthly payment of $ 477.05 is due on 11/20/09, followed by 35 payments of $ 477.05 due on the 20TH day of each month. The total of Your monthly payments is $ 17173.80	Disposition Fee (if You do not purchase the Vehicle) N/A N/A N/A N/A N/A Total $ N/A	$ 17945.75

***Itemization of Amount Due at Lease Signing or Delivery**

. Amounts Due At Lease Signing or Delivery:

. Capitalized cost reduction	$ 305.98
. First monthly payment	477.05
. Refundable security deposit	N/A
. Title fees	N/A
. Registration fees	379.00
California tire fee	8.75
. Acquisition Fee	N/A
Upfront taxes	29.83
Optional DMV Electronic Filing Fee	N/A
DocFee= 45.00DocTax= 4.39	49.39
N/A	N/A
N/A	N/A
Total	$ 1250.00

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	$ N/A
b. Rebates and noncash credits	250.00
c. Amount to be paid in cash	1000.00
d.	N/A
Total	$ 1250.00

7. Your monthly payment is determined as shown below:

ross capitalized cost. The agreed upon value of the Vehicle ($ 27179.50) and any items You pay over the lease rm (such as service contracts, insurance, and any outstanding prior credit or lease balance) (Itemized below)**		$ 28339.50
apitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that duces the gross capitalized cost	−	305.98
djusted capitalized cost. The amount used in calculating Your base monthly payment	=	28033.52
esidual value. The value of the Vehicle at the end of the lease used in calculating Your base monthly payment	−	14443.20
epreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and r other items paid over the lease term	=	13590.32
ent charge. The amount charged in addition to the depreciation and any amortized amounts	+	2057.80
otal of base monthly payments. The depreciation and any amortized amounts plus the rent charge	=	15648.12
ase payments. The number of payments in Your lease	÷	36
ase monthly payment	=	434.67
onthly sales / use tax	+	42.38
otal monthly payment		$ 477.05
ase term in months.		36

ly Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual rge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

xcess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase Vehicle, **You must pay** to Lessor $0. 15.20 per mile for each mile in excess of 36115 miles shown on the odometer. See Items 21 and 25 on and the WearCare Addendum if it is attached to this lease for additional excess wear and use terms.

xtra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of $0 N/A per unused mile for the number of unused miles een N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if terminate Your lease early, exercise any purchase option, are in default or the credit is less than $1.00.

**11. Itemization of Gross Capitalized Cost

reed Upon Value of the Vehicle As uipped at the Time of Signing the ase $ 27179.50	Agreed Upon Value of N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + $ N/A	Agreed Upon Value of N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + $ N/A	Agreed Upon Value of N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + $ N/A
reed Upon Value of N/A sor Agrees to Add to the Vehicle er Signing the Lease $ N/A	Agreed Upon Value of N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + $ N/A	Agreed Upon Value of N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + $ N/A	Agreed Upon Value of N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + $ N/A

es/Use Tax & Other licable Taxes $ N/A	Title Fees + $ N/A	License & Registration Fees + $ N/A	Lessor Services + $ N/A	Acquisition Fee + $ 595.00
umentation Fee N/A	Outstanding Prior Credit or Lease Balance + $ N/A	WearCare + $ N/A	Agreed Upon Value of N/A + $ N/A	Agreed Upon Value of N/A + $ N/A
ional DMV Electronic ng Fee N/A	MAINT PLAN + $ 565.00	N/A + $ N/A	N/A + $ N/A	Total Gross Capitalized Cost = $ 28339.50

. **WARRANTY** The Vehicle is covered by any warranty, extended warranty service contract indicated below:

] Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.

] N/A

he Vehicle is of a type normally used for personal use and the Lessor, the Vehicle's manufacturer, extends a written warranty or service ntract covering the Vehicle within 90 days from the date of this lease, u get implied warranties of merchantability and fitness for a particular rpose covering the Vehicle. Otherwise, You understand and agree that ere are no such implied warranties, except as otherwise required by ate law.

. **OFFICIAL FEES AND TAXES $** 2705.65 .
e estimated total amount You will pay for official and license fees, registra- n, title and taxes over the term of Your lease, whether included with Your onthly payments or assessed otherwise. The actual total of fees and taxes ay be higher or lower depending on the tax rates in effect or the value of leased property at the time a fee or tax is assessed.

14. **This lease contract was negotiated primarily in the language initialed by the Lessee:** Hat **English** _____ **Spanish** _____ **Chinese** _____ **Tagalog** _____ **Korean** _____ **Vietnamese** _____ **Other**

15. **LESSOR SERVICES** _____
(See Item 20 on back) _____

16. **LATE PAYMENTS** You will pay a late charge on each payment that is not received within **10 days** after it is due. The charge is **7.5%** of the full amount of the scheduled payment or **$50.00** whichever is less.

17. **VEHICLE INSURANCE MINIMUMS.** You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with **(a)** comprehensive fire and theft insurance with a maximum deductible amount of **$1,000; and (b)** collision and upset insurance with a maximum deductible of **$1,000; and (c)** automobile liability insurance with minimum limits for bodily injury or death of $ 15,000 for any one person and $ 30,000 for any one accident, and $ 5,000 for property damage.

. **Description of Vehicle or Other Property Trade-In:** N/A N/A N/A
Year/Make/Model or Other Property Description

Agreed Upon Gross Value: N/A
See Item 6, above, for net trade-in allowance

N/A

[redacted] By: X _____
Co-Lessee

SIGNATURES AND IMPORTANT NOTICES

You specifically waive the right to keep any residence address confidential as granted by Section 1808.21 of the California Vehicle Code.

THERE IS NO COOLING OFF PERIOD

fornia law does not provide for a "cooling off" or other cancellation period for Vehicle leases. Therefore, You cannot later cancel this lease simply ause You change Your mind, decided the Vehicle costs too much, or wish You had acquired a different Vehicle. You may cancel this lease only the agreement of the Lessor or for legal cause, such as fraud.

have the right to return the Vehicle, and receive a refund of any payments made if the credit application is not approved, unless nonapproval ults from an incomplete application or from incorrect information provided by You.

ification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

N/A

[redacted]

Trad[redacted]ts

By: [redacted] By: X

Co-Lessee

SIGNATURES AND IMPORTANT NOTICES

You specifically waive the right to keep any residence address confidential as granted by Section 1808.21 of the California Vehicle Code.

THERE IS NO COOLING OFF PERIOD

ornia law does not provide for a "cooling off" or other cancellation period for Vehicle leases. Therefore, You cannot later cancel this lease simply use You change Your mind, decided the Vehicle costs too much, or wish You had acquired a different Vehicle. You may cancel this lease only the agreement of the Lessor or for legal cause, such as fraud.

have the right to return the Vehicle, and receive a refund of any payments made if the credit application is not approved, unless nonapproval ts from an incomplete application or from incorrect information provided by You.

ication: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

e: [redacted] By: [redacted] Title:

ssee N/A By: X Title:

I ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON REVERSE SIDE OF THIS CONTRACT.

not sign this lease before You read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this ; (3) Warning - Unless a charge is included in this lease for public liability or property damage insurance, payment for that coverage is not ded by this lease.

ICE: You state that You have been given notice of an assignment of this lease by the Lessor to Holder and a filled-in copy of this lease at the time You sign it.

e: [redacted]

[redacted] N/A

and Lessee are hereby notified that Holder has assigned to QI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) spect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.

accepts this lease and assigns it to Holder under the terms of the finance or lease plan agreement between Lessor and Finance Company unless ise indicated here:

: SANTA MARGARITA FORD By: X Title: MGR

02-P Dec 05

s editions may NOT be used.

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - CO-LESSEE/GUARANTOR COPY PLY 4 - LESSOR

listed on the front of this lease if You have any questions regard

VEHICLE MAINTENANCE, INSURANCE AND USE

19. **VEHICLE USE AND SUBLEASING** You will not use, or permit others to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state where first titled or registered for more than **30** days without Finance Company's written consent, (d) outside the United States, except for less than **30** days in Canada or Mexico or (e) as a private or public carrier. You will keep this lease and Vehicle free of all liens and encumbrances. **You will not assign or sublease any interest in the Vehicle or lease without Finance Company's written consent.**

0. **VEHICLE MAINTENANCE AND OPERATING COSTS** Proper Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. The manufacturer will invalidate warranty coverage on parts affected by a failure to maintain the Vehicle as required by the manufacturer. (See Lessor Services, Item 15, on the front of this lease)

1. **DAMAGE REPAIR** You are responsible for repairs of **All Damage** which are not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to **Exterior Sheet Metal, Plastic Components,** and to **Vehicle Safety Systems,** including air bag, seat belt and bumper system components. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts. Discuss this requirement with Your insurance company prior to signing a collision repair estimate or before authorizing any collision repair work.

If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

22. **VEHICLE INSURANCE** If the state in which You title/register the Vehicle establishes or changes the minimum automobile liability insurance limits greater than those listed on the front of this lease in Section 17, "Vehicle Insurance Minimums," for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by the state. **These amounts may not be sufficient to cover all Your liabilities. You may wish to consult Your insurance advisor about obtaining additional coverage.** You will list the loss payee and additional insured as requested by Lessor. You must give Finance Company evidence of this insurance.

You authorize Finance Company, on Your behalf, to receive and endorse checks or drafts, and settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this lease or Holder's interest in the Vehicle.

If You or Finance Company obtain a refund for amounts paid to third parties for insurance, service contracts, or any other amount paid to a third party included in the Gross Capitalized Cost of this lease, You must pay to the Holder the entire amount of the refund and You authorize the Holder to subtract the refund from the amount You owe under this lease.

LESSOR IS NOT PROVIDING VEHICLE INSURANCE OR LIABILITY INSURANCE

If you title/register the Vehicle in, or change the garage location of the Vehicle to a state where Finance Company has established minimum automobile liability insurance limits greater than those listed on the front of this lease for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by Finance Company.

ENDING YOUR LEASE

TERMINATION This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor or another place designated by Finance Company, and (c) the payment by You of all amounts owed under this lease. Finance Company may cancel this lease if You default.

RETURN OF VEHICLE If You do not buy the Vehicle at lease end, You must return it to Lessor unless Finance Company designates another place. Upon return of the Vehicle, You must pay the Disposition Fee shown on the front of the lease in Section 3, "Other Charges." If, upon termination of the lease, You enter into a lease agreement or retail installment contract for a new vehicle which is assigned to or administered by Finance Company, You will not be required to pay the Disposition Fee. If You fail to return the Vehicle, You must continue to pay the monthly payments **plus** other damages to Finance Company, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.

STANDARDS FOR EXCESS WEAR AND USE You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) **Tires** which are unmatched, unsafe or have less than **1/8** inch of remaining tread in any place; (b) **Electrical or Mechanical** defects or malfunctions; (c) **Glass, Paint, Body Panels, Trim and Grill Work** that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented or rusted; (d) **Interior** rips, stains, burns or worn areas; and (e) **All Damage** which would be covered by collision or comprehensive insurance whether or not such insurance is actually in

27. **VOLUNTARY EARLY TERMINATION AND RETURN OF THE VEHICLE** You may terminate this lease early by returning the Vehicle to Lessor, unless Finance Company designates another place, and paying the following: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, **plus** (b) all other amounts then due under this lease, **plus** (c) the Disposition Fee listed on the front of this lease in Section 3, "Other Charges."

You will never pay more than the sum of the remaining payments, plus any excess wear and use and mileage charges, and all other amounts then due under this lease.

VOLUNTARY EARLY TERMINATION AND PURCHASE OF THE VEHICLE You may purchase the Vehicle from Lessor or a party designated by Holder at any time for a purchase price that cannot exceed the following: (a) past due payments at the time of the purchase, **plus** (b) all other amounts then due under the lease (except excess wear and use and mileage charges), **plus** (c) any other charges, including the purchase option fee in Section 10, "Purchase Option at End of Lease Term", connected to the early termination and purchase, **plus** (d) the Unpaid Adjusted Capitalized Cost. You may also be charged for any taxes and other charges incidental to the sale. Payment of the purchase price will satisfy Your liabilities under this lease.

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an **actuarial basis.** Rent Charges are earned when due. Lessor or Finance Company will provide You with a written explanation of the actuarial method upon

comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts. Your use or repair of the Vehicle must not invalidate any warranty.

If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

5. **ODOMETER STATEMENT** Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease.

Rent Charges are earned when due. Lessor or Finance Company will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and Finance Company, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense from an independent third party agreeable to Finance Company at least 3 days prior to any scheduled sale date of the Vehicle, or (c) if not established by agreement or appraisal, the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the Vehicle at wholesale.

Please contact Finance Company at the telephone number or website listed on the front of this lease if You have any questions regarding terminating Your lease.

DEFAULT AND LOSS OF VEHICLE

1. **DEFAULT** You will be in default if (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You are in default, and You have not exercised Your rights in Section 27, the "VOLUNTARY EARLY TERMINATION" paragraph, Finance Company may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Finance Company the right to go on Your property to peacefully retake the Vehicle. Even if Finance Company retakes the Vehicle, You must still pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Fair Market Wholesale Value, plus (b) all other amounts then due under this lease. You must also pay all expenses, including reasonable attorney's fees, payable by Finance Company to obtain and hold the Vehicle, collect amounts due and enforce Holder's rights under this lease. You authorize Finance Company to cancel Your insurance and apply any proceeds to Your obligation.

29. **LOSS OR DESTRUCTION OF VEHICLE** If the Vehicle is stolen or destroyed, You will pay to Finance Company: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under this lease, minus (c) any insurance proceeds received by Finance Company. Gap Waiver: If You had in effect the insurance required under this lease and Finance Company receives the full proceeds, You will pay to Finance Company: (a) any past due monthly lease payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease. Even if the Vehicle is insured, until Finance Company receives the appropriate amount above, You are responsible for the scheduled monthly payments.

ADDITIONAL INFORMATION

. **ASSIGNMENT AND ADMINISTRATION** When You and Lessor sign this lease, Lessor will assign it to Holder. Finance Company or a substitute will administer this lease. You must then pay all amounts due under this lease to Finance Company. All payments must be made in U.S. funds.

If Finance Company is not the Holder of this lease, Holder has appointed Finance Company as its agent. As agent for Holder, Finance Company has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.

. **TAXES** You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.

. **TITLING** The Vehicle will be titled in the name of Holder. You will register the Vehicle as directed by Finance Company. You will pay all license, title and registration costs.

33. **INDEMNITY** You will indemnify and hold harmless Lessor, Finance Company and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You will promptly pay all fines and tickets imposed on the Vehicle or its driver. If You do not pay, You will reimburse Finance Company and pay a **$20** administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.

34. **SECURITY DEPOSIT** Your security deposit may be used by Finance Company to pay all amounts that You fail to pay under this lease. You will not receive any interest, profits or other earnings on Your security deposit(s).

35. **CONSUMER REPORTS:** You authorize Finance Company and Holder to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this lease.

36. **GENERAL** Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth on the front of the lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be good.

ARBITRATION PROVISION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either You or Lessor/Finance Company/Holder ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the

ARBITRATION PROVISION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either You or Lessor/Finance Company/Holder ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between You and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either You or we choose to arbitrate a Claim, then You and we agree to waive the following rights:

- **RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY**
- **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION**
- **BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT**
- **RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR**
- **OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT**

Rights You And We Do Not Give Up: If a Claim is arbitrated, You and we will continue to have the following rights, without waiving this arbitration provi-ion as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the ownership interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

Either Party must contact any association below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the asso-iation.

- American Arbitration Association ("AAA"), at 1-800-778-7879, or www.adr.org;
- National Arbitration Forum, at 1-800-474-2371, or www.arb-forum.com.

there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total rea-onable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of $125. We will pay the hole filing fee if we demand arbitration first. Any portion of this arbitration clause, other than waivers of class action rights, that is unenforceable shall be evered, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed unenforceable for any reason in a case in which class tion allegations have been made, the remainder of this arbitration clause shall be unenforceable.

9002-P Dec 05
ious editions may NOT be used.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

EXHIBIT B

IAINTENANCE PLAN APPLICATION, ERMS & CONDITIONS

EW AND PRE-OWNED VEHICLES

EXTENDED SERVICE PLAN

SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

1 F A H P 2 E W 6 A G [redacted]

Vehicle Identification Number ("VIN") (17 Digits)

Warranty Start Date: 11/20/09

Signature Date: 11/20/09

☒ Gas
☐ Diesel
☐ Hybrid

SECTION B - TYPES OF MAINTENANCE PLANS

:OVERAGES: ☒ PREMIUM ☐ LIMITED ☐ ENGINE ☐ BASIC (Standard Deductible is $0)

ERVICE INTERVALS: ☐ 3,000 ☐ 5,000 ☒ 7,500 ☐ 10,000 (Diesel and Hybrids only)

PTION: ☐ First Day Rental (Premium Maintenance Only)

SECTION C - COVERAGE TERM AND COST

or **Premium Maintenance Coverage Plans,** coverage **BEGINS** at the New Vehicle Limited Warranty Start Date and Zero Miles. overage **ENDS** at **THE EARLIER OF** the Number of Months Purchased, the Number of Miles Purchased or upon completion the Maximum Number of Service Intervals Purchased from the New Vehicle Limited Warranty Start Date or Zero Miles.

or all other Maintenance Coverage Plans, coverage **BEGINS** at the Signature Date and Current Mileage. Coverage **ENDS** at **HE EARLIER OF** the Number of Months Purchased, the Number of Miles Purchased or upon completion of the Maximum umber of Service Intervals Purchased from the Signature Date or Current Mileage.

Maintenance Plans	Monthly Duration and Expiration Date	Mileage Duration (no tenths) and Expiration Distance	Purchase Price	Sales Tax	Total Purchase Price and Sales Tax
MAINT PLAN	36/11-20-12	30000 /30000	$ 565.00	$ 55.09	$ 620.09
Current Mileage: 115	Service Visits: 4	Totals	$ 565.00	$ 550875.00	$ 551440.00

SECTION D - DISCLOSURE INFORMATION

OTE: THE PURCHASE OF THIS MAINTENANCE AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN INANCING FOR A MOTOR VEHICLE.

acknowledge receipt of a complete copy of this Maintenance Agreement (the Application, Terms and Conditions constitute e entire Maintenance Agreement) at the time of signing and agree to all the terms and conditions. I agree to maintain the ehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage nder this Maintenance Agreement, except as otherwise provided by applicable law.

[redacted]

aintenance Agreement Purchaser Signature (not valid without signature)

11/20/2009
Signature Date

[redacted] LONG BEACH CA [redacted]

aintenance Agreement Purchaser Holder Name and Address

HTD LEASING LLC

aintenance Agreement Lienholder Name

SECTION E - DEALERSHIP INFORMATION

SANTA MARGARITA FORD 30031 SANTA MARGARITA PKWANCHO SANTA MARGARITA, 92688

ealership Name and Address (Selling Dealer)

(49) 59-6800 (Phone)

( ) (Fax)

ealership Signature

Dealership Numbers

Dealer P&A Code

-8324-MNTC (Nov 08) - Previous Editions May Not be Used

CUSTOMER COPY

PE13-003 001639LCPV

TERMS AND CONDITIONS

This is either a Premium Maintenance Plan, Limited Maintenance Plan, Engine Maintenance Plan or Basic Maintenance Plan Agreement hereinafter known as "PMP" "LMP," "EMP," or "BMP" or collectively known as "Maintenance Agreement" unless specified otherwise) between the Maintenance Agreement Purchaser ("You" or "Your") and Ford Motor Company, the Provider ("We" or "Us").

WHAT THIS AGREEMENT COVERS: If You elected PMP Coverage, You have scheduled maintenance services for the earlier of the selected time, mileage or maximum number of service visits purchased and coverage for Wear Items (brake pads and linings, clutch disc, spark plugs excluding spark plugs in CA) engine belts and hoses, wiper blades and shock absorbers), installed on the vehicle. If You elected LMP or BMP coverage, You have scheduled maintenance services for engine oil and filter changes, a multi-point inspection, and rotation of tires for the selected time, mileage or maximum number of service visits purchased. If You elected EMP, You have scheduled maintenance services for engine oil and filter changes only for the selected time, mileage or maximum number of service visits purchased. You are not entitled to a refund if You do not use all the services provided.

WHAT IS NOT COVERED: Unless stated otherwise, this Maintenance Agreement does not cover:

) Repairs or services covered by the Original Equipment Manufacturer a manufacturer recall or any insurance or warranty;

) Repairs or services by lack of required or recommended Scheduled Maintenance;

) Repairs or services to the vehicle if the odometer is altered, broken, repaired or replaced so that We cannot determine the actual mileage on the vehicle;

) A vehicle is excluded from coverage if, on the Signature Date, (1) the New Vehicle Limited Warranty for the vehicle or specified component parts is voided, in whole or in part, (2) the vehicle is branded, totaled, or salvaged, or (3) We cannot determine the VIN;

) Vehicles manufactured for sale outside the United States, District of Columbia or Canada;

Taxis, limousine/livery, rentals, vehicles used for competitive driving/racing/off-road use, all performance modified vehicles (including Roush and Saleen modified vehicles), 4X2 equipped vehicles modified with 4X4/AWD capabilities, electric vehicles, all compressed natural gas or liquid propane gas vehicles and all vehicles using full synthetic oil;

) Additional exclusions for PMP Coverages include police, fire, ambulance, tow truck, shuttle, incomplete vehicles, all vehicles equipped with snow plows, and Ford E-450 and F-450 higher vehicles or equivalent competitive make (non-Ford, Lincoln or Mercury) vehicles. For LMP, BMP or EMP coverages, additional exclusions include vehicles using full synthetic oil, and any Ford F-650 and higher vehicles or equivalent competitive make (non-Ford, Lincoln or Mercury) vehicles.

) Service adjustments and cleaning, batteries of all types and cables, brakes (front hub, drums, shoes and disc rotors), coolant, exhaust system (includes catalytic converter), filter fluids, lubricants, lights (bulbs, sealed beam, lenses), spark plug wires, squeaks and rattles, tires, tune-ups, wheel balancing, and wheel alignment;

Service adjustments (glass and body parts), bright metal bumpers, door handles, glass, moldings, ornamentation, paint, rust, sheet metal, structural underbody framework, sideview mirrors (glass and housing), water leaks, wind noise, weatherstrips, wheels, wheel studs, wheel covers and ornaments, convertible top, fabric, liners, zippers, fasteners, buttons, carpets, dash pad, door and window handles, knobs, rearview mirror (glass and housing), trim and upholstery; and

Costs or expenses for the teardown, inspection or diagnosis of Failure not covered by this Agreement.

WHERE TO GO FOR SERVICE AND REPAIRS: For the performance of covered services and repairs under PMP and LMP. You may go to any other Ford or Lincoln Mercury franchised dealership in the United States or Canada for covered services. If You require assistance for covered services or locating the nearest Ford or Lincoln Mercury dealership on a Ford or Mercury vehicle, please contact Ford Customer Relations Center at 1-800-392-FORD. If the vehicle is a Lincoln, please call 1-800-521-4140. For competitive make vehicles, a Ford or Lincoln Mercury dealership must be used for covered services unless the servicing dealership authorizes Your referral to another dealership or facility. For the performance of covered services under BMP or EMP, You must return to the Selling Dealer.

REPAIRS AND MAINTENANCE SERVICE ARE MADE WITH AUTHORIZED NEW OR REMANUFACTURED PARTS All repairs and covered maintenance services will be made with authorized new or remanufactured parts or other products We authorize.

LOSS LIMITS We will pay up to the Retail Value of the vehicle for all covered services or repairs.

CONTRACT MODIFICATIONS AND CHANGES You may change Your coverage at any time while this Agreement is in force.

TRANSFERABILITY: PMP may be transferred if You pay Us a $75 transfer fee and You or the transferee of this Maintenance Agreement initiates the transfer process and provides the following items to Us or Your Selling Dealer at P.O. Box 6045, Dearborn, Michigan 48121:

) a letter, signed by You, transferring this Maintenance Agreement to the transferee;

) a statement of the mileage on the vehicle at the time of transfer; and

) the name and address of the transferee.

MP, LMP, and EMP covers only the original Maintenance Agreement Holder and may not be transferred or assigned.

CANCELLATION - YOUR RIGHT TO CANCEL THIS PLAN & RELATED REFUNDS: IF A CANCELLATION REQUEST IS RECEIVED WITHIN THIRTY (30) DAYS FROM THE SIGNATURE DATE, AND NO SERVICES HAVE BEEN PERFORMED UNDER THE MAINTENANCE AGREEMENT, We will terminate the Maintenance Agreement and refund the full purchase price of the Maintenance Agreement less a $75 processing fee.

IF A CANCELLATION REQUEST IS RECEIVED AFTER THE 30TH DAY FROM THE SIGNATURE DATE, OR IF ANY SERVICE OR REPAIR HAS BEEN PERFORMED AT ANY TIME DURING THE TERM OF THE MAINTENANCE AGREEMENT We will terminate the Maintenance Agreement and make a refund on a Pro Rata basis refund, less a $75 processing fee. This means that the cost of the Maintenance Agreement will be divided equally by the number of months in the term of the Maintenance Agreement, or the number of miles scheduled in the Maintenance Agreement, depending on which actual usage, months or miles, is greater. Your refund will then be prorated on the remaining unused portion of the months or miles, whichever is less.

cancellation requests must be submitted in writing by You.

If the Selling Dealer is no longer in business, You may submit a written request to Ford Motor Company, Extended Service Plan Headquarters, P.O. Box 6045, Dearborn, Michigan 48121. A copy of the Registration Form and an odometer reading statement (that is, a true statement of the Vehicle's current mileage) must be included with Your request for cancellation. Your refund will be based on the purchase price You paid for the Maintenance Agreement.

DISPUTE RESOLUTION AND ARBITRATION: Either You or We may choose to have any dispute related to this Maintenance Agreement, the solicitation or sale of the Maintenance Agreement and related coverages under this Maintenance Agreement decided by binding arbitration. You agree not to consolidate or group Your dispute with other arbitrations or disputes concerning this Maintenance Agreement. You agree that you will not participate in any class arbitration concerning this Maintenance Agreement. You or We may contact the National Arbitration Forum at 1-800-474-2371 or www.arb-forum.com to begin arbitration. You may obtain the National Arbitration rules (the "Rules") from the National Arbitration Forum. If there is a conflict between the Rules and this Maintenance Agreement, this Maintenance Agreement shall govern.

We will pay Your reasonable arbitration fees and expenses that are in excess of $125. You may employ an attorney to represent You in the arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney. If we request arbitration, We will pay the filing fee.

This Maintenance Agreement is subject to the Federal Arbitration Act (9 U.S.C. section 1 et. seq.) and the arbitration decision shall be in writing with a supporting opinion.

EXHIBIT C

HOLLIS A. THIEL AIA / ASSOCIATES
architecture engineering consulting

August 9, 2010

Ford Motor Company
16800 Executive Plaza Drive
Mail Drop 3NE-B
Dearborn, MI 48126

RE: 2010 Ford Taurus leased by Hollis A. Thiel
VIN # 1FAHP2EW6AG115417

To Whom It May Concern:

I am writing this letter to Ford pursuant to California Civil Code Section 1793.22(b) and the Owner's Guide.

I have experienced numerous life-threatening failures of my vehicle. Specifically, it dies while I am driving it. This often happens while I am in traffic and it therefore exposes me to being involved in a serious accident.

The car died on me while I was driving it on the following dates: 11-20-09, 12-22-09, 1-7-10, 2-18-10, 3-27-10 and 4-15-10.

On 5-20-10 I took the car to Pacific Ford to have them look at the problem. They could not verify the problem and were unable to fix it. (see attached invoice)

The car died again on 5-22-10.

On 6-1-10 I took the car back to Pacific Ford concerning the same problem. It should be noted that the car died that day on my way to Pacific Ford. Once in Pacific Ford, a mechanic took a ride with me, but he could not verify the problem. He said a "Mr.

6072 appian way • long beach, california 90803 • (562) 433-0101 • fax (562) 433-9885

Ellis" would call me regarding the black box, but Mr. Ellis never called me. (see attached invoice)

The car died again on 7-5-10 and 7-6-10.

It is my position that this defect results in a condition that is likely to cause death or serious bodily injury if the car is driven. I am exposed to a major car accident when it dies on me while in traffic. I have now taken the car into Pacific Ford on two occasions and they are unable to fix the problem.

I have driven Ford products for over thirteen years and would prefer to continue my relationship with Ford, but I need a car that is safe and dependable.

Please contact me immediately upon receipt of this correspondence.

Yours very truly,

Hollis A. Thiel
(562) 433-0101

cc: Pacific Ford
Service Manager

7009 2250 0003 3586 0765

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CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To
Ford Motor Co mailDrop 3NE-B
Street, Apt. No.; or PO Box No.
16800 Executive Plaza Dr
City, State, ZIP+4
Dearborn MI 48126

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ford Motor Co
16800 Executive Plaza Dr
Mail Drop 3NE-B
Dearborn MI 48126

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X PITNEY BOWES MANAGEMENT SE ☐ Agent ☐ Addressee

B. Received by (Printed Name) AUG
C. Date of Delivery 12 2010

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
7009 2250 0003 3586 0765

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7009 2250 0003 3586 0758

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
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Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: Pacific Ford
Street, Apt. No.; or PO Box No.: 3600 Cherry Ave
City, State, ZIP+4: Long Beach CA 90807

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Pacific Ford
3600 Cherry Ave
Long Beach CA
90807

COMPLETE THIS SECTION ON DELIVERY

A. Signature [redacted]
☑ Agent
☐ Addressee

B. [redacted] Date of Delivery 8/11/10

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

7009 2250 0003 3586 0758

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

EXHIBIT D

LAW OFFICE OF ADAM C. THIEL
7755 Center Avenue, Suite 1100 • Huntington Beach, California 92647
Phone (714) 372-2255 • Fax (714) 908-3666

Via Certified Mail

September 2, 2010

Ford Motor Company
16800 Executive Plaza Drive MD4 South
Dearborn, MI 48126-4207

Re: My client: Hollis A. Thiel
Case no.: 1403612350

Dear Sir or Madam:

Please allow this letter to serve as the formal letter of representation on behalf of my client, Hollis A. Thiel. Please direct all further communications concerning this matter to my office.

Attached hereto is a copy of a letter that Mr. Thiel sent to Ford Motor Company on August 9, 2010.

The vehicle at issue is likely to cause death or serious bodily injury. It repeatedly stalls while he is driving it in traffic. Furthermore, this past week, it stalled on him and was the cause of an accident.

Mr. Thiel has now clearly satisfied the requirements of Civil Code Section 1793.22(b). He has notified the manufacturer and he has taken the vehicle into a dealership on two occasions for repair. The dealership was unable to repair it.

We ask that Ford comply with California's lemon laws, immediately take back the vehicle, and reimburse Hollis Thiel for any and all expenses associated therewith. Please do not hesitate to contact me at (949) 422-6540 if you have any questions or concerns.

Very truly yours,

Adam C. Thiel

7008 1140 0000 1307 5106

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Postage	$ 0.81
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.91

COPY PRO KRISHNA INC LONG BEACH CA
Postmark Here
SEP 2010

Sent To

Street, Apt. No.; or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ford Motor Company
16800 Executive Plaza Drive
MD4 South
Dearborn, MI
48126.4207

2. Article Number (Transfer from service label) 7008 1140 0000 1307 5106

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X PITNEY BOWES ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

EXHIBIT E

LAW OFFICE OF ADAM C. THIEL
7755 Center Avenue, Suite 1100 • Huntington Beach, California 92647
Phone (714) 372-2255 • Fax (714) 908-3666

Via Certified Mail

October 19, 2010

Ford Motor Company
16800 Executive Plaza Drive
Mail Drop 3 NE-B
Dearborn, MI 48126

Re: My client: Hollis A. Thiel
Case no.: 1403612350

Dear Sir or Madam:

On September 2, 2010, I sent Ford the attached letter. To date, no one has responded. Furthermore, Hollis A. Thiel has had zero cooperation from the local dealership in getting this matter resolved.

The vehicle at issue is likely to cause death or serious bodily injury.

Mr. Thiel has now clearly satisfied the requirements of Civil Code Section 1793.22(b). He has notified the manufacturer and he has taken the vehicle into a dealership on at least two occasions for repair. The dealership was unable to repair it. At this point, we view Ford's inaction and/or refusal to comply with CA's lemon laws as being a willful refusal to comply. As such, in the event this matter proceeds to litigation we intend to seek the maximum amount of penalties available to us pursuant to Civil Code Section 1794, as well as attorney fees and costs.

We demand that Ford IMMEDIATELY take back its vehicle and provide Hollis A. Thiel with a full refund.

Very truly yours,

Adam C. Thiel

cc: Ford Legal Department (MD4 South)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ford Motor Company
16800 Executive Plaza Drive
Mail Drop 3NE-B
Dearborn, MI 48126

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X MANAGEMENT SERVICES ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7010 1870 0002 7717 0639

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ford Motor Company
16800 Executive Plaza Dr.
MD 4 South
Dearborn, MI 48126-
4207

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X MANAGEMENT SERVICES ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service l 7010 1870 0002 7717 0622

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

EXHIBIT F

BBB AUTO LINE
Customer Claim Form

Case number:	FRD1028781
Contact date:	11/02/10
Start date:	

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: HOLLIS THIEL

Mailing address: 6072 E APPIAN WAY

City: LONG BEACH State: CA Zip code: 90803

Day phone: (562) 433-0101 Evening phone: 562 4330101 Cell phone:

Fax: 562 433 9885 E-mail address:

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: Taurus Year: 2010 Current mileage: 12,925

Name(s) that appears on the vehicle title: Hollis Thiel

Selling dealer/city/state: , , CA SANTA MARGARITA FORD, RANCHO SANTA MARGARITA, CA

Primary Servicing dealer/city/state: PACIFIC FORD, LONG BEACH CA

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 11-20-2009 Mileage at purchase/lease: 115

First repair attempt date: 5-20-10 First repair attempt mileage: 6289

How often is the vehicle used for business purposes (percentage): 10%-15% 0 % Number of vehicles registered in California by vehicle owner/lessee: 2 Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☒ yes Date of accident: 8-28-10

Description of damage: CAR PIED, RAN INTO STEEL POLE, RIGHT FRONT DAMAGE

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

I WANT TO RETURN THE CAR FOR A FULL REFUND

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER 1FAHP2EW6AG115417

Lienholder/Leasing Company CAB WEST LLC **Phone Number** —

FORD CREDIT 1-800-727-7000

CACCF

PE13-003 001653LCPV

Case Number: FRD1028781

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example:				
A/C won't cool properly	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day**	**yes**
CAR SURGES 3-4 TIMES & DIES - NO POWER	PACIFIC FORD - LONG BEACH CA	3	5-20-10, MILEAGE 6289 1 DAY	YES
"	"		6-1-10, MILEAGE 6699 2 DAYS	YES
"	"		7-13-10, MILEAGE 7750 1 DAY	YES

Total days out of service for all problems: 4

Signature of Titled Owner(s) Kelli A. Hill Date 11-26-10

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
12/9/2010 OPEN	[redacted] DRP-VEHICLE REPURCHASE REQUEST	1FAHP2EW6AG[redacted] 1403612350	2010 TAURUS	06
10/20/2010 CLOSED	[redacted] LEGAL - ACCIDENT	1FAHP2EW6AG[redacted] 1403612350	2010 TAURUS	10
10/20/2010 CLOSED	[redacted] WARRANTY - REPAIR MUST BE PERFORMED AT F/LM	1FAHP2EW6AG[redacted] 1403612350	2010 TAURUS	01
8/31/2010 CLOSED	[redacted] CLP - IN - SERVICE REPAIR - AT RISK	1FAHP2EW6AG[redacted] 1403612350	2010 TAURUS	04

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All Action Details for Issue

Print

VIN: 1FAHP2EW6AG[redacted] **Year:** 2010 **Model:** TAURUS **Case:** 1403612350
Name: MR[redacted] **Owner Status:** Original **WSD:** 2009-11-20
Symptom Desc: SURGE ACCELERATION ALL ENGINE TEMP **Primary Phone:** [redacted]
Reason Desc: DRP-VEHICLE REPURCHASE REQUEST **Secondary Phone:** [redacted]
Issue Type: 06 BBB AUTO LINE/DACO **Issue Status:** OPEN

Action: OPEN - PENDING ELIGIBILITY
Dealer: 11846 PACIFIC FORD LINCOLN **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 12925 MI **Comm Type:** MAIL
Analyst Name: GRESS,JEFF **Analyst:** J-GRESS1
Action Date: 12/01/2010 **Action Time:** 16.00.47.141 **Action Data:** No

Comments NEW CASE: FRD1028781. PROBLEMS: CAR SURGES 3-4 TIMES & DIES-NO POWER.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 11846 PACIFIC FORD LINCOLN **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 12925 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 12/02/2010 **Action Time:** 11.05.35.601 **Action Data:** No

Comments OPEN - CABBB CASE ELIGIBLE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 11846 PACIFIC FORD LINCOLN **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 12925 MI **Comm Type:** OTHER
Analyst Name: GOFF (DGOFF9),DONNA **Analyst:** DGOFF9
Action Date: 12/09/2010 **Action Time:** 11.18.13.588 **Action Data:** No

Comments 12/9/2010 11:17 AM---DONNA GOFF DISPUTE RESOLUTION SPECIALIST FORD CUSTOMER RELATIONSHIP CENTER866-567-6518 EXT. 7428 (DIRECT) | 866-440-7680 (EFAX)DGOFF9@FORD.COM-- REQUEST CASE BE CLOSED OUT OF JURISDICTION AS CONSUMER CLAIMS ACCIDENT WITH DAMAGE DUE TO PRODUCT DEFECT.

All Action Details for Issue

Print

VIN: 1FAHP2EW6AG[redacted] **Year:** 2010 **Model:** TAURUS **Case:** 1403612350
Name: MR[redacted] **Owner Status:** Original **WSD:** 2009-11-20
Symptom Desc: STALLS/QUITS CRUISE **Primary Phone:** [redacted]
Reason Desc: LEGAL - ACCIDENT **Secondary Phone** [redacted]
Issue Type: 10 OGC **Issue Status:** CLOSED

Action: ADVISE CUSTOMER INFO WILL BE SENT TO OGC
Dealer: 01597 SANTA MARGARITA FORD **Origin Desc:** US CONCERN CASE BASE
Odometer: 12000 MI **Comm Type:** PHONE
Analyst Name: CUEVAS (CCUEVAS2),CASSANDRA **Analyst:** CCUEVAS2
Action Date: 10/20/2010 **Action Time:** 14.37.57.240 **Action Data:** Yes

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
KIM		THIEL	5627157378	SPOUSE

Comments CUSTOMER SAID: CW, KIM THIEL, SPOUSE-CUST'S INFORMATION:6072 E APPIAN WAYLONG BEACH, CA 90803DAYTIME PHONE [redacted]CELL-CUST'S HUSBAND WAS INVOLVED IN AN ACCIDENT ON SAT. 8/28/10-NO OTHER CARS WERE INVOLVED, NO POLICE REPORT-VEH STALLED OUT WHILE GOING DOWN A HILL ON THE ROAD-LOST POWER STEERING AND BRAKES-RAN INTO A POLE ON THE SIDE OF THE ROAD SO AS NOT TO HIT VEHS IN FRONT OF HIM-WAS NOT INJURED-THE FRONT END OF THE VEH WAS DAMAGED-THEY DID NOT CALL IT INTO THEIR INSURANCE COMPANY BECAUSE THEY FEEL THAT SINCE THE VEH IS NOT FIXED, IT WILL HAPPEN AGAIN-CONTACTED AN ATTORNEY-HE HAS ALREADY SENT LETTERS TO FORD-THEY HAVE NO FOLLOW UP FROM FORD LEGAL-WANTED THE VEH FIXED-NO LONGER WANTS THE VEHDEALER SAID: SANTA MARGARITA FORD30031 SANTA MARGARITA PARKWAYRANCHO SANTA MARGARITA CA 92688(877) 345-5559CRC ADVISED: I WILL FORWARD YOUR INFORMATION TO FORD'S OFFICE OF THE GENERAL COUNSEL. YOU SHOULD RECEIVE A WRITTEN RESPONSE WITHIN 15 BUSINESS DAYS TO YOUR CONCERN. NOTE TO CCR: REMEMBER TO VERIFY ALL CUSTOMER CONTACT INFORMATION AND DOCUMENT INCIDENT/ACCIDENT DATE PRIOR TO SENDING ISSUE.**OBC TO CUST AT DAYTIME PHONE # [redacted] TO VERIFY ACCIDENT INFORMATION-ADVISED CUST THAT HER CASE WILL BE SENT TO LEGAL-ATTORNEY HAS ALREADY SENT LETTERS AND HAS NOT HEARD BACK-CUST'S INFORMATION:6072 E APPIAN WAYLONG BEACH, CA 90803

Data Element Name	Data Value
FIRE / ACCIDENT	A

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All Action Details for Issue

Print

VIN: 1FAHP2EW6AG[redacted] **Year:** 2010 **Model:** TAURUS **Case:** 1403612350
Name: MR [redacted] **Owner Status:** Original **WSD:** 2009-11-20
Symptom Desc: STALLS/QUITS CRUISE **Primary Phone:** [redacted]
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM **Secondary Phone** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY
Dealer: 01597 SANTA MARGARITA FORD **Origin Desc:** US CONCERN CASE BASE
Odometer: 12000 MI **Comm Type:** PHONE
Analyst Name: CUEVAS (CCUEVAS2),CASSANDRA **Analyst:** CCUEVAS2
Action Date: 10/20/2010 **Action Time:** 14.30.18.902 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
KIM		THIEL	5627157378	SPOUSE

Comments CUSTOMER SAID: **AS PER HISTORICS ON 8/23/10**-VEH KEEPS STALLING OUT WHILE CUST'S DRIVING VEH-DOWN A HILL, CRUISE, IDLE-VEH HAS BEEN TO A SERVICING DLRSHP 3 TIMES-THEY CANNOT DUPLICATE THE SYMPTOM-HAS GOTTEN AN ATTORNEY INVOLVED BECAUSE FORD WON'T PAY FOR A LOANER AND THE VEH IS UNSAFE TO DRIVE AND THE DLR CANNOT FIX IT-ATTORNEY SENT LETTERS TO FORD-THERE HAS BEEN NO FOLLOW UP-ATTORNEY ADVISED TO GIVE IT ONE MORE CHANCE FOR FORD TO FIX IT-WILL BE TAKING VEH BACK TO SELLING DLRSHP, SANTA MARGARITA FORD-CALLED DLR AND THEY SAID THAT THEY HAVE NO LOANERS-CUST WANTS TO KNOW WHY THE LOANER ISN'T COVERED IF THERE IS A WARRANTY ON THE VEHDEALER SAID: SANTA MARGARITA FORD30031 SANTA MARGARITA PARKWAYRANCHO SANTA MARGARITA CA 92688(877) 345-5559CRC ADVISED: WE RECOMMEND THAT YOUR VEHICLE BE INSPECTED BY A FORD/LINCOLN/MERCURY DEALERSHIP TO DETERMINE THE CAUSE OF ANY SYMPTOMS YOUR VEHICLE MAY BE EXPERIENCING. IF THERE IS NO COVERAGE UNDER APPLICABLE WARRANTIES, RECALLS OR ESP'S, REPAIRS AND SERVICES WOULD BE YOUR RESPONSIBILITY. YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED.**ADVISED THAT BTB AND POWERTRAIN WARRANTIES DO NOT PROVIDE LOANER PROVISIONS-ADVISED THAT THE SELLING DLRSHP MAY OR MAY NOT HAVE LOANER VEHS-ADVISED THAT THERE ARE NO ESPS THAT PROVIDE LOANER VEHS-CUST MENTIONED THAT HER HUSBAND WAS INVOLVED IN AN ACCIDENT BECAUSE OF THE VEH STALLING OUT AND HE IS SO UPSET WITH FORD RIGHT NOW AND WILL NEVER BUY ANOTHER FORD VEH AGAIN-WILL RUN LEGAL ACCIDENT PATH

All Action Details for Issue

Print

VIN: 1FAHP2EW6AG[redacted] **Year:** 2010 **Model:** TAURUS **Case:** 1403612350
Name: MR [redacted] **Owner Status:** Original **WSD:** 2009-11-20
Symptom Desc: STALLS/QUITS ACCELERATION **Primary Phone** [redacted]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 08/24/2010

Action: TIER II ESCALATION - UNABLE TO DUPLICATE
Dealer: 11846 PACIFIC FORD LINCOLN **Origin Desc:** US CONCERN CASE BASE
Odometer: 100 MI **Comm Type:** INBOUND CUSTOMER MAIL
Analyst Name: MARSHA WOJEWSKI-BOYD (MWOJEWSK) **Analyst:** MWOJEWSK
Action Date: 08/23/2010 **Action Time:** 11.12.41.963 **Action Data:** No

Comments CUSTOMER SAID: LTR DATED AUG 9-I HAVE EXPERIENCED NUMEROUS LIFE THREATENING FAILURES ON MY VEH. IT DIES WHILE I AM DRIVING IT-THE CAR DIED ON ME ON THE FOLLOWING DATES 11-20-09,12-22-09,01-07-10,02-18-10,3-27-10,04-15-10-ON 05/20/10 TOOK VEH TO PACIFIC FORD THEY COULD NOT VERIFY THE CONCERN AND WAS UNABLE TO FIX IT-CAR DIED ON 05/22/10-ON 06/01/10 TOOK VEH TO PACIFIC FORD A MECHANIC TOOK A RIDE WITH ME AND HE COULD NOT IDENTIFY THE PROBLEM-THE CAR DIED AGAIN ON 07/05 AND 07/06-THIS IS MY POSITION THAT THIS DEFECT RESULTS IN A CONDITION THAT IS LIKELY TO CAUSE DEATH OR SERIOUS BODILY INJURY IF THE CAR ID DRIVEN.OBC TO PACIFIC FORD SPOKE TO BILL. CUST IS ON THE WAITING LIST FOR THE RECORDER. CUST HAS BEEN TO THE DLRSHP TWICE AND CONCERN CAN NOT BE DUPLICATEDCRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE

Action: AWAITING ASSISTANCE - CUSTOMER SERVICE MANAGER
Dealer: 11846 PACIFIC FORD LINCOLN **Origin Desc:** DEALER
Odometer: 7750 MI **Comm Type:** OTHER
Analyst Name: BRIAN ELLIS **Analyst:** B-ELLIS7
Action Date: 08/24/2010 **Action Time:** 13.33.14.489 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
BRIAN		ELLIS	5624263301	DEALER

Comments DEALER'S SERVICE MANAGER / SHOP FOREMAN HAS REVIEWED HISTORY ON VEHICLE THAT HAS BEEN PERFOMED AT PACIFIC FORD. VEHICLE WAS IN ON 5/20/10 @ 6289 MILES WITH CONCERN OF ENGINE SURGE & STALLS OUT WITH FULL TANK FULL & DRIVING DOWN HILL. TECHNICIAN FOUND DTC P2135 (THROTTLE POSITIONOR FAULT & REPLACED THROTTLE BODY. VEHICLE RETURNED ON 06/01/10@6699 MILES & TECHNICIAN DID NOT FIND ANY DTC'S , FUEL SYSTEM PRESSURE WAS CHECKED OK, IGNITION TEST WAS OK, VEHICLE WAS ROADTESTED 40 MILES & WAS UNABLE TO DUPLICATE CONCERN AT THAT TIME. DEALER WILL CONTACT CUSTOMER & SCHEDULE APPOINTMENT FOR CUSTOMER & DEALER'S (VDR) VEHICLE DATA RECORDER WILL BE AVAILABLE APPROX THURS EVENING 8/26/2010.

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 11846 PACIFIC FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 7750 MI **Comm Type:** PHONE

Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 08/24/2010 **Action Time:** 16.48.57.454 **Action Data:** Yes

Comments CSM MELISSA, X 7770 - CASE REVIEW: 7 VEHS ON FILE, LTV SCORE OF A/Z - ACTIVE MAINT PLAN/NO ESP ON FILE - PER AWS, VERIFIED ONE RELATED REPAIR FOR CONCERN - NO HOTLINE INVOLVEMENT - OBC TO CUST @[redacted] - NO ANSWER - LM WITH MY CONTACT INFO ADV I WILL F/U WEDS, 8/25

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-25-2010
TIME OF FOLLOW UP (HH:MM):	20:00

Action: ESCALATED HANDLING REQUIRED - OTHER (EXPLAIN IN COMMENTS)
Dealer: 11846 PACIFIC FORD LINCOLN **Origin Desc:** DEALER
Odometer: 7750 MI **Comm Type:** PHONE
Analyst Name: BRIAN ELLIS **Analyst:** B-ELLIS7
Action Date: 08/25/2010 **Action Time:** 14.10.15.193 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
BRIAN		ELLIS	5622441562	DEALER

Comments ASM CHRISTI ALEXANDER LEFT VOICE MESSAGE FOR MR. THIEL ON TUES 8/24/10 STATING THAT WE HAVE (VDR) VEHICLE DATA RECORDER AVAILABLE & WE NEED TOO ARRANGE TO GET VEHICLE BACK IN FOR DIAGNOSIS/INSPECTION & IF NEEDED INSTALL VDR. ON WEDS 08/25/2010 ASM CHRISTI DID RECIEVE A VOICE MESSAGE BACK FROM MR. THIEL STATING THAT AT THIS TIME HE CONSIDERS VEHICLE UNSAFE TO DRIVE & DOES NOT WANT TO BRING VEHICLE BACK FOR DIAGNOSIS, HE IS CHOOSING TOO USE LEMON LAW. CUSTOMER ALSO STATED THAT HE WILL BE UNDER GOING A MEDICAL PROCEDURE AND WILL NOT BE AVAILABLE FOR CONTACT UNTIL AT LEAST MONDAY 8/30/2010. AMS CHRISTI WILL RE-CONTACT CUSTOMER ON MON 8/30/2010 & OFFER TO MAKE ARRANGEMENTS TO HAVE DEALER PICK UP VEHICLE IF CUSTOMER DOES NOT FEEL SAFE DRIVING VEHICLE TO THE DEALER. (NOTE: SEEMS STRANGE THAT ON LAST VISIT TO DELAER FOR 7.5K MAINTENANCE SERVICE, NOTHING WAS DOCUMENTED ABOUT STALLING CONCERN AT THAT TIME)

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 11846 PACIFIC FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 7750 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 08/25/2010 **Action Time:** 16.41.29.954 **Action Data:** Yes

Comments OBC TO CUST @[redacted]1 - NO ANSWER (2ND ATT) - LM WITH MY CONTACT INFO ADV I WILL F/U THURS, 8/26

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-26-2010
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 11846 PACIFIC FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 7750 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 08/26/2010 **Action Time:** 18.35.16.703 **Action Data:** Yes

Comments CSM MELISSA, X 7770 - OBC TO CUST [redacted] - NO ANSWER - LM REQUESTING A CALLBACK *** OBC TO CUST @[redacted] - NO ANSWER (3RD/FINAL ATTEMPT) - LM - REP WILL SEND UTC LETTER ON

FRI, 8/27

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-27-2010
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 11846 PACIFIC FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 7750 MI **Comm Type:** OUTBOUND CUSTOMER MAIL
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 08/27/2010 **Action Time:** 14.04.15.482 **Action Data:** Yes

Comments CSM MELISSA, X 7770 - SENT UTC LETTER - CUST HAS UNTIL COB THURS, 9/2 TO RESPOND OR CASE WILL BE CLOSED FRI, 9/3

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-03-2010
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CUSTOMER REFUSES SERVICE
Dealer: 11846 PACIFIC FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 7750 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 08/31/2010 **Action Time:** 16.57.27.733 **Action Data:** No

Comments CSM MELISSA, X 7770 - RECEIVED IBC FROM CUST - CUST STATES HE HAS VEH - CUST REITERATED ISSUES WITH VEH STALLING WHEN DRIVING - CUST STATES DLRSHP HAS NOT BEEN ABLE TO VERIFY THESE CONCERNS - ADV CUST OF DLR COMMENTS REGARDING THE RECOMMENDATION TO INSTALL A VDR - CUST STATES HE DOESN'T WANT TO TAKE A CHANCE WITH VEH - STATES VEH IS UNSAFE - STATES WHEN VEH DIES, HE HAS NO CONTROL OVER IT - STATES HE DOES NOT WANT VEH AND WANTS TO FILE FOR LEMON LAW - ADV CUST IT IS OUR GOAL TO REPAIR HIS VEH IF WE'RE ABLE TO VERIFY A CONCERN - CUST KEPT INTERRUPTING REP - STATED HE DOES NOT WANT THIS VEH AND HE WANTS TO FILE FOR LEMON LAW - ADV CUST IT IS HIS RIGHT AS A CONSUMER IF HE WANTS TO FILE FOR LEMON LAW - CUST ADVISED HE WILL HAVE AN ATTORNEY CONTACT ME AND WILL NEVER PURCHASE ANOTHER FORD VEH AGAIN *** CLOSING CASE AS CUST REFUSED TO TAKE VEH TO FORD DLRSHP TO HAVE VDR INSTALLED

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 11846 PACIFIC FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 7750 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 08/31/2010 **Action Time:** 17.57.34.989 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
KIM		THIEL	5627157378	SPOUSE

Comments RECEIVED VM FROM KIM THEIL [redacted] WIFE) REQUESTING I CALL HER BACK * OBC TO CELL @[redacted] THEIL, WIFE) - SHE STATES HER HUSBAND WAS INVOLVED IN AN ACCIDENT AS A RESULT OF THE STALLING - PROVIDED CUST THE CRC NUMBER - ADV CUST THIS WOULD BE A LEGAL ISSUE AND I CANNOT HANDLE IT - CUST ADV SHE WILL HAVE HER ATTORNEY CALL IN TO OUR LEGAL DEPT - CUST THEN

STATED SHE NO LONGER WANTS TO DRIVE THIS VEH AS ITS NOT SAFE; REQUESTED THAT WE PAY FOR A RENTAL VEH - I ADVISED CUST FMC WILL NOT BE PAYING FOR A RENTAL VEH - ADV CUST DLRSHP HAS NOT DETERMINED HER VEH TO BE UNSAFE TO DRIVE AS THEY COULD NOT VERIFY AN ISSUE - CUST REITERATED THAT SHE WILL NOT BE PAYING FOR A RENTAL - CUST REITERATED HAVING HER ATTORNEY CONTACT US

Ford Confidential

BBB AUTO LINE

December 20, 2010

DONNA GOFF
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1028781[redacted] vs Ford Motor Corporation 1FAHP2EW6AG[redacted]

Dear Madam/Sir:

This case has been closed.

Sincerely,

Linda Fernandez at Extension 202

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

December 20, 2010

[redacted]
LONG BEACH CA [redacted]

Re: FRD1028781[redacted] vs Ford Motor Corporation 1FAHP2EW6AG[redacted]

Dear Mr. [redacted]:

We have received your *Customer Claim Form* and supporting documentation concerning your complaint against the manufacturer of your automobile.

After careful review of your case, we have determined that your complaint is not within the jurisdiction of the BBB AUTO LINE program. We have made this determination for the following reasons:

Per rules of HOW BBB AUTO LINE WORKS Booklet: Claims involving a vehicle if the consumer alleges or has alleged that a vehicle defect has caused property damage where the damage is greater than $500.00 will not be arbitrated.

Please refer to the booklet How BBB AUTO LINE Works for further explanation of jurisdictional requirements.

If you disagree with this finding, you may appeal it by sending us a written statement indicating why you think your claim is within the jurisdiction of the BBB AUTO LINE program. This statement must be mailed to the following address within 30 days from the date of this letter:

BBB AUTO LINE
4200 Wilson Blvd
Suite 800
Arlington, VA 22203

If you choose to appeal, a BBB AUTO LINE arbitrator will review your Customer Claim Form, your appeal letter, this Out of Jurisdiction Notice, and the Arbitration Rules. The arbitrator will then make a decision as to whether your allegations are within the jurisdiction of BBB AUTO LINE arbitration. If this review determines that you may proceed to arbitration, your complaint will proceed to a hearing before a different arbitrator in accordance with the BBB AUTO LINE Rules for Arbitration.

Please note that the arbitrator ruling on your appeal will only decide

whether your claim may be heard in arbitration. Even if this arbitrator decides that your claim is within the program's jurisdiction, the arbitrator who presides over your hearing will examine all the facts in your case and may decide that the evidence presented at the hearing does not establish that the claim is within the jurisdiction of BBB AUTO LINE or that any award should be made in your case.

If you require further assistance to discuss your vehicle service concerns, Ford asks that you speak to the dealership Service Manager or contact the Ford Customer Relationship Center to clarify their policy and procedures. The Ford CRC contact information is:

www.ford.com "Contact Us"

1-800-392-3673 (Ford or Mercury Brand Vehicle owners)
1-800-521-4140 (Lincoln Brand Vehicle owners)

Ford Motor Company
P.O. Box 6248
Dearborn, MI 48121

Thank you for bringing your complaint to our attention.

Sincerely,

Linda Fernandez at Extension 202

BBB AUTO LINE

December 9, 2010
Re:carem FRD1028781: [redacted] vs Ford Motor Corporation
1FAHP2EW6AG[redacted]

DONNA GOFF
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Dear Madam/Sir:

It is important that both parties provide information to the arbitrator supporting their respective positions. The BBB follows up with the customer and you to obtain your position. Please return your California Manufacturer Response Form (CAMRF) explaining the basis for the position you are taking on the case and summarizing what action you believe is appropriate for the arbitrator to make based on the facts of the case.

In addition to your arbitration position/CAMRF, please provide any other support documentation (i.e. technical service bulletins, work orders, purchase invoices, etc.) you want the arbitrator to review at the arbitration hearing. It is essential both parties submit information in sufficient time for the BBB to share the documents with the other party so each of you is given adequate time to review the other party's documents and prepare your case.

As of the date of this letter, we have yet to receive your position and support documentation. Please make sure we have your documents no later than five business days after the date of this letter.

Please contact me if you have any questions or if I may be of help.

Sincerely,

Linda Fernandez at Extension 202

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

Ford Motor Corporation

MANUFACTURER RESPONSE FORM
(CALIFORNIA ARBITRATION POSITION STATEMENT)

Case Number: FRD1028781

Vehicle: 2010 Taurus

Customer Name: [redacted]

VIN: 1FAHP2EW6AG[redacted]

Probable Hearing Location: Placentia

Manufacturer's Position:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Documentation Provided (please check):

- ☐ Technical Service Bulletin(s)
- ☐ Recall Notice(s)
- ☐ Vehicle Repair Records
- ☐ Purchase/Lease documentation
- ☐ Other: _____

The manufacturer's position and documentation will be furnished to the customer and the arbitrator prior to a hearing in this case.

I will participate in a hearing ☐ By phone ☐ In person ☐ In writing

Form completed by: _____ Date:___/___/___

Future Contact: _____

Phone: _____ Fax: _____

Please return this form as soon as possible to: BBB AUTO LINE

Fax: 703.247.9700

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

December 1, 2010

DONNA GOFF
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1028781 [redacted] vs Ford Motor Corporation 1FAHP2EW6AG[redacted]

Dear Madam/Sir:

The customer named above has submitted all required information to open a claim, and his/her case is officially opened in the BBB AUTO LINE program. Enclosed you will find a *Customer Claim Form*, a *Manufacturer's Response Form (MRF)*, and any supporting documentation provided by the customer.

Please review the customer's claim. We will contact you within seven days to discuss possible settlement of the claim. If you resolve the dispute, or if you would like our help sooner, please contact me.

Please send us:

a) Your position in this dispute in writing on the attached *MRF*
b) Copies of any documents relevant to this dispute, including the following:
   - Technical service bulletins (if any)
   - Recall notices (if any)
   - Vehicle repair records; and
   - Purchase/lease contracts with respect to this vehicle.

Please complete the *MRF* and fax it to me at 703.247.9700 no later than seven days from the date of this letter.

Your position on the *MRF* and any documents that you attach will be sent to the consumer and arbitrator prior to the hearing.

Thank you for your active participation in the BBB AUTO LINE program. You may call me at 800.334.2406 (see the extension listed below) if you have any questions.

Sincerely,

Linda Fernandez at Extension 202

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

P & A CODE: 05412

PACIFIC Ford

5-20-10

3600 Cherry Ave. Long Beach, CA 90807-4302 • (562) 426-3301 • (800) 334-7711

www.service@pacificford.com

WE RECOMMEND THE FOLLOWING REPAIRS:

1.

2.

ORIGINAL ESTIMATE $			
AUTHORIZED ADD'L REPAIRS $	ADD'L REPAIRS OK'D BY	IN PERSON / PHONED	
AUTHORIZED ADD'L REPAIRS $	DRIVERS LIC. NO. OR I.D.		
TOTAL $	DATE	TIME	

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

SIGNATURE X _____ DATE _____

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF X _____

CROSS REFERENCE TO

SERVICE INSTALLED PARTS

DATE INSTALLED MO. / DAY / YR.	ACCRUED MILEAGE NO TENTHS	ORIGINAL R.O. NUMBER

$ PARTS $ LABOR $ TOTAL

AUTHORIZED SIGNATURE AND DATE

PROGRAM CODE	APPROVAL CODE OR NO.	COMMITMENT CODE

(SIGNED) DEALER OR GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

INVOICE TO

[redacted]

LONG BEACH CA [redacted]

[redacted]

DRIVER/OWNER INFORMATION -- INVOICE: W58693

[redacted]

LONG BEACH CA [redacted]

[redacted]

VEHICLE INFORMATION

TAG: 4756 ADV: 665 CANADA, R INVOICE: PRELIM WAR U CP VIN 1FAH[redacted] LICENSE NUMBER: [redacted]

TAX RULES: NNNNN INVOICED: 05/20/2010 13:13:09 10 FORD TAURUS SEL FWD 4DR SDN BLACK

ODOMETER IN: 6289 OUT: 6289 DIST: FMC DATES INSERVICE: 112009 PRODUCTION: 092409

DATES BEGIN: 05/20/10 DONE: 05/20/10

		OPERATION	TECH	AMOUNT
CONCERN 01	CUSTOMER STATES WHEN FUEL TANK IS FULL & WHEN DRIVING DOWN HILLS THE ENGINE SURGES & STALLS OUT CHECK AND ADVISE	1	111	
CAUSE	W			
CORRECTION	PERFORMED EED TEST FOUND CODE P2135 PT FAULT PERFORMED ELECTRICAL PIN POINT TEST FOUND BAD THROTTLE REMOVE REPLACE THROTTLE SET BASE IDLE RESET KAM AND MONIOT ROAD TEST ALL PIDS OK			
FACTORY	TECH: 111 - HERNANDEZ, GILB CERT#: SSN-0380			
	CONCERN CD: NA			

		OPERATION	TECH	AMOUNT
CONCERN 02	CUSTOMER STATES CHECK ENGINE LITE IS ON AND WRENCH LITE IS COMING ON ENGINE SURGES CHECK AND ADVISE	2	111	
CAUSE	W			
CORRECTION	SEE LINE 01			

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL
FMC 7T4Z 9E926 FA			THROTTLE BODY AND MO	1	

FACTORY	TECH: 111 - HERNANDEZ, GILB CERT#: SSN-0380			
	CONCERN CD: NA			
	FP-7T4Z9E926FA			

		OPERATION	TECH	AMOUNT
CONCERN 24	TEST BATTERY	GBATT	111	
CAUSE	W			
CORRECTION	GREEN = CHECKED AND OKAY			
FACTORY	TECH: 111 - HERNANDEZ, GILB CERT#: SSN-0380			
	CONCERN CD: NA			

		OPERATION	TECH	AMOUNT
CONCERN 25	BRAKE INSPECTION			

PAGE 1

EPA # CAD109269019 ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE B.A.R. # ARD097137

PE13-003 001669LCPV

P & A CODE: 05412

PACIFIC Ford

3600 Cherry Ave. Long Beach, CA 90807-4302 • (562) 426-3301 • (800) 334-7711
www.service@pacificford.com

WE RECOMMEND THE FOLLOWING REPAIRS:

1:

2:

ORIGINAL ESTIMATE $			
AUTHORIZED ADD'L REPAIRS $	ADD'L REPAIRS OK'D BY	IN PERSON / PHONED	
AUTHORIZED ADD'L REPAIRS $	DRIVERS LIC. NO. OR I.D.		
TOTAL $	DATE	TIME	

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.
SIGNATURE X _____ DATE _____
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF X _____

CROSS REFERENCE TO

SERVICE INSTALLED PARTS

DATE INSTALLED MO. / DAY / YR.	ACCRUED MILEAGE NO TENTHS	ORIGINAL R.O. NUMBER

$ PARTS	$ LABOR	$ TOTAL

AUTHORIZED SIGNATURE AND DATE

PROGRAM CODE	APPROVAL CODE OR NO.	COMMITMENT CODE

(SIGNED) DEALER OR GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

INVOICE TO — DRIVER/OWNER INFORMATION — INVOICE: W58693

THEIL, [redacted]

VEHICLE INFORMATION

TAG: 4756 ADV: 665 CANADA, INVOICED: 05/20/2010 13:13:09 CP 10 TAURUS BLACK LICENSE NUMBER: [redacted]

CAUSE	W	GBK	111
CORRECTION	"GREEN" PADS/SHOES ARE "OKAY" AT THIS TIME		
COMMENT	OVER 5MM OR 7/32" (DISC) OR OVER 2MM OR 3/32 (DRUM)		
FACTORY	TECH: 111 - HERNANDEZ, GILB CERT#: SSN[redacted]		
	CONCERN CD: NA		

CONCERN 26	TIRE INSPECTION	OPERATION	TECH	AMOUNT
CAUSE	W	GTIRE	111	
CORRECTION	GREEN = TREAD DEPTH IS OKAY AT THIS TIME			
COMMENT	7/32" OR GREATER			
FACTORY	TECH: 111 - HERNANDEZ, GILB CERT#: SSN[redacted]			
	CONCERN CD: NA			

PAYMENT DISTRIBUTION FOR INVOICE W58693

IF YOU HAVE ANY QUESTIONS - PLEASE SEE RICHARD CANADA
WWW.PACIFICFORD.COM
* MAKE SERVICE APPOINTMENT * CHECK SERVICE SPECIALS * TIRE PRICES *
DO WE HAVE YOUR E-MAIL ADDRESS ???

Multi-Point Vehicle Inspection

Prepared For

Hollis Theil

6072 APPIAN WAY
LONG BEACH, CA 90803
(562) 433-0101
NOEMAIL@PACIFICFORD.COM

Richard Canada
Service Consultant

YOUR VEHICLE

Year	Make	Model	Engine Type
2010	Ford	Taurus	3.5L V6 W DOHC (MFI)

Odometer	VIN #	License #	Date
6,289	1FAHP2EW6AG[redacted]	[redacted]	5/20/2010

Table of Contents...

Original Customer Requests

Recommended Services

Original Customer Requests

The following is what you requested we perform or investigate regarding your vehicle:

- ✓ 01. CUSTOMER STATES WHEN FUEL TANK IS FULL & WHEN DRIVING DOWN HILLS THE ENGINE SURGES & STALLS OUT CHECK AND ADVISE
- ✓ 02. CUSTOMER STATES CHECK ENGINE LITE IS ON AND WRENCH LITE IS COMING ON ENGINE SURGES CHECK AND ADVISE
- ✓ 24. TEST BATTERY
- ✓ 25. BRAKE INSPECTION
- ✓ 26. TIRE INSPECTION

Recommended Services

Our technicians recommend the following services for your vehicle.

Original Customer Requests	Declined	Approved
01. CUSTOMER STATES WHEN FUEL TANK IS FULL & WHEN DRIVING DOWN HILLS THE ENGINE SURGES & STALLS OUT CHECK AND ADVISE		X
02. CUSTOMER STATES CHECK ENGINE LITE IS ON AND WRENCH LITE IS COMING ON ENGINE SURGES CHECK AND ADVISE		X
24. TEST BATTERY		X
25. BRAKE INSPECTION		X
26. TIRE INSPECTION		X

Long Beach

6-1-10

Pacific Ford

3600-3670 Cherry Ave., Long Beach, CA 90807

SERVICE HOURS:

Mon. - Fri. 7:00 A.M. 7:00 P.M.
Saturday 7:00 A.M. 2:00 P.M.
Sunday Closed

562 - 426 - 3301

Lincoln Mercury Mazda

3500 Cherry Ave., Long Beach, CA 90807

SERVICE HOURS:

Mon. - Fri. 7:00 A.M. 6:00 P.M.
Saturday 7:00 A.M. 2:00 P.M.
Sunday Closed

562 - 627 - 5110

Toll Free 800 - 334 - 7711

VIN [redacted] AG [redacted]

NAME [redacted]

ADDRESS:

[redacted] STATE: ZIP:

BUSINESS PHONE ( )

DATE: 6-1-10

ADVISOR [redacted]

LICENSE # [redacted]

ODOMETER 6697

HAT / TAG # 5309

COLOR Black

MAKE MODEL TAURUS 2010

REPAIR TYPE: W NO. 1 INSTRUCTIONS:

PRIME ITEM: WHEN FUEL TANK - WHILE DRIVING ENGINE SURGING.

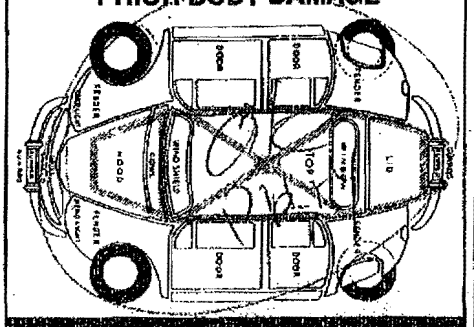
REPAIR TYPE: W NO. 2 INSTRUCTIONS:

ENGINE STALLED OUT - WHILE DRIVING - ENGINE SURGES + DIES -

REPAIR TYPE: NO. 3 INSTRUCTIONS:

PACFIC FORD Rental -

PRIOR BODY DAMAGE



THANK YOU

I hereby authorize the repair work to be done along with necessary materials. You and your employees may operate vehicle for purpose of testing, inspection, or delivery at my risk. We reserve the right to have sublet work performed at our discretion. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident, or any other cause beyond your control. I agree to pay storage charges of $25.00 per day for any vehicle left more than 3 days after notification that repairs are completed.
I agree that Pacific Ford, Long Beach Mazda or Long Beach Lincoln/Merc. shall have an express lien on the above described vehicle for its charges for parts, labor and above storage charges under this and any previous unpaid repair order and that said vehicle will be held by Pacific Ford, Long Beach Mazda or Long Beach Lincoln/Merc. until all sums are paid. In the event of legal action to collect monies due, I [redacted] a copy of this order is [redacted]

CUSTOMER SIGN[redacted]

TIME IN	A.M. P.M.	REPLACED PARTS REQUESTED BY CUSTOMER
TIME PROMISED	A.M. P.M.	☐ YES ☐ NO

BAR # ARD 097137 • EPA# CAD109289019

ORIGINAL ESTIMATE $	REVISED ESTIMATE $	ADDITIONAL COSTS $	
REASON		CONTACTED BY	
AUTHORIZED BY	☐ PERSON ☐ PHONE #	DATE	TIME
ESTIMATES DO NOT INCLUDE SALES TAX	2ND REVISED ESTIMATE $	ADDITIONAL COST $	
REASON		CONTACTED BY	
AUTHORIZED BY	☐ PERSON ☐ PHONE #	DATE	TIME

I hereby designate the individual named below to authorize any additional work not specified or parts not included in the original written estimated price for parts and labor.

NAME OF DESIGNEE:	PHONE NUMBER:
E-MAIL ADDRESS	FAX NUMBER:
CUSTOMER'S SIGNATURE:	DATE:

P & A CODE: 05412

PACIFIC Ford

7-13-10

3600 Cherry Ave. Long Beach, CA 90807-4302 • (562) 426-3301 • (800) 334-7711
www.service@pacificford.com

WE RECOMMEND THE FOLLOWING REPAIRS:

1.

2.

ORIGINAL ESTIMATE $			
AUTHORIZED ADD'L REPAIRS $	ADD'L REPAIRS OK'D BY	IN PERSON / PHONED	
AUTHORIZED ADD'L REPAIRS $	DRIVERS LIC. NO. OR I.D.		
TOTAL $	DATE	TIME	

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.
SIGNATURE X _____ DATE _____

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF X _____

CROSS REFERENCE TO

SERVICE INSTALLED PARTS

DATE INSTALLED MO. / DAY / YR.	ACCRUED MILEAGE NO TENTHS	ORIGINAL R.O. NUMBER

$ PARTS	$ LABOR	$ TOTAL

AUTHORIZED SIGNATURE AND DATE

PROGRAM CODE	APPROVAL CODE OR NO.	COMMITMENT CODE

(SIGNED) DEALER OR GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

INVOICE TO

[redacted]
LONG BEACH CA [redacted]
WORK: [redacted]

DRIVER/OWNER INFORMATION -- INVOICE: E62249

[redacted]
LONG BEACH CA [redacted]
WORK: [redacted]

FOR OFFICE USE

TAG: 7525 ADV: A2J KELLY, WI INVOICE: PRELIM ESP E CP
TAX RULES: YYNNY INVOICED: 07/13/2010 10:57:40
ODOMETER IN: 7750 OUT: 7750 DIST: FMC
DATES BEGIN: 07/13/10 DONE: 07/13/10

VEHICLE INFORMATION

VIN 1FAHP2[redacted] LICENSE NUMBER: CA [redacted]
10 FORD TAURUS SEL FWD 4DR SDN BLACK
DATES INSERVICE: 112009 PRODUCTION: 092409

CONCERN 01	7.5 MILE MAINT SERVICE				OPERATION	TECH	AMOUNT
CORRECTION	7.5 MILE MAINT SERVICE				1	B6M	
	PART NUMBER		PO#	NOTE	DESCRIPTION	QTY	SELL
	FMC AA5Z	6714 A			FILTER ASY - OIL	1	
	FMC XO	5W20 QSP			OIL - ENGINE	6	
FACTORY	TECH: B6M - RODRIQUEZ, LUIS				CERT#: SSN-7365		
	FP-XO5W20QSP						
	REPAIR TYPE 01 VISIT 1 CODES - PROGRAM: ESP						

CONCERN 02	PERFORM MULTI-POINT INSPECTION 99P	OPERATION	TECH	AMOUNT
CORRECTION	PERFORMED INSPECTION AND RECORDED RESULTS ON TO M.P.I. FORM	99P	B6M	
FACTORY	TECH: B6M - RODRIQUEZ, LUIS CERT#: SSN-7365			
	REPAIR TYPE 01 VISIT 1 CODES - PROGRAM: ESP			

CONCERN 24	TEST BATTERY	OPERATION	TECH	AMOUNT
CORRECTION	GREEN = CHECKED AND OKAY	GBATT	B6M	
FACTORY	TECH: B6M - RODRIQUEZ, LUIS CERT#: SSN-7365			
	LINE AUTH: AH 071310 10:53			
	REPAIR TYPE 01 VISIT 1 CODES - PROGRAM: ESP			

CONCERN 25	BRAKE INSPECTION	OPERATION	TECH	AMOUNT
CORRECTION	"GREEN" PADS/SHOES ARE "OKAY" AT THIS TIME	GBK	B6M	
COMMENT	OVER 5MM OR 7/32" (DISC) OR OVER 2MM OR 3/32 (DRUM)			
FACTORY	TECH: B6M - RODRIQUEZ, LUIS CERT#: SSN-7365			
	REPAIR TYPE 01 VISIT 1 CODES - PROGRAM: ESP			

EPA # CAD109269019 ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE B.A.R. # ARD097371

PE13-003 001674LCPV

P & A CODE: 05412

PACIFIC Ford

3600 Cherry Ave. Long Beach, CA 90807-4302 • (562) 426-3301 • (800) 334-7711
www.service@pacificford.com

WE RECOMMEND THE FOLLOWING REPAIRS:

1.

2.

ORIGINAL ESTIMATE $			
AUTHORIZED ADD'L REPAIRS $	ADD'L REPAIRS OK'D BY	IN PERSON / PHONED	
AUTHORIZED ADD'L REPAIRS $	DRIVERS LIC. NO. OR I.D.		
TOTAL $	DATE	TIME	

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.
SIGNATURE X _____ DATE _____

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF X _____

CROSS REFERENCE TO

SERVICE INSTALLED PARTS

DATE INSTALLED MO. / DAY / YR.	ACCRUED MILEAGE NO TENTHS	ORIGINAL R.O. NUMBER

$ PARTS $ LABOR $ TOTAL

AUTHORIZED SIGNATURE AND DATE

PROGRAM CODE	APPROVAL CODE OR NO.	COMMITMENT CODE

(SIGNED) DEALER OR GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

INVOICE TO [redacted]

DRIVER/OWNER INFORMATION -- INVOICE: E62249 [redacted]

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 7525 ADV: A2J KELLY, N INVOICED: 07/13/2010 10:57:40 CP 10 TAURUS BLACK LICENSE NUMBER: CA[redacted]

CONCERN 26	TIRE INSPECTION	OPERATION	TECH	AMOUNT
CORRECTION	GREEN = TREAD DEPTH IS OKAY AT THIS TIME	GTIRE	B6M	
COMMENT	7/32" OR GREATER			
FACTORY	TECH: B6M - RODRIGUEZ, LUIS CERT#: SSN-[redacted]			
	LINE AUTH: AM 071310 10:53			
	REPAIR TYPE 01 VISIT 1 CODES - PROGRAM: ESP			

PAYMENT DISTRIBUTION FOR INVOICE E62249

IF YOU HAVE ANY QUESTIONS -- PLEASE SEE WILLIAM KELLY
WWW.PACIFICFORD.COM
* MAKE SERVICE APPOINTMENTS * CHECK SERVICE SPECIAL * TIRE PRICES *
DO WE HAVE YOUR E-MAIL ADDRESS ???

PAGE 1
LAST PAGE

EPA # CAD109269019 ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE B.A.R. # ARD097137

PE13-003 001675LCPV

Multi-Point Vehicle Inspection

Prepared For

Hollis Theil

6072 APPIAN WAY
LONG BEACH, CA 90803
(562) 433-0101
NOEMAIL@PACIFICFORD.COM

William Kelly
Service Consultant

Luis Rodriquez
Certified Technician

YOUR VEHICLE

Year	Make	Model	Engine Type
2010	Ford	Taurus	3.5L V6 W DOHC (MFI)

Odometer	VIN #	License #	Date
7,750	1FAHP2EW6A[redacted]	[redacted]	7/13/2010

Table of Contents...

Original Customer Requests

Package Results

Recommended Services

Original Customer Requests

The following is what you requested we perform or investigate regarding your vehicle:

- ✓ 01. 7.5 MILE MAINT SERVICE
- ✓ 02. PERFORM MULTI-POINT INSPECTION 99P
- ✓ 24. TEST BATTERY
- ✓ 25. BRAKE INSPECTION
- ✓ 26. TIRE INSPECTION

Package Results

Ford Multi-Point Inspection Report Card

Passed Task	Observation	Recommendation
[illegible]	Battery is good	
[illegible]	5 mm (7/32") or greater (disc)	
[illegible]	5 mm (7/32") or greater (disc) / 2 mm (3/32") or greater (drum)	
[illegible]	7/32" (5 mm) or greater	
[illegible]	7/32" (5 mm) or greater	

Passed Tasks

- ✓ Windshield washer spray, wiper operation and wiper blades
- ✓ Windshield for cracks, chips and pitting
- ✓ Turn signals
- ✓ Steering and steering linkages
- ✓ Shocks/struts and other suspension components for leaks and/or damage
- ✓ Radiator and heater hoses for leaks
- ✓ Oil and/or fluid leaks
- ✓ Interior lights
- ✓ Inspect cabin air filter (if equipped)
- ✓ Horn
- ✓ Hazard lights
- ✓ Exterior lamps
- ✓ Exhaust system (leaks, damage, loose parts)
- ✓ Engine cooling system, hoses and clamps
- ✓ Engine air filter

11-20-09	Car died leaving dealership at time of initial pick-up with a full tank of Gas
12-22-09	Car died at end of Appian Way after leaving house (went approximately 4 houses at 15 miles +/- hr
01-07-10	Car surged and died on 2nd Street & PCH on way to store (45 miles per hour) On way home car died again on 2nd Street/Westminster just pass Studebaker Rd (45 miles per hour)
02-18-10	Car died going to market and died again while entering freeway at Beach Blvd
3-27-10	Car died on way to grocery store going up ramp to 2nd Street bridge (25 per hr)
04-15-10	Car surged and died on PCH with gas tank half full
05-20-10	Took car to Pacific Ford they could not verify problem
05-22-10	Car died descending 2nd Street bridge in Long Beach
06-01-10	Filled up gas tank before going to Pacific Ford. Car surged and died 2 blocks from gas station. Mechanic took ride with Hollis and could not verify or duplicate problem. He said a Mr. Ellis would call me regarding "black box" waiting list, but he never called.
07-05-10	Filled up gas tank at Bellflower and Stearns. Went approximately 2 blocks and car died. Went to Lowes came out of parking lot and car died at light when making left hand turn onto Bellflower Blvd. Went to Armstrong Nursery car hesitate and lurched forward 8-10 times. Drove home and went to grocery store and car died at top of ramp to 2nd Street

07-06-10 Car surged 3-4 times on way to Doctor's appointment. After leaving Doctor's appointment car died turning left in intersection.

08-28-10 Car surged 3-4 times and died descending 2nd Street Bridge and was forced to turn into driveway at bottom of bridge at the intersection of 2nd Street and Pacific Coast Highway. I had no control and ran into steel pole causing damage to the front end.

Note: car normally surges and dies after filling up the gas tank, but has happened with tank half full. All power is lost therefore no steering or brakes.

08-31-10 Kristy Alexander called from Pacific Ford wanting to know if we want black box installed. I told her I just spoke with Ford Customer Service and since Hollis got in an accident over the weekend due to car stalling we now have to deal with Ford Legal Department and am going to have my Attorney deal with car.

09-13-10 Called Kristy Alexander at Pacific Ford, left voice mail message I need know how long it takes to install black box because I may need a loaner.

09-13-10 Kristy Alexander called form Pacific Ford. She has black box, but no loaner. She will call back when she has loaner available.

09-20-10 Called Kristy Alexander at Pacific Ford left voice mail message that I called last Monday and that she said she would get back to us when she had a loaner so that the black box could be installed. There was never a return phone call.

10-20-10 Called Ford Customer Relations Center talked with Cassandra. Told her About the problems with the Taurus stalling and that we have already sent 2 letters to Ford. Cassandra said this repair does not qualify for a loaner unless we purchased an extended service plan which included a loaner car. (we purchased an extended service plan – maintenance plan, our salesperson told us we would get a loaner) She pulled up our file and saw the two letters we have sent to Ford and wanted to know when Hollis had his accident, if a police report was filed and if the car had been fixed. I told her accident occurred on August 28,10, no police report was filed as Hollis ran into a steel pole when car stalled as there was no other car involved or injuries. We have not had front end repaired as car stills stalls. Cassandra said she would expedite matter and we will heard from Ford within 15 days. Told her we were already told that we would hear from them within 2 weeks after sending first letter on August 9,10 and then second letter September 2, 10 but have <u>not</u> had any contact from Ford. Cassandra said that she thought that the car stalling

with a life-threatening situation and would do as much as possible for us to resolve this.

HOLLIS A. THIEL AIA / ASSOCIATES
architecture engineering consulting

August 9, 2010

Ford Motor Company
16800 Executive Plaza Drive
Mail Drop 3NE-B
Dearborn, MI 48126

RE: 2010 Ford Taurus leased by [redacted]
VIN # 1FAHP2EW6AG[redacted]

To Whom It May Concern:

I am writing this letter to Ford pursuant to California Civil Code Section 1793.22(b) and the Owner's Guide.

I have experienced numerous life-threatening failures of my vehicle. Specifically, it dies while I am driving it. This often happens while I am in traffic and it therefore exposes me to being involved in a serious accident.

The car died on me while I was driving it on the following dates: 11-20-09, 12-22-09, 1-7-10, 2-18-10, 3-27-10 and 4-15-10.

On 5-20-10 I took the car to Pacific Ford to have them look at the problem. They could not verify the problem and were unable to fix it. (see attached invoice)

The car died again on 5-22-10.

On 6-1-10 I took the car back to Pacific Ford concerning the same problem. It should be noted that the car died that day on my way to Pacific Ford. Once in Pacific Ford, a mechanic took a ride with me, but he could not verify the problem. He said a "Mr.

6072 appian way • long beach, california 90803 • (562) 433-0101 • fax (562) 433-9885

7009 2250 0003 3586 0765

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To Ford Motor Co mail Drop 3NE-B
Street, Apt. No.; or PO Box No. 16800 Executive Plaza Dr
City, State, ZIP+4 Dearborn MI 48126

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ford Motor Co
16800 Executive Plaza Dr
Mail Drop 3NE-B
Dearborn MI 48126

COMPLETE THIS SECTION ON DELIVERY

A. Signature PITNEY BOWES
X MANAGEMENT SERVICES ☐ Agent ☐ Addressee

B. Received by (Printed Name) AUG 12 2010 C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number 7009 2250 0003 3586 0765

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7009 2250 0003 3586 0758

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: Pacific Ford
Street, Apt. No.; or PO Box No. 3600 Cherry Ave
City, State, ZIP+4 Long Beach CA 90807

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Pacific Ford
3600 Cherry Ave
Long Beach CA
90807

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by (Printed Name) Raul Juarez
C. Date of Delivery 8/11/10

D. Is delivery address different from item 1? ☑ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

7009 2250 0003 3586 0758

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

LAW OFFICE OF ADAM C. THIEL
7755 Center Avenue, Suite 1100 • Huntington Beach, California 92647
Phone (714) 372-2255 • Fax (714) 908-3666

Via Certified Mail

September 2, 2010

Ford Motor Company
16800 Executive Plaza Drive MD4 South
Dearborn, MI 48126-4207

Re: My client: [redacted]
Case no.: 1403612350

Dear Sir or Madam:

Please allow this letter to serve as the formal letter of representation on behalf of my client, [redacted]. Please direct all further communications concerning this matter to my office.

Attached hereto is a copy of a letter that Mr. [redacted] sent to Ford Motor Company on August 9, 2010.

The vehicle at issue is likely to cause death or serious bodily injury. It repeatedly stalls while he is driving it in traffic. Furthermore, this past week, it stalled on him and was the cause of an accident.

Mr. [redacted] has now clearly satisfied the requirements of Civil Code Section 1793.22(b). He has notified the manufacturer and he has taken the vehicle into a dealership on two occasions for repair. The dealership was unable to repair it.

We ask that Ford comply with California's lemon laws, immediately take back the vehicle, and reimburse [redacted] for any and all expenses associated therewith. Please do not hesitate to contact me at [redacted] if you have any questions or concerns.

Very truly yours,

[redacted]

7008 1140 0000 1307 5106

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$ 0.81
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.91

COPY PRO KRISHNA, INC
Postmark Here
SEP 2 2010
LONG BEACH CA

Sent To

Street, Apt. No.; or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ford Motor Company
16800 Executive Plaza Drive
MD4 South
Dearborn, MI
48126-4207

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x PITNEY BOWES ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1140 0000 1307 5106

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

LAW OFFICE OF ADAM C. THIEL
7755 Center Avenue, Suite 1100 • Huntington Beach, California 92647
Phone (714) 372-2255 • Fax (714) 908-3666

Via Certified Mail

October 19, 2010

Ford Motor Company
16800 Executive Plaza Drive
Mail Drop 3 NE-B
Dearborn, MI 48126

Re: My client [redacted]
Case no.: 1403612350

Dear Sir or Madam:

On September 2, 2010, I sent Ford the attached letter. To date, no one has responded. Furthermore, [redacted] has had zero cooperation from the local dealership in getting this matter resolved.

The vehicle at issue is likely to cause death or serious bodily injury.

Mr. [redacted] is now clearly satisfied the requirements of Civil Code Section 1793.22(b). He has notified the manufacturer and he has taken the vehicle into a dealership on at least two occasions for repair. The dealership was unable to repair it. At this point, we view Ford's inaction and/or refusal to comply with CA's lemon laws as being a willful refusal to comply. As such, in the event this matter proceeds to litigation we intend to seek the maximum amount of penalties available to us pursuant to Civil Code Section 1794, as well as attorney fees and costs.

We demand that Ford IMMEDIATELY take back its vehicle and provide [redacted] with a full refund.

[redacted]

cc: Ford Legal Department (MD4 South)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ford Motor Company
16800 Executive Plaza Drive
Mail Drop 3NE-B
Dearborn, MI 48126

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7010 1870 0002 7717 0639

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

MANAGEMENT SERVICES

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ford Motor Company
16800 Executive Plaza Dr.
MD 4 South
Dearborn, MI 48126-
4207

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service l 7010 1870 0002 7717 0622

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

MANAGEMENT SERVICES

A Public Service Agency

VEHICLE REGISTRATION RENEWAL NOTICE

	MAKE	YR	BODY TYPE	LI[redacted]ATE	AMOUNT DUE	DUE DATE
1FAHP2EW8[redacted]	FORD	2010	4D	[redacted]	$366	11/22/2010

To renew, just provide:

Renewal Fees

RENEW VIA INTERNET OR TELEPHONE
Your Renewal Identification Number is 57714
VISIT WWW.DMV.CA.GOV or CALL 1-800-921-1117

(see insert)

Return by Mail

FEES	
REGISTRATION FEE	$56
LICENSE FEE (May be an income tax deduction)	$280
WEIGHT FEE	$0
SPECIAL PLATE FEE	$0
COUNTY/DISTRICT FEES	$10
OWNER RESPONSIBILITY FEE	$0
SMOG ABATEMENT FEE	$20
TOTAL DUE ON OR BEFORE 11/22/2010	$366

OR $18 TO FILE PLANNED NONOPERATION

PLANNED NONOPERATION
If you plan not to operate (PNO) this vehicle, please check the box and return the bottom part with your PNO payment.

LATE PAYMENT

POSTMARKED	RENEWAL	PNO
After 11/22/10 through 12/02/10	$414	$56
After 12/02/10 through 12/22/10	$452	$89
After 12/22/10 through 02/20/11	$594	$216
AFTER 02/20/2011	$594	NO PNO

DETACH AND RETURN

[redacted]

90-119/1222 1539

DATE 11-18-10

PAY TO THE ORDER OF DMV Renewal $366.00

Threehundred sixty-six & 00/100 DOLLARS

Farmers & Merchants Bank
Belmont Shore Office • 312-621-1489
4827 E. Second Street
Long Beach, CA 90803
www.fmb.com • TeleBanker 562-495-7700

"2010" Taurus registration [redacted]

[redacted]

PE13-003 001689LCPV

1-800-727-7000

DEAL# 4463 **California** STOCK# 1

Lease Date: 11/20/2009

www.fordcredit.com

Lessee (and Co-Lessee) - Name and Address (Including County):

[redacted]
LON[redacted] CA [redacted]

Lessor - Name and Address:
SANTA MARGARITA FORD
30031 SANTA MARGARITA PKW
RANCHO SANTA MARGARITA, CA 92688

"Finance Company" is FORD MOTOR CREDIT COMPANY. The **"Holder"** is CAB WEST,LLC and its assigns. By signing **"You"** (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the WearCare Addendum if it is attached to this lease.

New/Used/Demo	Mileage at Delivery	Year/Make/Model	Vehicle ID #	Vehicle Use
NEW	115	2010 FORD TAURUS	1FAHP2EW6A[redacted]	PERSONAL

1. Amount Due At Lease Signing or Delivery (Itemized Below) *
$ 1250.00

2. Monthly Payments
Your first monthly payment of $ 477.05 is due on 11/20/09, followed by 35 payments of $ 477.05 due on the 20TH day of each month. The total of Your monthly payments is $ 17173.80.

3. Other Charges (not part of Your monthly payment)
Disposition Fee (If You do not purchase the Vehicle) N/A
N/A N/A
N/A N/A
Total $ N/A

4. Total of Payments (The amount You will have paid by the end of the lease)
$ 17946.75

*** Itemization of Amount Due at Lease Signing or Delivery**

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	$ 305.98
b. First monthly payment	477.05
c. Refundable security deposit	N/A
d. Title fees	N/A
e. Registration fees	379.00
f. California tire fee	8.75
g. Acquisition Fee	N/A
h. Upfront taxes	29.83
i. Optional DMV Electronic Filing Fee	N/A
j. DocFee= 45.00DocTax= 4.39	49.39
k. N/A	N/A
l. N/A	N/A
Total	$ 1250.00

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	$ N/A
b. Rebates and noncash credits	250.00
c. Amount to be paid in cash	1000.00
d.	N/A
Total	$ 1250.00

7. Your monthly payment is determined as shown below:

a. **Gross capitalized cost.** The agreed upon value of the Vehicle ($ 27179.50) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (Itemized below)**	$	28339.50
b. **Capitalized cost reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	−	305.98
c. **Adjusted capitalized cost.** The amount used in calculating Your base monthly payment	=	28033.52
d. **Residual value.** The value of the Vehicle at the end of the lease used in calculating Your base monthly payment	−	14443.20
e. **Depreciation and any amortized amounts.** The amount charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	=	13590.32
f. **Rent charge.** The amount charged in addition to the depreciation and any amortized amounts	+	2057.80
g. **Total of base monthly payments.** The depreciation and any amortized amounts plus the rent charge	=	15648.12
h. **Lease payments.** The number of payments in Your lease	÷	36
i. **Base monthly payment**	=	434.67
j. **Monthly sales / use tax**	+	42.38
k. **Total monthly payment**	$	477.05
l. **Lease term in months.**		36

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, **You must pay to Lessor** $0.15.20 per mile for each mile in excess of 36115 miles shown on the odometer. See Items 21 and 25 on back and the WearCare Addendum if it is attached to this lease for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of $0 N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if

11. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle As Equipped at the Time of Signing the Lease $ 27179.50	Agreed Upon Value of N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + $ N/A	Agreed Upon Value of N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + $ N/A	Agreed Upon Value of N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + $ N/A
Agreed Upon Value of N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + $ N/A	Agreed Upon Value of N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + $ N/A	Agreed Upon Value of N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + $ N/A	Agreed Upon Value of N/A Lessor Agrees to Add to the Vehicle After Signing the Lease + $ N/A

Sales/Use Tax & Other Applicable Taxes + $ N/A	Title Fees + $ N/A	License & Registration Fees + $ N/A	Lessor Services + $ N/A	Acquisition Fee + $ 595.00
Documentation Fee + $ N/A	Outstanding Prior Credit or Lease Balance + $ N/A	WearCare + $ N/A	Agreed Upon Value of N/A + $ N/A	Agreed Upon Value of N/A + $ N/A
Optional DMV Electronic Filing Fee + $ N/A	MAINT PLAN + $ 565.00	N/A + $ N/A	N/A + $ N/A	**Total Gross Capitalized Cost** = $ 28339.50

12. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

[X] Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.

[ ] N/A

If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no such implied warranties, except as otherwise required by state law.

13. OFFICIAL FEES AND TAXES $ 2705.65.
The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. This lease contract was negotiated primarily in the language initialed by the Lessee: _____ **English** _____ **Spanish** _____ **Chinese** _____ **Tagalog** _____ **Korean** _____ **Vietnamese** _____ **Other**

15. LESSOR SERVICES _____
(See Item 20 on back) _____

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within **10 days** after it is due. The charge is **7.5%** of the full amount of the scheduled payment or **$50.00** whichever is less.

17. VEHICLE INSURANCE MINIMUMS. You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with **(a)** comprehensive fire and theft insurance with a maximum deductible amount of **$1,000; and (b)** collision and upset insurance with a maximum deductible of **$1,000; and (c)** automobile liability insurance with minimum limits for bodily injury or death of $ 15,000 for any one person and $ 30,000 for any one accident, and $ 5,000 for property damage.

18. Description of Vehicle or Other Property Trade-in: N/A N/A N/A
Year/Make/Model or Other Property Description

Agreed Upon Gross Value: N/A
See Item 6, above, for net trade-in allowance

N/A

Trade-in, [redacted]

[redacted] _____ [redacted] _____
Co-Lessee

SIGNATURES AND IMPORTANT NOTICES

You specifically waive the right to keep any residence address confidential as granted by Section 1808.21 of the California Vehicle Code.

THERE IS NO COOLING OFF PERIOD

California law does not provide for a "cooling off" or other cancellation period for Vehicle leases. Therefore, You cannot later cancel this lease simply because You change Your mind, decided the Vehicle costs too much, or wish You had acquired a different Vehicle. You may cancel this lease only with the agreement of the Lessor or for legal cause, such as fraud.

You have the right to return the Vehicle, and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by You.

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

N/A

[redacted] By: X
Co-Lessee

SIGNATURES AND IMPORTANT NOTICES

You specifically waive the right to keep any residence address confidential as granted by Section 1808.21 of the California Vehicle Code.

THERE IS NO COOLING OFF PERIOD

California law does not provide for a "cooling off" or other cancellation period for Vehicle leases. Therefore, You cannot later cancel this lease simply because You change Your mind, decided the Vehicle costs too much, or wish You had acquired a different Vehicle. You may cancel this lease only with the agreement of the Lessor or for legal cause, such as fraud.

You have the right to return the Vehicle, and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by You.

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessee: [redacted] [redacted] Title:
Co-Lessee N/A By: X Title:

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

(1) Do not sign this lease before You read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this lease; (3) Warning - Unless a charge is included in this lease for public liability or property damage insurance, payment for that coverage is not provided by this lease.

NOTICE: You state that You have been given notice of an assignment of this lease by the Lessor to Holder and a filled-in copy of this lease at the time You sign it.

Lessee: [redacted] By: [redacted] [redacted]
Co-Lessee: N/A By: X Title:

Lessor and Lessee are hereby notified that Holder has assigned to QI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.
Lessor accepts this lease and assigns it to Holder under the terms of the finance or lease plan agreement between Lessor and Finance Company unless otherwise indicated here:

Lessor: SANTA MARGARITA FORD By: X Title: MGR

C 19002-P Dec 05
Previous editions may NOT be used.

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - CO-LESSEE/GUARANTOR COPY PLY 4 - LESSOR

listed on the front of this lease if You have any questions regarding

VEHICLE MAINTENANCE, INSURANCE AND USE

19. **VEHICLE USE AND SUBLEASING** You will not use, or permit others to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state where first titled or registered for more than **30** days without Finance Company's written consent, (d) outside the United States, except for less than **30** days in Canada or Mexico or (e) as a private or public carrier. You will keep this lease and Vehicle free of all liens and encumbrances. **You will not assign or sublease any interest in the Vehicle or lease without Finance Company's written consent.**

20. **VEHICLE MAINTENANCE AND OPERATING COSTS** Proper Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. The manufacturer will invalidate warranty coverage on parts affected by a failure to maintain the Vehicle as required by the manufacturer. (See Lessor Services, Item 15, on the front of this lease)

21. **DAMAGE REPAIR** You are responsible for repairs of **All Damage** which are not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to **Exterior Sheet Metal, Plastic Components,** and to **Vehicle Safety Systems,** including air bag, seat belt and bumper system components. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts. Discuss this requirement with Your insurance company prior to signing a collision repair estimate or before authorizing any collision repair work.
If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

22. **VEHICLE INSURANCE** If the state in which You title/register the Vehicle establishes or changes the minimum automobile liability insurance limits greater than those listed on the front of this lease in Section 17, "Vehicle Insurance Minimums," for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by the state. **These amounts may not be sufficient to cover all Your liabilities. You may wish to consult Your insurance advisor about obtaining additional coverage.** You will list the loss payee and additional insured as requested by Lessor. You must give Finance Company evidence of this insurance.
You authorize Finance Company, on Your behalf, to receive and endorse checks or drafts, and settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this lease or Holder's interest in the Vehicle.
If You or Finance Company obtain a refund for amounts paid to third parties for insurance, service contracts, or any other amount paid to a third party included in the Gross Capitalized Cost of this lease, You must pay to the Holder the entire amount of the refund and You authorize the Holder to subtract the refund from the amount You owe under this lease.

LESSOR IS NOT PROVIDING VEHICLE INSURANCE OR LIABILITY INSURANCE

If you title/register the Vehicle in, or change the garage location of the Vehicle to a state where Finance Company has established minimum automobile liability insurance limits greater than those listed on the front of this lease for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by Finance Company.

ENDING YOUR LEASE

23. **TERMINATION** This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor or another place designated by Finance Company, and (c) the payment by You of all amounts owed under this lease. Finance Company may cancel this lease if You default.

24. **RETURN OF VEHICLE** If You do not buy the Vehicle at lease end, You must return it to Lessor unless Finance Company designates another place. Upon return of the Vehicle, You must pay the Disposition Fee shown on the front of the lease in Section 3, "Other Charges." If, upon termination of the lease, You enter into a lease agreement or retail installment contract for a new vehicle which is assigned to or administered by Finance Company, You will not be required to pay the Disposition Fee. If You fail to return the Vehicle, You must continue to pay the monthly payments **plus** other damages to Finance Company, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.

25. **STANDARDS FOR EXCESS WEAR AND USE** You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) **Tires** which are unmatched, unsafe or have less than **1/8** inch of remaining tread in any place; (b) **Electrical or Mechanical** defects or malfunctions; (c) **Glass, Paint, Body Panels, Trim and Grill Work** that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented or rusted; (d) **Interior** rips, stains, burns or worn areas; and (e) **All Damage** which would be covered by collision or

27. **VOLUNTARY EARLY TERMINATION AND RETURN OF THE VEHICLE** You may terminate this lease early by returning the Vehicle to Lessor, unless Finance Company designates another place, and paying the following: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, **plus** (b) all other amounts then due under this lease, **plus** (c) the Disposition Fee listed on the front of this lease in Section 3, "Other Charges."
You will never pay more than the sum of the remaining payments, plus any excess wear and use and mileage charges, and all other amounts then due under this lease.
VOLUNTARY EARLY TERMINATION AND PURCHASE OF THE VEHICLE
You may purchase the Vehicle from Lessor or a party designated by Holder at any time for a purchase price that cannot exceed the following: (a) past due payments at the time of the purchase, **plus** (b) all other amounts then due under the lease (except excess wear and use and mileage charges), **plus** (c) any other charges, including the purchase option fee in Section 10, "Purchase Option at End of Lease Term", connected to the early termination and purchase, **plus** (d) the Unpaid Adjusted Capitalized Cost. You may also be charged for any taxes and other charges incidental to the sale. Payment of the purchase price will satisfy Your liabilities under this lease.
Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an **actuarial basis.** Rent Charges are earned when due. Lessor or Finance Company will

areas; and (e) All Damage which would be covered by comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts. Your use or repair of the Vehicle must not invalidate any warranty.

If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

26. **ODOMETER STATEMENT** Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease.

Rent Charges are earned when due. Lessor or Finance Company will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and Finance Company, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense from an independent third party agreeable to Finance Company at least 3 days prior to any scheduled sale date of the Vehicle, or (c) if not established by agreement or appraisal, the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the Vehicle at wholesale.

Please contact Finance Company at the telephone number or website listed on the front of this lease if You have any questions regarding terminating Your lease.

DEFAULT AND LOSS OF VEHICLE

28. **DEFAULT** You will be in default if (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You are in default, and You have not exercised Your rights in Section 27, the "VOLUNTARY EARLY TERMINATION" paragraph, Finance Company may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Finance Company the right to go on Your property to peacefully retake the Vehicle. Even if Finance Company retakes the Vehicle, You must still pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Fair Market Wholesale Value, plus (b) all other amounts then due under this lease. You must also pay all expenses, including reasonable attorney's fees, payable by Finance Company to obtain and hold the Vehicle, collect amounts due and enforce Holder's rights under this lease. You authorize Finance Company to cancel Your insurance and apply any proceeds to Your obligation.

29. **LOSS OR DESTRUCTION OF VEHICLE** If the Vehicle is stolen or destroyed, You will pay to Finance Company: (a) the Unpaid Adjusted Capitalized Cost, **plus** (b) all other amounts then due under this lease, **minus** (c) any insurance proceeds received by Finance Company. Gap Waiver: If You had in effect the insurance required under this lease and Finance Company receives the full proceeds, You will pay to Finance Company: (a) any past due monthly lease payments, **plus** (b) the amount of the applicable insurance deductible, **plus** (c) all other amounts then due under this lease. Even if the Vehicle is insured, until Finance Company receives the appropriate amount above, You are responsible for the scheduled monthly payments.

ADDITIONAL INFORMATION

30. **ASSIGNMENT AND ADMINISTRATION** When You and Lessor sign this lease, Lessor will assign it to Holder. Finance Company or a substitute will administer this lease. You must then pay all amounts due under this lease to Finance Company. All payments must be made in U.S. funds.

If Finance Company is not the Holder of this lease, Holder has appointed Finance Company as its agent. As agent for Holder, Finance Company has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.

31. **TAXES** You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.

32. **TITLING** The Vehicle will be titled in the name of Holder. You will register the Vehicle as directed by Finance Company. You will pay all license, title and registration costs.

33. **INDEMNITY** You will indemnify and hold harmless Lessor, Finance Company and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You will promptly pay all fines and tickets imposed on the Vehicle or its driver. If You do not pay, You will reimburse Finance Company and pay a **$20** administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.

34. **SECURITY DEPOSIT** Your security deposit may be used by Finance Company to pay all amounts that You fail to pay under this lease. You will not receive any interest, profits or other earnings on Your security deposit(s).

35. **CONSUMER REPORTS:** You authorize Finance Company and Holder to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this lease.

36. **GENERAL** Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth on the front of the lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be good.

ARBITRATION PROVISION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either You or Lessor/Finance Company/Holder ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract

ARBITRATION PROVISION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either You or Lessor/Finance Company/Holder ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between You and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either You or we choose to arbitrate a Claim, then You and we agree to waive the following rights:

- **RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY**
- **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION**
- **BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT**
- **RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR**
- **OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT**

Rights You And We Do Not Give Up: If a Claim is arbitrated, You and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the ownership interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

Either Party must contact any association below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association.

- American Arbitration Association ("AAA"), at 1-800-778-7879, or www.adr.org;
- National Arbitration Forum, at 1-800-474-2371, or www.arb-forum.com.

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of $125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause, other than waivers of class action rights, that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration clause shall be unenforceable.

FC 19002-P Dec 05
Previous editions may NOT be used.
CA

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

MAINTENANCE PLAN APPLICATION, TERMS & CONDITIONS
NEW AND PRE-OWNED VEHICLES

EXTENDED SERVICE PLAN

SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

1FAHP2EW6AG[redacted]

Vehicle Identification Number ("VIN") (17 Digits)

Warranty Start Date: 11/20/09

Signature Date: 11/20/09

☒ Gas ☐ Diesel ☐ Hybrid

SECTION B - TYPES OF MAINTENANCE PLANS

COVERAGES: ☒ PREMIUM ☐ LIMITED ☐ ENGINE ☐ BASIC (Standard Deductible is $0)

SERVICE INTERVALS: ☐ 3,000 ☐ 5,000 ☒ 7,500 ☐ 10,000 (Diesel and Hybrids only)

OPTION: ☐ First Day Rental (Premium Maintenance Only)

SECTION C - COVERAGE TERM AND COST

For Premium Maintenance Coverage Plans, coverage **BEGINS** at the New Vehicle Limited Warranty Start Date and Zero Miles. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased, the Number of Miles Purchased or upon completion of the Maximum Number of Service Intervals Purchased from the New Vehicle Limited Warranty Start Date or Zero Miles.

For all other Maintenance Coverage Plans, coverage **BEGINS** at the Signature Date and Current Mileage. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased, the Number of Miles Purchased or upon completion of the Maximum Number of Service Intervals Purchased from the Signature Date or Current Mileage.

Maintenance Plans	Monthly Duration and Expiration Date	Mileage Duration (no tenths) and Expiration Distance	Purchase Price	Sales Tax	Total Purchase Price and Sales Tax
MAINT PLAN	36/11-20-12	30000 /30000	$ 565.00	$ 55.09	$ 620.09
Current Mileage: 115	Service Visits: 4	Totals	$ 565.00	$ 550875.00	$ 551440.00

SECTION D - DISCLOSURE INFORMATION

NOTE: THE PURCHASE OF THIS MAINTENANCE AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE.

I acknowledge receipt of a complete copy of this Maintenance Agreement (the Application, Terms and Conditions constitute the entire Maintenance Agreement) at the time of signing and agree to all the terms and conditions. I agree to maintain the vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage [redacted] as otherwise provided by applicable law.

[redacted]

Maintenance Agreement Purchaser Signature (not valid without signature) — Signature Date: 11/20/2009

[redacted] LONG BEACH CA [redacted]

Maintenance Agreement Purchaser Holder Name and Address

HTD LEASING LLC

Maintenance Agreement Lienholder Name

SECTION E - DEALERSHIP INFORMATION

SANTA MARGARITA FORD — 30031 SANTA MARGARITA PWANCHO SANTA MARGARITA, 92688

Dealership Name and Address (Selling Dealer)

(49) 59-6800 (Phone)

( ) (Fax)

Dealership Signature — Dealership Numbers — Dealer P&A Code

FSP 2204 MNTC (Nov 09) - Previous Editions May Not be Used

CUSTOMER COPY

PE13-003 001696LCPV

BBB AUTO LINE
Customer Claim Form

Case number: FRD1028781
Contact date: 11/02/10
Start date: DEC 01 2010

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]

Mailing address: [redacted]

City: LONG BEACH State: CA Zip code: [redacted]

Day phone: ([redacted] Evening phone: [redacted] Cell phone:

Fax: [redacted] E-mail address:

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: Taurus Year: 2010 Current mileage: 12,925

Name(s) that appears on the vehicle title: Hollis Thiel

Selling dealer/city/state: , , CA SANTA MARGARITA FORD, RANCHO SANTA MARGARITA, CA

Primary Servicing dealer/city/state: PACIFIC FORD, LONG BEACH CA

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 11-20-2009 Mileage at purchase/lease: 115

First repair attempt date: 5-20-10 First repair attempt mileage: 6289

How often is the vehicle used for business purposes (percentage): 10%-15% 0 % Number of vehicles registered in California by vehicle owner/lessee: 2 Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☒ yes [redacted] Date of accident: 8-28-10

Description of damage: CAR PIED, RAN INTO STEEL POLE, RIGHT FRONT DAMAGE

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

I WANT TO RETURN THE CAR FOR A FULL REFUND

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER 1FAHP2EW6AG[redacted]

Lienholder/Leasing Company CAB WEST LLC **Phone Number** —
FORD CREDIT 1-800-727-7000

30

CACCF

PE13-003 001697LCPV

Case Number: FRD1028781

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
CAR SURGES 3-4 TIMES & DIES — NO POWER	PACIFIC FORD - LONG BEACH CA	3	5-20-10, MILEAGE 6289 1 DAY	YES
"	"		6-1-10, MILEAGE 6699 2 DAYS	YES
"	"		7-13-10, MILEAGE 7750 1 DAY	YES

Total days out of service for all [redacted]

Signature of Titled Owner(s) [redacted] Date 11-26-10

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE
Customer Claim Form

Case number: FRD1028781
Contact date: 11/02/10
Start date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]

Mailing address: [redacted] [redacted]

City: LONG BEACH State: CA Zip code: [redacted]

Day phone: [redacted] Evening phone: Cell phone:

Fax: E-mail address:

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: Taurus Year: 2010 Current mileage: 0

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , , CA

Primary Servicing dealer/city/state: PACIFIC FORD, LONG BEACH CA

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: Mileage at purchase/lease:

First repair attempt date: First repair attempt mileage: 0

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles registered in California by vehicle owner/lessee: Transmission type: ☐ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Lienholder/Leasing Company _____ **Phone Number** _____

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE

November 2, 2010

[redacted]
LONG BEACH CA [redacted]

Re: FRD1028781 [redacted] vs Ford Motor Corporation

Dear Madam/Sir:

Thank you for contacting the BBB AUTO LINE program. Your claim will be opened once your completed *Customer Claim Form (CCF)* is returned to our office.

Please review the information outlined below:

* *Completing Your BBB AUTO LINE Claim* - Please read this document first. It explains what you need to do to start your claim.

* *How BBB AUTO LINE Works (California)* - This brochure explains how to use the program, the steps for you to follow to enable us to process your dispute, the eligibility requirements, and the remedies available through the program.

* *Customer Claim Form* (*CCF*) - Information we have on file regarding your complaint is recorded on the *CCF*. Please verify the accuracy of the information and make any necessary changes and additions. Please provide the Vehicle Identification Number (VIN).

Please note that Rule 3 of the How BBB AUTO LINE Works (California) brochure is amended to add the following remedies that may be awarded by the arbitrator:

- A Ford Extended Service Plan (ESP)

If you would like more information about our program, you may request a free copy of our written *Operating Procedures*.

BBB AUTO LINE staff are here to help you and Ford resolve your concerns. Please call me at (800)955-5100 if you have any questions.

Sincerely,

Linda Fernandez at Extension 202

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

Print Page Click Here

OASIS RESULT: 1FAHP2EW6AG[redacted] USA: EN-US 19-AUGUST-2011 / 12:33:42 / FCXWS447

- **VEHICLE INFORMATION**

VEHICLE DESCRIPTION: 2010 TAURUS
TRANSMISSION: 6 SPEED AUTO 6F
PAINT COLOR: TUXEDO BLACK METALLIC
AXLE RATIO: 2.77 FINAL DRIVE RATIO
SYNC VERSION: V3

BODY STYLE: SEL FWD
AXLE CODE: 1A
PAINT CODE: UH
WHEEL SIZE: 18X7.5" PAINTED ALUMINUM WHEEL
VHR ACTIVATED: N

ENGINE: 3.5L DOHC 4V V6
ENGINE CALIBRATION: APH1FT0A
RADIO: ELETR PREM AM/FM STRO/DISC/CLK
FRONT TIRE: P235/55R18 99T
GROSS VEHICLE WEIGHT: 5260 LB. GVW

- **WARNING MESSAGES**

Click here for CUDL

CUDL - THIS VEHICLE HAS A CLOSED CUDL REGION CONTACT
CUDL - THIS VEHICLE HAS AN OPEN CUDL BBB/AUTO LINE/DACO CONTACT
VERIFY STATE REGISTRATION, VIN MAY BE ELIGIBLE FOR CALIFORNIA EMISSIONS WTY

- **ACCURATE REPAIR NOTIFICATIONS**

NO ARN MESSAGES FOUND

- **GENERAL WARRANTY INFORMATION**

New Vehicle Base Warranty

WARRANTY START DATE: 20-NOVEMBER-2009 BUILD DATE: 24-SEPTEMBER-2009 SALE MILEAGE

- **OUTSTANDING FIELD SERVICE ACTIONS**

NO CAMPAIGN MESSAGE(S) FOUND

- **MARKETING MESSAGES**

01597
OWNER ADVANTAGE REWARDS: VIN HAS BEEN ASSOCIATED WITH AN OAR ACCOUNT AT THIS DEALERSHIP.
OA MEMBER#: 223318955 DEALER-FUNDED REWARDS BALANCES AS-OF-DATE: 17-AUGUST-2011
DEALER SERVICE BALANCE: $10.00 DEALER OIL CHANGE BALANCE: 1 DEALER SALES BALANCE: $0.00
VISIT OA TRACKER TO VERIFY MEMBER AND SEE COMPLETE DETAILS.

07933 Worthington Ford
OWNER ADVANTAGE REWARDS: VIN HAS BEEN ASSOCIATED WITH AN OAR ACCOUNT AT THIS DEALERSHIP.
OA MEMBER#: 176099490 DEALER-FUNDED REWARDS BALANCES AS-OF-DATE: 17-AUGUST-2011
DEALER SERVICE BALANCE: $15.00 DEALER OIL CHANGE BALANCE: 0 DEALER SALES BALANCE: $100.00
VISIT OA TRACKER TO VERIFY MEMBER AND SEE COMPLETE DETAILS.

- **EXTENDED COVERAGES**

Competitive make ESP part verification

0996 - USA 2009 NEW 36/30K PREM MAINT(M&W)7.5K INTERVAL
STANDARD DEDUCTIBLE: 0 USD OWNER NAME: [redacted] OPTIONS:
EXPIRATION DATE: 20-NOVEMBER-2012 DISTANCE: 31000 RENTAL: 0 UP TO 0 DAYS
TOWING: 0 USD CONTRACT SOLD BY: USA 01597 ESP CONTRACT START DATE: 20-NOVEMBER-2009
OWNER OF VEHICLE MUST MATCH OWNER NAME ON OASIS FOR COVERAGE TO APPLY

0968 - USA 2009 NEW 36/30K PREM MAINT(M&W) 7.5K INTERVAL
STANDARD DEDUCTIBLE: 0 USD OWNER NAME: [redacted] OPTIONS:
EXPIRATION DATE: 20-NOVEMBER-2012 DISTANCE: 31000 RENTAL: 0 UP TO 0 DAYS
TOWING: 0 USD CONTRACT SOLD BY: USA 01597 ESP CONTRACT START DATE: 20-NOVEMBER-2009
OWNER OF VEHICLE MUST MATCH OWNER NAME ON OASIS FOR COVERAGE TO APPLY

- **WARRANTY REPAIR HISTORY**

19-MAY-2011
DEALER: Worthington Ford
WARRANTY CLAIM NUMBER: 344077 ODOMETER: 016833M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
DIAG	DIAGNOSIS	000	12650D	82	FREIGHT/POSTAGE/MAINTENANCE
		000	12650D45		

EEC COMP SYST TEST AND DIAG SYST PASS ALL TEST, NO FAULT CODE STORED. ROAD T EST 16842 MILES OUT-UNABLE TO DUPLICATE CUSTOMER CONCERN. ROAD TEST PERFORME D WITH FULL TANK OF FUEL AND MONITOR ATTACHED. INSPECT FUEL EVAPORATIVE SYST EM FOR FUEL CONTAMINATION-NO RAW FUEL FOUND AND NO SIGNS OF CONTAMINATION.

19-MAY-2011
DEALER: Worthington Ford
WARRANTY CLAIM NUMBER: 344077 ODOMETER: 016833M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
TAP1	MISC	000		82	FREIGHT/POSTAGE/MAINTENANCE

TAP RENTAL

01-FEBRUARY-2011
DEALER: Worthington Ford
WARRANTY CLAIM NUMBER: 338903 ODOMETER: 014531M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
AG1Z 9002B	FUEL TANK	001	9000D	42	DOES NOT OPERATE PROPERLY
8G1Z 9D653K	CANISTER F/VAPOR CNS	001	9000D1		
7U5Z 9C915D	PURGE REGULATION VLV	001	9000D2		
AG1Z 9C047B	TUBE ASSY FUEL VAPOR	001	9002A		
		000	9002A1		
		000	12650D22		

EEC COMP SYST TEST AND DLC MONITOR. ROAD TEST WITH MONITOR UNABLE TO DUPLICA TE CUSTOMER CONCERN. NO CODES STORED. CONTACT HOTLINER PER NICK WALTER(FSE) I.D. 104338623. PER HOTLINE INSTRUCTIONS EVAP SYSTEM TEST AND INSPECT. FOUND RAW FUEL INSIDE EVAP SYSTEM. HOTLINE RECOMMEND REPLACE NEW FUEL TANK ASSY A ND ALL RELATED EVAP PARTS THAT ARE

01-FEBRUARY-2011
DEALER: Worthington Ford
WARRANTY CLAIM NUMBER: 338903 ODOMETER: 014531M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
MAINT	VEHICLE MAINTENANCE	000	MB	82	FREIGHT/POSTAGE/MAINTENANCE
AA5Z 6714A	ELEMENT ASY OIL FILT	001	MULTI		
XO 5W20QSP		006			

PERFORM MAINT PER MILES

Click Here for Full Warranty History

| On-line 1876

END OF OASIS REPORT FOR **1FAHP2EW6AG[redacted]**

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Technical Service Bulletins

2010 Taurus - US (English)

The Technical Service Bulletins (TSB's) listed here may NOT apply to the vehicle you are working on. You MUST run OASIS with a specific VIN and Symptom Code to determine if it applies. If OASIS does not return the TSB, then it does NOT apply.

11-8-3

- BLIND SPOT INFORMATION SYSTEM (BLIS) AND CROSS TRAFFIC ALERT (CTA) - FALSE BLOCKAGE AND/OR DIAGNOSTIC TROUBLE CODE (DTC) - U3000 - BUILT ON OR BEFORE 3/29/2011

11-5-15

- FRONT BRAKES - INTERMITTENT GRUNT OR GRINDING NOISE

11-5-6

- 6F50/6F55 TRANSMISSION - SLUGGISH ACCELERATION FROM 0-8 KM\H (0-5 MPH) FOLLOWED BY A HARSH BUMP OR A SLIP ON TAKE-OFF FOLLOWED BY A BUMP - BUILT ON OR BEFORE 4/15/2011

11-5-3

- 3.5L GTDI ENGINE RUNS ROUGH, HESITATES, SHUDDERING WITH MISFIRE DTCS P0316, P0301, P0302, P0303, P0304, P0305, P0306

11-4-20

- 6F50/6F55 TRANSMISSION AWD - FLUID LEAK - BETWEEN PTU ASSEMBLY AND TRANSMISSION CASE

10-22-4

- AWD VEHICLES - SHUDDER/CHATTER/VIBRATION ON TURNS OR THUMP/CLUNK NOISE ON LIGHT ACCELERATION - BUILT 10/1/2009 TO 12/31/2009

10-21-6

- DTC P2111 OR P2112, OR LOWER THAN DESIRED ENGINE IDLE SPEED, ENGINE IDLE SPEED FLUCTUATES WITH OR WITHOUT DTCS

10-21-2

- 6F50/6F55 TRANSMISSION - SLIP/NEUTRAL OUT, 5TH GEAR START FROM STOP, ELECTRONIC PRNDL ERROR, BACKUP CAMERA IN D - BUILT 3/13/2009-6/30/2010

10-20-11

- SIRIUS RADIO WITH NAVIGATION - UPDATE PROCESS FAILURE - BUILT ON OR BEFORE 3/8/2010

10-20-8

- TIP-IN DELAYED SHIFT AT SPEEDS BETWEEN 15-20 MPH (24-32 KM/H)

10-20-6

- BLIND SPOT INFORMATION SYSTEM (BLIS) AND CROSS TRAFFIC ALERT (CTA) - FALSE DTC B11D6:15 WITH INTERMITTENT FAULTS - BUILT ON OR BEFORE 5/21/2010.

10-18-7

- SPEEDOMETER INDICATOR NEEDLE STICKING OR INACCURATE - BUILT ON OR BEFORE 3/25/2010

10-15-2

- CENTER HIGH MOUNT STOPLAMP REPAIR/REPLACEMENT PROCEDURE

10-14-2

- PTU FLUID LEAK - VENT AREA

10-13-4

- SYNC NON-NAVIGATION - NO TURN-BY-TURN DIRECTIONS AND/OR UNABLE TO PIN POINT VEHICLE LOCATION - BUILT ON OR BEFORE 6/14/2010

10-13-3

- FM RADIO RECEPTION/SOUND QUALITY CHANGES WHILE DRIVING OR SATELLITE RADIO SIGNAL BLEED THROUGH WHEN USING AUDIO SYSTEM IN AUX MODE

10-9-9

- 6F50/6F55 TRANSMISSION - DTC P0751 - HARSH OR NO FORWARD ENGAGEMENTS - PERCEIVED SLIP ON ACCELERATION - SLIP/DELAYED AND/OR HARSH DOWNSHIFTS

10-8-3

- SYNC - CALL SOUND QUALITY/BACKGROUND NOISE ISSUES AND/OR VOICE RECOGNITION DIFFICULTIES WHILE DRIVING

10-8-1

- ADAPTIVE CRUISE CONTROL (ACC) - TURNS OFF

10-7-2

- REAR BRAKE DRAG OR REAR BRAKE NOISE - BUILT ON OR BEFORE 12/14/2009

10-6-4

- 6F55 TRANSMISSION WITH ECO BOOST (GTDI)- BUMP 3-1 COASTING DOWNSHIFT BELOW 10 MPH (16 KM/H) BUILT ON OR BEFORE 3/1/2010

10-6-2

- REAR PACKAGE TRAY/SPEAKER RATTLE/BUZZ WITH THE RADIO ON - BUILT ON OR BEFORE 12/9/2009

10-6-1

- POWER STEERING FLUID LEAK AT THE RESERVOIR FILL CAP

10-5-12

- INTELLIGENT ACCESS KEY WITH NO KEY DETECTED OR NO FOB DETECTED - BUILT ON OR BEFORE 3/11/2010

10-5-9

- LUGGAGE COMPARTMENT LID SOLENOID STUCK OPEN

10-4-3

- 6F50/6F55 TRANSMISSION - SHIFT FLARE INITIAL 2-3 SHIFT / SLIGHT DELAY/BUMP 3-1 COASTING DOWNSHIFT BELOW 10 MPH (16 KM/H) BUILT ON OR BEFORE 11/17/2009

10-2-8

- SYNC SYSTEM DEFAULTS TO OR STAYS IN PRIVACY MODE, MULTIPLE VEHICLE LINES

10-2-6

- AFTERMARKET POWERTRAIN CONTROL MODULE CALIBRATION, NON-FACTORY MODIFICATION OR AFTERMARKET COMPONENTS

09-25-7

- SERVICE TIP - POWER TRANSFER UNIT (PTU) - RIGHT HAND INTERMEDIATE SHAFT SEAL LEAKS

09-24-13

- RAIN SENSOR MOUNTING RING DETACHED FROM WINDSHIELD

09-23-8

- DTC P0096-INTAKE AIR TEMPERATURE: IAT SENSOR 2 CIRCUIT/RANGE PERFORMANCE - BANK 1 - BUILT ON OR BEFORE 10/14/2009

09-23-2

- RADIO - HIGH PITCH WHISTLE OR WHINE NOISE BUILT ON OR BEFORE 9/24/2009

09-19-2

- POOR AM / FM RADIO RECEPTION WITH REAR DEFROST ON

TSBs found:33

Field Service Actions (Recalls)

2010 Taurus - US (English)

The Field Service Actions (FSA's) listed here may NOT apply to the vehicle you are working on. You MUST run OASIS with a specific VIN to determine if it applies. If OASIS does not return the FSA, then it does NOT apply.

10B14

Customer Satisfaction Program - Certain 2010 Model Year Ford Taurus, Edge, and Flex and Lincoln MKS, MKX, and MKT Vehicles - Transmission Intermediate Clutch Piston Seal__THIS FIELD SERVICE ACTION EXPIRED ON MARCH 31, 2011.
Published 03/05/2010

Documents found: 1

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	BBBA9005 NHL			**Received:**	02/02/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,TAURUS ,SEL ,FWD ,SEDAN ,1FAHP2EW6AG[redacted]			**Build Date:**	09/24/2009
Odometer :	14,531 M	**Engine:**	DURATEC 35	**Calibration:**	APH1FT0A
Transmission:	6F50	**Axle:**	2.77 RATIO	**A/C:**	YES
Dealer:	USA 07933 Worthington Ford			**Phone#:**	(562) 420-3333
City:	Long Beach	**State:**	California	**Country :**	USA

Originator: SCOTT USHER
Symptom: 5 52 4 02 DRV PERF,STALLS/QUITS,DECEL,ALWAYS
Status:
VFG: V52 DRIVEABILITY
Additional Symptom: STALLS AFTER REFUELING
Fix: **Causal Component :**
Condition Code:

Hotliner: MSCHOBE3 **Phone:** 000 317-9126 **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: SCOTT USHER **Phone:** 000 000-0000 **Title Cde:** SW

KOEO:
KOEC:
KOER:
Comments:

REPAIR 02/02/2011 11:09AM MICHAEL SCHOBER MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN: CUSTOMER STATES AT DIES AT IDLE AND UPON DECEL. SURGES THEN DIES. SEEMS TO BE MORE NOTICEABLE AFTER FILLING UP GAS TANK. INTERMITENT DIAGNOSTICS: COMPUTER DIAG AND DCL MONITOR TEST. NO CODES STORED. ROAD TEST 5MILES UNABLE TO DUPLICATE CUSTOMER CONCERN. NOTE:CUSTOMER DID JUST FILL UP TANK BEFORE DROPPING OFF VEHICLE AT DEALER. SEE OASIS FOR WORK PERFORMED BY OTHER FORD DEALERSHIP PREVIOUSLY. PARTS REPLACED:: NO PARTS REPLACE BY OUR DEALER. TECH QUESTION: THIS VEHICLE HAS BEEN TO ANOTHER DEALER FOR REPAIRS AND HAS MULTIPLE CUDL CONTACTS. I CONTACTED OUR FSE NICK WALTER AND HE IS LOOKING IN TO THE MATTER. HE ADVISED ME TO CONTACT HOTLINE STATING THAT THERE MAY BE OTHER TESTS YOU WANT US TO PERFORM DUE TO THE THIS PATICULAR SITUATION. PLEASE LIST ANY PERTINENT FREEZE FRAME DATA NONE PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE. NONE

RECOMM **02/02/2011 11:09AM MICHAEL SCHOBER MSS - FCSD - TECH SVC HOTLINE** SCOTT, RECOMMEND CHECKING FUEL QUALITY (VISUAL SAMPLE TO CHECK FOR CONTAMINATION), INSPECT THE EVAP CANISTER ASSEMBLY FOR SIGNS OF RAW FUEL INTRUSION (MOST NOTICEABLE AFTER REFUELING), AND VERIFY PROPER EVAP PURGE/VMV VALVE OPERATION (CHECK FOR VACUUM PAST THE VALVE KOER WITH THE VALVE COMMANDED OFF). IF RAW FUEL INTRUSION IS FOUND IN THE EVAP SYSTEM AND THE VEHICLE IS NOT OVER FUELED (ONE CLICK PAST FUELING STATION PUMP SHUT OFF IS CONSIDERED FULL), RECOMMEND REPLACING THE FUEL TANK ASSEMBLY (SUSPECT STICKING OPEN FUEL TANK VENT VALVE), ALL DAMAGED/CONTAMINATED EVAP SYSTEM COMPONENTS, AND RETEST. IF THESE

CHECKS PROVE OUT OK, PLEASE CALL THE HOTLINE TO DISCUSS THIS CONCERN IN GREATER DETAIL (CONTACT ID NUMBER IN RED AT THE TOP OF THE REQUEST)

Download Options

AUDIT **07/02/2011 11:02AM**

SYMPTOM 6 07 7 93 CHANGED TO 5 52 4 02 BY CS012093

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

Requester: DALBANIC

Report Summary

Server: FCWS686

Ford Proprietary, Private

19-Aug-2011

Retention: None

LAW OFFICE OF ADAM C. THIEL
7755 Center Avenue, Suite 1100 • Huntington Beach, California 92647
Phone (714) 372-2255 • Fax (714) 908-3666

Via Certified Mail

September 2, 2010

RECEIVED
10 SEP -7 P2:
CONSUMER AFFAIRS SECTION

Ford Motor Company
16800 Executive Plaza Drive MD4 South
Dearborn, MI 48126-4207

Re: My client: [redacted]
Case no.: 1403612350

Dear Sir or Madam:

Please allow this letter to serve as the formal letter of representation on behalf of my client, [redacted] Please direct all further communications concerning this matter to my office.

Attached hereto is a copy of a letter that Mr. [redacted] sent to Ford Motor Company on August 9, 2010.

The vehicle at issue is likely to cause death or serious bodily injury. It repeatedly stalls while he is driving it in traffic. Furthermore, this past week, it stalled on him and was the cause of an accident.

Mr. [redacted] has now clearly satisfied the requirements of Civil Code Section 1793.22(b). He has notified the manufacturer and he has taken the vehicle into a dealership on two occasions for repair. The dealership was unable to repair it.

We ask that Ford comply with California's lemon laws, immediately take back the vehicle, and reimburse Hollis Thiel for any and all expenses associated therewith. Please do not hesitate to contact me at [redacted] if you have any questions or concerns.

[redacted]

HOLLIS A. THIEL AIA / ASSOCIATES
architecture engineering consulting

August 9, 2010

Ford Motor Company
16800 Executive Plaza Drive
Mail Drop 3NE-B
Dearborn, MI 48126

RE: 2010 Ford Taurus leased by [redacted]
VIN # 1FAHP2EW6AG[redacted]

To Whom It May Concern:

I am writing this letter to Ford pursuant to California Civil Code Section 1793.22(b) and the Owner's Guide.

I have experienced numerous life-threatening failures of my vehicle. Specifically, it dies while I am driving it. This often happens while I am in traffic and it therefore exposes me to being involved in a serious accident.

The car died on me while I was driving it on the following dates: 11-20-09, 12-22-09, 1-7-10, 2-18-10, 3-27-10 and 4-15-10.

On 5-20-10 I took the car to Pacific Ford to have them look at the problem. They could not verify the problem and were unable to fix it. (see attached invoice)

The car died again on 5-22-10.

On 6-1-10 I took the car back to Pacific Ford concerning the same problem. It should be noted that the car died that day on my way to Pacific Ford. Once in Pacific Ford, a mechanic took a ride with me, but he could not verify the problem. He said a "Mr.

6072 appian way • long beach, california 90803 • (562) 433-0101 • fax (562) 433-9885

Ellis" would call me regarding the black box, but Mr. Ellis never called me. (see attached invoice)

The car died again on 7-5-10 and 7-6-10.

It is my position that this defect results in a condition that is likely to cause death or serious bodily injury if the car is driven. I am exposed to a major car accident when it dies on me while in traffic. I have now taken the car into Pacific Ford on two occasions and they are unable to fix the problem.

I have driven Ford products for over thirteen years and would prefer to continue my relationship with Ford, but I need a car that is safe and dependable.

Please contact me immediately upon receipt of this correspondence.

cc: Pacific Ford
Service Manager

Long Beach

6-1-10

Pacific Ford

3600-3670 Cherry Ave., Long Beach, CA 90807

SERVICE HOURS:

Mon. - Fri. 7:00 A.M. 7:00 P.M.
Saturday 7:00 A.M. 2:00 P.M.
Sunday Closed

562 - 426 - 3301

Lincoln Mercury Mazda

3500 Cherry Ave., Long Beach, CA 90807

SERVICE HOURS:

Mon. - Fri. 7:00 A.M. 6:00 P.M.
Saturday 7:00 A.M. 2:00 P.M.
Sunday Closed

562 - 627 - 5710

Toll Free 800 - 334 - 7711

V [redacted]

DATE: 6-1-10
ADVISOR: [redacted]
LICENSE: [redacted]
ODOMETER: 66M
HAT / TAG #: 5307
COLOR: Black
MAKE: _____ MODEL: Taurus 2010

NAME: [redacted]
ADDRESS:
CITY: STATE: ZIP:
HOME PHONE (562) 433-0101 BUSINESS PHONE ( )

REPAIR TYPE: W NO. 1 INSTRUCTIONS:

PRIME ITEM: WHEN FUEL TANK - WHILE DRIVING FUEL STARTING. ✓

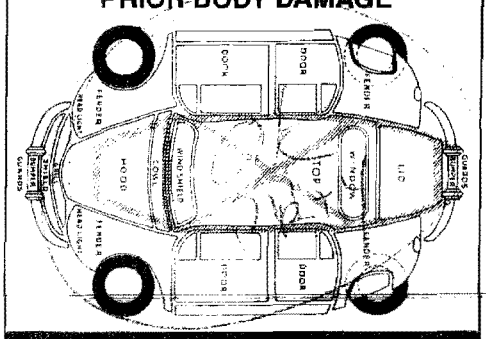
REPAIR TYPE: W NO. 2 INSTRUCTIONS:

ENGINE STALLED OUT - WHILE DRIVING - ENGINE STARTS + DIES - ✓

REPAIR TYPE: NO. 3 INSTRUCTIONS:

PACIFIC FORD Rental -

PRIOR BODY DAMAGE



THANK YOU

I hereby authorize the repair work to be done along with necessary materials. You and your employees may operate vehicle for purpose of testing, inspection, or delivery at my risk. We reserve the right to have sublet work performed at our discretion. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident, or any other cause beyond your control. I agree to pay storage charges of $25.00 per day for any vehicle left more than 3 days after notification that repairs are completed.
I agree that Pacific Ford, Long Beach Mazda or Long Beach Lincoln/Merc. shall have an express lien on the above described vehicle for its charges for parts, labor and above storage charges under this and any previous unpaid repair order and that said vehicle will be held by Pacific Ford, Long Beach Mazda or Long Beach Lincoln/Merc. until all sums are paid. In the event of legal action to collect monies due, I agree to pay costs of collection and reasonable attorney fees. Receipt of a copy of this order is b[redacted]

CUSTOMER SIG[redacted]

TIME IN	REPLACED PARTS REQUESTED BY CUSTOMER
A.M. P.M.	☐ YES
TIME PROMISED A.M. P.M.	☐ NO

BAR # ARD 097137 • EPA# CAD109269019
BAR # ARD 167486 • EPA# CAL000071919

ORIGINAL ESTIMATE $	REVISED ESTIMATE $	ADDITIONAL COSTS $	
REASON		CONTACTED BY	
AUTHORIZED BY	☐ PERSON ☐ PHONE #	DATE	TIME
ESTIMATED COST VARIANCE EXPLAINED	2ND REVISED ESTIMATE $	ADDITIONAL COST $	
REASON		CONTACTED BY	
AUTHORIZED BY	☐ PERSON ☐ PHONE #	DATE	TIME

I hereby designate the individual named below to authorize any additional work not specified or parts not included in the original written estimated price for parts and labor.

NAME OF DESIGNEE:	PHONE NUMBER:
E-MAIL ADDRESS	FAX NUMBER:
[redacted]	DATE:

P & A CODE: 05412

PACIFIC Ford

5-20-10

3600 Cherry Ave. Long Beach, CA 90807-4302 • (562) 426-3301 • (800) 334-7711

www.service@pacificford.com

WE RECOMMEND THE FOLLOWING REPAIRS:

1.

2.

ORIGINAL ESTIMATE $			
AUTHORIZED ADD'L REPAIRS $	ADD'L REPAIRS OK'D BY	IN PERSON / PHONED	
AUTHORIZED ADD'L REPAIRS $	DRIVERS LIC. NO. OR I.D.		
TOTAL $	DATE	TIME	

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

SIGNATURE X _____ DATE _____

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF X _____

CROSS REFERENCE TO

SERVICE INSTALLED PARTS

DATE INSTALLED MO.	DAY	YR.	ACCRUED MILEAGE NO TENTHS	ORIGINAL R.O. NUMBER

$ PARTS $ LABOR $ TOTAL

AUTHORIZED SIGNATURE AND DATE

PROGRAM CODE	APPROVAL CODE OR NO	COMMITMENT CODE

(SIGNED) DEALER OR GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

INVOICE TO [redacted]

LONG BEACH CA [redacted]

[redacted]

DRIVER/OWNER INFORMATION -- INVOICE: [redacted]

[redacted]

LONG BEACH CA [redacted]

HOME: [redacted]

FOR OFFICE USE

TAG: 4756 ADV: 665 CANADA, R INVOICE: PRELIM WAR W CP

TAX RULES: NNNNN INVOICED: 05/20/2010 19:13:09

ODOMETER IN: 6289 OUT: 6289 DIST: FMC

DATES BEGIN: 05/20/10 DONE: 05/20/10

VEHICLE INFORMATION

VIN 1FAHP2EW6A[redacted] LICENSE NUMBER: CA [redacted]

10 FORD TAURUS SEL FWD 4DR SDN BLACK

DATES INSERVICE: 112009 PRODUCTION: 09/2009

		OPERATION	TECH	AMOUNT
CONCERN 01	CUSTOMER STATES WHEN FUEL TANK IS FULL & WHEN DRIVING DOWN HILLS THE ENGINE SURGES & STALLS OUT CHECK AND ADVISE	1	111	
CAUSE	W			
CORRECTION	PERFORMED EED TEST FOUND CODE P2135 PT FAULT PERFORMED ELECTRICAL PIN POINT TEST FOUND BAD THROTTLE REMOVE REPLACE THROTTLE SET BASE IDLE RESET KAM AND MONIOT ROAD TEST ALL PIDS OK			
FACTORY	TECH: 111 - HERNANDEZ, GILB CERT#: SSN-0390 CONCERN CD: NA			

		OPERATION	TECH	AMOUNT
CONCERN 02	CUSTOMER STATES CHECK ENGINE LITE IS ON AND WRENCH LITE IS COMING ON ENGINE SURGES CHECK AND ADVISE	2	111	
CAUSE	W			
CORRECTION	SEE LINE 01			

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL
PN: 7T4Z 9E926 FA			THROTTLE BODY ASS'Y	1	

FACTORY TECH: 111 - HERNANDEZ, GILB CERT#: SSN-0390

CONCERN CD: NA

PP-7T479E926FA

		OPERATION	TECH	AMOUNT
CONCERN 24	TEST BATTERY	GEATT	111	
CAUSE	S			
CORRECTION	GASEN = CHECKED AND OKAY			
FACTORY	TECH: 111 - HERNANDEZ, GILB CERT#: SSN-0390 CONCERN CD: NA			

		OPERATION	TECH	AMOUNT
CONCERN 25	BRAKE INSPECTION			

PAGE 1

EPA # CAD109269019 ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE B.A.R. # ARD097137

PE13-003 001714LCPV

P & A CODE: 05412

PACIFIC Ford

3600 Cherry Ave. Long Beach, CA 90807-4302 • (562) 426-3301 • (800) 334-7711
www.service@pacificford.com

WE RECOMMEND THE FOLLOWING REPAIRS:

1.

2.

ORIGINAL ESTIMATE $			
AUTHORIZED ADD'L REPAIRS $	ADD'L REPAIRS OK'D BY	IN PERSON / PHONED	
AUTHORIZED ADD'L REPAIRS $	DRIVERS LIC. NO. OR I.D.		
TOTAL $	DATE	TIME	

ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

SIGNATURE X _____ DATE _____

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF X _____

CROSS REFERENCE TO

SERVICE INSTALLED PARTS

DATE INSTALLED			ACCRUED MILEAGE	ORIGINAL R.O. NUMBER
MO.	DAY	YR.	NO TENTHS	

$	$	$
PARTS	LABOR	TOTAL

AUTHORIZED SIGNATURE AND DATE

PROGRAM CODE	APPROVAL CODE OR NO.	COMMITMENT CODE

(SIGNED) DEALER OR GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

INVOICE TO — DRIVER/OWNER INFORMATION — INVOICE: W58693

[redacted]

FOR OFFICE USE — VEHICLE INFORMATION

TAG: 475A ADV: 665 CANADA, INVOICED: 05/20/2010 13:13:09 CP 10 TAURUS BLACK LICENSE NUMBER: CA [redacted]

CAUSE N GSK 111
CORRECTION "GREEN" PADS/SHOES ARE "OKAY" AT THIS TIME
COMMENT OVER 5MM OR 7/32" (DISC) OR OVER 2MM OR 3/32 (DRUM)
FACTORY TECH: 111 - HERNANDEZ, GILB CERT#: SSN-0380
CONCERN CD: NA

CONCERN 26 TIRE INSPECTION OPERATION TECH AMOUNT
CAUSE N OTIRE 111
CORRECTION GREEN = TREAD DEPTH IS OKAY AT THIS TIME
COMMENT 7/32" OR GREATER
FACTORY TECH: 111 - HERNANDEZ, GILB CERT#: SSN-0380
CONCERN CD: NA

PAYMENT DISTRIBUTION FOR INVOICE W58693

IF YOU HAVE ANY QUESTIONS - PLEASE SEE RICHARD CANADA
WWW.PACIFICFORD.COM
* MAKE SERVICE APPOINTMENT * CHECK SERVICE SPECIALS * TIRE PRICES *
DO WE HAVE YOUR E-MAIL ADDRESS ???

PAGE 2
LAST PAGE

EPA # CAD109269019 ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE B.A.R. # ARD097137

PE13-003 001715LCPV

[redacted]

CT Corporation

Service of Process Transmittal

07/14/2011
CT Log Number 518832479

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	[redacted] and Mabel F. Turl, Pltfs. vs. Ford Motor Company, et al., Dfts.
DOCUMENT(S) SERVED:	Summons, Complaint, Cover Sheet, Certificate, Notice
COURT/AGENCY:	Riverside County - Superior Court - Riverside, CA Case # RIG1111685
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Failure to repair or make it conform to the express and implied warranties under the The Song-Beverly Consumer Warranty Act concerning with the vehicle 2010 Ford Edge, VIN:2FMDK3JC4AE[redacted] or repurchase the same
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 07/14/2011 at 16:29
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service - File written response // 01/26/2012 at 8:30 a.m. - Case Management Conference
ATTORNEY(S) / SENDER(S):	William R. McGee Law Offices of William R. McGee 16855 W. Bernardo Drive Suite 380 San Diego, CA 92127 858 485 9332
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 797307777910 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Nancy Flores 818 West Seventh Street Los Angeles, CA 90017 213-337-4615

OGC LIT 2011JUL18 AM 9:47

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

7-17-11
2:30

COPY

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
JUL 12 2011
A. Sanchez

NOTICE TO DEFENDANT: FORD MOTOR COMPANY, and DOES 1
(AVISO AL DEMANDADO): through 10, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

MICHAEL C. TURL and MABEL F. TURL

BY FAX

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
SUPERIOR COURT OF RIVERSIDE COUNTY
4050 MAIN STREET
RIVERSIDE, CA 92501

CASE NUMBER:
(Número del Caso): RIC 1111685

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
WILLIAM R. McGEE SBN: 122153
LAW OFFICES OF WILLIAM R. McGEE
16855 W. BERNARDO DRIVE, STE. 380
SAN DIEGO, CA 92127 (858) 485-9332

A. Sanchez

DATE: JUL 12 2011 Clerk, by _____, Deputy
(Fecha) *(Secretario)* *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☒ on behalf of *(specify)*: **Ford Motor Company**
   under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   other *(specify)*:
4. ☐ by personal delivery on *(date)*:

PE13-003 001718LCPV

COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
WILLIAM R. McGEE LAW OFFICES OF WILLIAM R. McGEE 16855 WEST BERNARDO DRIVE, STE. 380 SAN DIEGO, CA 92127 SBN: 122153 TELEPHONE NO.: (858) 485-9332 FAX NO.: (858) 485-9763 ATTORNEY FOR (Name): PLAINTIFF	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 4050 MAIN STREET MAILING ADDRESS: CITY AND ZIP CODE: RIVERSIDE, CA 92501-3703 BRANCH NAME: RIVERSIDE COURT	
CASE NAME: TURL v. FORD MOTOR COMPANY	

CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER: RIC 1111665
[X] Unlimited (Amount demanded exceeds $25,000) [ ] Limited (Amount demanded is $25,000 or less)	[ ] Counter [ ] Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2). BY FAX

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 (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [X] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other 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 3.400-3.403)
- [ ] 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 [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   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 postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [X] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [X] punitive
4. Number of causes of action *(specify)*: ONE
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: 07/12/11

WILLIAM R. McGEE
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

Legal Solutions Plus

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10

PE13-003 001719LCPV

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SUPERIOR COURT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

- [ ] BANNING 135 N. Alessandro Road, Banning, CA 92220
- [ ] BLYTHE 265 North Broadway, Blythe, CA 92225
- [ ] HEMET 880 N. State St., Hemet, CA 92543
- [ ] INDIO 46-200 Oasis St., Indio, CA 92201
- [ ] MORENO VALLEY 13800 Heacock St. #D201, Moreno Valley, CA 92553
- [ ] MURRIETA 30755-D Auld Road, Murrieta, CA 92563
- [X] RIVERSIDE 4050 Main St., Riverside, CA 92501
- [ ] RIVERSIDE 4175 Main St., Riverside, CA 92501
- [ ] TEMECULA 41002 County Center Dr., #100, Temecula, CA 92591

Name and Address (858) 485-9332
WILLIAM R. McGEE
LAW OFFICES OF WILLIAM R. McGEE
16855 WEST BERNARDO DRIVE, SUITE 380
SAN DIEGO, CA 92127
SBN: 122153
Attorney for Plaintiff
or Party without Attorney

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
JUL 12 2011
A. Sanchez

MICHAEL C. TURL and MABEL F. TURL

Plaintiff(s)

vs.

FORD MOTOR COMPANY, and DOES 1 through 10, inclusive,

Defendant(s)

CASE NO. RIC 1111685

CERTIFICATE OF COUNSEL

BY FAX

The undersigned certifies that this matter should be tried or heard in the RIVESIDE Court for the following reason:

- [X] The action arose in this judicial district.
- [ ] The action concerns real property located in this judicial district.
- [ ] The defendant resides in this judicial district.

Dated: 07/12/11

Signed by: LAW OFFICES OF WILLIAM R. McGEE
ATTORNEY FOR PLAINTIFF(S)
OR PARTY WITHOUT ATTORNEY
WILLIAM R. McGEE

PE13-003 001720LCPV

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
JUL 12 2011
A. Sanchez

LAW OFFICES OF WILLIAM R. McGEE
William R. McGee, State Bar No. 122153
Deborah Horowitz, State Bar No. 216607
16855 West Bernardo Drive, Su. 380
San Diego, California 92127
(858) 485-9332

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

RIC411685

MICHAEL C. TURL and MABEL F. TURL, Plaintiffs, v. FORD MOTOR COMPANY, and DOES 1 through 10, inclusive, Defendants.	Case No. RIC COMPLAINT FOR RESTITUTION AND DAMAGES [VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT] BY FAX

Plaintiffs, MICHAEL C. TURL and MABEL F. TURL, allege as follows:

GENERAL ALLEGATIONS

1. Plaintiffs are informed and believe, and thereon allege, that at all times herein defendant FORD MOTOR COMPANY is and was a corporation and registered to do business in the State of California and doing business in the County of RIVERSIDE.

2. The true names and capacities of Does 1 through 10, inclusive, are not known to plaintiffs at this time and therefore plaintiffs sue those defendants by such fictitious names. Plaintiffs will amend this complaint to allege the true names and capacities of such defendants when they are ascertained.

3. Each of the defendants in this case acted as the principal, agent, employee or other authorized representative in relation to the other; all defendants acted at all times

mentioned in this complaint within the course and scope of their respective authority and with the full knowledge and consent of the other defendants. Furthermore, plaintiffs are informed and believe and thereon allege that all acts of corporate employees as hereinafter alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

4. On or about April 18, 2010, plaintiffs purchased a 2010 Ford Edge, VIN: 2FMDK3JC4ABB19493.

5. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 et seq., the aforementioned vehicle constitutes "consumer goods" used, bought or leased primarily for personal, family or household purposes and plaintiffs have used the vehicle primarily for said purposes.

6. Plaintiffs are a "buyer" and/or "lessee" of consumer goods under the Act.

7. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or "distributor" under the Act.

8. Defendant FORD MOTOR COMPANY offered an "express warranty" under the Act.

9. The sale of the aforementioned vehicle to plaintiffs was accompanied by an implied warranty that the vehicle was merchantable. The sale of the aforesaid vehicle to plaintiffs was also accompanied by defendant FORD MOTOR COMPANY's implied warranty of fitness.

10. The subject vehicle has suffered from serious defect(s) and nonconformity(s) to warranty, including but not limited to, the engine stalls and idles erratically, and the seat(s) make an unacceptable noise. The foregoing defect(s) and nonconformity(s) to warranty manifested themselves within the applicable express warranty period.

11. Plaintiffs delivered the aforementioned vehicle to an authorized FORD MOTOR COMPANY service and repair facility for repair of the aforementioned nonconformity(s) on numerous occasions.

12. Defendant has been unable and/or has refused to conform plaintiffs' vehicle

to the applicable express and implied warranties under the Act after a reasonable number of attempts. Furthermore, the aforementioned nonconformity(s) substantially impairs the use, value and/or safety of the subject vehicle to plaintiffs.

13. Notwithstanding plaintiffs' entitlement, defendant refused to comply with its obligations under the Act to repurchase the vehicle and make restitution.

14. By failure of defendant to comply with its obligations under the Act to repurchase the vehicle and make restitution, defendant is in breach of its obligations under the Act.

15. Plaintiffs are entitled to justifiably revoke acceptance of the aforementioned vehicle under the Act.

16. Under the Act, plaintiffs are entitled to reimbursement of the purchase price paid for the subject vehicle less that amount directly attributable to use by the plaintiffs prior to discovery of the nonconformity(s).

17. Plaintiffs are entitled to all incidental, consequential and general damages resulting from defendant's failure to comply with its obligations under the Act.

18. Plaintiffs are entitled under the Act to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in connection with the commencement and prosecution of this action.

19. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that defendant has willfully failed to comply with its responsibilities under the Act.

WHEREFORE, plaintiffs pray 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 plaintiffs as a civil penalty;

4. Prejudgment interest from date of rescission;

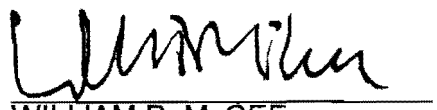
5. For attorney's fees incurred herein according to proof;

6. For costs of suit incurred herein; and

7. For such other and further relief as the Court deems just and proper.

DATED: July 11, 2011

LAW OFFICES OF WILLIAM R. McGEE
Attorneys for Plaintiffs

By: 
WILLIAM R. McGEE

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
7/18/2011	[redacted]	2FMDK3JC4AB[redacted]	2010 EDGE	09
CLOSED	CLP - IN - BUYBACK STATE LL	695521731		
7/7/2011	[redacted]	2FMDK3JC4AB[redacted]	2010 EDGE	09
CLOSED	CLP - IN - BUYBACK STATE LL	695521731		
7/7/2011	[redacted]	2FMDK3JC4AB[redacted]	2010 EDGE	01
CLOSED	CLP - CRC SUPPORTS FIELD'S DECISION	695521731		
6/27/2011	[redacted]	2FMDK3JC4AB[redacted]	2010 EDGE	01
CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	695521731		
6/24/2011	[redacted]	2FMDK3JC4AB[redacted]	2010 EDGE	01
CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	695521731		
6/24/2011	[redacted]	2FMDK3JC4AB[redacted]	2010 EDGE	01
CLOSED	MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY	695521731		
6/22/2011	[redacted]	2FMDK3JC4AB[redacted]	2010 EDGE	02
CLOSED	MISC INQUIRY - CHANGE OF ADDRESS	695521731		

Ford Confidential

All Action Details for Issue

Print

VIN: 2FMDK3JC4AE[redacted] **Year:** 2010 **Model:** EDGE **Case:** 695521731
Name: [redacted] **Owner Status:** Original **WSD:** 2010-04-15
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED **Primary Phone:** [redacted]
Reason Desc: CLP - IN - BUYBACK STATE LL **Secondary Phone:** [redacted]
Issue Type: 09 BUYBACK STATE LL **Issue Status:** CLOSED

Action: RAV EVALUATION
Dealer: 05557 FRITTS FORD **Origin Desc:** US CONCERN CASE BASE
Odometer: 14389 MI **Comm Type:** PHONE
Analyst Name: REED, JEFFREY **Analyst:** JREED129
Action Date: 06/22/2011 **Action Time:** 19.29.51.357 **Action Data:** No

Comments CUSTOMER SAID: = OVER THE LAST 3 MONTHS STARTING IN APRIL HAVE HAD TO TAKE THE VEH INTO THE DLR FOR A MYRIAD OF THINGS INCLUDING ENGINE ISSUES, VEH DYING, SQUEEKY SEATS.= CUST WANTS TO SEE WHAT THEY CAN DO ABOUT GETTING OUT OF THIS VEHICLE.= NO CONCERN PRESENT NOW, PICKED VEH UP YESTERDAY AND WANTS TO GET OUT OF THE VEH.DEALER SAID: FRITTS FORD8000 AUTO DRIVERIVERSIDE CA 92504(951) 687-2121CRC ADVISED: YOUR REQUEST WILL BE INVESTIGATED BY A SPECIALIST HERE AT THE CUSTOMER RELATIONSHIP CENTER TO SEE IF THE VEHICLE MEETS THE STATE OF CALIFORNIA'S LEMON LAW GUIDELINES FOR REPLACEMENT. IF YOUR VEHICLE DOES NOT QUALIFY, YOU WILL RECEIVE A CALL FROM A CUSTOMER SERVICE MANAGER WITHIN 10 BUSINESS DAYS TO ASSIST YOU WITH YOUR REPAIR NEEDS AND A LETTER FROM FORD STATING THAT YOUR VEHICLE DOES NOT QUALIFY. IF YOUR VEHICLE QUALIFIES FOR REPLACEMENT, YOU WILL RECEIVE AN OFFER LETTER IN APPROXIMATELY 15 BUSINESS DAYS FROM THE REACQUIRED VEHICLE PROGRAM HEADQUARTERS. THE LETTER WILL PROVIDE INSTRUCTIONS REGARDING DOCUMENTS AND INFORMATION NECESSARY TO COMPLETE THE PROCESS, INCLUDING THE ORIGINAL SALES CONTRACT, CURRENT LOAN OR LEASE DOCUMENTS, AND CURRENT MILEAGE TO DETERMINE USAGE FEES. IF YOU DO NOT RECEIVE A COMMUNICATION FROM FORD MOTOR COMPANY WITHIN 15 BUSINESS DAYS, PLEASE CALL US HERE AT THE CUSTOMER RELATIONSHIP CENTER TO FURTHER INVESTIGATE YOUR REQUEST.= ADV CUST OF ABOVE.

Action: REQUEST RO FROM SERVICE MANAGER
Dealer: 05557 FRITTS FORD **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 14389 MI **Comm Type:** OTHER
Analyst Name: KENDALL ,ROBERT **Analyst:** RKENDAL5
Action Date: 06/23/2011 **Action Time:** 09.49.55.218 **Action Data:** No

Comments -DRS, BOB-EFAX DEALER REPORT

Action: BB-OBC TO DEALERSHIP
Dealer: 05557 FRITTS FORD **Origin Desc:** CVPI AGENTS
Odometer: 14389 MI **Comm Type:** PHONE
Analyst Name: KOVACS, CARMELL **Analyst:** CKOVACS5
Action Date: 06/23/2011 **Action Time:** 11.52.50.320 **Action Data:** No

Comments -OBC TO FRITTS FORD LEFT VM FOR SM KYLE KLEIN. COURTESY CALL ADVISING FAX WAS SENT TODAY REQUESTING SUBMISSION OF THE DEALER REPORT AND REPAIR ORDERS.

Action: RECEIVED RO FROM SERVICE MANAGER
Dealer: 05557 FRITTS FORD **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 14389 MI **Comm Type:** OTHER
Analyst Name: KENDALL ,ROBERT **Analyst:** RKENDAL5
Action Date: 06/23/2011 **Action Time:** 14.58.29.337 **Action Data:** Yes

Comments -DRS, BOB-RECEIVED DEALER REPORT

Data Element Name	Data Value
DATE RECEIVED:	06-23-2011

Action: MOVE CASE TO RES FOR HANDLING
Dealer: 05557 FRITTS FORD **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 14389 MI **Comm Type:** OTHER
Analyst Name: KENDALL ,ROBERT **Analyst:** RKENDAL5
Action Date: 06/23/2011 **Action Time:** 15.05.32.733 **Action Data:** No

Comments -DRS, BOB-RECEIVED RES REVIEW

Action: NO REPAIR PROCEDURE AVAILABLE AT THIS TIME PER - "OTHER"
Dealer: 05557 FRITTS FORD **Origin Desc:** DEALER
Odometer: 14389 MI **Comm Type:** VISIT
Analyst Name: KYLE KLEIN **Analyst:** K-KLEIN5
Action Date: 06/28/2011 **Action Time:** 18.31.44.993 **Action Data:** No

Comments CUST CAME IN WITH YET ANOTHER SQUEEK ISSUE, THIS TIME ITS FROM THE PASSENGERS SIDE FRONT SEAT. THE NOISE HAPPENS DURING HAD BRAKEING WITH SOMEONE IN THE SEAT AND WAS SO FAINT. HAD OUR FSE LISTEN TO IT AND IT WAS DETERMINED IT WAS A NOISE CAUSED BY THE LEATHER AND WHEN COMPARED TO ANOTHER IS A NORMAL CHARACTERISTIC.

Action: MOVE CASE TO CCT FOR HANDLING
Dealer: 05557 FRITTS FORD **Origin Desc:** CONSUMER AFFAIRS - SMALL CLAIM
Odometer: 14389 MI **Comm Type:** OTHER
Analyst Name: ALUIA (SALUIA),SUSAN **Analyst:** SALUIA
Action Date: 06/30/2011 **Action Time:** 23.45.59.357 **Action Data:** No

Comments REVIEWED REPAIR HISTORY, CUSTOMER CONCERNS AND ALL RELEVANT INFORMATION. AT THIS TIME FORD BELIEVES THE VEHICLE DOES NOT QUALIFY FOR REPURCHASE OR REPLACEMENT UNDER THE CA STATE LEMON LAW.

Action: UPLOAD RAV ONLINE INFORMATION
Dealer: 05557 FRITTS FORD **Origin Desc:** CONSUMER AFFAIRS - SMALL CLAIM
Odometer: 14389 MI **Comm Type:** OTHER
Analyst Name: STONE (TSTONE26),TERRIE **Analyst:** TSTONE26
Action Date: 07/01/2011 **Action Time:** 13.10.07.411 **Action Data:** No

Comments SENT TO RAV FOR HANDLING

Action: CUSTOMER DOES NOT QUALIFY LETTER SENT
Dealer: 05557 FRITTS FORD
Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES
Odometer: 14389 MI
Comm Type: OUTBOUND MAIL-OTHER
Analyst Name: GRAHAM, SHARON
Analyst: S-GRAH15
Action Date: 07/05/2011
Action Time: 10.48.37.884
Action Data: No

Comments DOESN'T QUALIFY LETTER SENT FEDEX 478293506106

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05557 FRITTS FORD
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 14389 MI
Comm Type: PHONE
Analyst Name: VEIT,KATHLEEN
Analyst: KJOHN195
Action Date: 07/06/2011
Action Time: 12.51.49.870
Action Data: Yes

Comments OBC TO CUSTOMER-[redacted] -- ADVISED CUSTOMER VEHICLE DOES NOT QUALIFY FOR A REPLACEMENT- CUSTOMER ADVISING VEHICLE IS NOW AT ANOTHER VEHICLE. VEHICLE IS AT 05395 HEMBORG FORD FOR EVALUATION ON THE SEATS MAKING NOISES. FRITTS FORD IS ADVISING THE NOISE IS NORMAL CHARACTERISTIC (STATING LEATHER RUBBING ON LEATHER) CUSTOMER TOOK VEHICLE ELSEWHERE FOR SECOND OPINION AND NEEDS VEHICLE BACK TODAY AS THEY DO NOT HAVE ALT TRANSPORTATION. ADVISED I WILL CALL THE DEALER TODAY TO SEE WHAT CAN BE DONE. FU SET FOR TOMORROW 07-08

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-08-2011
TIME OF FOLLOW UP (HH:MM):	20:00

Action: TRANSFER ISSUE
Dealer: 05395 HEMBORG FORD
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 14389 MI
Comm Type: PHONE
Analyst Name: VEIT,KATHLEEN
Analyst: KJOHN195
Action Date: 07/06/2011
Action Time: 12.52.34.722
Action Data: No

Comments 05395

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05395 HEMBORG FORD
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 14389 MI
Comm Type: PHONE
Analyst Name: VEIT,KATHLEEN
Analyst: KJOHN195
Action Date: 07/06/2011
Action Time: 12.55.45.295
Action Data: No

Comments OBC TO DEALER SM ROBERT LM ON VM

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05395 HEMBORG FORD
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 14389 MI
Comm Type: PHONE
Analyst Name: VEIT,KATHLEEN
Analyst: KJOHN195
Action Date: 07/06/2011
Action Time: 16.43.56.790
Action Data: No

Comments SEAT CLICKING ON HARD ACELLERATION OR STOPPING. LUBED MOLDINGS AROUND THE SEAT. CONTINUEING TO WORK N VEHICLE TODAY AND WILL CALL THE CUSTOMER BEFORE THE END OF THE DAY TO DISCUSS NEXT STEPS. (SA GEORGE)

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05395 HEMBORG FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 14389 MI **Comm Type:** PHONE
Analyst Name: STABILITO DANA **Analyst:** DSTABILI
Action Date: 07/07/2011 **Action Time:** 18.58.50.903 **Action Data:** Yes

Comments *CSM DANA EXT 7717*- MADE OBC TO DEALERSHIP. WAS ADVISED THAT CUSTOMER PICKED UP VEHICLE. SEAT TRACK WAS ORDERED, CAR WILL BE BACK IN ON MONDAY, 7/11/11. MADE OBC TO CUSTOMER AT PRIMARY PHONE: [redacted], LVM WITH TOLL FREE NUMBER AND EXTENSION. ADVISED THAT I WOULD FOLLOW UP 7/8/11 BY 5PM PST.

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-08-2011
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05395 HEMBORG FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 14389 MI **Comm Type:** PHONE
Analyst Name: STABILITO DANA **Analyst:** DSTABILI
Action Date: 07/08/2011 **Action Time:** 13.53.47.442 **Action Data:** Yes

Comments *CSM DANA EXT 7717*- MADE OBC TO CUSTOMER AT PRIMARY PHONE: [redacted], CONFIRMED APPOINTMENT AT DEALERSHIP ON 7/11/11. ADVISED WOULD FOLLOW UP ON 7/15/11 BY 5PM PST TO ENSURE REPAIRS ARE COMPLETE AND SATISFACTORY.

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-15-2011
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 05395 HEMBORG FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 14389 MI **Comm Type:** PHONE
Analyst Name: PRINCE,BRADLEY **Analyst:** BPRINC10
Action Date: 07/15/2011 **Action Time:** 17.35.36.699 **Action Data:** Yes

Comments CSM BRAD XT 7710- OBC TO CUST SPOKE TO MRS TURL. SHE TOOK VEH IN TODAY. FOLLOW UP 7-18 TO VERIFY REPAIRS

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-18-2011
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05395 HEMBORG FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 14389 MI **Comm Type:** PHONE
Analyst Name: VEIT,KATHLEEN **Analyst:** KJOHN195
Action Date: 07/18/2011 **Action Time:** 14.12.29.446 **Action Data:** No

Comments PER DEAER REPAIRS ARE COMPLETED.

Action: CONCERN ADDRESSED
Dealer: 05395 HEMBORG FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 14389 MI **Comm Type:** PHONE
Analyst Name: VEIT,KATHLEEN **Analyst:** KJOHN195
Action Date: 07/18/2011 **Action Time:** 14.14.24.482 **Action Data:** Yes

Comments OBC TO CUSTOMER-[redacted]- SHE CONFIRMS REPAIRS ARE COMPLETED PROVIDED CASE # AND ADVISED SHE CALL US IF SHE HAS ANY CONCERNS. CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	73
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Ford Confidential

All Action Details for Issue

Print

VIN: 2FMDK3JC4AE[redacted] **Year:** 2010 **Model:** EDGE **Case:** 695521731
Name: [redacted] **Owner Status:** Original **WSD:** 2010-04-15
Symptom Desc: SEATING NOISE MANUAL **Primary Phone:** [redacted]
Reason Desc: CLP - IN - BUYBACK STATE LL **Secondary Phone:** [redacted]
Issue Type: 09 BUYBACK STATE LL **Issue Status:** CLOSED

Action: CUSTOMER DOES NOT QUALIFY LETTER SENT
Dealer: 05557 FRITTS FORD **Origin Desc:** CONSUMER AFFAIRS - REACQUIRED VEHICLES
Odometer: 14853 MI **Comm Type:** PHONE
Analyst Name: DAUNT,CHRIS **Analyst:** C-DAUNT
Action Date: 07/05/2011 **Action Time:** 20.00.25.450 **Action Data:** No

Comments PER REVIEW UNDER THE CALIFORNIA LEMON LAW PROGRAM

Action: MOVE CASE TO CCT FOR HANDLING
Dealer: 05557 FRITTS FORD **Origin Desc:** CONSUMER AFFAIRS - REACQUIRED VEHICLES
Odometer: 14853 MI **Comm Type:** PHONE
Analyst Name: DAUNT,CHRIS **Analyst:** C-DAUNT
Action Date: 07/05/2011 **Action Time:** 20.00.25.714 **Action Data:** No

Comments PER REVIEW UNDER THE CALIFORNIA LEMON LAW PROGRAM

Action: RECEIPT OF CUSTOMER LETTER RETURNED
Dealer: 05557 FRITTS FORD **Origin Desc:** CONSUMER AFFAIRS - REACQUIRED VEHICLES
Odometer: 14853 MI **Comm Type:** PHONE
Analyst Name: DAUNT,CHRIS **Analyst:** C-DAUNT
Action Date: 07/07/2011 **Action Time:** 20.00.31.539 **Action Data:** No

Comments PER REVIEW UNDER THE CALIFORNIA LEMON LAW PROGRAM

All Action Details for Issue

Print

VIN: 2FMDK3JC4AB[redacted] **Year:** 2010 **Model:** EDGE **Case:** 695521731
Name: [redacted] **Owner Status:** Original **WSD:** 2010-04-15
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: CLP - CRC SUPPORTS FIELD'S DECISION **Secondary** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION
Dealer: 05557 FRITTS FORD **Origin Desc:** US CONCERN CASE BASE
Odometer: 14389 MI **Comm Type:** PHONE
Analyst Name: STANFORD, MATTHEW **Analyst:** MSTANFO7
Action Date: 07/07/2011 **Action Time:** 12.49.12.157 **Action Data:** No

Comments CUSTOMER SAID: -2FMDK3JC4AB[redacted]CUSTOMER RECIEVED LETTER THAT VEHICLE DOESNT MEET LEMON LAW REQUIREMENTS-CUSTOMER WANTS TO KNOW WHYCRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK(NOTE TO CSR: SUPPORT THE DLR, REGION, DECISION)-ADVISED CONTINUE TO WORK WITH DEALERSHIP

Ford Confidential

All Action Details for Issue

Print

VIN: 2FMDK3JC4AE[redacted] **Year:** 2010 **Model:** EDGE **Case:** 695521731
Name: [redacted] **Owner Status:** Original **WSD:** 2010-04-15
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: 15000 MI **Comm Type:** PHONE
Analyst Name: KISSOON, RANJIT **Analyst:** RKISSOON
Action Date: 06/27/2011 **Action Time:** 14.42.54.668 **Action Data:** No

Comments CUSTOMER SAID: --SEEKING STATUS OF CASE- - DLR ADV CUST THEY NEEDED TO DO TEST ON THE VEH TODAY- WHAT IS THE NATURE OF THOSE TESTSCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.---ADV CUST CONTACT DLR AND SPEAK TO THE S/M TO SEE WHAT THOSE TESTS ARE ABOUT

Ford Confidential

All Action Details for Issue

Print

VIN: 2FMDK3JC4AE[redacted] **Year:** 2010 **Model:** EDGE **Case:** 695521731
Name: [redacted] **Owner Status:** Original **WSD:** 2010-04-15
Symptom Desc: UNKNOWN SOURCE NOISE PASSENGER COMP. **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: 14800 MI **Comm Type:** PHONE
Analyst Name: VICKERS LISA **Analyst:** LVICKER6
Action Date: 06/24/2011 **Action Time:** 14.37.05.816 **Action Data:** No

Comments CUSTOMER SAID: -CUST HAS DROPPED VEH OFF AGAIN AT DLSHP FOR NOISE UNDER PASSENGER SIDEDEALER SAID: -FRITTS FORD8000 AUTO DRIVERIVERSIDE CA 92504(951) 687-2121CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.

Ford Confidential

All Action Details for Issue

Print

VIN: 2FMDK3JC4AB[redacted] **Year:** 2010 **Model:** EDGE **Case:** 695521731
Name: [redacted] **Owner Status:** Original **WSD:** 2010-04-15
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY **Secondary Phone** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: PUBLIC-PRIVATE OFFER
Dealer: **Origin Desc:** MANUAL - PHONE CSR
Odometer: 14389 MI **Comm Type:** PHONE
Analyst Name: BRIX (ABRIX),ANITA **Analyst:** ABRIX
Action Date: 06/24/2011 **Action Time:** 11.28.45.068 **Action Data:** Yes

Comments CRC ADVISED: **NO FLAG**NO OFFER

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	MISCELLANEOUS/OTHER
PUBLIC-PRIVATE OFFER ACTIONS:	CUSTOMER NOT INTERESTED AT THIS TIME

Ford Confidential

All Action Details for Issue

Print

VIN: 2FMDK3JC4AE[redacted] **Year:** 2010 **Model:** EDGE **Case:** 695521731
[redacted] **Owner Status:** Original **WSD:** 2010-04-15
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: 14389 MI **Comm Type:** PHONE
Analyst Name: REED, JEFFREY **Analyst:** JREED129
Action Date: 06/22/2011 **Action Time:** 19.19.10.045 **Action Data:** No

Comments CUSTOMER PROFILE UPDATE

Ford Confidential

[redacted]

CT Corporation

Service of Process Transmittal

05/31/2011
CT Log Number 518607846

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	[redacted] Pltfs. vs. Ford Motor Company, et al. Dfts.
DOCUMENT(S) SERVED:	Summons, Schedule, Complaint
COURT/AGENCY:	Placer County, Superior Court, CA Case # SCV0029292
NATURE OF ACTION:	Violation of the Song-Beverly Consumer Warranty Act
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 05/31/2011 at 14:40
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 calendar days after service - Summons// September 20, 2011 at 10:00 a.m. or 11:00 a.m. - Case Management Conference
ATTORNEY(S) / SENDER(S):	William R. McGee Law Offices of William R. McGee 16855 W. Bernardo Drive Suite 380 San Diego, CA 92127 858 485 9332
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 794820577387 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Nancy Flores 818 West Seventh Street Los Angeles, CA 90017 213-337-4615

OFFICE OF THE GENERAL COUNSEL
11 JUN -3 A10:59
LITIGATION PRACTICE GROUP

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

5-31-11
3:25

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT: FORD MOTOR COMPANY, and DOES 1 through 10, inclusive,
(AVISO AL DEMANDADO):

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLACER

MAY 26 2011

JAKE CHATTERS
EXECUTIVE OFFICER & CLERK
By Brandi Burke, Deputy

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

TONI L. VANCE and WILLIAM M. VANCE

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), 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), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
SUPERIOR COURT OF PLACER COUNTY
300 TAYLOR STREET
ROSEVILLE, CA 95678

CASE NUMBER:
(Número del Caso):
SCV0029292

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
WILLIAM R. McGEE (858) 485-9332
LAW OFFICES OF WILLIAM R. McGEE
16855 WEST BERNARDO DRIVE, SUITE 380
SAN DIEGO, CA 92127

DATE: MAY 25 2011
(Fecha)

Clerk, by B. Burke, Deputy
(Secretario) *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de este citatión use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

COPY

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. [x] on behalf of *(specify)*: Ford Motor Company
under: [x] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
[ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
[ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
[ ] other *(specify)*:
4. [ ] by personal delivery on *(date)*:

CASE NO. SCV0029292

A CASE MANAGEMENT CONFERENCE HAS BEEN SCHEDULED:

DATE: **September 20, 2011**
TIME: **10:00 A.M. If your case number starts with "S-CV"**
11:00 A.M. If your case number starts with "M-CV"
DEPT: **40 - 10820 Justice Center Drive, Roseville, California**

IF YOU DO NOT HAVE AN ATTORNEY, READ THIS:

The judge does **not** decide whether you win or lose your case at this court date. If you do not file an "Answer," or other "responsive pleading," you will automatically lose this case, usually before this court date. The Answer or responsive pleading must be given to the court clerk within 30 days of the day you received the Summons, along with a filing fee or application for waiver of court fees.

You can get free help filling out your Answer or responsive pleading at the court's Legal Help Center. Call 916-408-6446 or go to the court's website at www.placer.courts.ca.gov and select "Legal Help Center/Self Help" for information about the Legal Help Center.

INFORMATION ABOUT CASE MANAGEMENT CONFERENCES:

Fifteen calendar days before the Case Management Conference, you must file and serve a completed Case Management Statement (CM-110).

You do not need to come to court for the first Case Management Conference. You can see the court's proposed orders 12 calendar days before the Case Management Conference on the court's website, www.placer.courts.ca.gov Select "Tentative Rulings and Calendar Notes", then "Civil CMC." If you do not have Internet access, call the court at 916-408-6000 to get the information.

At the First Case Management Conference, the court will make orders which may include: redesignating the class currently assigned; exempting the case from dispositional time goals; referring the case to arbitration; transferring the case to Limited Jurisdiction; assigning the case to a particular judge for all purposes; assigning a trial date; assigning the case as a short cause trial matter; identifying the case as one which may be protracted; identifying the case as one which may be amenable to early settlement; establishing a discovery cut-off; scheduling the exchange of expert witness information; scheduling a mandatory settlement conference; scheduling a final case management conference; or, other orders to achieve the interests of justice and timely disposition of the case.

The court does not provide a court reporter at Case Management Conferences or Law & Motion hearings. If you want the proceedings reported, you must provide your own court reporter at your own expense.

IF YOU WANT TO APPEAR BY TELEPHONE, YOU MUST CONTACT COURT CALL TOLL FREE, AT 888-882-6878, AT LEAST TWO (2) COURT DAYS PRIOR TO THE APPEARANCE TO ARRANGE FOR THIS. YOU MUST PAY COURT CALL TO USE THIS SERVICE UNLESS YOU HAVE BEEN GRANTED A FEE WAIVER BY THE COURT.

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
WILLIAM R. McGEE
LAW OFFICES OF WILLIAM R. McGEE
16855 WEST BERNARDO DRIVE, STE. 380
SAN DIEGO, CA 92127
SBN: 122153
TELEPHONE NO. (858) 485-9332 FAX NO. (858) 485-9763
ATTORNEY FOR (Name) PLAINTIFF

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLACER
MAY 26 2011
JAKE CHATTERS
EXECUTIVE OFFICER & CLERK
By Brandi Burke, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF PLACER
STREET ADDRESS: 300 TAYLOR STREET
MAILING ADDRESS:
CITY AND ZIP CODE: ROSEVILLE, CA 95678
BRANCH NAME: ROSEVILLE BRANCH

CASE NAME: VANCE v. FORD MOTOR COMPANY

CASE NUMBER: [illegible]

JUDGE:
DEPT:

CIVIL CASE COVER SHEET
[X] Unlimited (Amount demanded exceeds $25,000)
[ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation
[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

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 (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [X] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other 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 3.400-3.403)
- [ ] 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 [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   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 postjudgment judicial supervision
3. Remedies sought (*check all that apply*): a. [X] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [X] punitive
4. Number of causes of action (*specify*): ONE
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: 05/26/11

WILLIAM R. McGEE
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Legal Solutions Ca Plus

Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740; Cal. Standards of Judicial Administration, std. 3.10

LAW OFFICES OF WILLIAM R. McGEE
William R. McGee, State Bar No. 122153
Deborah Horowitz, State Bar No. 216607
16855 West Bernardo Drive, Su. 380
San Diego, California 92127
(858) 485-9332

Attorneys for Plaintiffs

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLACER

MAY 26 2011

JAKE CHATTERS
EXECUTIVE OFFICER & CLERK
By Brandi Burke, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF PLACER

TONI L VANCE and WILLIAM M. VANCE, Plaintiffs, v. FORD MOTOR COMPANY, and DOES 1 through 10, inclusive, Defendants.	Case No. SCV0 029292 COMPLAINT FOR RESTITUTION AND DAMAGES [VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT]

Plaintiffs, TONI L. VANCE and WILLIAM M. VANCE, allege as follows:

GENERAL ALLEGATIONS

1. Plaintiffs are informed and believe, and thereon allege, that at all times herein defendant FORD MOTOR COMPANY is and was a corporation and registered to do business in the State of California and doing business in the County of PLACER.

2. The true names and capacities of Does 1 through 10, inclusive, are not known to plaintiffs at this time and therefore plaintiffs sue those defendants by such fictitious names. Plaintiffs will amend this complaint to allege the true names and capacities of such defendants when they are ascertained.

3. Each of the defendants in this case acted as the principal, agent, employee

or other authorized representative in relation to the other; all defendants acted at all times mentioned in this complaint within the course and scope of their respective authority and with the full knowledge and consent of the other defendants. Furthermore, plaintiffs are informed and believe and thereon allege that all acts of corporate employees as hereinafter alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

4. On or about September 30, 2010, plaintiffs purchased a 2010 Ford F150, VIN: 1FTEW1C86AFB94205.

5. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 et seq., the aforementioned vehicle constitutes "consumer goods" used, bought or leased primarily for personal, family or household purposes and plaintiffs have used the vehicle primarily for said purposes.

6. Plaintiffs are a "buyer" and/or "lessee" of consumer goods under the Act.

7. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or "distributor" under the Act.

8. Defendant FORD MOTOR COMPANY offered an "express warranty" under the Act.

9. The sale of the aforementioned vehicle to plaintiffs was accompanied by an implied warranty that the vehicle was merchantable. The sale of the aforesaid vehicle to plaintiffs was also accompanied by defendant FORD MOTOR COMPANY's implied warranty of fitness.

10. The subject vehicle has suffered from serious defect(s) and nonconformity(s) to warranty, including but not limited to, engine stalling, and the transmission system. The foregoing defect(s) and nonconformity(s) to warranty manifested themselves within the applicable express warranty period.

11. Plaintiffs delivered the aforementioned vehicle to an authorized FORD MOTOR COMPANY service and repair facility for repair of the aforementioned nonconformity(s) on numerous occasions.

12. Defendant has been unable and/or has refused to conform plaintiffs' vehicle to the applicable express and implied warranties under the Act after a reasonable number of attempts. Furthermore, the aforementioned nonconformity(s) substantially impairs the use, value and/or safety of the subject vehicle to plaintiffs.

13. Notwithstanding plaintiffs' entitlement, defendant refused to comply with its obligations under the Act to repurchase the vehicle and make restitution.

14. By failure of defendant to comply with its obligations under the Act to repurchase the vehicle and make restitution, defendant is in breach of its obligations under the Act.

15. Plaintiffs are entitled to justifiably revoke acceptance of the aforementioned vehicle under the Act.

16. Under the Act, plaintiffs are entitled to reimbursement of the purchase price paid for the subject vehicle less that amount directly attributable to use by the plaintiffs prior to discovery of the nonconformity(s).

17. Plaintiffs are entitled to all incidental, consequential and general damages resulting from defendant's failure to comply with its obligations under the Act.

18. Plaintiffs are entitled under the Act to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in connection with the commencement and prosecution of this action.

19. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that defendant has willfully failed to comply with its responsibilities under the Act.

WHEREFORE, plaintiffs pray 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 plaintiffs as a civil penalty;

4. Prejudgment interest from date of rescission;

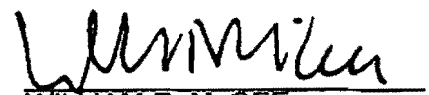
5. For attorney's fees incurred herein according to proof;

6. For costs of suit incurred herein; and

7. For such other and further relief as the Court deems just and proper.

DATED: May 25, 2011

LAW OFFICES OF WILLIAM R. McGEE
Attorneys for Plaintiffs

By: 
WILLIAM R. McGEE

All Action Details for Issue

Print

VIN: 1FTEW1C86AF[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 486541371
Name: [redacted] **Owner Status:** Original **WSD:** 2010-09-30
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: 07884 FUTURE FORD **Origin Desc:** DEALER
Odometer: 9526 MI **Comm Type:** OTHER
Analyst Name: ERIC NUNES **Analyst:** E-NUNES2
Action Date: 05/17/2011 **Action Time:** 13.30.54.811 **Action Data:** No

Comments PER CUSTOMER VEHICLE DIED WHILE DRIVING ADVISE COULD NOT DUPLCIATE CONCERN MULTIPLE TIMES..DID DUPLCIATE AND INSTALLED THROTTLE BODY...ALSO VEHCILE HAS HAD PCM INSTALLED FOR THIS CONCERN TOO...PER CUSTOMER CONCERN HAPPENDED AGAIN...CUSTOMER IS WANTING NEW A NEW TRUCK...FIELD SERVICE ENGINEER REVIEWED THIS SUTUATION AND SPECAIL ORDER PARTS AND PARTS ARE AT DEALERSHIP FOR INSTALLATION, CUSTOMER RELUCTANT TO COME IN...THIS IS TO INFORM YOU OF SITUATION AT HAND....

Ford Confidential

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
5/17/2011	[redacted]	1FTEW1C86AF[redacted]	2010 F-SERIES	02
CLOSED	DEALER GENERATED INFORMATION ISSUE	[redacted]		

Ford Confidential

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	BECFD006 NHL			**Received:**	05/03/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X2,SUP CRW,STYSD ,1FTEW1C86AF[redacted]			**Build Date:**	03/20/2010
Odometer :	9,492 M	**Engine:**	4.6L 3V	**Calibration:**	AF614C0A
Transmission:	6R80E	**Axle:**	3800F3.55L	**A/C:**	YES
Dealer:	USA 07884 Future Ford			**Phone#:**	(916) 331-7600
City:	Sacramento	**State:**	California	**Country :**	USA

Originator: JEREMY DUBOIS

Symptom: 6 07 7 93 DRVABL,STALL/QUITS,DECELERATION,ALL ENGINE TEMP

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: STALLS WHILE COMING TO A STOP

Fix: Y **Causal Component :** INTERMITTENT -- OTH

Condition Code:

Hotliner: JDODDS6 **Phone:** 313 248-8183 **Regn Cd:** W2 San Francisco

Engineering: ZACHARY BAKER **Phone:** 313 317-7070 **TAR:** CLD

Dlr Contact: JEREMY DUBOIS **Phone:** 916 331-7600 **Title Cde:** T

KOEO:
KOEC:
KOER:
Comments:

REPAIR 05/03/2011 07:21PM JORDAN DODDS MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: VEHICLE WILL STALL WHEN COMING TO A STOP. WILL START RIGHT BACK UP. DIAGNOSTICS: PERFORMED PINPOINT TESTS FROM NO DTC SYMPTOM CHART #6. PARTS REPLACED:: NONE. TECH QUESTION: DUE TO THIS BEING A RETURNING VEHICLE SERVICE MANAGER REQUESTED A HOTLINE CONTACT. PER PINPOINT TEST (HU41), NEED TO REPLACE T-BODY. ETC ANGLE EQUAL TO 3.5 DEGREES. DOES THIS SOUND LIKE A PROBABLE CAUSE TO THE STALL? PLEASE LIST ANY PERTINENT FREEZE FRAME DATA PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE. NONE.

RECOMM 05/03/2011 07:21PM JORDAN DODDS MSS - FCSD - TECH SVC HOTLINE
JEREMY, THIS CONCERN MAY BE CAUSED BY AN ETC (ELECTRONIC THROTTLE CONTROL) CONCERN. TO VALIDATE OPERATION, PLEASE MONITOR ETC_ACT AND ETC_DSD DURING THE TIME OF THE CONCERN. IDEALLY, THESE VALUES SHOULD MIRROR ONE ANOTHER. HOWEVER, A VARIANCE WITHIN 3 DEGREES IS ALLOWABLE. THE PCM WILL NOT SET A FAULT UNTIL A DIFFERENCE OF 6 DEGREES OR GREATER HAS BEEN IDENTIFIED. IF A CONCERN IS PRESENT, RECOMMEND TO REPLACE THE ETB AND RETEST. HOWEVER, IF NO CONCERNS HAVE BEEN IDENTIFIED WITH THE ETC SYSTEM, PROVIDED YOU HAVE NOT ALREADY DONE SO, PLEASE REFER TO
HREF='HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SPUBS/ANUMQ.ASP?FLAVOR=DEALERS&SZARTICLE=11-1-5' TARGET='_BLANK'>TSB 11-1-5
FOR ADDITIONAL INFORMATION IN REGARDS TO A STICKING PURGE VALVE WHICH MAY CAUSE SIMILAR CONDITIONS. ADDITIONALLY, PURGE VALVE FUNCTIONALITY CAN BE VERIFIED BY CLOSING THE CANISTER VENT SOLENOID AND MONITORING FTP VOLTAGE (2.6V +/- .3V). IF FTP VOLTAGE BEGINS TO DECREASE AFTER THE CANISTER VENT SOLENOID HAS BEEN CLOSED (NORMALLY OPEN), THIS SUPPORTS A STICKING VALVE. IF THE PURGE VALVE PROVES OUT OK,

PLEASE INSPECT THE EVAP SYSTEM FOR ANY EVIDENCE OF RAW FUEL INTRUSION THAT MAY BE INGESTED INTO THE ENGINE DURING NORMAL EVAP PURGE PROCESSES. IF FUEL IS PRESENT, RECOMMEND TO REPLACE THE AFFECTED COMPONENT(S) AND RE-EVALUATE. TYPICALLY, RAW FUEL WITHIN THE EVAP SYSTEM IS A RESULT OF AN OVER FUELING CONDITION.

REPAIR **05/12/2011 11:55AM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE**
TECHNICIAN REPLY: VERIFIED CONCERN TO BE ETC. DROVE AND RELEASED VEHICLE DUE TO CONCERN NOT DUPLICATED AFTER REPLACEMENT OF ETC. NOW ABOUT A WEEK AND A HALF LATER CUSTOMER SAYS VEHICLE IS ACTING UP AGAIN. PER SERVICE MANAGER, REQUEST SERVICE ENGINEER ASSISTANCE.

RECOMM **05/12/2011 11:55AM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE**
JEREMY, WILL NEED TO BE ABLE TO DUPLICATE AND/OR OBTAIN A PID RECORDING TO HAVE DATA FOR EVALUATION. PLEASE CALL TO REVIEW AND DISCUSS FURTHER ACTION. USE THE CONTACT ID IN RED ON THIS PAGE.

REPAIR **05/12/2011 12:23PM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE**
VEHICLE HAS A INTERMITTENT STALL AT STOPS. THE PCM WAS UPDATED TO THE LATEST REVISION, THROTTLE BODY REPLACED FOR THIS CONCERN.

TAR **05/12/2011 12:23PM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE**
NOTE TO FSE: THIS TAR IS BEING OPENED BECAUSE OF THE ONGOING STALLING CONCERN. THE PCM WAS UPDATED TO THE LATEST SOFTWARE REVISION, THROTTLE BODY REPLACED WITH NO CHANGE IN THE CONCERN. FIRST HOTLINE CONTACT ON 3/15/2011. EVAPCP SOLENOID INSPECTED BUT NOT REPLACED, MOST LIKELY CAUSE IS INTERMITTENT INTERNAL EVAPCP LEAK (TSB 11-1-5). PLEASE ASSIST THE TECHNICIAN IN REPAIRING THE VEHICLE CONCERN. ESTIMATED NUMBER OF REPAIR ATTEMPTS:3 ESTIMATED NUMBER OF DAYS OUT OF SERVICE:3

RECOMM **05/12/2011 12:23PM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE**
JEREMY, WE'VE REFERRED THIS CONCERN TO THE FIELD SERVICE ENGINEER (FSE) IN YOUR MARKET AREA. THE FSE SHOULD CONTACT YOU OR DEALERSHIP MANAGEMENT (SERVICE MANAGER OR SERVICE DIRECTOR) WITHIN ONE (1) BUSINESS DAY. IF THE FSE DOES NOT CONTACT YOU DIRECTLY, PLEASE CONSULT WITH DEALERSHIP MANAGEMENT TO DISCUSS FURTHER RECOMMENDATIONS AND STEPS TO ASSIST IN THE RESOLUTION OF THIS VEHICLE CONCERN.

REPAIR **05/12/2011 12:31PM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE**
TECH'S QUESTION: ANY SUGGESTIONS ?N DESCRIPTION OF VEHICLE CONCERN: INTERMITANT STALL 40-50 MPH. WARM ENGINE. RUNS GOOD. WAS UNABLE TO VERIFY STALL IN 2 DAYS +53 MILES DIAGNOSTICS ALREADY COMPLETED: OASIS, VISUAL,MONITOR PIDS + FUEL PRESSURE, WIGGLE ELECT

RECOMM **05/12/2011 12:31PM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE**
INITIAL RESPONSE: (MSCHOBE3) ROBERT, RECOMMEND CHECKING THE AIR INTAKE FOR RESTRICTIONS PER SSM 21351 DESPITE THE VEHICLE STALLING AND NOT A LOSS OF POWER. MONITOR THE EVAP PURGE/VMV VALVE FOR CONCERNS PER TSB 11-01-05 ALSO. IF OK, RECOMMEND LOAD TESTING ALL POWERS AND GROUNDS TO THE PCM WITH A HEADLAMP BULB TO VERIFY THE CIRCUITS CAN CARRY A SUFFICIENT LOAD (NO MORE THAN .3V DROP, REPLACE PCM POWER RELAY IF QUESTIONABLE) AND CHECK THE CKP SENSOR/CIRCUITS FOR CONCERNS. IF THESE CHECKS PROVE OUT OK WITH THE CONCERN UNABLE TO BE DUPLICATED, RECOMMEND INSTALLING A VDR FOR FURTHER DIAGNOSIS DURING THE CONCERN. IF THE VDR INDICATES THE PCM IS GOING OFFLINE INTERMITTENTLY (PIDS FLAT LINE ETC) WITH THE PCM POWERS/GROUNDS OK, SUSPECT AN INTERNAL PCM FAULT. IF THIS IS THE CASE, RECOMMEND REPLACING THE PCM AND RETEST (PAST REPORTS HAVE INDICATED ISOLATED CASES OF THE PCM CAUSING A SIMILAR INTERMITTENT STALLING CONCERN WHILE DRIVING BUT IS NOT COMMON, TAP ON THE PCM FOR TESTING TO SEE IF THE CONDITION CAN BE DUPLICATED). COMMENT BY: TECHNICIAN - 3/31/2011 5:28:56 PM 3-16, COMPLETED ALL RECOMENDATIONS & REPLACED RELAY. ROADTESTED 19 MILES. STALLED. RESTARTED OK. FUEL PRESSURE 0K. INSTALLED PCM FROM STOCK UNIT, PATS, AND RETESTED. 3-17. RELEASED TO CUSTOMER. BACK IN THIS MORNING, NO FAULTS, RAN GOOD. REINSTALLED ORIG. PCM . SEVERAL MILES & STALLED. DO I NEED PRIOR APROVAL TO GET NEW PCM ? COMMENT BY: CGAMMON - 3/31/2011 5:52:39 PM ROBERT, CHECK WITH YOUR SERVICE MANAGER OR WARRANTY ADMINISTRATOR FOR INFORMATION ON WHAT APPROVALS YOUR DEALER MAY REQUIRE FOR MODULE REPLACEMENT. IF REQUIRED CONTACT RTDA AT 1-888-571-7135 COMMENT BY: TECHNICIAN - 3/31/2011 6:01:38 PM THANKS FOR YOUR TIME COMMENT BY: CGAMMON - 3/31/2011 6:23:32

PM THANK YOU ROBERT.

ADD-ON **05/12/2011 05:09PM MICHAEL SCHOBER MSS - FCSD - TECH SVC HOTLINE**
TAR APPROVED. TECHNICIAN CERTIFIED.

ADD-ON **05/12/2011 05:43PM MIGUEL RAMIREZ(FSE) MSS - FCSD - REG - LOS ANGELE**
VISITED THE DEALER TODAY AND FOUND OUT FROM THE SERVICE MANAGER, TECHNICIAN AND SERVICE ADVISOR THAT THE TRUCK WAS NOT CURRENTLY AT THE DEALER. I ADVISED THE DEALER THAT I'VE EXPERIENCE THIS TYPE OF CONCERN ONCE BEFORE (SEE CQIS REPORT# BBHD2008) AND SINCE THIS IS THE 3RD TIME INTO HAVE THE CUSTOMER BRING IN THE TRUCK AND HAVE IT CHECKED FOR GOOD FUEL QUALITY, CHECK FUEL FILTER, SWAP MAF, REMOVE AND REPLACED THE CANISTER PURGE VALVE, DROP FUEL TANK AND INSPECT FOR ANY FLOATING DEBRIS OR CONTAMINATION AND CHECK FOR PROPER SENDING UNIT OPERATION, PUT TOGETHER AND RELEASE BACK TO THE CUSTOMER. IF TRUCK RETURNS WITH SAME CONCERN AGAIN THEN THE DEALER IS TO HOOK UP A VDR TO HAVE THE CUSTOMER MAKE A RECORDING OF THE CONCERN WHILE IS BEING DUPLICATED.

ADD-ON **05/18/2011 08:58PM MIGUEL RAMIREZ(FSE) MSS - FCSD - REG - LOS ANGELE**
VISITED THE DEALER TODAY TO FOLLOW UP WITH REPAIR PROCESS. THE TRUCK WAS IN AND THE TECHNICIAN WAS CURRENTLY WORKING ON THE TRUCK PERFORMING REQUESTED RECOMMENDATIONS ABOVE. I ADVISED THE TECHNICIAN TO LET ME KNOW ONCE ALL REPAIR PROCEDURES HAVE BEEN COMPLETED, TRUCK ROAD TESTED AND RETURNED TO THE CUSTOMER.

ADD-ON **05/26/2011 03:46PM MIGUEL RAMIREZ(FSE) MSS - FCSD - REG - LOS ANGELE**
VISITED THE DEALER TODAY AND FOUND OUT THAT THE RECOMMENDED REPAIRS WERE PERFORMED AS I REQUESTED AND THE TRUCK WAS DELIVERED TO THE CUSTOMER. THE CUSTOMER WAS CONTACTED YESTERDAY WITH NO CONCERN RECURRENCE. I ADVISED THE DEALER THAT IF TRUCK RETURNS WITH SAME CONCERN AGAIN THEN THE DEALER IS TO HOOK UP A VDR TO HAVE THE CUSTOMER MAKE A RECORDING OF THE CONCERN WHILE IS BEING DUPLICATED. NO MORE FSE TECH ASSISTANCE NEEDED AT THIS TIME. . . CLOSING TAR.

Download Options

AUDIT **05/26/2011 03:46PM MIGUEL RAMIREZ(FSE) MSS - FCSD - REG - LOS ANGELE**
TECH ASSIST REFERRAL HAS BEEN CLOSED

Folder Number: [ ] File Report To This Folder File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report

Requester: LBINGHAM
Report Summary
Server: FCWS686

Ford Proprietary, Private

7-Jun-2011
Retention: None

[redacted]

CT Corporation

Service of Process Transmittal
01/10/2013
CT Log Number 521921015

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, et al., Dfts.
DOCUMENT(S) SERVED:	Summons, Notice, Complaint, Exhibit
COURT/AGENCY:	Riverside County - Superior Court - Indio, CA Case # INC1300028
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Failure to repair various defects on a 2010 Ford F150, VIN #: 1FTEX1C81AF[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 01/10/2013 at 09:30
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service - File written response // 07/01/13 at 8:30 a.m. - Case Management Conference
ATTORNEY(S) / SENDER(S):	Anthony C. Caronna Caronna & Johnson, LLP 71-650 Sahara Road Suite 2 Rancho Mirage, CA 92270 760-773-4849
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day , 794489317274 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Nancy Flores 818 West Seventh Street Los Angeles, CA 90017 213-337-4615

OGC LIT 2013JAN14 PM4:37

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

1-10-13
9:30

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT: FORD MOTOR COMPANY; and DOES 1
(AVISO AL DEMANDADO): through 10, Inclusive

YOU ARE BEING SUED BY PLAINTIFF: ARTURO VARGAS
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 02 2013

B. Shelton

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a* continuación

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (*www.sucorte.ca.gov*), 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*), en el Centro de Ayuda de las Cortes de California, (*www.sucorte.ca.gov*) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of California
County of Riverside - Unlimited Civil
46200 Oasis Street
Indio, CA 92201

CASE NUMBER:
(Número del Caso): INC 1300028

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):
Anthony C. Caronna / SBN 134117 760/773-4849 760/773-0849 fax
Caronna & Johnson, LLP
Attorneys at Law
Rancho Mirage, CA 92270

DATE: *(Fecha)* JAN 02 2013 Clerk, by *(Secretario)* B. Shelton, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. [ ] as an individual defendant.
2. [ ] as the person sued under the fictitious name of *(specify)*:
3. [✓] on behalf of *(specify)*: FORD MOTOR COMPANY
under: [✓] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
[ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
[ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
[ ] other *(specify)*:
4. [ ] by personal delivery on *(date)*:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
46-200 Oasis Street
Indio, CA 92201
www.riverside.courts.ca.gov

NOTICE OF ASSIGNMENT TO DEPARTMENT FOR ALL PURPOSES

ARTURO VARGAS VS FORD MOTOR COMPANY

CASE NO. INC 1300028

This case is assigned to the HONORABLE Judge Harold W Hopp in Department 2G for all purposes.
The Case Management Conference is scheduled for 07/01/13 at 8:30 in Department 2G.

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6(a)(2) shall be filed in accordance with that section.

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing NOTICE OF ASSIGNMENT TO DEPARTMENT FOR CASE MANAGEMENT PURPOSES AND CASE MANAGEMENT CONFERENCE (CRC 3.722) on this date, by depositing said copy as stated above.

Court Executive Officer/Clerk

Date: 01/02/13

By: B. Shelton
BRAULIA Y SHELTON, Deputy Clerk

ac: cmc,cmcb,ntit,cmcc

Anthony C. Caronna / SBN 134117
LAW OFFICES OF CARONNA & JOHNSON, LLP
71-650 Sahara Road, Suite 2
Rancho Mirage, California 92270
Tel.: 760/773-4849
Fax: 760/773-0849

Attorney for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 02 2013

B. Shelton

SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

ARTURO VARGAS, Plaintiff, vs. FORD MOTOR COMPANY; and DOES 1 through 10, Inclusive, Defendants.	Case No.: INC 1300028 [UNLIMITED JURISDICTION] COMPLAINT FOR RESTITUTION, AND DAMAGES BASED ON: 1) VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT; 2) VIOLATION OF THE FEDERAL MAGNUSON-MOSS WARRANTY ACT; DEMAND FOR JURY TRIAL

For cause of action against defendants Ford Motor Company; and DOES 1 through 10, inclusive, hereinafter collectively referred to as "defendants," plaintiff Arturo Vargas alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff Arturo Vargas is at all relevant times an individual residing in the City of Desert Hot Springs, County of Riverside, State of California.

2. Defendant Ford Motor Company is at all relevant times a foreign corporation registered to do business in the State of California, and doing business in the County of Riverside, State of California.

3. Plaintiff is ignorant of the true names and capacities of the defendants sued

PE13-003 001758LCPV

herein as DOES 1 through 10 and therefore sues said defendants by such fictitious names. Each reference in this complaint to "defendant," "defendants," or a specifically named defendant refers to each of the named defendants, as well as each of the defendants sued under fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes that each of the fictitiously named defendants is legally responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages were proximately caused by such occurrences.

4. Plaintiff is informed and believes that at all times mentioned herein defendants, and each of them, were the owners, agents, servants, employees, partners, alter ego, and/or joint venturers of their co-defendants and were at all relevant times acting within the course, scope and authority of said ownership, agency, master/servant, employment, partnership, alter ego, and/or joint venture relationship.

5. To the extent that any defendant is an independent contractor, Plaintiff alleges that each of the other defendants exercised such dominion and control over the manner, method, and means of the work contracted for, that the acts of any such independent contractor should by law be attributed to the principal who hired such contractor for the work performed.

6. On or about May 28, 2010, Plaintiff purchased a new 2010 Ford F150 vehicle (hereinafter the "vehicle") bearing Vehicle Identification Number 1FTEX1C81AFB07436 from Palm Springs Motors, Inc. located at 69-200 Highway 111, Cathedral City, California pursuant to the terms of a Retail Installment Sale Contract. (A true and correct copy of the Retail Installment Sale Contract is attached hereto as **"Exhibit 1"** and made a part hereof.)

7. The sale of the vehicle from Palm Springs Ford to Plaintiff was accompanied by an express warranty pursuant to Civil Code § 1791.2(a), wherein defendants **undertook to provide the vehicle to Plaintiff free from defects, and to preserve or maintain the utility or performance of the vehicle, or provide compensation if there is a failure in utility or performance of the vehicle for a period of 3 years or for 36,000 miles,** whichever occurred first, pursuant to Civil Code § 1791.2.

PE13-003 001759LCPV

8. In addition to the express warranties contained within the sale transaction, defendants impliedly warranted to Plaintiff that the vehicle was "merchantable" within the meaning of Civil Code § 1791.1, and "fit for the purpose for which it was being purchased" within the meaning of Civil Code § 1792.1.

9. After Plaintiff purchased the vehicle, Plaintiff used the vehicle in accordance with the normal operation of the vehicle, and did not mishandle, misuse, or otherwise damage the vehicle.

10. Within the applicable express warranty and implied warranty periods, Plaintiff discovered that the vehicle was defective, and failed to perform properly, and has since failed to conform to the terms of the express warranty and implied warranties. The vehicle has been presented to Ford Motor Company's authorized repair facilities an excessive number of times for substantial defects and/or non-conformities, including but not limited to, the vehicle stalling when coming to a stop, amongst other defects. These defects cause substantial impairments to the use, value and/or safety of the vehicle to Plaintiff.

11. Pursuant to Civil Code § 1793.2(b), Plaintiff delivered the vehicle to Ford Motor Company's authorized service and repair facilities in California for service and repair of defects as stated above in paragraph 10.

12. Defendants have committed a willful violation of the Song-Beverly Consumer Warranty Act and have breached the express warranty and implied warranties described in this complaint in that the vehicle defects were not remedied after a reasonable number of attempts to do so, and defendants have refused to replace the vehicle or reimburse Plaintiff as required under Civil Code § 1793.2(d).

13. By letter dated September 25, 2012 Plaintiff justifiably revoked acceptance of the vehicle, Plaintiff demanded that Ford Motor Company either replace the vehicle or reimburse Plaintiff in an amount equal to the purchase price paid, less the amount directly attributable to use by Plaintiff.

14. Plaintiff has incurred and will continue to incur damages, costs and expenses, including attorney fees, as a result of defendant's breach of express warranty and violation of

PE13-003 001760LCPV

the Song-Beverly Consumer Warranty Act.

15. Plaintiff is entitled to a civil penalty against defendants of two times the amount of actual damages for their willful violation of the Song-Beverly Consumer Warranty Act.

FIRST CAUSE OF ACTION

(Violation of the Song-Beverly Consumer Warranty Act Against Defendants Ford Motor Company; and DOES 1 through 10, Inclusive)

16. Plaintiff incorporates by reference each and every allegation set forth in paragraphs 1 through 15 as though fully set forth herein.

17. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act"), Civil Code section 1790, et seq., the vehicle constitutes "consumer goods" purchased and used primarily for personal, family or household purposes and plaintiff has used the vehicle primarily for said purposes.

18. Plaintiff is a "buyer" of consumer goods under the Act.

19. Defendant Ford Motor Company is a "manufacturer"under the Act.

20. Palm Springs Motors, Inc. is a "seller" Defendant Ford Motor Company's authorized service and repair facility under the Act.

21. The sale of the vehicle to plaintiff was accompanied by implied warranty to plaintiffs that the 2010 Ford F150 vehicle was "merchantable" and "fit for the purpose for which it was being purchased."

22. The defects and nonconformities present in this vehicle when it was delivered to plaintiff manifested themselves within the applicable express warranty period and the implied warranty period. Those defects and nonconformities substantially impair the use, value and/or safety of the vehicle.

23. Plaintiff has delivered the vehicle to defendant manufacturer's authorized repair facilities for repair of the vehicle's defects and nonconformities on numerous occasions within the express and implied warranty periods that accompanied the sale of the vehicle to plaintiff.

PE13-003 001761LCPV

24. Defendants have been unable or unwilling to conform the vehicle to its applicable express warranty and implied warranties after a reasonable number of attempts.

25. Plaintiff performed all terms, conditions, covenants, promises and obligations required to be performed on Plaintiff's part under the terms of the sale agreement, and express warranty and implied warranty except for those terms, conditions, covenants, promises and obligations or payments for which performance and/or compliance has been excused by the acts and/or conduct of defendants and/or by law.

26. Despite Plaintiff's entitlement, defendants have refused Plaintiff's demand for restitution.

27. By failing to remedy the defects and nonconformities as alleged above, or to make restitution with plaintiff, defendants are in breach of their obligations under the Act.

28. Plaintiff is justifiably entitled to revoke acceptance of this vehicle under the Act and to receive restitution in the form of reimbursement of the purchase price paid by Plaintiff, less the amount directly attributable to use by Plaintiff prior to the discovery of the defects and/or nonconformities.

29. Plaintiff has suffered actual damages in the amount of $44,721.30; an amount within the jurisdiction of this Court resulting from defendants' failure to comply with their obligations under the Act.

30. Plaintiff is entitled to recover under the Act, as part of the judgment, a sum equal to the aggregate amount of costs and expenses, including attorney's fees reasonably incurred in connection with the commencement and prosecution of this action.

31. Defendants' breach of the warranty was willful and deliberate, entitling plaintiff to a civil penalty of two times the actual damages in the amount of $89,442.60, in addition to the other amounts recovered, pursuant to Civil Code § 1794.

SECOND CAUSE OF ACTION

(Violation of the Federal Magnuson-Moss Warranty Act

Against Defendants Ford Motor Company; and DOES 1 through 10, Inclusive)

32. Plaintiff incorporates by reference each and every allegation set forth in

PE13-003 001762LCPV

paragraphs 1 through 31 as though fully set forth herein.

33. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter "Warranty Act"), 15 U.S.C. section 2301(3).

34. Defendants are "suppliers" and "warrantors" as defined in the Warranty Act, 15 U.S.C. section 2301(4) and section 2301(5).

35. The vehicle is a "consumer product" as defined in the Warranty Act, 15 U.S.C. section 2301(1).

36. In addition to the express warranty, in connection with the sale of the vehicle to Plaintiff, an implied warranty of merchantability was created under California law. The vehicle's implied warranties were not disclaimed using a Buyers Guide displayed on the vehicle; thus any purported disclaimers were ineffective, pursuant to 15 U.S.C. § 2308 (c).

37. Defendants violated the Warranty Act when it breached the express warranty and implied warranties by failing to repair the defects and nonconformities, or to replace or repurchase the vehicle.

38. Plaintiff performed all terms, conditions, covenants, promises and obligations required to be performed on Plaintiff's part under the terms of the sale agreement, and express warranty and implied warranty except for those terms, conditions, covenants, promises and obligations or payments for which performance and/or compliance has been excused by the acts and/or conduct of defendants and/or by law.

39. As a direct and proximate result of the acts and omissions of defendants, Plaintiff has suffered actual damages in the amount of $44,721.30; an amount within the jurisdiction of this Court.

40. As a further direct and proximate result of the acts and omissions of defendants Plaintiff is justifiably entitled to revoke acceptance of this vehicle under the Act and to receive restitution in the form of reimbursement of the purchase price paid by Plaintiff in the amount of $44,721.30.

41. As a further direct and proximate result of the acts and omissions of defendants Plaintiff seeks recovery of incidental and consequential damages, including loss

PE13-003 001763LCPV

of use and reasonable rental car expenses, in a sum according to proof at trial.

42. As a further direct and proximate result of the acts and omissions of defendants, Plaintiff seeks recovery of reasonable attorney's fees and costs of suit pursuant to 15 U.S.C. section 2310(d)(2) in a sum according to proof at trial.

WHEREFORE, Plaintiff prays for judgment against defendants, and each of them, as follows:

ON PLAINTIFF'S FIRST CAUSE OF ACTION FOR VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT AGAINST DEFENDANTS FORD MOTOR COMPANY; AND DOES 1 THROUGH 10, INCLUSIVE:

1. For actual, general, and special damages in an amount of $44,721.30;
2. For rescission of the retail installment sale contract and restitution of all monies paid thereunder, in the amount of $44,721.30;
3. For incidental and consequential damages, including loss of use and reasonable rental car expenses, according to proof at trial;
4. For pre-judgment interest at the legal rate;
5. For a civil penalty of up to two times actual damages in the amount of $89,442.60;
6. For reasonable attorney's fees and costs of suit; and
7. For such further relief as the Court deems just and proper.

ON PLAINTIFF'S SECOND CAUSE OF ACTION FOR VIOLATION OF THE FEDERAL MAGNUSON-MOSS WARRANTY ACT AGAINST DEFENDANTS FORD MOTOR COMPANY; AND DOES 1 THROUGH 10, INCLUSIVE:

1. For actual, general and special and damages in an amount of $44,721.30;
2. For rescission of the retail installment sale contract and restitution of all monies paid thereunder, in the amount of $44,721.30;
3. For incidental and consequential damages, including loss of use and reasonable rental car expenses, according to proof at trial;
4. For pre-judgment interest at the legal rate;

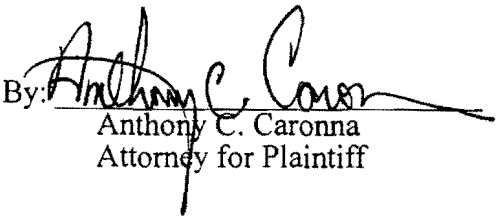
PE13-003 001764LCPV

5. For reasonable attorney's fees and costs of suit; and

6. For such further relief as the Court deems just and proper.

Dated: October 30, 2012

LAW OFFICES OF CARONNA & JOHNSON, LLP
Attorneys at Law

By: 
Anthony C. Caronna
Attorney for Plaintiff

PE13-003 001765LCPV

EXHIBIT 1

DEAL 2143735

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE

Dealer Number 923 Contract Number 2143735 R.O.S. Number 22[illegible]374 Stock Number 10742

Buyer Name and Address	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[redacted] DESERT HOT SPRINGS CA [redacted] RIVERSIDE COUNTY		PALM SPRINGS MOTORS INC. 69-200 HIGHWAY 111 CATHEDRAL CITY, CA 92234

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2010	F150 CREW CA FORD	7	1FTEX1C81AF[redacted]	☒ personal, family or household ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 13415.70 is
6.99%	$ 5795.32(e)	$ 25510.22	$ 31305.[illegible](e)	$ 44721.[illegible](e)

(e) means an estimate

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
71 Payments	424.90	Monthly, Beginning 06/27/10
Payments	N/A	Monthly, Beginning N/A
One Final Payment	424.90	06/27/2016

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price
   - A. Cash Price of Motor Vehicle and Accessories $ 33270.04 (A)
     - 1. Cash Price Vehicle $ 33270.04
     - 2. Cash Price Accessories $ N/A
     - 3. Other (Nontaxable)
       - Describe N/A $ N/A
       - Describe N/A $ N/A
   - B. Document Preparation Fee (not a governmental fee) $ 55.00 (B)
   - C. Smog Fee Paid to Seller $ N/A (C)
   - D. (Optional) Theft Deterrent Device (to whom paid) SECURITY SYS $ 295.00 (D)
   - E. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A (E)
   - F. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A (F)
   - G. (Optional) Surface Protection Product (to whom paid) N/A $ N/A (G)
   - H. (Optional) Surface Protection Product (to whom paid) N/A $ N/A (H)
   - I. Sales Tax (on taxable items in A through H) $ 2040.00 (I)
   - J. Optional DMV Electronic Filing Fee $ 23.00 (J)
   - K. (Optional) Service Contract (to whom paid) FORD ESP $ 1795.00 (K)
   - L. (Optional) Service Contract (to whom paid) N/A $ N/A (L)
   - M. (Optional) Service Contract (to whom paid) N/A $ N/A (M)
   - N. (Optional) Service Contract (to whom paid) N/A $ N/A (N)
   - O. (Optional) Service Contract (to whom paid) N/A $ N/A (O)
   - P. Prior Credit or Lease Balance paid by Seller to N/A $ N/A (P) (see downpayment and trade-in calculation)
   - Q. (Optional) Gap Contract (to whom paid) N/A $ N/A (Q)

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 are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
$ N/A Ded. Comp., Fire & Theft	N/A Mos.	$ N/A
$ N/A Ded. Collision	N/A Mos.	$ N/A
Bodily Injury $ N/A Limits	N/A Mos.	$ N/A
Property Damage $ N/A Limits	N/A Mos.	$ N/A
Medical N/A	N/A Mos.	$ N/A
N/A	N/A Mos.	$ N/A
Total Vehicle Insurance Premiums		$ N/A (a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not [redacted]

Buyer [redacted]
Co-Buyer X
Seller X PALM SPRINGS MOTORS INC.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.	N/A	$ N/A
Credit Disability	N/A Mos.	N/A	$ N/A
Total Credit Insurance Premiums			$ N/A (b)

Insurance Company Name N/A

Home Office Address

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages

O. (Optional) Service Contract (to whom paid) N/A $ N/A (O)

P. Prior Credit or Lease Balance paid by Seller to N/A $ N/A (P)

(see downpayment and trade-in calculation)

Q. (Optional) Gap Contract (to whom paid) N/A $ N/A (Q)

R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (R)

S. Other (to whom paid) N/A $ N/A (S)

For N/A

Total Cash Price (A through S) $ 30374.02 (1)

2. **Amounts Paid to Public Officials**

A. License Fees $ 383.00 (A)

B. Registration/Transfer/Titling Fees $ 168.00 (B)

C. California Tire Fees $ N/A (C)

D. Other N/A $ N/A (D)

Total Official Fees (A through D) $ 551.00 (2)

3. **Amount Paid to Insurance Companies**

(Total premiums from Statement of Insurance column a + b) $ N/A (3)

4. ☐ **Smog Certification or** ☐ **Exemption Fee Paid to State** $ N/A (4)

5. **Subtotal** (1 through 4) $ 30925.02 (5)

6. **Total Downpayment**

A. Agreed Trade-In Value Yr 2004 Make FORD $ 10000.00 (A)

Model F150CC Odom 60128

VIN 1FTPX12504F[redacted]

B. Less Prior Credit or Lease Balance $ 3584.30 (B)

C. Net Trade-In (A less B) (indicate if a negative number) $ 6415.70 (C)

D. Deferred Downpayment $ N/A (D)

E. Manufacturer's Rebate $ 7000.00 (E)

F. Other N/A $ N/A (F)

G. Cash $ N/A (G)

Total Downpayment (C through G) $ 13415.70 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. **Amount Financed** (5 less 6) $ 17510.32 (7)

SELLER ASSISTED LOAN

BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A

Amount $ N/A Finance Charge $ N/A

Total $ N/A Payable in N/A

installments of $ N/A $ N/A

from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ **Name of autobroker receiving fee, if applicable:**

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

[redacted] X

Co-Buyer

due date for the last payment unless a different term for the insurance is shown above

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).

You want to buy the credit insurance.

Date X Buyer Signature N/A Age

Date X Co-Buyer Signature N/A Age

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K,1L, 1M, 1N, and/or 1O.

1K Company FORD ESP

Term 72 Mos. or 100000 Miles

1L Company N/A

Term N/A Mos. or N/A Miles

1M Company N/A

Term N/A Mos. or N/A Miles

1N Company N/A

Term N/A Mos. or N/A Miles

1O Company N/A

Term N/A Mos. or N/A Miles

Buyer X [redacted]

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X [redacted]

Co-Buyer Signs X

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

[redacted] X

Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund the difference to you. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund due from the Seller.

[redacted] Co-Buyer Signature X

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

Buyer Co-Buyer

Buyer Signs X [redacted]
Co-Buyer Signs X

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

[redacted] X _____

Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund the difference to you. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund due from the Seller.

[redacted] Co-Buyer Signature X _____

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

[redacted] Co-Buyer Signature X _____

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

[redacted] ate 05/28/10 Co-Buyer Signature X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date 05/28/10 Guarantor X _____ Date _____
Address _____ Address _____

Seller Signs PALM SPRINGS MOTORS INC Date 05/28/10 By X _____ Title MGR

LAW FORM NO. 553-CA-ARB (REV. 1/10) U.S. PATENT NO. D460,782
©2010 The Reynolds and Reynolds Company. TO ORDER: www.reyscure.com; 1-800-344-0996; fax 1-800-531-9055
THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

CUSTOMER COPY TRUTH IN LENDING COPY

b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

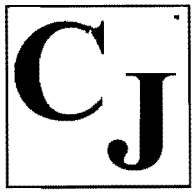
c. Security Interest.
You give us a security interest in:
- The vehicle and all parts or goods installed on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any

contrato; la interrupción del mantenimiento de la vehículo sin efecto toda disposición en contrario contenida en el contrato de venta.

6. Applicable Law
Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

7. Warranties of Buyer. You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in

Anthony C. Caronna
Paul J. Johnson



Law Offices
CARONNA & JOHNSON, LLP
A Limited Liability Partnership
ATTORNEYS AT LAW / CONSUMER ADVOCATES
REPLY TO
71-650 Sahara Rd., Suite 2
Rancho Mirage, California 92270
TELEPHONE (760) 773-4849
FACSIMILE (760) 773-0849

Inland Empire Office
2068 Orange Tree Lane
Suite 215
Redlands, CA 92374
(909) 357-4849

Imperial Valley Office
301 Heffernan Ave.
Suite B
Calexico, CA 92231
(760) 352-5122

September 25, 2012

Ford Motor Company
Consumer Affairs Division
PO Box 9248 MD-3NE-B
Dearborn, MI 48126

RECEIVED
OCT 1 3 2012

Sent via Certified U.S. Mail

Re:	[redacted]
Vehicle:	2010 Ford F-150
VIN #:	1FTEX1C81AF[redacted]
Date of Sale:	May 28, 2010

Dear Gentlepersons,

We have been retained to represent the above named client regarding his claims and rights related to the purchase of the above referenced 2010 Ford F-150. Please direct all correspondence regarding this matter to our office and do not discuss this matter directly with our client without the express written consent of this office.

Please review the attached service repair records. This vehicle has already been presented to Ford's authorized service departments allowing an excessive number of repair attempts for Ford dealers to repair defects, including but not limited to, the vehicle shutting off when coming to a stop; stalling when coming to a stop; amongst other defects. **The defects present during the express warranty period substantially impair the safety**, in addition to the use and value of the vehicle. The vehicle is still not fixed.

There has been a reasonable number of attempts by Ford dealers to conform this vehicle to the manufacturer's express warranty within the express warranty period, but Ford has been unable to do so. These substantial safety defects have caused our client considerable aggravation. Our client has lost all confidence in this vehicle due to the above mentioned problems.

This letter will serve as notice that after further research, we have determined that Ford Motor Company is hereby required to make restitution with our client in accordance with the **Song-Beverly Consumer Warranty Act,** Cal. Civ. Code § 1793.2(d)(2) and/or Cal. Civ. Code §1794, the **Magnuson-Moss Warranty Act**, 15 U.S.C. § 2301(3), and remedies for breach of warranty under **California UCC** §§ 2313, 2315; provisions concerning sales of goods and the warranties of merchantability and fitness for a particular purpose.

Ford Motor Company is a seller, retailer, supplier and/or warrantor in breach of the implied warranties of merchantability and fitness for a particular purpose; said warranties, which accompanied the sale of this vehicle to our client.

Our client is due restitution, costs, expenses and attorney's fees reasonably incurred in connection with this action as an appropriate remedy for the failure of Ford dealers to repair this vehicle to conform to the express warranty after a reasonable number of attempts. Our client hereby exercises his free choice under the law to elect restitution in lieu of replacement. Our client is also entitled to justifiably revoke acceptance of this vehicle under the law; and hereby revokes acceptance of the vehicle.

The **Song-Beverly Consumer Warranty Act** Cal Civ. Code § 1793.2, and **California UCC** require this notification. As required by the Act, we hereby give you fourteen (14) days to meet your obligation to repurchase this vehicle under the Act.

Please contact our office once you have reviewed this matter. Failure to make an appropriate remedy as demanded will require us to withdraw this offer and proceed accordingly to protect the rights of our client.

Very truly yours,

CARONNA & JOHNSON, LLP
Attorneys at Law

ACC/mv
Enc.

CUSTOMER #: 248444

260026

INVOICE

Palm Springs Motors, Inc.

69-200 HIGHWAY 111
CATHEDRAL CITY, CALIFORNIA 92234

BAR # ARD003521 EPA # CAD981573991

[redacted]

DESERT HOT SPRINGS, CA [redacted]

PAGE 1

[redacted] CONT:N/A
CELL:

SERVICE ADVISOR: 1554 CALEB J. NICHOLSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
ROYAL RED	10	FORD F150 PICKUP	1FTEX1C81AF[redacted]		16952/16956	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAY10 DD	13DEC09		17:00 18JAN11			WCHG	20JAN11

R.O. OPENED	READY	OPTIONS:
10:52 14JAN11	11:13 20JAN11	STK:10T42 DLR:05574 ENG:4.6L_3V_EFI_V8_ENGINE TRN:ELECTRONIC_6-SPD_AUTO 1)PREMCARE 72/ (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES VEHICLE HAS DIED MULTIPLE TIMES AT STOP SIGNS---CHECK
AND ADVISE
CAUSE: CHECK FOR CODE KOEO PASS KOER PASS CONTINUOS PASS. PIN POINT
DIAGNOSIS, MONITORED TEST DRIVE, POWER BALANCE, CHECK FUEL
PREASSURE, TP1 AND
12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
678 WF (N/C)
12650D81 PID RECORDER/MONITOR TEST WITH ROAD TEST
- L
678 WF (N/C)
12650D47 RELATIVE COMPRESSION/POWER BALANCE -
TEST - L
678 WF (N/C)
9350B FUEL PUMP PRESSURE TEST ON VEHICLE -
DIAGNOSIS (9350/9A407/9H307) - L
678 WF (N/C)
9926A THROTTLE BODY - AIR INTAKE - REPLACE
(9E926) - L
678 WF (N/C)
1 9L3Z*9E926*FA THROTTLE BODY AND MOTOR ASY (N/C)
FC: D21 42
PART#: 9L3Z*9E926*FA
COUNT:
CLAIM TYPE:
AUTH CODE:
1666
MISC LOANER - ERAC #016293
PO#260026
WF (N/C)
16956 THROTTLE BODY DOES NOT OPERATE PROPERLY.(9E926)42 WARRANTY
CHECK FOR CODE KOEO PASS KOER PASS CONTINUOS PASS. PIN POINT DIAGNOSIS,
MONITORED TEST DRIVE, POWER BALANCE, CHECK FUEL PREASSURE, TP1 AND TP2
VOLTAGE PIDS VERY ERRATIC WHEN CONCERN PRESENT. CHECK AIR INDUCTION
TUBE AND CIRCUITS TO THROTTLE BODY. PIN POINT DIAGNOSIS FOUND

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Saturday
7:00 A.M. - 4:00 P.M.
(760) 328-2372

ORIGINAL ESTIMATE $ AUTHORIZED ADDITIONS $

X

CUSTOMER SIGNATURE

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SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

CUSTOMER SIGNATURE

X

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: 248444

260026

INVOICE

Palm Springs Motors, Inc.

69-200 HIGHWAY 111
CATHEDRAL CITY, CALIFORNIA 92234

BAR # ARD003521 EPA # CAD981573991

[redacted]

DESERT HOT SPRINGS, CA [redacted]

[redacted] CONT:N/A
CELL:

SERVICE ADVISOR: 1554 CALEB J. NICHOLSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
ROYAL RED	10	FORD F150 PICKUP	1FTEX1C81AF[redacted]		16952/16956	T5012

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
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LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

INTERMITENT FAULTY THROTTLE BODY. REPLACED THROTTLE BODY CLEARED KAM
RETEST PASSED.

****

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE
IN ALL TIRES
CAUSE: MPI.
Q99P PERFORM MULTI-POINT INSPECTION-CHECK, SET
AND DOCUMENT TIRE PRESSURE IN ALL TIRES
678 INFO (N/C)
GBATT BATTERY GOOD
678 INFO (N/C)
GBK CHECKED AND OK (DISC: OVER 5MM OR
7/32),(DRUM: OVER 2MM OR 3/32)
678 INFO (N/C)
GTIRE CHECKED AND OK (7/32" OR GREATER)
678 INFO (N/C)
16956 MPI. MPI. FRONT AND REAR TIRE PREASSURES 38PSI.

****

C REFER TO PREWRITE #75989
INFO ONLY
1598 INFO (N/C)

****

D ENTERPRISE RENT-A-CAR
CAUSE: 4 TAP DAYS - ERAC #016293
RENTAL 2 DAYS ESP RENTAL-REPAIR #A
1598 WF (N/C)
RENTAL 4 TAP DAYS - ERAC #016293
1598 WF (N/C)
FC: A99 82
PART#: TAP1
COUNT:
CLAIM TYPE: TAP1
AUTH CODE:
9015

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Service & Parts
Monday - Friday
7:00 A.M. - 5:30 P.M.
Saturday
7:00 A.M. - 4:00 P.M.
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$ $	

X

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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SIGNATURE COPY

CUSTOMER #: 248444

260026

INVOICE

Palm Springs Motors, Inc.

69-200 HIGHWAY 111
CATHEDRAL CITY, CALIFORNIA 92234

BAR # ARD003521 EPA # CAD981573991

[redacted]

DESERT HOT SPRINGS, CA [redacted]

PAGE 3

[redacted] CONT:N/A
CELL:

SERVICE ADVISOR: 1554 CALEB J. NICHOLSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
ROYAL RED	10	FORD F150 PICKUP	1FTEX1C81AF[redacted]		16952/16956	T5012

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAY10 DD	13DEC09		17:00 18JAN11			WCHG	20JAN11

R.O. OPENED	READY	OPTIONS:
10:52 14JAN11	11:13 20JAN11	STK:10T42 DLR:05574 ENG:4.6L 3V EFI V8 ENGINE TRN:ELECTRONIC 6-SPD AUTO 1)PREMCARE 72/ (More...)

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
MISC TAP - ERAC #016293			
PO#260026			
WF			(N/C)
**********			
E** LUBRICATION,OIL & FILTER SERVICE			
LOF LUBRICATION,OIL & FILTER SERVICE			
1598 CQL		11.57	11.57
1 FL*820*SB12 FILTER ASY - OIL	6.10	6.10	6.10
6 5W20 OIL	3.55	3.55	21.30
1 CLEANER	1.99	1.99	1.99
LUBE HAZ WASTE			
CQL		1.45	1.45
16952 0.40 PERFORMED OIL CHANGE, TOPPED OFF FLUIDS, ETC.			
**********			
F** NOTIFIED ON 1/18/11 AT 12:00 PM			
NOTIFIED DATE AND TIME NOTIFIED OF COMPLETION			
99 INFO			(N/C)
**********			

EST: 0.00 14JAN11 10:52 SA: 1554

EST: 39.95 17JAN11 08:47 SA: 1554
CONTACT: ARTURO
LOF

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Service & Parts
Monday - Friday
7:00 A.M. - 5:30 P.M.
Saturday
7:00 A.M. - 4:00 P.M.
(760) 328-2372

ORIGINAL ESTIMATE $ AUTHORIZED ADDITIONS $

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X

DESCRIPTION	TOTALS
LABOR AMOUNT	11.57
PARTS AMOUNT	29.39
GAS, OIL, LUBE	1.45
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	42.41
LESS INSURANCE	0.00
SALES TAX	2.67
PLEASE PAY THIS AMOUNT	45.08

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SIGNATURE COPY

CUSTOMER #: 248444

260026

INVOICE

DUPLICATE 1
PAGE 1

Quick Lane
TIRE & AUTO CENTER

69-200 HIGHWAY 111
CATHEDRAL CITY, CALIFORNIA 92234
(760) 699-6695

BAR # ARD003521 EPA # CAD981573991

[redacted]
DESERT HOT SPRINGS, CA [redacted]
[redacted] CONT:N/A
[redacted] CELL:

SERVICE ADVISOR: 1554 CALEB J. NICHOLSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
ROYAL RED	10	FORD F150 PICKUP	1FTEX1C81AF[redacted]		16952/16956	T5012

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	[redacted]O.	RATE	PAYMENT	INV. DATE
28MAY10 DD	13DEC09		17:00 18JAN11			CASH	18JAN11

R.O. OPENED	READY	OPTIONS:
10:52 14JAN11	16:24 18JAN11	STK:10T42 DLR:05574 ENG:4.6L_3V_EFI_V8_ENGINE TRN:ELECTRONIC 6-SPD AUTO 1) PREMCARE 72/ (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES VEHICLE HAS DIED MULTIPLE TIMES AT STOP SIGNS---CHECK
AND ADVISE
CAUSE: CHECK FOR CODE KOEO PASS KOER PASS CONTINUOS PASS. PIN POINT
DIAGNOSIS, MONITORED TEST DRIVE, POWER BALANCE, CHECK FUEL
PREASSURE, TP1 AND
Q20000 GENERAL REPAIRS
678 WQL (N/C)
1 9L3Z*9E926*FA THROTTLE BODY AND MOTOR ASY (N/C)
16956 THROTTLE BODY DOES NOT OPERATE PROPERLY.(9E926)42 WARRANTY
CHECK FOR CODE KOEO PASS KOER PASS CONTINUOS PASS. PIN POINT DIAGNOSIS,
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TUBE AND CIRCUITS TO THROTTLE BODY. PIN POINT DIAGNOSIS FOUND
INTERMITENT FAULTY THROTTLE BODY. REPLACED THROTTLE BODY CLEARED KAM
RETEST PASSED.
****

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE
IN ALL TIRES
CAUSE: MPI.
Q99P PERFORM MULTI-POINT INSPECTION-CHECK, SET
AND DOCUMENT TIRE PRESSURE IN ALL TIRES
678 INFO (N/C)
GBATT BATTERY GOOD
678 INFO (N/C)
GBK CHECKED AND OK (DISC: OVER 5MM OR
7/32),(DRUM: OVER 2MM OR 3/32)
678 INFO (N/C)
GTIRE CHECKED AND OK (7/32" OR GREATER)
678 INFO (N/C)
16956 MPI. MPI. FRONT AND REAR TIRE PREASSURES 38PSI.
****

C REFER TO PREWRITE #75989
INFO ONLY
1598 INFO (N/C)

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$	$

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SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Thank You

CUSTOMER COPY

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PE13-003 001775LCPV

CUSTOMER #: 248444

260026

INVOICE

DUPLICATE 1
PAGE 2

Quick Lane
TIRE & AUTO CENTER

69-200 HIGHWAY 111
CATHEDRAL CITY, CALIFORNIA 92234
(760) 699-6695

BAR # ARD003521 EPA # CAD981573991

[redacted]
DESERT HOT SPRINGS, CA [redacted]
[redacted] CONT:N/A
[redacted] CELL:

SERVICE ADVISOR: 1554 CALEB J. NICHOLSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
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LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
D ENTERPRISE RENT-A-CAR			
CAUSE: WARRANTY			
RENTAL ENTERPRISE RENT-A-CAR			
1598 WQL			(N/C)
**********			
E** LUBRICATION,OIL & FILTER SERVICE			
LOF LUBRICATION,OIL & FILTER SERVICE			
1598 CQL		11.57	11.57
1 FL*820*SB12 FILTER ASY - OIL	6.10	6.10	6.10
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LUBE HAZ WASTE			
CQL		1.45	1.45
16952 0.40 PERFORMED OIL CHANGE, TOPPED OFF FLUIDS, ETC.			
**********			
F** NOTIFIED ON 1/18/11 AT 12:00 PM			
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99 INFO			(N/C)
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EST: 0.00 14JAN11 10:52 SA: 1554

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CONTACT: ARTURO
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ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

X

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TOTAL CHARGES	42.41
LESS INSURANCE	0.00
SALES TAX	2.67
PLEASE PAY THIS AMOUNT	45.08

Thank You

CUSTOMER COPY

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CUSTOMER #: 248444

261157

INVOICE

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69-200 HIGHWAY 111
CATHEDRAL CITY, CALIFORNIA 92234
(760) 699-6695

[redacted]
DESERT HOT SPRINGS, CA [redacted]

PAGE 1

HOME: [redacted] CONT: N/A
BUS: [redacted] CELL:

BAR # ARD003521 EPA # CAD981573991

SERVICE ADVISOR: 1597 DWAYNE G HEMPHILL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
ROYAL RED	10	FORD F150 PICKUP	1FTEX1C81AF[redacted]		17887/18148	T5885

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAY10 DD	13DEC09		17:00 01FEB11			CASH	05FEB11

R.O. OPENED	READY	OPTIONS:
15:58 31JAN11	09:56 05FEB11	STK:10T42 DLR:05574 ENG:4.6L_3V_EFI_V8_ENGINE TRN:ELECTRONIC 6-SPD AUTO 1)PREMCARE 72/ (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES VEHICLE DIES WHEN COMING TO STOPS CHECK AND ADVISE
CAUSE: CHECK FOR CODE KOEO PASS KOER PASS CONTINUOS IC B2097. PIN POINT DIAGNOSIS, CHECK OASIS NO TSB OR SSM RELATED TO CONCERN, E-MAIL HOT-LINE

Q20000 GENERAL REPAIRS
678 WQL (N/C)

18148 NO PROBLEM FOUND. WARRANTY CHECK FOR CODE KOEO PASS KOER PASS CONTINUOS IC B2097. PIN POINT DIAGNOSIS, CHECK OASIS NO TSB OR SSM RELATED TO CONCERN, E-MAIL HOT-LINE CONTACT ID#104340130. WAS INFORMED TO CHECK TANS FLUID LEVEL, MAF FOR DEBRIS, MONITOR TRANS PIDS TO SEE IF TORQ. CONVERTER IS STAYING LOCKED UP. MULTIPLE MONITORED TEST DRIVES APROX. 261 MILES. UNABLE TO DUPLICATE CUSTOMER CONCERN. INSTALLED VDR. CUSTOMER TO DRIVE VEHICLE WITH VDR AND BRING BACK.

****

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES
CAUSE: MPI.

Q99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES
678 INFO (N/C)

GBATT BATTERY GOOD
678 INFO (N/C)

GTIRE CHECKED AND OK (7/32" OR GREATER)
678 INFO (N/C)

GBK CHECKED AND OK (DISC: OVER 5MM OR 7/32),(DRUM: OVER 2MM OR 3/32)
678 INFO (N/C)

18148 MPI. MPI. FRONT AND REAR TIRE PREASSURES 38PSI.

****

C REFERM TO PREWRITE #9753
CAUSE: INFO.

INFO ONLY
678 INFO (N/C)

18148 INFO. INFO.

"For your convenience our hours are"

Monday - Friday
7:00 A.M. - 5:30 P.M.
Saturday
7:00 A.M. - 4:00 P.M.
(760) 699-6695

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

X
CUSTOMER SIGNATURE
I acknowledge notice and oral approval of an increase in the original estimated price.

SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF.
NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

CUSTOMER SIGNATURE
X

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Thank You

CUSTOMER COPY

* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

CUSTOMER #: 248444

261157

INVOICE

Quick Lane
TIRE & AUTO CENTER

69-200 HIGHWAY 111
CATHEDRAL CITY, CALIFORNIA 92234
(760) 699-6695

[redacted]

DESERT HOT SPRINGS, CA [redacted]

PAGE 2

[redacted] CONT:N/A
CELL:

BAR # ARD003521 EPA # CAD981573991

SERVICE ADVISOR: 1597 DWAYNE G HEMPHILL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
ROYAL RED	10	FORD F150 PICKUP	1FTEX1C81AF[redacted]		17887/18148	T5885

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAY10 DD	13DEC09		17:00 01FEB11			CASH	05FEB11

R.O. OPENED	READY	OPTIONS:
15:58 31JAN11	09:56 05FEB11	STK:10T42 DLR:05574 ENG:4.6L 3V EFI V8 ENGINE TRN:ELECTRONIC 6-SPD AUTO 1) PREMCARE 72/ (More...)

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
D ENTERPRISE RENT-A-CAR			
CAUSE: INFO.			
RENTAL ENTERPRISE RENT-A-CAR			
678 WQL			(N/C)
18148 INFO. INFO.			
**********			
E** SHOP FOREMAN			
SF SHOP FOREMAN			
511 INFO			(N/C)
18148 SHOP FOREMAN AUTHORIZED VDR TO PUT INTO VEHICLE			
**********			

EST: 0.00 31JAN11 15:58 SA: 1597

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Monday - Friday
7:00 A.M. - 5:30 P.M.
Saturday
7:00 A.M. - 4:00 P.M.
(760) 699-6695

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

X

CUSTOMER SIGNATURE
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CUSTOMER SIGNATURE

X

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Thank You

CUSTOMER COPY

* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

PE13-003 001778LCPV

CUSTOMER #: 248444

288108

INVOICE

Palm Springs Motors, Inc.

69-200 HIGHWAY 111
CATHEDRAL CITY, CALIFORNIA 92234
www.palmspringsmotors.com

[redacted]

DESERT HOT SPRINGS, CA [redacted]

PAGE 1

BAR # ARD003521 EPA # CAD981573991

[redacted] CONT:N/A
CELL:

SERVICE ADVISOR: 1627 PAOLA A ARREDONDO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
ROYAL RED	10	FORD F150 PICKUP	1FTEX1C81AF[redacted]		31880/32113	T1636

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAY10 DD	13DEC09		17:00 14FEB12			CASH	17FEB12

R.O. OPENED	READY	OPTIONS:
15:46 14FEB12	15:38 17FEB12	STK:10T42 DLR:05574 ENG:4.6L_3V_EFI_V8_ENGINE TRN:ELECTRONIC 6-SPD AUTO 1)PREMCARE 72/ (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES THAT VEHICLE STALLS INTERMMITENLY WHEN COMING TO A STOP

CAUSE: CANISTER PURGE VALVE (9C915)42

S16 QUICK SERVICE/ELECTRICAL (GRP1)

678 WF (N/C)

1 9L3Z*9E730*G BRACKET (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

00166

32113 CANISTER PURGE VALVE (9C915)42 WARRANTY CHECK FOR CODE KOEO PASS KOER PASS CONTINUOS PASS. PIN POINT DIAGNOSIS, MONITORED TEST DRIVE UNABLE TO DUPLICATE CUSTOMER CONCERN. CHECK OASIS NO TSB OR SSM RELATED TO CONCERN. E-MAIL HOTLINE CONTACT ID#105161255. RECOMEND TO REPLACE CANISTER PURGE VALVE. REPLACED CANISTER PURGE VALVE. MULTIPLE MONITORED TEST DRIVES APROX. 233 MILES. PASSED.

****

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES

CAUSE: MPI.

99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES

678 INFO (N/C)

GBATT BATTERY GOOD

678 INFO (N/C)

GBK CHECKED AND OK (DISC: OVER 5MM OR 7/32),(DRUM: OVER 2MM OR 3/32)

678 INFO (N/C)

GTIRE REQUIRES IMMEDIATE ATTENTION (3/32" OR LESS)

678 INFO (N/C)

32113 MPI. MPI. FRONT AND REAR TIRE PREASSURES 38PSI.

****

C PREWRITE 97742

LINCOLN

mazda

"For your convenience our hours are"

Service & Parts
Monday - Friday
7:00 A.M. - 5:30 P.M.
Saturday
7:00 A.M. - 4:00 P.M.
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

X

CUSTOMER SIGNATURE

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CUSTOMER SIGNATURE

X

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Thank You

CUSTOMER COPY

* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

CUSTOMER #: 248444

288108

INVOICE

Palm Springs Motors, Inc.

69-200 HIGHWAY 111
CATHEDRAL CITY, CALIFORNIA 92234
www.palmspringsmotors.com

[redacted]
DESERT HOT SPRINGS, CA [redacted]
[redacted] CONT:N/A
CELL:

PAGE 2

BAR # ARD003521 EPA # CAD981573991

SERVICE ADVISOR: 1627 PAOLA A ARREDONDO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
ROYAL RED	10	FORD F150 PICKUP	1FTEX1C81AF[redacted]		31880/32113	T1636

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAY10 DD	13DEC09		17:00 14FEB12			CASH	17FEB12

R.O. OPENED	READY	OPTIONS:
15:46 14FEB12	15:38 17FEB12	STK:10T42 DLR:05574 ENG:4.6L_3V_EFI_V8_ENGINE TRN:ELECTRONIC 6-SPD AUTO 1)PREMCARE 72/ (More...)

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
INFO ONLY			
99 INFO			(N/C)
**********			
D SERVICE COURTESY WASH			
WASH SERVICE COURTESY WASH			
99 INFO			(N/C)
**********			

Ford

LINCOLN

mazda

"For your convenience our hours are"

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Saturday
7:00 A.M. - 4:00 P.M.
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

X _____
CUSTOMER SIGNATURE

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CUSTOMER SIGNATURE

X

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Thank You
CUSTOMER COPY

* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

CUSTOMER #: 248444

288108

INVOICE

PAGE 1

Palm Springs Motors, Inc.

69-200 HIGHWAY 111
CATHEDRAL CITY, CALIFORNIA 92234
www.palmspringsmotors.com

BAR # ARD003521 EPA # CAD981573991

[redacted]

DESERT HOT SPRINGS, CA [redacted]
[redacted] CONT:N/A
CELL:

SERVICE ADVISOR: 1627 PAOLA A ARREDONDO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
ROYAL RED	10	FORD F150 PICKUP	1FTEX1C81AF[redacted]		31880/32113	T1636

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAY10 DD	13DEC09		17:00 14FEB12			CASH	23FEB12

R.O. OPENED	READY	OPTIONS:
15:46 14FEB12	10:09 23FEB12	STK:10T42 DLR:05574 ENG:4.6L 3V EFI V8 ENGINE TRN:ELECTRONIC 6-SPD AUTO 1)PREMCARE 72/ (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES THAT VEHICLE STALLS INTERMMITENLY WHEN COMING TO A STOP
CAUSE: CANISTER PURGE VALVE (9C915)42
12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
678 WF (N/C)
12650D81 PID RECORDER/MONITOR TEST WITH ROAD TEST - L
678 WF (N/C)
12650D22 VAPOR MANAGEMENT VALVE / CANISTER PURGE VALVE - REPLACE (9C047/9C915/9D289/9G271/9J451) - L
678 WF (N/C)
1 9L3Z*9E730*G BRACKET (N/C)
FC: D21 42
PART#: 9C915
COUNT:
CLAIM TYPE:
AUTH CODE:
00166
32113 CANISTER PURGE VALVE (9C915)42 WARRANTY CHECK FOR CODE KOEO PASS KOER PASS CONTINUOS PASS. PIN POINT DIAGNOSIS, MONITORED TEST DRIVE UNABLE TO DUPLICATE CUSTOMER CONCERN. CHECK OASIS NO TSB OR SSM RELATED TO CONCERN. E-MAIL HOTLINE CONTACT ID#105161255. RECOMEND TO REPLACE CANISTER PURGE VALVE. REPLACED CANISTER PURGE VALVE. MULTIPLE MONITORED TEST DRIVES APROX. 233 MILES. PASSED.
****

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES
CAUSE: MPI.
99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES
678 INFO (N/C)
GBATT BATTERY GOOD
678 INFO (N/C)

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Service & Parts
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Saturday
7:00 A.M. - 4:00 P.M.
(760) 328-2372

ORIGINAL ESTIMATE $ AUTHORIZED ADDITIONS $

X

CUSTOMER SIGNATURE

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CUSTOMER SIGNATURE

X

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: 248444

288108

INVOICE

PAGE 2

Palm Springs Motors, Inc.

69-200 HIGHWAY 111
CATHEDRAL CITY, CALIFORNIA 92234
www.palmspringsmotors.com

BAR # ARD003521 EPA # CAD981573991

[redacted]

DESERT HOT SPRINGS, CA [redacted]
[redacted] CONT:N/A
CELL:

SERVICE ADVISOR: 1627 PAOLA A ARREDONDO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
ROYAL RED	10	FORD F150 PICKUP	1FTEX1C81AF[redacted]		31880/32113	T1636

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAY10 DD	13DEC09		17:00 14FEB12			CASH	23FEB12

R.O. OPENED	READY	OPTIONS:
15:46 14FEB12	10:09 23FEB12	STK:10T42 DLR:05574 ENG:4.6L_3V_EFI_V8_ENGINE TRN:ELECTRONIC_6-SPD_AUTO 1)PREMCARE 72/ (More...)

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
GBK CHECKED AND OK (DISC: OVER 5MM OR 7/32),(DRUM: OVER 2MM OR 3/32)			
678 INFO			(N/C)
GTIRE REQUIRES IMMEDIATE ATTENTION (3/32" OR LESS)			
678 INFO			(N/C)
32113 MPI. MPI. FRONT AND REAR TIRE PREASSURES 38PSI.			
**********			
C PREWRITE 97742			
INFO ONLY			
99 INFO			(N/C)
**********			
D SERVICE COURTESY WASH			
WASH SERVICE COURTESY WASH			
99 INFO			(N/C)
**********			

"For your convenience our hours are"

Service & Parts
Monday - Friday
7:00 A.M. - 5:30 P.M.
Saturday
7:00 A.M. - 4:00 P.M.
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

X

CUSTOMER SIGNATURE

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CUSTOMER SIGNATURE

X

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

SIGNATURE COPY

CUSTOMER #: 1057634

302148

INVOICE

Palm Springs Motors, Inc.

69-200 HIGHWAY 111
CATHEDRAL CITY, CALIFORNIA 92234
www.palmspringsmotors.com

BAR # ARD003521 EPA # CAD981573991

[redacted]

DESERT HOT SPRINGS, CA [redacted]

PAGE 1

[redacted]

SERVICE ADVISOR: 1624 GENEVIEVE CINDRICH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
ROYAL RED	10	FORD F150 PICKUP	1FTEX1C81AF[redacted]		38585/38589	T2712

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAY10	DD13D:C09		WAIT 23AUG12			CASH	23AUG12

R.O. OPENED	READY	OPTIONS:
11:43 23AUG12	14:17 23AUG12	STK:10T42 DLR:05574 ENG:4.6L_3V_EFI_V8_ENGINE TRN:ELECTRONIC_6-SPD_AUTO 1)PREMCARE 72/ (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES VEH STALLS AT STOP LIGHTS - ADVISE - SEE HISTORY
CAUSE: AIR FILTER HOUSING NOT SECURE.
S16 QUICK SERVICE/ELECTRICAL (GRP1)
678 CF 0.00 0.00
38589 AIR FILTER HOUSING NOT SECURE. 0.00 CHECK FOR CODE KOEO PASS KOER PASS CONTINUOS PASS. INSPECT AIR INDUCTION SYSTEM AND FOUND AIR FILTER HOUSING NOT SECURE. RESECURE HOUSING. MONITORED TEST DRIVE FOUR MILES. PASSED.

****

B PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES
CAUSE: MPI.
99P PERFORM MULTI-POINT INSPECTION-CHECK, SET AND DOCUMENT TIRE PRESSURE IN ALL TIRES
678 INFO (N/C)
GBATT BATTERY GOOD
678 INFO (N/C)
GBK CHECKED AND OK (DISC: OVER 5MM OR 7/32), (DRUM: OVER 2MM OR 3/32)
678 INFO (N/C)
GTIRE REQUIRES IMMEDIATE ATTENTION (3/32" OR LESS)
678 INFO (N/C)
38589 MPI. MPI. FRONT AND REAR TIRE PREASSURES 38PSI.

****

C SERVICE COURTESY WASH
WASH SERVICE COURTESY WASH
999 INFO (N/C)

****

D DATE AND TIME NOTIFIED OF COMPLETION
NOTIFIED DATE AND TIME NOTIFIED OF COMPLETION
999 INFO (N/C)

****

E PLEASE REFER TO PREWRITE 106561

LINCOLN

"For your convenience our hours are"

Service & Parts
Monday - Friday
7:00 A.M. - 5:30 P.M.
Saturday
7:00 A.M. - 4:00 P.M.
(760) 328-2372

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

X _____
CUSTOMER SIGNATURE

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CUSTOMER SIGNATURE

X

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Thank You

CUSTOMER COPY

* OUR CHARGES ARE NOT BASED ON ACTUAL TIME BUT ARE ESTABLISHED BY USING THE CHILTON MANUAL FLAT RATE HOURS.

PE13-003 001783LCPV

CUSTOMER #: 2057634

302148

INVOICE

Palm Springs Motors, Inc.

69-200 HIGHWAY 111
CATHEDRAL CITY, CALIFORNIA 92234
www.palmspringsmotors.com

BAR # ARD003521 EPA # CAD981573991

[redacted]

DESERT HOT SP INGS, CA [redacted]

PAGE 2

[redacted]

SERVICE ADVISOR: 1624 GENEVIEVE CINDRICH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
ROYAL RED	10	FORD F150 PICKUP	1FTEX1C81AF[redacted]		38585/38589	T2712

DEL DATE	PROD DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAY10	DD13D C09		WAIT 23AUG12			CASH	23AUG12

R.O. OPENED	READY	OPTIONS:
11:43 23AUG12	14:17 23AUG12	STK:10T42 DLR:05574 ENG:4.6L_3V_EFI_V8_ENGINE TRN:ELECTRONIC 6-SPD AUTO 1)PREMCARE 72/ (More...)

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
	INFO ONL							
		99	INFO					(N/C)

****

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS
$	$

X

CUSTOMER SIGNATURE

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CUSTOMER SIGNATURE

X

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

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Ford

LINCOLN

mazda

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Service & Parts
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Saturday
7:00 A.M. - 4:00 P.M.
(760) 328-2372

Thank You

CUSTOMER COPY

PE13-003 001784LCPV

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details Attachments: 0

Report# :	BBBD6001 NHL			**Received:**	02/02/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X2 ,F150 ,SUP CAB,STYSD ,1FTEX1C81AF[redacted]			**Build Date:**	12/02/2009
Odometer :	17,887 M	**Engine:**	4.6L 3V	**Calibration:**	AF614C0A
Transmission:	6R80E	**Axle:**	3800F3.55L	**A/C:**	YES
Dealer:	USA 05574 Palm Springs Ford-Lincoln			**Phone#:**	(760) 328-2102
City:	Cathedral City	**State:**	California	**Country :**	USA

Originator: ROBERT MOUNTZ

Symptom: 5 52 4 02 DRV PERF,STALLS/QUITS,DECEL,ALWAYS

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: STALLS COMING TO A STOP

Fix: N **Causal Component :**

Condition Code:

Hotliner: PJACOB45 **Phone:** 000 000-0000 **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: ROBERT MOUNTZ **Phone:** 760 328-2102 **Title Cde:** T

KOEO:
KOEC:
KOER:
Comments:

REPAIR 02/02/2011 04:23PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: VEHICLE STALLS WHEN COMING TO
STOPS DIAGNOSTICS: CHECK FOR CODES KOEO PASS KOER PASS CONTINUOS IC
B2097 PARTS REPLACED:: THROTTLE BODY ON PREVIOS RO TECH
QUESTION: ANY KNOWN CONCERNS PLEASE LIST ANY PERTINENT FREEZE
FRAME DATA NONE PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE
NONE. NONE

RECOMM 02/02/2011 04:23PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
ROBERT, RECOMMEND TO CHECK THE MAF SENSOR FOR DEBRIS. VERIFY THAT THE AIR INLET SYSTEM AND THE AIR FILTER ARE SECURE AND FIT PROPERLY. CHECK FOR RAW FUEL IN THE EVAP LINES, VMV AND THE CANISTER FROM OVER FUELING BY THE CUSTOMER. VERIFY THAT THE TRANSMISSION FLUID IS AT THE PROPER LEVEL. RECOMMEND TO MONITOR THE RPM, TC_SLIPDSD AND TC_SLIPACT PID'S TO DETERMINE IF A TRANSMISSION CONCERN IS PRESENT. WHEN THE TORQUE CONVERTER IS COMMANDED OFF THE TC_SLIPDSD WILL READ 1050 AND THE TC_SLIPACT SHOULD READ WITHIN 20 RPM OF ENGINE RPM. WHEN THE TC_SLIPDSD READS 0 THE TORQUE CONVERTER IS LOCKED AND THE TC_SLIPACT PID SHOULD DECREASE TO 0. WITH THE TORQUE CONVERTER LOCKED THE TSS READING SHOULD MATCH ENGINE RPM.

AUDIT 07/02/2011 11:03AM
SYMPTOM 6 07 7 93 CHANGED TO 5 52 4 02 BY CS012093

Download Options

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Requester: DALBANIC 5-Oct-2012

Server: FCWS686

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

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Displayed ReportSummary (PDF)
Displayed ReportDetail (PDF)
All Report Summaries (PDF)
All Report Details (PDF)

Report Detail Section : View Details Attachments: 0

Report# :	CBOEV002 NHL			**Received:**	02/15/2012
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X2 ,F150 ,SUP CAB,STYSD ,1FTEX1C81AF[redacted]			**Build Date:**	12/02/2009
Odometer :	31,880 M	**Engine:**	4.6L 3V	**Calibration:**	AF614C0A
Transmission:	6R80E	**Axle:**	3800F3.55L	**A/C:**	YES
Dealer:	USA 05574 Palm Springs Ford-Lincoln			**Phone#:**	(760) 328-2102
City:	Cathedral City	**State:**	California	**Country :**	USA

Originator: ROBERT MOUNTZ

Symptom: 5 52 1 39 DRV PERF,STALLS/QUITS,AT IDLE,INTERMITTENT

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: INTERMITTENT STALLING

Fix: **Causal Component :**

Condition Code:

Hotliner: PJACOB45 **Phone:** 000 000-0000 **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: ROBERT MOUNTZ **Phone:** 760 328-2102 **Title Cde:** T

KOEO:
KOEC:
KOER:

Comments:

REPAIR 02/15/2012 03:36PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:A) CUSTOMER STATES THAT VEHICLE STALLS INTERMMITENLY WHEN COMING TO A STOP DIAGNOSTICS: CHECK FOR CODE KOEO PASS KOER PASS CONTINUOS PASS. MONITORED TEST DRIVE APROX. 80 MILES. UNABLE TO DUPLICATE CONCERN PARTS REPLACED:NONE TECH QUESTION:VEHICLE WAS HERE ONCE BEFORE FOR SAME CONCERN. NEVER WAS ABLE TO DUPLICATE CONCERN. INSTALLED VDR AND CUSTOMER HAD VDR FOR THREE WEEKS AND WAS NEVER ABLE TO DUPLICATE CONCERN. ANY KNOWN CONCERNS??

RECOMM 02/15/2012 03:36PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
ROBERT, REPORTS INDICATE THAT AN INTERMITTENTLY STICKING EVAP CPV HAS BEEN THE CAUSE OF SIMILAR CONCERNS, ESPECIALLY IT IT TYPICALLY OCCURS AFTER REFUELING. RECOMMEND TO REPLACE THE EVAP CPV PER HREF='HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SPUBS/ANUMQ.ASP?FLAVOR=DEALERS&SZARTICLE=11-10-3' TARGET='_BLANK'>TSB 11-10-3 AND RETEST. REPORTS ALSO INDICATE THAT THE THROTTLE BODY HAS BEEN THE CAUSE OF INTERMITTENT STALLING CONCERNS. RECOMMEND TO CONTINUE TO USE THE VDR WHILE THE CUSTOMER ATTEMPTS TO DUPLICATE THE CONCERN. WHEN SELECTING PID'S, INCLUDE THE ETC_ACT AND ETC_DSD PID'S. IF THE DIFFERENCE BETWEEN THE TWO PID'S IS GREATER THAN 2-3 DEGREES DURING THE CONCERN, REPLACE THE THROTTLE BODY.

ADD-ON 02/15/2012 03:36PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
ALSO REFER TO GCQIS REPORT BBBD6001

Download Options

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Add Comments Previous Next Save Mail Report

Requester: DALBANIC 5-Oct-2012

Report Summary **Ford Proprietary, Private** **Retention:** None
Server: FCWS686

All Action Details for Issue

Print

VIN: 1FTEX1C81AF[redacted] **Year:** 2010 **Model:** **Case:** 677760252
Name: [redacted] **Owner Status:** Original **WSD:** 2010-05-28
Symptom Desc: LOSS OF POWER AT CRUISE ALL ENGINE TEMP **Primary Phone:** [redacted]
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 06/22/2012

Action: TIER ONE OPEN ISSUE
Dealer: 05574 PALM SPRINGS FORD-LINCOLN **Origin Desc:** CRC TIER ONE - FLEET
Odometer: 36000 MI **Comm Type:** PHONE
Analyst Name: DOWELL, LEAH **Analyst:** LDOWELL4
Action Date: 06/22/2012 **Action Time:** 13.12.24.025 **Action Data:** No

Comments CUST SAYS:-SPANISH SPEAKING CUST-VEH TURNS OFF-LOOSES POWER-VEH HAS RETURNED TO DLR SEVERAL TIMES FOR ISSUE-ADV VEH REPAIRED-CUST'S WIFE ALMOST GOT INTO AN ACCIDENT BECAUSE OF THIS ONGOING ISSUE-INTERMITTENT-CUST DOESN'T FEEL SAFE IN VEH AND WILL HAVE TO BUY ANOTHER VEH FOR HIS WIFEDLR SAYS:-PALM SPRINGS FORD-LINCOLN SCHEDULE SERVICE 69200 HIGHWAY 111CATHEDRAL CITY CA 92234(800) 280-8674 CRC ADV:-"I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE"--[redacted]- [redacted] CALL THIS NUMBER ANYTIME-ESCALATING PER CAST SUZANNE AND ADV TO SET UP AN APPOINTMENT

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05574 PALM SPRINGS FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 36000 MI **Comm Type:** OTHER
Analyst Name: CLEARY , MARK **Analyst:** MCLEARY7
Action Date: 06/22/2012 **Action Time:** 13.31.13.187 **Action Data:** No

Comments INITIAL CASE CONTACT==ESP--72/100 PREMIUMCARE===WARR HIST==THROTTLE BODY, CANISTER PURGE VALVE==HOTLINE CONTACT--THROTTLE BODY, CANISTER PURGE VALVE==LTV 77

Action: CREATE FOLLOW UP
Dealer: 05574 PALM SPRINGS FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 36000 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 06/22/2012 **Action Time:** 17.06.12.370 **Action Data:** Yes

Comments CSM MELISSA CRUZ, X 77770 - OBC TO CUST [redacted] NO ANSWER - LM ON VM - WILL F/U MON, 6/25

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-25-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 05574 PALM SPRINGS FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 36000 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 06/22/2012 **Action Time:** 17.17.37.628 **Action Data:** Yes

Comments IBC FROM CUST - CUST REITERATED CONCERNS WITH VEH - ADVISED CUST IF THERE ARE ISSUES WITH VEH, I RECOMMEND HE TAKE VEH BACK TO DLRSHP FOR INSPECTION - CUST STATES HE'S DONE THAT SEVERAL TIMES ALREADY - DOES NOT WANT TO BRING VEH BACK TO THE DLRSHP - IS SEEKING FOR FORD TO BUY BACK OR REPLACE HIS VEH - ADVISED CUST I WILL REVIEW HIS REQUEST - ADVISED I WILL NEED TO RESEARCH REPAIR HISTORY WITH DLRSHP - ADVISED I WILL F/U WEDS, 6/27 WITH AN ANSWER

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-27-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05574 PALM SPRINGS FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 36000 MI **Comm Type:** VISIT
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 06/27/2012 **Action Time:** 16.50.51.646 **Action Data:** No

Comments REVIEWED REQUEST, PERFORMED A GOOD FAITH ASSESSMENT, DECISION IS TO DECLINE BUYBACK/REPLACEMENT REQUEST AT THIS TIME

Action: CONCERN ADDRESSED
Dealer: 05574 PALM SPRINGS FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 36000 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 06/27/2012 **Action Time:** 16.56.34.250 **Action Data:** Yes

Comments OBC TO CUST @[redacted] - WAS ABLE TO REACH - ADVISED CUST A GOOD FAITH ASSESSMENT HAS BEEN PERFORMED AND FORD WILL NOT BE BUYING BACK OR REPLACING HIS VEH AT THIS TIME - CUST ASKED FOR NEXT STEPS AND I SUGGESTED FOR CUST TO TAKE HIS VEH TO THE DLRSHP IF CONCERNS ARE STILL PRESENT - CUST STATES HE'S BROUGHT HIS VEH TO THE DLRSHP MANY TIMES - CUST THEN STATED HE WILL HIRE AN ATTORNEY FOR FMC TO TAKE VEH BACK - ADVISED CUST THAT WAS HIS RIGHT AS A CONSUMER - CUST THANKED REP FOR CALL - NO FURTHER ACTION REQUIRED AT THIS TIME

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	77
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Ford Confidential

PE13-003 001792LCPV

All Action Details for Issue

Print

VIN: 1FTEX1C81AF[redacted] **Year:** 2010 **Model:** **Case:** 677760252
Name: [redacted] **Owner Status:** Original **WSD:** 2010-05-28
Symptom Desc: STALLS/QUITS ACCELERATION **Primary Phone** [redacted]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 01/26/2012

Action: TIER II ESCALATION - UNABLE TO DUPLICATE
Dealer: 05574 PALM SPRINGS FORD-LINCOLN **Origin Desc:** US CONCERN CASE BASE
Odometer: 31000 MI **Comm Type:** PHONE
Analyst Name: TORRES, MARIA **Analyst:** MTORR101
Action Date: 01/25/2012 **Action Time:** 18.49.34.060 **Action Data:** Yes

Comments CUSTOMER SAID: -SPANISH SPEAKING CUSTOMER-BOUGHT VEH MONTHS AGO AND SINCE THEN VEH THRNS OFF AND ON WHEN STOPPING-TOOK TO DLR AOBUT THREE TIMES AND DLR CANNOT DUPLICATE-DEALER CANNOT DUPLICATE ISSUEDEALER SAID: PALM SPRINGS FORD-LINCOLN SCHEDULE SERVICE 69200 HIGHWAY 111CATHEDRAL CITY CA 92234(800) 280-8674CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE[redacted] CELL CAN CALL ANYTIMEVEH AT HOME WILL MAKE APPT INFORMED OF FORDOWNER.COM

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	1

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05574 PALM SPRINGS FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 31000 MI **Comm Type:** OTHER
Analyst Name: CLEARY , MARK **Analyst:** MCLEARY7
Action Date: 01/26/2012 **Action Time:** 11.50.22.999 **Action Data:** No

Comments INITIAL CASE CONTACT==ESP--72/100 PREMIUMCARE, NO RECALLS==WARR HIST--THROTTLE BODY==HOTLINE CONTACT--STALL==LTV 85

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05574 PALM SPRINGS FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 31000 MI **Comm Type:** OUTBOUND CALL TO DEALER
Analyst Name: CLEARY , MARK **Analyst:** MCLEARY7
Action Date: 01/26/2012 **Action Time:** 11.53.14.351 **Action Data:** No

Comments OBC TO DEALER==L/M FOR S/M BRYAN REQUESTING CALLBACK

Action: CREATE FOLLOW UP
Dealer: 05574 PALM SPRINGS FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 31000 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 01/26/2012 **Action Time:** 12.31.57.614 **Action Data:** Yes

Comments CSM MELISSA CRUZ, X 77770 - OBC TO CUST[redacted]- NO ANSWER AND UNABLE TO LM; VM

SYSTEM COULDN'T CAPTURE MY VOICE AFTER TRYING TO LEAVE A MESSAGE - CSM WILL MAKE ANOTHER ATTEMPT TO CONTACT CUST BY FRI, 1/27

Data Element Name	Data Value
DATE OF FOLLOW UP:	01-27-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 05574 PALM SPRINGS FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 31000 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 01/27/2012 **Action Time:** 12.29.21.199 **Action Data:** Yes

Comments CSM MELISSA CRUZ, X 77770 - OBC TO CUST @ [redacted] - NO ANSWER - LM ON VM - CSM WILL MAKE ANOTHER ATTEMPT TO CONTACT CUST BY MON, 1/30

Data Element Name	Data Value
DATE OF FOLLOW UP:	01-30-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 05574 PALM SPRINGS FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 31000 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 01/30/2012 **Action Time:** 14.36.16.532 **Action Data:** Yes

Comments CSM MELISSA CRUZ, X 77770 - OBC TO CUST [redacted] - NO ANSWER - LM ON VM (3RD ATT) **** OBC TO PRIMARY PHONE @ [redacted] - NO ANSWER *** CSM TO MAIL UTC LETTER ON WEDS, 2/1

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-01-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 05574 PALM SPRINGS FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 31000 MI **Comm Type:** OUTBOUND CUSTOMER MAIL
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54
Action Date: 02/01/2012 **Action Time:** 14.27.28.005 **Action Data:** Yes

Comments CSM MAILED UTC LETTER - CUST HAS UNTIL COB TUES, 2/7 TO RESPOND OR ELSE CASE WILL BE CLOSED WEDS, 2/8

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-08-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: UNABLE TO CONTACT - INITIAL
Dealer: 05574 PALM SPRINGS FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 31000 MI
Comm Type: OUTBOUND CUSTOMER MAIL
Analyst Name: CRUZ,MELISSA
Analyst: MCRUZ54
Action Date: 02/08/2012
Action Time: 13.18.08.055
Action Data: No

Comments CUST HAS NOT RESPONDED TO UTC LETTER - NO FURTHER ACTION REQUIRED

Ford Confidential

[redacted]

[redacted]

Date: January 25, 2013

[redacted]

[redacted]

Fayetteville, NC [redacted]

Case#: cas-2046880

Good Afternoon,

My husband, [redacted] has an ongoing accident case. As you may or may not know, he is in military and is currently serving in Korea. I am his wife and delegate, [redacted]. He and his Ford F-150 were involved in an accident which occurred on January 9, 2013 while he was home on leave. He recently had to go back overseas and left me to handle this matter. Ford had 15 days from the time he spoke to someone to send paperwork and I still haven't received it. So I called today to get a status and found that you all had the wrong address of [redacted], Fayetteville, NC [redacted]. **We now reside at:** [redacted], Fayetteville, NC [redacted]. I'm requesting for the paperwork to be resent to this address. Also if possible, can I get an update or information on the decision you have made or where you are in the process? My cell number is [redacted] and email address is [redacted].

Thank You.

Ford Motor Company

P.O. Box 70

Dearborn, Michigan 48131

Fax #:313-845-5555

Case Print Report

Case Number CAS-2046880-G3Z9S0

Case Opened Date 1/9/2013 3:30 PM

Case Closed Date 1/9/2013

Case Status Resolved

Case Last Modified 1/9/2013 3:37 PM

Responsible Team Tier 1 Inbound

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

JAN 10 2013

OFFICE OF THE
GENERAL COUNSEL

Case Classification Vehicle Concern > Legal > Alleged Accident > Not Portal

Customer Name [redacted]

Customer Number 55380024821

[redacted]

FAYETTEVILLE NC [redacted]

Email [redacted]

Dealer CROWN FORD

VIN 1FTEX1CW6AF[redacted]

Year 2010 **Make** FORD

Model F-SERIES **Body Style** X1C - F150 4X2 SUPERCAB - STYLESIDE

Symptom

Level 1 Driving Performance

Level 2 Lack/Loss of Power

Level 3 Acceleration

Level 4 Always

Case Print Report

Case Number CAS-2046880-G3Z9S0

Agent Name	Note Last Modified
Leah Dowell	1/9/2013 3:36 PM

~CUST SAYS:
-SEE HISTORICS
-2010 F150
-VEH CUTTING OFF
-TOOK TO SEVERAL DIFFERENT DLRS
-DLR UNABLE TO DUPLICATE, VEH IS NOT THROWING A CODE
-NEEDED A NEW PULLEY
-SITTING AT LIGHT, VEH CUTT OFF, COULDN'T USE STEERING, VEH HIT ANOTHER

1. Date of the accident
1/9/2013
2. What the customer is alleging the product defect is that caused Accident
-VEH LOST POWER COMPLETELY, HIT ANOTHER VEH, LIGHTS ON CUST AND OTHER VEH BROKEN
3. If there were any injuries sustained
-NO ONE HURT
4. Location of the vehicle when the accident occurred
-CORNER OF BONANZA AND MORGANTON RD
5. Whether or not there was a police report filed.
-YES
6. If a police report was filed, what the findings were.
-DOESN'T KNOW
7. The police report number and the city or county in which the report was filed.
FAYETTVILLE, NC
8. Whether or not the customer has filed a claim with their Insurance Company.
-HAVE NOT FILED A CLAIM
9. If a claim has been filed with the insurance company, what is the status of the claim.
-NA
10. Whether or not the vehicle is repairable.
-VEH IS REPAIRABLE
11. Name and address of customer's attorney (only if the customer mentions they have sought one).
12. What the customer is seeking
-WANTS TRUCK BADLY, BUT DOESN'T WANT FAMILY IN THIS VEH ANYMORE, HAS A BRAND NEW BABY, CUST HAS TO LEAVE TO GO BACK OVERSEAS/MILITARY--FAMILY WILL HANDLE OGC
-NEEDS UNDERLYING ISSUE FOUND/BUYBACK

~DLR SAYS:
-Crown Ford
256 Swain Street
Fayetteville, NC 28303
(910) 867-1121

~CRC ADV:
-I will forward your information to Ford's Office of the General Counsel. You should receive a written response within 15 Days business days to your concern.

[redacted]

CT Corporation

Service of Process Transmittal

11/26/2012
CT Log Number 521661708

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in New York**

FOR: Ford Motor Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Notice(s), Summons, Complaint, Verification, Exhibit(s)
COURT/AGENCY:	New York County: Supreme Court, NY Case # 15789212
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - 2010 Ford F-150 manufactured and warranted by Defendant
ON WHOM PROCESS WAS SERVED:	C T Corporation System, New York, NY
DATE AND HOUR OF SERVICE:	By Process Server on 11/26/2012 at 11:00
JURISDICTION SERVED :	New York
APPEARANCE OR ANSWER DUE:	Within 20 days after the service, exclusive of the day of service
ATTORNEY(S) / SENDER(S):	Fred Davis Kimmel & Silverman, P.C. 1001 Avenue of the Americas 12th Floor New York, NY 10018 800-536-6652 ext. 140
REMARKS:	Please note the process server underlined, circled, initialed and/or highlighted the entity name being served prior to receipt by CT.
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 794146693090 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Christopher Tilton 111 Eighth Avenue 13th Floor New York, NY 10011 212-590-9070

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF _____

----------x

Plaintiff/Petitioner,

- against -

Index No. 157892/12

NOV 16 2012

Defendant/Respondent.

----------x

NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING

PLEASE TAKE NOTICE that the matter captioned above, which has been commenced by filing of the accompanying documents with the County Clerk, is subject to mandatory electronic filing pursuant to Section 202.5-bb of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) (3) of that Section.

The New York State Courts Electronic Filing System ("NYSCEF") is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and self-represented parties. Counsel and/or parties who do not notify the court of a claimed exemption (see below) as required by Section 202.5-bb(e) must immediately record their representation within the e-filed matter on the Consent page in NYSCEF. Failure to do so may result in an inability to receive electronic notice of document filings.

Exemptions from mandatory e-filing are limited to: 1) attorneys who certify in good faith that they lack the computer equipment and (along with all employees) the requisite knowledge to comply; and 2) self-represented parties who choose not to participate in e-filing. For additional information about electronic filing, including access to Section 202.5-bb, consult the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center at 646-386-3033 or efile@courts.state.ny.us.

Dated: _____

_____ (Signature)

_____ (Name)

_____ (Firm Name)

_____ (Address)

_____

_____ (Phone)

_____ (E-Mail)

To: _____

_____

_____

4/8/11

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

_____X

Craig Vickers,

Plaintiff,

Index No.: 157892/12
Date of Filing: NOV 1 0 2012
SUMMONS

Ford Motor Company,

Defendant.

_____X

AC

To the above named Defendant(s)

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney(s) within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or within thirty (30) days after completion of service, where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Plaintiff designates New York County Supreme Court as the place of trial. The basis of venue is: Defendant's place of business. Defendant is being served at 111 Eight Avenue New York, NY, 10011.

Fred Davis, Esquire
Kimmel & Silverman, P.C.
1001 Avenue of the Americas
12th Floor
New York, NY 10018
1-800-536-6652 ext. 140

Dated: 10-29-12

TO: Ford Motor Company
c/o CT Corporation System
111 Eighth Avenue (13 Fl)
New York, NY, 10011

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

X

Craig Vickers,

Plaintiff,

Index No.: 157892/12
Date of Filing: NOV 10 2012
SUMMONS

Ford Motor Company,

Defendant.

X

Plaintiff, by his attorneys Kimmel & Silverman, PC, complaining of the defendant herein, respectfully alleges as follows:

1. At all times hereinafter mentioned, plaintiff, Craig Vickers, was and still is a resident of the State of New York, 173 North 6th Street, Bethpage, NY 11714.

2. Upon information and belief, at all times herein mentioned, defendant, Ford Motor Company, was and still is a corporation qualified to do and regularly conduct business in the State of New York, with its address and principal place of business located at Ford Consumer Affairs, Dearborn, MI 48126, and can be served at c/o CT Corporation System, 111 Eight Avenue, New York, NY, 10011.

3. On or about 06/13/2010, Plaintiff purchased a new 2010 Ford F-150, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTEX1E8AFB43738.

4. At all times hereinafter mentioned the vehicle was purchased in the State of New York and is registered in the State of New York.

5. That 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 $22,018.39. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. That 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. That the above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. That 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. That 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. That during the first 24 months and/or 18,000 miles, Plaintiff complained on at least four (4) occasions about defects and or non-conformities relating to engine, oil light and stalling. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

AS AND FOR A FIRST CAUSE OF ACTION

11. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

12. Plaintiff, is a "Purchaser" as defined by the New York General Business Law e198-a(a)(1) et. seq. (hereinafter "The Lemon Law").

13. Defendant is a "Manufacturer" as referenced by The Lemon Law.

14. That Hasset Ford, Wantagh, is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles.

16. On or about 06/13/2010, Plaintiff took possession of the above-mentioned vehicle and experienced non-conformities as defined by The Lemon Law, which substantially impair the use, value and/or safety of the vehicle.

17. The non-conformities violate the express written warranties issued to Plaintiff by Defendant.

18. Section 198-a(c)(1) of the Lemon Law provides:

> If, within the period specified in subdivision (b) of this section, the manufacturer or its agents or authorized dealers are unable to repair or correct any defect or condition which substantially impairs the value of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer, at the option of the consumer, shall replace the motor vehicle with a comparable motor vehicle, or accept return of the vehicle from the consumer and refund to the consumer the full purchase price . . . .

19. Section 198-a(d) of the Lemon Law provides a presumption that a reasonable number of repair attempts have been undertaken if:

> (1) The same nonconformity, defect or condition has been subject to repair four or more times by the manufacturer or its agents or authorized dealers within the first eighteen thousand miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date, but such nonconformity, defect or condition continues to exist; or
>
> (2) The vehicle is out of service by reason of repair of one or more nonconformities, defects or conditions for a cumulative total of thirty or more calendar days during either period, whichever is the earlier date.

20. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than four (4) times for the same non-conformity, and the non-conformity remains uncorrected.

21. In addition, the above vehicle has or will be in the future out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

22. Plaintiff has delivered the non-conforming vehicle to an authorized service and repair facility of the manufacturer on numerous occasions. After a reasonable number of attempts, the manufacturer was unable to repair the non-conformities.

23. The vehicle continues to exhibit defects and nonconformities, which substantially impair its use, value, and/or safety as provided by the New York Lemon Law.

25. The non-conformities listed above substantially impair the value of the subject motor vehicle and continue to exist even after a reasonable number of repair attempts by the Defendant.

26. In addition, Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the dealer did not maintain records.

27. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of The New York Lemon Law.

28. Pursuant to The New York Lemon Law, Plaintiff seeks relief for losses due to the non-conformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees.

AS AND FOR A SECOND CAUSE OF ACTION

29. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

30. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

31. 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).

32. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

33. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

34. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

35. 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.

36. 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.

37. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

38. 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.

39. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

40. 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.

41. 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.

42. 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.

43. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

44. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

45. 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.

AS AND FOR A THIRD CAUSE OF ACTION

46. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

47. The sale of the subject vehicle to the Plaintiff under the misrepresentation that the vehicle was free from defects that would substantially impair the use, value, or safety of the vehicle represents an unlawful or deceptive trade practice under N.Y. Gen. Law § 349.

48. Defendant violated N.Y. Gen. Law § 349 in one or more of the following ways:

Making of fraudulent and/or negligent representations, as herein before alleged;

Representing the subject vehicle to be of good, merchantable quality, free from defects, when in fact it was not;

Representing that the repairs could be performed properly, within a reasonable time, when Defendant knew, or should have known that this was not the case;

Failing to reveal material facts including but not limited to the nature of the nonconformities and defects complained of herein; and

Failing to offer a refund of the purchase price of the subject vehicle in accordance with the applicable warranties.

49. Defendant is in the business of selling motor vehicle and therefore the violations are likely to affect the general public now and in the future.

50. Defendant violated the law willfully and knowingly.

WHEREFORE, the Plaintiff respectfully demands judgment against the defendant in a sum which exceeds the jurisdictional limits of al lower courts which would otherwise have jurisdiction; money damages in whatever amount the Plaintiff is found to be entitled, plus any interest, costs, incidental and consequential damages; Equitable relief including, but not limited

to, repurchase or replacement of the subject vehicle, and in the event that this Court finds Plaintiff is not entitled to repurchase or replacement; any other relief this Court deems just; and attorneys' fees.

RESPECTFULLY SUBMITTED,

Fred Davis, Esquire
Kimmel & Silverman, P.C.
1001 Avenue of the Americas
12th Floor
New York, NY 10018
1-800-536-6652 ext. 140

Dated: 10-24-12

STATE OF NEW YORK)

) SS.:

COUNTY OF NEW YORK)

I, Fred Davis, an attorney admitted to practice in the Courts of the State of New York, say that:

I am a member of the firm of KIMMEL & SILVERMAN, PC, the attorneys for plaintiff(s) in the within action;

I have read the annexed COMPLAINT and the same is true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true.

The reason I make this verification instead of plaintiff is that plaintiff resides outside of the county in which my office is located.

The source of my information and the grounds for my belief are based upon correspondence and reports of investigation in the files of my firm. I affirm the foregoing statements are true under penalties of perjury.

Dated:_____

_____
FRED DAVIS, ESQUIRE
Attorney for Plaintiff

PLAINTIFF VERIFICATION

STATE OF NEW YORK)

) SS.:

COUNTY OF ~~NEW YORK~~ Nassau)

Craig Vickers, being duly sworn deposes and says:

I am the plaintiff in the action herein; I have read the annexed VERIFIED COMPLAINT, I know the contents thereof and the same are true to my knowledge, except those matters herein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

Sworn before me this

15th Day of October 2012

Lois Lovisolo
NOTARY PUBLIC

Craig L. Vickers
Craig Vickers

LOIS LOVISOLO
Notary Public, State of New York
No 01LO5054548
Qualified in Nassau County
Commission Expires Jan 16, 2014

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Truck Service Center
1886 Seaford Avenue, Wantagh, NY 11793

ISTOMER NAME Craig L. Vickers DATE 6-13-10
ISTOMER ADDRESS 17 N 8th Street Bethpage NY ZIP CODE 11714
MAIL ADDRESS Craigvickers@yahoo.net SOC./SEC. NO. _____ SALESMAN T. Morale
IS. PHONE 516-571-7450 HOME PHONE 516-733-7[illegible] CELL PHONE 516-668-2210
LEASE ENTER MY ORDER FOR ONE: ☐ NEW ☐ USED ☐ DEMONSTRATOR STOCK # 14605

KE	MODEL	BODY TYPE	YEAR	DEL. DATE
Ford	F150	Pickup	2010	

LOR Black V.I.N. 1FTEX1E83AFB43738

IOTICE TO CONSUMER: IF THE VEHICLE IS NOT DELIVERED IN CCORDANCE WITH THIS AGREEMENT WITHIN 30 DAYS AFTER THE STIMATED DELIVERY DATE AND THE DELAY IS NOT ATTRIBUTABLE O YOU, YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT AND TO ECEIVE A FULL REFUND OF YOUR DEPOSIT."

USED VEHICLE DISCLOSURE STATEMENT - THE INFORMATION BUYER SEES ON THE F.T.C. WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

IMATED DELIVERY DATE	DELIVERY LOCATION	MILEAGE

IOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if principal prior use of the vehicle were as a police vehicle, taxicab, driver ucation vehicle or rental vehicle). The principal prior use of this vehicle was as: a police vehicle _____, a taxicab _____, a driver education hicle _____, or a rental vehicle _____.

LEASE		PURCHASE		
RM OF LEASE MONTHS		VEHICLE PRICE (+)	$ 33,777	00
LES ALLOWANCE PER YR TOTAL MILES		FACTORY INSTALLED EQUIPMENT (+)		
PAYMENT		STX Decor Pkg		
ST PAYMENT ☐ / SECURITY DEPOSIT ☐		Decor plus Pkg		
NK FEE		Pwr Equip Group		
WN PAYMENT / CAP COST REDUCTION		SAT-Radio Grp		
BATE / LEASE CASH				
SUBJECT TO PREFERRED CREDIT APPROVAL		DEALER INSTALLED EQUIPMENT AND SERVICES (+)		
CUSTOMER'S INITIALS: _____ DATE: _____				
MINIMUM DEPOSIT $500.00		TOTAL	$	

Please Sign to get inspection

THE TRADE-IN

w York State Law requires us to ept and manage waste tires from icles in exchange for an equal nber of new tires that we sell or all. We are required to charge a arate and distinct waste tire nagement and recycling fee of 50 for each new tire we sell. Any litional tire management recycling ts are included in the advertised e of the new tire.

DESCRIPTION				
YEAR 07	MILEAGE	MAKE Ford	MODEL 500SEL	COLOR Black
PLATE NO. X75936	EXP. DATE	V.I.N. 1FALP24117GB[illegible]		
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT		AMOUNT OWED	$	

LESS TRADE-IN CREDIT (–) (BUYER SEE 1 AND 6(b) ON BACK)	9500	
CASH PRICE	$ 24277	

TAXES AND OTHER FEES

YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE JRCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME NTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE TH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO OT ACCEPT THE TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND Y DEPOSIT WILL BE REFUNDED.

SPECIAL NOTICE TO CONSUMER

UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED OTOR VEHICLES, YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS RANSACTION. THE VALUE OF ANY VEHICLE YOU MAY HAVE TRADED-IN (IF THE SELLER HOOSES NOT TO RETURN IT TO YOU) SHALL NOT BE THE VALUE LISTED IN THIS OCUMENT. INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AUTO EALERS ASSOCIATION USED CAR GUIDE WHOLESALE VALUE OR OTHER GUIDE PPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR ILEAGE, IMPROVEMENTS AND ANY MAJOR PHYSICAL OR MECHANICAL DEFECTS.

SALES TAX 8.625 % (+)	2093	25
"Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). *THIS IS NOT A DMV FEE* $75.00" (+)	75	00
(+)		
INSPECTION FEE (+)	10	
NYS TIRE FEE (NON-TAXABLE) (+)	12	50
REBATE (–)	4250	
TOTAL CASH PRICE DELIVERED	$27318	35
LESS CASH DEPOSIT SUBMITTED WITH ORDER (–)		
PLUS BALANCE OWING ON TRADE-IN (+)		
CASH DUE ON DELIVERY (–)	$0	
AMOUNT FINANCED	$27318	35

he optional dealer registration or title application processing fee ($75.00 maximum) and special plate processing fee ($5.00 maximum) e not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may bmit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office. have read the terms on the back of this agreement and have received a completed copy of this agreement.

UYER'S SIGNATURE Craig L. Vickers DATE: _____

O-BUYER'S SIGNATURE _____ DATE: _____

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEAS... TION AND TITLE... INSTANCES, IT ... DUE THE COMM... THE DEALER ... WITHIN SIXTY D... TRATION AND ... OVERPAID FOR ...

ALL-STATE LEGAL®

PLAINTIFF'S EXHIBIT A

PE13-003 001814LCPV

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Wantagh, NY 11793
www.hassettautomotive.com

Sales/Service
516-785-7800

Truck Service Center
516-785-0000
1888 Seaford Avenue, Wantagh, NY 11793

DEAL#: 80344

DATE	INVOICE NO.	STOCK NO.
06/15/2010	61917	14865

SALESMAN NUMBER

SOLD TO [redacted]

ADDRES [redacted]

WANTAGH NY [redacted] S/C SCH#: CC

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2010	FORD TRUCK	X1E F150	NEW	1FTEX1E83AF[redacted]

SALESMAN JOHN CHRISTOPHER /1194 KEY NOS. 1185X /90412

INSURANCE COVERAGE INCLUDES

FIRE & THEFT ☐ ☐ PUBLIC LIABILITY - AMT.

COLLISION - AMT. DEDUCTIBLE ☐ ☐ PROPERTY DAMAGE - AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE
	MILEAGE: 8 MV-50 # 36797636	
	AS EQUIPPED TRANSFER OF PLATES $306.25	
	FULL TANK OF GAS	
	6/60 ESP PREM (100d)	
	[redacted]	
	NYS REQUIRED TIRE RECYCLING FEE ($2.50 PER TIRE)	

"Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). *THIS IS NOT A DMV FEE* *$75.00"
*The optional dealer registration or title application processing fee ($75.00 maximum) and special plate processing fee ($5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

A LOANER VEHICLE MAY BE SCHEDULED BY APPOINTMENT ONLY FOR WARRANTY SERVICE

DEALER FACILITY NO. R 7003673

"If this motor vehicle is classified as a used motor vehicle DEALER NAMED ABOVE, certifies that the entire vehicle is in condition and repair to render under normal use, satisfactory and adequate service upon the public highway at the time of delivery."

USED CAR TRADED

YEAR	MAKE	MODEL	VEHICLE IDENT OR SERIAL NO.
2007	FORD	FIVE HUNDRED	1FAHP241170[redacted]

BODY BK TRADE2: 90 FORD TRUCK BRONCO 1FMEU15N3LLA29320

PRICE OF CAR

DESCRIPTION		SALE
F150	1780	33777.00
PREM CARE		1595.00
[redacted]		
SALES TAX		1734.61
DOC. FEE NASSAU		2205.59
LICENSE AND TITLE		75.00
NYS INSPECTION		306.25
		10.00
TOTAL CASH PRICE		37968.34
INSURANCE		12.50
XXXXXXX TIRE F1 TOTAL TIME PRICE		37981.34

SETTLEMENT

DEPOSIT		200.00
CASH ON DELIVERY (CAR ACCTS. RECEIVABLE)		3306.25
REBATE(S)	112	4250.00
USED CAR ALLOWANCE		9800.00
PAYMENTS MONTHS 72 @ DOLLARS 329.59 PER MONTH		
TOTAL		37981.34

Always Bring Your Car Here For Factory Authorized Service

[redacted]

The Reynolds and Reynolds Company

TM-731-CUST

815LCPV

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
3FOZ	N.Y.S.I. INSPECTION	MI		50FOZZ10K	10000 MILE SERVICE	MO	
1FOZZ09K	9000 MILE SERVICE	MI		51FOZZ27K	27000 MILE SERVICE	MI	
1FOZZ33K	33000 MILE SERVICE	MI					

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
02/22/11	294584	7024	1070	651	I	06FOZ	ENGINE
				98	I	35FOZ	CUSTOMER REFUNDS
02/03/11	293362	6494	1186	1192	W	02FOZDIAG	BRAKES
				1192	C	00FOZ99P	*MULTI POINT INSP
06/14/10	279191	6	1099	616	I	17FOZ	PREP FOR DELIVERY
				616	I	23FOZZSAFETY	NYSI SAFETY INSPECTI

ALESPERSON NO. 1194 JOHN CHRISTOPHER MIO S E R V I C E STATE REG# 7003673

VEHICLE ID No.	YEAR / MAKE / MODEL	PROD. DATE	STOCK No.	LICENSE No.	R.O. No.
1FTEX1E83AF[redacted]8	10/FORD TRUCK/F-150 SERIES/SUPERCAB		14865		297419

[redacted]
OWNER # 151333943
[redacted]ETHPAGE, NY [redacted]

CUSTOMER No.	SERVICE CONTRACT	DEL. DATE	DEL. MILES	SELL DEALER No.	R.O. DATE
173461		06/15/10	8		04/05/11

COLOR	CONTRACT No.	EXP. DATE	EXP. MILES	TAG No.
TUXEDO BLK/MD STN		06/13/16	60,000	R120

TURBO	M/MC	A/C	P.S.	TRANS.	MILEAGE	ADVISOR No.	ADVISOR
	FOZZ				8,161	1186	ALESSANDRO BALSAMO

[redacted]
07:39am 04/05/11 06:00pm

POINTMENT
Yes
No

CELL: [redacted]

LABOR RATE 115.00

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X _____

COMMENTS :
RENTAL

W 35FOZ ***CUSTOMER REFUNDS***
CUSTOMER PAID RENTAL FOR REFUND

W 00FOZ99P ****MULTI POINT INSP***
PERFORM MULTI POINT INSPECTION

W 06FOZ ***ENGINE***
CUSTOMER STATES OIL LIGHT COMES ON THE DASH, VEHICLE STALLS INTERMITTENTLY PLEASE CHECK

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
B

ECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
FOZ	N.Y.S.I. INSPECTION	MI		60FOZZ25K	25000 MILE SERVICE	MO	
FOZZ24K	24000 MILE SERVICE	MO		61FOZZ27K	27000 MILE SERVICE	MI	
FOZZ33K	33000 MILE SERVICE	MT					

ERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
04/05/11	297419	8161	1186	651	W	35FOZ	CUSTOMER REFUNDS
				651	W	00FOZ99P	*MULTI POINT INSP
				651	W	06FOZ	ENGINE
				651	W	02FOZ	CHECK BRAKES
				651	W	00FOZGBK	BRAKES OK
				651	W	00FOZGTIRE	TIRES OK

LESPERSON NO. 1194

S E R V I C E

STATE REG# 7003673

VEHICLE ID No.	YEAR / MAKE / MODEL	PROD. DATE	STOCK No.	LICENSE No.	R.O. No.
1FTEX1E83AF[redacted]	10/FORD TRUCK/F-150 SERIES/SUPERCAB				326690

[redacted]

BETHPAGE, NY [redacted]

[redacted]

CUSTOMER No.	SERVICE CONTRACT	DEL. DATE	DEL. MILES	SELL DEALER No.	R.O. DATE
173461		06/15/10	8		07/16/12

COLOR	CONTRACT No.	EXP. DATE	EXP. MILES	TAG No.
TUXEDO BLK/MD STN		06/13/16	60,000	555

TURBO	M/MC	A/C	P.S.	TRANS.	MILEAGE	ADVISOR No.	ADVISOR
	FOZZ				21,263	1186	ALESSANDRO BALSAMO

TIME RECEIVED	DATE / TIME PROMISED	PRIORITY
07:37am	07/16/12 09:00pm	

OINTMENT		LABOR RATE
[redacted]	CELL: [redacted]	119.00

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X _____

COMMENTS :
DROP OFF

W 00FOZ99P ***MULTI POINT INSP***
PERFORM MULTI POINT INSPECTION

W 06FOZZ2 ***DRIVEABILITY CONCERN***
CUSTOMER STATES OIL PRESSURE LIGHT COMES ON AND VEHICLE STALLS, PLEASE CHECK AND ADVISE
HAPPENS INTERMITTENTLY, LAST TIME IT HAPPENED WAS FRIDAY

Hassett Of Wantagh Has it!

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ck Service Center: 516-785-0000
ts/Wholesale: 516-785-7200

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NYS R/S NO. R - 700 3673

Truck Service Center
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NYS R/S NO. R - 710 3950

CELL: [redacted]

TOMER NO. 173461	ADVISOR WILLIAM M LOSTRITT 742	TAG NO. 20	INVOICE DATE 07/31/12	INVOICE NO. LMCS327328
[redacted]	LABOR RATE 119.00 / LICENSE NO. / MILEAGE 21,510		COLOR TUXEDO BLK/	STOCK NO.
ETHPAGE, NY [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/F-150 SERIES/SUPERCAB		DELIVERY DATE 06/15/10	DELIVERY MILES 8
	VEHICLE I.D. NO. 1 F T E X 1 E 8 3 A F [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.T.E. NO. / P.O. NO.		R.O. DATE 07/25/12	
	COMMENTS			MO: 21514

BOR & PARTS----------

1 00FOZ99P *MULTI POINT INSP. HOURS: 0.00 TECH(S):1178 0.00
PERFORM MULTI POINT INSPECTION

RTS------QTY---FP-NUMBER----------DESCRIPTION----------UNIT PRICE-
JOB # 1 TOTAL PARTS 0.00
JOB # 1 TOTAL LABOR & PARTS 0.00

2 36FOZZ HASSETT LOANER CAR HOURS: TECH(S):1178 WARRANTY
PROVIDE HASSETT LOANER. PLEASE NOTE CUSTOMER RESPONSIBLE FOR RENTAL CHARGES BEYOND COMPLETION OF SERVICE TO THEIR VEHICLE PROVIDED LOANER CAR.

RTS------QTY---FP-NUMBER----------DESCRIPTION----------UNIT PRICE-
JOB # 2 TOTAL PARTS 0.00
JOB # 2 TOTAL LABOR & PARTS 0.00

3 06FOZ ENGINE HOURS: TECH(S):1178 WARRANTY
CUSTOMER STATES WHEN DRIVING SHORT OR LONG DISTANCES OIL LIGHT CAME ON AND ENGINE STALLED RESTARTS RIGHT AWAY CHECKED FOR MESSAGES CALLED HOTLINE RESISTANCE OUT OF SPEC FOR THROTTLE BODY REPLACED SAME

RTS------QTY---FP-NUMBER----------DESCRIPTION----------UNIT PRICE-
B # 3 1 9L3Z-9E926-FA THROTTL 370729 4*jj WARRANTY
JOB # 3 TOTAL PARTS 0.00
JOB # 3 TOTAL LABOR & PARTS 0.00

4+00FOZGBATT BATTERY OK HOURS: TECH(S):1178 0.00
BATTERY WEAR OK AT THIS TIME

RTS------QTY---FP-NUMBER----------DESCRIPTION----------UNIT PRICE-
JOB # 4 TOTAL PARTS 0.00
JOB # 4 TOTAL LABOR & PARTS 0.00

5+00FOZGBK BRAKES OK HOURS: TECH(S):1178 0.00
BRAKE LINING WEAR CHECKED. BRAKES WEARING OK AT THIS TIME.

RTS------QTY---FP-NUMBER----------DESCRIPTION----------UNIT PRICE-
JOB # 5 TOTAL PARTS 0.00
JOB # 5 TOTAL LABOR & PARTS 0.00

6+00FOZGTIRE TIRES OK HOURS: TECH(S):1178 0.00
TIRE TREAD WEAR CHECKED. TIRES WEARING OK AT THIS TIME.

RTS------QTY---FP-NUMBER----------DESCRIPTION----------UNIT PRICE-
JOB # 6 TOTAL PARTS 0.00
JOB # 6 TOTAL LABOR & PARTS 0.00

CUSTOMER

THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY, LABOR AND PARTS 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS FIRST. SELLER HEREBY LIMITS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, TO THE SAME PERIOD. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH, AND THE EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT.

WARRANTY

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE: UNLESS OTHERWISE SHOWN SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

PARTS SUB TOTAL	ALLOWANCE	DEALER PARTICIPATION	CUSTOMER PARTICIPATION OR DEDUCTIBLE
CLAIM CHGD OR DENIED	CLAIM RETURNED		

PRO RATE PERCENT	TOTAL LABOR	CORRECTED LABOR
PRO RATE PERCENT	TOTAL PARTS	CORRECTED PARTS
	TOTAL CLAIM	CORRECTED TOTAL

PAGE 1 OF 2 CUSTOMER COPY (CONTINUED ON NEXT PAGE) 08:20pm

Index No.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Craig Vickers,

Plaintiff,

against

Ford Motor Company,

Defendant.

SUMMONS AND VERIFIED COMPLAINT

Fred Davis, Esquire
Kimmel & Silverman, P.C.
1001 Avenue of the Americas
12th Floor
New York, NY 10018
1-800-536-6652 ext. 140

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed documents are not frivolous.

DATED: 10-24-12

FRED DAVIS, ESQUIRE

ALEX: PUT THIS FORM ON THE BACK SIDE OF THE COMPLAINT WITH THE WRITING FACING DOWN

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
4/12/2011 CLOSED	[redacted] CLP - IN - SERVICE REPAIR - AT RISK	1FTEX1E83AF[redacted] 798700541	2010 F-SERIES	04
4/7/2011 CLOSED	[redacted] MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY	1FTEX1E83AF[redacted] 798700541	2010 F-SERIES	01
4/7/2011 CLOSED	[redacted] MISC INQUIRY - CHANGE OF ADDRESS	1FTEX1E83AF[redacted] 798700541	2010 F-SERIES	02
2/23/2011 CLOSED	[redacted] ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	1FTEX1E83AF[redacted] 798700541	2010 F-SERIES	01

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTEX1E83AF[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 798700541
Name: [redacted] **Owner Status:** Original **WSD:** 2010-06-15
Symptom Desc: WARNING SYSTEM INDICATORS LOW TIRE PRESSURE **Primary Phone:** [redacted]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 04/08/2011

Action: TIER II ESCALATION - UNABLE TO DUPLICATE
Dealer: 11270 HASSETT FORD-LINCOLN **Origin Desc:** US CONCERN CASE BASE
Odometer: 8000 MI **Comm Type:** PHONE
Analyst Name: CATANZARO , CARMEN **Analyst:** CCATANZ1
Action Date: 04/07/2011 **Action Time:** 09.41.00.373 **Action Data:** No

Comments CUSTOMER SAID: --CUST SAYS OIL LIGHT COMES ON AND THE TRUCK SHUTS OFF---IT HAPPENED THE FIRST TIME MARCH AND AGAIN THIS ON MONDAY---CUST TOOK IT TO DLR ON TUESDAY--CUST SAYS DLR COULD NOT FIND PROBLEM---CUST HAS THE VEC NOW ISSUE IS NOT CURRENTLY HAPPENING ---CUST HAS TO DRIVE TO GEORGIA AT THE END OF MONTH BUT HE IS SCARED TO DRIVE THE TRUCK BECAUSE IT SHUTS OFF--CUST SAYS HE HAS TO PUT IT IN PARK THEN START AGAIN----CUST SAYS INTERMITTENT BUT UNSAFE ---CUST DOESN'T THINK THEY TRIED TO FIX IT FEELS IT MUST BE A SENSOR HASSETT FORD LINCOLN MERCURY3530 SUNRISE HWY.WANTAGH NY 11793(516) 785-7800CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE--- CONTACT NUMBER[redacted]--CRC ADVISED OF ABOVE AND OF FORDOWNER

Action: CREATE FOLLOW UP
Dealer: 11270 HASSETT FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8000 MI **Comm Type:** PHONE
Analyst Name: MCGREGOR,CYNTHIA **Analyst:** CMCGREG4
Action Date: 04/08/2011 **Action Time:** 11.26.02.876 **Action Data:** Yes

Comments CSM OBC TO CUSTOMER ==CUSTOMER SAID OIL LIGHT FLASHES AND VEH STALLED OUT ==THIS HAS HAPPENED 2 TIMES SINCE PURCHASE == CUSTOMER SAID AFTER VEHICLE GETS WET, 2 DAYS LATER IT HAPPENS==CSM OBC TO DLRSHP==SPOKE TO SEAN ==REQUESTED CUSTOMER CALL, MAKS AN APPT AND BRING VEH IN==CSM WILL FOLLOW UP ON TUESDAY==SEE IF PROBLEM HAS BEEN VERIFIED

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-12-2011
TIME OF FOLLOW UP (HH:MM):	16:30

Action: CUSTOMER DOES NOT WISH TO ADDRESS AT THIS TIME
Dealer: 11270 HASSETT FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8000 MI **Comm Type:** PHONE
Analyst Name: MCGREGOR,CYNTHIA **Analyst:** CMCGREG4
Action Date: 04/12/2011 **Action Time:** 11.55.36.428 **Action Data:** No

Comments CSM OBC TO CUSTOMER==CUSTOMER SAID HE DID NOT BRING VEHICLE BACK IN BECAUSE STALLING HAS NOT HAPPENED AGAIN. CUSTOMER SAID HE IS WORRIED ABOUT LONG TRIPS WITH THIS VEHICLE BUT DOES NOT WANT TO TAKE IT BACK TO DLRSHP. CASE CLOSED

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All Action Details for Issue

Print

VIN: 1FTEX1E83AF[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 798700541
Name: [redacted] **Owner Status:** Original **WSD:** 2010-06-15
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: ESP OFFER
Dealer: **Origin Desc:** MANUAL - PHONE CSR
Odometer: 8000 MI **Comm Type:** PHONE
Analyst Name: CATANZARO , CARMEN **Analyst:** CCATANZ1
Action Date: 04/07/2011 **Action Time:** 09.41.48.423 **Action Data:** Yes

Comments NO COMMENTS AVAILABLE

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	COVERAGE QUESTION - WARRANTY/RECALL/ESP
ESP OFFER ACTIONS:	CUSTOMER REFERRED TO FLMOWNER.COM

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTEX1E83AF[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 798700541
Name: [redacted] **Owner Status:** Original **WSD:** 2010-06-15
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: 8000 MI **Comm Type:** PHONE
Analyst Name: CATANZARO , CARMEN **Analyst:** CCATANZ1
Action Date: 04/07/2011 **Action Time:** 09.28.50.506 **Action Data:** No

Comments CUSTOMER PROFILE UPDATE

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All Action Details for Issue

Print

VIN: 1FTEX1E83AF[redacted] **Year:** 2010 **Model:** F-SERIES **Case:** 798700541
Name: [redacted] **Owner Status:** Original **WSD:** 2010-06-15
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED **Primary Phone:** [redacted]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED **Secondary Phone** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 006700 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 02/23/2011 **Action Time:** 22.11.10.495 **Action Data:** No

Comments DISPATCH COMPLETE

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GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	CG1C9007 NHL			**Received:**	07/27/2012
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X4 ,F150 ,SUP CAB,STYSD ,1FTEX1E83AF[redacted]			**Build Date:**	01/24/2010
Odometer :	24,519 M	**Engine:**	4.6L 3V	**Calibration:**	AF614D0A
Transmission:	6R80E	**Axle:**	3800F3.55C	**A/C:**	YES
Dealer:	USA 11270 Hassett Ford-Lincoln			**Phone#:**	(516) 785-7800
City:	Wantagh	**State:**	New York	**Country :**	USA

Originator: JAMES STENBORG

Symptom: 5 52 3 39 DRV PERF,STALLS/QUITS,CRUISE/STEADY,INTERMITTENT

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: INT STALL

Fix: **Causal Component :**

Condition Code:

Hotliner: CGAMMON **Phone:** 000 317-9281 **Regn Cd:** N1 New York

Engineering: **Phone:** **TAR:**

Dlr Contact: JAMES STENBORG **Phone:** 000 000-0000 **Title Cde:** T

PE13-003 001825LCPV

KOEO:
KOEC:
KOER:
Comments:

REPAIR 07/27/2012 11:20AM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:CUSTOMER STATES THE OIL PRESSURE LIGHT COMES ON AND THE ENGINE STALL DIAGNOSTICS: NO DTCS COULD NOT VERIFY CONCERN ON ROAD TEST PARTS REPLACED:NONE TECH QUESTION:ANY KNOW CONCERNS

RECOMM 07/27/2012 11:20AM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE
JIMMY, THE STALL MY BE CAUSING THE OIL LIGHT DUE TO A DROP IN PRESSURE. THERE ARE NO SPECIFIC KNOWN CONCERNS FOR THIS MODEL/YEAR AND STALLING. A STICKING EVAP PURGE VALVE HAS CAUSED STALLING BUT THIS WOULD NORMALLY BE AT IDLE. THE ETB IS A POSSIBLE CAUSE BUT AGAIN THIS IS NORMALLY SEEN AT IDLE OR DECEL. IF ABLE TO DUPLICATE CAPTURE A DATALOGGER RECORDING OF ALL THE PRE-SELECTED PIDS, THIS WILL PROVIDE YOU THE OPPORTUNITY TO REVIEW IN DETAIL. IF DUPLICATION IS NOT POSSIBLE A VDR CAN BE INSTALLED AND THE CUSTOMER ADVISED ON HOW TO CAPTURE A RECORDING.

REPAIR 11/20/2012 04:02PM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:CUSTOMER STATES ENGINE STALLS AT TIMES. THIS SUPPOSEDLY HAPPENED 3 OR 4 TIMES OVER THE LAST 4
MONTHS DIAGNOSTICS: SELF TEST PCM. NO CODES IN SYSTEM. RUN OASIS FOR TSBS/SSMS. INSPECT MAF ELEMENT FOR DEBRIS PARTS REPLACED:THROTTLE BODY REPLACED 7/25/12 TECH QUESTION:KNOWN CONCERN. I CAN NOT VERIFY PROBLEM.

RECOMM 11/20/2012 04:02PM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE
JOHN EVEN WITH THE LACK OF DEBRIS ON THE MAF SENSOR, VERIFY PROPER MAF VOLTAGE IS PRESENT. NORMAL MAF VOLTAGE FOR THIS VEHICLE IS .7-1.0 VOLTS AT IDLE AND OVER 4.0 VOLTS AT WIDE OPEN THROTTLE (WOT). IF A MAF CONCERN IS SUSPECTED, REPLACE THE MAF, RESET KEEP ALIVE MEMORY (KAM)

AND RETEST. CLOSELY INSPECT THE ETB HARNESS FOR ANY CHAFING CONCERNS. IF FOUND, REPAIR BY OVERLAYING THE SUSPECTED CIRCUITS PIN TO PIN (WITH NEW PINS) AND RETEST. IF THE CONCERN CAN BE DUPLICATED, VERIFY FUEL PRESSURE DOES NOT DROP OFF DURING THE CONCERN. NORMAL FUEL PRESSURE FOR THIS VEHICLE IS 55-60 PSI. IF A FUEL PRESSURE CONCERN IS VERIFIED, THE FUEL PUMP WOULD BE THE LIKELY CAUSE. ALSO VERIFY FUEL QUALITY. IF THE FUEL SAMPLE APPEARS CLOUDY OR SIGNS OF DEBRIS ARE SEEN, COMPLETELY DRAIN AND FLUSH THE FUEL TANK, RE-FILL WITH FRESH FUEL AND RE-EVALUATE THE CONCERN.

AUDIT **11/20/2012 04:02PM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE**

ODOMETER 21510 M CHANGED TO 24519 M BY BGRAHA43

Download Options

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

Requester: MVALLA
Report Summary
Server: ECCWS686

Ford Proprietary, Private

29-Nov-2012
Retention: None

BBB AUTO LINE
4200 Wilson Boulevard, Suite 800
Arlington, VA 22203-1838
Phone 800.955.5100 Fax: 703.247.9700

Council of Better Business Bureaus, Inc.

August 16, 2007

Re:FDC20 FRD0749272 [redacted] vs Ford Motor Corporation

[redacted]
BETHPAGE NY [redacted]

Dear Madam/Sir:

Recently you contacted the Ford Motor Company regarding your vehicle. We sent you a *Customer Claim Form* and asked you to return it. We have not received the completed form back from you. If you would like to file a claim, please complete the form and return it so that we receive it within **14 days** from the date of this letter.

Because we are very interested in the outcome of your complaint, if you choose not to return the *Claim Form* to us, please take a few moments to indicate your reason below and return this letter to us:

____ My problem has been resolved.

____ My problem has not been resolved, but I do not wish to pursue my complaint through BBB AUTO LINE.

IF YOU HAVE ALREADY RETURNED YOUR DOCUMENTS, PLEASE DISREGARD THIS LETTER. Your documents can be faxed to 703.247.9700. If you have any questions, you can contact me at 800.955.5100 .

Sincerely,

Teri Gibson at Extension 511

BBB AUTO LINE
4200 Wilson Boulevard, Suite 800
Arlington, VA 22203-1838
Phone 800.955.5100 Fax: 703.247.9700

Council of Better Business Bureaus, Inc.

August 1, 2007

RE: [redacted] vs Ford Motor Corporation # FRD0749272

[redacted]
BETHPAGE NY [redacted]

Dear [redacted]

The Better Business Bureau works with consumers and the Ford Motor Company to resolve warranty concerns. This letter is to acknowledge your contact in reference to your automotive complaint and includes instructions and forms for filing with the BBB AUTO LINE program.

Please review the information outlined below and follow the instructions carefully:
Step 1: Read the enclosed *Program Summary*. This will explain the following:

What claims are eligible and the remedies available through the program;
What information will be considered in evaluating your claim

Please note if you would like to review the programs rules and policies, please visit http://www.dr.bbb.org/autoline/alprocess.asp .

Step 2: Review the enclosed *Customer Claim Form*. Please complete the packet including the grid to give details about each vehicle problem on which your claim is based. This form must be signed by all titled owners of the vehicle.

Step 3: Please provide one clear copy of the following documents, preferably on standard size paper:

Sales or lease agreement containing the vehicle purchase price, sales tax, and other expenses associated with the purchase or lease; financing agreement, if any.

Current vehicle registration

All repair orders and work orders for repairs to the vehicle. Please include proof of payment if you are seeking reimbursement.

Step 4: Attach one copy of the documents listed in Step 3 to the signed *Customer Claim Form*. Please use a paperclip rather than stapling the documents. DO NOT SEND originals.

Step 5: Please fax your completed packet to 703-247-9700 or mail to:
BBB AUTO LINE,
4200 Wilson Boulevard, Suite 800
Arlington, VA 22203.
If possible, please use a large size envelope so you do not have to fold documents.

BBB AUTO LINE staff is here to help you and Ford resolve your concerns. Please call me at 800-955-5100 if you have any questions.

Sincerely,

Teri Gibson at Extension 511

Customer Claim Form

Contact Date: 08/01/07 Start Date: Case Number : FRD0749272

Have you contacted the mfr regarding your claim? ☒ YES ☐ NO
Have you previously filed a claim on this vehicle with the BBB or another dispute resolution provider? ☐ YES ☒ NO
If yes, name of provider: _____ Date: _____ Case Number: _____

Titled Owner(s) Name&Address

[redacted]
BETHPAGE, NY [redacted]
[redacted]

Evening Phone: Cell Phone:
Fax Number: E-mail Address:
Customer Contact Info:

Vehicle Information

Name(s) of individual(s) or business that appear on vehicle title: Craig Vickers
Vehicle Use: ☐Personal ☐Business☐Both Percentage of time vehicle used for business purposes:
Transmission Type: Number of vehicles owned or leased by the business:
Make: Ford Model: Five Hundred Model Year: 2007 Current Mileage: 0
Vehicle Identification Number: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Servicing Dealer/City/State : COUNTRY FORD LTD, LEVITTOWN NY
Selling Dealer/City/State : COUNTRY FORD LTD, LEVITTOWN, NY
Insurance Carrier : _____ Policy Number: _____
Has vehicle been in an accident/had body damage? Yes __ No X Date of accident:
Description of Damage :

Purchase/Lease Information *(Complete left side if vehicle was purchased or right side if vehicle was leased)*

Purchase Date: Mileage at purchase:
Purchased As : ☒ New ☐ Used ☐ Demo
Is the vehicle in your possession? yes
Lienholder's Name: _____
Address: _____
City/St/Zip: _____
Phone: ( ) -
Lienholder Acct # : _____

Lease Date: Mileage at lease:
Leased As : ☐ New ☐ Used ☐ Demo
Is the vehicle in your possession?
Leasing Company's Name:
Address:
City/St/Zip:
Phone:
Leasing Company's Acct #:

Customer's Desired Outcome *(Describe what you want done to resolve your concern)*

Signature of Titled Owner(s)/Lessee(s): _____ Date _____
I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under BBB AUTO LINE Arbitration Rules.

Return the Form to: BBB AUTO LINE, 4200 Wilson Blvd., Suite 800, Arlington Va, 22203-1838

Customer Name: [redacted]

Case Number: FRD0749272

First Repair Attempt (any reported problem) Date:_____ Mileage: 0

Last Repair Attempt (last reported problem) Date:_____ Mileage:_____

Total Days out of Service: _____

Problems – describe each symptom (List primary problem first)	Current? (Yes or No)	Servicing Dealer(s)	Repair Date	Mileage on Date	Days Out of Service

If you need additional space, please attach a separate sheet of paper following the above outline.

INSTRUCTIONS TO THE CUSTOMER

Step 1
Read the enclosed ***Program Summary*** and the other information regarding the BBB AUTO LINE process.

Step 2
Review and sign the ***Customer Claim Form***. Make sure all information on the form is accurate. If any information is missing or incorrect, please write the corrections or additions directly on the form using black ball point ink.

Please complete a section of the enclosed grids for each problem. If you fail to list problems now, they may not be able to be added later in the program. We can not accept forms which state "please see attached repair orders." You must take the time to complete the form and grid. Please attach additional sheets if the grid does not provide enough space.

Please make sure the VIN (vehicle identification number) is noted and correct. Make corrections to the VIN right on this form.

All titled owners of the vehicle must sign the *Customer Claim Form*.
Step 3
Make one *clear* copy of the following documents, preferably on 8.5" X 11" standard paper:

Sales Agreement/ Purchase Invoice containing the cash purchase price, sales tax and other miscellaneous expenses associated with your purchase; or,

Lease Agreement (obtain requested information from the lessor);

Current ***Vehicle Registration;*** (necessary to provide proof of ownership) and,

Repair Orders that relate to your claim, including proof of payment if you are seeking reimbursement.

Copies of any *notice(s)* sent to the manufacturer, along with any *confirmation(s) of receipt*.

Step 4
Paper clip (do not staple) your copy of the documents listed above in Step 3 to the signed ***Customer Claim Form***. All documents you submit will be scanned into a computer. We will keep electronic copies of any documents you send, and we will dispose of the hard copies. You may wish to make a complete set of copies for your file before mailing. **Do not send originals. We are not able to return any documents to you.**

Step 5
Do not fold your documents. Place all your documentation in a suitable size envelope and mail to the address provided on the ***Customer Claim Form***. You should return this information to us no later than seven days after you receive this package or you may fax it to us at 703.247.9700.

Reminder Checklist for Submission of Information to BBB AUTO LINE

Proper completion of the Customer Claim Form (CCF) and submission of the requested documents is critical to the processing of your claim. Please use and submit this checklist with your completed packet.

Confirm You have Provided all Requested Information by Checking each Box

- ☐ Listed the primary concern for filing your complaint on the first line of the CCF (2nd page of CCF);
- ☐ Listed **all** concerns you want considered on the 2nd page of the CCF. Do not attach work orders without listing each problem individually on the CCF;
- ☐ Listed the Vehicle Identification Number, current mileage; and your desired outcome on the CCF- along with all other requested information;
- ☐ **All** titled owners have signed the Customer Claim Form;
- ☐ Included a copy of your current vehicle registration;
- ☐ Included a copy of your sales or lease **and** financing agreement;
- ☐ Included copies of relevant work orders;
- ☐ Included any other information that will help us fully understand your claim and what you are seeking

Special Note: If you do not have copies of your work orders, sales/lease agreement and finance agreement, please contact your dealer or financial institution for assistance.

Thank you for taking the time to properly submit your information. The complete information should be submitted to us at: BBB AUTO LINE, 4200 Wilson Blvd., Suite 800, Arlington, VA 22203 or via fax at 703 247 9700.

BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – New York

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

AGE/MILEAGE REQUIREMENTS

Claims covered by the New York lemon law must be filed with BBB AUTO LINE within four years after the date of the vehicle's original delivery to a customer.

Claims not covered by the New York lemon law and seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims not covered by the New York lemon law and seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

ELIGIBLE VEHICLES

Claims may be filed within the lemon law filing period for Ford, Lincoln, and Mercury cars and light trucks that are covered by the New York lemon law.

Claims may also be filed for Ford, Lincoln, and Mercury cars and light trucks that are **not** covered by the New York lemon law if they are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;
- Currently registered in New York; and

PE13-003 001835LCPV

- Purchased or leased in the United States and normally operated in the United States.

Unless covered by the New York lemon law, the following vehicles are not eligible for BBB AUTO LINE:

- F-450, F-550, and F-650 pick-up trucks.
- Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

- Repairs.
- A Ford Extended Service Plan for the customer's current vehicle.
- Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- Repurchase of the vehicle.
- Replacement of the vehicle.

REPAIRS/REIMBURSEMENT FOR REPAIRS

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

REPURCHASE/REPLACEMENT

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets all elements of the New York lemon law **or** meets the following conditions:

- The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles -- whichever occurs first -- after the vehicle's warranty start date; and

- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and

- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

If the arbitrator finds that the claim meets these conditions **or** meets all elements of the New York lemon law, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

PE13-003 001836LCPV

Repurchase of an Owned Vehicle

Ford will refund the following amounts when repurchasing an owned vehicle:

1. The full purchase price (cash plus any trade-in allowance); and
2. Fees and charges, including but not limited to all license fees, registration fees and any similar governmental charges;
3. Less an allowance for the customer's use of the vehicle in excess of the first 12,000 miles of operation;
4. Less a reasonable allowance for any damage not attributable to normal wear and tear or improvements.

The refund will not include any sales tax paid by the customer, though the customer may receive a refund of such sales tax by applying to the Commissioner of Taxation and Finance.

Repurchase of a Leased Vehicle

Ford will refund the following amounts when repurchasing a leased vehicle:

To the lessor –

1. The lease price, consisting of (a) the lessor's actual purchase cost, (b) the freight cost (if applicable), (c) the cost for accessories (if applicable), (d) any fee paid to obtain the lease, and (d) an amount equal to 5% of the actual purchase cost;
2. Less the aggregate deposit and rental payments paid to the lessor for the leased vehicle.

To the lessee --

1. The aggregate deposit and rental payments paid to the lessor;
2. Any trade-in allowance; and
3. Fees and charges, including but not limited to all license fees, registration fees and any similar governmental charges;
4. Less "service fees", meaning that portion of the lease payments attributable to:
   a. Interest on the rental payments previously paid at an annual rate equal to two points above the prime rate in effect on the date of the lease execution; and
   b. Any insurance or other costs paid by the lessor for the benefit of the lessee.

Replacement

Ford will replace the vehicle with a comparable motor vehicle from dealer inventory. If the customer chooses a ***new*** replacement vehicle, the customer may be required to pay for the customer's use of the current vehicle and/or the difference in Manufacturer's Suggested Retail Price between the current and replacement vehicles.

PE13-003 001837LCPV

Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator finds that the claim meets all elements of the New York lemon law, then the **repurchase** award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage in excess of 12,000}}{100{,}000} \times \text{purchase price}$$

- If the arbitrator awards a **replacement** in a claim that does **not** meet all elements of the New York lemon law, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100{,}000} \times \text{purchase price}$$

- If the arbitrator awards a **repurchase** in a claim that does **not** meet all elements of the New York lemon law, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100{,}000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  (1) maintenance and wear items not covered by the Warranty;

PE13-003 001838LCPV

(2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;

(3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and

(4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford Motor Co.

- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

PE13-003 001839LCPV

STANDARDS OF THE NEW YORK LEMON LAW
New Car Lemon Law

The following is a brief explanation of most relevant provisions of the New York lemon law. The complete text of the lemon law can be found at N.Y. Gen. Bus. Law Section 198-a.

VEHICLES COVERED

The New York lemon law applies to motor vehicles that are subject to a manufacturer's express warranty at the time of original delivery and are either:

1. Purchased, leased or transferred in New York within the first 18,000 miles of operation or two years from date of original delivery, whichever is earlier; or

2. Registered in New York.

The lemon law does not cover motorcycles or off-road vehicles, and does not apply to the living facilities of motor homes.

CONSUMERS COVERED

The lemon law covers the following "consumers":

1. The purchaser, lessee or transferee, other than for purposes of resale, of a motor vehicle used primarily for personal, family or household purposes; or

2. Any other person entitled by the terms of the manufacturer's warranty to enforce its obligations.

The lemon law also covers the subsequent transferee.

VEHICLE CONVERTERS

The lemon law does not apply to vehicle converters.

PROBLEMS COVERED

The lemon law covers any defect or condition that substantially impairs the value of the motor vehicle to the consumer. This is referred to as a *nonconformity*. The lemon law does not cover a defect or condition that is the result of abuse, neglect or unauthorized modifications or alterations of the motor vehicle.

COVERAGE PERIOD OF THE NEW YORK LEMON LAW

The lemon law covers vehicles during the first 18,000 miles of operation or during the period of 2 years following the date of original delivery of the motor vehicle, whichever is the earlier date.

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PE13-003 001840LCPV

MANUFACTURER'S DUTY TO REPAIR A VEHICLE

The manufacturer's obligation to repair is limited to a covered vehicle also meeting both of the following:

1. The vehicle was sold, leased or transferred to a consumer in New York; **and**

2. The vehicle is registered in New York at the time of the requested repair.

If a motor vehicle that is sold and registered in New York does not conform to all express warranties, the consumer must report the nonconformity to the manufacturer, its agent or its authorized dealer during the first 18,000 miles of operation or during the period of two years following the date of the motor vehicle's original delivery to a consumer, whichever is earlier. The manufacturer, its agent or its authorized dealer must correct the nonconformity at no charge to the consumer, even if the 18,000 miles/two years period has expired.

If the notification is received by the manufacturer's agent or authorized dealer, the agent or dealer must forward the written notice within 7 days to the manufacturer by certified mail, return receipt requested, and must include in the notice a statement indicating whether repairs have been undertaken.

MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

The New York lemon law provides that a manufacturer must replace or repurchase a motor vehicle (other than a motor home) if either of the following occurs:

1. REFUSAL TO REPAIR

   If a motor vehicle that is sold and registered in New York does not conform to all express warranties, the consumer must report the nonconformity to the manufacturer, its agent or its authorized dealer during the first 18,000 miles of operation or during the period of two years following the date of the motor vehicle's original delivery to a consumer, whichever is earlier.

   If the notification is received by the manufacturer's agent or authorized dealer, the agent or dealer must forward the written notice within 7 days to the manufacturer by certified mail, return receipt requested, and must include in the notice a statement indicating whether repairs have been undertaken.

   If an authorized dealer refuses to undertake repairs within 7 days of receipt of the consumer's notice, the consumer may send written notice of this refusal to the manufacturer by certified mail, return receipt requested. The manufacturer has 20 days from receipt of this notice to commence the repairs. If within the 20 day period the manufacturer or its agent fails to commence repairs, then the manufacturer must, at the consumer's option either replace or repurchase the motor vehicle.

   OR

2. INABILITY TO REPAIR

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If the manufacturer or its authorized dealers are unable after a reasonable number of attempts to repair or correct any nonconformity after a reasonable number of attempts during the first 18,000 miles of operation or during the period of two years following the date of the motor vehicle's original delivery to a consumer, whichever is earlier, the manufacturer must, at the consumer's option, either replace or repurchase the motor vehicle.

The consumer has the option of returning the motor vehicle to the dealer or other authorized agent of the manufacturer who sold the vehicle to the consumer, or to the dealer or other authorized agent who attempted to repair or correct the nonconformity that necessitated the return. The consumer cannot be subject to any further shipping charges.

A manufacturer must repurchase or replace a **motor home** if either of the following occurs:

1. REFUSAL TO REPAIR

   If an agent or authorized dealer of a motor home manufacturer, or a repair shop to which the manufacturer referred a consumer, refuses to undertake repairs within 7 days of receipt of notice by a consumer of a nonconformity within the first 18,000 miles of operation or during the period of two years following the date of the motor home's original delivery to the consumer, whichever is earlier, the consumer may send written notice of this refusal to the motor home manufacturer by certified mail, return receipt requested. The motor home manufacturer, its dealer or the referred repair shop has 20 days from receipt of this notice to commence the repairs. If within the 20 day period the motor home manufacturer, its dealer or the referred repair shop fails to commence repairs, then the motor home manufacturer must, at the consumer's option either replace or repurchase the motor vehicle.

   OR

2. INABILITY TO REPAIR

   If the motor home manufacturer, its agent or authorized dealer, or a repair shop to which the manufacturer referred a consumer are unable to repair or correct any covered nonconformity after a reasonable number of attempts within the first 18,000 miles of operation or during the period of two years following the date of the motor vehicle's original delivery to a consumer, whichever is earlier, the motor home manufacturer must, at the consumer's option, either replace or repurchase the motor vehicle.

   For motor homes, a repair attempt will not be counted if the repair facility is not authorized by the applicable motor home manufacturer to perform warranty work on the identified nonconformity. It will count as only one repair attempt for a motor home if the same nonconformity is addressed a second time due to the consumer's decision to continue traveling and to seek repair of the same nonconformity at another repair facility rather than wait for the initial repair to be completed.

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REASONABLE NUMBER OF REPAIR ATTEMPTS

In determining whether the manufacturer has had a reasonable number of attempts to repair or correct a nonconformity, the New York lemon law creates a *presumption* that a reasonable number of attempts have been made if, during the first 18,000 miles of operation or during the period of two years following the date of the motor vehicle's original delivery to a consumer, whichever is earlier, either of the following occurs:

1. The same nonconformity has been subject to repair four or more times by the manufacturer or its agents or authorized dealers, but the nonconformity, defect or condition continues to exist; or

2. The vehicle is out of service by reason of repair of one or more nonconformities for a cumulative total of thirty or more calendar days.

The presumption does not require a consumer to establish that the defect continued to exist until the hearing date. Rather, the presumption obligates a consumer to establish that the vehicle was subject to repair at least four times and that the same defective condition remained unresolved after the fourth attempt[1].

ADDITIONAL NOTICE PROVISIONS APPLYING TO A MOTOR HOME

If, during the first 18,000 miles of operation or during the period of two years following the date of the motor vehicle's original delivery to a consumer, whichever is earlier, the same covered nonconformity has been subject to repair two times or the motor home has been out of service by reason of repair for 21 days, the consumer must report this to the motor home manufacturer or its authorized dealer by certified mail, return receipt requested. After the motor home has been out of service by reason of three repair attempts or for at least 36 days, the consumer may institute any proceeding or other action pursuant to the lemon law.

This special notification requirement will apply only if the manufacturer or its authorized dealer provides a copy of this requirement to the consumer and the consumer acknowledges receipt in writing. If the consumer has received notice and fails to comply with the special notification requirements, then additional repair attempts or days out of service will not be taken into account in determining whether the consumer is entitled to replacement or repurchase. But any additional repair attempts or days out of service that occur after the consumer complies with the special notification requirements will be taken into account.

A repair attempt will not be counted if the repair facility is not authorized by the applicable motor home manufacturer to perform warranty work on the identified nonconformity. It will count as only one repair attempt for a motor home if the same nonconformity is addressed a second time due to the consumer's decision to continue traveling and to seek repair of the same nonconformity at another repair facility rather than wait for the initial repair to be completed.

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[1] *Matter of DaimlerChrysler Corp. v. Spitzer*, 2006 N.Y. LEXIS 3658 (N.Y. 2006)

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DISPUTE RESOLUTION

If a manufacturer has established an informal dispute settlement mechanism, the mechanism must comply with the provisions of the lemon law. The lemon law provisions requiring repurchase or replacement after an inability to repair do not apply to a consumer who has not first resorted to the mechanism.

The consumer has the option of submitting any dispute under the lemon law to an alternate arbitration mechanism administered by the New York Attorney General's Office.

TIME PERIOD FOR FILING CLAIMS

An action must be commenced within 4 years of the date of the motor vehicle's original delivery to the consumer.

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REMEDIES UNDER THE NEW YORK LEMON LAW

REPURCHASE OF OWNED VEHICLES

The New York lemon law sets out the following amounts that a manufacturer must pay when it repurchases an owned vehicle under the lemon law:

1. The full purchase price (cash plus any trade-in allowance); and
2. Fees and charges, including all license fees, registration fees and any similar governmental charges;
3. Less an allowance for the consumer's use of the vehicle in excess of the first 12,000 miles of operation;
4. Less a reasonable allowance for any damage not attributable to normal wear and tear or improvements.

The manufacturer is not required to refund any sales tax paid by the consumer. The lemon law provides that the consumer may receive a refund of such sales tax by applying to the Commissioner of Taxation and Finance. In addition, information provided by the Attorney General's Office indicates the refund will not include other expenses or charges, such as loss of use, insurance premiums and finance charges.

The allowance for the consumer's use of the vehicle is to be determined in accordance with the "mileage deduction formula", defined as:

$$\text{Deduction} = \frac{\text{Mileage in excess of 12,000 miles}}{100,000} \times \text{purchase price}$$

Refunds are made to the consumer and lienholder, if any, as their interests may appear on the records of ownership kept by the Department of Motor Vehicles.

REPURCHASE OF LEASED VEHICLES

The New York lemon law sets out the following amounts that a manufacturer must pay when it repurchases a leased vehicle under the lemon law:

To the lessor –

1. The lease price, consisting of (a) the lessor's actual purchase cost, (b) the freight cost (if applicable), (c) the cost for accessories (if applicable), (d) any fee paid to obtain the lease, and (d) an amount equal to 5% of the actual purchase cost;
2. Less the aggregate deposit and rental payments paid to the lessor for the leased vehicle.

To the lessee –

1. The aggregate deposit and rental payments paid to the lessor;
2. Any trade-in allowance; and

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3. Fees and charges, including but not limited to all license fees, registration fees and any similar governmental charges;

4. Less "service fees" (defined below);

5. Less an allowance for the consumer's use of the vehicle in excess of the first 12,000 miles of operation;

6. Less a reasonable allowance for any damage not attributable to normal wear and tear or improvements.

"Service fees" are defined as that portion of the lease payments attributable to:

1. Interest on the rental payments previously paid at an annual rate equal to two points above the prime rate in effect on the date of the lease execution; and

2. Any insurance or other costs paid by the lessor for the benefit of the lessee.

The allowance for the consumer's use of the vehicle is to be determined in accordance with the "mileage deduction formula", defined as:

$$\text{Deduction} = \frac{\text{Mileage in excess of 12,000 miles}}{100,000} \times \text{lease price}$$

The terms of the lease are deemed terminated contemporaneously with the date of the arbitrator's decision, and no penalty for early termination is assessed.

REPLACEMENT

When replacing a vehicle under the New York lemon law, the manufacturer must replace the vehicle with a comparable motor vehicle. The reasonable allowance for use does not apply to a replacement.

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The following notices must be given to consumers and arbitrators by informal dispute settlement mechanisms in New York:

NEW CAR LEMON LAW BILL OF RIGHTS

(1) IN ADDITION TO ANY WARRANTIES OFFERED BY THE MANUFACTURER, YOUR NEW CAR, IF PURCHASED AND REGISTERED IN NEW YORK STATE, IS WARRANTED AGAINST ALL MATERIAL DEFECTS FOR EIGHTEEN THOUSAND MILES OR TWO YEARS, WHICHEVER COMES FIRST.

(2) YOU MUST REPORT ANY PROBLEMS TO THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER.

(3) UPON NOTIFICATION, THE PROBLEM MUST BE CORRECTED FREE OF CHARGE.

(4) IF THE SAME PROBLEM CANNOT BE REPAIRED AFTER FOUR OR MORE ATTEMPTS; OR IF YOUR CAR IS OUT OF SERVICE TO REPAIR A PROBLEM FOR A TOTAL OF THIRTY DAYS DURING THE WARRANTY PERIOD; OR IF THE MANUFACTURER OR ITS AGENT REFUSES TO REPAIR A SUBSTANTIAL DEFECT OR CONDITION WITHIN TWENTY DAYS OF RECEIPT OF NOTICE SENT BY YOU TO THE MANUFACTURER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED; THEN YOU MAY BE ENTITLED TO EITHER A COMPARABLE CAR OR A REFUND OF YOUR PURCHASE PRICE, PLUS LICENSE AND REGISTRATION FEES, MINUS A MILEAGE ALLOWANCE ONLY IF THE VEHICLE HAS BEEN DRIVEN MORE THAN 12,000 MILES. SPECIAL NOTIFICATION REQUIREMENTS MAY APPLY TO MOTOR HOMES.

(5) A MANUFACTURER MAY DENY LIABILITY IF THE PROBLEM IS CAUSED BY ABUSE, NEGLECT, OR UNAUTHORIZED MODIFICATIONS OF THE CAR.

(6) A MANUFACTURER MAY REFUSE TO EXCHANGE A COMPARABLE CAR OR REFUND YOUR PURCHASE PRICE IF THE PROBLEM DOES NOT SUBSTANTIALLY IMPAIR THE VALUE OF YOUR CAR.

(7) IF A MANUFACTURER HAS ESTABLISHED AN ARBITRATION PROCEDURE, THE MANUFACTURER MAY REFUSE TO EXCHANGE A COMPARABLE CAR OR REFUND YOUR PURCHASE PRICE UNTIL YOU FIRST RESORT TO THE PROCEDURE.

(8) IF THE MANUFACTURER DOES NOT HAVE AN ARBITRATION PROCEDURE, YOU MAY RESORT TO ANY REMEDY BY LAW AND MAY BE ENTITLED TO YOUR ATTORNEYS FEES IF YOU PREVAIL.

(9) NO CONTRACT OR AGREEMENT CAN VOID ANY OF THESE RIGHTS.

(10) AS AN ALTERNATIVE TO THE ARBITRATION PROCEDURE MADE AVAILABLE THROUGH THE MANUFACTURER, YOU MAY INSTEAD CHOOSE TO SUBMIT YOUR CLAIM TO AN INDEPENDENT ARBITRATOR, APPROVED BY THE ATTORNEY GENERAL. YOU MAY HAVE TO PAY A FEE FOR SUCH AN ARBITRATION. CONTACT YOUR LOCAL CONSUMER OFFICE OR ATTORNEY GENERAL'S OFFICE TO FIND OUT HOW TO ARRANGE FOR INDEPENDENT ARBITRATION.

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NEW MOTOR HOME LEMON LAW BILL OF RIGHTS

(1) IN ADDITION TO ANY WARRANTIES OFFERED BY THE MANUFACTURER, YOUR NEW MOTOR HOME, IF PURCHASED AND REGISTERED IN NEW YORK STATE, IS WARRANTED AGAINST ALL MATERIAL DEFECTS FOR EIGHTEEN THOUSAND MILES OR TWO YEARS, WHICHEVER COMES FIRST. HOWEVER, THIS ADDITIONAL WARRANTY DOES NOT APPLY TO THE LIVING FACILITIES OF MOTOR HOMES, WHICH ARE THE PORTIONS THEREOF DESIGNED, USED OR MAINTAINED PRIMARILY AS LIVING QUARTERS AND SHALL INCLUDE, BUT NOT BE LIMITED TO THE FLOORING, PLUMBING SYSTEM AND FIXTURES, ROOF AIR CONDITIONER, FURNACE, GENERATOR, ELECTRICAL SYSTEMS OTHER THAN AUTOMOTIVE CIRCUITS, THE SIDE ENTRANCE DOOR, EXTERIOR COMPARTMENTS, AND WINDOWS OTHER THAN THE WINDSHIELD AND DRIVER AND FRONT PASSENGER WINDOWS.

(2) YOU MUST REPORT ANY PROBLEMS TO THE MANUFACTURER, ITS AGENT, OR AUTHORIZED DEALER.

(3) UPON NOTIFICATION, THE PROBLEM MUST BE CORRECTED FREE OF CHARGE.

(4) IF, WITHIN THE FIRST EIGHTEEN THOUSAND MILES OF OPERATION OR DURING THE PERIOD OF TWO YEARS FOLLOWING THE DATE OF ORIGINAL DELIVERY OF THE MOTOR VEHICLE TO SUCH CONSUMER, WHICHEVER IS THE EARLIER DATE THE MANUFACTURER OF A MOTOR HOME OR ITS AGENTS OR ITS AUTHORIZED DEALERS OR REPAIR SHOPS TO WHICH THEY REFER A CONSUMER ARE UNABLE TO REPAIR OR CORRECT ANY COVERED DEFECT OR CONDITION WHICH SUBSTANTIALLY IMPAIRS THE VALUE OF THE MOTOR HOME TO THE CONSUMER AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MOTOR HOME MANUFACTURER, AT THE OPTION OF THE CONSUMER, SHALL REPLACE THE MOTOR HOME WITH A COMPARABLE MOTOR HOME, OR ACCEPT RETURN OF THE MOTOR HOME FROM THE CONSUMER AND REFUND TO THE CONSUMER THE FULL PURCHASE PRICE OR, IF APPLICABLE, THE LEASE PRICE AND ANY TRADE-IN ALLOWANCE, PLUS FEES AND CHARGES, AS WELL AS THE OTHER FEES AND CHARGES, INCLUDING BUT NOT LIMITED TO ALL LICENSE FEES, REGISTRATION FEES, AND ANY SIMILAR GOVERNMENTAL CHARGES, LESS AN ALLOWANCE FOR THE CONSUMER'S USE OF THE VEHICLE IN EXCESS OF TWELVE THOUSAND MILES TIMES THE PURCHASE PRICE, OR THE LEASE PRICE IF APPLICABLE, OF THE VEHICLE DIVIDED BY ONE HUNDRED THOUSAND MILES, AND A REASONABLE ALLOWANCE FOR ANY DAMAGE NOT ATTRIBUTABLE TO NORMAL WEAR OR IMPROVEMENTS.

(5) SPECIAL NOTICE PROVISION: IF WITHIN EIGHTEEN THOUSAND MILES OR TWO YEARS, WHICHEVER COMES FIRST, THE SAME COVERED NONCONFORMITY, DEFECT OR CONDITION IN YOUR MOTOR HOME HAS BEEN SUBJECT TO REPAIR TWO TIMES OR YOUR MOTOR HOME HAS BEEN OUT OF SERVICE BY REASON OF REPAIR FOR TWENTY-ONE DAYS, WHICHEVER COMES FIRST, YOU MUST HAVE REPORTED THIS TO THE MOTOR HOME MANUFACTURER OR ITS AUTHORIZED

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DEALER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND YOU MAY INSTITUTE ANY PROCEEDING OR OTHER ACTION PURSUANT TO THE LEMON LAW IF THE MOTOR HOME HAS BEEN OUT OF SERVICE BY REASON OF THREE REPAIR ATTEMPTS OR FOR AT LEAST THIRTY-SIX DAYS. THIS SPECIAL NOTICE REQUIREMENT SHALL ONLY APPLY IF THE MANUFACTURER OR ITS AUTHORIZED DEALER PROVIDES WRITTEN COPY OF THE REQUIREMENTS OF THIS PARAGRAPH TO YOU AND RECEIPT OF NOTICE IS ACKNOWLEDGED BY YOU IN WRITING. IF YOU FAIL TO COMPLY WITH THE SPECIAL NOTIFICATION REQUIREMENTS OF THIS PARAGRAPH, ADDITIONAL REPAIR ATTEMPTS OR DAYS OUT OF SERVICE BY REASON OF REPAIR SHALL NOT BE TAKEN INTO ACCOUNT IN DETERMINING WHETHER YOU ARE ENTITLED TO A REMEDY PROVIDED IN PARAGRAPH FOUR. HOWEVER, ADDITIONAL REPAIR ATTEMPTS OR DAYS OUT OF SERVICE BY REASON OF REPAIR THAT OCCUR AFTER YOU COMPLY WITH SUCH SPECIAL NOTIFICATION REQUIREMENTS SHALL BE TAKEN INTO ACCOUNT IN MAKING THAT DETERMINATION. NOTICE TO THE MANUFACTURER SHOULD BE SENT TO THE FOLLOWING: NOTICE TO THE DEALER SHOULD BE SENT TO THE FOLLOWING:

(6) A MANUFACTURER MAY DENY LIABILITY IF THE PROBLEM IS CAUSED BY ABUSE, NEGLECT, OR UNAUTHORIZED MODIFICATIONS OF THE MOTOR HOME.

(7) A MANUFACTURER MAY REFUSE TO EXCHANGE A COMPARABLE MOTOR HOME OR REFUND YOUR PURCHASE PRICE IF THE PROBLEM IS NOT COVERED BY THE LEMON LAW OR DOES NOT SUBSTANTIALLY IMPAIR THE VALUE OF YOUR MOTOR HOME.

(8) IF A MANUFACTURER HAS ESTABLISHED AN ARBITRATION PROCEDURE, THE MANUFACTURER MAY REFUSE TO EXCHANGE A COMPARABLE MOTOR HOME OR REFUND YOUR PURCHASE PRICE UNTIL YOU FIRST RESORT TO THE PROCEDURE.

(9) IF THE MANUFACTURER DOES NOT HAVE AN ARBITRATION PROCEDURE, YOU MAY RESORT TO ANY REMEDY BY LAW AND MAY BE ENTITLED TO YOUR ATTORNEY'S FEES IF YOU PREVAIL.

(10) NO CONTRACT OR AGREEMENT CAN VOID ANY OF THESE RIGHTS.

(11) AS AN ALTERNATIVE TO THE ARBITRATION PROCEDURE MADE AVAILABLE THROUGH THE MANUFACTURER, YOU MAY INSTEAD CHOOSE TO SUBMIT YOUR CLAIM TO AN INDEPENDENT ARBITRATOR, APPROVED BY THE ATTORNEY GENERAL. YOU MAY HAVE TO PAY A FEE FOR SUCH ARBITRATION. CONTACT YOUR LOCAL CONSUMER OFFICE OR ATTORNEY GENERAL'S OFFICE TO FIND OUT HOW TO ARRANGE FOR INDEPENDENT ARBITRATION.

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[redacted]

CT Corporation

Service of Process Transmittal

03/11/2011
CT Log Number 518170470

TO: Chris Dzbanski
Ford Motor Company
One American Road, WHQ 433-E3
Dearborn, MI 48126

RE: **Process Served in Pennsylvania**

FOR: Ford Motor Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Letter, Cover Sheets, Waivers, Notice to Defend, Complaint, Verification, Exhibits
COURT/AGENCY:	Lackawanna County, Court of Common Pleas, PA Case # 11CV1354
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - Failure to repair and/or correct defects on a 2011 Lincoln MKZ, VIN: 3LNHL2JC5BR[redacted]
ON WHOM PROCESS WAS SERVED:	CT Corporation System, Harrisburg, PA
DATE AND HOUR OF SERVICE:	By Certified Mail on 03/11/2011 postmarked on 03/08/2011
JURISDICTION SERVED :	Pennsylvania
APPEARANCE OR ANSWER DUE:	Within 20 days
ATTORNEY(S) / SENDER(S):	Robert A. Rapkin Kimmel & Silverman, P.C. 30 East Butler Pike Ambler, PA 19002 215-540-8888
REMARKS:	Postmark may not be legible on scanned image.
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 796859726465 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	CT Corporation System
PER:	Sabra Dudding
ADDRESS:	116 Pine Street 3rd Floor, Suite 320 Harrisburg, PA 17101
TELEPHONE:	717-234-6004

OFFICE OF THE GENERAL COUNSEL
11 MAR 14 P4:35
LITIGATION PRACTICE GROUP

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ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

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Member, NJ Bar
Member, DE Bar
Member, NY Bar
Member, MA Bar
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F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 325, Dayville, CT 06241, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

PLEASE REMIT ALL CORRESPONDENCE TO THE WESTERN PA OFFICE

March 7, 2011

Ford Motor Company
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

Re: [redacted] v. Ford Motor Company
Lackawanna County Docket No.: 11CV1354

Dear Sir or Madam:

Enclosed please find a copy of the above-referenced *Complaint* that has been filed against Ford Motor Company in the Court of Common Pleas, Lackawanna County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please submit the enclosed to your legal department. A responsive pleading is due 20 days after the receipt of this complaint.

Very truly yours,

Robert A. Rapkin
KIMMEL & SILVERMAN, P.C.

RAR/jh
Enclosures

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

LACKAWANNA County

For Prothonotary Use Only:	
Docket No: 11CV1354	

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:
- [x] Complaint
- [ ] Writ of Summons
- [ ] Petition
- [ ] Notice of Appeal
- [ ] Transfer from Another Jurisdiction
- [ ] Declaration of Taking

Lead Plaintiff's Name: Jacob Waide

Lead Defendant's Name: Ford Motor Company

[ ] **Check here if you are a Self-Represented (Pro Se) Litigant**

Name of Plaintiff/Appellant's Attorney: Robert A. Rapkin, Esq.

Are money damages requested? : [x] Yes [ ] No

Dollar Amount Requested: (Check one) [x] within arbitration limits [ ] outside arbitration limits

Is this a *Class Action Suit*? [ ] **Yes** [x] **No**

SECTION B

Nature of the Case: Place an "X" to the left of the **ONE** case category that most accurately describes your ***PRIMARY CASE.*** If you are making more than one type of claim, check the one that you consider most important.

TORT *(do not include Mass Tort)*
- [ ] Intentional
- [ ] Malicious Prosecution
- [ ] Motor Vehicle
- [ ] Nuisance
- [ ] Premises Liability
- [ ] Product Liability *(does not include mass tort)*
- [ ] Slander/Libel/ Defamation
- [ ] Other:

MASS TORT
- [ ] Asbestos
- [ ] Tobacco
- [ ] Toxic Tort - DES
- [ ] Toxic Tort - Implant
- [ ] Toxic Waste
- [ ] Other:

PROFESSIONAL LIABLITY
- [ ] Dental
- [ ] Legal
- [ ] Medical
- [ ] Other Professional:

CONTRACT *(do not include Judgments)*
- [ ] Buyer Plaintiff
- [ ] Debt Collection: Credit Card
- [ ] Debt Collection: Other
- [ ] Employment Dispute: Discrimination
- [ ] Employment Dispute: Other
- [x] Other: Lemon Law

REAL PROPERTY
- [ ] Ejectment
- [ ] Eminent Domain/Condemnation
- [ ] Ground Rent
- [ ] Landlord/Tenant Dispute
- [ ] Mortgage Foreclosure
- [ ] Partition
- [ ] Quiet Title
- [ ] Other:

CIVIL APPEALS

Administrative Agencies
- [ ] Board of Assessment
- [ ] Board of Elections
- [ ] Dept. of Transportation
- [ ] Zoning Board
- [ ] Statutory Appeal: Other

Judicial Appeals
- [ ] MDJ - Landlord/Tenant
- [ ] MDJ - Money Judgment
- [ ] Other:

MISCELLANEOUS
- [ ] Common Law/Statutory Arbitration
- [ ] Declaratory Judgment
- [ ] Mandamus
- [ ] Non-Domestic Relations Restraining Order
- [ ] Quo Warranto
- [ ] Replevin
- [ ] Other:

IN THE COURT OF COMMON PLEAS OF LACKAWANNA COUNTY, PENNSYLVANIA

JACOB WAIDE,

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

CIVIL DIVISION

NO.: 11CV1354

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:
Jacob Waide

COUNSEL OF RECORD FOR THIS PARTY:

Robert A. Rapkin, Esquire
Identification No. 61628

KIMMEL & SILVERMAN, P.C.
210 Grant Street, Suite 202
Pittsburgh PA 15219
(412) 566-1001

WRIT WAIVED

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

LACKAWANNA County

For Prothonotary Use Only:	
Docket No:	

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Lead Plaintiff's Name: Jacob Waide

Lead Defendant's Name: Ford Motor Company

[ ] **Check here if you are a Self-Represented (Pro Se) Litigant**

Name of Plaintiff/Appellant's Attorney: Robert A. Rapkin, Esq.

Are money damages requested? : [x] Yes [ ] No

Dollar Amount Requested: (Check one) [x] within arbitration limits [ ] outside arbitration limits

Is this a *Class Action Suit*? [ ] **Yes** [x] **No**

SECTION B

Nature of the Case: Place an "X" to the left of the **ONE** case category that most accurately describes your ***PRIMARY CASE.*** If you are making more than one type of claim, check the one that you consider most important.

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- [ ] Intentional
- [ ] Malicious Prosecution
- [ ] Motor Vehicle
- [ ] Nuisance
- [ ] Premises Liability
- [ ] Product Liability *(does not include mass tort)*
- [ ] Slander/Libel/ Defamation
- [ ] Other:

MASS TORT
- [ ] Asbestos
- [ ] Tobacco
- [ ] Toxic Tort - DES
- [ ] Toxic Tort - Implant
- [ ] Toxic Waste
- [ ] Other:

PROFESSIONAL LIABLITY
- [ ] Dental
- [ ] Legal
- [ ] Medical
- [ ] Other Professional:

CONTRACT *(do not include Judgments)*
- [ ] Buyer Plaintiff
- [ ] Debt Collection: Credit Card
- [ ] Debt Collection: Other
- [ ] Employment Dispute: Discrimination
- [ ] Employment Dispute: Other
- [x] Other: Lemon Law

REAL PROPERTY
- [ ] Ejectment
- [ ] Eminent Domain/Condemnation
- [ ] Ground Rent
- [ ] Landlord/Tenant Dispute
- [ ] Mortgage Foreclosure
- [ ] Partition
- [ ] Quiet Title
- [ ] Other:

CIVIL APPEALS

Administrative Agencies
- [ ] Board of Assessment
- [ ] Board of Elections
- [ ] Dept. of Transportation
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Judicial Appeals
- [ ] MDJ - Landlord/Tenant
- [ ] MDJ - Money Judgment
- [ ] Other:

MISCELLANEOUS
- [ ] Common Law/Statutory Arbitration
- [ ] Declaratory Judgment
- [ ] Mandamus
- [ ] Non-Domestic Relations Restraining Order
- [ ] Quo Warranto
- [ ] Replevin
- [ ] Other:

IN THE COURT OF COMMON PLEAS OF LACKAWANNA COUNTY, PENNSYLVANIA

JACOB WAIDE,	CIVIL DIVISION
Plaintiff,	
vs.	NO.:
FORD MOTOR COMPANY,	
Defendant.	**COMPLAINT IN CIVIL ACTION**

Filed on behalf of Plaintiff:
Jacob Waide

COUNSEL OF RECORD FOR THIS PARTY:

Robert A. Rapkin, Esquire
Identification No. 61628

KIMMEL & SILVERMAN, P.C.
210 Grant Street, Suite 202
Pittsburgh PA 15219
(412) 566-1001

WRIT WAIVED

IN THE COURT OF COMMON PLEAS OF LACKAWANNA COUNTY, PENNSYLVANIA
CIVIL DIVISION

JACOB WAIDE, **Plaintiff,** **vs.** **FORD MOTOR COMPANY,** **Defendant.**	**No.:**

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service
Lackawanna Bar Association
338 North Washington Avenue
Scranton, PA 18503
(570) 969-9161

PE13-003 001857LCPV

IN THE COURT OF COMMON PLEAS OF LACKAWANNA COUNTY, PENNSYLVANIA
CIVIL DIVISION

JACOB WAIDE, **Plaintiff,** **vs.** **FORD MOTOR COMPANY,** **Defendant.**	**No.:**

COMPLAINT

1. Plaintiff, Jacob Waide, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, Po Box 100, Hamlin, PA 18427.

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about December 08, 2010, Plaintiff leased a new 2011 Lincoln MKZ, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 3LNHL2JC5BR759188.

4. The vehicle was leased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

PE13-003 001858LCPV

5. The lease price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than $38,594.56. 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 4-year / 50,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Check Engine Light On, Vehicle Will Not Go Over 10MPH and Vehicle Hesitates. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

11. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

12. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

13. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

14. Coccia Ford Lincoln Mercury is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

15. On or about December 08, 2010, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

16. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

17. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

> If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchasers use of the vehicle, not exceeding $.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

18. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

> (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
>
> (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

19. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

20. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

21. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

22. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

23. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

24. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

25. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

26. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

27. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

30. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

31. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

32. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

33. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

34. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

PE13-003 001862LCPV

35. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

36. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

37. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

38. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

39. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

41. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

42. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

43. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

44. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

45. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

46. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

47. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

48. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

49. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

50. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

> (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
>
> (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
>
> (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
>
> (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
>
> (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

51. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

52. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

53. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

54. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of , together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: _____

Robert A. Rapkin, Esquire
Attorney for Plaintiff
210 Grant Street, Suite 202
Pittsburgh PA 15219
(412) 566-1001

V E R I F I C A T I O N

I, Robert A. Rapkin, being duly sworn according to law, depose and say that I am the attorney for the Plaintiff, in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that any false statements made herein are subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff

PE13-003 001867LCPV

1-800-727-7000

FordCredit

www.fordcredit.com

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)

JACOB WAIDE

507 EASTON TPKE PO BOX 100
HAMLIN PA 18427
WAYNE COUNTY

LESSOR (Name and Address)

COCCIA FORD LINCOLN MERCURY
577 E. MAIN ST.
WILKES BARRE PA 18702

"Finance Company" is FORD MOTOR CREDIT CO. The **"Holder"** is LAB EAST LLC and its assigns

By signing **"You"** (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear Care Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."
If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	5	LINCOLN 2011 MKZ AWD	3LNHL2JC5BR759188	PERSONAL

1. Amount Due At Lease Signing or Delivery (Itemized Below) *

$ 9958.96

2. Payments

(a) Monthly Payments

Your first monthly payment of $ 283.96
is due on 12/07/2010, followed by 36 payments of $ 283.96 due on the 7 day of each month. The total of Your monthly payments is $ 10222.56.

(b) Advance Payment

Your Payment of $ NA
is due on NA
The total of Your payment is $ NA

3. Other Charges (not part of Your monthly payment)

Disposition fee (if You do not purchase the Vehicle) $ NA

NA

Total $ NA

4. Total of Payments (The amount You will have paid by the end of the lease)

$ 19897.56

Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	$	9323.51
b. First monthly payment		283.96
c. Advance payment		NA
d. Refundable security deposit		NA
e. Title fees		27.50
f. Registration fees		21.00
g. Acquisition fee		NA
h. DOCUMENTARY FEE		123.00
i.		NA
j. REDUCTION TAX		174.99
k.		NA
l. P.A. TIRE FEE		5.00
m.		NA
Total	$	9958.96

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	$	2904.20
b. Rebates and noncash credits		5175.00
c. Amount to be paid in cash		2295.00
d. FIRST MONTHLY PAYMENT		283.96
Total	$	9958.96

7. Your payment is determined as shown below:

a. **Gross capitalized cost.** The agreed upon value of the Vehicle ($ 37999.56) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (Itemized below - Item 19) **		$ 38594.56
b. **Capitalized cost reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	−	9323.51
c. **Adjusted capitalized cost.** The amount used in calculating Your base payment	=	29271.05
d. **Residual value.** The value of the Vehicle at the end of the lease used in calculating Your base payment	−	20827.50
e. **Depreciation and any amortized amounts.** The amounts charged for the Vehicle's decline in [illegible] for other items paid over the lease term	=	8443.55
f. **Rent charge.** The amount charged in addition to the depreciation and any amortized amounts	+	934.81
g. **Total of base payments.** The depreciation and any amortized amounts plus the rent charge	=	9378.36
h. **Lease payments.** The number of payments in Your lease	÷	36
i. **Base payment**	=	260.51
j. **Sales / Use tax**		[illegible]

ALL-STATE LEGAL® PLAINTIFF'S EXHIBIT A

☐ Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

☐ _____

_____

3. OFFICIAL FEES AND TAXES $ 1144.39.
he estimated total amount You will pay for official and license fees, egistration, title and taxes over the term of Your lease, whether included with our monthly payments or assessed otherwise. The actual total of fees and axes may be higher or lower depending on the tax rates in effect or the value f the leased property at the time a fee or tax is assessed.

4. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during his lease. This insurance must be acceptable to Finance Company and protect ou and Holder with (a) comprehensive fire and theft insurance with a **aximum deductible** amount of **$1,000; and (b)** collision and upset isurance with a **maximum deductible** of **$1,000; and (c)** automobile ability insurance with **minimum limits** for bodily injury or death of 15,000 for any one person and $ 30,000 r any one accident, and $ 5,000 for property damage.
ou will list the Holder as additional insured and loss payee under the insurance olicy unless Lessor or Finance Company specifies otherwise. You must give nance Company evidence of this insurance. (See Item 24 on back)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance $ NO (Initial Coverage) $ NO **(Premium)** _____ (Insured(s))

_____ (Insurance Company)

Lessee: X _____ Co-Lessee: X _____

b. Credit Disability Insurance $ NO (Monthly Coverage) $ NO **(Premium)** _____ (Insured(s))

_____ (Insurance Company)

Lessee: X _____ Co-Lessee: X _____

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within **10 days** after it is due. The charge is **7.5%** of the full amount of the scheduled payment or **$50.00** whichever is less.

17. LESSOR SERVICES NO
(See Item 22 on back) NO

18. Returned Check Charge You agree to pay a returned check charge of $ NO for each check, draft, or other order of payment that is dishonored for any reason.

19. Itemization of Gross Capitalized Cost

greed Upon Value the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
37999.56	+ $ NA	+ $ NA	+ $ NA	+ $ NA	+ $ 595.00	+ $ NA
						Total Gross Capitalized Cost
$ NA	+ $ NA	+ $ NA	+ $ NA	+ $ NA	+ $ NA	= $ 38594.56

SIGNATURES AND IMPORTANT NOTICES

mportant Notice: If You do not meet Your contractual obligations, You may lose the right to lease and use the Vehicle, as well as Your security deposit.

odification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this ise must be in writing and signed by You and Finance Company.

ssee: _____ By: X _____ Title: _____

-Lessee: _____ By: X _____ Title: _____

OU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON HE REVERSE SIDE OF THIS CONTRACT.

OTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in copy of this lease. You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

JACOB WAIDE

ssee: _____ By: X _____ Title: _____

-Lessee: _____ By: X _____ Title: _____

ssor and Lessee are hereby notified that Holder has assigned to QI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.
ssor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

sor: _____ By: X _____ Title: _____

19037-P MAY 10
19037-APP
vious editions may NOT be used.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - LESSOR PLY 4 - CO-LESSEE/GUARANTOR

COCCIA FORD LINCOLN MERCURY

577 EAST MAIN STREET
WILKES-BARRE, PA 18702
570-823-8888 FAX 570-823-6484
WWW.COCCIACARS.COM

67613WAI

	VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
JACOB WAIDE 507 EASTON TPKE PO BOX 100 HAMLIN PA 18427	3LNHL2JC5BR759188	2377	02/11/11	67613 A

YEAR	MAKE	MODEL	COLOR	TAG NO.
11	LINCOLN	MKZ AWD	ING SILV M	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
890695		570-689-0695	- -	L9937	00/00/00	432	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
72.00	12/08/10	5	2375	02/02/11	12/08/10	JWAIDE@ECHOES.NET

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

Warranty Claim Type: F Authorization Code:

TOTAL-CUSTOMER NoCharge

CUSTOMER COPY - PAGE 02

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CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer's representative.

(SIGNED) DEALER, GENERAL (DATE)

ALL-STATE LEGAL® PLAINTIFF'S EXHIBIT B

COCCIA FORD LINCOLN MERCURY

577 EAST MAIN STREET
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570-823-8888 FAX 570-823-6484
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67613WAI

[redacted]
HAMLIN PA [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
3LNHL2JC5BR[redacted]	2377	02/11/11	67613 A

YEAR	MAKE	MODEL	COLOR	TAG NO.
11	LINCOLN	MKZ AWD	ING SILV M	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
890695		[redacted]	- -	L9937	00/00/00	432	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
72.00	12/08/10	5	2375	02/02/11	12/08/10	[redacted]

LINE OP.CODE FAIL-CD TECH. HOURS/QTY TYPE AMOUNT

A
Com THIS IS A CONCERN RESOLUTION REPAIR SVC MGMT TO BE INVOLVED AT WR
ITE UP
Cor MEMO
CONCERN C32
Line Total.....

B
Com CUSTOMER STATES CHECK ENGINE LIGHT IS ON AGAIN (3RD TIME) SEE HISTORY
Cor TECH VERIFIED CONCERN, PERFORM DIAGNOSTIC TEST FOR CODES, PERFORM
NECESSARY PINPOINT TESTSM CHECKED FOR ANY POOR CONNECTIONS. CALLED
** HOTLINE, SUBMITTED ALL DOCUMENTATION TO ENGINEERING/TECH ASSIST.
WAS INFORMED TO REPLACE PCM, TECH REPLACED POWER CONTROL MODULE ASSY
RFETEST SYSTEM, CLEAR ANY CODES, RESET. RD TEST UPON COMPLETION

A56
AE5Z 12A650 DNC MODULE - ENG 1 W
Line Total.....

C +
Com LOANER
Cor LOANER
LOANER C32
Line Total.....

CUSTOMER COPY - PAGE 01

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

COCCIA FORD LINCOLN MERCURY

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66585WAI

[redacted]
HAMLIN PA [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
3LNHL2JC5BR[redacted]	1560	01/11/11	66585

YEAR	MAKE	MODEL	COLOR	TAG NO.
11	LINCOLN	MKZ AWD	ING SILV M	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
890695		[redacted]	- -	L9937	00/00/00	432	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
72.00	12/08/10	5	1559	01/07/11	12/08/10	[redacted]

LINE OP.CODE FAIL-CD TECH. HOURS/QTY TYPE AMOUNT

A
Com CUSTOMER STATES CHECK ENGINE LIGHT ON AND VEHICLE WILL NOT GO OVER 10M
ILES PER HOUR VEHICLE BEING TOWED IN
Cau VEHICLE WAS TOWED IN, VERIFIED CONCERN, MIL LIGHT ON, PERFORM IDS
TEST FOR CODES, CALLED HOTLINE. REPLACED THROTTLE BODY ASSY RETEST
Cor VEHICLE WAS TOWED IN, VERIFIED CONCERN, MIL LIGHT ON. PERFORMED IDS
TEST FOR CODES, CODE P2112 P2104. CALLED HOTLINE, WAS INFORMED TO
** REPLACE THROTTLE BODY ASSY. TECH REPLACED THROTTLE BODY ASSY AS
NEEDED. RETEST SYSTEM CLEAR CODES RESET LIGHT RD TEST UPON COMPLETION

A56
7T4Z 9E926 FA THROTTLE BODY 1 W
Line Total.....

B
Com THIS IS A CONCERN RESOLUTION REPAIR SVC MGMT TO BE INVOLVED AT WR
ITE UP
Cor MEMO ONLY
CONCERN C32
Line Total.....

Warranty Claim Type: F Authorization Code:

CUSTOMER COPY - PAGE 01

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

COCCIA FORD LINCOLN MERCURY

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[redacted]
[redacted] PA [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
3LNHL2JC5BR[redacted]	1560	01/11/11	66585

YEAR	MAKE	MODEL	COLOR	TAG NO.
11	LINCOLN	MKZ AWD	ING SILV M	00000

CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS
890695		[redacted]	- -	L9937	00/00/00	432	CASH

CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
[redacted]	12/08/10	5	1559	01/07/11	12/08/10	[redacted]

LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
				TOTAL-CUSTOMER		NoCharge

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COCCIA FORD LINCOLN MERCURY

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WILKES-BARRE, PA 18702
570-823-8888 FAX 570-823-6484
WWW.COCCIACARS.COM

[redacted]
HAMLIN PA [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
3LNHL2JC5BR[redacted]	468	12/17/10	65649

YEAR	MAKE	MODEL	COLOR	TAG NO.
11	LINCOLN	MKZ AWD	ING SILV M	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
890695		[redacted]	- -	L9937	00/00/00	432	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
72.00	12/08/10	5	467	12/17/10	12/08/10	[redacted]

LINE	OP CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

A *
Com CUSTOMER STATES CHECK ENGINE LIGHT IS ON, SEEMS TO BE HESITATING
Cau TECH VERIFIED CONCERN, PERFORMED IDS TEST FOR ANY CODES, CODE P2112, A
S PER TSB 10-21-6 REPLACED THROTTLE BODY RETEST CLEAR CODE
Cor TECH VERIFIED CONCERN, PERFORMED IDS TEST FOR ANY CODES, CODE P112
AS PER TSB 10-21-6 ~~REPLACED THROTTLE BODY ASSY RETEST CLEAR CODE~~
A56
7T4Z 9E926 FA THROTTLE BODY 1 W
Line Total.....

Warranty Claim Type: F Authorization Code:

TOTAL-CUSTOMER NoCharge

CUSTOMER COPY - PAGE 01

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
3/10/2011	[redacted]	3LNHL2JC5BR[redacted]	2011 MKZ	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	1188900081		
1/8/2011	[redacted]	3LNHL2JC5BR[redacted]	2011 MKZ	01
CLOSED	ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	1188900081		

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VEHICLE DETAIL

VIN:	3LNHL2JC5BR[redacted]	**Engine:**	3.5L 4V DOHC VCT SMPI V6 GAS
Make:	LINCOLN	**Transmission:**	6 SPD AUTO TRANS AISIN F21 A
Model:	MKZ	**Paint Code/Color:**	INGOT SILVER METALLIC
Year:	2011	**Calibration:**	ADE1AL0A
Pay Load:		**Max Towing Weight:**	
GVWR:	04848	**Axle Ratio:**	
WheelBase:	LBH	**Warranty Start Date:**	12/8/2010
GCWR:		**Vehicle Build Date:**	11/12/2010
PEP Code:	101A		

Selling Dealers Name: COCCIA FORD LINCOLN MERCURY
Selling Dealers P & A Code: 01394 **Selling Dealers Sales Code:** L15115
Selling Dealers Main Phone: 570-823-8888 **Selling Dealers Service Phone:** 570-823-8888

Vehicle Order Image

```
1 2 3 4 5 6 7 8 9 10  1 2 3 4 5 6 7 8 9 20  1 2 3 4 5 6 7 8 9 30  1 2 3 4 5 6 7 8 9 40  1 2 3 4 5 6 7 8 9 50
L 2 J B R[redacted]  [redacted]  A   F   2  2 1 K 0 6 6 3          C K   E   2 P B   H 7 C 4

1 2 3 4 5 6 7 8 9 60  1 2 3 4 5 6 7 8 9 70  1 2 3 4 5 6 7 8 9 80  1 2 3 4 5 6 7 8 9 90  1 2 3 4 5 6 7 8 9 100
 W       3 N B   2 S M Z      3 1  5 F 1 1 5   4     U X       L W   6           C 3

1 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120 1 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150
L N H 5  2  G        A  1 0 1 A    C B P A

1 2 3 4 5 6 7 8 9 160
```

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All Action Details for Issue

Print

VIN: 3LNHL2JC5BR[redacted] **Year:** 2011 **Model:** MKZ **Case:** 1188900081
Name: [redacted] **Owner Status:** Original **WSD:** 2010-12-08
Symptom Desc: LOSS OF POWER CRUISE **Primary Phone:** [redacted]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 02/11/2011

Action: TIER II ESCALATION - MULTIPLE REPAIR
Dealer: 01394 COCCIA FORD LINCOLN MERCURY **Origin Desc:** US CONCERN CASE BASE
Odometer: 2300 MI **Comm Type:** PHONE
Analyst Name: HARTLING, PATRICIA **Analyst:** PHARTLIN
Action Date: 02/07/2011 **Action Time:** 14.24.54.638 **Action Data:** No

Comments CUSTOMER SAID: -BEEN TO DEALERSHIP THREE TIMES, BEEN AT THE DEALERSHIP FOR OVER A WEEK NOW.-TOOK TO DEALERSHIP WITH ENGINE LIGHT ON-WOULD NOT MOVE-WOULD START BUT WOULD NOT MOVE.-THROTTLE BODY HAS BEEN CHANGED TWICE AND DEALERSHIP ADVISED CUST THEY WERE WAITING FOR FORD TO CONTACT THEM.DEALER SAID: COCCIA FORD LINCOLN MERCURY FORD CODE: 16F302 LM CODE: 15F115 DEALER PROFILE 577 E MAIN STREETWILKES-BARRE, PA 18702 TEL:(570) 823-8888CRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-OBC TO DEALERSHIP-ANGIE/SERVICE-HUNG UP BY ACCIDENT, CRC CALLED BACK-ANGIE SAID S/M W CUSTOMER-CRC HELD TO SPEAK TO HIM-STEVE S/M STATES FSE DOES NOT HAVE ANY IDEA WHAT IS WRONG WITH THE VEHICLE-GOES INTO LIMP MODE, CHANGED HARNESSES, PCS...-TECH ASSIST CASE OPENED AND FSE WILL CONTACT DEALERSHIP, COULD BE A FEW DAYS.**DID NOT ADVISE CUST OF THIS FACT-SM STEVE SAID HE DOES NOT SEE A FIX FOR THIS AND THERE ARE THREE OTHER VEHICLES WITH THE SAME ISSUE***-DID ADVISE CUST THAT DEALERSHIP IS WAITING TO HEAR FROM FSE AND IT MAY TAKE ANOTHER FEW DAYS. THANKED CUSTOMER FOR HIS PATIENCE.-BEST NUMBER TO REACH CUSTOMER IS: [redacted]

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01394 COCCIA FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2300 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 02/08/2011 **Action Time:** 10.27.27.345 **Action Data:** No

Comments OBC TO DEALER AND L/M FOR S/A TANGIE AND REQUESTED A CALL BACK .

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01394 COCCIA FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2300 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 02/08/2011 **Action Time:** 10.42.04.125 **Action Data:** Yes

Comments CSM AUTUMN X7763-IBC FROM S/A TANGY AND SHE ADVISED THAT WE ARE AWAITING ON SOME FEED BACK FROM THE FSE AND WE SHOULD HAVE MORE INFORMATION BY THURSDAY .OBC TO CUSTOMER @ [redacted] AND CSM ADVISED THAT WILL FOLLOW UP ON 02-10-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-11-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01394 COCCIA FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2300 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 02/11/2011 **Action Time:** 14.47.57.240 **Action Data:** Yes

Comments OBC TO DEALER AND SPOKE TO S/A TANGI AND SHE ADVISED THAT THE VEH IS REPAIRED AND PICKED UP AND THE PCM WAS REPLACED. OBC TO CUSTOMER @[redacted] AND PHONE CONTINUOUSLY RINGS UNABLE TO L/M .

Data Element Name	Data Value
DATE OF FOLLOW UP:	02-16-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CONCERN RESOLVED
Dealer: 01394 COCCIA FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2300 MI **Comm Type:** PHONE
Analyst Name: VALENTINE,SABRINA **Analyst:** SVALEN19
Action Date: 02/16/2011 **Action Time:** 15.23.41.901 **Action Data:** Yes

Comments CSM SABRINA XT 7794-OBC TO CUSTOMER @ SECONDARY PHONE[redacted]==WORKING AT THIS TIME==HOPES IT IS REPAIRD THIS TIME= HAPPENS EVERY COUPLE OF 100 MILES== A LITTLE TOO EARLY TO TELL =GAVE AUTUMNS CONTACT INFORMATION==CLOSING CASE

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	99
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORD'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Action: CRC FOLLOW UP COMP, REOPEN -CUST NOT SATISFIED OR VEH NOT REPAIR
Dealer: 01394 COCCIA FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2300 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 02/25/2011 **Action Time:** 13.23.39.750 **Action Data:** No

Comments IBC FROM DEALER AND HE ADVISED THAT THE VEH IS BACK AT THE DEALER FOR THE SAME ISSUE AND CSM REOPENING CASE AND WILL FOLLOW UP ON 03-02-2011

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01394 COCCIA FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2300 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 02/25/2011 **Action Time:** 13.24.08.853 **Action Data:** Yes

Comments IBC FROM DEALER AND HE ADVISED THAT THE VEH IS BACK AT THE DEALER FOR THE SAME ISSUE AND CSM REOPENING CASE AND WILL FOLLOW UP ON 03-02-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-02-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01394 COCCIA FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2300 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 03/01/2011 **Action Time:** 16.13.03.636 **Action Data:** No

Comments OBC TO DEALER AND HE ADVISED THAT THE VEH NEEDS ANOTHER HARNESS AND THIS IS THE FOURTH TIME FOR THIS ISSUE .

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01394 COCCIA FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2300 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 03/01/2011 **Action Time:** 16.13.05.547 **Action Data:** No

Comments OBC TO DEALER AND HE ADVISED THAT THE VEH NEEDS ANOTHER HARNESS AND THIS IS THE FOURTH TIME FOR THIS ISSUE .

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01394 COCCIA FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2300 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 03/02/2011 **Action Time:** 15.03.58.846 **Action Data:** No

Comments CSM AUTUMN X7763-OBC TO CUSTOMER @[redacted] AND WAS ABLE TO REACH AND EH ADVISED THAT THE VEH WAS IN FOR 5 DAYS AND HE ADVISED THAT THE DEALER ADVISED THAT THE DEALER CHANGED THE ENGINE HARNESS. ENGINE HARNESS SHOULD COME IN ON .CUSTOMER ADVISED THAT THE VEH HAS BEEN TO THE DEALER FOR 5 DAYS ALREADY . CUSTOMER ADVISED THAT ALL HE WANTS IS HIS CAR WITH NO ISSUE.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01394 COCCIA FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2300 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 03/03/2011 **Action Time:** 09.04.10.288 **Action Data:** No

Comments CSM WILL FOLLOW UP ON 03-07-2011

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01394 COCCIA FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2300 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 03/04/2011 **Action Time:** 09.43.35.354 **Action Data:** Yes

Comments CSM DID NOT TIME STAMP CASE AND WILL FOLLOW UP WITH CUSTOMER AND AND HE WILL FOLLOW UP ON 03-07-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-07-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 01394 COCCIA FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2300 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 03/07/2011 **Action Time:** 16.42.39.221 **Action Data:** Yes

Comments OBC TO DEALER AND S/A TANGI ADVISED THAT THE VEH IS REPAIRED AND PICKED UP . OBC TO FSE JIM AND NO ANSWER. - OBC TO CUSTOMER [redacted] AND NO ANSWER CSM WILL FOLLOW UP ON 03-10-2011 CASE AS DEALER ADVISED THAT VEH IS PICKED UP.

Data Element Name	Data Value
DATE OF FOLLOW UP:	03-10-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CONCERN ADDRESSED
Dealer: 01394 COCCIA FORD LINCOLN MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 2300 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 03/10/2011 **Action Time:** 11.24.56.132 **Action Data:** Yes

Comments OBC TO CUSTOMER @ [redacted] AND HE ADVISED THAT THE VEH IS RUNNING GOOD . CSM CLOSING CASE.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	98
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

All Action Details for Issue

Print

VIN: 3LNHL2JC5BR[redacted] **Year:** 2011 **Model:** MKZ **Case:** 1188900081
Name: [redacted] **Owner Status:** Original **WSD:** 2010-12-08
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED **Primary Phone:** [redacted]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 001500 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 01/08/2011 **Action Time:** 05.14.47.985 **Action Data:** No

Comments DISPATCH COMPLETE

Ford Confidential

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder | Exists in Folder(s)

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Report Detail Section : View Details | Attachments: 1

Report# :	BAJBI001 NHL			**Received:**	01/10/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2011,ZEPHYR/MKZ,PRE AWD,SEDAN ,3LNHL2JC5BR[redacted]			**Build Date:**	11/12/2010
Odometer :	2,377 M	**Engine:**	DURATEC 35	**Calibration:**	ADE1AL0A
Transmission:	6SPD AISIN	**Axle:**	3.33 RATIO	**A/C:**	YES
Dealer:	USA 01394 Coccia Ford Lincoln Mercury			**Phone#:**	(570) 823-8888
City:	Wilkes-Barre	**State:**	Pennsylvania	**Country :**	USA
Originator:	COCCIA SHOP				
Symptom:	6 98 2 98 DRVABL,INDICATOR,CHECK ENGINE,MIL ONLY				
Status:					
VFG:	V29 CHECK ENGINE LIGHT				
Additional Symptom:	ETC FAILSAFE MODE				
Fix: Y	**Causal Component :**		PROCESSOR ASSY -- RPL		
Condition Code:					

Hotliner: JDODDS6 **Phone:** 313 248-8183 **Regn Cd:** N3 Philadelphia

Engineering: ALEX BOUGHAN **Phone:** 313 317-6308 **TAR:** 0-30

Dlr Contact: COCCIA SHOP **Phone:** 000 000-0000 **Title Cde:** OT

KOEO:

KOEC: P2104 P2112 P2111

KOER:

Comments:

REPAIR 01/10/2011 09:26AM JORDAN DODDS MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: MIL LITE ON NO POWER DIAGNOSTICS: DV-1 TO DV-23 PASS KOEO PASS KOER PASS WIGGLE CK WIRES AT PCM ,HARNESS/ETC ALL GOOD CANNOT REDUPLICATE PARTS REPLACED:: DID TSB 10-21-6 THROTTLE BODY ,1100 MILES AGO TECH QUESTION: SAME CODES AFTER VEHICLE WENT 1100 MILES ,ANY KNOWN PROBLEMS WITH THIS VEHICLE/ PLEASE LIST ANY PERTINENT FREEZE FRAME DATA APPD 34.12 APPE 40.39 APPF 29.8 TACPCT 22.35 TPB 23.92 PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE. NONE

RECOMM 01/10/2011 09:26AM JORDAN DODDS MSS - FCSD - TECH SVC HOTLINE
COCCIA, PLEASE CONTINUE TRYING TO DUPLICATE THE CUSTOMERS CONCERN. IF THE CONCERN CAN BE DUPLICATED, RECOMMEND TO INSPECT THE ETC (ELECTRONIC THROTTLE CONTROL) PINS INSIDE PCM CONNECTOR C175E FOR ANY CONCERNS. ALSO VERIFY PIN INTEGRITY IN CONNECTOR C1568 (THROTTLE BODY) AND ADDRESS AS NECESSARY. INSPECT THE INLINE CONNECTOR C145 FOR ANY BACKED OUT PINS OR POOR CONNECTIONS. MAY BE NECESSARY TO LOAD TEST AND VOLTAGE DROP ALL ETC CIRCUITS TO VERIFY THEY HAVE THE CAPABILITY OF CARRYING A SUFFICIENT LOAD. OVERLAY AS NECESSARY AND RETEST. PLEASE REFER TO SECTION 25-8 IN THE EVTM FOR CIRCUIT REFERENCE. IF NO PIN FIT CONCERNS OR CIRCUIT ISSUES HAVE BEEN IDENTIFIED, DESPITE THE FACT THE ETB HAS BEEN REPLACED, RECOMMEND TO REPLACE AGAIN AND RE-EVALUATE. THERE ARE NO COMMON TRENDS TO INFORM YOU OF PERTAINING TO THIS CONDITION ON THIS VEHICLE.

REPAIR 02/03/2011 08:21AM MARK COUGHLIN MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: MIL LITE CAME ON AGAIN GOES TO IDLE LIMP MODE SHUT CAR OFF WORKS PROPERLY MIL JUST ON DIAGNOSTICS: TSB 10-21-06 CAME BACK 1100 MILES LATER SAME CONCERNE WAS DIRECTED BY HOTLINE TO REPLACE THROTTLEBODY AGAIN ,WENT900 MILES SAME CONCERNE

WIGGLE CK WIRING PASS PINS OK AT T/B AND PCM NOTA HARD FAULT PARTS REPLACED:: 2-THROTTLE BODIES TECH QUESTION: NEED HELP TO RESOLVE CONCERNE REQUEST TECH ASSIST FOR FSE TO LOOK AT VEHICLE PLEASE LIST ANY PERTINENT FREEZE FRAME DATA LOAD 69.41 TPB 26.67 APPD 32.55 APPE39.22 APPF 28.63 TAC PCT 21.96 TP 19.22 PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE. NONE

RECOMM **02/03/2011 08:21AM MARK COUGHLIN MSS - FCSD - TECH SVC HOTLINE**
WILLIAM, BASED ON THE PREVIOUS REPAIRS AND DTC'S THAT ARE SETTING, FSE ASSISTANCE MAY BE NECESSARY. A REPRESENTATIVE FROM THE TECHNICAL HOTLINE WILL CALL YOU WITH ADDITIONAL INFORMATION. REPORT #: ALPC9022 REPLACE WIR-D/PNL HD/LP JCT REPORT #: BATAK008 REPLACE GSKT-CARB NOZ BAR

AUDIT **02/03/2011 08:21AM MARK COUGHLIN MSS - FCSD - TECH SVC HOTLINE**
ODOMETER 1559 M CHANGED TO 2377 M BY MCOUGH12

REPAIR **02/03/2011 09:06AM MARK COUGHLIN MSS - FCSD - TECH SVC HOTLINE**
CALLING WILLIAM WITH ADDITIONAL DIRECTION.

RECOMM **02/03/2011 09:06AM MARK COUGHLIN MSS - FCSD - TECH SVC HOTLINE**
WILLIAM, MAKE SURE THE AIR CLEANER OUTLET PIPE IS SECURELY FASTENED TO THE THROTTLE BODY INLET. DOUBLE CHECK THE PIN FIT AT THE THROTTLE BODY AND WIGGLE THE HARNESS AGAIN IN AN ATTEMPT TO REDUPLICATE THE CONCERN. PLEASE ALSO UPLOAD THE ETC FF DATA USING THE IDS FOLLOWING THE PROCEDURE BELOW: -WITH THE ORIGINAL VEHICLE SESSION STARTED, CLICK ON THE IDS ICON AT THE TOP LEFT OF THE SCREEN. -CLICK ON THE UTILITIES TAB (UTILITY KNIFE) AT THE BOTTOM OF THE SCREEN -SELECT "UPDATE/SPECIAL FUNCTIONS" AND HIT THE CHECK (TICK) MARK -ENTER "23761" IN THE BOX PROVIDED AND HIT THE TICK -SELECT "ETC FREEZE FRAME DATA" AND THEN "GET ETC FREEZE FRAME" AND HIT THE TICK -AFTER THE DATA HAS BEEN RETRIEVED, HIT THE CHECK MARK -SELECT THE SAVE TAB AT THE TOP OF THE SCREEN SAVING THE DATA TO C-DRIVE (C:\) -EMAIL THE FILE TO MCOUGH12@FORD.COM AND RABERCR4@FORD.COM; PLEASE INCLUDE YOUR NAME, TELEPHONE NUMBER, AND THIS CONTACT ID 104340752 IN THE BODY OF THE EMAIL MESSAGE -THE FILE WILL BE NAMED "C:\3LNHL2JC5BR759188_ETC

DATA.TXT" IN ADDITION, WE HAVE REFERRED THIS CONCERN TO THE FIELD SERVICE ENGINEER (FSE) IN YOUR MARKET AREA. THE FSE SHOULD CONTACT YOU OR DEALERSHIP MANAGEMENT (SERVICE MANAGER OR SERVICE DIRECTOR) WITHIN ONE (1) BUSINESS DAY. IF FSE DOES NOT CONTACT YOU DIRECTLY, PLEASE CONSULT WITH DEALERSHIP MANAGEMENT TO DISCUSS FURTHER RECOMMENDATIONS AND STEPS TO ASSIST IN THE RESOLUTION OF THIS VEHICLE CONCERN.

TAR **02/03/2011 09:06AM MARK COUGHLIN MSS - FCSD - TECH SVC HOTLINE**
NOTE TO FSE: THIS VEHICLE IS REPEATEDLY SETTING A P2104, P2111 AND P2112. THE THROTTLE BODY HAS BEEN REPLACED TWICE WITH NO CHANGE. THE HARNESS HAS BEEN INSPECTED AND CIRCUITS TESTED WITH NO PROBLEMS FOUND. OPENING THE TAR AS DIRECTED BY PCE JCHACON3 AS THERE IS CURRENTLY NO ROOT CAUSE OF THIS FAILURE. PLEASE CONTACT SLANGLE1, SMCDONAG AND KOYAFUSO FOR ADDITIONAL HELP ON THIS CONCERN AS IT IS CURRENTLY UNDER INVESTIGATION. ESTIMATED DAYS DOWN: 5. ESTIMATED REPAIR ATTEMPTS: 2.

ADD-ON **02/03/2011 09:27AM ALEX BOUGHAN MSS - FCSD - TECH SVC HOTLINE**
TAR APPROVED. TECHNICIAN CERTIFIED.

ADD-ON **02/03/2011 10:48AM JOSE CHACON(PCE) MSS - FCSD - VSP C/P SVC ENG**
HSAP PVT TEAM REVIEWED. NOTE TO FSE, PLEASE CONTACT THE FOLLOWING INDIVIDUALS TO PROVIDE SUPPORT AND/OR NEXT STEPS. THIS VEHICLE CONCERN IS CURRENTLY UNDER ENGINEERING INVESTIGATION. SLANGLE1@FORD.COM, KOYAFUSO@FORD.COM, SLANGLE1@FORD.COM, MDIXON@FORD.COM.

ADD-ON **02/03/2011 11:59AM MARK COUGHLIN MSS - FCSD - TECH SVC HOTLINE**
ATTACHED ETC FF DATA.

ADD-ON **02/04/2011 11:41AM JIM KELLY(FSE) MSS - FCSD - REG - PHILADELPH**
CONTACTED DEALER 2/3/2011 VIA E-MAIL AND AGAIN BY PHONE 2/4/2011 TO LET SM KNOW THIS PARTICULAR CONCERN IS UNDER INVESTIGATION. TALKED TO KOYAFUSO 2/3/2011 REGARDING CONCERN. ENGINEERING MEETING AT 2PM 2/3/2011 TO DISCUSS NEXT STEPS. AWAITING DIRECTION FROM ENGINEERING.

ADD-ON **02/08/2011 10:04AM JIM KELLY(FSE) MSS - FCSD - REG - PHILADELPH**
E-MAIL SENT TO KOYAFUSO 2/8/2011 ASKING FOR UPDATE OR DIRECTION ON THIS CONCERN. CUSTOMER OPENED CUDL 2/7/2011.

ADD-ON **02/10/2011 11:08AM JIM KELLY(FSE) MSS - FCSD - REG - PHILADELPH**

SENT E-MAIL TO JCHACON ASKING FOR UPDATE. GOT CALL FROM KOYAFUSO RECOMMENDING PCM REPLACEMENT. CALLED DEALER FOR MILEAGE AND DEALER VISIT UPDATE: 12/17/2010 467 MILES, ETB REPLACED, 1/7/2011 1559 MILES, ETB REPLACED AGAIN, THIS VISIT 2/2/2011 2377 MILES, SAME CODES AS BEFORE. RECOMMEND TO REPLACE PCM AND CONTACT ME WITH ETA OF PART.

ADD-ON **02/11/2011 01:19PM JIM KELLY(FSE) MSS - FCSD - REG - PHILADELPH**
PCM HAS BEEN INSTALLED, VEHICLE ROAD TESTED AND WILL BE RELEASED TO CUSTOMER TODAY.

AUDIT **02/11/2011 01:19PM JIM KELLY(FSE) MSS - FCSD - REG - PHILADELPH**
TECH ASSIST REFERRAL HAS BEEN CLOSED

ADD-ON **02/25/2011 02:44PM JIM KELLY(FSE) MSS - FCSD - REG - PHILADELPH**
SM CALLING. VEHICLE HAS RETURNED WITH EXACT SAME SYMPTOMS AND THESE CODES: P2104, P2112 AND P1622. CUSTOMER HAS BROUGHT VEHICLE BACK TO DEALER AND IS IN A LOANER AGAIN.

AUDIT **02/25/2011 02:44PM JIM KELLY(FSE) MSS - FCSD - REG - PHILADELPH**
TECH ASSIST REFERRAL HAS BEEN REOPENED

ADD-ON **03/02/2011 09:41AM JOSE CHACON(PCE) MSS - FCSD - VSP C/P SVC ENG**
HSAP PVT TEAM REVIEWED. E-MAIL PD ON 03-01-2011 TO REQUEST SERVICE FIX HARNESS.

ADD-ON **03/02/2011 09:42AM JOSE CHACON(PCE) MSS - FCSD - VSP C/P SVC ENG**
HSAP PVT TEAM, SPOKE WITH FSE THIS MORNING, FSE HAS RECEIVED NO FEEDBACK. PVT RESEND E-MAIL TO OBTAIN FIX INFORMATION AND PARTS. END OF CONTACT.

ADD-ON **03/03/2011 11:32AM JIM KELLY(FSE) MSS - FCSD - REG - PHILADELPH**
ENGINEERING SENDING ETB HARNESS AND DIRECTIONS FOR INSTALLATION VIA FEDEX DIRECTLY TO DEALER. ETA 3PM 3/3/2011. SPOKE TO SM STEVE 3/3/2011 REGARDING INSTALLATION PROCEDURE AND FORWARDED UPDATED DIRECTIONS FROM ENGINEERING. TOLD STEVE TO CONTACT ME OR SME LISTED IN DIRECTIONS IF ANY QUESTIONS.

ADD-ON **03/04/2011 10:13AM JOSE CHACON(PCE) MSS - FCSD - VSP C/P SVC ENG**
HSAP PVT TEAM UPDATE. PD/FSE IN CONTACT TO ADDRESS THE VEHICLE CONCERNS. FSE WORKING WITH CRC/DEALER. FSE TO PROVIDE FEEDBACK ON

REPAIRS AND/OR FINAL REPAIR STEPS.

ADD-ON 03/07/2011 04:54PM JOSE CHACON(PCE) MSS - FCSD - VSP C/P SVC ENG
HSAP PVT TEAM REVIEWED. FSE INDICATED THE VEHICLE WAS REPAIRES 03-04-2011 AND WAS GIVEN BACK TO THE CUSTOMER. SO FAR THE VEHICLE IS REPAIR. FSE WORKING WITH DEALER/CUSTOMER AND MONITORING THE REPAIR.

ADD-ON 03/10/2011 01:54PM JOSE CHACON(PCE) MSS - FCSD - VSP C/P SVC ENG
HSAP PVT TEAM REVIEWED. SPOKE WITH FSE, CUSTOMER HAS NOT SHOWN ANY ISSUES AS OF YESTERDAY 03/09/2011. CUSTOMER CONTINUES TO DRIVE THE VEHICLE. FSE TO REVIEW THE REPAIRS NEXT WEEK, AFTER THE RAIN STORM IN THEIR AREA. END OF CONTACT.

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ADD-ON 03/11/2011 06:16AM JIM KELLY(FSE) MSS - FCSD - REG - PHILADELPH
FSE AT DEALER 3/9/2011. SM STATES VEHICLE WAS RELEASED 3/4/2011 AND CUSTOMER HAS NOT CALLED BACK WITH ANY CONCERNS.

Folder Number: File Report To This Folder File Report To A Folder Exists in Folder(s)

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< ETC Freeze Frame Data : 2/3/2011 >

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PPS_REL	0x3FA9F4	0x430BCFFD	139.812
TQE_DES_LOAD	0x3FA9F0	0x3F1A87D9	0.603
TQE_BRK_REQ	0x3FA9EC	0x433EFCE6	190.987
ETC_MESRD_TA	0x3FA9E8	0x41E48000	28.562
ETC_DES_TA	0x3FA9E4	0x4193B442	18.463
BP	0x3FA9E0	0x41DEDCFC	27.857
ENGINE_SPEED	0x3FA9DC	0x44FA39A8	2001.801
VSPD	0x3FA9D8	0x42194116	38.313
LOAD_FG	0x3FA9D4	0x3F451ABA	0.769
IPC_FILTQCMD_DS0	0x3FA9D0	0x4347BD62	199.739
IPC_TQE_NET	0x3FA9CC	0x437D7FEE	253.499
ETC_DESMAF	0x3FA9C8	0x40B285B4	5.578
ETC_TP_REL	0x3FA9C4	0x43648000	228.500
ETC_TP_REL_A0	0x3FA9C0	0x436251A1	226.318
ETC_TP_REL_A1	0x3FA9BC	0x43648000	228.500
INF_MAP	0x3FA9B8	0x41E381FE	28.438
KAMRF0	0x3FA9B4	0x3F835569	1.026
LOAD_FG_TP	0x3FA9B0	0x3F42D203	0.761
PEDAL_REL_A0	0x3FA9AC	0x405BC4F4	3.433
PEDAL_REL_A1	0x3FA9A8	0x4058E31F	3.388
PEDAL_REL_A2	0x3FA9A4	0x405E511A	3.473
PUTMR	0x3FA9A0	0x41186A56	9.525
TQE_FINAL_AM	0x3FA99C	0x40B67BBE	5.702
ETC_FLT_FLGS	0x3FA998	0x00000000	00000000000000000000000000000000
IPC_DIAG_CODE	0x3FA994	0x00000000	00000000000000000000000000000000
IDQZ_DIAGSTAT	0x3FA9F8	0x0000	0000000000000000
TQ_SOURCE	0x3FAA02	0x00	0

PDL	0x3FAA01	0x2E	46
GR_CM	0x3FAA00	0x04	4
IDQZ_IAV_DIAG	0x3FA9FF	0x00	00000000
IDQZ_COMM_STAT	0x3FA9FE	0x00	00000000
ETC_FMM_MODE_A	0x3FA9FD	0x6E	110
CCS_ENG_REQ	0x3FA9FC	0x01	1
ETC_TA_SRC	0x3FA9FB	0x06	6
PTO_MODE	0x3FA9FA	0x00	0

< OBDII Freeze Frame Data : 2/3/2011 >

< VIN : 3LNHL2JC5BR[redacted] Mileage : 3825 KM >

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0x02	DTCFRZF	0x2104	0x2104
0x03	FUELSYS	0x200	0x200
0x04	LOAD_CT	0xB1	69.4%
0x05	ECT	0x70	161.6°F
0x06	SHRTFT1	0x79	-5.47%
0x07	LONGFT1	0x82	1.56%
0x08	SHRTFT2	0x7B	-3.91%
0x09	LONGFT2	0x83	2.34%
0x0C	RPM	0x26CB	2480RPM
0x0D	VSS	0x25	22.996MPH
0x0E	SPARKADV	0xAF	23.5°
0x0F	IAT	0x2A	35.6°F
0x10	MAF	0x8AC	22g/s
0x11	TP	0x31	19.2%
0x14	O2S11	0xBF	0.96V
0x15	O2S12	0x5F	0.48V
0x18	O2S21	0xBF	0.96V
0x19	O2S22	0x50	0.4V

0x1F	RUNTM	0x2F	47sec
0x2E	EVAP_PCT	0x69	41.2%
0x2F	FLI	0xBD	74.1%
0x30	WARM_UPS	0x2D	45
0x31	CLR_DIST	0x4F1	1265km
0x32	EVAP_VP	0x88	34Pa
0x33	BARO	0x5B	13.195psi
0x3C	CATEMP11	0x171F	1.026k°F
0x3D	CATEMP12	0x171F	1.026k°F
0x41	MON_DRV	0x776165	0x776165
0x42	VPWR	0x37F2	14.3V
0x43	LOAD_ABS	0x5E	36.9%
0x44	EQ_RAT	0x8000	1:1
0x45	TP_R	0x10	6.28%
0x46	AAT	0x21	19.4°F
0x47	TP_B	0x44	26.7%
0x49	APP_D	0x53	32.5%
0x4A	APP_E	0x64	39.2%
0x4B	APP_F	0x49	28.6%
0x4C	TAC_PCT	0x38	22%

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0x3FFF88 = 0xEB

0x3FFF89 = 0xF7

0x3FFF8A = 0xEA

0x3FFF8B = 0xBB

0x3FFF8C = 0x05

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0x3FFF8E = 0xBF

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0x3FFFB2 = 0x20

0x3FFFB3 = 0x2C

0x3FFFB4 = 0xFC

0x3FFFB5 = 0x04

0x3FFFB6 = 0x7C

0x3FFFB7 = 0x95

0x3FFFB8 = 0xDD

0x3FFFB9 = 0x01

0x3FFFBA = 0x5D

0x3FFFBB = 0x60

0x3FFFBC = 0xE9

0x3FFFBD = 0x94

0x3FFFBE = 0x26

0x3FFFBF = 0x36

0x3FFFC0 = 0xD5

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0x400004 = 0x00

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[redacted]

[redacted]

Hendrickson Legal Services

703 Second St., 4th Floor
Santa Rosa, CA 95404

John Hendrickson
john@hendricksonlegal.com
Attorney and Counselor at Law

Telephone: (707)284-3808
Facsimile: (707)313-0161

July 27, 2011

RECEIVED
AUG 02 2011

VIA CERTIFIED MAIL:
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

Re: [redacted]
2010 Ford F150
VIN: 1FTEW1C83AF[redacted]

Dear Sir or Madam:

This is an attorney demand letter pursuant to the Song-Beverly Consumer Warranty Act and the Tanner Consumer Protection Act. This office has been retained by Ms. [redacted] to seek the repurchase of the above-referenced vehicle under the aforementioned Acts.

Since purchasing the truck, Ms. [redacted] has experienced a number of nonconformities, including safety related engine concerns. Ms. [redacted] has brought the above-referenced vehicle to the Hansel Ford, Lincoln, Mercury repair facility located at 3075 Corby Avenue, Santa Rosa, CA 95407 numerous times throughout the last year attempting to resolve issues with the engine stalling at random times and difficulties maintaining power going uphill.

After a thorough review of Ms. [redacted] repair invoices, it is clear that the vehicle is still experiencing the same nonconformities after numerous failed repair attempts.

Please contact this office no later than August 26, 2011. Thank you for your prompt attention and I look forward to working with you toward a quick resolution to this matter.

Very truly yours,

John Hendrickson
Attorney and Counselor at Law

OGC LIT 2011AUG3 AM9:04

JRH:js

"THANK YOU ~~FOR YOUR~~ BUSINESS"

SERVICE HOURS
MONDAY THRU FRIDAY
7:30 AM TO 5:30 PM

HANSEL FORD

BAR #AA 002910
P & A # 07894
EPA # CAD 981971872

3075 CORBY AVE. (707) 543-7460
SANTA ROSA, CALIFORNIA 95407

ORIGINAL ESTIMATE $		
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
[redacted] BY	[redacted] ☐ PHONE #	[redacted]
[redacted] $	[redacted]	[redacted]
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME

GENUINE PARTS & SERVICE

"I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE AND/OR RECEIPT OF A COPY [redacted]

[redacted]
(SIGNATURE OR INITIALS)

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON THE BACK.

---------- INVOICE TO ----------

[redacted]

HIDDEN VALLEY LAKE CA [redacted]

[redacted]

---------- DRIVER/OWNER INFORMATION -- INVOICE: W66081

[redacted]

CELL: [redacted]
OCCUPATION: WAITRESS
COMPANY: [redacted]

---------- [redacted]

[redacted]

MFG: 622001 TAX RULES: YYNNN INVOICED: 08/05/2010 16:43:59
ODOMETER IN: 9923 OUT: 9934 DIST: 1FA
DATES BEGIN: 08/05/10 DONE: 08/05/10

[redacted] VEHICLE INFORMATION ----------

[redacted] [redacted]8W63857
10 FORD F-150 2WD CREW CAB RED
CHASSIS 2 STOCK# 0000R592
DATES INSERVICE: 081609 PRODUCTION: 072309 SOLD: 012710

		OPERATION	TECH	HOURS	AMOUNT
CONCERN 61	CUST STATES TRANS WONT UPSHIFT ON A PULL AND SLIPS AND JERKS AT CRUISE ON ACCEL	7000F	137	1.3	152.71

CAUSE X
CORRECTION X
COMMENT SEE TECH NOTES
CK TRANS EEC CK MONITER PIDS SHIFTS FINE CK OASIS NO KNOWN CONCERNS
TALK WITH CUST INTER CONCERN DID NOT HAPPEN TODAY CK FLUID FULL AN
CLEAN UNABLE TO DUPLICATE CONCERN AT THIS TIME
FACTORY TECH: 137 - SNYDER, JEFF CERT#: 2239
CST CONCRN: P67 COND CODE : 42

FINAL
AUG 16 2010
BILLED

---------- SUBTOTAL ----------

LAB MECHANICAL	152.71
TOTAL CHARGE FOR CONCERN	152.71

TYPE: W

		OPERATION	TECH	HOURS	AMOUNT
CONCERN 62*	CHECK AND ADVISE KLUNK FROM REAR ON ACCEL FROM STOP	4205A	137	1.5	176.21
CAUSE	X				
CORRECTION	X				
62-1	X	MT	137	.4	46.99

COMMENT SEE TECH NOTES
CK OUT CLUNK FEELING ON ACCELL FROM STOP AN COMING TO A STOP CKREAR
END TOTAL BACKLASH .75 OK FOUND DRIVELINE SLIPSPLINES BINDING CAUSING
CLUNK R-I DRIVELINE AN CLEAN AN LUBE SLIPSPLINES MTIME REROAD TEST OK
FACTORY TECH: 137 - SNYDER, JEFF CERT#: 2239
CST CONCRN: N51 COND CODE : 42

PAGE 1

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REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME

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---------- INVOICE TO ---------- ---------- DRIVER/OWNER INFORMATION -- INVOICE: M66081

[redacted] [redacted]

---------- FOR OFFICE USE ---------- ---------- VEHICLE INFORMATION ----------

TAG: 0108 ADV: 118 JOHNSON, INVOICED: 08/05/2010 16:43:59 CJ 10 F-150 RED LICENSE NUMBER: CA [redacted]

---------- SUBTOTAL ----------

LAB-MECHANICAL	223.20
TOTAL CHARGE FOR CONCERN	223.20

TYPE: W

---------- GRAND TOTALS ----------

SUMMARY OF CHARGES FOR INVOICE M66081

LAB-MECHANICAL	375.91
TOTAL CHARGE	375.91

PAYMENT DISTRIBUTION FOR INVOICE M66081

TOTAL CHARGE	375.91
FAC WARRANTY	375.91

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
TAP - TAP
IF YOU HAVE ANY QUESTIONS - PLEASE SEE CAROL J. JOHNSON

PAGE 2

1

2

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REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME

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INVOICE TO

[redacted]
HIDDEN VALLEY LAKE CA [redacted]
[redacted]

DRIVER/OWNER INFORMATION — INVOICE: W75225

[redacted]
HIDDEN VALLEY LAKE CA [redacted]
CELL: [redacted]
OCCUPATION: WAITRESS
COMPANY: [redacted]

FOR OFFICE USE

TAG: 7451 ADV: 116 RISHELL, INVOICE: PRELIM WAR W H T MR
MFG: 6Z2001 TAX RULES: YYNNN INVOICED: 01/26/2011 15:58:02
ODOMETER IN: 17311 OUT: 17316 DIST: GLN
DATES BEGIN: 01/21/11 DONE: 01/24/11

VEHICLE INFORMATION

VIN 1FTEW1C83AFA[redacted] LICENSE NUMBER: CA[redacted]
10 FORD F-150 2WD CREW CAB RED
CHASSIS 2 STOCK# 0000R592
DATES INSERVICE: 081609 PRODUCTION: 072309 SOLD: 012710

		OPERATION	TECH	HOURS	AMOUNT
CONCERN 61	CUST STATES VEHICLE DIED AT A TURN TODAY AND HAS LOST POWER GOING UP STEEP GRADES OFTEN	12650D	208	.2	23.49
CAUSE	X				
CORRECTION	X				
61-1	X	12650D80	208	.1	11.75
61-2	X	12650D81	208	.5	53.74
61-3	X	9350B	208	.6	70.48
61-4	X	MT	208	.5	58.74

COMMENT SEE TECH NOTES
COULD NOT VERIFY COMPLAINT-PERFORMD SELF TEST,PASS-MONITORED PID DATA,NPF-CKD OASIS-FOUND SSM 21351-INSPECTED AIR INLET TUBE PER SSM,NO RESTRICTIONS FOUND-MONITORED FUEL PRESSURE,OK AT 55PSI-NPF AT THIS TIME-MTIME TO INSPECT AIR INLET TUBE

FACTORY TECH: 208 - SCHEINER, MIKE CERT#: 3226
CST CONCRN: D50 COND CODE : 421
61-1 CST CONCRN: X COND CODE : 42
61-2 CST CONCRN: X COND CODE : 42
61-3 CST CONCRN: X COND CODE : 42
61-4 CST CONCRN: X COND CODE : 42

TYPE: W

SUBTOTAL

LAB-MECHANICAL	223.20
TOTAL CHARGE FOR CONCERN	223.20

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AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME

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NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON THE BACK.

INVOICE TO — DRIVER/OWNER INFORMATION — INVOICE: W75225

[redacted]

FOR OFFICE USE — VEHICLE INFORMATION

TAG: 7451 ADV: 116 RISHELL, INVOICED: 01/26/2011 15:58:02 MR 10 F-150 RED LICENSE NUMBER: CA[redacted]

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE W75225

LAB-MECHANICAL	223.20
TOTAL CHARGE	223.20

PAYMENT DISTRIBUTION FOR INVOICE W75225

TOTAL CHARGE	223.20
FAC WARRANTY	223.20

PREFERRED TREATMENT
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
HIT - HANSEL INT TAP - TAP
IF YOU HAVE ANY QUESTIONS - PLEASE SEE MARK L RISHELL
PLEASE SEE ATTACHED PROP 65 WARNING FOR AUTO PARTS & SERVICE

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CUSTOMER

H HANSEL
FORD LINCOLN MERCURY

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(707) 543-7460

BAR# AA002910
P&A# 07894
EPA# CAD981971872

SERVICE HOURS: 7:30 AM - 5:30 PM MON - FRI

ASK ABOUT OUR "SHUTTLE SERVICE"

The station, as a matter of policy, does not repair certain types of vehicle inspection failures.

REVISED ESTIMATE	REASON	ADDITIONAL COST
$		$
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE / TIME
REVISED ESTIMATE	REASON	ADDITIONAL COST
$		$
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE / TIME
REVISED ESTIMATE	REASON	ADDITIONAL COST
$		$
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE / TIME
ORIGINAL ESTIMATE	SAVE PARTS ☐ YES	

I hereby authorize the repair work described herein to be done along with the appropriate parts and/or accessories. I agree that Hansel is not responsible for loss or damage to the vehicle or articles left in the vehicle as the result of theft, fire, vandalism or any other cause and that Hansel is not responsible for any delays caused by unavailability of parts. I hereby grant your employees permission to operate the vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspection. Hansel is authorized to deliver the vehicle or any of its contents to any person presenting this receipt. Approval is granted for sublet repairs. An express mechanic's lien is hereby acknowledged on the below vehicle to secure the amount of repairs thereto.

I understand that I have the right to have emission service and/or adjustment done elsewhere.

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within _____ days of the date shown below if I choose not to authorize the services recommended.

REMOVE ALL PERSONAL PROPERTY FROM YOUR VEHICLE. We do not assume responsibility for loss or damage to articles left in your vehicle.

TO OUR CUSTOMERS

HANSEL FORD CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB. Rather, you are given a flat rate menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business and, of course, our desire to remain competitive.

We believe our menu pricing is advantageous to our customer, because **your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.**

ORIGINAL ESTIMATE	ESTIMATE INCLUDES
$	$ FOR HAZARDOUS WASTE DISPOSAL

[redacted]

I have read and understand the information contained on the front and reverse side of this document and have received a copy.

PG 1 OF

INSTRUCTIONS ON WORK TO BE DONE

24 PAY TYPE: C
CHECK TIRE PRESSURE

61* PAY TYPE: W CC: D50
CUST STATES VEHICLE DIED AT A TURN TODAY AND HAS LOST POWER GOING UP STEEP GRADES OFTEN

TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	

RO 75225 *TAG 7451* LIC: CA [redacted] SVC ADV: 116 MARK L RISHELL
[redacted] MRS 10 **VIN: 1FTEW1C83 [redacted]
FORD F-150 COL CD: UK
2WD CREW CAB TRIM: ME
[redacted] LICENSE: CA [redacted] RED TRUCK
CA [redacted] MFG CODE: 622001 SVC DLR: 622001 SLM: 543
LAKE STOCK NUMBER: 0000R592

HIDDEN VALLEY LAKE
CA 95467
LAKE

LICENSE: CA [redacted] RED TRUCK
MFG CODE: 622001 SVC DLR: 622001 SLM: 543
STOCK NUMBER: 0000R592
IN-SVC: 081609 SOLD:012710 PROD:072309
ODOMETER: LAST: 9934 CURRENT: 17311
AVG PER DAY: 48 PER MONTH: 1440

[redacted]

PREFERRED CUSTOMER 359 DIST CODE: QLN
CHASSIS NUMBER: 2
MODEL# W1C

01/21/11 17:10:35

RO NOTE: PREFERRED TREATMENT
****PROMISED DATE: 01/22/11 TIME: 1600 ****

TAG 7451 **RO 75225** SVC ADV: 116 VIN: 1FTEW1C83 AF[redacted]

LAST SERVICE PERFORMED						RECOMMENDED SERVICE FOR YOUR CAR			
RO#	DATE	MILEAGE	ADV	PARTS	LABOR	OPER	EST LABOR	EST PARTS	DESCRIPTION
T66081	080510	9934	118		30.78				
080610**********					30.78				
TECH HRS OP CODE DESC									
998	TAP	THANK YOU FOR YOUR BUSI							
W66081	080510	9934	118		375.91				
080610**********					375.91				
137	1.3	7000F	X						
137	1.5	4205A	X						
137	.4	MT	X						
I46736	081809	44	370		162.00				
PREFERRED TREATMENT					162.00				
886	1.5	TCI	APPLY PERMA PLATE / IN						

MANUFACTURER RECALL CAMPAIGNS APPLICABLE TO YOUR VEHICLE

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REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME

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NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON THE BACK.

INVOICE NO. DRIVER/OWNER INFORMATION INVOICE: H80572

[redacted]

---------- FOR OFFICE USE ---------- ---------- VEHICLE INFORMATION ----------

TAG: 7751 ADV: 116 RISHELL, INVOICE: QUOTE WAR W T MS VIN 1FTEW1C83A[redacted] LICENSE NUMBER: CA [redacted]
MFG: 622001 TAX RULES: YYNNN INVOICED: 06/09/2011 13:31:12 10 FORD F-150 2WD CREW CAB RED
ODOMETER IN: 22777 OUT: 22796 DIST: QLN CHASSIS 2 STOCK# 00008592
DATES BEGIN: 04/27/11 DONE: 04/29/11 DATES INSERVICE: 081609 PRODUCTION: 072309 SOLD: 012710

---------- *** QUOTE AFTER FINAL BILL *** ----------

		OPERATION	TECH	HOURS	AMOUNT
CONCERN 61	CUST STATES ENGINE STALLS WHILE DRIVING HAS HAPPENED 7 TIMES OVER THE LAST YEAR	NT110501A	138	1.7	199.70
CAUSE	X		138	-1.1	129.22-
CORRECTION	PERFORMED DIAGNOSIS AND INSTALLED PARTS PER HOTLINE RECOMMENDATION				
61-1	X	1265D80	138	.1	11.75
61-2	PID RECORDER/MONITOR TEST WITH ROAD TEST	12650D81	138	.5	58.74

COMMENT SEE TECH NOTES
UNABLE TO VERIFY THE STALLING ISSUE REGARDLESS OF WHERE DROVE IT.
THERE WERE NO CODES IN PCM AND ALL OF THE PIDS WHILE DRIVING WERE
GOOD. WE CONTACTED HOTLINE AND THEY RECOMMENDED WE TRY TSB 11-01-05.
CHECKED THE SYSTEM AND INSTALLED THE PART. CANISTER PURGE
VAVLE,ROAD TEST-OK RELEASED VECH

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
FMC 9L3Z	9E730 G	WIVO	*BRACKET	1	57.40	57.40

PARTS: COUNT 1 ALLOWANCE: 16.40

FACTORY TECH: 138 - ACQUISTAPACE, J
CST CONCERN: D21 COND CODE : 42
LINE AUTH: DP 042911 14:01
LINE AUTH: TS 050211 11:48

---------- SUBTOTAL ----------

PARTS	57.40
LAB-MECHANICAL	140.97
TOTAL CHARGE FOR CONCERN	198.37

TYPE: W

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REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME

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---------- INVOICE TO ---------- ---------- DRIVER/OWNER INFORMATION -- INVOICE: W80572

[redacted] [redacted]

---------- FOR OFFICE USE ---------- ---------- VEHICLE INFORMATION ----------

TAG: 7751 ADV: 116 BISHELL, INVOICED: 06/09/2011 13:31:12 MS 10 F-150 RED LICENSE NUMBER: CA [redacted]

---------- *** QUOTE AFTER FINAL BILL *** ----------

CONCERN 62 CUST STATES VEHICLE HESITATES ON HILLS AT ABOUT 15 MPH ALL THE TIME FEELS LIKE IT IS LURCHING

CAUSE X

CORRECTION X

COMMENT SEE TECH NOTES
TEST DROVE THIS VEHICLE EXTENSIVELY AND COULD NOT VERIFY THE CONCERN. USED THE IDS TO LOG THE DATA (ATTACHED) IN CASE THE HOTLINE WANTED ANY OTHER INFORMATION. THEY DIDN'T. TEST DROVE AGAIN AFTER THE PART WAS INSTALLED ON LINE 61 AND THE VEHICLE STILL RUNS OKAY. RELEASING VEHICLE.

FACTORY TECH: 138 - ACQUISTAPACE, J
CST CONCRN: D41 COND CODE : 42
LINE AUTH: DP 042911 14:02

OPERATION	TECH	HOURS	AMOUNT
MTDIAG	138	2.0 S	64.20
	138	-1.0 S	32.10-

---------- SUBTOTAL ----------

LAB-MECHANICAL		32.10
258 CHARGE TO	7750	32.10-
TOTAL CHARGE FOR CONCERN		.00

TYPE: W

---------- GRAND TOTALS ----------

SUMMARY OF CHARGES FOR INVOICE W80572

PARTS		57.40
LAB-MECHANICAL		173.07
258 CHARGE TO	7750	32.10-
TOTAL CHARGE		198.37

PAYMENT DISTRIBUTION FOR INVOICE W80572

TOTAL CHARGE	198.37
FAC WARRANTY	198.37

01/27/11 XXXXXXXX
IF YOU HAVE ANY QUESTIONS - PLEASE SEE MARK L BISHELL
PLEASE SEE ATTACHED PROP 65 WARNING FOR AUTO PARTS & SERVICE

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REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME

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---------- INVOICE TO ---------- ---------- DRIVER/OWNER INFORMATION -- INVOICE: W80572

[redacted] [redacted]

---------- FOR OFFICE USE ---------- ---------- VEHICLE INFORMATION ----------

TAG: 7751 ADV: 116 RISHELL, INVOICED: 06/09/2011 13:31:12 WS 10 F-150 RED LICENSE NUMBER: CA [redacted]

*** QUOTE AFTER FINAL BILL ***

SKILL 16 TECH# 998 START TIME: 04/27/11 15:25 STOP TIME: 04/27/11 15:25
SKILL 06 TECH# 138 START TIME: 04/29/11 12:41 STOP TIME: 04/29/11 13:46

LINE	TECH	ACTION	DATE/TIME	ACTION	DATE/TIME	ELAPSED	UNITS	TYPE
61	138	BEGIN	04/27/11 15:40	GH	04/27/11 16:29	:49	.8	
		AW	04/28/11 07:55	HOLD	04/28/11 08:47	:52	.9	
		BEGIN	04/28/11 15:28	HOLD	04/28/11 15:28	:00	.0	
		BEGIN	04/29/11 13:45	END	04/29/11 13:46	:01	.0	
					TOTAL	1:42	1.7	
62	138	BEGIN	04/28/11 08:47	HOLD	04/28/11 09:24	:37	.6	
		BEGIN	04/28/11 15:28	HOLD	04/28/11 15:53	:25	.4	
		BEGIN	04/29/11 12:41	HOLD	04/29/11 13:12	:31	.5	
		BEGIN	04/29/11 13:12	END	04/29/11 13:45	:33	.6	
					TOTAL	2:06	2.1	

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PAGE 3
LAST PAGE

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REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
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X Elisabeth Worsten
(SIGNATURE OR INITIALS)

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON THE BACK.

[redacted]

TAG: 0210 ADV: 132 SALYER, M INVOICE: PRELIM WAR W 5 MS VIN 1FTEW1C83AF[redacted] LICENSE NUMBER: CA [redacted]
MFG: 622001 TAX RULES: YYNNN INVOICED: 06/24/20[illegible] [illegible]:39:12 10 FORD F-150 2ND CREW CAB RED
ODOMETER IN: 24636 OUT: 24829 [illegible]: 1FA CHASSIS 2 STOCK# 0000N592
DATES BEGIN: 06/15/11 DONE: 06/24/11 DATES INSERVICE: 081609 PRODUCTION: 072309 SOLD: 012710

		OPERATION	TECH	HOURS	AMOUNT
CONCERN 49	POSS-RECHECK,CHECK AT TIMES ENGINE STALLS AT TIMES ALL SPEEDS ,STARTS RIGHT BACK UP,LUGS UP HILLS AT SPEEDS	12650D	217	.2	24.25
CAUSE	X				
CORRECTION	X				
49-1	X	MT	217	1.5	181.85
49-2	X	MT	217	1.1	133.35
49-3	X	9926A	217	.4	48.49

COMMENT SEE TECH NOTES
RAN EEC TEST NO CODES IN MEMMORY, VISUALLY CHECKED ENGINE CONTROLS CHECKED AIR INLET FOR POSSIBLE RESTRICTION OR BLOCKAGE NONE FOUND, ROADTESTED VEHICLE AND MONITORED PIDS UNABLE TO DUPLICATE CONCERN, CONTACTED HOTLINE INSTALLED VDR AS PER THERE RECOMMENDATION AND INCLUDED ETC_ANGLE AND ETC_ANGLEDSD PID, MT REQUIRED FOR DIAG TIME NEED DUE TO INTERMITANT FAULT AND THIS BEING THIRD TIME IN FOR COMPLAINT MORE TIME NEED
TO TRY AND VERIFY CONCERN, VEHICLE RETURNED WITH VDR, ANALIZED VDR RECORDINGS FOUND ETC_ANGLE AND ETC_ANGLEDSD PIDS HAD A DIFFERANCE GREATER THAN 5 DEGS, AS PER HOTLINE REPLACED THROTTLE BODY ASSEMBLY, MT REQUIRED TO EXAMINE RECORDINGS AND CONSOLT HOTLINE,

PART NUMBER		PO#	NOTE	DESCRIPTION	QTY	SELL	
FMC 9L3Z	9E926 FA		NSTK	THROTTLE	1	203.98	203.98
FMC 4R3Z	9E936 AA			GASKET	1	6.06	6.06

PARTS: COUNT 2 ALLOWANCE: 60.01
FACTORY TECH: 217 - DICKERSON, JERE CERT#: 7334

PAGE 1

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SERVICE HOURS
MONDAY THRU FRIDAY
7:30 AM TO 5:30 PM

"THANK YOU FOR YOUR BUSINESS"

H HANSEL

FORD LINCOLN MERCURY

BAR #AA 002910
P & A # 07894
EPA # CAD 981971872

3075 CORBY AVE. (707) 543-7460

SANTA ROSA, CALIFORNIA 95407

ORIGINAL ESTIMATE $		
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME

Ford | LINCOLN | MERCURY GENUINE PARTS & SERVICE

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(SIGNATURE OR INITIALS)

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON THE BACK.

[redacted] DRIVER/OWNER INFORMATION -- INVOICE: M83350

---------- FOR OFFICE USE ---------- ---------- VEHICLE INFORMATION ----------

TAG: 0210 ADV: 132 SALYER, INVOICED: 06/24/2011 16:39:12 MS 10 F-150 RED LICENSE NUMBER: CA [redacted]

CST CONCRN: D21 COND CODE : 42
LINE AUTH: DP 062411 16:33
LINE AUTH: DP 062411 16:33

	---------- SUBTOTAL ----------	
	PARTS	210.04
	LAB-MECHANICAL	387.94
TYPE: W	TOTAL CHARGE FOR CONCERN	597.98

CONCERN 51 PERFORM RECALL 11S15

		OPERATION	TECH	HOURS	AMOUNT
CAUSE	X	11S15C	217	.9	109.11
CORRECTION	X				
COMMENT	SEE TECH NOTES				

11S15 RECALL
11S15 RECALL INSPECTED AND INSTALLED HANDLE REINFORCEMENT

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
FMC 9L3Z 9922666 AA		RECALL	KIT - HANDLE	4	.39	1.56
PARTS: COUNT 4			ALLOWANCE:	.44		

FACTORY TECH: 217 - DICKERSON, JERE CERT#: 7334
CST CONCRN: A99 COND CODE : 82

	---------- SUBTOTAL ----------	
	PARTS	1.56
	LAB-MECHANICAL	109.11
TYPE: W	TOTAL CHARGE FOR CONCERN	110.67

---------- GRAND TOTALS ----------

SUMMARY OF CHARGES FOR INVOICE M83350		PAYMENT DISTRIBUTION FOR INVOICE M83350	
PARTS	211.60	TOTAL CHARGE	708.65
LAB-MECHANICAL	497.05		
TOTAL CHARGE	708.65	FMC WARRANTY	708.65

01/27/11 XXXXXXXX
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
TAP - TAP

PAGE 2

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FORD LINCOLN MERCURY

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P & A # 07894
EPA # CAD 981971872

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SANTA ROSA, CALIFORNIA 95407

68822

ORIGINAL ESTIMATE		
$		
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE $	REASON	ADDITIONAL COST $
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME

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NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON THE BACK.

[redacted]

---------- FOR OFFICE USE ---------- ---------- VEHICLE INFORMATION ----------

TAG: 0261 ADV: 132 SALYER, M INVOICE: QUOTE TAP W T MS VIN 1FTEW1C83AF[redacted] LICENSE NUMBER: CA [redacted]
MFG: 622001 TAX RULES: YYNNN INVOICED: 06/17/2011 10:30:34 10 FORD F-150 2ND CREW CAB RED
ODOMETER IN: 24636 OUT: 24653 DIST: 1FA CHASSIS 2 STOCK# 0000R592
DATES BEGIN: 06/15/11 DONE: 06/17/11 DATES INSERVICE: 081609 PRODUCTION: 072309 SOLD: 012710

---------- *** R.O. NOT COMPLETE *** ----------

CONCERN 70 PROVIDE ALTERNATE TRANSPORTATION TO OUR CUSTOMER

	OPERATION	TECH	HOURS	AMOUNT
CAUSE TAP	TAP	998	.0	.00

CORRECTION THANK YOU FOR YOUR BUSINESS
FACTORY TECH: 998 - FOR, SUBLET OUT
CST CONCRN: A99 COND CODE : 82
CODES - PROGRAM: QCM

---------- SUBTOTAL ----------
TYPE: TAP TOTAL CHARGE FOR CONCERN .00

---------- GRAND TOTALS ----------

SUMMARY OF CHARGES FOR INVOICE T83350
TOTAL CHARGE .00

PAYMENT DISTRIBUTION FOR INVOICE T83350
MFG EXT SVC .00
TOTAL CHARGE .00

01/27/11 XXXXXXXX
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
WAR - WARRANTY
IF YOU HAVE ANY QUESTIONS - PLEASE SEE MATTHEW CLARK SALYER

PAGE 1
LAST PAGE

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$		$	
AUTHORIZED BY	☐ IN PERSON	DATE	TIME
	☐ PHONE #		
ESTIMATE	REASON	ADDITIONAL COST	
		$	
AUTHORIZED BY	☐ IN PERSON	DATE	TIME
	☐ PHONE #		
REVISED ESTIMATE	REASON	ADDITIONAL COST	
$		$	
AUTHORIZED BY	☐ IN PERSON	DATE	TIME
	☐ PHONE #		
ORIGINAL ESTIMATE	SAVE PARTS		
$	☐ YES		

TO OUR CUSTOMERS

HANSEL FORD CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB. Rather, you are given a flat rate menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business and, of course, our desire to remain competitive.

We believe our menu pricing is advantageous to our customer, because **your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.**

ORIGINAL ESTIMATE	ESTIMATE INCLUDES
$ NC	$ FOR HAZARDOUS WASTE DISPOSAL

[redacted] ATE: 6/15/11

[redacted] ed on the front and reverse side of this document and have received a copy.

INSTRUCTIONS ON WORK TO BE DONE

PG 1 OF

49* PAY TYPE: W CC: D21
POSS-RECHECK,CHECK AT TIMES ENGINE
STALLS AT TIMES ALL SPEEDS ,STARTS RIGHT
BACK UP,LUGS UP HILLS AT SPEEDS

51 PAY TYPE: W CC: A99
PERFORM RECALL 11S15

70 PAY TYPE: TAP
PROVIDE ALTERNATE TRANSPORTATION TO OUR
CUSTOMER

TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	

RO 83350 *TAG 0261* LIC: CA 8W63857 SVC ADV: 116 MARK L RISHELL
[redacted] MRS 10 **VIN: 1FTEW1C83 AF[redacted]**
FORD F-150 COL CD: UK
2WD CREW CAB TRIM: ME
HIDDEN VALLEY LAKE LICENSE: CA [redacted] RED TRUCK
CA [redacted] MFG CODE: 622001 SVC DLR: 622001 SLM: 543
LAKE STOCK NUMBER: 0000R592
IN-SVC: 081609 SOLD:012710 PROD:072309
ODOMETER: LAST: 22796 CURRENT: 24636
AVG PER DAY: 47 PER MONTH: 1410

[redacted]

DIST CODE: 1FA
WARNING: POSSIBLE RECHECK 05/24/11 CHASSIS NUMBER: 2
MODEL# W1C

460 NOTE: 01/27/11 XXXXXXXX 06/15/11 17:04:36
RO NOTE: 01/27/11 XXXXXXXX
****PROMISED DATE: 06/15/11 TIME: 2100 ****

TAG 0261 **RO 83350** SVC ADV: 116 RESV: 037 VIN: 1FTEW1C83 AFA12637

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REVISED ESTIMATE	REASON	ADDITIONAL COST
$		$
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE	REASON	ADDITIONAL COST
$		$
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
REVISED ESTIMATE	REASON	ADDITIONAL COST
$		$
AUTHORIZED BY	☐ IN PERSON ☐ PHONE #	DATE TIME
ORIGINAL ESTIMATE	SAVE PARTS	
$	☐ YES	

TO OUR CUSTOMERS

HANSEL FORD CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC'S TIME SPENT ON THE JOB. Rather, you are given a flat rate menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a time factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business and, of course, our desire to remain competitive.

We believe our menu pricing is advantageous to our customer, because **your price for a prescribed repair remains the same regardless of how long the repair actually takes to be completed.**

ORIGINAL ESTIMATE	ESTIMATE INCLUDES
$ 85.-	$ FOR HAZARDOUS WASTE DISPOSAL

[redacted]

I have read and understand the information contained on the front and reverse side of this document and have received a copy.

INSTRUCTIONS ON WORK TO BE DONE

PG 1 OF 1

24* PAY TYPE: C
CHECK WHEEL ALIGNMENT AND SET TOE
PRIME IT

25 PAY TYPE: C
4 TIRES P195\6015 HANKOOK IN STOCK
3-4\32 BUBBLE RF RECOMMENDED BY TECH 238
ON RO 76671

TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	
TECH #	HOURS	$ AMOUNT $
LINE #	MILES OUT:	

RO 79073 *TAG 0216* LIC: CA 6EJT984 SVC ADV: 132 MATTHEW CLARK SALYE
[redacted]H MS 08 **VIN: 1FAHP33N2 8W[redacted]*
FORD FOCUS COL CD: TS
2DR CPE
ROHNERT PARK LICENSE: CA [redacted] SILVER CAR
CA [redacted] MFG CODE: 622001 SVC DLR: 622001 SLM: 517
SONOMA STOCK NUMBER: 00333406
IN-SVC: 052308 SOLD:052308 PROD:020108
ODOMETER: LAST: 38055 CURRENT: 39453
AVG PER DAY: 38 PER MONTH: 1140
[redacted]

CUSTOMER WAITING

DIST CODE: 1FA

WARNING: POSSIBLE RECHECK 02/17/11 CHASSIS NUMBER: X

EXTENDED SVC PLAN: TYPE: QCMPP NUMBER:NORMAL DEDUCTIBLE: .00
IN FORCE: N MONTHS: 36 MILEAGE: 30000 EXPIRES: 052311
04/01/11 08:31:25

****PROMISED DATE: 04/01/11 TIME: 2100 ****

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE

Dealer Number _____ Contract Number 00318038 R.O.S. Number _____ Stock Number R592

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[redacted] SANTA ROSA CA [redacted] SONOMA		HANSEL FORD/L/M 3075 CORBY AVE SANTA ROSA CA 95407

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under th agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Financ Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contrac

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2010	FORD F-150	21	1FTEW1CP	☒ personal, family or household ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 696.98 is
6.99 %	$ 8,310.10(e)	$ 36,021.00	$ 44,331.10(e)	$ 45,028.10(e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	
One Payment of	N/A	
71 Payments	615.71	Monthly, Beginning 03/13/2010
Payments	N/A	Monthly, Beginning
One Final Payment	615.71	02/13/2016

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. **Total Cash Price**
   - A. Cash Price of Motor Vehicle and Accessories $ 32488.00 (A)
     - 1. Cash Price Vehicle $ 32488.00
     - 2. Cash Price Accessories $ N/A
     - 3. Other (Nontaxable)
       - Describe _____ $ N/A
       - Describe _____ $ N/A
   - B. Document Preparation Fee (not a governmental fee) $ 55.00 (B)
   - C. Smog Fee Paid to Seller $ N/A (C)
   - D. *(Optional) Theft Deterrent Device (to whom paid)* _____ $ N/A (D)
   - E. *(Optional) Theft Deterrent Device (to whom paid)* _____ $ N/A (E)
   - F. *(Optional) Theft Deterrent Device (to whom paid)* _____ $ N/A (F)
   - G. (Optional) Surface Protection Product (to whom paid) _____ $ N/A (G)
   - H. (Optional) Surface Protection Product (to whom paid) _____ $ N/A (H)
   - I. Sales Tax (on taxable items in A through H) $ 3010.23 (I)
   - J. Optional DMV Electronic Filing Fee $ N/A (J)
   - K. *(Optional) Service Contract (to whom paid)* _____ $ N/A (K)
   - L. (Optional) Service Contract (to whom paid) _____ $ N/A (L)
   - M. (Optional) Service Contract (to whom paid) _____ $ N/A (M)
   - N. (Optional) Service Contract (to whom paid) _____ $ N/A (N)
   - O. *(Optional)* Service Contract (to whom paid) _____ $ N/A (O)
   - P. Prior Credit or Lease Balance paid by Seller to _____ $ N/A (P)
     (see downpayment and trade-in calculation)
   - Q. (Optional) Gap Contract (to whom paid)

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 are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

		Term	Premium
$ N/A Ded. Comp., Fire & Theft		N/A Mos.	$ N/A
$ N/A Ded. Collision		N/A Mos.	$ N/A
Bodily Injury	$ N/A Limits	N/A Mos.	$ N/A
Property Damage	$ N/A Limits	N/A Mos.	$ N/A
Medical	N/A	N/A Mos.	$ N/A
		N/A Mos.	$ N/A
Total Vehicle Insurance Premiums			$ N/A(a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X [redacted]
Co-Buyer X
Seller X HANSEL FORD LM

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.		$ N/A
Credit Disability	N/A Mos.		$ N/A
Total Credit Insurance Premiums			$ N/A (b)

Insurance Company Name N/A
Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have

Describe _____ $ N/A

Describe _____ $ N/A

B. Document Preparation Fee (not a governmental fee) $ 55.00 (B)

C. Smog Fee Paid to Seller $ N/A (C)

D. (Optional) Theft Deterrent Device (to whom paid) _____ $ N/A (D)

E. (Optional) Theft Deterrent Device (to whom paid) _____ $ N/A (E)

F. (Optional) Theft Deterrent Device (to whom paid) _____ $ N/A (F)

G. (Optional) Surface Protection Product (to whom paid) _____ $ N/A (G)

H. (Optional) Surface Protection Product (to whom paid) _____ $ N/A (H)

I. Sales Tax (on taxable items in A through H) $ 3010.23 (I)

J. Optional DMV Electronic Filing Fee $ N/A (J)

K. (Optional) Service Contract (to whom paid) _____ $ N/A (K)

L. (Optional) Service Contract (to whom paid) _____ $ N/A (L)

M. (Optional) Service Contract (to whom paid) _____ $ N/A (M)

N. (Optional) Service Contract (to whom paid) _____ $ N/A (N)

O. (Optional) Service Contract (to whom paid) _____ $ N/A (O)

P. Prior Credit or Lease Balance paid by Seller to _____ $ N/A (P)

(see downpayment and trade-in calculation)

Q. (Optional) Gap Contract (to whom paid) RESOURCE $ 695.00 (Q)

R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (R)

S. Other (to whom paid) _____ $ N/A (S)

For _____

Total Cash Price (A through S) $ 36248.23 (1)

2. Amounts Paid to Public Officials

A. License Fees ESTIMATED $ 374.00 (A)

B. Registration/Transfer/Titling Fees $ 87.00 (B)

C. California Tire Fees $ 8.75 (C)

D. Other _____ $ N/A (D)

Total Official Fees (A through D) $ 469.75 (2)

3. Amount Paid to Insurance Companies

(Total premiums from Statement of Insurance column a + b) N/A (3)

4. ☐ **Smog Certification or** ☐ **Exemption Fee Paid to State** $ N/A (4)

5. Subtotal (1 through 4) TRADE 2: 2007 FORD $ 36717.98 (5)

6. Total Downpayment F-150 1FTRW12507FB45504[redacted]

A. Agreed Trade-In Value Yr 2004 Make CADILLAC $ 37000.00 (A)

Model SRX Odom 75709

VIN 1GYEE63AX40[redacted]

B. Less Prior Credit or Lease Balance $ 41991.28 (B)

C. Net Trade-In (A less B) (indicate if a negative number) $ (4,991.28) (C)

D. Deferred Downpayment $ N/A (D)

E. Manufacturer's Rebate $ 5500.00 (E)

F. Other N/A $ _____ (F)

G. Cash $ 188.26 (G)

Total Downpayment (C through G) $ 696.98 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. Amount Financed (5 less 6) $ 36021.00 (7)

SELLER ASSISTED LOAN

BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A

Amount $ N/A Finance Charge $ N/A

Total $ N/A Payable in N/A

installments of $ N/A $ N/A

from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ **Name of autobroker receiving fee, if applicable:**

N/A

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on [redacted] Seller is unable to assign this contract to a financial institution will apply.

[redacted] X _____

Co-Buyer

	Term	Exp.	Premium
Credit Life	N/A Mos.		$ N/A
Credit Disability	N/A Mos.		$ N/A
Total Credit Insurance Premiums			$ N/A (b)

Insurance Company Name _____

N/A

Home Office Address _____

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).

You want to buy the credit insurance.

N/A

Date Buyer Signature Age

N/A

Date Co-Buyer Signature Age

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Mos. RESOURCE

Name of Gap Contract

I want to buy a [redacted]

Buyer Signs X [redacted]

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K,1L, 1M, 1N, and/or 1O.

1K Company N/A

Term _____ Mos. or _____ Miles

1L Company N/A

Term N/A Mos. or N/A Miles

1M Company N/A

Term N/A Mos. or N/A Miles

1N Company N/A

Term N/A Mos. or N/A Miles

1O Company N/A

Term N/A Mos. or N/A Miles

Buyer X N/A

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer [redacted]

Co-Buyer Signs X _____

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in N/A
installments of $ N/A $ N/A
from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ **Name of autobroker receiving fee, if applicable:**

N/A

Term N/A Mos. or N/A Miles
1M Company N/A
Term N/A Mos. or N/A Miles
1N Company N/A
Term N/A Mos. or N/A Miles
1O Company N/A
Term N/A Mos. or N/A Miles
Buyer X N/A

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer [redacted]
Co-Buyer Signs X

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

[redacted] X
Co-Buyer

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

[redacted] X _____

[redacted] or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund the difference to you. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund due from the Seller.

[redacted] Co-Buyer Signature X _____

[redacted] **d it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.**

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

[redacted] Co-Buyer Signature X _____

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

[redacted] Date 01/27/2010 Co-Buyer Signature X _____ Date _____

[redacted] who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date _____ Guarantor X _____ Date _____
Address _____ Address _____

Seller Signs HANSEL FORD/L/M Date 01/27/2010 By X _____ Title _____

LAW FORM NO. 553-CA-ARB (REV. 1/10) U.S. PATENT NO. D460,762
©2010 The Reynolds and Reynolds Company TO ORDER: www.reysource.com; 1-800-344-0996; fax 1-800-531-9653
COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR ... OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

CUSTOMER / TRUTH IN LENDING COPY

[redacted]

[redacted]

LAW OFFICE OF
Bowman
& ASSOCIATES, APC

www.bowmanandassoc.com
bfong@bowmanandassoc.com

Sacramento Office
2151 River Plaza Drive,
Suite 105
Sacramento, CA 95833
(916) 923-2800
F: (916) 923-2828

Toll Free: (877) 923-2877

Folsom Office
1837 Iron Point Road,
Suite 160
Folsom, CA 95630
(916) 985-2600
F: (916) 358-8689

FORD MOTOR COMPANY
RECEIVED
OCT 26 2011
OFFICE OF THE
GENERAL COUNSEL

CONFIDENTIAL COMMUNICATION
Protected by Evidence Code Section 1152 and 1154

Robert C. Bowman Jr.

Kara Keister
Sean Gavin
David P. Foos *Commissioner, Sacramento Superior Court, Retired*
Jesse S. Atwal
Kevin Morrison
Kenric P. Torkelson
Brooke Fong
Richard Kwun
Hubert Johnson

OFFICE OF THE SECRETARY
PETER J. SHERRY
11 OCT 25 A11:02

VIA U.S. MAIL

October 20, 2011

Ford Motor Company
One American Road
Dearborn, MI 48126-2798

Re: [redacted] Lemon Ford Taurus SHO

To Whom It May Concern,

This letter is to advise you that I have been retained to represent Mr. [redacted] regarding the 2010 Ford Taurus SHO he purchased from Folsom Lake Ford in April 2011. The Taurus has fallen into permanent disrepair after several failed attempts by your dealership to remedy its many recurring problems and my client is of the belief that the vehicle is a lemon. We request that you acknowledge our representation of Mr. [redacted] and address all future correspondence and communication in the above-indicated matter to this office.

Mr. [redacted] experienced the following problems with the Ford Taurus he purchased from your dealership:

- On August 2, 2011, the Taurus was discovered to be making a 'clunking' sound upon turning which was caused by a loose wheel.
- Between August 29, 2011 and September 9, 2011, the Taurus had transmission problems that required the technicians to contact Ford directly to diagnose and correct.
- Additionally, there is an ongoing brake problem in which Mr. [redacted] feels the brakes give upon application and he hears a clunking sound. This issue continues to this day and has yet to be properly diagnosed or corrected.
- Most recently, on October 8, 2011, the check engine light came on while the car was in operation and immediately, the vehicle lost power and would not accelerate. My client did not feel safe driving the car and had it towed to

your dealership. He was informed that his engine was misfiring on the left side. Mr. [redacted] received his vehicle back after 10 days of being in the shop.

According to the Song-Beverly Consumer Warranty Act, otherwise known as California's Lemon Law, if it is determined that a motor vehicle is a "lemon," the motor vehicle's warrantor must repurchase or replace the motor vehicle from the buyer. To be considered a "lemon," a vehicle (1) must be used some of the time for personal, family or household purposes, (2) the vehicle must have problems covered by a warranty, (3) the warrantor must be unable to repair the vehicle's warranty problems after a reasonable number or repair attempts, and (4) the vehicle must contain a problem covered by the warranty that substantially impairs the vehicle's use, value or safety to the buyer. California Civil Code §1790 et seq.

Indeed, the Ford Taurus SHO you sold to my client meets the above four elements and will be considered a "lemon" should this matter reach court. The vehicle was purchased by my client for personal and household purposes, had problems covered by warranty, and was serviced countless times by your dealership for numerous problems that you have been unable to fix.

Additionally, pursuant to the Song-Beverly Consumer Warranty Act, a "material defect" is defined as something that "substantially impairs the use, value, or safety of the vehicle." The issues with Mr. [redacted] Ford Taurus SHO qualify under this standard. The more serious the defect, the fewer number of repair attempts will be necessary to qualify the vehicle as a lemon. Moreover, the stuttering engine and brake issues have caused my client to fear for his safety and well-being while driving the vehicle. This essentially rendered the vehicle inoperable for the majority of the time that it was in his possession.

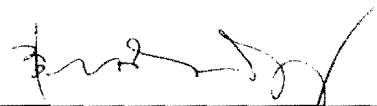
In order to settle my clients' claims and thereby prevent the necessity of turning to a more formal and costly means of resolution, my client requests a reasonable and equitable settlement agreement. My client ask that you repurchase the Ford Taurus SHO from him at the same rate in which he originally purchased it from you, and that you compensate him for any and all additional expenses that resulted from the vehicle's inoperability, including repairs and the cost of any rental vehicles.

My client hopes to settle this matter in a prompt and amicable fashion. However, if this matter is not settled via mutual agreement as noted above within **15 days** of the date of this letter, Mr. [redacted] will have no alternative but to pursue all of his available legal remedies. Please contact this office at your earliest convenience to discuss this above reasonable request.

Thank you for your anticipated prompt attention to this matter.

Respectfully,

LAW OFFICE OF BOWMAN & ASSOCIATES
A Professional Corporation



Brooke Fong, Attorney at Law

[redacted]

CT Corporation

Service of Process Transmittal

12/02/2010
CT Log Number 517682779

TO: Chris Dzbanski
Ford Motor Company
WHQ 433-E3, One American Road
Dearborn, MI 48126

RE: **Process Served in Pennsylvania**

FOR: Ford Motor Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	[redacted], Pltf. vs. Ford Motor Company, Dft.
DOCUMENT(S) SERVED:	Letter, Cover Sheets, Notice to Defend, Complaint, Verification, Exhibits
COURT/AGENCY:	Philadelphia County, Court of Common Pleas, PA Case # 101101047
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - Failure to correct and/or repair defects on 2010 Ford F-150, VIN: 1FTFW1E83AF[redacted]
ON WHOM PROCESS WAS SERVED:	CT Corporation System, Harrisburg, PA
DATE AND HOUR OF SERVICE:	By Certified Mail on 12/02/2010 postmarked on 11/30/2010
APPEARANCE OR ANSWER DUE:	Within 20 days - Written Appearance // 07/08/2011 at 9:30 a.m. - Arbitration Hearing
ATTORNEY(S) / SENDER(S):	Robert A. Rapkin Kimmel & Silverman, P.C. 30 East Butler Pike Ambler, PA 19002 215-540-8888
REMARKS:	Postmark may not be legible on scanned image.
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 796508829321 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED:	CT Corporation System
PER:	Sabra Dudding
ADDRESS:	116 Pine Street 3rd Floor, Suite 320 Harrisburg, PA 17101
TELEPHONE:	717-234-6004

10 DEC -3 P3:49

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

Member, PA Bar
Member, NJ Bar
Member, DE Bar
Member, NY Bar
Member, MA Bar
Member, MD Bar
Member, OH Bar
Member, MI Bar
Member, NH Bar
Member, CT Bar
Member, TN Bar
Member, WY Bar
Member, DC Bar

KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 325, Dayville, CT 06241, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT
ROBERT A. RAPKIN
ANGELA K. TROCCOLI
FRED DAVIS
AMY L. BENNECOFF
CHRISTINA GILL ROSEMAN
RICHARD A. SCHOLER
TARA L. PATTERSON
W. CHRISTOPHER COMPONOVO
TIMOTHY J. ABEEL

November 30, 2010

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Ford Motor Company
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

RE: [redacted] v. Ford Motor Company
November Term 2010, No. 001047

Dear Sir/Madam:

Enclosed please find a copy of the Complaint which has been filed against Ford Motor Company in the Court of Common Pleas, Philadelphia County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please refer the attached to the legal department. **Note**: A responsive pleading is due 20 days after the receipt of the Complaint.

Very truly yours,

Robert A. Rapkin

RAR\jh

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)
NOVEMBER 2010 001047
Filing Number: 1011009483

PLAINTIFF'S NAME	DEFENDANT'S NAME
THOMAS J. WIEST	FORD MOTOR COMPANY
PLAINTIFF'S ADDRESS 4812 KNORR STREET PHILADELPHIA PA 19135	DEFENDANT'S ADDRESS C/O CT CORPORATION 116 PINE STREET SUITE 320 HARRISBURG PA 17101
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS	TOTAL NUMBER OF DEFENDANTS	COMMENCEMENT OF ACTION
1	1	[X] Complaint [ ] Petition Action [ ] Notice of Appeal [ ] Writ of Summons [ ] Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY	COURT PROGRAMS			
[X] $50,000.00 or less [ ] More than $50,000.00	[X] Arbitration [ ] Jury [ ] Non-Jury [ ] Other:	[ ] Mass Tort [ ] Savings Action [ ] Petition	[ ] Commerce [ ] Minor Court Appeal [ ] Statutory Appeals	[ ] Settlement [ ] Minors [ ] W/D/Survival

CASE TYPE AND CODE
10 - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

FILED
PRO PROTHY
NOV 05 2010
J. MURPHY

IS CASE SUBJECT TO COORDINATION ORDER?
YES NO

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: THOMAS J WIEST

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY		ADDRESS
ROBERT A. RAPKIN		30 EAST BUTLER PIKE AMBLER PA 19002
PHONE NUMBER (215)540-8888	FAX NUMBER (215)540-8817	
SUPREME COURT IDENTIFICATION NO. 61628		E-MAIL ADDRESS rarphillyefile@lemonlaw.com
SIGNATURE OF FILING ATTORNEY OR PARTY *ROBERT RAPKIN*		DATE SUBMITTED Friday, November 05, 2010, 08:48 am

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:30 AM - 07/08/2011
You must still comply with the notice below. USTED TODAVIA DEBE CUMPLIR CON EL AVISO PARA DEFENDERSE.
This matter will be heard by a Board of Arbitrators at the time, date and place specified but if one or more parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no right to a trial denovo on appeal from a decision entered by a Judge.

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

Filed and Attested by
PROTHONOTARY
05 NOV 2010 09:44 am

PLAINTIFF'S NAME	DEFENDANT'S NAME
Thomas L. Wiest	Ford Motor Company
PLAINTIFF'S ADDRESS 4812 Knorr Street Philadelphia, PA 19135	DEFENDANT'S ADDRESS Ford Motor Company c/o CT Corporation System 116 Pine Street Suite 320 Harrisburg, PA 17101
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS	TOTAL NO. OF DEFENDANTS	COMMENCEMENT OF ACTION
1	1	☒ Complaint ☐ Petition Action ☐ Notice of Appeal ☐ Writ of Summons ☐ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY	COURT PROGRAMS				
☐ $50,000.00 or less	☒ Arbitration	☐ Mass Tort	☐ Commerce	☐ Settlement	
☐ More than $50,000.00	☐ Jury	☐ Savings Action	☐ Minor Court Appeal	☐ Minors	
	☐ Non-Jury	☐ Petition	☐ Statutory Appeals	☐ W/D/Survival	
	☐ Other:				

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 PLAINTIFFS/PETITIONER'S/APPELLANT'S ATTORNEY	ADDRESS (SEE INSTRUCTIONS)
Robert A. Rapkin	Kimmel & Silverman, P.C. 30 East Butler Pike Ambler, PA 19002
PHONE NUMBER: (215) 540-8888 / FAX NUMBER: (215) 540-8817	
SUPREME COURT IDENTIFICATION NO. 61628	E-MAIL ADDRESS rrapkin@lemonlaw.com
SIGNATURE	DATE

Case ID: 101101047

PE13-003 001944LCPV

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.

THOMAS J. WIEST 4812 Knorr Street Philadelphia, PA 19135 v. FORD MOTOR COMPANY c/o CT Corporation System 116 Pine Street Suite 320 Harrisburg, PA 17101	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL ACTION

NOTICE TO DEFEND
CODE: 1900

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas an las paginas signientes, usted tiene veinte (20) dias de plazo al partir de ia fecha de la demanda y ia notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, le corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u ostros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
FILADELFIA, PA 19107
TELEFONO: 215-238-1701

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.

THOMAS J. WIEST 4812 Knorr Street Philadelphia, PA 19135 v. FORD MOTOR COMPANY c/o CT Corporation System 116 Pine Street Suite 320 Harrisburg, PA 17101	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiff, Thomas J. Wiest, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 4812 Knorr Street, Philadelphia, PA 19135.

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about February 20, 2010, Plaintiff leased a new 2010 Ford F-150, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTFW1E83AFB04638.

4. The vehicle was leased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The lease 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 $36,312.31. 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: Vehicle Stalls While Driving, Hard Start and A/C Inoperable. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

11. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

12. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

13. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

14. Chapman Ford is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

15. On or about February 20, 2010, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

16. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

17. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

> If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchasers use of the vehicle, not exceeding $.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

18. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

> (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
>
> (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

19. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

20. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

21. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

22. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

23. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

24. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

25. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

26. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

27. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

30. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

31. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

32. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

33. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

34. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

35. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

36. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

37. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

38. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

39. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach

of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

41. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

42. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

43. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

44. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

45. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

46. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

47. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

48. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

49. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

50. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

> (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
>
> (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
>
> (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
>
> (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
>
> (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

51. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

52. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

53. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

54. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Fifty Thousand Dollars ($50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: /S/

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

Case ID: 101101047

V E R I F I C A T I O N

Robert A. Rapkin, states that they are the attorney for the Plaintiff herein; that they are acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

/S/

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff

Case ID: 101101047

PENNSYLVANIA
MOTOR VEHICLE LEASE AGREEMENT

DATE 02/20/2010

1-800-727-7000

Ford Credit

www.fordcredit.com

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)

THOMAS J HIEST
4812 KNORR ST
PHILADELPHIA PA 19135-2308

LESSOR (Name and Address)

CHAPMAN FORD SALES, INC.
9371 ROOSEVELT BLVD
PHILADELPHIA PA 19114

"Finance Company" is FORD MOTOR CREDIT COMPANY. The "Holder" is CHAPMAN FORD SALES, INC. and its assigns.

By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."
If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	11	2010 FORD TRUCK F-150 SERIES	1FTFW1E83AFB04638	PERSONAL

1. Amount Due At Lease Signing or Delivery (Itemized Below) *

$ 3672.08

2. Payments

(a) Monthly Payments

Your first monthly payment of $ 495.77 is due on 02/20/10 followed by 35 payments of $ 495.77 due on the 22nd day of each month. The total of Your monthly payments is $ 17847.72.

(b) Advance Payment

Your Payment of $ N/A is due on N/A.
The total of Your payment is $ N/A.

3. Other Charges (not part of Your monthly payment)

Disposition fee (if You do not purchase the Vehicle) $ N/A

N/A N/A

Total $ N/A

4. Total of Payments (The amount You will have paid by the end of the lease)

$ 21024.03

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	$ 2950.28
b. First monthly payment	495.77
c. Advance payment	N/A
d. Refundable security deposit	N/A
e. Title fees	22.50
f. Registration fees	N/A
g. Acquisition fee	N/A
h. TRANS FEE/LIEN FEE	11.00
i. TIRE TAX/TAX ON CASH DOWN	54.53
j. ONLINE REG FEE	15.00
k. DOC FEE	123.00
l. N/A	N/A
m. N/A	N/A
Total	$ 3672.08

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	$ 450.28
b. Rebates and noncash credits	2500.00
c. Amount to be paid in cash	721.80
d. N/A	N/A
Total	$ 3672.08

7. Your payment is determined as shown below:

a. **Gross capitalized cost.** The agreed upon value of the Vehicle ($ 36312.31) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (itemized below - Item 19) ** 38137.31

b. **Capitalized cost reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost . . . − 2950.28

c. **Adjusted capitalized cost.** The amount used in calculating Your base payment . . . = 35187.03

d. **Residual value.** The value of the Vehicle at the end of the lease used in calculating Your base payment . . . − 20776.60

e. **Depreciation and any amortized amounts.** The amounts charged for the Vehicle's decline in value and for other items paid over the lease term . . . = 14410.43

f. **Rent charge.** The amount charged in addition to the depreciation and any amortized amounts . . . + 1668.61

g. **Total of base payments.** The depreciation and any amortized amounts plus the rent charge . . . = 16079.04

h. **Lease payments.** The number of payments in Your lease . . . ÷ 36

i. **Base payment** . . . = 446.64

40.12

ALL-STATE LEGAL® PLAINTIFF'S EXHIBIT A

Case ID: 101101047

PE13-003 001955LCPV

k. N/A + 49.13

L. N/A + N/A

m. Total payment + N/A

n. Lease term in months $ 495.77 36

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

8. Excess Wear and Use. You may be charged for excessive wear and use based on our standards for normal use and expected residual value. If You purchase the Vehicle, You must pay to Lessor $0.20 per mile for each mile in excess of 36011 miles shown on the odometer. See Items 23 and 28 on back and the WearCare Addendum, if any, attached to this lease for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of $0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than $1.00.

10. Purchase Option at End of Lease Term, $ 21276.60 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease and purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

12. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

XX ☐ Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

XX ☐ FORD ESP
36 MO/36000 MI

13. OFFICIAL FEES AND TAXES $ 1840.71
The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of $1,000; and (b) collision and upset insurance with a maximum deductible of $1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of $ 15000.00 for any one person and $ 30000.00 for any one accident, and $ 5000.00 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 24 on back)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

15. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance $ N/A (Initial Coverage) $ N/A (Premium) N/A (Insured(s))
N/A (Insurance Company)
Lessee: X Co-Lessee: X

b. Credit Disability Insurance $ N/A (Monthly Coverage) $ N/A (Premium) N/A (Insured(s))
N/A (Insurance Company)
Lessee: X Co-Lessee: X

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or $50.00 whichever is less.

17. LESSOR SERVICES (See Item 22 on back) N/A

18. Returned Check Charge You agree to pay a returned check charge of $ N/A for each check, draft, or other order of payment that is dishonored for any reason.

**19. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
$ 36312.31	+ $ N/A	+ $ N/A	+ $ N/A	+ $ 35.00	+ $ 595.00	+ $ N/A
N/A N/A	N/A	WEAR CARE	N/A	MAINT CONT	N/A	Total Gross Capitalized Cost
+ $ N/A	+ $ N/A	+ $ 500.00	+ $ N/A	+ $ 635.00	+ $ N/A	= $ 39137.31

SIGNATURES AND IMPORTANT NOTICES

Important Notice: If You do not meet Your contractual obligations, You may lose the right to lease and use the Vehicle, as well as Your security deposit.

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

[redacted] By: X [redacted] Title:

Co-Lessee: By: X Title:

Case ID: 101101047

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS

Payment Lease and the Vehicle's Fair Market Wholesale Value exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

Alternatively, You may chose to satisfy Your financial obligation under this section upon Vehicle return if You pay the following: (a) the unpaid remaining Monthly Payments, plus (b) any charges for excess wear and use and mileage, plus (c) all other amounts then due under the lease.

30. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase the Vehicle from the Lessor or a party [redacted]

32. CONTACT NUMBER FOR FINANCE COMPANY Please contact Finance Company at the telephone number or website listed on the front of this lease if You have any questions regarding terminating Your lease or purchasing the Vehicle.

33. YOUR ODOMETER OBLIGATIONS Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease. You may be fined and/or imprisoned if you do not complete the [redacted]

DEFAULT AND LOSS OF VEHICLE

34. DEFAULT You will be in default if: (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You are in [redacted] Finance Company the right to go on Your property to peacefully retake the Vehicle.

If Finance Company retakes the Vehicle, You must pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the wholesale sale of the Vehicle, [redacted] due under the lease (except charges [redacted] If You entered into an *Advance Payment* [redacted] which could be realized at the wholesale sale of the Vehicle exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

The value which could be realized at the wholesale sale of the Vehicle will be: (a) the net amount received by Finance Company, Holder or its [redacted] professional appraisal obtained by You at Your expense within 10 days from default, from an independent third party agreeable to Finance Company. You must also pay all expenses, including reasonable attorneys fees, payable by Finance Company to obtain, hold and sell the Vehicle, collect amounts due and enforce Holder's rights under this lease.

35. Theft or Destruction of Vehicle If the Vehicle is stolen or destroyed, the amount You owe will depend upon whether You had the required insurance in effect and the claim for the Vehicle is fully honored. If Finance Company does not receive the full insurance proceeds, You will pay to Finance Company the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under the lease (except charges for excess wear and use and mileage), less (c) any insurance proceeds received by Finance Company.

GAP Waiver If You had in effect the insurance required under this lease and Finance Company receives the full insurance proceeds, You will not be required to pay the difference (GAP) between the Unpaid Adjusted Capitalized Cost and the insurance proceeds. You will only be required to pay: (a) any past due Monthly Payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease (except charges for excess wear and use and mileage).

Even if the Vehicle is insured, if You have a *Monthly Payment Lease*, [redacted] payment of the insurance proceeds, [redacted] Payments. If You have [redacted] proceeds are paid, You will receive a credit equal to the Base Monthly Payment multiplied by the number of remaining months in the Lease Term in Months, beginning with the month immediately following the date of theft or destruction.

[redacted] INFORMATION

36. ASSIGNMENT AND ADMINISTRATION [redacted] Finance Company is not the Holder of this lease, Holder has appointed Finance Company as its agent. As agent for Holder, Finance Company has the [redacted] parking tickets, imposed on the Vehicle or its driver. If both a Lessee and Co-Lessee signed this lease, each party is jointly and severally liable for the payment of these fines and tickets. If You do not pay, You will reimburse Finance Company and pay a $20 administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION O[illegible] THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in copy [illegible] this lease. You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of th[illegible] lease by the Lessor to Holder.

Lessee [redacted] By [redacted] Title:

Co-Lessee: By: X Title:

Lessor and Lessee are hereby notified that Holder has assigned to QI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.

Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

CHAPMAN FORD SALES, INC

Lessor: By: X Title: FAI DIRECTOR

FC 19037-P AUG 06
FC 19037-APP
Previous editions may NOT be used.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - LESSOR PLY 4 - CO-LESSEE/GUARANTOR

Case ID: 101101047

CHAPMAN
AUTO GROUP

www.chapmanautogroup.com

CUSTOMER NO. 84752 RICHARD ALAMPI 0172 [illegible] 0CS682245

[redacted]

[redacted] W I E 8 3 A F [redacted]

LABOR
J# 1 02FTZ SCHEDULED MAINTE HOURS [illegible] TECH(S) 4921 [illegible] WARRANTY
PERFORMED FORD MAINTENANCE
DO NOT ADD WASHER FLUID
MAINT 82 A99
PERFORMED

PARTS	QTY	PN NUMBER	DESCRIPTION	UNIT PRICE	
	1	P1AZ-6731-BE	FILTER-OIL		WARRANTY
	6	XO-5W20-QSP	OIL		WARRANTY

TOTAL PARTS 0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2 15FTZ DRIVEABILITY CU HOURS [illegible] TECH(S) [illegible] WARRANTY
CUSTOMER STATES STALLS OUT AT TIMES
HARD STOP 2 TIMES ON HILL CRANK HARD START AFTER STALL
AND ENGINE RUNS UNDER LOAD 3RD [illegible]
POOR FUEL ECONOMY
CHECK FOR [illegible] INCLUDES [illegible] AND [illegible]
DUPLICATE [illegible]

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
J# 3 77FTZ99P MULTI POINT INSP HOURS [illegible] TECH(S) 9190 [illegible]
PERFORM MULTI POINT INSPECTION

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR
J# 4 77FTZGTIRE ATU TIRE MEASUREMENT HOURS [illegible] TECH(S) 9190 [illegible]
INSPECT TIRES TIRES IN GREEN ZONE GOOD

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES

LABOR
J# 5 77FTZGBK GREEN TRUCK BRAKE CHECK HOURS [illegible] TECH(S) 9190 [illegible]
BRAKES CHECKED GREEN AND OKAY AT THIS TIME

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

IMPORTANT
You may receive a questionnaire from the manufacturer in the next few weeks. If for any reason you cannot grade us "Completely Satisfied" on each question, please contact your service Manager.
Thank You,
CHAPMAN AUTO GROUP

PLAINTIFF'S EXHIBIT 6
ALL-STATE LEGAL®

THANK YOU

 [CONTINUED ON NEXT PAGE] 11:49am

For Re-order TRI-STATE BUSINESS FORMS (888) 579-[illegible]

Case ID: 1011[illegible]1047

PE13-003 001958LCPV

CHAPMAN
AUTO GROUP
www.chapmanautogroup.com

Ford | LINCOLN Mercury | NISSAN | mazda | CHRYSLER | Jeep.

CUSTOMER NO. 84752 | RICHARD ALAMPI | 0172 | [illegible] | [illegible] | OCS682245

[redacted]

LABOR RATE | LICENSE NO. | [illegible] | [illegible] | [illegible]

[illegible] FORD TRUCK/F-150 SERIES [illegible] | [illegible] | DELIVERY MILES [illegible]

VEHICLE I.D. NO. W 1 E 8 3 A F [redacted] | SELLING DEALER NO. | PRODUCTION DATE

[illegible]

COMMENTS | [illegible] | MOX [illegible]

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

TECHNICIAN CERTIFICATION
9190 JEROME L TRZASKA 7825

TOTALS

METHOD OF PAYMENT

[ ] CASH [ ] CHECK No ..... [ ] VISA/MC

[ ] AMEX [ ] DISCOVER [ ] DINER'S CLUB [ ] A/R

RECEIVED BY [signature] DATE

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
TOTAL INVOICE $	0.00

CUSTOMER SIGNATURE

CHAPMAN
AUTO GROUP
www.chapmanautogroup.com

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

IMPORTANT
You may receive a questionnaire from the manufacturer in the next few weeks. If for any reason you cannot grade us "Completely Satisfied" on each question, please contact your service Manager.
Thank You,
CHAPMAN AUTO GROUP

For Re-order TRI-STATE BUSINESS FORMS (888) 579-3638

Case ID: 101101047

THANK YOU

CHAPMAN
AUTO GROUP
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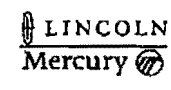

Ford | LINCOLN Mercury | NISSAN | mazda | CHRYSLER | Jeep.

84752 RICHARD ALAMPI 01/2 [redacted] ocs689118

[redacted]

FORD TRUCK F-150 SERIES SUPERCREW [redacted]

FILE ID NO. W 1 E 8 3 A F [redacted]

[redacted]

LABOR
J# 1.06FTZ AIR CONDITIONING HOURS 7.00 TECH(S) 5264 WARRANTY
CUSTOMER STATES CHECK WILL NOT WORK ON DEFROST AT TIMES
ONLY ON DASH
DIAGNOSIS AND REPLACE HEATER CONTROL HEAD ACTUATOR AND
PLENTIUM CHAMBER

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	AR3Z-19E616-D	MOTOR A 475719		WARRANTY
	1	6L3Z-1821453-A	WEATHER 189033		WARRANTY
	1	AL3Z-19980-C	CONTROL 415865		WARRANTY
	1	9L3Z-18471-B	DUCT 361495		WARRANTY
				TOTAL PARTS	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2.15FTZ DRIVEABILITY HOURS TECH(S) 4923 WARRANTY
CUSTOMER STATES CHECK STALLS OUT AT TIMES DRIVING ALSO
WHEN PARKED ON HILL WITH FUEL AT 3/8 DOWN HILL (NOSE DOWN)
AND [illegible] TO EMPTY IS NOT ACURATE [illegible]
SAT[illegible] MTE
CHECK AND REPROGRAM PCM [illegible]

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
J# 3.08FTZ TRANSMISSION AUTO HOURS TECH(S) 4923 WARRANTY
CUSTOMER STATES CHECK TRANSMISSION BANGS WHEN COMING TO A ST
OP AND THE ACELL
INSTALL TRANSMISSION SLIP YOKE

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	XG 8	LUBRICA 891265		WARRANTY
	1	9L3Z-4421-A	BOOT 346682		WARRANTY
	2	9L3Z-38478-A	CLAMP 346794		WARRANTY
				TOTAL PARTS	0.00

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR
J# 4.47FTZ TIRES & WHEELS HOURS TECH(S) 4923 0.00
CUSTOMER STATES CHECK L/R WHEEL NEEDS TO BE REBALANCED WHICH
T CAME OFF

DISCLAIMER OF WARRANTIES
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CHAPMAN AUTO GROUP

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PAGE 1 OF 2 CUSTOMER COPY (CONTINUED ON NEXT PAGE) 02:51pm

Case ID: 101101047

THANK YOU

PE13-003 001960LCPV

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Ford | LINCOLN Mercury | NISSAN | mazda | CHRYSLER | Jeep.

84752 RICHARD ALAMPI 0172 [illegible] 0C5689118

[redacted]

[redacted] ORD TRUCK/F-150 SERIES/SUPERCREW [redacted]

[redacted] ICLE ID NO. W 1 E 8 3 A F [redacted] LINE DEALER NO. PRODUCTION DATE

[redacted]

JOB# 4 JOURNAL PREFIX [illegible] TOTAL 0.00

METHOD OF PAYMENT

[ ] CASH [ ] CHECK No. [ ] VISA/MC

[ ] AMEX [ ] DISCOVER [ ] DINER'S CLUB [ ] A/R

RECEIVED [redacted] DATE

TOTAL INVOICE $ 0.00

CUSTOMER SIGNATURE

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DISCLAIMER OF WARRANTIES

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IMPORTANT
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Thank You.
CHAPMAN AUTO GROUP

For Re-order TRI-STATE BUSINESS FORMS (888) 579-3638

PAGE 2 OF 2 CUSTOMER COPY [END OF INVOICE] 02:51pm

Case ID: 101101047

THANK YOU

PE13-003 001961LCPV

0

CUSTOMER LIST

CUSTOMER NAME/PHONE NUMBER	ADDRESS	STATUS
[redacted]	[redacted] PHILADELPHIA PA [redacted]	[redacted]

Ford Confidential

Customer Info

Customer:	[redacted]	**Primary Phone:**	[redacted]
Address:	[redacted]	PHILADELPHIA	PA [redacted]
Country:	USA	**Language:**	EN
Cell Phone:		**Pager:**	
Preferred Contact method:		**Fax:**	
Preferred Contact Time:		**Email:**	[redacted]

Ford Confidential

Vehicle List

VIN	Year	Model	Sales Type	Owner Status	Vehicle Info
1FTFW1E83AF[redacted]	2010	F-SERIES	RETAIL SALE TO PRIVATE INDIVIDUAL	Original Owner	Oasis
No Open Issues					Warranty History
1FTRW14W84K[redacted]	2004	F-SERIES	RETAIL SALE TO PRIVATE INDIVIDUAL	Original Owner	Oasis
No Open Issues					Warranty History
1FTPW14578F[redacted]	2008	F-SERIES	RETAIL SALE TO PRIVATE INDIVIDUAL	Original Owner	Oasis
No Open Issues					Warranty History

Ford Confidential

ESP / Recall Information

VIN: 1FTFW1E83AFB04638

Contract: 1 of 2

----------**ESP Purchase Details**----------

Purchaser: [redacted]
Plan Type: USA 2010 36/36,000 RENTALCARE (WARRANTY REPAIRS ONLY)
Selling Dealer: CHAPMAN'S NORTHEAST FORD LINCOLN MERCURY
Deductible:
Rental: 30
Towing Allowance:

Status: Active
Expiration Date: 2013-02-20
Expiration Miles: 36,000
Plan Year: 2010
Purchase Type: N
Options:

----------**ESP Cancellation Details**----------

Cancel Date:
Refund Percent:
Dealer Credited:

Process Date:
Dealer Received Date:

Contract: 2 of 2

----------**ESP Purchase Details**----------

Purchaser: [redacted]
Plan Type: USA 2010 NEW 36/45K PREM MAINT(M&W) 5K INTERVAL
Selling Dealer: CHAPMAN'S NORTHEAST FORD LINCOLN MERCURY
Deductible:
Rental:
Towing Allowance:

Status: Active
Expiration Date: 2013-02-20
Expiration Miles: 46,000
Plan Year: 2010
Purchase Type: N
Options:

----------**ESP Cancellation Details**----------

Cancel Date:
Refund Percent:
Dealer Credited:

Process Date:
Dealer Received Date:

No Recall Information for this VIN

VEHICLE DETAIL

VIN:	1FTFW1E83AF[redacted]	**Engine:**	4.6L 3V V8
Make:	FORD	**Transmission:**	6 SPD AUTO TRANS (6R80) A
Model:	F-SERIES	**Paint Code/Color:**	STERLING GRAY METALLIC
Year:	2010	**Calibration:**	AF614D0N
Pay Load:		**Max Towing Weight:**	
GVWR:	07150	**Axle Ratio:**	
WheelBase:	157	**Warranty Start Date:**	2/20/2010
GCWR:		**Vehicle Build Date:**	11/23/2009
PEP Code:	507A		

Selling Dealers Name: CHAPMAN'S NORTHEAST FORD LINCOLN MERCURY
Selling Dealers P & A Code: 01431 **Selling Dealers Sales Code:** F16019
Selling Dealers Main Phone: 215-698-7000 **Selling Dealers Service Phone:** 215-676-3636

Vehicle Order Image

```
1 2 3 4 5 6 7 8 9 10  1 2 3 4 5 6 7 8 9 20  1 2 3 4 5 6 7 8 9 30  1 2 3 4 5 6 7 8 9 40  1 2 3 4 5 6 7 8 9 50
W 1 E A F[redacted]  [redacted]  8 P C  E   7  3 0 K P 0 0 3          U K  T   2 5 6 B 6  7 E

1 2 3 4 5 6 7 8 9 60  1 2 3 4 5 6 7 8 9 70  1 2 3 4 5 6 7 8 9 80  1 2 3 4 5 6 7 8 9 90  1 2 3 4 5 6 7 8 9 100
A B 5 H   K 5 5   C  4 F 5 D   3 1  6 D 0 1 9  5 4  A  U J   A   F E P  B 4        8 1

1 2 3 4 5 6 7 8 9 110  1 2 3 4 5 6 7 8 9 120  1 2 3 4 5 6 7 8 9 130  1 2 3 4 5 6 7 8 9 140  1 2 3 4 5 6 7 8 9 150
F T F 3  3  C  T        5 0 7 A  9  8 6 P A

1 2 3 4 5 6 7 8 9 160
```

Ford Confidential

Server: **AWS Prod**
Claims loaded through: **10-DEC-2010**

Vehicle Information Report

GENERAL VEHICLE INFORMATION: (Related Claims)

VIN:	1FTFW1E83AF[redacted]	**Veh Line:**	T/F6 - F150/LINCOLN MARK LT [04-11]	**Body Shell:**	*
Model Year:	2010	**Market Derived:**	F - FORD	**Navis Eng Serial No:**	110932429571
Veh Type:	T	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Engine:**	T/W8 - 4.6L 3V V8
Inv. Dealer:	16019	**Body Cab Style:**	- DOUBLE CAB (CREW CAB)	**Transmission:**	T/C3 - 6 SPD AUTO TRANS (6R80)
Vehicle Status Code:	800	**Version/Series:**	T/AM - 150 SERIES		

Trace Eng Serial No:

```
---------1----------2---------3--------4---------5----------6----------7---------8
E1900 05110932429571  0A   860  AA
```

Trace Trans Serial No:

```
A4321 12110924192186  AL3P 7000 MC  A1
```

BUILD INFORMATION:

Region:	NA	**Plant:**	AF - DEARBORN PLANT BUILD
Country:	USA	**Prod Date:**	23-NOV-2009

SALE INFORMATION:

Region:	NA	**Selling Dealer [code]:**	CHAPMAN FORD SALES, INC. [116019 - *]
Country:	USA	**Selling Dlr St/Prov:**	PA
		Buyer St/Prov:	*

Arrival Date:	10-DEC-2009	**Red Carpet Lease:**	1		
Sale Date:	20-FEB-2010	**Fleet/Retail/Co. Lease:**	R		
Warranty Start Date:	20-FEB-2010	**Modified Vehicle:**	*	**Vehicle Count Flag:**	Y
Orig Warranty Date:	20-FEB-2010	**Reacquired Vehicle:**	*	**Vehicle Export Flag:**	N

VOC/EOC:

```
---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0
W1EAFB04638157 8PC E 7 30KP003      UK T 256B6 7E AB5H  K55 C 4F5D  316D019 54 AUJ  A  FEPB4      81
FTF3 3 C T    507A 986PA
```

INSTALLED OPTION INFORMATION:

PE13-003 001967LCPV

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**GVW Code:**	
Alternator Amp Rating:	*	**GVW Class Code:**	F
Audio Disk:	* - [N/A]	**Instrumentation:**	* - [N/A]
Axle Ratio:	EGAJB - 3.73 FINAL DRIVE RATIO	**Mirror(Driver Side):**	BA - DRIVER POWER/HEATED MIRROR
Axle Type:	EGJAC - LIMITED SLIP REAR AXLE	**Mirror(Psngr Side):**	BA - PASS POWER/HEATED CONVEX MIRR
Battery Amp Rating:	MK	**Paint:**	PN3KD - STERLING GRAY METALLIC
Brake Code:	FBAAD - POWER 4-WHEEL DISC	**Power Antenna:**	* - [N/A]
Brake Code(Service):	* - [N/A]	**Radio:**	AU - ELETR PREM AM/FM STRO/DISC
Calibration Code:	AF614D0N	**Sound System:**	* - [N/A]
Color(Accent):	* - [N/A]	**Suspn Tandem Axle:**	
Color(Trim):	000HB - MEDIUM STONE	**Tire Manufacturer:**	AE - B.F. Goodrich
Delivery Type:	R	**Tire Brand:**	43DP11 - Rugged Trail T/A 121/118R
Driveshaft Code:	*	**Tire Size:**	D3KBM - LT245/75/R17E A/T BSW
Front Seat:	T/D - SEAT-CAPTAIN CHAIR-DRV/PASS	**Traction Control:**	AH - ROLL STABILITY CNTRL (RSC) BRK
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	**Wheel Base:**	

TIRE DOT INFORMATION:

LF:	M343DP114509	**RF:**	M343DP114509
LR:	M343DP114509	**RR:**	M343DP114509
LI:	*	**RI:**	*
SPARE:	M343DP11????	**DOT Plant Manufacturer:**	M3 - MICHELIN NORTH AMERICA ; INC. ; GREENVILLE ; SOUTH CAROLINA

ESP INFORMATION:

ESP Code:	*
ESP Coverage(Miles):	*
ESP Coverage(Time):	*
ESP Plan Year:	*
ESP Signature Date:	

EMISSIONS INFORMATION:

Emission Code:	DGAAC - DGAAC
Emission Cert Type:	*
Emission Decal Suffix:	TTA
Engine Family:	AFMXT0464D3

Any comments? You can contact

webmaster

283265

Server: **AWS Prod**
Claims loaded through: **10-DEC-2010**

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 13-DEC-10
Note: All Costs are in US Dollars Server Name: AWS Prod Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTFW1E83AF[redacted]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/W8	23-11-09	20-02-10	116019	USA	5	6Y05	*	MAINT	*	F09	SXX	V99	A99	82
AWS Claim K[redacted]	682396	**Doc #:**	68224501		**Trx Code:**		0968S	**Labor Hrs:**		.9	**Labor Cost:**		29.55	**Material Cost:**			26.2	**Total Cost:**		55.75			
Dlr Cd-Sub C[redacted]	01431-*	**Name:**	CHAPMAN FORD SALES, INC.			**Ph:**	215-6987000		**St:** PA		**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**21-JUN-10					**DIST(Mile):**3904			
Cust Comment[redacted]	PERFORMED FORD MAINTENANCE DO NOT ADD WASHER FLUID CUSTOMER STATES																						
Tech Commen[redacted]	MAINT 82 A99 5000M PERFORMED 5000M																						
1FTFW1E83AF[redacted]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/W8	23-11-09	20-02-10	116019	USA	5	6Y20	*	TAP1	*	F09	SXX	V99	A99	82
AWS Claim K[redacted]	756673	**Doc #:**	68224503		**Trx Code:**		TAP1	**Labor Hrs:**		0	**Labor Cost:**		0	**Material Cost:**			0	**Total Cost:**		78			
Dlr Cd-Sub C[redacted]	01431-*	**Name:**	CHAPMAN FORD SALES, INC.			**Ph:**	215-6987000		**St:** PA		**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**21-JUN-10					**DIST(Mile):**3904			
Cust Comment[redacted]	CLAIM FOR TAP RO 682245 3 DAYS 78.00																						
Tech Commen[redacted]	CLAIM FOR TAP RO 682245 3 DAYS 78.00																						
1FTFW1E83AF[redacted]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/W8	23-11-09	20-02-10	116019	USA	8	7G03	8L8Z	19E616	C	F07	S08	V79	C05	42
AWS Claim K[redacted]	1314828	**Doc #:**	68911801		**Trx Code:**		1	**Labor Hrs:**		7	**Labor Cost:**		656.55	**Material Cost:**			342.16	**Total Cost:**		1082.71			
Dlr Cd-Sub C[redacted]	01431-*	**Name:**	CHAPMAN FORD SALES, INC.			**Ph:**	215-6987000		**St:** PA		**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**04-OCT-10					**DIST(Mile):**7321			
Cust Comment[redacted]	CUSTOMER STATES CHECK WILL NOT WORK ON DEFROST AT TIMES ONLY ON DASH																						
Tech Commen[redacted]	19980(42)C05 HEATER CONTROL HEAD SHORTED DUE TO ACTUATOR, MODE DOOR WAS JAMMED IN CASE DIAGNOSIS AND REPLACE HEATER CONTROL HEAD,ACTUATOR AND PLENTIUM CHAMBER																						
[redacted]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/W8	23-11-09	20-02-10	116019	USA	8	5C02	*	4602	*	F04	S11	V48	P59	41
AWS Claim K[redacted]	1314827	**Doc #:**	68911803		**Trx Code:**		1	**Labor Hrs:**		.5	**Labor Cost:**		46.9	**Material Cost:**			29.98	**Total Cost:**		76.88			
Dlr Cd-Sub Cd:	01431-*	**Name:**	CHAPMAN FORD SALES, INC.			**Ph:**	215-6987000		**St:** PA		**Ctry Cd:**	USA	**Reg Cd:**	NA	**Repr Date:**04-OCT-10					**DIST(Mile):**7321			

PE13-003 001969LCPV

Cust Comments: CUSTOMER STATES CHECK TRANSMISSION BANGS WHEN COMING TO A ST OP AND THE ACELL
Tech Comments: 4602(41)N51 LUBR DRIVESHAFT INSTALL TRANSMISSION SLIP YOKE PER TSB 092505

1FTFW1E83AF[redacted] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/W8 23-11-09 20-02-10 116019 USA 8 6Y20 * RENTAL * F07 S08 V79 C02 42

AWS Claim Key: 1323429 **Doc #:** 68911805 **Trx Code:** P11 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 560

Dlr Cd-Sub Cd: 01431-* **Name:** CHAPMAN FORD SALES, INC. **Ph:** 215-6987000 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**04-OCT-10 **DIST(Mile):**7321

Cust Comments: ADD ON PROGRAM 11 AUTH M064S
Tech Comments: LOANER FOR J01 560.00 LOANER FOR J01 560.00

1FTFW1E83AF[redacted] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/W8 23-11-09 20-02-10 116019 USA 10 6Y05 * MAINT * F09 SXX V99 A99 82

AWS Claim Key: 1498816 **Doc #:** 69327201 **Trx Code:** 0968S **Labor Hrs:** .9 **Labor Cost:** 29.55 **Material Cost:** 30 **Total Cost:** 59.55

Dlr Cd-Sub Cd: 01431-* **Name:** CHAPMAN FORD SALES, INC. **Ph:** 215-6987000 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**06-DEC-10 **DIST(Mile):**9117

Cust Comments: FORD MAINTENANACE CUSTOMER 10000M
Tech Comments: MAINT 82 A99 10000M PERFORMED MAINTENANACE 10000M

[redacted] T/F6 F T/BC T/AM T/E AF T/C3 T/W8 [redacted] 09 20-02-10 116019 USA 10 6Y20 * TAP1 * F09 SXX V99 A99 82

AWS Claim Key: 1505611 **Doc #:** 69327202 **Trx Code:** TAP1 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 52

Dlr Cd-Sub Cd: 01431-* **Name:** CHAPMAN FORD SALES, INC. **Ph:** 215-6987000 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**06-DEC-10 **DIST(Mile):**9117

Cust Comments: CLAIM FOR TAP RO 693272 2 DAYS 52.00
Tech Comments: CLAIM FOR TAP RO 693272 2 DAYS 52.00

Any comments? You can contact

webmaster

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	AJ2A5230 CACVOC--or-- C1 00005759548M			**Received:**	10/29/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X4,SUP CRW,STYSD ,1FTFW1E83AF[redacted]			**Build Date:**	11/23/2009
Odometer :	7,321 M	**Engine:**	4.6L 3V	**Calibration:**	AF614D0N
Transmission:	6R80E	**Axle:**	3800F3.73L	**A/C:**	YES
Dealer:	USA 01431 Chapman's Northeast Ford Linco			**Phone#:**	(215) 676-3636
City:	Philadelphia	**State:**	Pennsylvania	**Country :**	USA
Originator:					
Symptom:	2 08 3 00 ELECT.,CLIMATE CTRL. ,AIR DIST/CTRL. ,OTHER-CODE NA				
Status:					
VFG:	V79 CLIMATE CONTROL FUNCTION				
Additional Symptom:					
Fix:	**Causal Component :**				
Condition Code:					

Cust: THOMAS WIEST **Home Phone:** (000) 000 - 0000

Work Phone: (000) 000 - 0000 **Region:** N3 Philadelphia

Case Status: **Date:** 00 / 00 / 0000 **Vehicle Paint:** STERLING GRAY METALL

PE13-003 001971LCPV

KOEO:
KOEC:
KOER:
Comments:

OWNREL -CCS ROBIN X 7756 - RECEIVED INBOUND CALL FROM WARRANTY ADMINSTRATOR - SEEKING ASSISTANCE WITH RENTAL VEH - CUST HAS CONCERN WITH VENTS NOT WORKING WITH CLIMATE CONTROL - FSE WAS INVOLVED - TOTAL FOR RENTAL IS $560.00 REPAIR ORDER 689118 - LINE 05 - AMOUNT $560.00 - APPROVAL CODE M064S - P11 -

Folder Number: File Report To This Folder File Report To A Folder Download Options

Add Comments Previous Next Save Mail Report

Requester: MMACKIN1 15-Dec-2010
Report Summary **Ford Proprietary, Private** **Retention:** None
Server: ECCWS686

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	AJLA8030 NHL			**Received:**	10/12/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X4,SUP CRW,STYSD ,1FTFW1E83AF[redacted]			**Build Date:**	11/23/2009
Odometer :	7,301 M	**Engine:**	4.6L 3V	**Calibration:**	AF614D0N
Transmission:	6R80E	**Axle:**	3800F3.73L	**A/C:**	YES
Dealer:	USA 01431 Chapman's Northeast Ford Linco			**Phone#:**	(215) 676-3636
City:	Philadelphia	**State:**	Pennsylvania	**Country :**	USA
Originator:	STEVE JACOBI				
Symptom:	2 08 3 45 ELECT.,CLIMATE CTRL. ,AIR DIST/CTRL. ,MAN HEATER/AC				
Status:					
VFG:	V79 CLIMATE CONTROL FUNCTION				
Additional Symptom:	MODE DOOR INOP				
Fix:	**Causal Component :**				
Condition Code:					

Hotliner: FSHEPHE2 **Phone:** 000 317-6305 **Regn Cd:** N3 Philadelphia

Engineering: **Phone:** **TAR:**

Dlr Contact: STEVE JACOBI **Phone:** 215 676-3636 **Title Cde:** T

PE13-003 001973LCPV

KOEO:
KOEC:
KOER:
Comments:

REPAIR 10/12/2010 02:57PM FRED SHEPHERD MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: HVAC AIR FLOW ONLY COMES OUT
DASH DIAGNOSTICS: SELF TEST B11E7, PPT L6 - L14, TRY KNOWN GOOD
ACUATOR AND CONTROL HEAD. NO CHANGE. I CAN SEE THE EXTERNAL LINKAGE
MOVING PARTS REPLACED:: CONTROL HEAD, MODE DOOR ACUATOR TECH
QUESTION: ANY KNOWN ISSUES, POSS INTERNAL PLENUM DAMAGE WERE YOU
ABLE TO VERIFY THE CONCERN? YES IS THERE AN APPROPRIATE PINPOINT
TEST IN THE WSM FOR THIS CONCERN? YES WAS THE PINPOINT TEST
FOLLOWED? YES

RECOMM 10/12/2010 02:57PM FRED SHEPHERD MSS - FCSD - TECH SVC HOTLINE
HI STEVE. WE ARE NOT AWARE OF ANY COMMON TRENDS OR CONCERNS FOR THIS
ISSUE. PLEASE DISCONNECT THE MODE DOOR ACTUATOR AND THEN REMOVE IT
FROM THE CASE. MOVE THE MODE DOOR BY HAND AND SEE IF AIRFLOW CHANGES.
IF NOT YOU HAVE AN INTERNAL CASE CONCERNS. IF THE MODE DOES CHANGE,
REINSTALL THE ACTUATOR, PLUG IT INTO THE HARNESS AND THEN DISCONNECT
THE BATTERY. HOLD THE CABLES TOGETHER FOR AT LEAST 2 MINUTES.
RECONNECT THE CABLES AND TURN THE KEY TO RUN FOR 1 MINUTE, THIS SHOULD
RESET THE ACTUATOR HARD STOP VALUES. RETEST OPERATION. IF NO CHANGE,
RECHECK THE ACTUATOR CIRCUITS AND CONNECTIONS, ACTUATOR AND CONTROL
HEAD FOR CONCERNS. NOTE: IF THE MODE DOOR ACTUATOR HAS BEEN
OPERATED OR CONNECTED WHILE REMOVED FROM THE CASE(KEY ON), THE
ACTUATOR IS MOST LIKELY DAMAGED AND WILL NEED TO BE REPLACED. ALWAYS
BE SURE THE ACTUATOR IS INSTALLED ON THE CASE PRIOR TO CONNECTING THE
HARNESS. IF YOU NEED ADDITIONAL ASSISTANCE, PLEASE LET US KNOW.
THANKS.

REPAIR 10/19/2010 10:04AM BRADLEY KUMMLER MSS - FCSD - TECH SVC HOTLINE
TECHNICIAN REPLY: RESET ACUATOR AND I AM ABLE TO DIRECT AIRFLOW
PROPERLY. SHUT TRUCK OFF AND RESTART JUST L=BLOES OUT DASH

RECOMM **10/19/2010 10:04AM BRADLEY KUMMLER MSS - FCSD - TECH SVC HOTLINE**
STEVE, BASED THE POWER RESET RESOLVING FOR AT LEAST ONE KEY CYCLE SUSPECT THERE IS A MODE DOOR RESTRICTION WITHIN THE HVAC CASE. RECOMMEND REMOVING AND INSPECTING THE CASE FOR POSSIBLE SEAL ON ONE OF THE DOORS CAUSING BINDING. THIS CAN CAUSE THE MODULE TO LEARN THIS AS THE FLOOR MODE INADVERTENTLY.

REPAIR **10/27/2010 11:54AM ALEXANDER ROGERS MSS - FCSD - TECH SVC HOTLINE**
TECH'S QUESTION: HAVE SEEN THIS CONCERN BEFORE DESCRIPTION OF VEHICLE CONCERN: CUSTOMER STATES WILL NOT WORK ON DEFROSTER DIAGNOSTICS ALREADY COMPLETED: IDS TESTED HAD CODES B11E-15 AND U2100.00 I RECONFIGURED THE HVAC MODULE I GOT RID OF THE U CODE I PREFORMED PINPOINT TEST L8 TO L13 I DIDNT OHMS OUT THE ACTUATOR BUT IT IS A NEW ONE IN THE TRUCK PARTS REPLACED: MODE DOOR ACTUATOR HVAC MODULE HVAC CASE DTC: B11E7 CHECK FOR EPAS DATA WERE YOU ABLE TO VERIFY THE CONCERN? YES IS THERE AN APPROPRIATE PINPOINT TEST IN THE WSM FOR THIS CONCERN? YES WAS THE PINPOINT TEST FOLLOWED? YES

RECOMM **10/27/2010 11:54AM ALEXANDER ROGERS MSS - FCSD - TECH SVC HOTLINE**
PETER, PLEASE NOTE IF THE REPLACEMENT ACTUATOR WAS CONNECTED ELECTRICALLY OR RUN WHEN NOT INSTALLED IN THE VEHICLE. IF THIS IS THE CASE, THEN THE ACTUATOR'S INTERNAL POSITION SENSOR MAY HAVE BECOME DAMAGED RESULTING IN A REPEAT CONCERN. WE WOULD RECOMMEND REMOVING THE ACTUATOR AND OPERATING THE MODE DOOR MANUALLY AS WELL, TO CHECK FOR ANY SIGNS OF MECHANICAL BINDING. IF THE MODE DOOR BINDS THEN SERVICE THE HVAC CASE AS NEEDED. IF NO BINDING IS NOTED IN THE MODE DOOR, CARRY OUT THE MODE DOOR ACTUATOR COMPONENT TEST TO CHECK FOR ANY DAMAGE THE ACTUATOR MAY HAVE SUFFERED DURING INSTALLATION. SERVICE ANY NOTED FAULTS AS NEEDED AND RE EVALUATE THE CONCERN.

AUDIT **10/27/2010 11:54AM ALEXANDER ROGERS MSS - FCSD - TECH SVC HOTLINE**
SYMPTOM 2, 08, 3, 00 CHANGED TO 2, 08, 3, 45 BY AROGER59

Download Options

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

Requester: MMACKIN1
Report Summary
Server: FCWS686

Ford Proprietary, Private

15-Dec-2010
Retention: None

[redacted]

HARDIN, LAZARUS & LEWIS, LLC.
ATTORNEYS AND COUNSELORS AT LAW

DONALD E. HARDIN
STEPHEN S. LAZARUS*
DAVID E. HARDIN
GARY R. LEWIS
KIMBERLY A. RUTOWSKI
R. JESSUP GAGE

915 CINCINNATI CLUB BUILDING
30 GARFIELD PLACE
CINCINNATI, OHIO 45202-4322

TELEPHONE: (513) 665-9222
FACSIMILE: (513) 721-7008

WRITER'S E-MAIL: garylewis@hllmlaw.com

*ALSO ADMITTED IN KENTUCKY

July 3, 2012

Cronin Ford, Inc.
D.B.A. Cronin Ford/Kia
10700 New Haven Road
Harrison, Ohio 45030

Via Facsimile Transmission and U.S. Mail

FORD CREDIT
LEGAL OFFICE
12 JUL -6 P2:34

Ford Motor Company
World Head Quarters
1 American Road
Dearborn, Michigan 48126-2798

Via Certified Mail Service

Re: My Clients: [redacted]
Vehicle Purchase Contract Dated 10/27/2010
2010 Ford Truck F-150 Series
VIN: 1FTFW1E88AF[redacted]

Dear Madam/Sir:

Please be advised that I represent [redacted] regarding the vehicle purchase contract dated October 27, 2010, a copy of which is attached to this letter. As you know, the vehicle had been previously returned to Cronin Ford for repair of a sudden engine failure. My client has had several discussions with the dealership concerning the sudden engine failure. When the engine lost power, my client also lost power steering and power brakes. When the vehicle was returned to the dealership, my client was advised that the problem could not be identified. After two instances when the vehicle was at the dealership for repair, the same problem has occurred.

Most recently, my client returned the vehicle to Cronin Ford and left it there on or about May 24, 2012. On that date, my client left the vehicle at Cronin Ford, along with one of the keys. Pursuant to Ohio law, there has been more than one unsuccessful attempt to repair a non-conformity that is likely to cause death or serious bodily injury if the vehicle is driven. Based on the nature of the problem and statements by service representatives at Cronin Ford, my clients no longer have confidence in the vehicle. Obviously, they believe that if a power failure occurs again, there would be a substantial likelihood of death or serious bodily injury. Accordingly, pursuant to R.C. 1302.66, my clients are revoking acceptance of the vehicle and demanding return of the purchase price of $43,103.49. In addition, my clients are demanding reimbursement for all finance charges, loan origination fees, and all other expenses associated with purchase

of the vehicle. In addition, my clients are requesting reimbursement for their legal fees paid to the date of settlement, in an amount to be determined.

The vehicle is currently being financed through General Electric Credit Union. A payoff amount will need to be determined and verified from the credit union. In addition, my clients have sustained an economic loss because the vehicle was being used in my client's business. A substitute vehicle should have been provided to my clients, but it was not. This amount will need to be determined as of the date of settlement as well.

At this point, since my clients are rescinding purchase of the vehicle, we are going to leave it at the dealership. My clients will no longer be responsible for insurance payments on the vehicle, since it is no longer in their possession. Please contact me as soon as possible to implement transfer of title in return for a refund of the purchase price and other expenses as authorized by law.

Also, please direct all future inquires, contacts and correspondence regarding my clients to my office.

Sincerely,

Gary R. Lewis

GRL/ds
Enclosures
cc: [redacted]
(w/encls.)

HARDIN, LAZARUS & LEWIS, LLC.
ATTORNEYS AND COUNSELORS AT LAW

DONALD E. HARDIN
STEPHEN S. LAZARUS*
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915 CINCINNATI CLUB BUILDING
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TELEPHONE: (513) 665-9222
FACSIMILE: (513) 721-7008

*ALSO ADMITTED IN KENTUCKY

WRITER'S E-MAIL: garylewis@hllmlaw.com

August 8, 2012

Catherine J. Miller, Esq.
The Erskine Law Group, P.C.
342 South Main Street
Rochester, Michigan 48307

Re: My Clients: [redacted]
Vehicle Purchase Contract Dated 10/27/2010
2010 Ford Truck F-150 Series
VIN: 1FTFW1E88AF[redacted]

Dear Ms. Miller:

I received your email of August 7, 2012, regarding the above captioned claim. As you know, my office has been retained to represent [redacted] regarding the above vehicle purchase contract dated October 27, 2010. I am also in receipt of Scott M. Erskine's facsimile transmission dated July 24, 2012. Per Mr. Erskine's fax, I understand that you have been assigned to handle this claim on behalf of Ford Motor Company.

Enclosed please find the following documents which have been requested from my clients.

- Requested authorization signed by [redacted]. Please be advised that the lending institution is GE Credit Union, Account No. [redacted] (513) 243-4328 or 1-800-542-7093;
- State of Ohio Bureau of Motor Vehicles, Certificate of Registration for the 2010 F-150 Ford Truck issued to Gary Young;
- Copy of Retail Installment Contract and Security Agreement dated 10/27/2010, two pages;
- Copy of Retail Buyers Order with Cronin Ford Inc., dba Cronin Ford/Kia dated 10/27/2010, two pages;
- New Vehicle Extended Service Agreement dated 10/27/2010, two pages;

- Service Repair Orders sent by Patrick Veith, attorney for Cronin Ford, Inc., dba Cronin Ford/Kia, consisting of four pages;

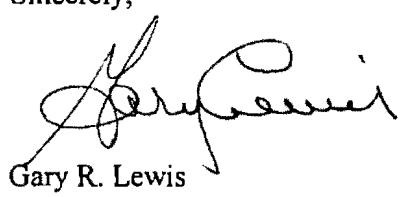
- Itemization of attorney time and costs advanced to date. Since the legal representation agreement with my clients is protected under privilege and confidentiality laws and regulations, the agreement is not being forwarded at this time. If for some reason you feel it is a necessary document, we can re-visit this issue. Recovery of the attorneys' fees is statutory, so this information is being forwarded. Through August 8, 2012, the total attorneys' fees claim is $2,695.00 and costs advanced are $18.48.

Regarding the current status of this vehicle, please be advised that the truck has been at Cronin Ford, Inc., since May 24, 2012, when my client returned it to Cronin Ford. Pursuant to Ohio law, there has been more than one unsuccessful attempt to repair a non-conformity that is likely to cause death or serious bodily injury if the vehicle is driven. Based on the nature of the problem and statements by service representatives at Cronin Ford, my clients no longer have confidence in the vehicle. Obviously, they believe that if a power failure occurs again, there would be a substantial likelihood of death or serious bodily injury. Accordingly, pursuant to R.C. 1302.66, my clients revoked acceptance of the vehicle in my letter of July 3, 2012 and are demanding return of the purchase price of $43,103.49. In addition, my clients are demanding reimbursement for all finance charges, loan origination fees, and all other expenses associated with purchase of the vehicle. In addition, my clients are requesting reimbursement for their legal fees paid to the date of settlement, in an amount to be determined. Please be advised that my clients have cancelled the insurance on this vehicle, but they continue to make their payments on this vehicle to General Electric Credit Union. A payoff amount will need to be determined and verified from the credit union.

Please contact me as soon as possible to implement transfer of title in return for a refund of the purchase price and other expenses as authorized by law.

Your prompt attention to this matter is greatly appreciated to avoid litigation. We are requesting a response within 14 days.

Sincerely,



Gary R. Lewis

GRL/ds
Enclosures
cc: [redacted]
(w/encls.)

CRONIN FORD INC.
D.B.A. CRONIN FORD/KIA
10700 New Haven Rd
Harrison, OH 45030
Phone: (513) 367-5300
Toll Free:(800) 243-6207
www.cronlnauto.com

SERVICE DEPARTMENT HOURS
8:00 a.m. to 6:00 p.m. Mon, Thur, Fri
8:00 a.m. to 8:00 p.m. Tues, Wed
8:00 a.m. to 3:00 p.m. Saturday

R/O Open Date	R/O Number
10/19/10	109460/1
R/O Close Date	Status
10/20/10	Reprint
Mileage In	Mileage Out
50	50
Service Advisor / Tech #	
John Rogers	

[redacted]
CINCINNATI, OH [redacted]

Work Phone	Vehicle Identification Number
[redacted]	1FTFW1E88AF[redacted]
Home Phone	Delivery Date / In-Service Date
5[redacted]	10/30/10 / 10/27/10

Year	Make	Model	Style	Color	License Number
2010	FORD TRUCK	F1	F150 CREW CAB	BLACK	
F9962					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 85FOZ03: BEDLINER CUSTOMER STATES INSTALL BEDLINER BEDLINER INSTALLED	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	139.95
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	139.95

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

CRONIN FORD INC.
D.B.A. CRONIN FORD/KIA
10700 New Haven Rd
Harrison, OH 45030
Phone: (513) 367-5300
Toll Free:(800) 243-6207
www.croninauto.com

SERVICE DEPARTMENT HOURS
8:00 a.m. to 6:00 p.m. Mon, Thur, Fri
8:00 a.m. to 8:00 p.m. Tues, Wed
8:00 a.m. to 3:00 p.m. Saturday

R/O Open Date	R/O Number
12/27/11	6002268/1
R/O Close Date	Status
12/30/11	Reprint
Mileage In	Mileage Out
13608	13657
Service Advisor / Tech #	
Joshua Hopkins/623	
Vehicle Identification Number	
1FTFW1E88AF[redacted]	
Customer Promised	In-Service Date
10/30/10	10/27/10

[redacted]
CINCINNATI, OH [redacted]

Year	Make	Model	Body	Color	License Number
2010	FORD TRUCK	F1	F150 CREW CAB	BLACK	
F9962					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - MR 30FOZ: AUTO TRANSMISSION CUSTOMER STATES FROM PARK TO DRIVE OR PARK TO REVE SE TRUCK REVS UP BUT HAVE TO LET BACK OFF AND TRAN S ENGAGES. Caused by TESTED AND TRANSMISSION IS OPERATING AS DESIGNED. NO CODES, NO TSB S AND NO SERVICE MESSAGES. Work performed by 653(653) Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 - MR 10FOZ: DRIVEABILITY CUSTOMER STATES A COUPLE TIMES GOING ABOUT 40MPH T RUCK COMPLETELY QUITS RUNNING AND OIL LIGHT COMES ON. ANOTHER TIME DOING ABOUT 20MPH COASTING AND HA D BOAT HOOKED UP AND RPMS WENT UP TO 5500 PUT IN N UETRAL AND RPMS CAME BACK DOWN. Caused by ROAD TESTED AND VEHICLE IS RUNNING AS DESIGNED. NO CODES, TSB S OR SERVICE MESSAGES. Work performed by 653(653) Sub Total: Labor: .00 Parts: .00 Total: .00	
#3 - MR 00FOZ099P: MULIT POINT INSP Work performed by 653(653)	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

[redacted]

CINCINNATI, OH [redacted]

R/O Open Date	R/O Number
5/23/12	6005904
Time Received	Time Promised
9:18	5/23 17:00

Key Tag #	Current Mileage	Mileage Out
353	17965	

Year	Make	Model	Body	Engine Code	Service Advisor
2010	FORD TRUCK	F1	F150 CREW CAB		Joshua Hopk

Vehicle Identification Number	Color	License Number	Delivery Date	In-Service Date
1FTFW1E88AF[redacted]	BLACK		10/30/10	10/27/10

R0962

FIRST EXTENDED 100089 or 10/27/15 Ded 0

Feel good

#1 - 10FOZ: DRIVEABILITY C
CUSTOMER STATES INTERMITTANT TRUCK WILL JUST QUIT C
RUNNING AND OIL LIGHT WILL COME ON. TRUCKS STARTS C
RIGHT BACK UP. THIS HAS BEEN HAPPENING EVER SINCE C
CUSTOMER BOUGHT TRUCK. C

Had Gone 5-6 Blocks

Has to Pull over & Restart

See Jamie

#2 - 00FOZ099P: MULIT POINT INSP C

#3 - 46FOZ: WHEELS/TIRES C
CUSTOMER STATES TIRE MONITOR FAULT IS ON. C

After market wheels & tires!!

Factory TPMS sensor removed! Not covered

#4 * 70FOZ03 : RENTAL C
TAP C

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE.

This facility charges 10% of the Total Labor charges, up to a Maximum of $15, for shop Materials.

WE WILL OFFER TO RETURN TO YOU ALL REPLACED PARTS AS REQUIRED BY LAW, UNLESS THEY ARE TO BE REBUILT, SOLD, OR RETURNED TO THE MANUFACTURER.

I hereby authorize the repair work herein set forth to be done by you together with the furnishing by you of the necessary parts and other materials for such repair, and agree that you are not responsible for any delays caused by unavailability or delayed availability of parts or materials for any reason, but you neither assume nor authorize any other person to assume for you any liability in connection with such repair that you shall not be responsible for loss or damage to the above vehicle, or articles left in it, in case of fire, theft or other causes beyond your control, that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto, that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of road testing the same and that [redacted] OF A COPY HEREOF.

ESTIMATE

UNDER OHIO LAW YOU HAVE THE RIGHT TO AN ESTIMATE IF THE EXPECTED COST OF REPAIRS OR SERVICES WILL BE MORE THAN TWENTY DOLLARS. INITIAL YOUR CHOICE:

WRITTEN ESTIMATE ____ ORAL ESTIMATE ____ DO NOT REQUEST ESTIMATE ____

ORIGINAL ESTIMATE	CUSTOMER ACCEPTANCE	AUTHORIZED ADDITIONS	DATE / TIME / BY
	INITIALS HERE		

In the event that the customer authorizes work in excess of the estimate, the dealer will not be responsible for completion of repairs or services, but will be liable for disputed charges only to the extent of the original estimate. Such charges will be directly related to the actual amount of labor or parts invested in the inspection, repair or service.

WARRANTY STATEMENT AND DISCLAIMER: THE DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ITS ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PARTS OR THIS REPAIR. THE DISCLAIMER IN NO WAY AFFECTS THE PROVISIONS OF ANY MANUFACTURER OR OTHER SUPPLIER WARRANTIES. IF DEALER PROVIDES A WRITTEN WARRANTY, ANY IMPLIED WARRANTIES ARE EXPRESSLY LIMITED TO THE TERM OF THE WRITTEN WARRANTY.

Rpt. Analysis Home | Report Mgmt Primary | Report Mgmt Query | Report Mgmt | Indicator Summary | Help | Exit

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details Attachments: 0

Report# :	CEXDY005 NHL			**Received:**	05/24/2012
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1E88AF[redacted]			**Build Date:**	08/05/2010
Odometer :	17,965 M	**Engine:**	4.6L 3V	**Calibration:**	AF614C0A
Transmission:	6R80E	**Axle:**	3800F3.55C	**A/C:**	YES
Dealer:	USA 07463 Mike Castrucci Ford Lincoln of			**Phone#:**	(859) 448-9400
City:	Alexandria	**State:**	Kentucky	**Country :**	USA

Originator: DENNIS GINNEY

Symptom: 5 52 3 39 DRV PERF,STALLS/QUITS,CRUISE/STEADY,INTERMITTENT

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: INT STALL NO CODES.

Fix: **Causal Component :**

Condition Code:

Hotliner: MSCHMI56 **Phone:** 000 317-9375 **Regn Cd:** G3 Cincinnati

Engineering: **Phone:** **TAR:**

Dlr Contact: DENNIS GINNEY **Phone:** 000 000-0000 **Title Cde:** T

KOEO:
KOEC:
KOER:

Comments:

REPAIR 05/24/2012 02:56PM MATTHEW SCHMIDT MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:CUST STATES INTERMITTANTLY TRUCK WILL JUST QUIT RUNNINGTHEN OIL LIGHT COMES ON TRUCK STARTS RIGHT BACK UP. CUST STATES THIS HAS BEEN HAPPENING SINCE TRUCK WAS BOUGHT
NEW DIAGNOSTICS: KOEO PASS KOEC PASS KOER PASS FUEL PRESSURE TEST GOOD 57 PSI KOEO AND KOER LESS THAN 1PSI IN 60 SEC. ON BLEED DOWN CHECK PARTS REPLACED:NONE TECH QUESTION:HAS HOTLINE RECEIVED ANY QUESTIONS REGARDING A SIMILAR ISSUE TO THIS? DENNIS

RECOMM 05/24/2012 02:56PM MATTHEW SCHMIDT MSS - FCSD - TECH SVC HOTLINE
RECOMMEND CHECKING THE PCM CONNECTORS TO MAKE SURE THEY ARE FULLY SEATED. ALSO INSPECT THE PIN FIT FOR THE PCM POWER RELAY IN THE JUNCTION BOX. TRY LIGHTLY TAPPING OR WIGGLING THE PCM POWER RELAY TO SEE IF YOU CAN DUPLICATE THE CONCERN. IF IT CHECKS GOOD, RECOMMEND REMOVING BOTH BATTERY CABLES. CLEAN BOTH CABLES AND BATTERY TERMINALS AND REINSTALL TO MAKE SURE THERE IS NOT A POOR CONNECTION. ALSO RECOMMED LOAD TESTING THE PCM GROUNDS. IF NO ISSUES ARE IDENTIFIED, YOU WILL NEED TO DUPLICATE THE CONCERN OR INSTALL A VDR FOR FURTHER DIAGNOSTICS. THERE WERE NO COMMON CAUSES FOR AN INTERMITTENT STALL WITH NO CODES IN THE DATABASE.

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Add Comments Previous Next Save Mail Report

Requester: DALBANIC
Report Summary
Server: ECCWS686

Ford Proprietary, Private

11-Jul-2012
Retention: None

PE13-003 001986LCPV

[redacted]

CT Corporation

Service of Process Transmittal

07/19/2010
CT Log Number 516964478

TO: Chris Dzbanski
Ford Motor Company
WHQ 433-E3, One American Road
Dearborn, MI 48126

RE: **Process Served in Michigan**

FOR: Ford Motor Company (Domestic State: DE)

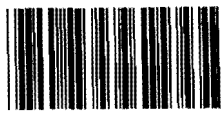
ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	[redacted] Pltf. vs. Ford Motor Company, etc., et al., Dfts.
DOCUMENT(S) SERVED:	Letter, Summons and Return of Service Form, Complaint and Jury Demand, Labels, Exhibit(s), Interrogatories, Request for Production
COURT/AGENCY:	3rd Circuit Court, Wayne County, MI Case # 10007764NZ
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - After numerous repairs, vehicle continues to stall - Pertaining to a 2010 Lincoln MKZ AWD, VIN 3LNHL2JC5AR[redacted] - Seeking Revocation of Acceptance, Rescission of Contract, Refund of the Purchase Price and Cancellation of the Finance Contract
ON WHOM PROCESS WAS SERVED:	The Corporation Company, Bingham Farms, MI
DATE AND HOUR OF SERVICE:	By Certified Mail on 07/19/2010 postmarked on 07/16/2010
APPEARANCE OR ANSWER DUE:	Within 28 days - File Answer, Within 42 days - Production, Interrogatories
ATTORNEY(S) / SENDER(S):	Dani K. Liblang The Liblang Law Firm, PC 346 Park Street, Suite 200 Birmingham, MI 48009-3436 248-540-9270
REMARKS:	Please note: Pursuant to local court rules, court labels provided must accompany all case matter. The labels have been received, however will not be imaged.
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 791602014710 Image SOP Email Notification, Chris Dzbanski CDZBANSK@FORD.COM
SIGNED: **PER:** **ADDRESS:**	The Corporation Company Stephanie Hendrickson 30600 Telegraph Road Suite 2345 Bingham Farms, MI 48025-5720
TELEPHONE:	248-646-9033

10 JUL 20 P1:03
OFFICE OF THE GENERAL COUNSEL

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

STATE OF MICHIGAN
THIRD CIRCUIT COURT



SUMMONS AND RETURN OF SERVICE

CASE NO. 10-007754-NZ

COURT ADDRESS: 2 WOODWARD AVENUE, DETROIT, MICHIGAN 48226

COURT TELEPHONE NO. (313) 224-

THIS CASE ASSIGNED TO JUDGE: Prentis Edwards Bar Number: 13114

PLAINTIFF		DEFENDANT
YOUNGS, DEBRA	VS	FORD MOTOR COMPANY

PLAINTIFF'S ATTORNEY

Liblang, Dani K.
(P-33713)
346 Park St Ste 200
Birmingham, MI 48009-3436
(248) 540-9270

CASE FILING FEE		JURY FEE
Paid		Paid
ISSUED	**THIS SUMMONS EXPIRES**	**DEPUTY COUNTY CLERK**
07/08/2010	10/07/2010	Felicia Reid

*This summons is invalid unless served on or before its expiration date. Cathy M. Garrett – Wayne County Clerk

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

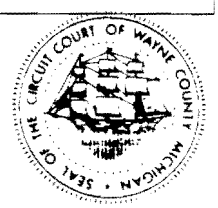
☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The docket number and assigned judge of the civil/domestic relations action are:

Docket no.	Judge	Bar no.

The action ☐ remains ☐ is no longer pending.

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.



Date _____ Signature of attorney/plaintiff _____

COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE.

If you require special accommodations to use the court because of disabilities, please contact the court immediately to make arrangement.

JURY FEE PAID
PAID DATE: JUL 08 2010

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

DEBRA YOUNGS,

Plaintiff,

vs.

FORD MOTOR COMPANY, a Delaware Corporation, SESI LINCOLN MERCURY, INC., a Michigan Corporation, and JP MORGAN CHASE & CO., a New York Corporation, Jointly and Severally,

Defendants.

YOUNGS, DEBRA v FORD MOTOR COMPAN
Hon. Prentis Edwards 07/08/2010
10-007764-NZ

THE LIBLANG LAW FIRM, P.C.
DANI K. LIBLANG (P33713)
SCOTT P. MUSSIN (P66748)
Attorneys for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

COMPLAINT AND JURY DEMAND

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this court.

Plaintiff, by her attorneys, The Liblang Law Firm, P.C., complains against the above named Defendants, as follows:

GENERAL ALLEGATIONS

1. Plaintiff is a resident of the Township of Chesterfield, Macomb County, Michigan.

2. Defendant, Ford Motor Company ("Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale, distribution and/or importing of Ford motor vehicles and related equipment, with its principal offices located in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Sesi Lincoln Mercury, Inc. ("Sesi" or "Dealer"), is a corporation authorized to do business in the State of Michigan and at all times relevant hereto, was an authorized Ford Motor Company dealership, engaged in the business of selling, leasing and servicing Ford motor vehicles and acting as the agent of Defendant Manufacturer for purposes of performing warranty repairs under Defendant Manufacturer's new vehicle express written warranty, with its principal place of business located in the City of Ann Arbor, Washtenaw County, Michigan.

4. Defendant, JP Morgan Chase & Co. ("Finance Co." or "Chase"), is a corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the business of financing Mercury motor vehicles and, at all times relevant hereto, carried on a continuous and systematic portion of its business throughout the State of Michigan, including Wayne County.

5. On or about June 11, 2009, Plaintiff purchased a new 2010 Lincoln MKZ AWD, VIN 3LNHL2JC5AR611010, from Defendant Sesi, which motor vehicle was manufactured, distributed and/or imported by the Defendant Manufacturer (see, Application for Michigan Title, Ex. A).

6. At the time of the purchase, Plaintiff executed a retail installment sales contract ("RISC") with Defendant Dealer, which contract was assigned by Defendant Dealer to Defendant Chase (See, RISC, Ex. B).

7. Defendant Finance Co., as the assignee and/or holder of the subject retail installment contract is subject to all of Plaintiff's claims and defenses against the defendant dealer and manufacturer arising out of the above retail instalment transaction, pursuant to MCLA 492.114a(b), 16 CFR 433, UCC Article 2, the common law of assignment, as well as the language of the subject RISC, to-wit:

> **NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

(Ex. B).

PE13-003 001991LCPV

8. At the time of delivery, the aforesaid vehicle was covered by Defendant Manufacturer's written express new vehicle warranty for a period of 4 years/50,000 miles "bumper to bumper," 6 years/70,000 miles "powertrain," 5 years/60,000 miles "safety restraints" and 5 years/unlimited mileage "corrosion" (a copy of the pertinent warranty documents are in the possession of Defendants and are impractical to attach due to their voluminosity).

9. The vehicle has a defect or non-conformity which prevents it from conforming to Defendant Manufacturer's warranty and which substantially impairs value, to-wit: a defect or condition that causes the vehicle to stall, as more fully set forth in the warranty repair records in the possession of Defendants.

10. Plaintiff notified Defendant Manufacturer and Defendant Dealers of the foregoing condition during the first year of ownership, as reflected in the various repair orders, correspondence and records in the possession of defendants, including but not limited to:

a. May 3, 2010;

b. May 20, 2010;

c. May 25, 2010;

d. June 21, 2010

See, Repair Orders, Ex. C, and Correspondence, Ex. D.

11. Despite the foregoing repair opportunities, the stalling condition continues to exist.

12. The stalling condition substantially impairs the use, value and safety of the vehicle to Plaintiff and Plaintiff's faith in the vehicle has been irretrievably shaken.

13. Plaintiff seeks damages in excess of $25,000 and/or equitable relief, and this cause is otherwise within the jurisdiction and venue of this Court.

COUNT I

BREACH OF EXPRESS WARRANTY

14. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.

PE13-003 001992LCPV

15. Plaintiff is a "buyer" under the Michigan Uniform Commercial Code, MCLA 440.2103.

16. Defendant Manufacturer and Defendant Sesi are "sellers" under the Michigan Uniform Commercial Code, MCLA 440.2103.

17. The subject vehicle constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105.

18. This is a "transaction in goods" to which MCLA 440.2102 is applicable.

19. Plaintiff's purchase of the vehicle was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Sesi. Whereby said warranty was part of the basis of the bargain of the contract upon which Plaintiff relied, between Plaintiff and Manufacturer/Sesi for its sale of the vehicle.

20. In this express warranty, the manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Sesi would provide repair of the vehicle free of charge to Plaintiff under specific terms as stated in the express warranty.

21. In fact, Plaintiff discovered the vehicle had defects and problems after Plaintiff purchased the vehicle as discussed above.

22. Plaintiff notified the Manufacturer and Sesi of the aforementioned defects.

23. Plaintiff has provided the Sesi and the Manufacturer with sufficient opportunities to repair or replace the vehicle.

24. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

25. Manufacturer and Sesi have failed to adequately repair the vehicle and/or have not repaired the vehicle in a timely fashion, and the vehicle remains in a defective condition.

26. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the vehicle's defects have rendered the limited warranty ineffective to the extent that the limited repair and/or adjustment of defective parts failed of its

essential purpose, pursuant to MCLA 440.2719(2) and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b).

27. The vehicle continues to contain defects which substantially impair the value of the vehicle to Plaintiff.

28. That these defects could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of the vehicle.

29. The Manufacturer and Sesi induced Plaintiff's acceptance of the vehicle by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

30. As a result of its defects, the Plaintiff has lost faith and confidence in the vehicle and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, comfortable and efficient transportation.

31. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the vehicle was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

32. Manufacturer and Sesi have refused Plaintiff's demand and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to MCLA 440.2313 and MCLA 440.2711, 440.2714, and 440.2715.

33. As the holder of the subject retail installment contract, Defendant Finance Co., is subject to all of the aforesaid claims and defenses.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against the Defendants Manufacturer, Sesi and Finance Co., granting the following relief:

PE13-003 001994LCPV

a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

b. A refund of the purchase price paid by Plaintiff for the vehicle;

c. Equitable relief, including but not limited to, cancellation of the subject finance contract, and a permanent injunction barring Defendant Finance Co., from reporting this transaction on Plaintiff's credit history;

d. Incidental, consequential and actual damages;

e. Costs, interest, and actual attorney fees; and

f. Such other relief this Court deems just and equitable.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

34. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

35. Manufacturer and Sesi are "merchants" with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104.

36. The vehicle was subject to implied warranties of merchantability under MCLA 440.2314, running from the Manufacturer and Sesi to the benefit of Plaintiff.

37. The vehicle was not fit for the ordinary purpose for which such goods are used.

38. The defects and problems hereinbefore described rendered the Vehicle unmerchantable.

39. Manufacturer and Sesi failed to adequately remedy the defects in the vehicle and the vehicle continues to be in unmerchantable condition at the time of revocation.

40. As the holder of the subject retail installment contract, Defendant Finance Co., is subject to all of the aforesaid claims and defenses.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against the Defendants Manufacturer, Sesi and Finance Co., granting the following relief:

a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

b. A refund of the purchase price paid by Plaintiff for the vehicle;

c. Equitable relief, including but not limited to, cancellation of the subject finance contract, and a permanent injunction barring Defendant Finance Co., from reporting this transaction on Plaintiff's credit history;

d. Incidental, consequential and actual damages;

e. Costs, interest, and actual attorney fees; and

f. Such other relief this Court deems just and equitable.

COUNT III

REVOCATION OF ACCEPTANCE

41. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.

42. The defects and non-conformities described above were latent and not readily discoverable by Plaintiff upon reasonable inspection and, further, Defendants represented that the aforesaid defects and non-conformities would be cured within a reasonable time.

43. Despite numerous and lengthy attempts to cure, the defects and non-conformities continue to exist and, Defendants have acknowledged that the defects cannot be timely cured.

44. The non-conformities substantially impair the use and value of the vehicle to Plaintiff.

45. The nonconformities substantially impaired the value of the vehicle to the Plaintiff.

46. Plaintiff has previously notified Defendants Manufacturer and Sesi, of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608, and demanded the refund of her purchase price for the vehicle and out-of-pocket expenses.

47. Manufacturer and Sesi have nevertheless refused to accept return of the vehicle and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

PE13-003 001996LCPV

48. Plaintiff hereby offers again to tender the subject vehicle in exchange for the purchase price, together with such incidental and consequential damages allowed by law.

49. As the holder of the subject retail installment contract, Defendant Finance Co., is subject to all of the aforesaid claims and defenses.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against the Defendants Manufacturer, Sesi and Finance Co., granting the following relief:

a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

b. A refund of the purchase price paid by Plaintiff for the vehicle;

c. Equitable relief, including but not limited to, cancellation of the subject finance contract, and a permanent injunction barring Defendant Finance Co., from reporting this transaction on Plaintiff's credit history;

d. Incidental, consequential and actual damages;

e. Costs, interest, and actual attorney fees; and

f. Such other relief this Court deems just and equitable.

COUNT IV

BREACH OF WRITTEN WARRANTY UNDER MAGNUSON-MOSS WARRANTY ACT

50. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

51. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

52. Defendant Sesi is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

53. Defendant Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

54. The vehicle is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

55. The vehicle was manufactured, sold and purchased after July 4, 1975.

PE13-003 001997LCPV

56. The express warranty given by the Manufacturer pertaining to the vehicle is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

57. Defendants Sesi and Stu Evans are authorized dealerships/agents of the manufacturer designated to perform repairs on vehicles under Defendant Manufacturer's automobile warranties.

58. The aforementioned actions (failure to repair and/or properly repair the defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Sesi actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

59. As the holder of the subject retail installment contract, Defendant Finance Co., is subject to all of the aforesaid claims and defenses.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against the Defendants Manufacturer, Sesi and Finance Co., granting the following relief:

a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

b. A refund of the purchase price paid by Plaintiff for the vehicle;

c. Equitable relief, including but not limited to, cancellation of the subject finance contract, and a permanent injunction barring Defendant Finance Co., from reporting this transaction on Plaintiff's credit history;

d. Incidental, consequential and actual damages;

e. Costs, interest, and actual attorney fees; and

f. Such other relief this Court deems just and equitable.

COUNT V

BREACH OF IMPLIED WARRANTY UNDER MAGNUSON-MOSS WARRANTY ACT

60. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

61. The aforementioned actions on the part of the Sesi and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

62. As the holder of the subject retail installment contract, Defendant Finance Co., is subject to all of the aforesaid claims and defenses.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against the Defendants Manufacturer, Sesi and Finance Co., granting the following relief:

a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

b. A refund of the purchase price paid by Plaintiff for the vehicle;

c. Equitable relief, including but not limited to, cancellation of the subject finance contract, and a permanent injunction barring Defendant Finance Co., from reporting this transaction on Plaintiff's credit history;

d. Incidental, consequential and actual damages;

e. Costs, interest, and actual attorney fees; and

f. Such other relief this Court deems just and equitable.

COUNT VI

BREACH OF OBLIGATION OF GOOD FAITH (MCLA 440.2103, ET SEQ)

63. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.

64. Pursuant to MCLA 440.2103(b), said Defendants, as merchants, had the obligation to conform to the following standard:

> (b) "Good faith" in the case of a merchant means honesty in fact and the observance of reasonable commercial standards of fair dealing in the trade.

65. The actions of defendants as described in this complaint constitute a breach of the good faith requirement and the foregoing standard of conduct.

66. As a proximate result of Defendants' aforesaid breach, Plaintiff has sustained the damages set forth above.

67. As the holder of the subject retail installment contract, Defendant Finance Co., is subject to all of the aforesaid claims and defenses.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment against the Defendants Manufacturer, Sesi and Finance Co., granting the following relief:

a. Declare that acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

b. A refund of the purchase price paid by Plaintiff for the vehicle;

c. Equitable relief, including but not limited to, cancellation of the subject finance contract, and a permanent injunction barring Defendant Finance Co., from reporting this transaction on Plaintiff's credit history;

d. Incidental, consequential and actual damages;

e. Costs, interest, and actual attorney fees; and

f. Such other relief this Court deems just and equitable.

COUNT VII

VIOLATION OF MCLA 445.901, ET. SEQ. (MICHIGAN CONSUMER PROTECTION ACT)

68. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.

69. Plaintiff is a "person" as defined in the Michigan Consumer Protection Act, MCLA 445.902(c).

70. The transactions complained of herein constitute "trade or commerce" as defined in the Michigan Consumer Protection Act, MCLA 445.902(d).

71. In the course of the transactions which are the subject of this lawsuit, Defendants engaged in following unfair and deceptive practices:

(a) At the time of the aforesaid sale, Defendants knew or had reason to know that the vehicle had the defects or non-conformities described above but, failed to disclose this material information to Plaintiff;

(b) Represented the subject vehicle to be of good, merchantable quality, free of defects, when in fact it was not;

(c) Failing to adequately and properly inform Plaintiff of her rights and remedies with respect to the transactions which are the subject of this Complaint;

(d) Misrepresenting Plaintiff's rights and/or failing to advise Plaintiff of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;

(e) Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;

(f) Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without obtaining Plaintiff's specific consent to the disclaimer or limitation;

(g) Refusing and/or failing to provide promised benefits, including but not limited to benefits implied or imposed by law;

(j) Failing to reveal material facts including but not limited to the nature of the non-conformities and defects complained of herein;

(k) Failing to offer a refund of the purchase price of the subject vehicle in accordance with the applicable law and/or warranties;

(l) Failing to promptly refund Plaintiff's money and/or restore her property to her upon her rightful revocation and cancellation of the subject transactions;

(m) Failing to disclose material information, including but not limited to, technical service bulletins, special service messages, recall documents, consumer complaints and other information which Defendants knew or should have known concerning the subject vehicle.

75. The above described conduct violated the Michigan Consumer Protection Act, specifically but not limited to MCLA 445.903 and the sub-paragraphs contained therein.

76. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Defendants failed to have any procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale or lease of numerous other vehicles with the above described defects or non-conformities or other latent defects or non-conformities.

77. As a result of the Defendants' actions above Plaintiff has suffered a loss within the meaning of the Act and is also entitled to statutory damages and attorney fees as provided in the Act, specifically, MCLA 445.911.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as follows:

A. Money damages in whatever amount above $25,000, Plaintiff is found to be entitled, plus interest, costs and reasonable attorney fees;

B. Equitable relief, including but not limited to, rescission or reformation of the subject contract or, alternatively, repair of the subject vehicle, extension of the express and implied warranties, and service contracts which are or were applicable to the subject vehicle, in the event that Plaintiff is not found to be entitled to rescission; and

C. Such other and further relief as this Court deems just.

COUNT VIII

MOTOR VEHICLE SERVICE AND REPAIR ACT (MCLA 257.1301, ET SEQ.)

78. Plaintiff incorporates by reference all facts and allegations set forth in this Complaint.

79. Defendants are "motor vehicle repair facilities" as defined in MCLA 257.1302(g).

80. Under the aforesaid Act, Defendants owe a duty to Plaintiff and others to refrain from engaging in or attempting to engage in any "method, act or practice which is unfair or deceptive."

81. Defendant breached the above duty in the following inexhaustive list of ways:

a. Making, either written or orally, an untrue or misleading statement of a material fact;

b. Permitting a technician to diagnose or repair a condition if the technician is not properly certified to diagnose and repair the particular condition;

c. Failing to reveal a material fact, the omission of which tends to mislead or deceive the customer and which fact could not reasonably be known by the customer;

d. Performing repairs which are not necessary, except when a customer insists that a repair be performed in disregard to the facility's advice that it is unnecessary;

e. Representing, directly or indirectly, that repairs are necessary when in fact they are not.

f. Failing to perform repairs in the time promised or in a reasonable time period;

g. Failing to provide a written statement to the customer disclosing the actual cost of repairs;

h. Failing to provide a written statement to the customer providing a detailed explanation of an inability to complete repairs properly;

i. Failing to return replaced parts to the customer or, where the parts must be returned to the manufacturer, failing to allow the customer to inspect the parts;

j. Failing to give proper notice to the customer of the right to receive and/or inspect replaced parts;

k. Replacing parts with parts that were not merchantable and/or not fit for their intended purpose.

82. The above described conduct by Defendants constitutes "unfair and deceptive practices" as defined in the Motor Vehicle Service and Repair Act, specifically but not limited to MCLA 257.1307 and Administrative Rules applicable thereto.

83. The above described conduct by Defendants amounts to a wilful and flagrant violation of the Act.

84. As a result of Defendants' action above, Plaintiff has suffered damages as set forth herein and also is entitled to statutory damages and attorney fees as provided in MCLA 257.1336.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in whatever amount above $25,000 Plaintiff is found to be entitled, plus statutory double damages, interest, costs and reasonable attorney fees.

COUNT IX

VIOLATION OF MCLA 257.1401, ET SEQ (MICHIGAN LEMON LAW) DEFENDANT MANUFACTURER

85. Plaintiff incorporates by reference all heretofore mentioned facts and allegations in this Complaint.

86. The subject vehicle has been out of service because of repairs for more than 30 days during the first year of after delivery of the vehicle to Plaintiff and/or the vehicle has been subject to more than four or more repair attempts for the same defect or condition which had been reported to defendant manufacturer and/or its authorized dealer within one year of the date of delivery to Plaintiff.

87. Plaintiff has given reasonable notice and opportunity cure as required by statute.

88. Despite reasonable opportunity and notice, Defendant has failed to cure the aforesaid defects or conditions.

89. Despite demand, Defendant Manufacturer has refused to refund Plaintiff's purchase price, less the reasonable allowance for Plaintiff's use of the vehicle as permitted by MCLA 257.1403(1), together with Plaintiffs' out of pocket costs as permitted by statute.

WHEREFORE, Plaintiff prays that this Honorable Court enter its Order requiring Defendants to refund Plaintiff's purchase price, together with taxes, insurance premiums, towing, rental reimbursement, interest, costs and actual attorney fees as provided by MCLA 257.1401, et seq, or in the alternative, that Plaintiff be awarded damages in whatever amount he is found to be entitled, plus interest, costs and actual attorney fees.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial in the above entitled cause.

Respectfully submitted,

THE LIBLANG LAW FIRM, P.C.,

BY: Dani K. Liblang
DANI K. LIBLANG (P33713)
Attorneys for Plaintiff
346 Park Street, Suite 200
Birmingham, MI 48009
(248) 540-9270

DATED: July 8, 2010

PE13-003 002004LCPV

Exhibit A

2088

UNIBET | Reynolds and Reynolds | UNIBET 82523

STATE OF MICHIGAN

APPLICATION FOR MICHIGAN TITLE
STATEMENT OF VEHICLE SALE

DEPARTMENT OF STATE

Purchase Date: JUN 11TH 2009 — Invoice/Stock No.: A0N041

Delivery Date: JUN 11TH 2009 — Invoice/Stock No.: A0A057

Dealer: SESI LINCOLN MERCURY INC

Address: 3990 JACKSON RD 949099

City: ANN ARBOR

County: WASHTENAW | State: MICHIGAN | Zip Code: 48103

Dealer License: A1624S | Sales Tax License: 383257657 | Phone Number: (734) 668-6100

Vehicle Sold: New [X] Used [ ] Demo [ ] | Trade-in: Yes [ ] No [X]

Trade-in Year | Make | Vehicle No.

TEMPORARY VEHICLE REGISTRATION USED TO TRANSFER PLATES
Expires 15 days after delivery date

Plate transferred from: Year | Make

Vehicle No. | Plate No. | Temp. Expiration Date: 06/26/2009

VEHICLE USE AND HISTORY DISCLOSURE

- [ ] A POLICE VEHICLE
- [ ] A GOVERNMENT VEHICLE
- [ ] TAXI
- [ ] VEHICLE HAS BEEN FLOOD-DAMAGED
- [ ] A SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED
- [ ]

ODOMETER MILEAGE

The following section must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title and/or mileage statement.

2 0 9 — NO TENTHS

[ ] actual mileage [ ] not actual mileage [ ] exceeds mechanical limits of odometer

Factory Installed Accessories: [X] Factory List Affixed to Vehicle

Dealer Installed Accessories When Optional to Purchaser

REMARKS:
The Seller, SESI LINCOLN-MERCURY VOLVO MAZDA, Hereby Expressly Disclaims All Warranties Either Express or Implied Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, Neither Assumes Nor Authorizes Any Other Person to Assume For It Any Liability In Connection With The Sale Of The Vehicle. This Disclaimer By The Seller In No Way Affects The Terms Of The Manufacturers Warranty.

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

"I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I HEREBY WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE."

Dealer's Signature | Title

Expires on: Month 01 | Day 22 | Year 2010 | Months 12

[ ] NEW PLATE [ ] RENEWAL [X] TRANSFER

Year	Make	Body Style	Code	County
2010	LINCOLN	4DR	01	81

Vehicle No.: 3LNHL2JC5AR611010 | Fee Category/Weight: 36 | License Fee: N/A

Driver License No./PIDs of All Owners/Lessees: 1) Y520139061060 3) 2)

County of Residence: WASHTENAW

Title: 15.00 | Title Late Fee: N/A

Complete Names and Addresses of All Owners or Lessors:
DEBRA A YOUNGS
6222 DEXTER TOWNHALL
DEXTER MI 48130

Tax: 2409.14 | Transfer Fee: 8.00 | Total-Trans. to #4: 2432.14

Complete Names and Addresses of All Lessees:

Full Rights to Survivor: Yes [X] No [ ]

Insurance Company: X | Policy No. or Binder No.:

First Secured Interest: JPMORGAN CHASE | Filing Date: 06/11/09
Address: PO BOX 901098
City-State-Zip: FT WORTH TX 76101

Second Secured Interest: | Filing Date:
Address:
City-State-Zip:

1. PURCHASE PRICE OF VEHICLE (Including Freight & Accessories)	40077.33
2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Temp. Reg. Fee, Etc.)	75.00
3. TOTAL TAXABLE PRICE	40152.33
4. (Above total) SALES TAX - LICENSE - TITLE	2432.14
5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)	N/A
6. TOTAL DELIVERED PRICE	42584.47
7. CASH ON DEPOSIT	N/A
8. CASH DUE ON DELIVERY	2900.00
9. TRADE-IN $ N/A	
10. LESS LIEN $ N/A	
11. TOTAL DOWN PAYMENT	2900.00
12. UNPAID BALANCE TO BE FINANCED	39684.47
13. INSURANCE CHARGE *	N/A
14. TOTAL AMOUNT OF FINANCE CONTRACT	46534.32

* TYPE OF INSURANCE
WARNING: This insurance is not PL/PD No Fault Insurance required by Michigan law.

[ ] CREDIT LIFE [ ] HEALTH & ACCIDENT
[ ] GAP INSURANCE [ ]

Temporary Registration No.: | Temporary Fee Charged Yes [ ] No [ ]

Salesperson: WILLIAM VINSON GOFF

PURCHASER WARNING: DO NOT SIGN BLANK FORM

I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for registration. I certify that my driver license is not suspended, revoked, or denied, as a repeat offender and I am eligible to purchase or register the vehicle. I further certify that if a tax exemption is shown above it is valid.

061109x — Date | X — Date

PE13-003 002006LCPV

Exhibit B

MOTOR VEHICLE PURCHASE AGREEMENT

This is an agreement between you and the dealer concerning your purchase of a motor vehicle from the dealer on credit. The dealer will assign this agreement to the lender. Some of the terms of this agreement are stated below. **Additional terms of this agreement appear on the other side.** NAD # 949099

JPMorgan Chase Bank, N. A.
1111 Polaris Parkway
Columbus, Ohio 43210

Amount Financed	FINANCE CHARGE	ANNUAL PERCENTAGE RATE	Total of Payments	Total Sale Price
$ 39,684.47	$ 6,849.85	5.39%	$ 46,534.32	$ 49,334.32
This is the amount of credit you will be provided.	This is the dollar amount the credit will cost you.	This is what the credit will cost as a yearly rate.	This is the total amount you will pay if you make all payments as scheduled.	This is the total cost of your credit purchase, including your down payment of $ 2,900.00

Payment Schedule: Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
72	646.31	MONTHLY BEGINNING JULY 11, 2009
	N/A	
	N/A	

☒ **Late Charge:** If a scheduled payment is more than 10 days late, you will be charged a late charge equal to ____% of the amount of that payment or $15.00, whichever is greater.

Prepayment: You may prepay this credit in full or in part without penalty.

Security: We will have a security interest in the motor vehicle purchased under this agreement. We will also have the right to set off any funds you may have on deposit with us or other money we may owe you.

Insurance: Credit life, credit disability and debt cancellation insurance are not required. You may request them by initialing next to the type of insurance you want.

Credit life insurance: A term of ____ months will cost $ N/A X _____ X _____
Credit disability insurance: A term of ____ months will cost $ N/A X _____ X _____
Debt cancellation insurance (GAP): A term of ____ months will cost $ N/A X _____ X _____
Property insurance: You may obtain the insurance required by this contract from anyone who is reasonably acceptable to us. If we provide it, A term of ____ months will cost $ ____

More Information: Additional information about nonpayment, default, our right to accelerate repayment, prepayment, late charges, security interests and other terms is on the other side of this contract. An "a" indicates an estimate.

Itemization of Amount Financed

Cash Price (includes sales tax and other taxable charges, if applicable) $ 42486.47 (1)

Down Payment

Cash down payment $ 2900.00

Net trade-in: (if negative below enter $0) $ N/A

Year _____ Make _____ Model _____ VIN# _____

Amount owing $ _____ -Value $ _____ = $ _____

Total Down Payment $ 2900.00 (2)

Credit Sale Balance (1-2) $ 39586.47 (3)

Other Charges

	In Cash	Financed
*Premiums to be paid to insurance companies:	$ N/A	$ N/A
Fees to be paid to public officials:		
Filing Fees	$ N/A	$ N/A
Certificate of Title Fees	$ N/A	$ 15.00
License/Registration Fees	$ N/A	$ 8.00
Other amounts:		
*Paid to _____ for _____	$ N/A	$ N/A
Paid to SEST LINCOLN MERCURY INC DOC FEE		
If payoff amount is greater than trade value $	N/A	75.00
Total Other Charges	$ N/A	$ 98.00 (4)
Amount Financed (3 + 4)		$ 39684.47

*We may be retaining a portion of these amounts.

IMPORTANT INSURANCE INFORMATION

Under this agreement:
- The Dealer will have a security interest in the motor vehicle you are purchasing.
- You are required to maintain insurance on the motor vehicle to protect the Dealer's interest.
- You authorize the Dealer to obtain the insurance if you fail to give the Dealer evidence that you have purchased a policy protecting the Dealer's interest.
- If the Dealer purchases insurance to protect its interest, the Dealer may bill you for the cost of the policy in a balloon payment due at the end of the transaction, but the Dealer may only do this if you agree when the Dealer adds the cost to your outstanding credit balance.

Notice to buyer: The Annual Percentage Rate may be negotiated with the Dealer. The Dealer may assign this contract and retain its right to receive a part of the Finance Charge.

Dealer's Acceptance – The dealer accepts this agreement. The dealer assigns this agreement to the lender and agrees to the terms of assignment on the back of this agreement.

Buyer's Agreement

DATE JUNE 11TH 09

You agree to purchase the motor vehicle described below from the dealer for the price and according to the terms stated in this contract.

Year	Make	Model and Body Style
10	LINCOLN	MKZ 4DR SDN

Serial Number: 3LNHL2JC5AR611010

Equipment:
☐ Radio ☑ Auto Trans. ☐ Power Steer. ☐ Air Conditioner
☐ Tinted Glass ☐ Manual Trans. ☐ Power Brakes ☐ Power Window
☐ Other: _____

Color: UI

You promise to pay us the AMOUNT FINANCED and a finance charge on the unpaid principal balance of the amount financed from time to time at an INTEREST RATE of 5.39% per year. You also agree to pay us all other amounts which may become due under this agreement. If more than one person signs below, you are jointly and severally liable under this agreement.

☐ If we purchase property insurance on the motor vehicle because you fail to provide us proof of insurance, the amount advanced may be added to the unpaid principal balance under the terms described in this agreement.

You agree to all of the terms above and to all of the terms which appear on the other side of this contract.

Warning: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others unless so indicated hereon.

Notice to buyer: Do not sign this contract in blank. You are entitled to 1 true copy of the contract you sign without charge. Keep it to protect your legal rights.

Signature: X _____
Name: DEBRA A YOUNGS
Address: 6222 DEXTER TOWNHALL
DEXTER MI 48130

Signature: X _____
Name:
Address:

PE13-003 002008LCPV

Paid to		
for SESI LINCOLN MERCURY INC	$ N/A	$ N/A
Paid to DOC FEE	N/A	75.00
if payoff amount is greater than trade value $	$	$
Total Other Charges	$ N/A	$ 98.00 (4)
Amount Financed (3 + 4)		$ 39684.47

*We may be retaining a portion of these amounts.

IMPORTANT INSURANCE INFORMATION

Under this agreement:

- The Dealer will have a security interest in the motor vehicle you are purchasing.
- You are required to maintain insurance on the motor vehicle to protect the Dealer's interest.
- You authorize the Dealer to obtain the insurance if you fail to give the Dealer evidence that you have purchased a policy protecting the Dealer's interest.
- If the Dealer purchases insurance to protect its interest, the Dealer may bill you for the cost of the policy in a balloon payment due at the end of the transaction, but the Dealer may only do this if you agree when the Dealer adds the cost to your outstanding credit balance.

Notice to buyer: The Annual Percentage Rate may be negotiated with the Dealer. The Dealer may assign this contract and retain its right to receive a part of the Finance Charge.

Dealer's Acceptance – The dealer accepts this agreement. The dealer assigns this agreement to the lender and agrees to the terms of assignment on the back of this agreement.

Dealer's Signature: SESI LINCOLN MERCURY INC
Dealer's Name: 3990 JACKSON RD
Dealer's Address: ANN ARBOR MI 48103

Notice of Assignment:

The Dealer has assigned this agreement to the lender. You must make all future payments to the lender. The dealer is making the disclosures on this agreement.

You agree to all of the terms above and to all of the terms which appear on the other side of this contract.

Warning: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others unless so indicated hereon.

Notice to buyer: Do not sign this contract in blank. You are entitled to 1 true copy of the contract you sign without charge. Keep it to protect your legal rights.

Signature: X
Name: DEBRA A YOUNGS
Address: 6222 DEXTER TOWNHALL
DEXTER MI 48130

Signature: X
Name:
Address:
(if not same)

You acknowledge that you have received a copy of this agreement with all blanks filled and that you have read it and understand it.

Signature: X

Signature: X

Order by Form No. BK B2967SPC Motor Vehicle Purchase Agreement
From MBA Service Corporation f/k/a Bankers Services, Inc.

BUYER COPY

© 2006 MBA Service Corporation

MOTOR VEHICLE PURCHASE AGREEMENT

These terms are part of your Motor Vehicle Purchase Agreement. You agree to be bound by these terms when you sign on the other side. In this agreement "you", "your" and the "buyer" mean each person who signs the Buyer's Agreement. "We", "us", "our" and the "dealer" mean the dealer whose name appears on the other side or anyone to whom the dealer's interest in this agreement is assigned. The dealer intends to assign the dealer's interest in this agreement to the lender whose name appears on the other side. In this agreement, the "lender" means that lender or anyone to whom the lender assigns the dealer's interest. In this agreement, words printed in capital letters (such as "AMOUNT FINANCED") refer to information on the other side.

PURCHASE OF MOTOR VEHICLE. You agree to purchase the motor vehicle described on the other side, complete with all equipment, from the dealer at the price and according to the terms stated in this agreement.

PROMISE TO PAY. You promise to pay us the AMOUNT FINANCED and a finance charge on the unpaid principal balance of this agreement from time to time, from the date of this agreement until the amount financed is paid in full at the INTEREST RATE stated in the Buyer's Agreement. You agree to pay these amounts in installments when and as provided in the PAYMENT SCHEDULE. You also promise to pay any and all other amounts which may become due under this agreement when and as provided in this agreement.

LATE PAYMENT. If you are late in making a payment, you will continue to pay interest on the unpaid principal balance of this agreement and the total interest and credit insurance charges you pay may be increased. In addition, you agree to pay us a LATE CHARGE if one applies, as described in the Late Charge section on the other side. The Late Charge will be due immediately after it is earned. At our option, we may defer the Late Charge and collect it when your final payment is due. Any additional interest charged because of late payments will be due on the due date of your final installment. If these additional interest charges cause your final installment to be more than 105% of your previous scheduled installment, you may pay the additional interest not later than 25 days after the due date of your final installment.

EARLY PAYMENT. The FINANCE CHARGE and TOTAL OF PAYMENTS shown on the other side are what you will pay if each payment is made on the date it is due. [illegible] by making each payment [illegible] the entire unpaid balance at any time. If a payment [illegible] the unpaid balance of the amount financed, you will pay a finance charge only on the reduced unpaid balance [illegible] credit insurance charges [illegible] by your early payment.

SECURITY. To secure payment of all amounts which are due or may become due under this agreement, you grant us a security interest in the motor vehicle described on the other side. [illegible] any proceeds of the motor vehicle [illegible] accessories, attachments, accessions, or equipment to the motor vehicle, and any proceeds or premium rebates under insurance policies in connection with this agreement. You also agree that we may set off any funds you have on deposit with us or other money we may owe you against any amounts which may be due and unpaid under this agreement. Your obligation under this agreement is not secured by any security interest in your principal dwelling.

PROTECTION OF THE MOTOR VEHICLE AND CREDIT. You agree that:

- The motor vehicle will be preserved and protected and kept in good condition and repair.
- The motor vehicle will not be used in a trade or business without our written consent.
- The motor vehicle will not be sold, leased, assigned or otherwise disposed of without our written consent, and you will not permit any other lien or security interest to be placed on the motor vehicle. You agree to pay us a transfer fee of $25.00 if we consent to a transfer of equity in the motor vehicle.
- The motor vehicle will not be used unlawfully or abandoned. If a police agency impounds the motor vehicle, you will notify us immediately and regain possession of the vehicle. If the police agency offers the motor vehicle at a public sale, we may purchase it and resell it under the Default provisions of this agreement.
- All taxes, assessments, rentals and other fees imposed on the motor vehicle will be paid when they are due.
- You will permit us to inspect the motor vehicle at any reasonable time.
- You will promptly sign, or cause others to sign, and give us any documents we reasonably request to perfect our security interest.
- You have not made and will not make an untrue, misleading or incomplete statement in a credit application, this agreement or any information provided in connection with this agreement.
- You will promptly give us any additional personal or financial information concerning you or any guarantor or any information about the motor vehicle that we may reasonably request from time to time.

INSURANCE. You agree that the motor vehicle will be kept [illegible] with a policy covering damage, destruction and theft of the motor vehicle. The insurance policy must have a deductible in an amount that [illegible] but in no event less than $250. The insurance policy must provide that [illegible] will be payable to us to the extent of our interest and that the policy [illegible] cancelled without notice to us. You authorize us to make, adjust, [illegible] increase or cancel coverage, and to endorse drafts and [illegible] under the insurance.

You agree to provide us with satisfactory proof of this insurance [illegible] we request it. If you fail to do so and we provide you any [illegible] then we may select and purchase insurance covering [illegible] already have the insurance). However, we are not obligated [illegible] us our cost of doing so whenever we demand it. We may [illegible] or more installments before maturity. Also, if you specifically [illegible] the insurance, then we may require that you pay the insurance [illegible] payment the end of the credit transaction. If we have [illegible] Agreement on the other side of this Agreement that the [illegible] added to the unpaid principal balance, then we may [illegible] advance to your unpaid principal balance [illegible] the INTEREST RATE under the Motor Vehicle Purchase [illegible] installments may be increased to provide for payment [illegible] amount of the increase in the FINANCE CHARGE [illegible]

DEFAULT. [illegible]

[illegible]

OTHER TERMS. We may [illegible] any default, extend the time for payment of any installment of any installments, release security, release buyers [illegible] obligations or agree to change the terms of this agreement [illegible] to any other [illegible] guarantor [illegible] any buyer [illegible] obligations under this agreement [illegible] any obligation under the agreement [illegible] If the buyer is in default [illegible] balance [illegible] payable. We need not [illegible] Purchase Agreement [illegible] guarantor. We will continue to have all of our rights under [illegible] provisions of this agreement [illegible] written agreement signed by us. If any provision of this [illegible] law, the remaining provisions of the agreement [illegible] agreement is governed by the laws of the State of [illegible] the buyer, the guarantor [illegible] the dealer and lender or any other holder of this agreement [illegible]

NOTICE TO PURCHASERS OF USED MOTOR VEHICLES: [illegible] you see on the window form for this vehicle [illegible] information on the window form overrides any contrary [illegible] contract of sale.

NOTICE: Any holder of this Consumer Credit [illegible] is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

The following assignment is not part of the buyer's agreement.

ASSIGNMENT. For value received, the dealer assigns to the lender all the dealer's interest in this Motor Vehicle Purchase Agreement (the "Contract") and the motor vehicle described in the Contract (the "motor vehicle"), and authorizes the lender to do everything necessary to enforce the Contract. The dealer represents and warrants that the Contract is valid and enforceable; that all signatures on the Contract are genuine; that the Contract, the sale of the motor vehicle and services, the extension of credit evidenced by the Contract, and all transactions and circumstances related thereto comply with all applicable federal, state and local laws and regulations; that the dealer received any cash down payment or trade-in described in the [illegible]

other expenses of defending or seeking to overcome such claims and defenses in the [illegible]

The lender's remedies shall be cumulative and may be exercised from time to time and [illegible] any remedies otherwise available to the lender at law or equity or by agreement. The lender does not [illegible] delaying to exercise that right or remedy. The dealer's obligations and the lender's rights and [illegible] affected by any extension, modification, indulgence, settlement, waiver, compromise, forbearance, [illegible] made or permitted by the lender concerning the Contract, any person liable under the Contract, or the motor vehicle [illegible] other collateral

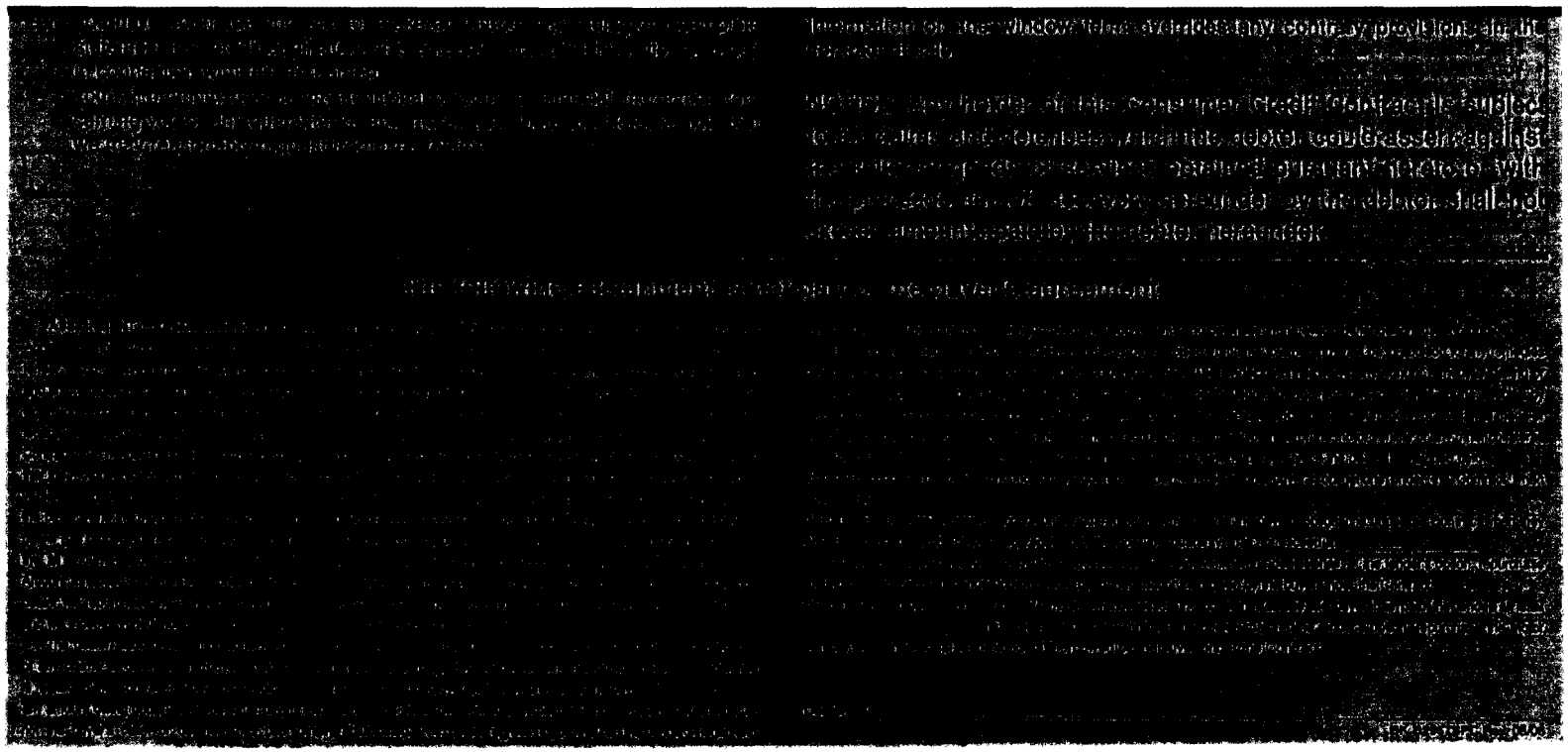


Exhibit C

950 E. MICHIGAN AVE.
P.O. BOX 980310
YPSILANTI, MI 48198-0310
PHONE: (734) 544-2201

STATE REG NO F-146472

SESI

INVOICE

3990 JACKSON RD.
ANN ARBOR, MI 48103
PHONE: (734) 668-6100

STATE REG NO F-152655

HOURS
MONDAY - FRIDAY
7:30 A.M. TO 6:00 P.M.

P & A CODE: 10193

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW | AUTHORIZATION TO SUBMIT CLAIM | PARTS SCRAP OUT

$ PARTS | $ LABOR | $ TOTAL

DEALER PART.

CUSTOMER RECEIVABLE

SUPPLIES — A flat charge of 50% of labor charge is included for supplies used on your vehicle. Applicable items include: paint, oil, lube, solvents, tape, glass, cleaning, shop towels, sanding discs, brushes, welding wire, welding gas, etc.

PARTS RETURNED STATUS
ALL PARTS ARE NEW UNLESS INDICATED OTHERWISE. YES ☐ NO ☐

I hereby authorize the below repair work to be done along with necessary materials. You and your employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express garage keeper's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. If an inspection is necessary to determine the extent of damage and recommended repairs are refused, or only partial repairs are made, we may not be able to restore the vehicle to its original working condition.

I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN.

Authorized Signature and Date

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE. UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

X (SIGNATURE) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY X

CUSTOMER PAID LABOR CHARGES HAVE BEEN GUARANTEED FOR 12 MONTHS OR 12,000 MILES (WHICHEVER OCCURS FIRST) UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED WARRANTY.

CUSTOMER ACKNOWLEDGEMENT (ALL TERMS STRICTLY CASH)

SIGNATURE X

---------- INVOICE TO ----------

YOUNGS, DEBRA A
6222 DEXTER TOWNHALL
DEXTER MI 48130
WORK: (734) 994-9099 HOME: (734) 834-2930 WORK EXT: 1151
EMAIL:

---------- DRIVER/OWNER INFORMATION -- INVOICE: W49895

YOUNGS, DEBRA A
6222 DEXTER TOWNHALL
DEXTER MI 48130
WORK: (734) 994-9099 HOME: (734) 834-2930 WORK EXT: 1151
EMAIL:

---------- FOR OFFICE USE ----------

TAG: 8637 ADV: 527 WARRONE; INVOICE: QUOTE WAR W
MEG: 810917 TAX RULES: YY2PN INVOICED: 05/04/2010 15:05:0
ODOMETER IN: 16743 DISP
DATES: BEGIN: 05/03/10 DONE: 05/04/10

---------- VEHICLE INFORMATION ----------

VIN: 5NHL2JC5AR6 LINCOLN MK LICENSE NUMBER: MIRK
AWD 4DR SDN SILVER
STOCK# 00A0A057
IN SERVICE: 06/09 PRODUCTION: 05/09 SOLD: 05/09

*** RO NO 5

CONCERN 1: MULTI POINT INSPECTION 99P
CORRECTION: COMPLETED MULTI POINT INSPECTION

OPERATION TECH HOURS AMOUNT
99P

CONCERN 2: CUST STATES VEHICLE BEEPS AS IF IT MAY STALL WHEN DRIVING OVER 50 MPH.
CORRECTION: UNABLE TO DUPLICATE CONCERN AFTER MULTIPLE ROAD TESTS. NO PROBLEMS FOUND AT THIS TIME.

OPERATION TECH HOURS AMOUNT

SAMPLE DISTRIBUTION FOR INVOICE W49895

ESTIMATE
I HEREBY ACKNOWLEDGE THAT THE ESTIMATE STATED ON THIS REPAIR ORDER WAS APPROVED PRIOR TO THE WORK BEING DONE. I ALSO ACKNOWLEDGE THAT I WAS CONTACTED AND APPROVED ANY REVISED ESTIMATE SHOWN ON THIS ORDER.
ESTIMATE: $ 50.11
IF YOU HAVE ANY QUESTIONS - PLEASE SEE CHRISTOPHER A. FARRONI

PAGE 1
LAST PAGE

ON LINE SERVICE INVOICING BY ICA © 1979 06970

Disclaimer of Warranties: any warranty on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product.

The manufacturer's warranty is the only warranty applicable to the parts installed hereby and shall be determined solely by the terms of such warranty. SESI LINCOLN-MERCURY, Inc. disclaims all warranties, expressed, implied or statutory pertaining to the parts and labor described herein, including without limitation, implied warranties of merchantability and fitness. SESI LINCOLN-MERCURY, Inc. neither assumes nor authorizes any other person to assume for it any obligation or liability in connection with such parts or labor.

CUSTOMER

X

PE13-003 002013LCPV

950 E. MICHIGAN AVE.
P.O. BOX 980310
YPSILANTI, MI 48198-0310
PHONE: (734) 544-2201

STATE REG NO F-146472

SESI
SesiMotors.com

INVOICE

3990 JACKSON RD.
ANN ARBOR, MI 48103
PHONE: (734) 668-6100

STATE REG NO F-152655

HOURS:
MONDAY - FRIDAY
7:30 A.M. TO 6:00 P.M.

P & A CODE: 10183

CHECK (✓) APPROPRIATE BOX

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS INTRODUCTION
$ PARTS	$ LABOR	$ TOTAL

DEALER PART

CUSTOMER RECEIVABLE

SUPPLIES: A [illegible] charge of 10% of labor charge is included for supplies used on your vehicle. Applicable supply items are: [illegible]

Authorized Signature and Date

[illegible]

X

REPAIRS SATISFACTORY CONFIRMED BY X

PARTS RETURNED STATUS
ALL PARTS ARE NEW UNLESS INDICATED OTHERWISE. YES ☐ NO ☐

I hereby authorize the below repair work to be done along with necessary materials. You and your employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express garage keeper's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. If an inspection is necessary to determine the extent of damage and recommended repairs are refused, or only partial repairs are made, we may not be able to restore the vehicle to its original working condition.

I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN.

CUSTOMER PAID LABOR CHARGES WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED WARRANTY

CUSTOMER ACKNOWLEDGEMENT (ALL TERMS STRICTLY CASH)

SIGNATURE X

INVOICE TO — DRIVER/OWNER INFORMATION -- INVOICE: W50405

[redacted]

DEXTER MI [redacted] DEXTER MI [redacted]

WORK: [redacted] WORK: [redacted]

EMAIL: EMAIL:

FOR OFFICE USE — VEHICLE INFORMATION

TAG: 9099 ADV: 527 MARRONI, INVOICE: QUOTE WAR W CM VIN 3LNHL2JC5A[redacted] LICENSE NUMBER: [redacted]

MFG: 810917 TAX RULES: YY2PN INVOICED: 05/21/2010 15:33:22 10 LINCOLN MKZ AWD 4DR SDN SILVER

ODOMETER IN: 17377 DIST: 1FA STOCK: C0A0A057

DATES: BEGIN: 05/20/10 DONE: 05/21/10 DATES INSERVICE: 061009 PRODUCTION: 050609 SOLD: 061109

*** R.O. NOT COMPLETE ***

CONCERN 2: ALTERNATE TRANSPORTATION-LINCOLN OPERATION TECH HOURS AMOUNT

CORRECTION ALTERNATE TRANSPORTATION-LINCOLN SHUTTLE/LOANER LIN

CONCERN 51 CUST STATES VEHICLE SHUT OFF WHILE DRIVING, [illegible] SPEEDS, DOES RESTART OPERATION TECH HOURS AMOUNT

TOW-IN, [illegible]

CORRECTION UPDATED POMPTO LATEST CALIBRATION FOR HOT [illegible] ISSUE PER TSB

PAYMENT DISTRIBUTION FOR INVOICE W50405

ESTIMATE

I HEREBY ACKNOWLEDGE THAT THE ESTIMATE STATED ON THIS REPAIR ORDER WAS APPROVED PRIOR TO THE WORK BEING DONE. I ALSO ACKNOWLEDGE THAT I WAS CONTACTED AND APPROVED ANY REVISED ESTIMATE SHOWN ON THIS INVOICE.

ESTIMATE [illegible]

IF YOU HAVE ANY QUESTIONS - PLEASE SEE CHRISTOPHER A. MARROWOLL

PAGE 1
LAST PAGE

ON LINE SERVICE INVOICING BY [illegible]

Disclaimer of Warranties: any warranty on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product.

The manufacturer's warranty is the only warranty applicable to the parts installed hereby and shall be determined solely by the terms of such warranty. SESI LINCOLN-MERCURY, Inc. disclaims all warranties, expressed, implied or statutory pertaining to the parts and labor described herein, including without limitation, implied warranties of merchantability and fitness. SESI LINCOLN-MERCURY, Inc. neither assumes nor authorizes any other person to assume for it any obligation or liability in connection with such parts or labor.

X

CUSTOMER

PE13-003 002014LCPV

950 E. MICHIGAN AVE.
P.O. BOX 980310
YPSILANTI, MI 48198-0310
PHONE: (734) 544-2201

STATE REG NO F-146472

INVOICE

SESI

3990 JACKSON RD.
ANN ARBOR, MI 48103
PHONE: (734) 668-6100

STATE REG NO F-152655

HOURS:
MONDAY - FRIDAY
7:30 A.M. TO 6:00 P.M.

P & A CODE: 10183
(CHECK (✓) APPROPRIATE BOX)
[ ] CLAIMS REVIEW [ ] AUTHORIZATION TO SUBMIT CLAIM [ ] PARTS SCRAP OUT
$ PARTS $ LABOR $ TOTAL

DEALER PART.
CUSTOMER RECEIVABLE

SUPPLIES A token charge of 10% of labor charge is included for supplies used on your vehicle. Applicable supply items are: rags, belts, washers, tape, paint, sandpaper, shellac, solvent, caps, carburetor cleaner, towels, solder, battery cleaner, wire, window sealer, etc.

Authorized Signature and Date
ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE. UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT. NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY REPRESENTATIVES OF FORD.

X (SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
X

PARTS RETURNED STATUS
ALL PARTS ARE NEW UNLESS INDICATED OTHERWISE. YES [ ] NO [ ]

I hereby authorize the below repair work to be done along with necessary materials. You and your employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express garage keeper's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. If an inspection is necessary to determine the extent of damage and recommended repairs are refused, or only partial repairs are made, we may not be able to restore the vehicle to its original working condition.

I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN.

CUSTOMER PAID LABOR CHARGES WARRANTEED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED WARRANTY.

CUSTOMER ACKNOWLEDGEMENT (ALL TERMS STRICTLY CASH)
SIGNATURE X

---------- INVOICE TO ----------
[redacted]
DEXTER MI [redacted]
WORK: [redacted]
EMAIL:

---------- DRIVER/OWNER INFORMATION -- INVOICE: W50507
[redacted]
DEXTER MI [redacted]
EMAIL:

---------- FOR OFFICE USE ----------
TAG: 9343 ADV: 527 MARRONI INVOICE: QUOTE WAR W CM
MEG: 810917 TAX RULES: YY2PN INVOICED: 06/16/2010 08:36:41
ODOMETER IN: 17516 DIST: 1FA
DATES BEGIN: 05/25/10 DONE: 06/16/10

---------- VEHICLE INFORMATION ----------
VIN 3LNHL2JC5A[redacted] LICENSE NUMBER [redacted]
10 LINCOLN MKZ AWD 4DR SDN SILVER
STOCK: 00A08057
DATES INSERVICE: 06/01/10 PRODUCTION: 050609 SOLD: 061109

*** R.O. NOT COMPLETE ***

	OPERATION	TECH HOURS	AMOUNT
CONCERN 11 MULTI POINT INSPECTION 99			
CORRECTION COMPLETED MULTI POINT INSPECTION	99		

	OPERATION	TECH HOURS	AMOUNT
CONCERN 24 ALTERNATE TRANSPORTATION LINCOLN			
CORRECTION ALTERNATE TRANSPORTATION LINCOLN SHUTTLE/LOANER	DIN		

	OPERATION	TECH HOURS	AMOUNT
CONCERN 51 CUST STATES VEHICLE JERKS AT STOPLIGHTS, SHUTS OFF, ADVISE.			
CORRECTION UNABLE TO DUPLICATE CONCERN AFTER SEVERAL ATTEMPTS, ONE STORED DTC PRESENT, NO HARD DATA'S, ATTACHED VDR, NO DATA RECORDED TO INDICATE PERFORMANCE ISSUES OR STALLING EVENTS. CUST TO MONITOR			

PART NUMBER	PC	NOTE	DESCRIPTION	QTY	SELL
ENG GAS		INSF	**********	10	

PAYMENT DISTRIBUTION FOR INVOICE W50507

ESTIMATE
I HEREBY ACKNOWLEDGE THAT THE ESTIMATE STATED ON THIS REPAIR ORDER WAS APPROVED PRIOR TO THE WORK BEING DONE. I ALSO ACKNOWLEDGE THAT I WAS CONTACTED AND APPROVED ANY REVISED ESTIMATE SHOWN ON THIS INVOICE.
ESTIMATE $1.11
IF YOU HAVE ANY QUESTIONS - PLEASE SEE CHRISTOPHER A. MARRONI

PAGE 1
LAST PAGE

ON LINE SERVICE INVOICING BY UCS © 1979

Disclaimer of Warranties: any warranty on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product.

The manufacturer's warranty is the only warranty applicable to the parts installed hereby and shall be determined solely by the terms of such warranty. SESI LINCOLN-MERCURY, Inc. disclaims all warranties, expressed, implied or statutory pertaining to the parts and labor described herein, including without limitation, implied warranties of merchantability and fitness. SESI LINCOLN-MERCURY, Inc. neither assumes nor authorizes any other person to assume for it any obligation or liability in connection with such parts or labor.

X

CUSTOMER

PE13-003 002015LCPV

950 E. MICHIGAN AVE.
P.O. BOX 980310
YPSILANTI, MI 48198-0310
PHONE: (734) 544-2201

STATE REG NO F-146472

SESI
SesiMotors.com

3990 JACKSON RD.
ANN ARBOR, MI 48103
PHONE: (734) 668-6100

STATE REG NO F-152655

REPLACED PARTS REQUESTED BY CUSTOMER	SUPPLIES A token charge of 10% of labor charge is included for supplies used on your vehicle. Applicable supply items are: nuts, bolts, washers, tape, pins, aerospray, shellac, solvent, rags, carburetor cleaner, towels, solder, battery cleaner, wire, window sealer, etc.
☐ YES ☐ NO	CERTIFICATION ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 300)
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED	REPAIRS PROPERLY COMPLETED AND CHECKED BY X

SERVICE WORK ORDER

HOURS
MONDAY - FRIDAY
7:30 A.M. TO 6:00 P.M.

CUSTOMER PAID LABOR CHARGES WARRANTEED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED WARRANTY.

STORAGE WILL BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED. | CREDIT CARDS ACCEPTED | Selling Dealer

I hereby authorize the below repair work to be done along with necessary materials. You and your employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express garage keeper's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. If an inspection is necessary to determine the extent of damage and recommended repairs are refused, or only partial repairs are made, we may not be able to restore the vehicle to its original working condition.

X

MILEAGE IN

MILEAGE OUT

RO	Tag		Added		
49895	8637	527 CHRISTOPHER A. MARRONI	05/03/10 08:23	[redacted]	3LNHL2JC5 A[redacted]

Customer [illegible]

[redacted]

Work: [redacted]
Home:

DEXTER, MI [redacted]
WASHTENAW
Email:

[illegible]

10 LINCOLN MKZ 4DR SDN AND SILVER Model#: [illegible] Odometer: 16753
3.5L DOHC 4V V6 Stock No: [illegible]
Dates: Production: [illegible] Inservice: 06/10/09 Sold: 06/11/09 [illegible]
Last Svc: Client: [illegible] Date: 03/22/10 Adv: 527 Odom: 15005 [illegible] Month Avg: 1560

[illegible]

11	W	99P	MULTI POINT INSPECTION 99P
51	W		CUST STATES VEHICLE FEELS AS IF IT MAY STAL[illegible]

[illegible]

MFG: 810917 Dist: IFA Fuel: UNL Estimated Completion: 05/03/10 17:00
Name Verify: Color Code: UI Trim: MT

[illegible]

Estimate: WAR [illegible]

[illegible]

WAR WARRANTY WA - FAC WARRANTY

[illegible]

999	USA 2009 12/15	16000	06/11/10

Voluntarily request that SESI LINCOLN MERCURY state reg. #F146472 to provide services or parts in the repair of the above described motor vehicle without receiving an estimate of repair costs. By signing this form, I understand that I will give up my right to: 1. Receive a written estimate of the cost for repairs. 2. Approve in advance any repairs or costs under $ 3. Refuse to pay for repairs with a total cost less than the amount stated above. The facility may exceed the amount stated above only after I give my written or oral approval.

X

I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN.

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Expressed Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

UCS©2004

CUSTOMER

PE13-003 002016LCPV

950 E. MICHIGAN AVE.
P.O. BOX 980310
YPSILANTI, MI 48198-0310
PHONE: (734) 544-2201

STATE REG NO F-146472

SESI
Sesilvictors.com

3990 JACKSON RD.
ANN ARBOR, MI 48103
PHONE: (734) 668-6100

STATE REG NO F-152655

REPLACED PARTS REQUESTED BY CUSTOMER	SUPPLIES A token charge of 10% of labor charge is included for supplies used on your vehicle. Applicable supply items are: nuts, bolts, washers, tape, pins, aerospray, shellac, solvent, rags, carburetor cleaner, towels, solder, battery cleaner, wire, window sealer, etc.
☐ YES ☐ NO	CERTIFICATION ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT. (P.A. 300)
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED	REPAIRS PROPERLY COMPLETED AND CHECKED BY X

SERVICE WORK ORDER

HOURS
MONDAY - FRIDAY
7:30 A.M. TO 6:00 P.M.

CUSTOMER PAID LABOR CHARGES WARRANTEED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED WARRANTY.

STORAGE WILL BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED. CREDIT CARDS ACCEPTED [redacted] Selling Dealer

I hereby authorize the below repair work to be done along with necessary materials. You and your employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express garage keeper's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. If an inspection is necessary to determine the extent of damage and recommended repairs are refused, or only partial repairs are made, we may not be able to restore the vehicle to its original working condition.

X _____

MILEAGE IN _____

MILEAGE OUT _____

PO	Tag	Advisor	Added		VIN
45154	4481	527 CHRISTOPHER A. MARRONI	10/16/09 08:56	MI X	3LNHL2JC5 AR[redacted]

[redacted]

DEXTER, MI [redacted]
WASHTENAW
Email:

Work: [redacted]
Home:

[redacted]

10 LINCOLN MKZ 4DR SDN AWD SILVER Model#: L2J Odometer: 7224
3.5L DOHC 4V V6 Stock No: [illegible]
Dates: Production: 05/06/09 Inservice: 06/10/09 Sold: 06/11/09 SLSP: [illegible]
Last Svc: Client: 810917 Date: 07/20/09 Adv: 527 Odom: 2233 Daily Avg: [illegible] Month Avg: 1560

[redacted]

11*	QCL	99P	MULTI POINT INSPECTION 99P
51	QCL	7K	CUST STATES PERFORM 7500 MILE SERVICE PER [illegible]

[redacted]

MFG: 810917 Dist: 1FA Fuel: UNL Estimated Completion: 10/16/09 17:00
Name Verify: Color Code: UI Trim: MT

[redacted]

Preferred Customer

[redacted]

SVC Note: PREFERRED TREATMENT
Estimate: WAR 1.11

[redacted]

WAR WARRANTY WA - FAC WARRANTY

Extended Warranty	Number	Month	Mileage	Deductible	Expires
999	USA 2009 12/15		16000		06/11/10

Voluntarily request that SESI LINCOLN MERCURY state reg. #F146472 to provide services or parts in the repair of the above described motor vehicle without receiving an estimate of repair costs. By signing this form, I understand that I will give up my right to: 1. Receive a written estimate of the cost for repairs. 2. Approve in advance any repairs or costs under $ 3. Refuse to pay for repairs with a total cost less than the amount stated above. The facility may exceed the amount stated above only after I give my written or oral approval.

X

I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN.

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Expressed Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

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CUSTOMER

PE13-003 002017LCPV

950 E. MICHIGAN AVE.
P.O. BOX 980310
YPSILANTI, MI 48198-0310
PHONE: (734) 544-2201

STATE REG NO F-146472

SESI
SesiMotorWorks.com

3990 JACKSON RD.
ANN ARBOR, MI 48103
PHONE: (734) 668-6100

STATE REG NO F-152655

REPLACED PARTS REQUESTED BY CUSTOMER	SUPPLIES A token charge of 10% of labor charge is included for supplies used on your vehicle. Applicable supply items are: nuts, bolts, washers, tape, pins, aerosprey, shellac, solvent, rags, carburetor cleaner, towels, solder, battery cleaner, wire, window sealer, etc.
☐ YES ☐ NO	CERTIFICATION ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT. (P.A. 300)
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED	REPAIRS PROPERLY COMPLETED AND CHECKED BY X

SERVICE WORK ORDER

HOURS
MONDAY - FRIDAY
7:30 A.M. TO 6:00 P.M.

CUSTOMER PAID LABOR CHARGES WARRANTEED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED WARRANTY.

STORAGE WILL BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED. CREDIT CARDS ACCEPTED [redacted] Selling Dealer

I hereby authorize the below repair work to be done along with necessary materials. You and your employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express garage keeper's lien is acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. If an inspection is necessary to determine the extent of damage and recommended repairs are refused, or only partial repairs are made, we may not be able to restore the vehicle to its original working condition.

X

MILEAGE IN
MILEAGE OUT

RO	Tag	Customer	Added	[redacted]	VIN
45155	4481	527 CHRISTOPHER A. MARRONI	10/16/09 08:57	[redacted]	3LNHL2JC5 AR[redacted]

Customer

[redacted]
DEXTER, MI [redacted]
WASHTENAW
Email:

Work: [redacted]
Home:

Vehicle

10 LINCOLN MKZ 4DR SDN AWD SILVER Model#: L2J Odometer: 17224
3.5L DOHC 4V V6 Stock No: 00A0A057
Dates: Production: 05/06/09 Inservice: 06/10/09 Sold: 06/11/09 SLSP: 623
Last Svc: Client: 810917 Date: 07/20/09 Adv: 527 Odom: 2233 Daily Avg: 52 Month Avg: 1560

Repair Order

11*	W	99P	MULTI POINT INSPECTION 99P
51	W		CUST STATES WIPER BLADES CHATTER. ADVISE

MFG: 810917 Dist: 1FA Fuel: UNL Estimated Completion: 10/16/09 17:00
Name Verify: Color Code: UI Trim: MT

Preferred Customer

SVC Note: PREFERRED TREATMENT
Estimate: WAR 11.11

WAR WARRANTY WA FAC WARRANTY

Warranty	Mileage	Date
999 USA 2009 12/15	16000	06/11/10

Voluntarily request that SESI LINCOLN MERCURY state reg. #F146472 to provide services or parts in the repair of the above described motor vehicle without receiving an estimate of repair costs. By signing this form, I understand that I will give up my right to: 1. Receive a written estimate of the cost for repairs. 2. Approve in advance any repairs or costs under $ 3. Refuse to pay for repairs with a total cost less than the amount stated above. The facility may exceed the amount stated above only after I give my written or oral approval.

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X

I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN.

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CUSTOMER

PE13-003 002018LCPV

950 E. MICHIGAN AVE.
P.O. BOX 980310
YPSILANTI, MI 48198-0310
PHONE: (734) 544-2201

STATE REG NO F-146472

INVOICE

3990 JACKSON RD.
ANN ARBOR, MI 48103
PHONE: (734) 668-6100

STATE REG NO F-152655

HOURS
MONDAY - FRIDAY
7:30 A.M. TO 6:00 P.M.

P & A CODE:

PARTS RETURNED STATUS
PRICES ARE NEW UNLESS NOTED OTHERWISE.
YES ☐ NO ☐

I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN.

CUSTOMER ACKNOWLEDGEMENT ALL TERMS STRICTLY OBSERVED

SIGNATURE X

[redacted]

FOR OFFICE USE

VEHICLE INFORMATION

LICENSE NUMBER [redacted]

LINCOLN

STOCK QUANTITY

INSPECTION

OPERATION

DISTRIBUTION

PERSONAL PROPERTY
ATTENTION: CHECK REPAIR ORDER ON THIS VEHICLE
DATE CHANGED BY DATES INVOICED
10/16/09 SSES

ESTIMATE
I HEREBY ACKNOWLEDGE THAT THE ESTIMATE STATED ON THIS
REPORTED PRIOR TO THE WORK BEING DONE. I ALSO ACKNOW
CHANGED AND REPORTED ANY REVISED ESTIMATE SHOWN ON
ESTIMATE SSES
IF YOU HAVE ANY QUESTIONS - PLEASE ASK CHRISTOPHER N.

ONLINE SERVICE INVOICING BY

Disclaimer of Warranties: Any warranty on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product.

The manufacturer's warranty is the only warranty applicable to the parts installed hereby and shall be determined solely by the terms of such warranty. SESI LINCOLN-MERCURY, Inc. disclaims all warranties, expressed, implied or statutory pertaining to the parts and labor described herein, including without limitation, implied warranties of merchantability and fitness. SESI LINCOLN-MERCURY, Inc. neither assumes nor authorizes any other person to assume for it any obligation or liability in connection with such parts or labor.

CUSTOMER

PE13-003 002019LCPV

P.O. BOX 980310
YPSILANTI, MI 48198-0310
PHONE: (734) 544-2201

STATE REG NO F-146472

INVOICE

3990 JACKSON RD.
ANN ARBOR, MI 48103
PHONE: (734) 668-6100

HOURS:
MONDAY - FRIDAY
7:30 A.M. TO 6:00 P.M.

STATE REG NO F-152655

P & A CODE: 10193

PARTS RETURNED STATUS YES ☐ NO ☐
ALL PARTS ARE NEW UNLESS INDICATED OTHERWISE.

I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN.

CUSTOMER PAID LABOR CHARGES WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED WARRANTY.

CUSTOMER ACKNOWLEDGEMENT (ALL TERMS STRICTLY CASH)

SIGNATURE X

[redacted]

TAG: 9755 ADV: 527 MARCONI DNVICE: DOUTE WAR N VIN 5LMHL2JC5A[redacted] LICENSE NUMBER: [redacted]
MFG: 810917 TEX NUMBER: XXXXX INVOICED: 06/25/2010 11:20 LINCOLN MKZ 4DR SDN
ODOMETER IN: 18111 OUT: 18111 DIST
DATES BEGIN: 06/25/10 INSERVICE: 06/09 PROMISED: 06/09
CONCERN:
PART NUMBER
PAYMENT DISTRIBUTION FOR INVOICE
THANK YOU FOR CHOOSING SESI
PAGE 1
LAST PAGE

Disclaimer of Warranties: any warranty on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product.

The manufacturer's warranty is the only warranty applicable to the parts installed hereby and shall be determined solely by the terms of such warranty. SESI LINCOLN-MERCURY, Inc. disclaims all warranties, expressed, implied or statutory pertaining to the parts and labor described herein, including without limitation, implied warranties of merchantability and fitness. SESI LINCOLN-MERCURY, Inc. neither assumes nor authorizes any other person to assume for it any obligation or liability in connection with such parts or labor.

X

CUSTOMER

ONLINE SERVICE INVOICING BY

PE13-003 002020LCPV

Exhibit D

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

June 21, 2010

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48121

Re: Customer: [redacted]
Vehicle: 2010 Lincoln MKZ
VIN No.: 3LNHL2JC5AR[redacted]
Delivery Date: June 11, 2009
Dealer: Sesi Lincoln Mercury

[redacted]

cc: General Manager, Sesi Lincoln Mercury
Chase Auto Finance

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
6/25/2010	[redacted]	3LNHL2JC5AR[redacted]	2010 MKZ	04
CLOSED	CLP - IN - BUYBACK - UNABLE TO DUPLICATE	800641410		
5/21/2010	[redacted]	3LNHL2JC5AR[redacted]	2010 MKZ	01
CLOSED	ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	800641410		

Ford Confidential

All Action Details for Issue

Print

VIN: 3LNHL2JC5AR[redacted] **Year:** 2010 **Model:** MKZ **Case:** 800641410
Name: MS[redacted] **Owner Status:** Original **WSD:** 2009-06-11
Symptom Desc: STALLS/QUITS ACCELERATION **Primary Phone:** [redacted]
Reason Desc: CLP - IN - BUYBACK - UNABLE TO DUPLICATE **Secondary Phone:**
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 06/25/2010

Action: TIER II ESCALATION - BUYBACK
Dealer: 10183 SESI LINCOLN-MERCURY **Origin Desc:** US CONCERN CASE BASE
Odometer: 17000 MI **Comm Type:** INBOUND CUSTOMER MAIL
Analyst Name: MARSHA WOJEWSKI-BOYD (MWOJEWSK) **Analyst:** MWOJEWSK
Action Date: 06/24/2010 **Action Time:** 16.59.45.693 **Action Data:** No

Comments CUSTOMER SAID: LTR DATED JUNE 21-I AM WRITING REGARDING THE PROBLEMS THAT I HAVE BEEN EXPERIENCING WITH THE ABOVE VEH. THIS IS A REQUEST FOR A FINAL REPAIR ATTEMPT-YOUR RECORDS SHOULD REFLECT THIS IS THE 4TH TIME THE VEH HAS BEEN IN FOR STALLING JERKING/LUNGING WHILE DRIVING-THIS IMPAIRS BOTH THE SAFETY AND USE OF THE VEH-CUST IS PURSUING THE LEMON LAW-AWS SHOWS VEH IN FOR SERVICE ON 05/03 AND 05/20 FOR STALLING CONCERNSOBC TO DLRSHP SPOKE TO CHRIS SM 734-668-6100. HE SAID THE CUST IS BRINGING THE VEH BACK TOMORROW PER HOTLINE TO HAVE THE THROTTLE REPLACED. DLRSHP CAN NOT DUPLICATE THE CONCERN.OBC TO CUST TO ADVISE HER THAT SOMEONE FROM FORD WILL CONTACT HER ABOUT HER VEH CONCERNCRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.

Action: CONCERN ADDRESSED
Dealer: 10183 SESI LINCOLN-MERCURY **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 17000 MI **Comm Type:** PHONE
Analyst Name: ROACH, KRYSTAL **Analyst:** KROACH7
Action Date: 06/25/2010 **Action Time:** 12.22.12.073 **Action Data:** Yes

Comments CCS KRYSTAL X 7316 --- OBC TO DLR SPOKE WITH CHRIS S/M --- REPLACED THROTTLE BODY ---- DLR HAS NOT BEEN ABLE TO VERIFY THE CONCERN --- AS PER HOTLINE JUST REPLACED THROTTLE BODY --- WAS ADVISED BY PVT TO CHANGE IT OUT AS THEY HAVE HEARD OF THIS CONCERN WITH OTHER VEH --- OBC TO CUST AT 734-834-2930 - ADVISED CUST WHO I AM AND MY ROLE ---- CUST VERIFIED VEH INFO --- ADVISED CUST THAT AT THIS TIME WE WILL NOT BE MEETING HER REQUEST FOR A FINAL REPAIR ATTEMPT OR A VEH REPLACEMENT AS THE DLR HAS NOT BEEN ABLE TO DUP THE CONCERN ON HER VEH --- CUST ADVISED THAT THE DLR DID LET HER KNOW THAT THE VEH IS REPAIRED AND READY FOR PICK UP --- CUST ADVISED THAT SHE WILL LET HER ATTORNEY KNOW WHAT WE SPOKE ABOUT --- CUST THANKED REP FOR CALL - NO FURTHER ACTION REQUIRED --- CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	83
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N

CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Ford Confidential

All Action Details for Issue

Print

VIN: 3LNHL2JC5AR[redacted] **Year:** 2010 **Model:** MKZ **Case:** 800641410
Name: MS[redacted] **Owner Status:** Original **WSD:** 2009-06-11
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED **Primary Phone:** [redacted]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED **Secondary Phone:**
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 017000 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 05/21/2010 **Action Time:** 22.14.18.147 **Action Data:** No

Comments DISPATCH COMPLETE

Ford Confidential