

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

PE13-003

FORD

10/14/2013

**APPENDIX B, D, E AND
F FUSION**

PE13-003

FORD

10/14/2013

APPENDIX B

2010 – 2013 MY Ford Fusion & 2009 – 2013 Ford Escape Engine Stall/Loss of Power/Throttle Body Malfunction

OWNER REPORTS

As the agency is aware, within FCSD's North American Customer Service Operations, there is a Customer Relationship Center (CRC) that is responsible for facilitating communication between customers, dealerships and Ford Motor Company. Among other things, the CRC handles telephonic, electronic, and written inquiries, suggestions, informational requests, and concerns ("contacts") from Ford and Lincoln-Mercury vehicle owners about their vehicles or sales and service experience. The contacts are handled by CRC customer service representatives who enter a summary of the customer contact into a database known as FMC360. Certain contacts, such as letters from customers, are entered into the FMC360 database.

The CRC assigns to each vehicle-related contact report a "symptom code" or category that generally characterizes the nature of the customer contact or vehicle concern, as described by the owner. The CRC does not undertake to confirm the accuracy of the description provided by the owner; they simply record what is reported. Therefore, given the complexity of the modern motor vehicle, it is Ford's experience that a significant percentage of owner contacts do not contain sufficient information to make a technical assessment of the condition of the vehicle or the cause of the event reported. Accordingly, although FMC360 contact reports may be useful in identifying potential problems and trends, the records are not the empirical equivalent of confirmed incidents and/or dealership's diagnosis. In the interest of responding promptly to this inquiry, Ford has not undertaken to gather the electronic images related to these contacts because of the largely duplicative nature of the information contained in the images, as well as the time and the burden associated with locating and producing those documents. The pertinent information related to those contacts generally would be included in the contact reports obtained from the FMC360 system. To the extent that those documents exist, they are characterized in the comments of FMC360 contact reports. Upon request, Ford will attempt to locate any specific items that are of interest to the agency.

In responding to this information request, Ford electronically searched FMC360 using the following criteria:

<u>Model Year</u>	<u>Vehicle</u>	<u>Designation</u>
2010 - 2013	Ford Fusion / Fusion Hybrid	Subject
2009 - 2013	Ford Escape / Ford Escape Hybrid	Subject
2010 - 2011	Mercury Milan / Mercury Milan Hybrid	Peer
2009 - 2011	Mercury Mariner / Mercury Mariner Hybrid	Peer

Vehicles: Subject & Peer vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

Date Parameters:

Vehicle Population	Date Parameters
2010 – 2011 MY Ford Fusion / 2010 – 2011 MY Ford Fusion Hybrid	March 25, 2013 through September 6, 2013 (the date of this request).
2009 – 2010 MY Ford Escape / 2009 – 2010 MY Ford Escape Hybrid	October 23, 2013 through September 6, 2013 (the date of this request)
2009 – 2010 MY Mercury Mariner / 2009 – 2010 MY Mercury Mariner Hybrid	October 23, 2013 through September 6, 2013 (the date of this request)
2010 MY Mercury Milan / 2010 MY Mercury Milan Hybrid	October 23, 2013 through September 6, 2013 (the date of this request)
2012 – 2013 MY Ford Fusion / 2012 – 2013 MY Ford Fusion Hybrid	January 1, 2011 through September 6, 2013 (the date of this request).
2011 – 2013 MY Ford Escape / 2011 – 2012 MY Ford Escape Hybrid	January 1, 2010 through September 6, 2013 (the date of this request)
2011 MY Mercury Mariner / 2011 MY Mercury Mariner Hybrid	January 1, 2010 through September 6, 2013 (the date of this request)
2011 MY Mercury Milan / 2011 MY Mercury Milan Hybrid	January 1, 2010 through September 6, 2013 (the date of this request)

Types of Contacts: All, including suspended data, canceled contacts and inquiries

FMC360 Symptom Code(s):

Symptom Category	Symptom Code	Symptom Description
Driving Performance	5 52	Stall
	5 54	Loss of Power
	5 57	Hesitation/Stumble
Driver Aides	2 27 Q	Check Engine Light
	2 27 5	Wrench Light

FMC360 Reason Code(s):

FMC360 Legal Search Criteria			
Level 1	Level 2	Level 3	Level 4
Dealer-Vehicle Concern	Legal		
Feedback	Product	Negative	Vehicle Safety/Quality
Vehicle Concern	Legal		

LEGAL CONTACTS

Beginning in early 2008, most consumer complaints and all legal claim processing has been centralized in OGC within the Consumer Litigation team. A transition has occurred such that all legal contacts (including those formerly handled by "Litigation Prevention") are coordinated through this team.

Prior to the transition, there was a Consumer Affairs Department within FCSD that managed customer concerns, which could not be resolved by the Customer Relationship Center (CRC). Among other things, the Consumer Affairs Department had a section, known as "Litigation

Prevention," that handled a variety of informal (i.e., non-litigation) claims, such as property damage claims or attorney demand claims.

The Litigation Prevention section had been centralized in the Consumer Affairs Department since 1995, in Dearborn, Michigan. Prior to that time, Litigation Prevention personnel operated on a regional basis. For matters that the Litigation Prevention section handled, there were typically paper files that reflected the handling, investigation and resolution of property damage claims.

The claims, known as "Legal Contacts" are entered into the FMC360 database that the CRC uses to enter other customer communications. When a customer contact is designated as a Legal Contact, it is so indicated near the top of the contact report.

FIELD REPORTS

Within FCSD, there is a Vehicle Service & Programs Office that has overall responsibility for vehicle service and technical support activities, including the administration of field actions. That Office is the primary source within Ford of vehicle concern information originating from Ford and Lincoln-Mercury dealerships, field personnel, and other sources. The information is maintained in a database known as the Common Quality Indicator System (CQIS). The CQIS database includes reports compiled from more than 40 Company sources (e.g., Company-owned vehicle surveys, service technicians, field service and quality engineers, and technical hot line reports, etc.) providing what is intended to be a comprehensive concern identification resource. As with MORS contact reports, CQIS reports are assigned a "symptom code" or category that generally reflects the nature of the concern.

In responding to this information request, Ford electronically searched CQIS using the following criteria:

In July 2011, FCSD launched a new coding system for the CQIS database. All reports maintained in the CQIS database prior to the coding change have been re-coded using the new CQIS coding system.

<u>Model Year</u>	<u>Vehicle</u>	<u>Designation</u>
2010 - 2013	Ford Fusion / Fusion Hybrid	Subject
2009 - 2013	Ford Escape / Ford Escape Hybrid	Subject
2010 - 2011	Mercury Milan / Mercury Milan Hybrid	Peer
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	5 54	Loss of Power
	5 57	Hesitation/Stumble
Driver Aides	2 27 Q	Check Engine Light
	2 27 5	Wrench Light

WARRANTY

Ford's Analytical Warranty System (AWS) contains warranty claims and vehicle information for model years 1991 and forward for North America, and model years 1992 and forward for Europe.

Ford performed a search of AWS for potentially responsive reports using the following search criteria:

<u>Model Year</u>	<u>Vehicle</u>	<u>Designation</u>
2010 - 2013	Ford Fusion / Fusion Hybrid	Subject
2009 - 2013	Ford Escape / Ford Escape Hybrid	Subject
2010 - 2011	Mercury Milan / Mercury Milan Hybrid	Peer
2009 - 2011	Mercury Mariner / Mercury Mariner Hybrid	Peer

Vehicles: Subject & Peer vehicles manufactured for sale or lease in the United States, District of Columbia, Puerto Rico, Northern Mariana Islands, Guam, American Samoa and the Virgin Islands.

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2011 MY Mercury Mariner / 2011 MY Mercury Mariner Hybrid	January 1, 2010 through September 6, 2013 (the date of this request)
2011 MY Mercury Milan / 2011 MY Mercury Milan Hybrid	January 1, 2010 through September 6, 2013 (the date of this request)

Base Part Number(s): 9F991, 9E926, 9E927, 9E928, 9B989, 9E989

Labor Op Code(s): 092305A (TSB 09-23-5) and 102106A (TSB 10-21-6)

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PE13-003

FORD

10/14/2013

APPENDIX D

1

Office of the General Counsel



Ford Product Claims
PO Box 70
Dearborn, MI 48121-0070

September 19, 2013

[REDACTED]
Capitol Heights, MD [REDACTED]

RE: 2010 Fusion
3FAHP0HA5AR [REDACTED]
Incident date: 8/21/2013

Dear [REDACTED]

Customer satisfaction is one of the primary objectives of Ford Motor Company and we make every attempt to ensure that our owners are satisfied. We recognize the importance of retaining your confidence in us after purchase. We understand that you have turned this matter over to your insurance company. Unfortunately, we are unable to offer assistance beyond that covered by your insurance policy. Your insurance claim deductible is a function of your insurance policy coverage. Ford is unable to consider a demand for additional settlement on the same loss. Therefore, we must respectfully decline a request for compensation regarding your insured loss. Your insurance carrier may file a subrogation claim with Ford Motor Company if they choose to do so.

We encourage you to address any vehicle or diagnostic concerns with your local Ford dealer of choice.

If you wish to make a claim for additional losses, please contact me in writing at the address above or the fax number below and include a copy of this letter.

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. In the event you decide to repair the vehicle and pursue action, you have a legal obligation to retain any component part that you claim is defective.

Thank you for the opportunity to review this matter.

Respectfully yours,

A handwritten signature in cursive script, appearing to read "Steve Bardell".

Steve Bardell
Legal Analyst · OGC Product Claims
fax 866-782-3280

Bardell, Steve (S.)

From: Hull, Michelle (M.K.)
Sent: Thursday, September 19, 2013 4:29 PM
To: Malaney, Linda (L.); Kokoszka, Delphine (M.)
Cc: Bardell, Steve (S.)
Subject: FW: CAS-3088915-V4R9Q1

Linda,

This claim was on hold for further clarification (contacts opened 9/2). We now have it. Could you open and assign to Steve

Dee,

Could you print out the contact for Linda.

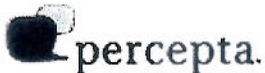
Thanks all.

Hold - need clarification
BUTLER [REDACTED] CAS-3088915-V4R9Q1 3FAHP0HA5AR [REDACTED] CONSTANCE
[REDACTED] CAPITOL HEIGHTS MD [REDACTED] 2010 FUSION

From: [REDACTED]
Sent: Tuesday, September 10, 2013 11:32 AM
To: Rauscher, Amber (A.)
Cc: Hull, Michelle (M.K.)
Subject: RE: CAS-3088915-V4R9Q1

The customer was traveling down the road when the veh shut off and stalled causing the veh behind her to rear end her. Caused damage to tail light. Customer alleging ford defect causing accident.

[REDACTED]
office: [REDACTED]



From: Rauscher, Amber (A.) [mailto:arausche@ford.com]
Sent: Wednesday, September 04, 2013 10:52 AM
To: [REDACTED]
Cc: Hull, Michelle (M.K.)
Subject: FW: CAS-3088915-V4R9Q1

Becky, can you review this call and let Michelle know what actually happened? Rita LeJuene handled the case.

Thank you!

From: Hull, Michelle (M.K.)
Sent: Tuesday, September 03, 2013 9:47 AM
To: Rauscher, Amber (A.)
Subject: CAS-3088915-V4R9Q1

PE13-003

FORD

10/14/2013

APPENDIX D

2

NH



KIMMEL & SILVERMAN

P.C.

ROBERT M. SILVERMAN¹
CRAIG THOR KIMMEL²

¹ Member, PA Bar
² Member, NJ Bar
³ Member, DE Bar
⁴ Member, NY Bar
⁵ Member, MA Bar
⁶ Member, MD Bar
⁷ Member, OH Bar
⁸ Member, MI Bar
⁹ Member, NH Bar
¹⁰ Member, CT Bar
¹¹ Member, TN Bar
¹² Member, WY Bar
¹³ Member, DC Bar
¹⁴ Member, CA Bar
¹⁵ Member, WI Bar
¹⁶ Member, TX Bar
¹⁷ Member, WY Bar
¹⁸ Certified by the New Jersey Supreme Court as a Civil Trial Attorney

1-800-LEMON LAW
www.lemonlaw.com

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

JACQUELINE C. HERRITT¹⁹
ROBERT A. RAPKIN²⁰
ANGELA K. TROCCOLI²¹
FRED DAVIS²²
AMY L. BENNRORFF²³
CHRISTINA GILL ROSMAN²⁴
RICHARD A. SCHOLCR²⁵
TARA L. PATTERSON²⁶
W. CHRISTOPHER COMONDOVO²⁷
TIMOTHY J. ABEEL, JR.²⁸
JOSEPH L. GENTILCORE²⁹
ALFRED J. TUMOLO III³⁰

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, Danialson, CT 06239, P (860) 866-4380, F (860) 263-0919
NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

July 29, 2013

Ms. Cherie Leich
Ford Consumer Affairs
Fax- (313) 845-5555

Re: [REDACTED]
2012 Ford Fusion
VIN: 3FAHP0JA1CR [REDACTED]

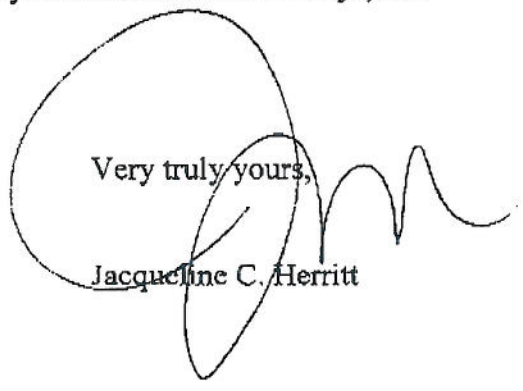
060 LIT 2013 JUL 30 PM 6:22

Dear Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2012 Ford Fusion. I am enclosing the contract, registration, and repair slips. As you can see, my client has returned to the dealership for problems with the vehicle running rough, hard to start, check engine light, fuel economy, ipod USB cable, and a vibration when starting the vehicle.

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,

Jacqueline C. Herritt

JCH/as
Attachments

State of New Hampshire REGISTRATION CERTIFICATE

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

PLATE [REDACTED] TYPE PASS CD 3 VSN 0308511 GVV 4259

MAKE FORD MODEL FUSION BODY STL4DSED CLR BLU

YEAR 2012 F G AXLES 2 LP NEW 25300 VIN 3FAHP0JA1CR [REDACTED]

PP# [REDACTED] PP TYPE [REDACTED] SP# [REDACTED] SP TYPE [REDACTED]

DOB/ID LAST NAME SUFFIX FIRST NAME M
 CBESTLLC01 CAB EAST LLC
 08/28/1984 KUCMAN MARTA M

OWNERS



N.H.S.D. - M.V.
 OFFICIAL DIRECTOR
 VALIDATION # 1857

RENEWAL REGISTRATION

14MAR2013 5016.0001 0716 9401 1 \$43.20

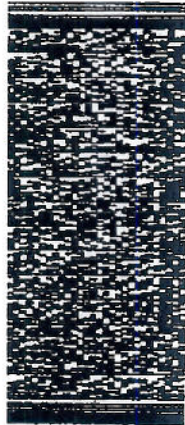
0716A0121242

EXP 02/28/2014

RETAIN FOR TAX PURPOSES	
STATE FEES	
REGISTRATION	\$43.20
TITLE	\$0.00
TOTAL	\$43.20
MUNICIPAL FEES	
MOS/MILLS 10 15	\$316.00
MOS/MILLS 2 12	\$51.00
AGENT	\$3.00
CLERK	\$1.00
TRANSPORTATION	\$5.00
WASTE	\$3.00
TOTAL	\$379.00
MUNICIPAL COMMENT:	
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.	

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.



LEGAL ADDRESS
 30 INTERSTATE N PKY NW
 ATLANTA GA 30339

CONCORD NH

CHANGE ADDRESS IN SPACE ABOVE
 THIS APPLICATION IS SIGNED AND ANY ADDRESS
 INFORMATION IS OFFERED UNDER PENALTY OF MISREPRESENTATION PURSUANT TO RSA 441:3

DEAL: 6020533
STR:

MOTOR VEHICLE LEASE AGREEMENT NEW HAMPSHIRE

DATE 12/31/2011

1-800-727-7000



FordCredit

www.fordcredit.com

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)

CONCORD NH MERRIMACK

LESSOR (Name and Address)

GRAPPONE FORD/MAZDA
506 STATE ROUTE 3A
BOW, NH

03304

"Finance Company" is FORD MOTOR CREDIT COMPANY. The "Holder" is CAB 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
<u>NEW</u>		<u>2012 FORD FUSION</u>	<u>3FAHPOJA1CR</u>	<u>PERSONAL</u>
TRADE-IN <u>N/A</u>	<u>N/A</u>	<u>N/A</u>	Gross Allowance \$ <u>N/A</u>	Amount Owing \$ <u>N/A</u>

1. Amount Due At Lease Signing or Delivery (Itemized Below) *	2. 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)
\$ <u>1298.87</u>	(a) Monthly Payments Your first monthly payment of \$ <u>298.87</u> is due on <u>12/31/2011</u> , followed by <u>35</u> payments of \$ <u>298.87</u> due on the <u>31ST</u> day of each month. The total of Your monthly payments is \$ <u>10759.32</u> . (b) Advance Payment Your Payment of \$ <u>N/A</u> is due on <u>N/A</u> . The total of Your payment is \$ <u>N/A</u> .	Disposition fee (if You do not purchase the Vehicle) \$ <u>N/A</u> <u>N/A</u>	\$ <u>11759.32</u>

* Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:	6. How the Amount Due At Lease Signing or Delivery will be paid:
a. Capitalized cost reduction \$ <u>1000.00</u>	a. Net trade-in allowance \$ <u>N/A</u>
b. First monthly payment <u>298.87</u>	b. Rebates and noncash credits <u>1000.00</u>
c. Advance payment <u>N/A</u>	c. Amount to be paid in cash <u>298.87</u>
d. Refundable security deposit <u>N/A</u>	<u>N/A</u>
e. Title fees <u>N/A</u>	
f. Registration fees <u>N/A</u>	
g. Acquisition fee <u>N/A</u>	
<u>N/A</u>	
<u>FRONT TAXES</u>	
<u>N/A</u>	
<u>N/A</u>	
<u>N/A</u>	
<u>N/A</u>	
<u>N/A</u>	
Total \$ <u>1298.87</u>	Total \$ <u>1298.87</u>

7. Your payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>24999.00</u>) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance). (Itemized on back - Item 33) **	\$ <u>25594.00</u>
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	- <u>1000.00</u>
c. Adjusted capitalized cost. The amount used in calculating Your base payment	= <u>24594.00</u>
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment	- <u>15168.60</u>
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.	= <u>9425.40</u>
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	+ <u>1334.28</u>
g. Total of base payments. The depreciation and any amortized amounts plus the rent charge	= <u>10759.68</u>
h. Lease payments. The number of payments in Your lease	

CUSTOMER #: 6032264971

Well

583678



INVOICE

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

PAGE 1

SERVICE ADVISOR: 1148 TIM JUTRAS

CONCORD, NH
HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLU	12	FORD FUSION	3FAHPOJA1CR	[REDACTED]	21875/21908	T3242	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
08AUG10 DD			18:12 24JUL13	SEE BELOW		CASH	24JUL13
R/C OPENED	READY	OPTIONS: DLR:08932 ENG:2.5 Liter					
17JUL13	24JUL13						

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
 A C/S THIS RUNS ROUGH INTERMITTEN , RPMs RACE , AND SEEMS TO BE LAGGING
 PLEASE CHECK AND ADVISE

CAUSE:
 1100 1100
 1201 WF4
 1. 3U2Z*14S411*MDB WIRE ASY (N/C)
 2. AYFS*32Y*R SPARK PLUG (N/C)
 FC: PART#: COUNT: (N/C)
 CLAIM TYPE:
 AUTH CODE:
 00435

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

B PERFORM MULTIPOINT INSPECTION
 99P PERFORM MULTIPOINT INSPECTION
 1201 IP (N/C)
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

** PO NO.: 5688344/5688345



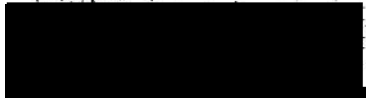
Reward Card Specials *
 3 Year/50,000 Mile Powertrain Warranty *
 3 Year/50,000 Mile Powertrain Guaranty On Tires *
 Ask Advisors For Details *
 * Open M-F 7:30am 9:00pm Sat 7:30am 6:00pm*

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.

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./ENVIRONMENTAL	0.00
TOTAL CHARGES	0.00
DED./DISC./COUPON	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00



Invoice #: 756961

Tag #: T2494

Customer #: 312696

Established 1924

grappone
AUTOMOTIVE GROUP

P.O. Box 1200, Concord, NH 03302-1200
www.grappone.com

At the Junction of I-89 and I-93
(800) JCT-8993


CONCORD, NH
HOME [redacted] BUS [redacted] CELL [redacted]
EMAIL [redacted] NET/HOME [redacted]

Service
Advisor: 5930 CHRISTOPHER G WIL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
UN/EVE	12	FORD FUSION	3FAHP0JA1C		10797	10803
DE DATE	PROD DATE	WARR EXP	PROMISED	PONO	RATE	PAYMENT
31DEC11		18:30	25SEP12		0.00	CA
INV DATE	NO OPENED	READY				
28SEP12	10:20	25SEP12	15:05	26SEP12		

Grappone Automotive
Proudly Supports

5 Rivers Conservation
Trust Easter Seals
Canterbury Shaker Village
Child and Family Services
And many other area non-profits.



LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S HARD STARTS IN THE AM. CHOKING SOME. MORE HARD STARTS NOW THAT IT'S GETTING COLD. REVVING THIS AM, AND THEN SOUNDED LIKE IT WOULD STALL. CK AND ADVISE

CAUSE: SENSOR

000 GENERAL MAINTENANCE

7486 W 0.60

1 8S4Z*6G004*A SENSOR ASY (N/C)

1 WPT*985* WIRE ASY (N/C)

FC: B29 30

PART#: 8S4Z*6G004*A

COUNT:

CLAIM TYPE:

AUTH CODE: 00249

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

10700 C/S HARD STARTS IN THE AM. ROUGH IDLE AND STALLING VERIFIED

CUSTOMER CONCERN. FOUND TSB FOR COOLANT HEAD TEMPERATURE SENSOR

CONNECTOR DAMAGE. FOUND CONNECTOR CORRODED AND SOAKING WET. REPLACED

SENSOR, INSTALLED NEW PIGTAIL AND CLEANED ALL COILS. REINSTALLED COILS

AND TEST DROVE VEHICLE TO VERLEY REPAIR

B CK ENG LIGHT DIAGNOSTICS

CELDIAG CK ENG LIGHT DIAGNOSTICS

7486 CM 0.00

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

10700 CHECK ENGINE LIGHT DIAGNOSTICS USED TSB TO RETRIEVE DTCS. B: 0.00

STORED FOR COOLANT HEAD TEMPERATURE OVER TSB. FOUND TSB. SEE LINE A

C 5688344 TARAS MULTI POINT INSPECTION

Q99P MULTI POINT INSPECTION

7486 CM 0.10

GBK BRAKE CONDITION IS GOOD 0.00 0.00

7486 CM 0.00

GTIRE TIRES CHECKED AND OKAY 0.00 0.00



MAZDA



Customer Copy

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LABOR AMOUNT	
PARTS AMOUNT	
RECONDITIONING	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ADJUSTMENTS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) CUSTOMER SIGNATURE

Schedule appointments online at www.grappone.com

Invoice #: 760134

Tag #: T2431

Customer #: 312696

Service Advisor: 5930 CHRISTOPHER G WIL

Established 1924
grappone
AUTOMOTIVE GROUP

P.O. Box 1200 Concord, NH 03302-1200
www.grappone.com


At the Junction of I-89 and I-93
(800) JCT-8983

CONCORD, NH
HOME [REDACTED] BUS [REDACTED] CELL [REDACTED]
EMAIL: EMAIL [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT			
UN/Blue	12	FORD FUSION	3FAHP0JA1CE		12964	12971			
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE	NO OPENED	READY
31DEC11			18:30 14NOV12		0.00	CA	15NOV12	09:17 13NOV12	16:11 15NOV12

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- Child and Family Services
- And many other area non-profits.



LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES FUEL ECONOMY HAS DROPPED, THERE IS NOISE WHILE DRIVING AND FEELS LIKE IT WILL STALL. VEHICLE WAS SHAKING WHEN STARTED AND CHECK ENGINE LIGHT CAME ON.

CAUSE: E OTHER VERIFIED CONCERN. REPAIRED ON LINE E

7486 CM 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
0.00 0.00

12970 C/S FUEL ECONOMY HAS DROPPED, NOISE WHILE DRIVING, VEHICLE SHAKES AND CHECK ENGINE LIGHT IS ON USED IDS TO RETRIEVE CODES, FOUND CODES P0116 (ECT CIRCUIT RANGE/PERFORMANCE) AND P1285 (CYL HEAD OVER TEMPERATURE). FOUND TSB 11-10-5 FOR THIS CONCERN. TSB HAD PREVIOUSLY BEEN PERFORMED BUT SENSOR IS LEAKING AGAIN. REPLACED SENSOR, CLEANED SPARK PLUG RECESSES, AND REINSTALLED COILS AFTER CLEANING THEM OFF.

B RENTAL CAR PROVIDED TO CUSTOMER RENTAL RENTAL CAR PROVIDED TO CUSTOMER

7486 CM 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
0.00 0.00

C 6273927 PERFORM MULTI POINT INSPECTION Q99P MULTI POINT INSPECTION

7486 CM 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
0.00 0.00

12970 NO MPI NO MPI

D C/S PORT FOR IPOD AND PHONE TO CHG IS INOP. COULD NOT ADVISE CNV COULD NOT VERIFY CONCERN

7486 CM 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00
0.00 0.00

12970 C/S PORT FOR IPOD AND PHONE TO CHARGE IS INOP. COULD NOT VERIFY CUSTOMER CONCERN, USED MY OWN USB CABLE AND CONNECTED AND CHARGED PHONE FINE. ADVISE CUSTOMER IT MAY BE THEIR CHARGER CORD

E** REPLACE COOLANT TEMP SENSOR

Thank You!

Customer Copy

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LABOR AMOUNT	
PARTS AMOUNT	
RECONDITIONING	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ADJUSTMENTS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) CUSTOMER SIGNATURE

Schedule appointments online at www.grappone.com

Invoice #: 760134

Tag #: T2431

Customer #: 312696

Service Advisor: 5930 CHRISTOPHER G WIL

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grappone
AUTOMOTIVE GROUP

P.O. Box 1200 · Concord, NH 03302-1200
www.grappone.com

At the Junction of I-99 and I-93
(800) JCT-8993

CONCORD, NH

HOME

BUS:

CELL

EMAIL: EMAIL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT					
UN/Blue	12	FORD FUSION	3FAHP0JA1CR		12964	12971					
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY		
31DEC11		18:30	14NOV12		0.00	CA	15NOV12	09:17	13NOV12	16:11	15NOV12

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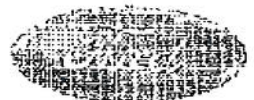
Thank You!

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL			
CAUSE: SENSOR										
MT extra time needed to repalce sensor										
				7486	W	0.80				
				1	894Z*6G004*A	SENSOR ASY	(N/C)			
					FC: PART#: COUNT:		(N/C)			
CLAIM TYPE:										
AUTH CODE:										
00249										
PARTS:				0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE E:	0.00
..... 12970 REPLACE FAULTY COOLANT TEMP SENSOR REPLACED SERVICE PART										
..... FAILURE CYLINDER HEAD TEMPERATURE SENSOR										



Grappone Automotive Group appreciated the opportunity to service your Ford/Mazda vehicle. As a valued customer, your opinions about your vehicle and dealership experience are extremely important. Please complete the manufacturer survey and be entered into our monthly drawing. See Advisor for details.

FLORIDA



Customer Copy

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

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CUSTOMER SIGNATURE

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
RECONDITIONING	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
ADJUSTMENTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Schedule appointments online at www.grappone.com

CONCORD, NH
 HOME: 978-2
 BUS
 EMAIL:


Invoice #: **769643**
 Tag #: **T0860**
 Customer #: **312696**
 Service
 Advisor: **5930 CHRISTOPHER G WIL**

Established 1924
grappone
 AUTOMOTIVE GROUP
 P.O. Box 1200 Concord, NH 03302-1200
 www.grappone.com
 At the Junction of I-88 and I-93
 (800) JCT-8993

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
UN/Blue	12	FORD FUSION	3FAHP0JA1C		19148	19149
DEL DATE	PROB DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT
31DEC11			WAIT 15APR13		0.00	CA
INV DATE	R.O. OPENED	READY				
17APR13	17:32 15APR13	11:38 17APR13				

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- And many other area non-profits.



LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A MULTI POINT INSPECTION
 Q99P MULTI POINT INSPECTION
 7487 CM 0.10 0.00 0.00
 GBK BRAKE CONDITION IS GOOD
 7487 CM 0.00 0.00 0.00
 GBATT BATTERY CHECKS OKAY AT THIS TIME
 7487 CM 0.00 0.00 0.00
 GTIRE TIRES CHECKED AND OKAY
 7487 CM 0.00 0.00 0.00
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
 109 COMPLETED MULTI POINT INSPECTION

B C/S THAT THERE IS AN INTERMITTENT VIBRATION ON STARTUP PLEASE C/A
 CAUSE: IAT/MAF
 000 VERIFIED CONCERN REPLACED IAT/MAF VERIFIED REPAIRS
 7487 WH0100011 HONDA TOYOTA (N/C)
 1 3L3Z*12B579*BA SENSOR ASY
 FC: PART#: COUNT:
 CLAIM TYPE:
 AUTH CODE: 00047 HONDA

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
 109 VERIFIED CONCERN. LONG CRANK AND HARD STARTING CAUSING
 VIBRATION. RETRIEVED P0111 IN MEMORY. CONTACTED HOT LINE AND WAS
 ADVISED TO COMPARE IAT AND CHT PIDS AFTER COLD SOAK. CHT PID READ 57
 DEGREES AND IAT READ 10 DEGREES. FAULTY IAT CAUSING CONCERN. R+R
 IAT/MAF SENSOR AND CLEARED CODES. VERIFIED REPAIR

C RENTAL CAR PROVIDED TO CUSTOMER
 RENTAL INTERNAL RENTAL
 7999 CM 0.00 0.00 0.00
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

Thank You!

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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LABOR AMOUNT	
PARTS AMOUNT	
RECONDITIONING	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ADJUSTMENTS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) CUSTOMER SIGNATURE

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Canopy

Invoice #: 769643

Tag #: T0860

Customer #: 312696

Service Advisor: 5930 CHRISTOPHER G WIL

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AUTOMOTIVE GROUP

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www.grappone.com

At the Junction of I-89 and I-93
(800) JCT-8983

CONCORD, NH

HOME: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

EMAIL: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT			
UN/Blue	12	FORD FUSION	3FAHPOJA1CR [REDACTED]		19148	19149			
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE	R.O. OPENED	READY
31DEC11			WAIT 15APR13		0.00	CA	17APR13	17:32 15APR13	11:38 17APR13

OPTIONS: STY:FSR0401 TRH:AT

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Thank You!

LINE OPCODE TECH TYPE HOURS

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HYUNDAI

MAZDA



HONDA



TOYOTA



Customer Copy

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE)

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CUSTOMER SIGNATURE

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
RECONDITIONING	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
ADJUSTMENTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

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DUPLICATE 1

Invoice #: 769643

Established 1924

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AUTOMOTIVE GROUP

Tag #: T0860

Customer #: 312696

P.O. Box 1200 Concord, NH 03302-1200
www.grappone.com
At the Junction of I-88 and I-93
18001 JCT-8893

CONCORD, NH

HOME: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

EMAIL: [REDACTED]

HOME

Service

Advisor: 5930 CHRISTOPHER G WIL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT			
UN/Blue	12	FORD FUSION	3FAHPOJA1CR		19148	19355			
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE	R.O. OPENED	READY
31DEC11			WAIT 17MAY13		0.00	CA	17MAY13	17:32 15APR13	17:23 17MAY13

OPTIONS: STRIPSROBQ1 TRN1AT

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Thank You!

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A			MULTI POINT INSPECTION				
99P			PERFORM MULTI POINT INSPECTION			0.00	0.00
		7487	C	0.10			
GBK			BRAKE CONDITION IS GOOD			0.00	0.00
		7487	CM	0.00			
GBATT			BATTERY CHECKS OKAY AT THIS TIME			0.00	0.00
		7487	CM	0.00			
GTIRE			TIRES CHECKED AND OKAY			0.00	0.00
		7487	CM	0.00			
			SUBL GAS FROM IRVING			0.00	0.00
			ISP				
PARTS:			0.00	LABOR:	0.00		
109			COMPLETED MULTI POINT INSPECTION			0.00	0.00

B C/S THAT THERE IS AN INTERMITTENT VIBRATION ON STARTUP PLEASE C/A							
CAUSE: IAT/MAF							
6051A			GASKET - CYLINDER HEAD - IN VEHICLE				
			REPLACE (6051) - L				
		7487	W	8.30			
1			3L3Z*12B579*BA SENSOR ASY				
1			8S4Z*6G004*A SENSOR ASY				
10			1S7Z*6065*CA BOLT - HEX HEAD				
1			8E5Z*6051*C GASKET - CYLINDER HEAD				
1			9U7Z*6049*A CYLINDER HEAD ASY				
CORE CHARGE W							
1			9E5Z*9448*A GASKET				
8			*W704474*S437 STUD				
8			*W708176*S437 NUT				
1			1S7Z*6584*BA GASKET				
1			55400 PRELUBE				
1			*W712711*S439 BOLT				
1			*W715028*S439 BOLT				
1			6M8Z*6M280*AA SOLENOID - ENGINE VARIABLE TIM				
1			*W703649*S300 PIN				

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LABOR AMOUNT	
PARTS AMOUNT	
RECONDITIONING	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ADJUSTMENTS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

(SIGNED) _____ DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) _____ CUSTOMER SIGNATURE _____

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DUPLICATE 1

Invoice #: 769643

Established 1924

grappone
AUTOMOTIVE GROUP

Tag #: T0860

Customer #: 312696

P.O. Box 1200 · Concord, NH 03302-1200

www.grappone.com

At the Junction of I-89 and I-93
(800) JCT-8993

CONCORD, NH

HOME: [REDACTED] BUS: [REDACTED]

EMAIL: [REDACTED] HOME: [REDACTED]

CELL: [REDACTED]

Service Advisor: 5930 CHRISTOPHER G WIL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT			
UN/Blue	12	FORD FUSION	3FAHPOJA1CF [REDACTED]		19148	19365			
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
31DEC11			WAIT 17MAY13		0.00	CA	17MAY13	17:32 15APR13	17:23 17MAY13

OPTIONS: STK:FSR0001 TRN:AT

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LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
1	TA*31*		SEALANT - SILICONE				(N/C)
1	VC*3*B		ANTI-FREEZE				(N/C)
6051A8			CYLINDER HEAD ASSEMBLY - REPLACE (6049) -				
	L						
		7487	W	1.60			(N/C)
6051A10			CYLINDER HEAD GASKET - LEAKAGE (EXTERNAL				
			LEAKS) - TEST - L				
		7487	W	0.20			(N/C)
FC: PART#: COUNT:							
CLAIM TYPE:							
AUTH CODE:							
00047							
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00							
<p>109 VERIFIED CONCERN LONG CRANK AND HARD STARTING CAUSING VIBRATION. RETRIEVED P0141 IN MEMORY CONTACTED HOT LINE AND WAS ADVISED TO COMPARE IAT AND CHT PIDS AFTER COLD SOAK. CHT PID READ 57 DEGREES AND IAT READ 10 DEGREES FAULTY IAT CAUSING CONCERN. R+R IAT/MAF SENSOR AND CLEARED CODES. VERIFIED REPAIR. CUSTOMER RETURNED. FOUND INTERMITTENT MISSFIRE. FOUND COOLANT LEAKING FROM CHT. REMOVED AND INTALLED NEW ONE WITH THREAD SEALER. CLEANED OUT COOLANT AND VERIFIED REPAIR. QC CHECK REVEAL AFTER EXTENDED TRIP THERE IS STILL COOLANT LEAKING. AFTER PRESSURE TEST, FOUND POROUSE CASTING IN CYLINDER HEAD ALLOWING COOLANT TO LEAK. R&R CYLINDER HEAD. VERIFIED COOLANT WAS NOT LEAKING BUT ENGINE WOULD NOT RUN RIGHT. DOUBLE CHECKED TIMING WAS OK. CHECKED VCT TIMING PID AND THE PIDS WERE OFF. REPLACED VCT SOLENOID PER FORD HOTLINE. VERIFIED REPAIR. TOOK ON LONG ROADTEST AND SENT TO QC. ALL OK AT THIS TIME. NO SIGNS OF COOLANT LEAKS, OR DRIVABILITY PROBLEMS.</p>							

C RENTAL CAR PROVIDED TO CUSTOMER							
RENTAL INTERNAL RENTAL							
7999 CM 0.00							
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00							

Thank You!

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.

LABOR AMOUNT	
PARTS AMOUNT	
RECONDITIONING	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ADJUSTMENTS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

(SIGNED) _____ DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) _____ CUSTOMER SIGNATURE _____

Schedule appointments online at www.grappone.com

DUPLICATE 1

Invoice #: 769643

Established 1924

grappone
AUTOMOTIVE GROUP

P.O. Box 1200 - Concord, NH 03302-1200
www.grappone.com

At the Junction of I-89 and I-93
(603) JCT-8993

CONCORD, NH

HOME: [REDACTED] BUS: [REDACTED]

CELL: [REDACTED]

EMAIL: [REDACTED]

Customer #: 312696

Service Advisor: 5930 CHRISTOPHER G WIL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT			
UN/Blue	12	FORD FUSION	3FAHPOJA1CR		19148	19355			
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE	R.O OPENED	READY
31DEC11			WAIT 17MAY13		0.00	CA	17MAY13	17:32 15APR13	17:23 17MAY13

OPTIONS: STK:FSR0001 TRN:AT

Grappone Automotive
Proudly Supports

- 5 Rivers Conservation Trust
- Easter Seals
- Canterbury Shaker Village
- Child and Family Services
- And many other area non-profits.



Thank You!

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
D**	000	000		7250			(N/C) 0.00
VEHICLE LACKS POWER ON ACCELERATION							
RESET CRANK PULLEY AND VERIFIED REPAIRS							
PARTS:	0.00			7250			
LABOR:	0.00			ISP 3.00			
OTHER:	0.00						
TOTAL LINE D:							0.00

19149 VERIFIED CONCERN EEC TEST- CAM ADVANCE ERROR CODES. BASED ON HOW ENGINE IS RUNNING SUSPECTED TIMING RELATED CONCERN. INSTALLED ALL TIMING TOOLS ON CRANK AND CAM SHAFTS FOUND IN TIME. INSPECTED CRANK SHAFT PULLEY TIMING TO FRONT COVER AND CRANK SENSOR-FOUND OUT OF TIME. RESET CRANK PULLEY AND CRANK SENSOR TO TIME. CLEARED CODES AND RETEST/ ROAD TEST-PASS.



HYUNDAI

Grappone Automotive Group appreciated the opportunity to service your Ford/Mazda vehicle. As a valued customer, your opinions about your vehicle and dealership experience are extremely important. Please complete the manufacturer survey and be entered into our monthly drawing. See Advisor for details.

FORD/MAZDA



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

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
RECONDITIONING	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
ADJUSTMENTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Schedule appointments online at www.grappone.com

PE13-003

FORD

10/14/2013

APPENDIX E

October 14, 2013

PE13-003 Update: Accidents Injuries Summary

Appendix E

MY	MODEL	VIN	Report Date	Mileage	Cat	Source	Inquiry	Alleged Accident	Alleged Fire	Alleged Injury	Alleged Fatality
2010	Escape	1FMCU0DG6AK [REDACTED]	11/20/12	57,438	A3	OGC	PE13-003	Y	N	0	0
2010	Escape	1FMCU0DG5AK [REDACTED]	12/19/12	55,000	A3	FMC360	PE13-003	Y			
2011	Escape	1FMCU0DG7BK [REDACTED]	8/27/12	37,538	D1	OGC	PE13-003	Y	N	1	0
2010	Fusion	3FAHP0HA8AR [REDACTED]	4/18/13		A1	OGC	PE13-003	Y	N	0	0
2012	Fusion	3FAHP0HA2AR [REDACTED]	7/8/13		A1	OGC	PE13-003	Y	N	1	0
2011	Fusion	3FAHP0HG7BR [REDACTED]	6/14/12	37,153	A3	OGC	PE13-003	Y	N	0	0
2012	Fusion	3FAHP0HG6AR [REDACTED]	11/24/12	79,000	A4	OGC	PE13-003	Y	N	0	0
2010	Fusion	3FAHP0HA5AR [REDACTED]	8/30/13	83,000	D1	FMC360	PE13-003	Y			
2013	Fusion	3FA6P0K93DR [REDACTED]	5/17/13	2,417	D1	OGC	PE13-003	Y	N	0	0
2013	Fusion	3FA6P0HR4DR [REDACTED]	7/29/13	1,700	D3	FMC360	PE13-003	Y			

PE13-003

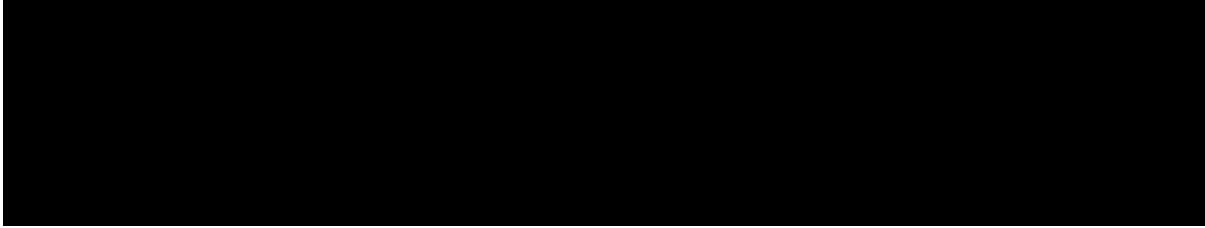
FORD

10/14/2013

APPENDIX F

Fusion Lawsuit and

Claims Files





Automobile Club Inter-Insurance Exchange
Auto Club Family Insurance Company

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

sub

RECEIVED
4-19-13

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

Margie
D079269

April 15, 2013

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

APR 19 2013

OFFICE OF THE,
GENERAL COUNSEL

13 APR 17 PM 2:40

CONSUMER AFFAIRS
SECTION

RE: Our Claim No: [REDACTED]
Our Insured: [REDACTED]
Date of Loss: 06/14/2012
Your Claim No: [REDACTED]
Your Insured: [REDACTED]
Your Driver: [REDACTED]

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

PAYMENTS

Collision or Comprehensive	\$ 2,036.83
Rental Reimbursement	\$ 150.00
Insured Deductible	\$ 250.00
Less Salvage Recovery	\$
Medical Pay	\$
Uninsured Motorist	\$
Underinsured Motorist	\$
Property damage	\$ 1,976.29
P.I.P.	\$
Lost Wages	\$
TOTAL SUBROGATION	\$ 4,413.12

COMMENTS: Throttle malfunction

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

Sincerely,

Elena Cortez, TX Subro
Subrogation Department

DR042505

888-896-9962, ext. 2212360

Attachment

Payment Details

Claim Number	Unit	Name (Role)	Reserve	PaymentType	Outstd Res	Payme
[REDACTED]	2011 FORD FUSION SE	[REDACTED]	COLL LOSS-C	Loss	\$0.00	\$2.03

[REDACTED]

ITEM	VALUE
Check Status	CLEARED
In Payment Of	Collision loss less deductible of \$250.00 for 2011 Ford Fusion
Mode of Payment	System Check

Pay to the Order of	[REDACTED]	No. STD 368768
		\$ 2,036.83
Address	[REDACTED]	
	SAINT LOUIS MO	
	USA	
		Signature <i>John Hancock</i>

[Buttons: Done]

Payment Details

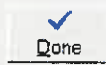
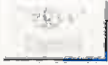
Claim Number	Unit	Name (Role)	Reserve	PaymentType	Outstd Res.	Payme
	2011 FORD FUSION SE		RR LOSS-RR	Loss	\$0.00	\$15



ITEM	VALUE
Check Status	CLEARED
In Payment Of	(EDI) ERAC
Mode of Payment	EFT



Pay to the Order of	Enterprise Rent-A-Car	No. EFT 2036141
		\$150.00
Address	ENTERPRISE RENT-A-CAR P.O. BOX 840086 KANSAS CITY MO 64184 USA	
		Signature <i>John Hancock</i>

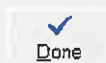


Payment Details

Claim Number	Unit	Name (Role)	Reserve	PaymentType	Outstd Res.	Payme
	First Wok Buffet 8534 W	First Wok.	PD LOSS-PD	Loss	\$0.00	\$1.47

ITEM	VALUE
Check Status	CLEARED
In Payment Of	Property Damage Claim - Voluntary Payment for sign damage
Mode of Payment	System Check

Pay to the	First Wok	No. STD 375715
Order of		\$ 1,474.49
Address	FIRST WOK 8534 WATSON ROAD ST. LOUIS MO 63119 USA	
		Signature <i>John Hancock</i>



Payment Details

Claim Number	Unit	Name (Role)	Reserve	PaymentType	Outstd Res.	Payme
	First Wok Buffet 8534 W	First Wok	PD X-EXPEN:	Appraisal	\$0.00	\$50

Navigation arrows: < | >

ITEM	VALUE
Check Status	CLEARED
In Payment Of	file #STL2012001354
Made of Payment	System Check

Navigation arrows: < | >

Pay to the Order of	Nixon & Company, Inc.	No. STD 379430
		\$ 501.80
Address	NIXON & COMPANY, INC P.O. BOX 220999 ST. LOUIS MO 63122-0999 USA	
		Signature: <i>John Hancock</i>

20 JUN 2012

Original Customer Requests

The following is what you requested we perform or investigate regarding your vehicle:

- ✓ A. CK VEHICLE LOST THROTTLE RESPONSE WAS TOWED IN
- ✓ B. MULTIPOINT
- ✓ C. CK ENGINE LIGHT CAME ON

7/18/12



Recommended Services

Our technicians recommend the following services for your vehicle.

Original Customer Requests	Status	Cost	Declined	Approved
A. CK VEHICLE LOST THROTTLE RESPONSE WAS TOWED IN		\$0.00		X
B. MULTIPOINT		\$0.00		X
C. CK ENGINE LIGHT CAME ON		\$100.00		X
Totals, Taxes and Fees		Cost	Declined	Approved
Estimate Subtotal		\$100.00	\$0.00	\$100.00
Shop Supplies				\$6.00
Tire Disposal				\$0.00
Tax				\$7.00
Estimate Total				\$113.00



Package Results

Dave Sinclair Ford - World Class Inspection

Passed Task	Observation	Recommendation
Fill windshield washer fluid	Found washer fluid level low: Filled to proper level	
Measure left front tire tread depth	6/32": Inspect tire next service	
Measure right front tire tread depth	6/32": Inspect tire next service	
Measure right rear tire tread depth	6/32": Inspect tire next service	
Measure left rear tire tread depth	6/32": Inspect tire next service	
Inspect overall tire wear and condition	All tires require inspection next service	
Check and adjust front tire pressure	Set tire pressures to 35 psi - Check tire pressures monthly	

134740

Dave Sinclair Ford

7466 S. Lindberg Blvd. St. Louis, MO • (314) 892-2600 • www.davesinclair.com

3

20/21 JUN 2012

ORDER #: 279232

134740



INVOICE

DUPLICATE 1
PAGE 1

7466 S. LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63125-4898
PHONE: (314) 892-2600

SERVICE ADVISOR: 250 TIMOTHY D DEIMEKE
www.davesinclair.com

CRESTWOOD, MO
HOME
BUS:

CONT:
CELL:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
RED	11	FORD FUSION	3FAHP0HG7BR		37153/37153	T8521	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
06MAR12 DD			22:00 22JUN12			CASH	21JUN12
R/O OPENED	READY	OPTIONS: STK:P12900900 ENG:3.0 Liter					

18:01 20JUN12 16:57 21JUN12

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CK VEHICLE LOST THROTTLE RESPONSE WAS TOWED IN CAUSE:

9926A THROTTLE BODY - AIR INTAKE - REPLACE (9E926) - L
 125 WESP (N/C)
 1-DS7Z*9E926*A THROTTLE BODY AND MOTOR ASY (N/C)
 12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L (N/C)
 125 WESP (N/C)
 12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST L (N/C)
 125 WESP (N/C)
 12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L (N/C)
 EXTRA TIME TO REPEAT FINAL QUICK TEST
 125 WESP (N/C)
 FC: E29 PART# COUNT CLAIM TYPE AUTH CODE 00200

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

37153 9E926 42 eec test p02112 p02111 pinpoint dv3yes dv4 yes dv5 yes 4.8 dv12yes 11 kohms dv13yes .5 dv 14 no voltage dv15 yes 3 ohms dv16 yes 12kohms yes 11 kohms dv23 yes replace tbody retest ok

B MULTIPPOINT 99P MULTIPPOINT 125 WESP (N/C)

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

37153 multipoint

C CK ENGINE LIGHT CAME ON 15 GAS DRIVEABILITY 125 CP 0.00 0.00

Service & Parts Hours
7 am to 10 pm
Monday thru Thursday
7 am to 6 pm
Friday

Body Shop Hours
8 am to 5 pm
Monday thru Friday

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

Thank you for your business!!!

CUSTOMER COPY

CUSTOMER #: 279232

134740



INVOICE

DUPLICATE 1
PAGE 2

7466 S. LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63125-4898
PHONE: (314) 892-2600

7
18
/

CRESTWOOD, MO

HOME

CONT:

BUS:

CELL:

SERVICE ADVISOR: 250 TIMOTHY D DEIMEKE
www.davesinclair.com

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	STAG	
RED	11	FORD FUSION	3FAHP0HG7BR		37153/37153	T8521	
DEL DATE	PROB DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	
06MAR12 DD			22:00 22JUN12			CASH	
R.O. OPENED	READY	OPTIONS: STK:P12900900 ENG:3.0 Liter				INV DATE	21JUN12

18:01 20JUN12 16:57 21JUN12

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
PARTS				0:00			0:00
LABOR				0:00			0:00
OTHER				0:00			0:00
TOTAL LINE C							0:00

37153 REPAIRED UNDER LINE A

MISC ESP DED

CDED

100.00 100.00

THANK YOU FOR YOUR BUSINESS TODAY. YOU MAY BE RECEIVING A SURVEY FROM FORD MOTOR CO. ABOUT YOUR SERVICE. SHOULD YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT YOUR VISIT PLEASE CONTACT OUR SERVICE MGR CHRIS ODE AT 314-892-2600 OR CHRIS.ODE@DAVESINCLAIR.NET. WE WANT YOU TO BE COMPLETELY SATISFIED. WE HOPE TO SEE YOU SOON.

PAID

JUN 22 2012

MJC

Service & Parts Hours

7 am to 10 pm
Monday thru Thursday
7 am to 6 pm
Friday

Body Shop Hours

8 am to 5 pm
Monday thru Friday

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	100.00
TOTAL CHARGES	100.00
LESS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	100.00

Thank you for your business!!!

SAT
16 JUN 12

68003



LINCOLN

INVOICE

7500 SO. LINDBERGH
ST. LOUIS, MISSOURI 63125
PHONE (314) 729-2700

DUPLICATE 1
PAGE 1

CRESTWOOD, MO.
HOME: [REDACTED] CONT: N/A
BUS: [REDACTED] CELL:

SERVICE ADVISOR: 8096 ALEXANDER SCHILLING
www.daveslincoln.com

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	11	FORD FUSION	3FAHP0HG7BF		36993/37007	T030	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN11 DD		01JAN2011	17:00 16JUN12			CASH	16JUN12
R.O. OPENED	READY	OPTIONS: ENG:3.0 Liter					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES ENGINE JERKING AND STALLING WHEN DRIVING ON INCLINE, ONCE CONCERN OCCURED BRAKES PEDAL WILL GO TO FLOOR ON APPLICATION, CUSTOMER STOPPED AND RESTARTED VEHICLE, CONCERN STILL PRESENT, ADVISE
15 GAS DRIVEABILITY
8068 WESP (N/C)
1 9U5Z*9C915*H VALVE ASY (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

36993 UNABLE TO DUPLICATE CUSTOMER CONCERN, PERFORM SELF TEST, DTC P2198, CHECK OASIS TSB 12.3.19 APPLIES, DIAGNOIS AND REPLACED VENT VALVE PER TSB, RECHECK, FOUND OK.

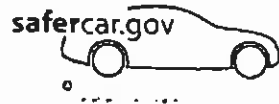
B Perform multi-point inspection
99P Perform multi-point inspection
8068IPDIC (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

MISC ESP DEDUCTABLE
CP 100.00 100.00

<p>Service Hours 7:00 am to 6:00 pm Monday thru Friday</p> <p>Parts Hours 7:00 am to 5:30 pm Monday thru Friday</p>	DESCRIPTION	TOTALS
	LABOR AMOUNT	0.00
	PARTS AMOUNT	0.00
	GAS, OIL, LUBE	0.00
	SUBLET AMOUNT	0.00
	MISC. CHARGES	100.00
	TOTAL CHARGES	100.00
	LESS	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	100.00

Thank you for your business!!!

CUSTOMER COPY



Thank you for your Vehicle Safety Complaint

Your Complaint Information has been successfully submitted.

Your Confirmation Number (ODI Number) is: 10463160.

Your Complaint will be available within 72 hours at <http://www-odi.nhtsa.dot.gov/complaint>.

An acknowledgement was sent to ramcassay@sbcglobal.net

7/18/12

1. Vehicle Information

Vehicle Identification Number (VIN):

3FAHP0HG7BR [REDACTED]

Make / Model / Year:

FORD FUSION 2011

2. Incident Information

Approximate Incident Date:

06/14/2012

Vehicle mileage at time of incident:

37,000

Vehicle speed at time of incident:

(mph)

Affected Parts:

Brakes, Speed Control, Fuel/Propulsion System

Fire:

No

Crash:

Yes

Injury or Fatality:

No

Tell us what happened:

6/14/12 Car was low on fuel, but not on empty and message indicated 32 miles to E. Driving up hill car lost power, did not die, moved very slowly. Able to get off street into parking lot of restaurant. Car seemed to regain power, so tried to pull back on street going down hill, but at edge of lot realized now brakes not responding, managed to avoid car coming and get back into parking lot as pulling into parking spot now slight surge of speed but still no brakes and hit restaurant's sign. Took car to dealer, could not duplicate problem and blamed it all on low fuel. On 6/20 this time with tank almost full, had same problem, car suddenly has no power, but does not die. I pulled over and turned it off and waited several minutes. When restarted went about 4 mile and happened again. Stop, turn off, restart and went a little further, but now check engine light on. Fortunately both times not going 50 miles on the highway and suddenly no power Had towed to dealer and this time, replaced the throttle body. Said it was an updated version. If they know there is a problem and have an updated version, why is there no recall? I think this could be very dangerous.

3. Personal Information

Name:

[REDACTED]

Email:

[REDACTED]

Daytime Phone:

[REDACTED]

Evening Phone:

Address1:

[REDACTED]

Address2:

City, State, Zip:

St Louis, MO

[REDACTED] West Building Washington DC [REDACTED] USA [REDACTED] TTY [REDACTED]

Rental] 08/07/2012 04:45:52 PM By: "Fred" Scheduler
Enterprise Rent-A-Car Electronic Invoice
Rental: Enterprise Rent-A-Car Invoice#: D697071-0115 Date: 08/07/2012
AMOUNT DUE: \$150.00
Vehicle: 2011 FORD FUSION SED
Renter: [REDACTED] Date Out: 07/30/2012 Date In: 08/03/2012

00005 DAYS @ 28.35 141.75
00005 DAYS DW @ 12.99 64.95
00005 DAYS PAI @ 3.00 15.00
00005 VLF REC 1.65 8.25

\$ 229.95 Total Charges
\$ 79.95 Less Amount Received
\$ 150.00 AMOUNT DUE

[Rental] 08/08/2012 08:01:51 AM By: Courtney Demyen-Jones

Date: 6/25/2012 08:57 AM
 Estimate ID: 10287
 Estimate Version: 0
 Committed
 Profile ID: ST. LOUIS

THIS IS ONLY AN ESTIMATE OF DAMAGE.
 THIS IS NOT A REPAIR AUTHORIZATION.

ACE APPRAISAL SERVICE

3111 HIGHWAY K, SULLIVAN, MO 63080
 (314) 393-7211
 Fax: (636) 629-1362
 Email: claims@aceappraisalservice.net

Damage Assessed By: STAN CAIN

Appraised For: COURTNEY DEMYEN-JONES

Condition Code: Good
 Date of Loss: 6/14/2012
 Deductible: 250.00
 File Number: 10287
 Claim Number: [REDACTED]

Type of Loss: Collision

Insured: [REDACTED]
 Telephone: Home Phone: [REDACTED]

Mitchell Service: 911175

Description: 2011 Ford Fusion SE
 Body Style: 4D Sed
 VIN: 3FAHP0HG7BR [REDACTED]
 Mileage: 37,180
 OEM/ALT: O
 Color: burgandy
 Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW

Drive Train: 3.0L Inj 6 Cyl 6A FWD
 License: [REDACTED]
 Search Code: None

REAR WINDOW DEFOGGER, MANUAL AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
 TELESCOPIC STEERING COLUMN, ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS
 AUXILIARY INPUT, SATELLITE RADIO, AUTOMATIC TRANSMISSION, FRONT AIR DAM
 TINTED GLASS, TRIP COMPUTER, VARIABLE ASSISTED STEERING, SIDE AIRBAGS
 ANTI-THEFT SYSTEM, AUTOMATIC HEADLIGHTS, SIDE HEAD CURTAIN AIRBAGS
 AM/FM STEREO CD/MP3 PLAYER, ELECTRONIC STABILITY CONTROL, FRONT BUCKET SEATS
 INTERIOR AIR FILTER, KEYLESS ENTRY SYSTEM, POWER DISC BRAKES
 POWER LIFTGATE/TRUNK, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/Part Number	Dollar Amount	Labor Units
1	AUTO	BDY	OVERHAUL	Frt Bumper Cover Assy			2.9 #
2	100914	BDY	REMOVE/REPLACE	Frt Bumper Cover	Remanufactured	384.00 *	INC #
3	AUTO	REF	REFINISH	Frt Bumper Cover			C 2.6
4	100923	BDY	REMOVE/REPLACE	L Frt Bumper Fog Lamp Bezel	AESZ 17E811 BA	19.42	INC #
5	100251	BDY	REMOVE/REPLACE	L Front Combination Lamp Assembly	** QUAL REPL PART	314.00 *	INC #
6	AUTO	BDY	CHECK/ADJUST	Headlamps			0.4
7	100269	BDY	REMOVE/REPLACE	L Front Side Marker Lamp Assembly	** QUAL REPL PART	15.00 *	INC #
8	102416	REF	BLEND	Hood Outside			C 1.1
9	102421	BDY	REMOVE/INSTALL	R Hood Washer Nozzle			0.2 #
10	102422	BDY	REMOVE/INSTALL	L Hood Washer Nozzle			0.2 #
11	102368	BDY	REMOVE/REPLACE	L Fender Panel	AESZ 16006 A	226.53	1.6 #
12	AUTO	REF	REFINISH	L Fender Outside			C 2.0
13	AUTO	REF	REFINISH	L Add To Edge Fender			C 0.5
14	101462	REF	BLEND	L Frt Door Outside			C 0.9
15	102243	BDY	REMOVE/INSTALL	L Frt Rear View Mirror			INC #
16	102245	BDY	REMOVE/INSTALL	L Frt Otr Bell Moulding			INC #
17	102247	BDY	REMOVE/INSTALL	L Frt Door Sash Moulding			1.1 #
18	101270	BDY	REMOVE/INSTALL	L Frt Otr Door Handle			0.3
19	AUTO	REF	ADD'L OPR	Clear Coat			2.0

ESTIMATE RECALL NUMBER: 06/25/2012 08:57:40 10287
 Mitchell Data Version: OEM: APR_12_V

Software Version: 7.0.441

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Page 1 of 3

Date: 6/25/2012 08:57 AM
 Estimate ID: 10287
 Estimate Version: 0
 Committed
 Profile ID: ST. LOUIS
 273.00 *
 2.28 *

20 AUTO ADD'L COST Paint/Materials
 21 AUTO ADD'L COST Hazardous Waste Disposal

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc

Remarks
 ESTIMATE IS COMPLETED AT THE CURRENT LOCAL RATE.

Estimate Totals

I. Labor Subtotals						II. Part Replacement Summary		
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals			Amount
Body	6.7	60.00	0.00	0.00	402.00	Taxable Parts		958.95
Refinish	9.1	60.00	0.00	0.00	546.00	Sales Tax	@ 8.491%	81.42
Non-Taxable Labor					948.00	Total Replacement Parts Amount		1,040.37
Labor Summary	15.8				948.00			
III. Additional Costs						IV. Adjustments		
Taxable Costs					Amount	Insurance Deductible		Amount
Sales Tax					273.00			250.00-
					23.18	Customer Responsibility		250.00-
Non-Taxable Costs					2.28			
Total Additional Costs					298.46			
Paint Material Method: Rates Init Rate = 30.00 , Init Max Hours = 99.9, Addl Rate = 0.00								
						I. Total Labor:		948.00
						II. Total Replacement Parts:		1,040.37
						III. Total Additional Costs:		298.46
						Gross Total:		2,286.83
						IV. Total Adjustments:		250.00-
						Net Total:		2,036.83

Point(s) of Impact
 I1 Left Front Corner (P)

Insurance Co: AAA of MO
 Address: 12901 North Forty Drive
 St Louis, MO 63141
 Telephone: (800) 222-7623
 Fax Phone: (314) 523-6999

Inspection Site: RESIDENCE
 ST. LOUIS, MO
 Inspection Date: 6/25/2012

ESTIMATE RECALL NUMBER: 06/25/2012 08:57:40 10287
 Mitchell Data Version: OEM: APR_12_V

Software Version: 7.0.441

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Date: 6/25/2012 08:57 AM
Estimate ID: 10287
Estimate Version: 0
Committed
Profile ID: ST. LOUIS

Body Shop: NONE CHOSEN

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURE OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE PARTS MANUFACTURE OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURE OF YOUR VEHICLE.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AN AUTOMOBILE PART(S) NOT MADE BY THE ORIGINAL EQUIPMENT MANUFACTURE. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN LIKE, KIND AND QUALITY IN TERMS OF FIT , QUALITY AND PERFORMANCE TO THE ORIGINAL MANUFACTURER PARTS THEY ARE REPLACING. ALL AFTERMARKET PARTS INSTALLED ON THE VEHICLE SHALL BE CLEARLY IDENTIFIED ON THE REPAIR ESTIMATE

ESTIMATE RECALL NUMBER: 06/25/2012 08:57:40 10287
Mitchell Data Version: OEM: APR_12_V

Software Version: 7.0.441

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Page 3 of 3

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report.tif

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Remark

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Doc Label

Remark



Nixon and Company, Inc.
 P O Box 220999
 St. Louis, MO 63122-0999
 Phone: (314) 821-4888
 Fax: (314) 821-7625
Tax ID #: 43-1074043

Auto Inter Ins Exchange
 P O Box 66502
 St Louis, MO 63166

INVOICE #: STL2012001354-1
INVOICE DATE: 7/12/2012
ATTENTION: Demyen, Courtney

CLAIM INFORMATION

INSURED: [REDACTED]
LOSS STATE: MO
INSURED POLICY #: [REDACTED]
OUR FILE #: STL2012001354
YOUR FILE #: PA0001161134
ADJUSTER: Amrein, Jennifer
LOSS DATE: 6/14/2012
LOSS UNIT: Commercial Property

BILLABLE ITEMS

ITEM	QTY	RATE	PRICE
Services	6.1	\$78.00	\$475.80
Mileage	40	\$0.55	\$22.00
Flate Rate Photo Charge	1	\$4.00	\$4.00
SUBTOTAL:			\$501.80
TAX & FEES:			\$0.00
PAY THIS AMOUNT:			\$501.80

Please remit all payments to:
Nixon and Company, Inc.
 P O Box 220999
 St. Louis, MO 63122-0999



Nixon and Company, Inc.
 P O Box 220999
 St. Louis, MO 63122-0999
 Phone: (314) 821-4888
 Fax: (314) 821-7625

Auto Inter Ins Exchange
 P O Box 66502
 St Louis, MO 63166

ATTENTION: Demyen, Courtney

Your File #: PA0001161134

Our File #: STL2012001354

TIME LOG

Date	Description	Hours
6/19/2012	Drive time to loss location	0.50
6/19/2012	Detailed inspection of property, determine scope of damage, measure and photograph	0.50
6/19/2012	Drive time returning to office	0.50
6/19/2012	Email to Courtney advising of inspection and reserve.	0.20
6/19/2012	Look up ownership in Dept of Revenue and Sec of State	0.40
6/19/2012	Verify owners of the First wok Buffet Partnership at Sec of State	0.20
6/19/2012	Talk to Jay - he does not have any estimates, and will try to see who put sign up. He asked if i could also get an estimate.	0.20
6/19/2012	Initial file set up, cross index and reference	0.50
6/20/2012	Request for sign estimate from Simon Sign.	0.30
7/2/2012	Receive estimate from Simon - does it include electric?	0.20
7/2/2012	Sign includes electric hookup to existing. Simon saw no damage to the electric itself, per Jon.	0.20
7/5/2012	Research aluminum prices for sign with color dye.	0.30
7/5/2012	Pepare estimate	0.50
7/9/2012	Talk to jay - he does not have copy of Simon Sign estimate.	0.20
7/9/2012	Faxed estimate to jay. Talked to him and he will check with owners.	0.20
7/10/2012	jay Hong says that owners will accept the amount of \$1474.49	0.20
7/11/2012	Prepared report	1.00
TOTAL		6.10

NON-HOURLY CHARGES & EXPENSE LOG

DATE	DESCRIPTION	Amount
6/19/2012	Mileage to loss location	\$11.00
6/19/2012	Mileage returning to office	\$11.00



Jennifer Amrein
 P O Box 220999
 St. Louis, MO 63122-0999
 Tele: (314) 821-4888
 jennifer@nixonandco.com

July 11, 2012

Courtney Demyen
 Auto Inter Ins Exchange
 P O Box 66502
 St Louis, MO 63166

Via e-mail to: cdemyen@aaamissouri.com

RE: REPORT NUMBER 1

Claimant: [REDACTED]
 Insured: [REDACTED]
 Location of Incident: [REDACTED] St. Louis, MO [REDACTED]
 Date of Incident: 06/14/2012
 Nature of Incident: Auto Liability
 Our File Number: STL2012001354
 Policy Number: [REDACTED]
 Claim Number: [REDACTED]

Dear Ms. Demyen:

We submit our first and final report pertaining to the captioned matter.

DRAFT REQUEST:

I recommend a draft be in payment of this claim payable to [REDACTED] in the amount of \$1474.49 and sent to the restaurant at [REDACTED] St. Louis, Missouri [REDACTED]

ENCLOSURES:

1. Adjuster estimate
2. Contractor estimate
3. Photographs
4. Department of Revenue information
5. Corporation information
6. Service invoice
7. Adjuster timesheet

ST. LOUIS
 P O Box 220999
 St. Louis, MO 63122
 Tele: 314-821-4888
 nixon@nixonandco.com

CAPE GIRARDEAU
 P O Box 397
 Cape Girardeau, MO 63072
 Tele: 573-334-9169
 nixoncape@nixonandco.com

CHICAGO
 P O Box 4147
 St. Charles, IL 60174
 Tele: 630-932-1522
 nixonchi@nixonandco.com

KANSAS CITY
 10551 Barkley St., Suite 117
 Overland Park, KS 66212
 Tele: 816-358-6111
 nixonkc@nixonandco.com

ASSIGNMENT:

This loss was assigned on June 19, 2012. Contact was made and the loss was inspected on the same day. I spoke to the [REDACTED] manager, Jay Hong.

COVERAGE:

Claim is being made under the liability coverage of your insured's policy.

DESCRIPTION OF INCIDENT:

The insured apparently left the roadway and struck the aluminum sign in front of the restaurant.

PHOTOGRAPHS:

The photographs enclosed will show damage to the base of the sign. There is no damage to the sign itself, and no apparent damage to the electric.

OWNERSHIP, MAINTENANCE & CONTROL OF PREMISES:

The property that was damaged is owned by first [REDACTED] Partnership.

CLAIMANT:

The claimant is the [REDACTED]. This business is owned by several different people, as shown in the corporation agreement filed with the state.

PROPERTY DAMAGE:

The damage described by the claimant and indicated in the photographs is to a five foot high barbed wire fence and appropriate posts. The claimant purchased materials and had temporary repairs made to keep the cattle inside.

EVALUATION:

I have prepared an estimate in the amount of \$1561.30 for the post replacement. Since this is a repair to the whole, no depreciation would apply. The sign looks relatively new. An estimate was also prepared by Simon Sign at my request. The amount of this estimate is \$1474.49.

REMARKS:

Claim No.: [REDACTED]

July 11, 2012

The manager, Jay Hong, advise me that the owners are in agreement with the repair estimate in the amount of \$1474.49. They will arrange to have the sign repaired as soon as they receive the check.

Since this concludes the assignment, I am submitting my service invoice at this time for your consideration.

Should you need any additional assistance, please feel free to contact me.

Very truly yours,

NIXON AND COMPANY, INC.

Jenny Amrein
Cell: 314-518-7049



Nixon and Company, Inc.

St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
(314) 821-4888 office
(314) 821-7625 fax

FIRST_WOK

FIRST_WOK

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
2. R&R Post - aluminum * material cost	9.00 SF	32.75	294.75	(0.00)	294.75
3. Fabrication*	1.00 EA	781.40	781.40	(0.00)	781.40
4. Delivery charge *	1.00 EA	125.00	125.00	(0.00)	125.00
5. Removal and disposal - per hour including equipment*	3.00 HR	74.84	224.52	(0.00)	224.52
6. Installer - per hour**	2.00 HR	63.88	127.76	(0.00)	127.76
Total: FIRST_WOK			1,553.43	0.00	1,553.43
Line Item Totals: FIRST_WOK			1,553.43	0.00	1,553.43



Nixon and Company, Inc.

St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
(314) 821-4888 office
(314) 821-7625 fax

Summary for Liability

Line Item Total				1,553.43
Material Sales Tax	@	\$.175% x	96.21	7.87
Replacement Cost Value				\$1,561.30
Net Claim				\$1,561.30

Jennifer Amrein



SIMON SIGN ERECTION CO.

SINCE 1911

2729 ST. LOUIS AVE.
ST. LOUIS, MO 63106

ESTIMATE

Date	Estimate #
6/29/2012	10932

Customer
[REDACTED]
St. Louis, MO [REDACTED]
Attn: Jay Tong
C/O: Jennifer Amrein, Nixon & Co

Project Location
[REDACTED]
St. Louis, MO [REDACTED]

RFQ No.	Project Manager	Terms
Email	Jonathan Simon	50% Down, 50% Upon Completion

Quantity	Description	Rate	Amount
1	Fabricate (1) new aluminum pole cover to replace existing pole cover. Approximate pole cover size = 2' wide x 9" deep x 5' 10" tall. To be constructed of two separate pieces similar to existing pole cover.	995.00	995.00T
1	Furnish labor and equipment to remove, haul away and dispose existing pole cover and install new pole cover in same location.	395.00	395.00
Note: Pricing covers new pole cover only. Any repairs to any other sign components would be additional.			

Sales Tax (8.491%)	\$84.49
--------------------	---------

Total	\$1,474.49
--------------	------------

Please Note. All pricing, unless otherwise noted, is based upon performing work during regular weekday hours with open access to/behind signband and/or work areas. All wall sign installations assume the pre-existence of sufficient blocking and substrates, and include final electrical connection to existing electric within 5' of sign location. If no such electric exists, a lead will be stubbed out for final connection by others. Any excavation is based upon normal soil conditions and the absence of any underground obstructions. We reserve the right to amend our estimate if any condition, including but not limited to those stated herein, fails to be met. If you accept the terms and conditions noted herein and would like to proceed with the above-described work, please sign below and return this form at your convenience. Thank you and we sincerely look forward to working with you.

Authorized Signature: _____

A COMPLETE SIGN & LIGHTING MAINTENANCE SERVICE SINCE 1911

office@simonsign.com | P: 314.652.5900 | F: 314.652.6311



Nixon and Company, Inc.

St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
(314) 821-4888 office
(314) 821-7625 fax



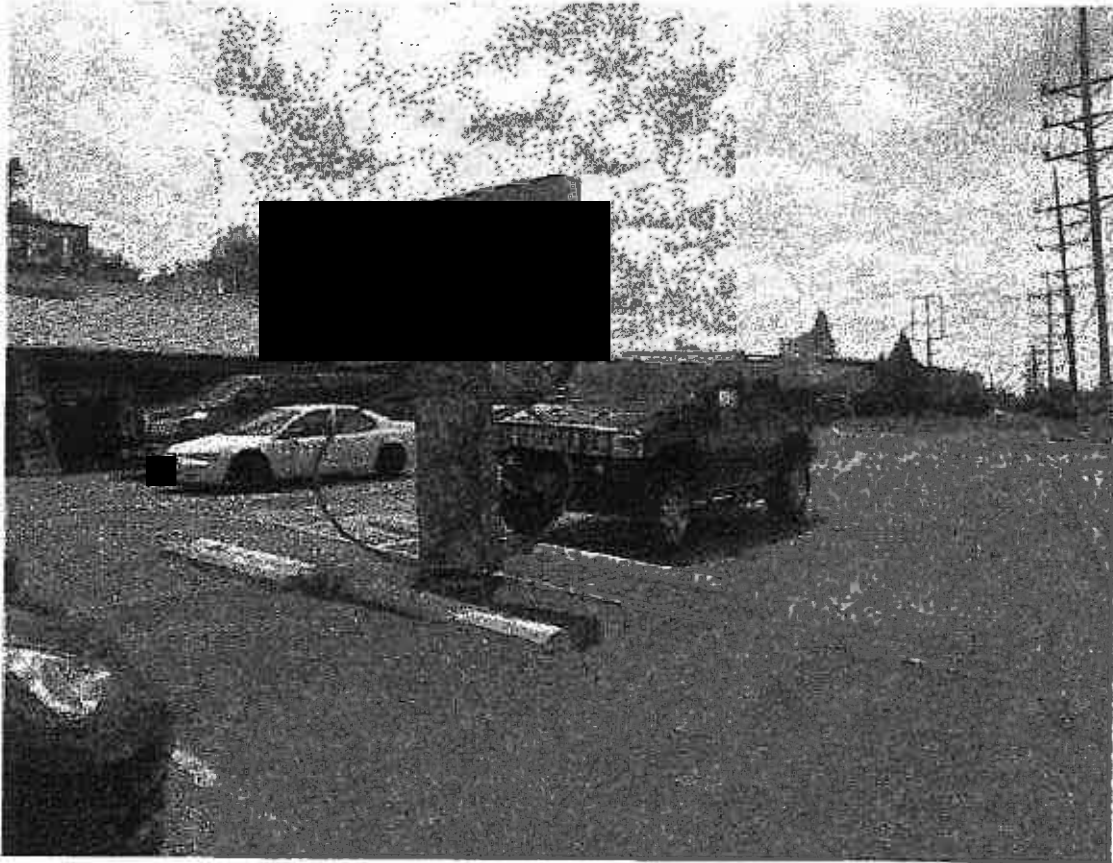
I P6190131 Date Taken: 6/19/2012 Taken By: Jennifer Amrein
sign is still visible from a distance but does not light up





Nixon and Company, Inc.

St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
(314) 821-4888 office
(314) 821-7625 fax



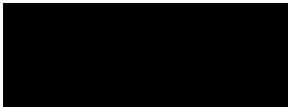
2

P6190127

Date Taken: 6/19/2012

Taken By: Jennifer Amrein

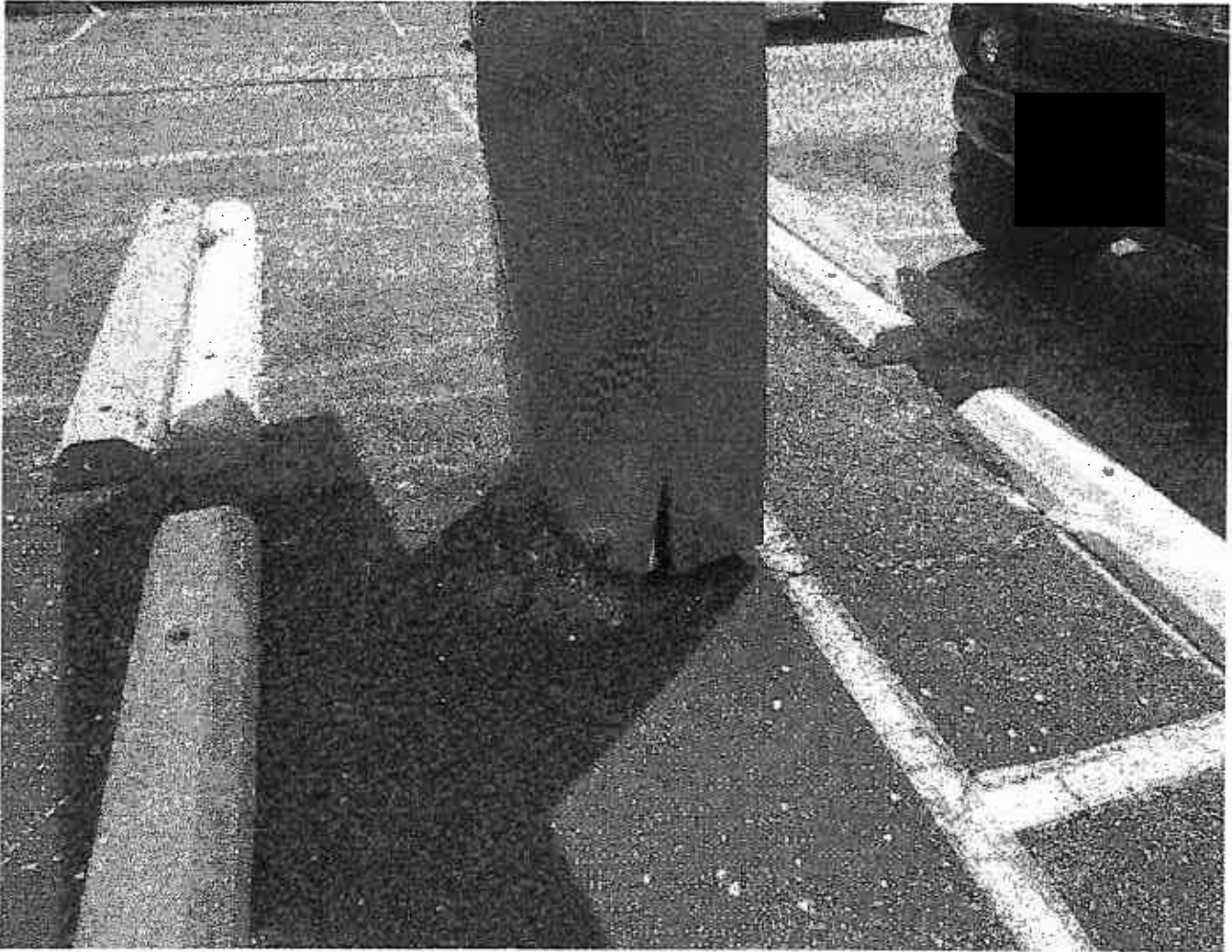
Damage to base of sign



6/25/2012

Page: 2

St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
(314) 821-4888 office
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3

P6190123

Date Taken: 6/19/2012

Taken By: Jennifer Amrein

Damage at the base of sign



Nixon and Company, Inc.

St. Louis Property Claims Unit
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4

P6190124

Date Taken: 6/19/2012

Taken By: Jennifer Amrcin

Damage where sign attaches to the base

St. Louis Property Claims Unit
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St. Louis, MO. 63122-0999
(314) 821-4888 office
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5

P6190125

Date Taken: 6/19/2012

Taken By: Jennifer Amrein

Damage at base of sign

St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
(314) 821-4888 office
(314) 821-7625 fax



6

P6190128

Date Taken: 6/19/2012

Taken By: Jennifer Amrcin

Damage to base of sign. The sign is two pieces of steel, one being a 2' x 1' x 6' base and a 4' x 5' x 10" top that is perpendicular to the base.

St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
(314) 821-4888 office
(314) 821-7625 fax



7

P6190130

Date Taken: 6/19/2012

Taken By: Jennifer Amrein

Concrete barrier to one side of the sign, but this does not appear to be in any way related.

Missouri Secretary of State, Robin Carnahan

SOS Home :: Business Services :: Business Entity Search

- Search
- By Business Name
 - By Charter Number
 - By Registered Agent
 - For New Corporations Verify
 - Verify Certification Registration Report
 - File Online File Fictitious Name Registration
 - File Online Renew Online File LLC Registration
 - File Online Online Orders
 - Register for Online Orders
 - Order Good Standing
 - Order Certified Documents

Filed Documents
 Date: 6/19/2012 (Click above to view filed documents that are available.)

Business Name History

Name	Name Type
[REDACTED]	Legal

Fictitious Registration - Domestic - Information

Charter Number: X00241078
 Status: Fictitious Expired
 Entity Creation Date: 5/26/1992
 State of Business.: MO
 Expiration Date: 8/28/2009

Owners

Name: [REDACTED]
 Address: [REDACTED] St. Louis MO [REDACTED]


Name: [REDACTED]
 Address: [REDACTED] St. Louis MO [REDACTED]

Name: [REDACTED]
 Address: [REDACTED] St. Louis MO [REDACTED]

Name: [REDACTED]
 Address: [REDACTED] St. Louis MO [REDACTED]

Name: [REDACTED]
 Address: [REDACTED] St. Louis MO [REDACTED]

Commissions Phone: (573) 751-2783 Toll Free: (866) 223-6535	Corporations Phone: (573) 751-4153 Toll Free: (866) 223-6535	UCC Office Phone: (573) 751-4628 Toll Free: (866) 223-6535
--	---	---

600 West Main Street
 Jefferson City, MO 65101
 Main Office: (573) 751-4936 

[home](#) [search](#) [site map](#)

St. Louis County, Missouri

Ownership / Legal Information - Tax Year: 2012

Locator ID 25K430354	Tax Year 2012	Tax District 101GG	City Code 000	Site Code 0095	Destination Code
Owner:		[REDACTED] Partnership			
Taxing Address:		Saint Louis, MO [REDACTED]			
Care-Of Name:		[REDACTED]			
Mailing Address:		Chesterfield, MO [REDACTED]			
Subdivision Book - Page:		[REDACTED]			
Assessor's Book - Page:		02 0133			
City Code - Name:		000 - Unincorporated	Trash District No.	5	
Subdivision:		Grant - Wood			
Legal Description: Brief legal only Not meant for recorded legal documents.		Lot Pt 8			
Lot No.		Block No.		[REDACTED]	
Lot Dimensions:		0204/0200 0209/0166	Acres:		
Taxing Code:		A - Taxable	Land Use Code:	581	
Recorder's Date & Daily:		1999030100246	Deed Type:	QCD	
Deed Book - Page:		Book: 12002 Page: 1004			
Deed Information:		Locator Deed Search Information			

Note: The information on this site was last refreshed on Jun 19, 2012.

Assessment Information

CURRENT	Appraised				Assessed		
	Tax Year: 2012	Land	Improv.	Total	%	Land	Improv.
Residential:	0	0	0	19%	0	0	0
Agricultural:	0	0	0	12%	0	0	0
Commercial:	378,800	221,200	600,000	32%	121,220	70,780	192,000
Total:	378,800	221,200	600,000		121,220	70,780	192,000

PREVIOUS	Appraised				Assessed		
	Tax Year: 2011	Land	Improv.	Total	%	Land	Improv.
Residential:	0	0	0	19%	0	0	0
Agricultural:	0	0	0	12%	0	0	0
Commercial:	378,800	221,200	600,000	32%	121,220	70,780	192,000
Total:	378,800	221,200	600,000		121,220	70,780	192,000

[How To Appeal The Value Of Your House .pdf](#)

[Other Helpful Informational Brochures](#)

[Assessment FAQs](#)

Building Information

Locator ID: [REDACTED]	Tax Year: 2012	Card: 1	Living Units: 0
Year Built:	1966	Units:	
Building Number:	0001	Improvement Name:	[REDACTED]
Structure Type:	RESTAURANT	Class:	C
Grade:	C	Identical Units:	1
Area Under Roof:	6160		

Sales History

Sales Date	Book/Page	Sale Price	Type	Validity
2/1/1982	10000 3387	\$250,000.00	Land & Building	X
7/1/1992		\$500,000.00	Land & Building	2
7/1/1992		\$500,000.00	Land & Building	2
3/1/1999	12002 995	\$0.00	Land & Building	V
3/1/1999	12002 998	\$0.00	Land & Building	V
3/1/1999	12002 1001	\$0.00	Land & Building	V
3/1/1999	12002 1004	\$0.00	Land & Building	V

Exterior

Line	Sect	From	To	Year Built	Length x Width = Area	Perim	Use Type	Wall Height	Ext. Wall	Construction
1	01	01	01	1966	_ x _ = 6007	349	RESTAURANT	12	Concrete Block	Wood Frame/Joist/Beam
2	02	01	01	1966	_ x _ = 153	9	RESTAURANT	12	Frame	Wood Frame/Joist/Beam

Interior

Line	Sect	From	To	Finish	Partition	Heat / Air	Plumbing	Phys. Cond	Funct. Util.
1	01	01	01	100	Normal	Hot Air / Central	Adequate	Normal	Normal
2	02	01	01	100	Normal	Hot Air / Central	Adequate	Normal	Normal

Other Features

Line	Int/Ext Line	Description	Measure 1	Measure 2	Elev. Stops	Identical Units
1	1	PORCH COVERED	80	8		1
2	2	OVERHEAD DR-WOOD/MTL	7	8		1

Other Buildings & Yard Improvements

Description	Units	Size	Grade	Condition	Year Built
PAVING ASPHALT PARKING	1	X Total Area: 20693	C	Normal	1966
FENCE CML CHAIN LINK	1	X Total Area: 2300	C	Normal	2001
PAVING CONCRETE AVERAGE	1	X Total Area: 375	C	Normal	2001

As a service to the public, the St. Louis County Assessor's office is pleased to present the information on this web site. We have tried to ensure that the information provided is as accurate as possible. The Assessor's Office makes no warranty or guarantee concerning the accuracy or reliability of the content at this site or at other sites which are linked to ours. Assessing accuracy and reliability of information is the responsibility of the user. The Assessor's Office shall not be liable for errors contained herein or for any damages in connection with the use of the information contained herein.



The Erskine Law Group, P.C.

342 S. Main St. • Rochester, Michigan • 48307
Tel (248) 601-4499 • Fax (248) 601-4497
www.erskinelawgroup.com

May 7, 2013

Elena Cortez
AAA Insurance
P.O. Box 66502
St. Louis, MO 63166

Via Facsimile
469-221-2384

Re: Your Insured: [REDACTED]
Claim No. [REDACTED]
DOL: 06/14/2012

Dear Ms. Cortez:

Please be advised that Ford Motor Company has retained our office to handle your recently submitted subrogation claim regarding the above-referenced customer. In order to efficiently process and consider your claim, we request that you provide us with the following information: (Please note that the information requested is in regard to the Ford manufactured vehicle.)

1. Attach your insured's statement with a complete description of the incident, including events that occurred prior to and subsequent to the loss.
2. A copy of the police and/or fire report. *n/a*
3. Original color photographs of the vehicle's collision/fire damage & the alleged defective parts, from several different angles.
4. Original color photographs of the inside of the vehicle showing the steering wheel, dash and roof areas. ✓
5. Original color photographs of the accident / fire scene from several different angles. ✓
6. Attach a copy of your expert's report and the expert's original color photographs. ✓
7. Attach the repair estimate, repair order, or your total loss worksheet for the vehicle's damage and any losses associated with this incident, and copies of draft payments.
8. Attach the complete service history for the subject vehicle, including any tune-ups or oil changes.
9. Attach a complete damage listing and proofs. Please do not submit an incomplete claim.

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

10. What was the city and state of occurrence? St. Louis, MO
11. The 17 digit vehicle identification number: 3FAHP0HG7BR [REDACTED]
12. What was the mileage at time of occurrence? 37,153
13. What is the alleged defect? throttle bottle
14. Has the alleged defective part been repaired or replaced? (circle one) Yes or No
15. What is the current location of the vehicle, and the alleged defective part(s)? Ford has part when the replaced

16. List all after market additions or modifications that were made to the vehicle: none

17. Were the keys in the ignition? (circle one) Yes or No

18. Was the engine running? (circle one) Yes or No

19. Was this vehicle purchased new or used? new

If purchased used, provide the date of purchase, mileage at the time of purchase, and from whom the vehicle was purchased: _____

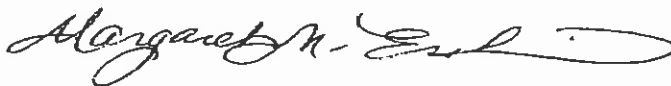
Once you have compiled the requested information regarding this matter, please send it to the address above. If you prefer to send the information electronically, you can e-mail it to me at merskine@erskinelawgroup.com. Once we are in receipt of the requested information, it will be reviewed and you will be notified of our decision concerning your claim. Should you not send all of the requested information and materials within 90 days, we will assume that you are not interested in pursuing a claim and we will close our file. Please note that your vehicle will not be inspected until all the above information has been submitted and a determination has been made as to whether an inspection is warranted.

Please be advised that all necessary steps should be taken to ensure that the incident scene, the subject vehicle, and all of its components parts are maintained and preserved. Ford Motor Company has the right to inspect the fire scene and the vehicle, remove and test any vehicle component part that you claim to be defective, and to be presented with the vehicle and subject component part(s) at the time of trial, should litigation ensue from this informal claim.

If you propose to repair the vehicle for continued usage, such repairs may not be performed until after Ford Motor Company has inspected the vehicle and removed and tested any component part you claim to be defective or advised you in writing that it does not intend to perform such inspection and/or testing at this time. But even in that event, Ford Motor Company will insist that all components claimed to be defective are maintained and preserved for trial.

Thank you for your attention to these matters. Should you have any questions, please feel free to e-mail me at your convenience, merskine@erskinelawgroup.com. I look forward to working with you on this matter.

Very truly yours,



Maggie Mason Erskine

Mrs. insd called and stated was on Watson WB and was low on gas but it was not on empty yet and as she went up the hill she lost power to the veh so went into parking lot of [REDACTED]..then veh started to work again and went to leave the parking lot and realized she did not have any brakes so panicked and went over the concrete barrier and hit into the resturant sign.....dmg to iv ft driv bumper, paint transfer, dented.....dmg to sign bottom part of sign.....**no injuries....**no passengers....iv is drivable....already explained cov to Mr.insd...appraiser already set up.



Automobile Club Inter-Insurance Exchange
Auto Club Family Insurance Company

P.O. Box 66602 St. Louis, MO 63166 314-523-7350 800-AAA-7623 www.aaa.com

April 15, 2013

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

RE: Our Claim No: [REDACTED]
Our Insured: [REDACTED]
Date of Loss: 06/14/2012
Your Claim No:
Your Insured: [REDACTED]
Your Driver: [REDACTED]

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

PAYMENTS

Collision or Comprehensive	\$ 2,036.83
Rental Reimbursement	\$ 150.00
Insured Deductible	\$ 250.00
Less Salvage Recovery	\$
Medical Pay	\$
Uninsured Motorist	\$
Underinsured Motorist	\$
Property damage	\$ 1,976.29
P.I.P.	\$
Lost Wages	\$
TOTAL SUBROGATION	\$

COMMENTS: Throttle malfunction

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

Sincerely,

Elena Cortez, TX Subro
Subrogation Department

888-896-9962, ext. 2212360

Attachment

Mrs. insd called and stated was on Watson WB and was low on gas but it was not on empty yet and as she went up the hill she lost power to the veh so went into parking lot of [REDACTED]. then veh started to work again and went to leave the parking lot and realized she did not have any brakes so panicked and went over the concrete barrier and hit into the resturant sign.....dmg to iv ft driv bumper, paint transfer, dented.....dmg to sign bottom part of sign.....**no injuries....**no passengers....iv is drivable....already explained cov to Mr.insd...appraiser already set up.

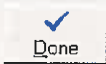
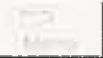
Payment Details

Claim Number	Unit	Name (Role)	Reserve	PaymentType	Outstd Res.	Payme
[REDACTED]	2011 FORD FUSION SE	[REDACTED]	COLL LOSS-C	Loss	\$0.00	\$2.03

[REDACTED]

ITEM	VALUE
Check Status	CLEARED
In Payment Of	Collision loss less deductible of \$250.00 for 2011 Ford Fusion
Mode of Payment	System Check

Pay to the Order of	[REDACTED]	No. STD 368768
		\$ 2,036.89
Address	[REDACTED]	
	SAINT LOUIS MO USA	
		Signature <i>John Hancock</i>



Payment Details

Claim Number	Unit	Name (Role)	Reserve	PaymentType	Outstd Res.	Payme
	2011 FORD FUSION SE		RR LOSS-RR	Loss	\$0.00	\$15

ITEM	VALUE
Check Status	CLEARED
In Payment Of	(EDI) ERAC
Mode of Payment	EFT

Pay to the Order of	Enterprise Rent-A-Car	No. EFT 2036141
		\$ 150.00
Address	ENTERPRISE RENT-A-CAR P.O. BOX 840086 KANSAS CITY MO 64184 USA	
		Signature <i>John Hancock</i>

Done

Payment Details

Claim Number	Unit	Name (Role)	Reserve	PaymentType	Outstd Res.	Payme
			PD LOSS-PD	Loss	\$0 00	\$1.47

Navigation arrows: < | >

ITEM	VALUE
Check Status	CLEARED
In Payment Of	Property Damage Claim - Voluntary Payment for sign damage
Mode of Payment	System Check

Navigation arrows: < | >

Pay to the Order of	[Redacted]	No. STD 375715
		\$1,474.49
Address	[Redacted]	
	ST. LOUIS MO	
	USA	
		<i>John Hancock</i> Signature

Navigation icons: [Back] [Forward] [Done]

Payment Details

Claim Number	Unit	Name (Role)	Reserve	Payment Type	Outstd Res.	Payme
			PD X-EXPEN:	Appraisal	\$0.00	\$50

ITEM	VALUE
Check Status	CLEARED
In Payment Of	file #STL2012001354
Mode of Payment	System Check

Pay to the Order of	Nixon & Company, Inc.	No. STD 379430
		\$ 501.80
Address	NIXON & COMPANY, INC. P.O. BOX 220999 ST. LOUIS MO 63122-0999 USA	
		Signature <i>John Hancock</i>

Rental] 08/07/2012 04:45:52 PM By: "Fred" Scheduler
Enterprise Rent-A-Car Electronic Invoice
Rental: Enterprise Rent-A-Car Invoice#: D697071-0115 Date: 08/07/2012
AMOUNT DUE: \$150.00
Vehicle: 2011 FORD FUSION SED
Renter: JAMES CASEY Date Out: 07/30/2012 Date In: 08/03/2012

00005 DAYS @ 28.35 141.75
00005 DAYS DW @ 12.99 64.95
00005 DAYS PAI @ 3.00 15.00
00005 VLF REC 1.65 8.25

\$ 229.95 Total Charges
\$ 79.95 Less Amount Received
\$ 150.00 AMOUNT DUE

[Rental] 08/08/2012 08:01:51 AM By: Courtney Demyen-Jones

20 JUN 2012

Original Customer Requests

The following is what you requested we perform or investigate regarding your vehicle:

- ✓ A. CK VEHICLE LOST THROTTLE RESPONSE WAS TOWED IN
- ✓ B. MULTIPOINT
- ✓ C. CK ENGINE LIGHT CAME ON

7/18/12

Recommended Services

Our technicians recommend the following services for your vehicle.

Original Customer Requests	Status	Cost	Declined	Approved
A. CK VEHICLE LOST THROTTLE RESPONSE WAS TOWED IN		\$0.00		X
B. MULTIPOINT		\$0.00		X
C. CK ENGINE LIGHT CAME ON		\$100.00		X
Totals, Taxes and Fees		Cost	Declined	Approved
Estimate Subtotal		\$100.00	\$0.00	\$100.00
Shop Supplies				\$6.00
Tire Disposal				\$0.00
Tax				\$7.00
Estimate Total				\$113.00

Package Results

Dave Sinclair Ford - World Class Inspection

Passed Task	Observation	Recommendation
Fill windshield washer fluid	Found washer fluid level low: Filled to proper level	
Measure left front tire tread depth	6/32": Inspect tire next service	
Measure right front tire tread depth	6/32": Inspect tire next service	
Measure right rear tire tread depth	6/32": Inspect tire next service	
Measure left rear tire tread depth	6/32": Inspect tire next service	
Inspect overall tire wear and condition	All tires require inspection next service	
Check and adjust front tire pressure	Set tire pressures to 35 psi - Check tire pressures monthly	

134740

Dave Sinclair Ford

7466 S. Lindberg Blvd. St. Louis, MO • (314) 892-2600 • www.davesinclair.com

3

20/21 JUN 2012

NUMBER # 279232

134740



INVOICE

DUPLICATE 1
PAGE 1

7466 S. LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63125-4898
PHONE: (314) 892-2600

7/18

CRESTWOOD, MO
HOME
BUS:

CONT
CELL:

SERVICE ADVISOR: 250 TIMOTHY D DEIMEKE
www.davesinclair.com

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	11	FORD FUSION	3FAHP0HG7BR		37153/37153	T8521
DEL DATE	PROD DATE	WARR EXP	PROMISED	POIN	RATE	PAYMENT
06MAR12 DD			22:00 22JUN12			CASH
R/O OPENED	READY	OPTIONS: STK:P12900900 ENG:3.0 Liter				INV DATE
						21JUN12

18:01 20JUN12	16:57 21JUN12					
LINE OPCODE	TECH	TYPE	HOURS			
A CK VEHICLE LOST THROTTLE RESPONSE WAS TOWED IN				LIST	NET	TOTAL

CAUSE:

9926A THROTTLE BODY AIR INTAKE REPLACE
(9E926) - L
125 WESP (N/C)

1-DS7Z*9E926*A THROTTLE BODY AND MOTOR ASY (N/C)

12650D EEC SYSTEM DIAGNOSIS (QUICK TEST) - L (N/C)

125 WESP (N/C)

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

125 WESP (N/C)

12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L (N/C)

EXTRA TIME TO REPEAT FINAL QUICK TEST
125 WESP (N/C)

FC E29 PART# COUNT (N/C)

CLAIM TYPE:

AUTH CODE:

00200

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

37153 9E926 42 eec test p02112 p02111 pinpoint dv3yes dv4 yes dv5
yes 4.8 dv12yes 11 kohms dv13yes .5 dv 14 no voltage dv15 yes 3 ohms
dv16 yes 12kohms yes 11kohms dv23 yes replace tbody retest ok

B MULTIPPOINT
99P MULTIPPOINT

125 EPS (N/C)

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

37153 multipoint

C CK ENGINE LIGHT CAME ON
15 GAS DRIVEABILITY

125 CP 0.00 0.00

Service & Parts Hours
7 am to 10 pm
Monday thru Thursday
7am to 6pm
Friday

Body Shop Hours
8 am to 5 pm
Monday thru Friday

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

Thank you for your business!!!

CUSTOMER COPY

CUSTOMER #: 279232

134740



INVOICE

7466 S. LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63125-4898
PHONE: (314) 892-2600

7
18

CRESTWOOD, MO

DUPLICATE 1
PAGE 2

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

SERVICE ADVISOR: 250 TIMOTHY D DEIMEKE
www.davesinclair.com

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	STAG	
RED	11	FORD FUSION	3FAHP0HG7BR		37153/37153	T8521	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
06MAR12 DC			22:00 22JUN12			CASH	21JUN12
R.O. OPENED	READY	OPTIONS: STK:P12900900 ENG:3.0 Liter					

18:01 20JUN12 16:57 21JUN12

LINE OPCODE TECH TYPE HOURS

PARTS	LABOR	OTHER	LIST	NET	TOTAL
0:00	0:00	0:00	TOTAL LINE C		0:00

37153 REPAIRED UNDER LINE A

MISC ESP DED

CDED

100.00 100.00

THANK YOU FOR YOUR BUSINESS TODAY. YOU MAY BE RECEIVING A SURVEY FROM FORD MOTOR CO. ABOUT YOUR SERVICE. SHOULD YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT YOUR VISIT PLEASE CONTACT OUR SERVICE MGR CHRIS ODE AT 314-892-2600 OR CHRIS.ODE@DAVESINCLAIR.NET. WE WANT YOU TO BE COMPLETELY SATISFIED. WE HOPE TO SEE YOU SOON.

PAID

JUN 22 2012

MJC

Service & Parts Hours
7 am to 10 pm
Monday thru Thursday
7am to 6 pm
Friday

Body Shop Hours
8 am to 5 pm
Monday thru Friday

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	100.00
TOTAL CHARGES	100.00
LESS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	100.00

Thank you for your business!!!

SAT
16 JUN 12

68003



LINCOLN

INVOICE

7500 SO. LINDBERGH
ST. LOUIS, MISSOURI 63125
PHONE (314) 729-2700

DUPLICATE 1
PAGE 1

CRESTWOOD, MO

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

SERVICE ADVISOR: 8096 ALEXANDER SCHILLING
www.davesinclair.com

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	11	FORD FUSION	3FAHP0HG7BR		36993/37007	T030	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN11 DD		01JAN2011	17:00 16JUN12			CASH	16JUN12
R.O. OPENED	READY	OPTIONS: ENG:3.0_Liter					
11:47 16JUN12	16:06 16JUN12						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES ENGINE JERKING AND STALLING WHEN DRIVING ON INCLINE, ONCE CONCERN OCCURED BRAKES PEDAL WILL GO TO FLOOR ON APPLICATION, CUSTOMER STOPPED AND RESTARTED VEHICLE, CONCERN STILL PRESENT, ADVISE

15 GAS DRIVEABILITY
8068 WESP (N/C)

1 9U5Z*9C915*H VALVE ASY (N/C)

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

36993 UNABLE TO DUPLICATE CUSTOMER CONCERN, PERFORM SELF TEST, DTC P2198, CHECK OASIS TSB 12.3.19 APPLIES, DIAGNOIS AND REPLACED VENT VALVE PER TSB, RECHECK, FOUND OK.

B Perform multi-point inspection
99P Perform multi-point inspection
8068IPDIC (N/C)

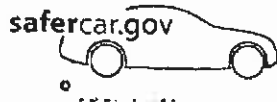
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

MISC ESP DEDUCTABLE
CP 100.00 100.00

<p>Service Hours 7:00 am to 6:00 pm Monday thru Friday</p> <p>Parts Hours 7:00 am to 5:30 pm Monday thru Friday</p>	DESCRIPTION	TOTALS
	LABOR AMOUNT	0.00
	PARTS AMOUNT	0.00
	GAS, OIL, LUBE	0.00
	SUBLET AMOUNT	0.00
	MISC. CHARGES	100.00
	TOTAL CHARGES	100.00
	LESS	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	100.00

Thank you for your business!!!

CUSTOMER COPY



Thank you for your Vehicle Safety Complaint

Your Complaint Information has been successfully submitted.

Your Confirmation Number (ODI Number) is: 10463160.

Your Complaint will be available within 72 hours at <http://www.safercar.gov/complaints>.

An acknowledgement was sent to nancy@sboglobal.net

7/18/12

1. Vehicle information

Vehicle Identification Number (VIN):

3FAHP0HG7BF[REDACTED]

Make / Model / Year:

FORD FUSION 2011

2. Incident Information

Approximate Incident Date:

06/14/2012

Vehicle mileage at time of incident:

37,000

Vehicle speed at time of incident:

(mph)

Affected Parts:

Brakes, Speed Control, Fuel/Propulsion System

Fire:

No

Crash:

Yes

Injury or Fatality:

No

Tell us what happened:

6/14/12 Car was low on fuel, but not on empty and message indicated 32 miles to E. Driving up hill car lost power, did not die, moved very slowly. Able to get off street into parking lot of restaurant. Car seemed to regain power, so tried to pull back on street going down hill, but at edge of lot realized now brakes not responding, managed to avoid car coming and get back into parking lot as pulling into parking spot now slight surge of speed but still no brakes and hit restaurant's sign. Took car to dealer, could not duplicate problem and blamed it all on low fuel. On 6/20 this time with tank almost full, had same problem, car suddenly has no power, but does not die. I pulled over and turned it off and waited several minutes. When restarted went about 4 mile and happened again. Stop, turn off, restart and went a little further, but now check engine light on. Fortunately both times not going 80 miles on the highway and suddenly no power Had towed to dealer and this time, replaced the throttle body. Said it was an updated version. If they know there is a problem and have an updated version, why is there no recall? I think this could be very dangerous.

3. Personal Information

Name:

[REDACTED]

Email:

[REDACTED]

Working Phone:

[REDACTED]

Evening Phone:

Address1:

6009 B Pardee Forest Drive

Address2:

City, State, Zip:

St Louis, MO [REDACTED]

West Building Washington DC [REDACTED] USA [REDACTED]

6/26/2012

Date: 6/25/2012 08:57 AM
 Estimate ID: 10287
 Estimate Version: 0
 Committed
 Profile ID: ST. LOUIS

**THIS IS ONLY AN ESTIMATE OF DAMAGE.
 THIS IS NOT A REPAIR AUTHORIZATION.**

ACE APPRAISAL SERVICE

3111 HIGHWAY K, SULLIVAN, MO 63080
 (314) 393-7211
 Fax: (636) 629-1362
 Email: claims@aceappraisalservice.net

Damage Assessed By: STAN CAIN

Appraised For: COURTNEY DEMYEN-JONES

Condition Code: Good
 Date of Loss: 6/14/2012
 Deductible: 250.00
 File Number: 10287
 Claim Number: [REDACTED]

Type of Loss: Collision

Insured: [REDACTED]
 Telephone: Home Phone: [REDACTED]

Mitchell Service: 911175

Description: 2011 Ford Fusion SE
 Body Style: 4D Sed
 VIN: 3FAHP0HG7BR [REDACTED]
 Mileage: 37,180
 OEM/ALT: O
 Color: burgandy
 Options:

Drive Train: 3.0L Inj 6 Cyl 6A FWD
 License: [REDACTED]
 Search Code: None

PASSENGER AIRBAG, DRIVER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW
 REAR WINDOW DEFOGGER, MANUAL AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
 TELESCOPIC STEERING COLUMN, ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS
 AUXILIARY INPUT, SATELLITE RADIO, AUTOMATIC TRANSMISSION, FRONT AIR DAM
 TINTED GLASS, TRIP COMPUTER, VARIABLE ASSISTED STEERING, SIDE AIRBAGS
 ANTI-THEFT SYSTEM, AUTOMATIC HEADLIGHTS, SIDE HEAD CURTAIN AIRBAGS
 AM/FM STEREO CD/MP3 PLAYER, ELECTRONIC STABILITY CONTROL, FRONT BUCKET SEATS
 INTERIOR AIR FILTER, KEYLESS ENTRY SYSTEM, POWER DISC BRAKES
 POWER LIFTGATE/TRUNK, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	AUTO	BDY	OVERHAUL	Frt Bumper Cover Assy			2.9 #
2	100914	BDY	REMOVE/REPLACE	Frt Bumper Cover	Remanufactured	384.00 *	INC #
3	AUTO	REF	REFINISH	Frt Bumper Cover			C 2.6
4	100923	BDY	REMOVE/REPLACE	L Frt Bumper Fog Lamp Bezel	AESZ 17E811 BA	19.42	INC #
5	100251	BDY	REMOVE/REPLACE	L Front Combination Lamp Assembly	** QUAL REPL PART	314.00 *	INC #
6	AUTO	BDY	CHECK/ADJUST	Headlamps			0.4
7	100269	BDY	REMOVE/REPLACE	L Front Side Marker Lamp Assembly	** QUAL REPL PART	15.00 *	INC #
8	102416	REF	BLEND	Hood Outside			C 1.1
9	102421	BDY	REMOVE/INSTALL	R Hood Washer Nozzle			0.2 #
10	102422	BDY	REMOVE/INSTALL	L Hood Washer Nozzle			0.2 #
11	102368	BDY	REMOVE/REPLACE	L Fender Panel	AESZ 16006 A	226.53	1.6 #
12	AUTO	REF	REFINISH	L Fender Outside			C 2.0
13	AUTO	REF	REFINISH	L Add To Edge Fender			C 0.5
14	101462	REF	BLEND	L Frt Door Outside			C 0.9
15	102243	BDY	REMOVE/INSTALL	L Frt Rear View Mlrror			INC #
16	102245	BDY	REMOVE/INSTALL	L Frt Otr Belt Moulding			INC #
17	102247	BDY	REMOVE/INSTALL	L Frt Door Sash Moulding			1.1 #
18	101270	BDY	REMOVE/INSTALL	L Frt Otr Door Handle			0.3
19	AUTO	REF	ADD'L OPR	Clear Coat			2.0

ESTIMATE RECALL NUMBER: 06/25/2012 08:57:40 10287

Mitchell Data Version: OEM: APR_12_V

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Page 1 of 3

Software Version: 7.0.441

Date: 6/25/2012 08:57 AM
 Estimate ID: 10287
 Estimate Version: 0
 Committed
 Profile ID: ST. LOUIS
 273.00 *
 2.28 *

20 AUTO ADD'L COST Paint/Materials
 21 AUTO ADD'L COST Hazardous Waste Disposal

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc

Remarks
 ESTIMATE IS COMPLETED AT THE CURRENT LOCAL RATE.

Estimate Totals

I. Labor Subtotals						II. Part Replacement Summary			Amount
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals				
Body	6.7	60.00	0.00	0.00	402.00	Taxable Parts		958.95	
Refinish	9.1	60.00	0.00	0.00	546.00	Sales Tax @ 8.491%		81.42	
Non-Taxable Labor					948.00	Total Replacement Parts Amount		1,040.37	
Labor Summary	15.8				948.00				
III. Additional Costs						IV. Adjustments			Amount
Taxable Costs					Amount	Insurance Deductible			250.00-
Sales Tax @ 8.491%					273.00	Customer Responsibility			250.00-
					23.18				
Non-Taxable Costs					2.28				
Total Additional Costs					298.46				
Paint Material Method: Rates Init Rate = 30.00 , Init Max Hours = 99.9, Addl Rate = 0.00									
						I. Total Labor:		948.00	
						II. Total Replacement Parts:		1,040.37	
						III. Total Additional Costs:		298.46	
						Gross Total:		2,286.83	
						IV. Total Adjustments:		250.00-	
						Net Total:		2,036.83	

Point(s) of Impact
 (1) Left Front Corner (P)

Insurance Co: [REDACTED]
 Address: [REDACTED]
 Telephone: [REDACTED]
 Fax Phone: [REDACTED]

Inspection Site: RESIDENCE
 ST. LOUIS, MO
 Inspection Date: 6/25/2012

ESTIMATE RECALL NUMBER: 06/25/2012 08:57:40 10287
 Mitchell Data Version: OEM: APR_12_V

Software Version: 7.0.441

Copyright (C) 1994 - 2012 Mitchell International
 All Rights Reserved

Date: 6/25/2012 08:57 AM
Estimate ID: 10287
Estimate Version: 0
Committed
Profile ID: ST. LOUIS

Body Shop: NONE CHOSEN

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURE OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE PARTS MANUFACTURE OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURE OF YOUR VEHICLE.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AN AUTOMOBILE PART(S) NOT MADE BY THE ORIGINAL EQUIPMENT MANUFACTURE. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN LIKE, KIND AND QUALITY IN TERMS OF FIT , QUALITY AND PERFORMANCE TO THE ORIGINAL MANUFACTURER PARTS THEY ARE REPLACING. ALL AFTERMARKET PARTS INSTALLED ON THE VEHICLE SHALL BE CLEARLY IDENTIFIED ON THE REPAIR ESTIMATE

ESTIMATE RECALL NUMBER: 06/25/2012 08:57:40 10287
Mitchell Data Version: OEM: APR_12_V

Software Version: 7.0.441

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Page 3 of 3

100_0929.JPG



100_0930.JPG



100_0931.JPG



100_0932.JPG



100_0933.JPG



100_0934.JPG



100_0935.JPG



100_0936.JPG





Nixon and Company, Inc.
 P O Box 220999
 St. Louis, MO 63122-0999
 Phone: (314) 821-4888
 Fax: (314) 821-7625
 Tax ID #: 43-1074043

Auto Inter Ins Exchange
 P O Box 66502
 St Louis, MO 63166

INVOICE #: STL2012001354-1
INVOICE DATE: 7/12/2012
ATTENTION: Demyen, Courtney

CLAIM INFORMATION

INSURED: [REDACTED]
LOSS STATE: MO
INSURED POLICY #: [REDACTED]
OUR FILE #: STL2012001354
YOUR FILE #: PA0001161134
ADJUSTER: Amrein, Jennifer
LOSS DATE: 6/14/2012
LOSS UNIT: Commercial Property

BILLABLE ITEMS

ITEM	QTY	RATE	PRICE
Services	6.1	\$78.00	\$475.80
Mileage	40	\$0.55	\$22.00
Flate Rate Photo Charge	1	\$4.00	\$4.00
SUBTOTAL:			\$501.80
TAX & FEES:			\$0.00
PAY THIS AMOUNT:			\$501.80

Please remit all payments to:
Nixon and Company, Inc.
 P O Box 220999
 St. Louis, MO 63122-0999



Nixon and Company, Inc.
 P O Box 220999
 St. Louis, MO 63122-0999
 Phone: (314) 821-4888
 Fax: (314) 821-7625

Auto Inter Ins Exchange
 P O Box 66502
 St Louis, MO 63166

ATTENTION: Demyen, Courtney

Your File #: PA0001161134

Our File #: STL2012001354

TIME LOG

Date	Description	Hours
6/19/2012	Drive time to loss location	0.50
6/19/2012	Detailed inspection of property, determine scope of damage, measure and photograph	0.50
6/19/2012	Drive time returning to office	0.50
6/19/2012	Email to Courtney advising of inspection and reserve.	0.20
6/19/2012	Look up ownership in Dept of Revenue and Sec of State	0.40
6/19/2012	Verify owners of the First wok Buffet Partnership at Sec of State	0.20
6/19/2012	Talk to Jay - he does not have any estimates, and will try to see who put sign up. He asked if i could also get an estimate.	0.20
6/19/2012	Initial file set up, cross index and reference	0.50
6/20/2012	Request for sign estimate from Simon Sign.	0.30
7/2/2012	Receive estimate from Simon - does it include electric?	0.20
7/2/2012	Sign includes electric hookup to existing. Simon saw no damage to the electric itself, per Jon.	0.20
7/5/2012	Research aluminum prices for sign with color dye.	0.30
7/5/2012	Pepare estimate	0.50
7/9/2012	Talk to jay - he does not have copy of Simon Sign estimate.	0.20
7/9/2012	Faxed estimate to jay. Talked to him and he will check with owners.	0.20
7/10/2012	jay Hong says that owners will accept the amount of \$1474.49	0.20
7/11/2012	Prepared report	1.00
TOTAL		6.10

NON-HOURLY CHARGES & EXPENSE LOG

DATE	DESCRIPTION	Amount
6/19/2012	Mileage to loss location	\$11.00
6/19/2012	Mileage returning to office	\$11.00



NIXON
AND COMPANY, INC.



Jennifer Amrein
P O Box 220999
St. Louis, MO 63122-0999
Tele: (314) 821-4888
jennifer@nixonandco.com

July 11, 2012

Courtney Demyen
Auto Inter Ins Exchange
P O Box 66502
St Louis, MO 63166

Via e-mail to: cdemyen@aaamissouri.com

RE: REPORT NUMBER 1

Claimant: [REDACTED]
Insured: [REDACTED]
Location of Incident: [REDACTED] St. Louis, MO [REDACTED]
Date of Incident: 06/14/2012
Nature of Incident: Auto Liability
Our File Number: STL2012001354
Policy Number: [REDACTED]
Claim Number: [REDACTED]

Dear Ms. Demyen:

We submit our first and final report pertaining to the captioned matter.

DRAFT REQUEST:

I recommend a draft be in payment of this claim payable to [REDACTED] in the amount of \$1474.49 and sent to the restaurant at [REDACTED] Louis, Missouri [REDACTED]

ENCLOSURES:

1. Adjuster estimate
2. Contractor estimate
3. Photographs
4. Department of Revenue information
5. Corporation information
6. Service invoice
7. Adjuster timesheet

ST. LOUIS
P O Box 220999
St. Louis, MO 63122
Tele: 314-821-4888
nixon@nixonandco.com

CAPE GIRARDEAU
P O Box 397
Cape Girardeau, MO 63072
Tele: 573-334-9169
nixoncape@nixonandco.com

CHICAGO
P O Box 4147
St. Charles, IL 60174
Tele: 630-932-1522
nixonchi@nixonandco.com

KANSAS CITY
10551 Barkley St., Suite 117
Overland Park, KS 66212
Tele: 816-358-6111
nixonkc@nixonandco.com

ASSIGNMENT:

This loss was assigned on June 19, 2012. Contact was made and the loss was inspected on the same day. I spoke to the [REDACTED] manager, Jay Hong.

COVERAGE:

Claim is being made under the liability coverage of your insured's policy.

DESCRIPTION OF INCIDENT:

The insured apparently left the roadway and struck the aluminum sign in front of the restaurant.

PHOTOGRAPHS:

The photographs enclosed will show damage to the base of the sign. There is no damage to the sign itself, and no apparent damage to the electric.

OWNERSHIP, MAINTENANCE & CONTROL OF PREMISES:

The property that was damaged is owned by [REDACTED] Partnership.

CLAIMANT:

The claimant is the First Wok Buffet. This business is owned by several different people, as shown in the corporation agreement filed with the state.

PROPERTY DAMAGE:

The damage described by the claimant and indicated in the photographs is to a five foot high barbed wire fence and appropriate posts. The claimant purchased materials and had temporary repairs made to keep the cattle inside.

EVALUATION:

I have prepared an estimate in the amount of \$1561.30 for the post replacement. Since this is a repair to the whole, no depreciation would apply. The sign looks relatively new. An estimate was also prepared by Simon Sign at my request. The amount of this estimate is \$1474.49.

REMARKS:

Claim No.: [REDACTED]

July 11, 2012

The manager, Jay Hong, advise me that the owners are in agreement with the repair estimate in the amount of \$1474.49. They will arrange to have the sign repaired as soon as they receive the check.

Since this concludes the assignment, I am submitting my service invoice at this time for your consideration.

Should you need any additional assistance, please feel free to contact me.

Very truly yours,

NIXON AND COMPANY, INC.

[REDACTED]
Cell: [REDACTED]



Nixon and Company, Inc.

St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
(314) 821-4888 office
(314) 821-7625 fax

Insured: [Redacted]
Property: [Redacted]
St. Louis, MO [Redacted]

Claim Rep.: Jennifer Amrein
Business: P O Box 220999
St. Louis, MO 63122-0999

Business: (314) 821-4888
E-mail: jennifer@nixonandco.com

Estimator: Jennifer Amrein
Business: P O Box 220999
St. Louis, MO 63122-0999

Business: (314) 821-4888

Claim Number:

Policy Number:

Type of Loss:

Date of Loss:

Date Received:

Date Inspected:

Date Entered: 6/25/2012 2:12 PM

Price List: MOSL7X_JAN12
Restoration/Service/Remodel

Estimate: [Redacted]

This is an estimate of damage only and is not an authorization for repair. Such authorization must come from the property owner. No employee of Nixon and Company, Inc., its employees or agents has such authorization. Only the owner of the subject property has such authorization

No supplements will be considered unless first reviewed in scope and cost with the handling adjuster. For questions, please contact Jennifer Amrein at (314) 821-4888.

This estimate is being prepared for an insurance company of the above referenced property owner or responsible party. The estimate, and additional material, is submitted to the insurance carrier for review and approval. Nixon and Company, Inc. has been extended authority to investigate and evaluate damages for specific losses; however, does not have authority to settle the loss or bind the insurance company to damages or coverage. Should changes or adjustments be made, you will be notified and provided a copy of the revised estimate of damages.



Nixon and Company, Inc.

St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
(314) 821-4888 office
(314) 821-7625 fax



FIRST_WOK

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
2. R&R Post - aluminum * material cost	9.00 SF	32.75	294.75	(0.00)	294.75
3. Fabrication*	1.00 EA	781.40	781.40	(0.00)	781.40
4. Delivery charge *	1.00 EA	125.00	125.00	(0.00)	125.00
5. Removal and disposal - per hour including equipment*	3.00 HR	74.84	224.52	(0.00)	224.52
6. Installer - per hour*	2.00 HR	63.88	127.76	(0.00)	127.76
Total:			1,553.43	0.00	1,553.43
Line Item Totals:			1,553.43	0.00	1,553.43



Nixon and Company, Inc.

St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
(314) 821-4888 office
(314) 821-7625 fax

Summary for Liability

Line Item Total				1,553.43
Material Sales Tax	@	8.175% x	96.21	7.87
Replacement Cost Value				\$1,561.30
Net Claim				\$1,561.30

Jennifer Amrein





SIMON SIGN ERECTION CO.

SINCE 1911

2729 ST. LOUIS AVE.
ST. LOUIS, MO 63106

ESTIMATE

Date	Estimate #
6/29/2012	10932

Customer
[REDACTED]
St. Louis, MO [REDACTED] Attn: Jay Hong C/O Jennifer Amrein, Nixon & Co.

Project Location
[REDACTED]
St. Louis, MO [REDACTED]

RFQ No.	Project Manager	Terms
Email	Jonathan Simon	50% Down, 50% Upon Completion

Quantity	Description	Rate	Amount
1	Fabricate (1) new aluminum pole cover to replace existing pole cover. Approximate pole cover size = 2' wide x 9" deep x 5' 10" tall. To be constructed of two separate pieces similar to existing pole cover.	995.00	995.00T
1	Furnish labor and equipment to remove, haul away and dispose existing pole cover and install new pole cover in same location.	395.00	395.00
<p>Note: Pricing covers new pole cover only. Any repairs to any other sign components would be additional.</p>			

Sales Tax (8.491%)	\$84.49
--------------------	---------

Total	\$1,474.49
--------------	------------

Please Note: All pricing, unless otherwise noted, is based upon performing work during regular weekday hours with open access to/behind signband and/or work areas. All wall sign installations assume the pre-existence of sufficient blocking and substrates, and include final electrical connection to existing electric within 5' of sign location. If no such electric exists, a lead will be stubbed out for final connection by others. Any excavation is based upon normal soil conditions and the absence of any underground obstructions. We reserve the right to amend our estimate if any condition, including but not limited to those stated herein, fails to be met. If you accept the terms and conditions noted herein and would like to proceed with the above-described work, please sign below and return this form at your convenience. Thank you and we sincerely look forward to working with you.

Authorized Signature: _____

A COMPLETE SIGN & LIGHTING MAINTENANCE SERVICE SINCE 1911

office@simonsign.com | P: 314.652.5900 | F: 314.652.6311



Nixon and Company, Inc.

St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
(314) 821-4888 office
(314) 821-7625 fax



1

P6190131

Date Taken: 6/19/2012

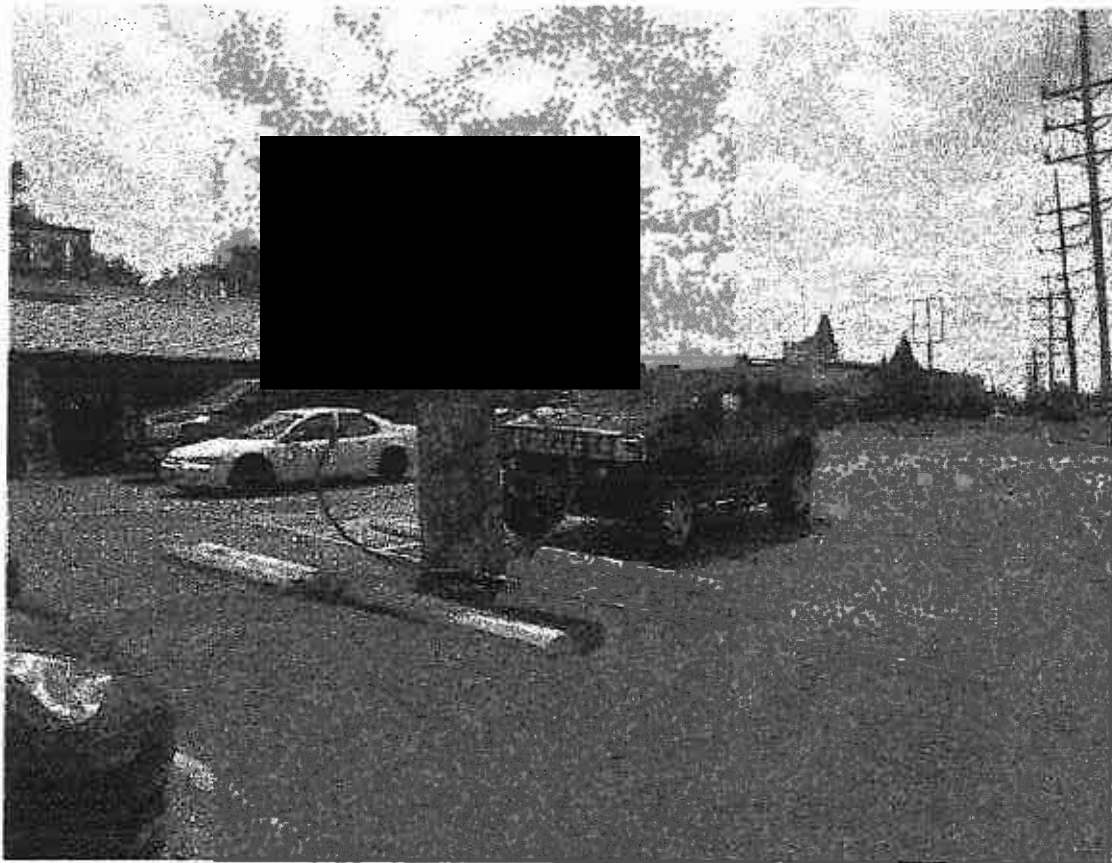
Taken By: Jennifer Amrein

sign is still visible from a distance but does not light up



Nixon and Company, Inc.

St. Louis Property Claims Unit
P O Box 220999
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2

P6190127

Date Taken: 6/19/2012

Taken By: Jennifer Amrein

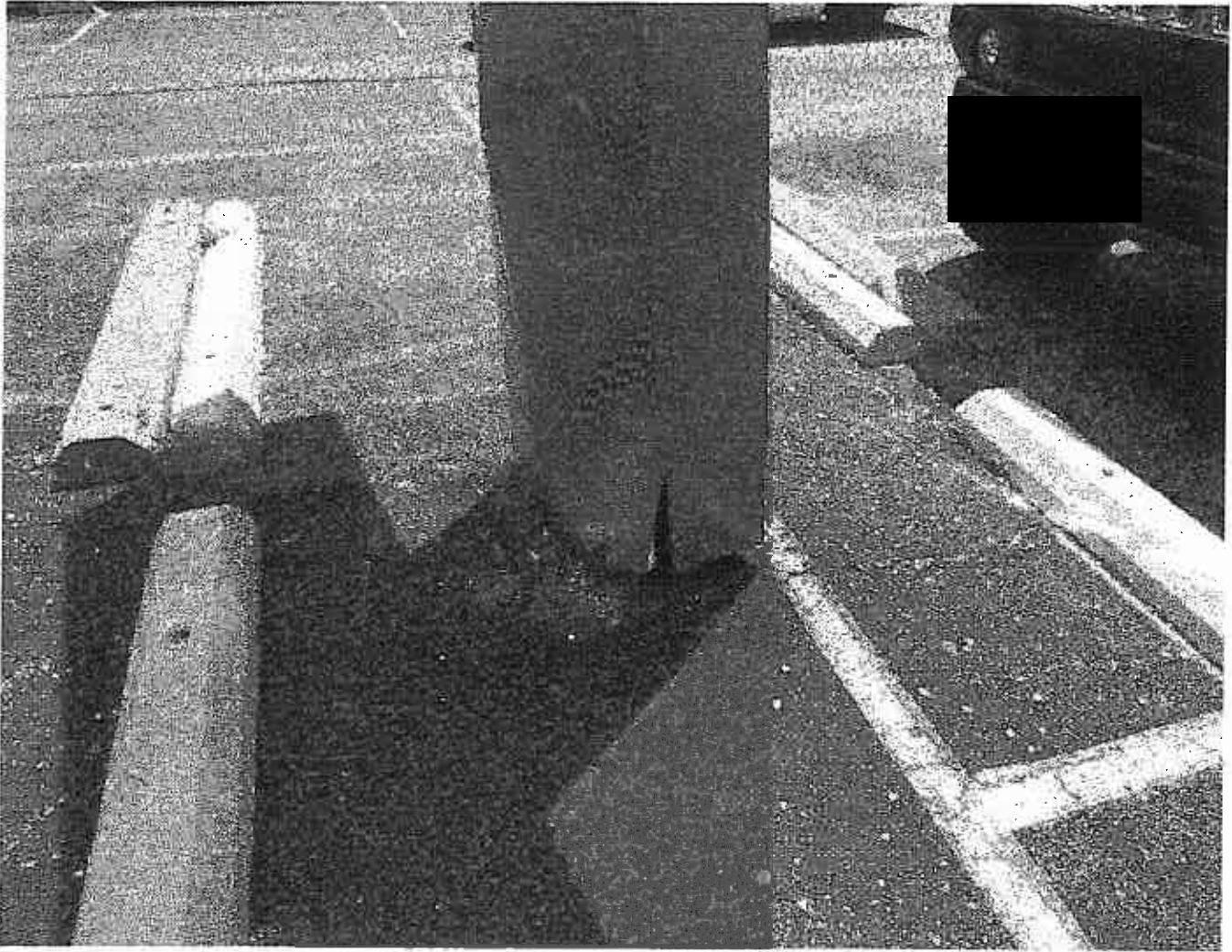
Damage to base of sign



6/25/2012

Page: 2

St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
(314) 821-4888 office
(314) 821-7625 fax



3

P6190123

Date Taken: 6/19/2012

Taken By: Jennifer Amrcin

Damage at the base of sign



Nixon and Company, Inc.

St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
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(314) 821-7625 fax



4

P6190124

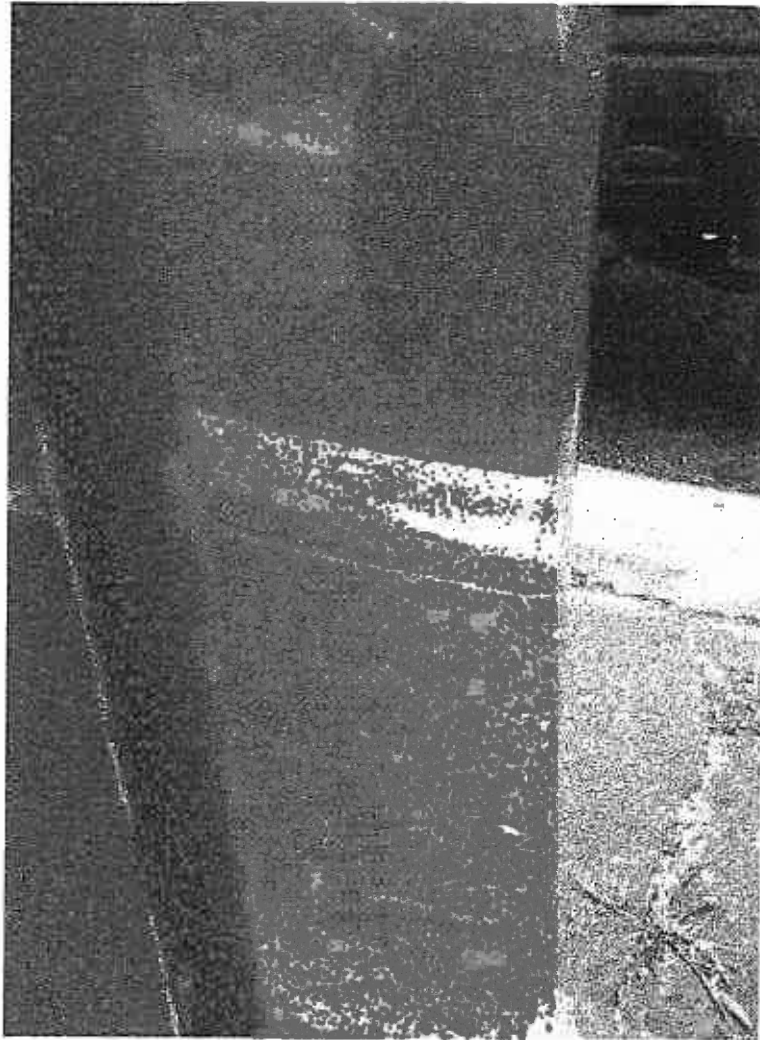
Date Taken: 6/19/2012

Taken By: Jennifer Amrein

Damage where sign attaches to the base



St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
(314) 821-4888 office
(314) 821-7625 fax



5 P6190125
Damage at base of sign

Date Taken: 6/19/2012

Taken By: Jennifer Amrein

St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
(314) 821-4888 office
(314) 821-7625 fax



6

P6190128

Date Taken: 6/19/2012

Taken By: Jennifer Amrein

Damage to base of sign. The sign is two pieces of steel, one being a 2' x 1' x 6' base and a 4' x 5' x 10" top that is perpendicular to the base.

St. Louis Property Claims Unit
P O Box 220999
St. Louis, MO. 63122-0999
(314) 821-4888 office
(314) 821-7625 fax



7

P6190130

Date Taken: 6/19/2012

Taken By: Jennifer Amrcin

Concrete barrier to one side of the sign, but this does not appear to be in any way related.

Missouri Secretary of State, Robin Carnahan

SOS Home :: Business Services :: Business Entity Search

- Search**
- By Business Name
 - By Charter Number
 - By Registered Agent
 - For New Corporations
Verify
 - Verify Certification
Registration Report
 - File Online
File Fictitious Name
Registration
 - File Online
 - Renew Online
File LLC Registration
 - File Online
Online Orders
 - Register for Online
Orders
 - Order Good Standing
 - Order Certified Documents

Filed Documents

Date: 6/19/2012 (Click above to view filed documents that are available.)

Business Name History

Name	Name Type
[REDACTED]	Legal

Fictitious Registration - Domestic - Information

Charter Number: X00241078
 Status: Fictitious Expired
 Entity Creation Date: 5/26/1992
 State of Business.: MO
 Expiration Date: 8/28/2009

Owners

Name: [REDACTED]
 Address: [REDACTED]
 St. Louis MO [REDACTED]

Name: [REDACTED]
 Address: [REDACTED]
 St. Louis MO [REDACTED]

Name: [REDACTED]
 Address: [REDACTED]
 St. Louis MO [REDACTED]

Name: [REDACTED]
 Address: [REDACTED]
 St. Louis MO [REDACTED]

Name: [REDACTED]
 Address: [REDACTED]
 St. Louis MO [REDACTED]

Commissions Phone: (573) 751-2783 Toll Free: (866) 223-6535	Corporations Phone: (573) 751-4153 Toll Free: (866) 223-6535	UCC Office Phone: (573) 751-4628 Toll Free: (866) 223-6535
--	---	---

600 West Main Street
 Jefferson City, MO 65101
 Main Office: (573) 751-4936

[home](#) [search](#) [site map](#)

St. Louis County, Missouri

Ownership / Legal Information - Tax Year: 2012

Locator ID 25K430354	Tax Year 2012	Tax District 101GG	City Code 000	Site Code 0095	Destination Code
Owner:		li Partnership			
Taxing Address:		Saint Louis, MO			
Care-Of Name:					
Mailing Address:		Chesterfield, MO			
Subdivision Book - Page:					
Assessor's Book - Page:		02 0133			
City Code - Name:		000 - Unincorporated	Trash District No.	5	
Subdivision:		Grant - Wood			
Legal Description: Brief legal only Not meant for recorded legal documents		Lot Pt 8			
Lot No.		Block No.			
Lot Dimensions:		0204/0200 0209/0166		Acres:	
Taxing Code:		A - Taxable	Land Use Code:	581	
Recorder's Date & Daily:		1999030100246	Deed Type:	QCD	
Deed Book - Page:		Book: 12002 Page: 1004			
Deed Information:		Locator Deed Search Information			

Note: The information on this site was last refreshed on Jun 19, 2012.

Assessment Information

CURRENT	Appraised				%	Assessed		
	Land	Improv.	Total			Land	Improv.	Total
Tax Year: 2012								
Residential:	0	0	0	19%	0	0	0	
Agricultural:	0	0	0	12%	0	0	0	
Commercial:	378,800	221,200	600,000	32%	121,220	70,780	192,000	
Total:	378,800	221,200	600,000		121,220	70,780	192,000	

PREVIOUS	Appraised				%	Assessed		
	Land	Improv.	Total			Land	Improv.	Total
Tax Year: 2011								
Residential:	0	0	0	19%	0	0	0	
Agricultural:	0	0	0	12%	0	0	0	
Commercial:	378,800	221,200	600,000	32%	121,220	70,780	192,000	
Total:	378,800	221,200	600,000		121,220	70,780	192,000	

[How To Appeal The Value Of Your House .pdf](#)

[Other Helpful Informational Brochures](#)

[Assessment FAQs](#)

Building Information

Locator ID: 25K430354	Tax Year: 2012	Card: 1	Living Units: 0
Year Built:	1966	Units:	
Building Number:	0001	Improvement Name:	
Structure Type:	RESTAURANT	Class:	C
Grade:	C	Identical Units:	1
Area Under Roof:	6160		

Sales History

Sales Date	Book/Page	Sale Price	Type	Validity
2/1/1982	10000 3387	\$250,000.00	Land & Building	X
7/1/1992		\$500,000.00	Land & Building	2
7/1/1992		\$500,000.00	Land & Building	2
3/1/1999	12002 995	\$0.00	Land & Building	V
3/1/1999	12002 996	\$0.00	Land & Building	V
3/1/1999	12002 1001	\$0.00	Land & Building	V
3/1/1999	12002 1004	\$0.00	Land & Building	V

Exterior										
Line	Sect	From	To	Year Built	Length x Width = Area	Perim	Use Type	Wall Height	Ext. Wall	Construction
1	01	01	01	1966	_ x _ = 6007	348	RESTAURANT	12	Concrete Block	Wood Frame/Joist/Beam
2	02	01	01	1966	_ x _ = 153	9	RESTAURANT	12	Frame	Wood Frame/Joist/Beam

Interior									
Line	Sect	From	To	Finish	Partition	Heat / Air	Plumbing	Phys.Cond	Funct. Util.
1	01	01	01	100	Normal	Hot Air / Central	Adequate	Normal	Normal
2	02	01	01	100	Normal	Hot Air / Central	Adequate	Normal	Normal

Other Features

Line	Int/Ext Line	Description	Measure 1	Measure 2	Elev. Stops	Identical Units
1	1	PORCH COVERED	80	8		1
2	2	OVERHEAD DR-WOOD/MTL	7	8		1

Other Buildings & Yard Improvements

Description	Units	Size	Grade	Condition	Year Built
PAVING ASPHALT PARKING	1	X Total Area: 20693	C	Normal	1966
FENCE CML CHAIN LINK	1	X Total Area: 2300	C	Normal	2001
PAVING CONCRETE AVERAGE	1	X Total Area: 375	C	Normal	2001

As a service to the public, the St. Louis County Assessor's office is pleased to present the information on this web site. We have tried to ensure that the information provided is as accurate as possible. The Assessor's Office makes no warranty or guarantee concerning the accuracy or reliability of the content at this site or at other sites which are linked to ours. Assessing accuracy and reliability of information is the responsibility of the user. The Assessor's Office shall not be liable for errors contained herein or for any damages in connection with the use of the information contained herein.



Case Print Report

Case Number CAS-2623557-D7K1K4

Case Opened Date 5/28/2013 12:25 PM

Case Closed Date 5/28/2013

Case Status Resolved

Case Last Modified 5/28/2013 12:29 PM

Responsible Team Tier 1 Inbound

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

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

MAY 29 2013

OFFICE OF THE,
GENERAL COUNSEL

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

LOUISVILLE KY [REDACTED]

Email

Dealer Bill Collins Ford Lincoln of Louisville

VIN 3FAHP0HA8AR [REDACTED]

Year 2010 Make FORD

Model FUSION Body Style P0H - SE 4-DR SEDAN

Symptom

Level 1

Level 2

Level 3

Level 4

Case Print Report

Case Number CAS-2623557-D7K1K4

Agent Name

Note Last Modified

Keaira Terry

5/28/2013 12:29 PM

Customer Says

-He has been having the same problem with his veh stalling
-He has been to the dirshp on three different occasions but they were unable to duplicate the concern
-He sees online this is a problem with the throttle body
-His daughter was driving the veh and it stalled out in the middle of a road causing her to get into a accident
His insurance company paid for over 6,000 in damage for the front of the engine
-After repairs the veh is still stalling out

1. Were any injuries sustained?

No

2. What are you seeking from Ford Motor Company?

A safe car that he can have for his daughter to drive

3. What was the date of the accident?

4/18/2013

4. What product defect is alleged to have caused the accident?

-She was driving the veh and it stalled out on her, she ran into a ditch and hot a stone pillar, there was 6,000 worth of damage

5. What is the City and State where the accident occurred?

Louisville KY,

6. Was a police report filed?

Yes

7. If a police report was filed, what were the findings?

Not sure

8. What is the police report number and in what city and county was the report filed?

Jefferson county

9. Has the customer filed a claim with their Insurance Company? (Yes or No)

Yes

10. If a claim has been filed with the insurance company, what is the status of the claim?

They covered the cost of 6,000 repairs

11. Is the vehicle repairable?

Yes

12. What is the name and address of customer's attorney? (only if the customer mentions they have sought one)

13. What mailing address would you like our Office of General Council to send your written response to? (You must

document the full address in the case Notes

[REDACTED]

Dealer

Bill Collins Ford Lincoln of Louisville

4220 Bardstown Road

Louisville, KY 40218

(502) 459-9550

Case Print Report

Case Number CAS-2623557-D7K1K4

CRC Advised

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.



KIMMEL & SILVERMAN
P.C.

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
* Member, CA Bar
* Member, WI Bar
* Member, TX Bar
* Member, WV Bar
* Certified by the New Jersey
Supreme Court as a Civil Trial
Attorney

JACQUELINE C. HERRITT
ROBERT A. RAPKIN
ANGELA K. TROCCELLI
FRED DAVIS
AMY L. BENNECOFF
CHRISTINA GILL ROSEMAN
RICHARD A. SCHOLER
TARA L. PATTERSON
W. CHRISTOPHER COMPONONO
TIMOTHY J. ABEEL, JR.
JOSEPH L. GENTILCORE
ALFRED J. TUMOLO III
ZACHARY S. KAPPEL

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) 866-4380, 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

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

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

August 22, 2013

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
August Term 001664, No. 001664

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)
AUGUST 2013 **001664**
 E-Filing Number: 1308028121

PLAINTIFF'S NAME JENNIFER L. GARRETT		DEFENDANT'S NAME FORD MOTOR COMPANY	
PLAINTIFF'S ADDRESS 936 BENTLEY RIDGE BLVD LANCASTER PA 17602		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 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input checked="" type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input checked="" type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input checked="" type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:		
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		FILED PROPROTHY AUG 16 2013 J. OSTROWSKI	
		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>JENNIFER L GARRETT</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY ROBERT A. RAPKIN		ADDRESS 30 EAST BUTLER PIKE AMBLER PA 19002	
PHONE NUMBER (215) 540-8888	FAX NUMBER (215) 540-8817		
SUPREME COURT IDENTIFICATION NO. 61628		E-MAIL ADDRESS rarpillyefile@lemonlaw.com	
SIGNATURE OF FILING ATTORNEY OR PARTY ROBERT RAPKIN		DATE SUBMITTED Friday, August 16, 2013, 11:04 am	

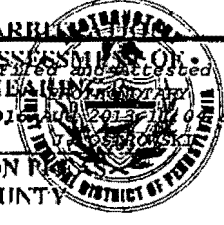
FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:15 AM - 05/06/2014

You must still comply with the notice below. USTED TODAVIA DEBE CUPLIR CON EL AVISO PARA DEFENDERSE.
This matter will be heard by a Board of Arbitrators at the time, date and place specified 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 de novo on appeal from a decision entered by a Judge.

30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARD BY
REQUESTED BY PLAINTIFF



JENNIFER L. GARRETT
936 Bentley Ridge Blvd.
Lancaster, PA 17602

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

v.

CIVIL ACTION

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

**NOTICE TO DEFEND
CODE: 1900**

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

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

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

AVISO

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

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

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

Case ID: 130801664

Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFF

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

JENNIFER L. GARRETT
936 Bentley Ridge Blvd.
Lancaster, PA 17602

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

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v.

CIVIL ACTION

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

COMPLAINT
CODE: 1900

1. Plaintiff, Jennifer L. Garrett, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 936 Bentley Ridge Blvd., Lancaster, PA 17602.

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 October 23, 2012, Plaintiff leased a new 2012 Ford Fusion, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 3FAHP0HA0CR405877.

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 \$14,409.15. 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. The first documented warranty repair attempt is believed to have occurred on or before October 26, 2012, when the vehicle odometer showed 229 miles. On that date, repair attempts were made to the stalling condition. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

11. The second documented warranty repair attempt is believed to have occurred on or before July 08, 2013, when the vehicle odometer showed 6,380 miles. On that date, repair attempts were made to the stalling condition. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

12. The third documented warranty repair attempt is believed to have occurred on or about August 07, 2013, when the vehicle odometer showed 6,744 miles. On that date, repair attempts

were made to the stalling concern. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

13. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

15. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

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

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

18. On or about October 23, 2012, 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.

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

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

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

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

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

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

22. 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.

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

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

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

26. 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.

27. 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.

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

29. 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).

30. 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

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

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

33. 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).

34. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;

(xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

(xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;

(xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

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

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

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

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

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

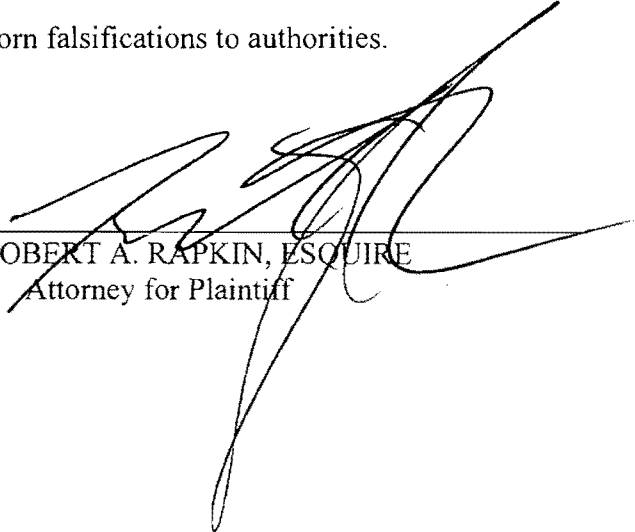
KIMMEL & SILVERMAN, P.C.

By: 

ROBERT A. RAPKIN ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888


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

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.



ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff

MOTOR VEHICLE LEASE AGREEMENT

1-800-727-7000  FordCredit www.fordcredit.com	LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code) JENNIFER L GARRETT 936 BENTLEY RIDGE BLVD LANCASTER PA 17602	LESSOR (Name and Address) CHAPMAN FORD, LLC PO BOX 430 3951 COLUMBIA AVE COLUMBIA PA 17512
--	--	--

"Finance Company" is **FORD MOTOR CREDIT COMPANY** The "Holder" is **CAB 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	172	2012 FORD FUSION SE	3FAHP0HAOCR405877	PERSONAL

1. Amount Due At Lease Signing or Delivery (Itemized Below) * \$ <u>3500.00</u>	2. Payments (a) Monthly Payments Your first monthly payment of \$ <u>311.69</u> is due on <u>10/23/12</u> (followed by <u>35</u> payments of \$ <u>311.69</u> due on the <u>22nd</u> day of each month. The total of Your monthly payments is \$ <u>11220.84</u> (b) Advance Payment Your Payment of \$ <u>N/A</u> is due on <u>N/A</u> The total of Your payment is \$ <u>N/A</u>	3. Other Charges (not part of Your monthly payment) Disposition fee (if You do not purchase the Vehicle) \$ <u>N/A</u> <u>N/A</u>	4. Total of Payments (The amount You will have paid by the end of the lease) Total \$ <u>N/A</u> 14409.15
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Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery: a. Capitalized cost reduction \$ <u>3006.26</u> b. First monthly payment \$ <u>311.69</u> c. Advance payment <u>N/A</u> d. Refundable security deposit <u>N/A</u> e. Title fees <u>22.50</u> f. Registration fees <u>N/A</u> g. Acquisition fee <u>N/A</u> h. TRANS FEE/LIEN FEE <u>11.00</u> i. TIRE TAX <u>5.00</u> j. ONLINE REG FEE <u>14.55</u> k. DOC FEE <u>129.00</u> l. <u>N/A</u> m. <u>N/A</u> Total \$ <u>3500.00</u>	6. How the Amount Due At Lease Signing or Delivery will be paid: a. Net trade-in allowance \$ <u>N/A</u> b. Rebates and noncash credits \$ <u>3500.00</u> c. Amount to be paid in cash <u>N/A</u> Total \$ <u>3500.00</u>
---	--

Your payments are determined as shown below

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>24800.00</u>) 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) **	\$ <u>25625.00</u>
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	- <u>3006.26</u>
c. Adjusted capitalized cost. The amount used in calculating Your base payment	= <u>22618.74</u>
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment	- <u>12719.20</u>
e. Depreciation and any amortized amounts. The amounts charged for depreciation and amortization through normal use and	= <u>9899.54</u>
f. Rent charge. The amount charged in addition to the depreciation and	+ <u>394.66</u>
g. Total of base payments. The depreciation and any amortized amount	= <u>10294.20</u>
h. Lease payments. The number of payments in Your lease	+ <u>36</u>
	285.94



l. N/A

m. Total payment \$ 311.6

n. 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 per mile for each mile in excess of 36172 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;** \$ 13219.20 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:

Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

FORD RENTAL CARE III

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: Co-Lessee:

13. **OFFICIAL FEES AND TAXES** \$ 949.14

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.

b. Credit Disability Insurance \$ N/A (Monthly Coverage) N/A (Premium) N/A (Insured(s))

N/A (Insurance Company)

Lessee: Co-Lessee:

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 for any one person and \$ 30000 for any one accident, and \$ 5000 for property damage.

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)

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

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
\$ <u>24800.00</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>230.00</u>	+ \$ <u>595.00</u>	+ \$ <u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>25625.00</u>

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.

Lessee: [Signature] By: Title: _____

Co-Lessee: _____ By: Title: _____

including repairs to Exterior Sheet Metal and Plastic Components and to Vehicle Safety Systems, including air bags and

to subtract any refund from the amount You owe under this lease. If You receive a refund, You must pay the amount of the refund

ENDING YOUR LEASE

26. 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.

27. RETURN OF VEHICLE If You do not buy the Vehicle at lease end, You must return it to Lessor unless Finance Company specifies another place. Prior to the scheduled return of the Vehicle, You may be requested to present the Vehicle for inspection at a reasonable time and location. Upon return of the Vehicle, You must pay the disposition fee, if any is shown on the front of the lease under Item 3 "Other Charges." If You fail to return the Vehicle within 10 days after Your scheduled termination date, You will be charged one Monthly Payment and Your term will be extended one month. If You continue to fail to return the Vehicle You must pay damages to Finance Company, including amounts payable under default. Payment of these amounts will not allow You to keep 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, plus (b) any other amounts then due under the lease (except charges for excess wear and use and mileage). If You entered into an Advance Payment Lease, and the value 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 designated intermediary upon the sale of the vehicle at wholesale or other commercially reasonable manner, or (b) as determined by a 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

designated by Finance Company at any time if You are not in default. If You have a Monthly Payment Lease, you must pay the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) the amount by which the lease end purchase option price (Item 10) exceeds the Residual Value (Item 7d), plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law. If You have an Advance Payment Lease, you must pay the following: (a) the lease end purchase option price (Item 10) less (b) any unearned Rent Charges, plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law.

31. DEFINITION OF TERMS

Unpaid Adjusted Capitalized Cost If You have a Monthly Payment Lease, the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost and is reduced each month on the due date by the difference between the Base Monthly Payment and the 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, until Finance Company receives payment of the insurance proceeds, You agree to continue to make Your Monthly Payments. If You have an Advance Payment Lease, after any insurance 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.

ADDITIONAL INFORMATION

38. ASSIGNMENT AND ADMINISTRATION When You and Lessor sign this lease, Lessor will assign its (or) Holder, Finance Company or a substitute will administer this lease. You must then pay, in U.S. funds, all amounts due under this lease to Finance Company. If Finance Company is not the Holder of this lease, Holder has appointed Finance Company as its agent for Holder. Finance Company has the

40. 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).

41. CONSUMER REPORTS You authorize Finance Company and Holder

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - LESSOR PLY 4 - CO-LESSEE/GUARANTOR

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

Previous editions may NOT be used.

FC 19037-AP
FC 19037-AP MAY 11

Lessor: CHAPMAN FORD, LLC

Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.

Lessor and Lessee are hereby notified that Holder has assigned to CI Exchange, in its capacity as Holder's qualified intermediary, its right (but not its obligations) to this lease.

Co-Lessee: [Signature] BY: X

Lessee: [Signature] BY: X

lease by the Lessor to Holder.

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.

FROM: WEIERBACH FAX NO.: 560 5730

Aug. 12 2013 10:12AM P7

ADDITIONAL TERMS AND CONDITIONS

1. These definitions apply to this Agreement.

- "Dealer" "us" "our" and "we" mean or refer to the authorized Dealer named on the face of this Agreement and who becomes a party to this Agreement by accepting it.
• "Buyer" and "you" mean or refer to the party executing this Agreement as such.
• "Manufacturer" means the corporation that manufactured the Vehicle.
• "Vehicle" is the vehicle or chassis that is the subject of this Agreement.
• "Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.

We are not the Manufacturer's agent. You and we are the sole parties to this Agreement. References in this Agreement to Manufacturer are for the purpose of describing certain contractual relationships between the Manufacturer and us relating to new vehicles.

2. We may change the cash delivered price of the Vehicle before it is delivered to you. We may only do this if the increase is because a law or regulation of the United States or Pennsylvania is passed which (a) requires the addition of new equipment to vehicles of the series and body type of the Vehicle, (b) changes transportation costs or existing tax rates; or (c) if the vehicle is a foreign-made vehicle, is due to a revaluation of the United States dollar vis-à-vis the currency of the country of manufacture. If we do, you may cancel this Agreement. If you cancel, we will return any Trade-in to you, unless we have sold it. You agree to pay reasonable storage and repair charges. If we have sold the Trade-in, we will pay you the sales price, less a sales commission of 15% and any expense in storing, insuring, conditioning or advertising it for sale.

3. If you don't deliver your Trade-in to us until we deliver the Vehicle to you, we will reappraise the Trade-in at that time, subject to applicable law. The reappraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, you may cancel this Agreement. You must exercise your right to cancel before we deliver the Vehicle to you and you surrender the Trade-in to us.

4. You agree to give us satisfactory evidence of title to any Trade-in when you deliver it to us. You warrant any Trade-in to be your property. You warrant that the Trade-in is free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title. You represent that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in unless you have noted other mileage on this Agreement. You authorize us to rely on this representation in entering into this transaction. If you provide false information, you will repurchase the related trade-in from us for the full price allowed to you plus all costs we incur in resolving this matter including but not limited to reconditioning costs, legal fees, court and collection costs.

5. If you fail or refuse to accept delivery of the Vehicle or comply with this Agreement, we may keep as liquidated damages any cash deposit you made, to the extent not prohibited by law. We may reimburse ourselves for any expenses and losses we incur or suffer as a result of your failure or refusal. Such expenses and losses may include our reasonable attorneys' fees. This section doesn't apply if you cancel this Agreement under section 2 or 3.

6. The Manufacturer may change the design of any vehicle, chassis, accessories, or parts at any time without notice and without obligation. The Manufacturer may also make the same or any similar change upon any vehicle, chassis, accessories, or parts already bought by or shipped to us or being manufactured or sold in accordance with our orders. If the Manufacturer makes such a change, we have no obligation to you to make the same or any similar change in the Vehicle or its parts either before or after we deliver the Vehicle to you.

7. We aren't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence.

8. The vehicle price includes reimbursement for Federal Excise taxes. The Vehicle price doesn't include sales taxes, use taxes or occupational taxes based on sales volume, (federal, state or local) unless expressly so stated. You agree to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.

9. If this Agreement shows a charge for Credit Insurance, this paragraph applies. The Credit Insurance provisions in any retail installment contract you later sign related to this Agreement will apply. If such insurance is wholly or partly unavailable under the designated policy, we will deduct the applicable part of the Credit Insurance charge shown in this Agreement and the related finance charge from the Total Time Balance. If such insurance does not become effective, we will notify you of that fact. This Agreement and any related retail installment contract you sign shall otherwise remain fully effective, to the extent provided by applicable law.

10. You agree to sign such agreements or documents as we may require to effect the terms and conditions of payment shown in this Agreement.

11. Payoff information shown on the front of this Agreement is provided by you and/or your lienholder. Should the actual payoff(s) be less, we will refund the difference to you. If the payoff(s) is more, you agree to remit the difference to us within three business days of notification of the difference.

12. This Agreement is an agreement to buy the Vehicle. If there is an Unpaid Balance, your obligation to buy and our obligation to sell the Vehicle are expressly conditioned upon you obtaining financing for the Unpaid Balance. You have two business days from the date of this Agreement to obtain such financing. If you pay us with a check that is dishonored or unpaid for any reason, we may make claims against you on the check. In addition, to the extent permitted by law, we will charge you a \$25 returned check charge.

THIS AGREEMENT MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

MANAGER'S APPROVAL (Must be Accepted By an Authorized Representative of the Dealer)

CO-BUYER SIGNS X DATE

BUYER SIGNS X DATE 10/23/2012

BUYER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE.

DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER.

THIS AGREEMENT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THE AGREEMENT SIGNED BY AN AUTHORIZED

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative. YOU, THE BUYER, MAY CANCEL

signing this Agreement, acknowledges that he has read its terms and has received a true copy of this Agreement.

the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by

supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract.

FROM: WEIERBACH FAX NO.: 560 5730 Aug. 12 2013 10:15AM P9



Chapman Ford, LLC
 3951 Columbia Ave. P.O. Box 430
 Columbia, Pa. 17512-0430
 (717) 285-7111 (717) 252-3624
 Fax (717) 285-5588
 See our web site: www.chapmanfordpa.com

DEAL NO: 58976 CUST NO: 48146

<input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> DEMO <input type="checkbox"/> CAR <input checked="" type="checkbox"/> TRUCK PLEASE ENTER MY ORDER FOR THE FOLLOWING PRIOR USE:				NAME	DATE
2012 FORD FUSION SE				JENNIFER L GARRETT	10/23/20
936 BENTLEY RIDGE BLVD				STREET	
LANCASTER PA 17602				CITY STATE ZIP	
3 F A H P O H A Q C R 4 0 5 8 7				PHONE RES. 7 (717) 475-2376	PHONE BUS.
ENC TO CAB EAST LLC				DESCRIPTION / OTHER	
260 INTERSTATE N CIRCLE NW ATLANTA GA 30339				24800 (
AMOUNT: 22618.74				3500 (
IN 36 MONTHLY PAYMENTS OF \$ 311.69 EACH					
STARTING 22nd DAY OF NOVEMBER YEAR 2012				SALE PRICE	
STOCK NO. 405877 SALESMAN JOHN CARRITHERS				REBATE	
DESCRIPTION OF TRADE IN				TRADE	
YR. MAKE MODEL TYPE				BALANCE	
COLOR TRIM MILEAGE				WARRANTY	
VIN				AFTERSALE	
TITLE NO. PLATE NO. EXP DATE				FORD <i>Rental</i> 2300 (
COLLISION COVERAGE				TAXABLE BALANCE	
NAME OF AGENT: LIBERTY MUTUAL DIRECT PHONE (717) 291-7555				SALES TAX	
ADDRESS: 1850 WILLIAM PENN WAY LANCASTER PA 17601				LUXURY TAX	
POLICY NUMBER: AOS 288-526926-40 2 7 COLLISION DEDUCTIBLE 1000.00				PAYOFF ON TRADE	
INSURANCE CO. LIBERTY MUTUAL SPOKE WITH				21530 0	
EFFECTIVE DATE 07/25/2012 EXP DATE 07/25/2013 VERIFIED BY				21530 0	
WARRANTY INFORMATION				NEW TAG AND REG 22.50 6.00 5.00 33.5	
<input type="checkbox"/> 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 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.				TRANSFER FEE 129 0	
<input type="checkbox"/> 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.				TIRE TAX /	
<input type="checkbox"/> 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.				LIENHOLDER FEE 5 0	
PURCHASER'S SIGNATURE X				TITLE FEE 14 5	
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.				OLR STATE FEE	
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 \$				OLR DEALER FEE	
PURCHASER'S SIGNATURE X				MESSENGER FEE	
Purchaser hereby acknowledges to the above clause.				NOTARY SEALS 21712 0	
				DOCUMENTARY FEE /	
				AMOUNT DUE TOTAL	
				LESS DEPOSIT WITH ORDER	
				LESS AMOUNT FINANCED	
				CASH DUE ON DELIVERY /	
				CASH DUE ON DELIVERY /	
				CASH DUE ON DELIVERY 21712 0	



Chapman Ford, LLC

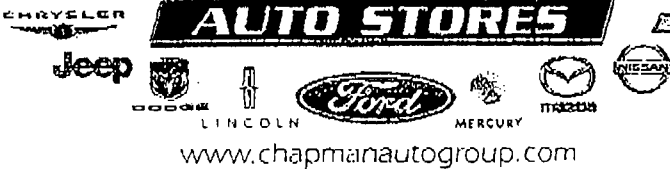
3951 Columbia Ave. P.O. Box 430

Columbia, Pa. 17512-0430

(717) 285-7111

Fax (717) 285-5582

See our web site: www.chapmanfordpa.com



www.chapmanautogroup.com

CUSTOMER NO. 48146	ADVISOR SHANE TOPPER	5646	TAG NO.	INVOICE DATE 10/26/12	INVOICE NO. FOC5169115
JENNIFER L GARRETT 936 BENTLEY RIDGE BLVD LANCASTER, PA 17602-5750	LABOR RATE	LICENSE NO.	MILEAGE 229	COLOR WHI SUEDE/M	405877
EMAIL: H@LIVE.COM	YEAR/MAKE/MODEL 12/FORD/FUSION/4DR SDN SE FWD	DELIVERY DATE 10/23/12	DELIVERY MILES 172	SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE 717-435-9440	VEHICLE I.D. NO. 3FAHP0HA0CR405877	R.O. DATE 10/26/12	COMMENTS	MO: 229	
BUSINESS PHONE 560-9190					

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.

LABOR

CUSTOMER STATES VEHICLE SHUTTING OFF CHECK AND ADVISE
TECHNICIAN VERIFIED CONCERN AND PERFORMED QUICK TEST
NO CODES PPT TESTING PID EXCEEDED 3 DEGREES
REPLACED ELECTRONIC THROTTLE BODY
DROVE ON EMISSIONS DRIVE AND RETESTED
ALL SYSTEMS PASS

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	DS7Z-9E926-A	THROTTLE BODY			0.00
JOB# 1 TOTALS						0.00
JOB# 2 CHARGES						0.00
LABOR						0.00
PERFORM MULTIPPOINT INSPECTION						0.00
JOB# 2 TOTALS						0.00
COMMENTS						0.00
TO OUR VALUED CUSTOMER, IF YOU WOULD LIKE TO BE CONTACTED BY E-MAIL PLEASE ENTER YOUR E-MAIL ADDRESS HERE:						0.00
TOTAL PARTS						0.00
TOTAL LABOR						0.00
TOTAL TAX						0.00
TOTAL MISC CHG						0.00
TOTAL MISC DISC						0.00
TOTAL TAX						0.00
TOTAL INVOICE \$						0.00

Cash Charge Check Credit Card

REMANUFACTURED AND/OR FORD AUTHORIZED REMANUFACTURED PARTS MAY HAVE BEEN USED IN THE REPAIR(S) OF YOUR VEHICLE

REMEMBER WE ARE OPEN SATURDAYS FROM 8:00 AM TO 4:00 PM IN THE PARTS AND SERVICE DEPARTMENTS



Chapman Ford, LLC
3951 Columbia Ave. P.O. Box 430
Columbia, Pa. 17512-0430
(717) 285-7111
Fax (717) 285-5582
See our web site: www.chapmanfordpa.com

THANK YOU

Printer: TRI-STATE BUSINESS FORMS (888) 579-3636 (3867485)



Wolf Motor Co.
DBA Chapman Ford of Lancaster



5201 Manheim Pike
East Petersburg, Pa. 17520
Phone (717) 299-4331
See our Web Site: www.chapmanfordlanaster.com

www.chapmanautogroup.com

CUSTOMER NO. 45	NAME JAMES MOTTERSHEAD 5638	TAG NO.	INVOICE DATE 07/18/13	INVOICE NO. FQCS242960
JENNIFER L. GARRETT 936 BENTLEY RIDGE BLVD. LANCASTER, PA 17602	LABOR RATE	LICENSE NO.	MILEAGE 6,380	COLOR WHITE PLATN
JL.H@LIVE.COM	12/FORD/FUSION/4DR SDN SE FWD	DELIVERY DATE	DELIVERY MILES	STOCK NO.
RECEIVE 475-2376	3FAHP0HA0CR405877	DEALER NO.	PRODUCTION DATE	
717-475-2376	COMMENTS	R.O. DATE 07/08/13		
				MO: 6434

JOB# 1 CHARGES
LABOR

CUSTOMER STATES INTERMITTANT VEHICLE STALLING WHILE DRIVING HAPPENED 3 TIMES IN 5 MIN ON FRIDAY LOSS OF POWER BEFORE. TEST DROVE AND VERIFIED CONCERN 1 TIME EEC TESTED AND FOUND NO CODES PERFORMED ETB TESTING PASSES. PERFORMED PID MONITOR ROAD TEST AND FOUND NOTHING ABNORMAL CONTACTED HOTLINE WAS ADVISED TO INSPECT MAF SENSOR AND PID BOTH OK INSPECTED MAF SENSOR AND PID BOTH OK IN MAF IN RELATION TO TP2 AND FOUND BOTH OK PERFORMED SWEEP TEST ON APP1 APP2 TP1 AND TP2 ALL OK WAS CONTACTED BY FSE AND WAS ADVISED TO LOAD TEST ALL POWERS AND GROUNDS TO PCM ALL TEST OK PERFORMED PINFIT TEST ON EEC RELAY OK PERFORMED WIGGLE TEST OF HARNESS 06 TEST DROVE WITH FLIGHT RECORDER AND WAS ABLE TO VIEW INTERMITTANT INSTANCES OF TP2 LOGGING BEHIND APP1 APP2 AND TP1. REPLACED ETB AND CLEANED KAM ROAD TESTED AND VERIFIED ALL PIDS READING OK. VEHICLE IS DRIVING OK NOW ALSO FOUND PINS 3 4 5 AND 6 OF DLC TO BE SPREAD APART REMOVED AND REPAIRED PINS OK NOW.

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.

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	DS7Z-9E926-D	THROTTLE 586677			0.00
				TOTAL - PARTS		0.00

JOB# 1 TOTALS
JOB# 1 JOURNAL PREFIX FQCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES
LABOR

PERFORM MULTI-POINT INSPECTION

JOB# 2 TOTALS
JOB# 2 JOURNAL PREFIX FQCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES
LABOR

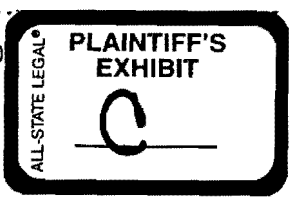
Added Operation (4MOTTERSHEAD @ 07/18/2013 16:25)
TRANSPORTATION ASSISTANCE TO ENSURE CUSTOMER SATISFACTION

SUBLET	PO#	VEND INV#	INV DATE	DESCRIPTION	TOTAL - SUBLET	WARRANTY
	128080		07/18/13	LOANER CAR		0.00

JOB# 3 TOTALS
JOB# 3 JOURNAL PREFIX FQCS JOB# 3 TOTAL 0.00

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

Wolf Motor Co.
DBA Chapman Ford of Lancaster
5201 Manheim Pike
East Petersburg, Pa. 17520
Phone (717) 299-4331



For Purchase: THE STATE BUSINESS FORMS (08/01) 578-3695 (12/2011/13)

THANK YOU



www.chapmanautogroup.com

Wolf Motor Co.
DBA Chapman Ford of Lancaster
 5201 Manheim Pike
 East Petersburg, Pa. 17520
 Phone (717) 299-4331
 See our web site: www.chapmanfordlanaster.com



RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
	<i>LOANER</i>				<i>tech 296</i>		

SERVICE HISTORY

DATE	REPAIR ORDER	MI/LEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
07/08/13	242960	6380	5638	296	W	24F02	DRIVEABILITY
				296	C	77F0Z099P	MULTIPOINT INSPECT
				296	W	98F0Z00	LOANER CAR
				296	C	77F0ZGBATT	BATTERY IN GREEN
				296	C	77F0ZGBK	BRAKES CHECKED & OK
				296	C	77F0ZGTIRE	TIRE(S) CHECKED & OK

SALESPERSON NO.

SERVICE

STATE REG# 8725

SAVE **3FAHP0HA0CR405877** YEAR/MAKE/MODEL **12/FORD/FUSION/4DR SDN SE FWD** PRODUCTION DATE STOCK NO. LICENSE NO. **244022**

PARTS FOR **JENNIFER L. GARRETT** CUSTOMER/MI. SERVICE CONTRACT DELIVERY DATE DELIVERY MILES SELLING DEPARTMENT **07/31/13**

CUSTOMER **936 BENTLEY RIDGE BLVD. LANCASTER, PA 17602** COLOR **WHITE PLATINIUM/** CONTRACT NO. EXPIRATION DATE EXPIRATION MILES TAILING

Yes **DL.H@LIVE.COM** TURBO **N** DISC **F0ZZ** AIR COND. **Y** P.S.Y. **A** TRANS **A** MILEAGE **6,744** ADVISOR NO. **3638** ADVISOR **JAMES MOTTERSHEAD**

No RESIDENCE PHONE **717-475-2376** BUSINESS PHONE **09:04am 07/31/13 06:00pm** PRIORITY **Your E-Mail Address *out 6757***

APPOINTMENT Yes No **560-9190** LABOR RATE ***[Signature]***

ORIGINAL CUSTOMER ESTIMATE:	PARTS	LABOR	TOTAL
X	0.00	0.00	0.00

COMMENTS : **LOANER**

C 24F0Z01 DRIVEABILITY DIAG

CUSTOMER STATES THAT THE VEHICLE STILL FEELS AS IF IT IS GOING TO SHUT OFF.

9002 A 1.9
9653 A 0.7
12650 D 0.2
12650 DB1 0.5

3.3

Keys ONLY

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.

INITIAL YOUR CHOICE

- I AUTHORIZE YOU TO COMPLETE THE ABOVE REPAIRS
- I AUTHORIZE THE ABOVE REPAIRS UP TO \$ _____
- DO NOT PERFORM ANY REPAIRS UNTIL I AM NOTIFIED OF THE EXACT NATURE OF THE REPAIRS AND THE TOTAL PRICE OF SUCH CHARGES \$ _____

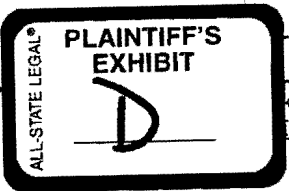
CUSTOMER SIGNATURE

ORIGINAL ESTIMATE \$	AUTHORIZED ADD'L REPAIRS \$	ADD'L REPAIRS CKD BY
DATE	TIME	EMPLOYEE RECEIVING AUTHORITY

SPECIFIC AUTHORIZATION GIVEN

CUSTOMER CALLED FOR VEHICLE PICKUP _____ AM/PM/DATE _____

W# () _____ 244022



For Reorder: TRI-STATE BUSINESS FORMS (800) 579-3636 (1173190)

STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
		244022		OFF
		244022		ON
		244022		OFF

Programmed CFZ & installed before driving to catch any possible concerns. Test drive & found no problems. EEC tested & system passes on HAFED water & continuous memory. Retrieved mode 6 data & found no ODD tests out of spec. Contacted hotline. Contact was escalated within Ford. Was advised to inspect the consisters for signs of fuel. Removed & found raw fuel. Contacted hotline & was advised to remove tank & inspect fuel level limit valve. Removed tank & inspected. Valve appears to be washing at this time. Washed tank. Installed new equip consisters. Tested EVA P system. EVA P system passes test now. Advise customer to not "top off" tank after pump stops. Test drive & have no concerns.

★ See hotline contact #

106555975

STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
	33	244022		OFF
		244022		ON

PARTS RETURNED

90653

106555975

FIRST CLASS



U.S. POSTAGE & METALS
ZIP 10002 \$ 007.37⁰
02 107
0001378695 AUG 22 2013

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.
CERTIFIED MAIL™



7013 0600 0000 6326 1001

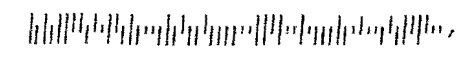
First Class Mail



KIMMEL & SILVERMAN
P.C.

30 East Butler Pike, Ambler, PA 19002

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



FIRST CLASS

0001327LC

Case Print Report

Case Number CAS-2778690-T9H9R2

Case Opened Date 7/8/2013 2:06 PM

Case Closed Date 8/16/2013

Case Status Resolved

Case Last Modified 8/16/2013 11:09 AM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Buyback Request > Non-California Vehicle > CCT Criteria

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]
LANCASTER PA [REDACTED]

Email [REDACTED]

Dealer Chapman Ford Sales

VIN 3FAHP0HA0CR [REDACTED]

Year 2012 Make FORD

Model FUSION Body Style P0H - SE 4-DR SEDAN

Symptom

Level 1 Driving Performance

Level 2 Hesitates/Stumble

Level 3 Cruise/ Steady Speed

Level 4 Intermittent

Case Print Report

Case Number CAS-2778690-T9H9R2

Agent Name	Note Last Modified
------------	--------------------

FordCRMAppUserAccount CRM 7/8/2013 2:18 PM

=eng sputters and hesitates been to dlr 3 times first two tech could not duplicate concern= third time tech replaced throttle = repair lasted awhile = 7/05 veh shuttered and hesitated 3 times =took veh back to dlr = veh at dlr = cust wants out of the lease with this veh = veh is unsafe to drive afraid she will be in an accident =

Chapman Ford Sales of Lancaster
5201 Main Street
East Petersburg, PA 17520
(717) 299-4331

I will escalate your case/request to our Ford Regional Customer Service Manager who works daily with your dealership's management team (his/her name is Jennifer 53701.....). The Ford Regional Customer Service Manager has access to all Ford resources and will use these resources to assist you and your dealership regarding your situation. The Ford Regional Customer Service Manager will receive the information you have just provided me and will do a thorough review on your behalf. You can expect a phone call from your Customer Service Manager within 2 business days.

CAS-2778690-T9H9R2

FordCRMAppUserAccount CRM 7/30/2013 12:34 PM

CSM Jen X77701 - initial review - 1 veh - LTV 88 - 12 Fusion - gas engine - WSD 10/23/12 - 6,000 miles - no related AWS repairs - no related NHL contacts - no open FSAs - RentalCare ESP

Email sent to SM Mike

FordCRMAppUserAccount CRM 7/30/2013 12:34 PM

OBC DLR - spoke with Tech John - havent been able to dup - once it did happen when getting the veh into the shop the veh sort of stumbled and shot up - the response from Hotline referenced looking at mass air flow and the sensors - the only seen TP2 hits max voltage at three-quarter throttle - the mass air dirty signal will go off and TP 2 will got dirty then the mass air clears up and then the TP2 will clear - still working veh came in on the 8th - issues in Oct when a throttle body was put in @ Chapman of Columbia - issue has already been escalated in hotline to the escalation team - tech is very weary of releasing the veh to the cust since the cust stated it happened 3 times on friday

OBC DLR (Chapman of Colombia) (717) 285-7111 - spoke with SA Dustin - the 1st time the customer was in was 10/26/12 @ 229 miles - dlr replaced throttle body and was returned the same day - the only other history for the veh is the pre purchase write up

OBC CUST [REDACTED] - adv cust dlr is going to be working with the FSE - adv cust we will not be able to buy the veh back and our committment is to the veh warranty - cust inquired about rental assist after the rental care ESP runs out of days - adv cust i will cover any additional days needed - while veh being looked at - cust inquired to what will happen if the FSE is unable to fix the issue - adv cust i cant speak on what may happen but i will review to see if there are is anything else that can be done - adv cust i will monitor the engineering notes and contact once a resolution has been determined about FSE involvement

Case Print Report

Case Number CAS-2778690-T9H9R2

FordCRMAppUserAccount CRM 7/30/2013 12:34 PM

Upon review of NHL contact# CJZBV009 - FSE assistance has been requested - no response from FSE at this time - resetting f/u for 7/17 to check on status of FSE

FordCRMAppUserAccount CRM 7/30/2013 12:34 PM

Upon review of NHL contact# CJZBV009 - the FSE has recommended to replace the ETB

OBC DLR - spoke with SA Nick - adv cust is working SA Jim - would need to speak with Jim - left contact info for SA CB

FordCRMAppUserAccount CRM 7/30/2013 12:34 PM

IB VM from SA Jim - the dlr has determined the issue is with the throttle body - installed - put 25-30 miles - no recurrence of the concern - dlr will drive veh again tomorrow - if not recurrence of the concern the veh will be returned to the cust

OBC CUST [REDACTED] - no answer left VM with contact info - adv of info from SA Jim - adv will f/u 7/24

FordCRMAppUserAccount CRM 7/30/2013 12:34 PM

OBC DLR - cust is back in veh - RO is still opened

FordCRMAppUserAccount CRM 7/30/2013 12:34 PM

OBC CUS [REDACTED] - no answer left VM with contact info - checking on status of veh - setting f/u for 7/29

FordCRMAppUserAccount CRM 7/30/2013 12:34 PM

OBC CUST [REDACTED] - third and final attempt to reach - adv that veh completed and returned and if there are continued issue to reach out to CSM - no further CSM action required

Jennifer Mougey 7/30/2013 12:36 PM

IBC CUST - cust stated that the veh is not repaired - the issue has come back - the veh is being taken back to the dlr tomorrow morning - the dlr stated a rental veh will be provided at pick up - adv cust will f/u once the dlr has an update on the info

Jennifer Mougey 8/2/2013 1:49 PM

OBC DLR 717-299-4331- the veh is already hooked up to the flight recorder - there are no current concerns with the veh - dlr is going to continue to diag the veh - adv dlr to have tech re contact hotline since the tech assist request has been closed - dlr will contact engineering and report concern

Jennifer Mougey 8/2/2013 1:50 PM

OBC CUST [REDACTED] - no answer left VM with contact info - f/u 8/7

Jennifer Mougey 8/7/2013 3:40 PM

OBC CUST [REDACTED] - no answer left VM with contact info - adv re-escalated concern to FSE - f/u 8/14

Jennifer Mougey 8/13/2013 6:01 PM

upon review engineering notes - tech was unable to dup concern when veh was full of fuel - dlr has refueled and is continuing testing

Case Print Report

Case Number CAS-2778690-T9H9R2

Jennifer Mougey

8/14/2013 5:09 PM

OBC CUST [REDACTED] - no answer left VM with contact info - f/u 8/22

Jennifer Mougey

8/16/2013 11:06 AM

OBC DLR - spoke with SA Jim - dlr found that fuel was getting into module and flooding engine causing the choke up - dlr has spoke with cust about it - cust swears no overfill is taking place - dlr filled veh and tested with no concern - cust stated that she filed complaint with LL

Jennifer Mougey

8/16/2013 11:08 AM

OBC CUST [REDACTED] - final attempt to reach - dlr did adv of LL complaint - adv cust closing case - no action required by CSM if LL is being involved - if cust needs to speak with CSM about veh and is not pursuing LL can contact CSM - closing case

Case Print Report

Case Number CAS-2778690-T9H9R2

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
FordCRMAppUserAccount CRM	7/8/2013 2:18 PM	phonecall	CALL From - 66488
Jennifer Mougey	7/8/2013 3:59 PM	fmc_transferescalate	Transfer / Escalate
FordCRMAppUserAccount CRM	7/30/2013 12:34 PM	fmc_schedulefollowup	Schedule Follow-Up
FordCRMAppUserAccount CRM	7/30/2013 12:34 PM	fmc_schedulefollowup	Schedule Follow-Up
FordCRMAppUserAccount CRM	7/30/2013 12:34 PM	incidentresolution	Case Resolution
FordCRMAppUserAccount CRM	7/30/2013 12:34 PM	fmc_schedulefollowup	Schedule Follow-Up
FordCRMAppUserAccount CRM	7/30/2013 12:34 PM	fmc_schedulefollowup	Schedule Follow-Up
FordCRMAppUserAccount CRM	7/30/2013 12:34 PM	fmc_closecase	Close Case
FordCRMAppUserAccount CRM	7/30/2013 12:34 PM	fmc_reopencase	Re-Open Case
FordCRMAppUserAccount CRM	7/30/2013 12:34 PM	fmc_schedulefollowup	Schedule Follow-Up
Jennifer Mougey	8/2/2013 1:50 PM	fmc_schedulefollowup	Schedule Follow-Up
Jennifer Mougey	8/7/2013 3:39 PM	fmc_schedulefollowup	Schedule Follow-Up
Jennifer Mougey	8/14/2013 5:07 PM	fmc_schedulefollowup	Schedule Follow-Up
Jennifer Mougey	8/16/2013 11:09 AM	fmc_schedulefollowup	Schedule Follow-Up
Jennifer Mougey	8/16/2013 11:09 AM	incidentresolution	Case Resolution
Jennifer Mougey	8/16/2013 11:09 AM	fmc_closecase	Close Case

Case Print Report

Case Number MRS-08120635221415 80100001

Case Opened Date 12/17/2012 11:33 PM

Case Closed Date 7/9/2013

Case Status Resolved

Case Last Modified 7/9/2013 9:53 PM

Responsible Team Historical Team

Case Classification MORS History > INQUIRY > ROADSIDE ASSISTANCE > ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]

LANCASTER PA [REDACTED]

Email [REDACTED]

Dealer

VIN 3FAHP0HA0CR [REDACTED]

Year 2012 Make FORD

Model FUSION Body Style P0H - SE 4-DR SEDAN

Symptom

Level 1 Maintenance/ Pre Delivery

Level 2 Pre Delivery Check

Level 3 Other

Level 4 Other

Case Print Report

Case Number MRS-08120635221415 80100001

Historical Case Action Type	Origin Description	Action Modified By	Action Last Modified
ROADSIDE ASSISTANCE-TIRE CHANGE DISPATCH COMPLETE	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	12/17/2012 11:33:00 PM
ROADSIDE ASSISTANCE-TOW-WHEEL LIFT DISPATCH COMPLETE	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	7/9/2013 12:34:00 AM

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# :	CJZBV009 NHL	Reviewed Status:	Received:	10/26/2012	
CCRG/EPRC:	S		Date:	07/10/2013	
Vehicle:	2012,FUSION ,SE ,4 DOOR ,SEDAN ,3FAHP0HA0CR4		Build Date:	06/12/2012	
Odometer :	6,744 M	Engine:	2.5L DOHC	Calibration:	ADE1F40A
Transmission:	6SP 6F MID	Axle:	3.066RATIO	A/C:	YES
Dealer:	USA 03955 Chapman Ford Sales		Phone#:	(717) 299-4331	
City:	East Petersburg	State:	Pennsylvania	Country :	USA
Originator:	ROBERT GROFF				
Symptom:	5 54 2 39 DRV PERF,LACK/LOSS PWR ,ACCEL,INTERMITTENT				
Status:					
VFG:	V52 DRIVEABILITY				
Additional Symptom:	INTERMITTANT FMEM				
Fix: Y	Causal Component :	CANISTER VENT VALVE -- RPL			
Condition Code:					

Hotliner: SFRENC20

Phone:

Regn Cd: N3 Philadelphia

Engineering:

Phone:

TAR: CLD

Dir Contact: ROBERT GROFF

Phone: 000 000-0000

Title Cde: T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 10/26/2012 11:31AM SFRENC20

WEB FORM DATA - CONCERN:CUST. STATES VEHICLE SHUTS OFF-THEN WILL RESTART FINE DIAGNOSTICS: VISUAL-SELF-TEST-NO CODES PARTS REPLACED:NONE TECH QUESTION:KNOWN CONCERNS-SUGGESTIONS-POSSIBLE THROTTLE BODY-UNABLE TO DUPLICATE CONCERN-THANK YOU!

RECOMM 10/26/2012 11:31AM SFRENC20

ROBERT, AN INTERMITTENT STALL CAN BE CAUSED BY FAULTS WITH THE MAF, CKP, ETB, GROSS VACUUM LEAKS OR DUE TO LOW FUEL PRESSURE. AT THIS TIME IT IS NECESSARY TO BE ABLE TO DUPLICATE THE STALL BEFORE ATTEMPTING DIAGNOSIS OR REPAIRS. IF NOT ALREADY PERFORMED, RECOMMEND SPEAKING WITH THE CUSTOMER REGARDING THE TIMING AND ANY UNIQUE CONDITIONS PRESENT FOR THE STALL TO OCCUR. ONCE THE STALL CAN BE DUPLICATED, RECOMMEND MONITORING PIDS DURING THE CONCERN: MAF_V, RPM, ETC_ACT, ETC_DSD, ETC_TRIM, SHRT_FT, LONG_FT, VBATT AND VPWR. ALSO MONITOR FUEL PRESSURE DURING THE CONCERN WITH A MECHANICAL GAUGE. FOR REFERENCE, THIS VEHICLE SHOULD MAINTAIN BETWEEN 55-58PSI RUNNING AT ALL TIMES. A PROPERLY OPERATING MAF SENSOR SHOULD OPERATE BETWEEN 0.7 AND 0.9 VOLTS AT IDLE AND MORE THAN 4 VOLTS AT WOT. PLEASE ENSURE THAT THE CURRENT AIR FILTER IS OEM AS AFTERMARKET AIR FILTERS HAVE BEEN KNOWN TO CAUSE ERRATIC MAF READINGS. ALSO VERIFY THAT THE INTAKE AIR INLET IS FREE OF OBSTRUCTIONS AND THAT THE FILTER AND AIR BOX ARE PROPERLY SEATED. IF THE RPM PID DROPS TO ZERO OR BECOMES ERRATIC AS THE VEHICLE BEGINS TO STALL, THIS WOULD INDICATE A CKP FAULT. IF A CKP FAULT IS PRESENT, RECOMMEND THOROUGHLY INSPECTING THE CKP SENSOR, CIRCUITS, CONNECTOR AND TRIGGER WHEEL FOR SIGNS OF DAMAGE. IF ETC ACTUAL/DESIRED VARIANCE EXCEEDS 3 DEGREES (0-1 DEGREE IDEALLY) OR THE TRIM PID EXCEEDS 3 DEGREES, THIS WOULD BE CONSIDERED EXCESSIVE. IF PIDS INDICATE AN ETB FAULT, RECOMMEND ISOLATING AND LOAD TESTING THE

ETB CIRCUITS. IF VOLTAGE DROPS EXCEED 0.2 VOLTS, PERFORM A PIN TO PIN CIRCUIT OVERLAY (USING NEW PINS) AND REEVALUATE THE CONCERN. IF ETB CIRCUITS ARE VALID, REPLACE THE ETB AT THIS TIME. IF VBATT DROPS BELOW APPROXIMATELY 10 VOLTS, PLEASE VERIFY THAT BATTERY TERMINAL CONNECTIONS, BJB, SJB AND ALL CHASSIS GROUNDS ARE CLEAN AND TIGHT. ALSO LOAD TEST THE BATTERY USING A CARBON PILE LOAD TESTER. IF THE BATTERY FAILS, REPLACE THE BATTERY AND REEVALUATE THE CONCERN. IF VPWR DROPS BELOW APPROXIMATELY 10 VOLTS, RECOMMEND SWAPPING A KNOWN GOOD PCM POWER RELAY AND REEVALUATE. ALSO VALIDATE PIN FIT AT THE PCM RELAY, ASSOCIATED FUSES AND AT THE PCM CONNECTOR BY PERFORMING A PIN DRAG TEST WITH A FLEX PROBE KIT.

REPAIR 07/10/2013 08:10AM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE

DESCRIPTION OF VEHICLE CONCERN: CUSTOMER STATES THAT THE VEHICLE WILL STALL INTERMITTANTLY. DIAGNOSTICS ALREADY COMPLETED: EEC TEST, ETB TEST PARTS REPLACED: NONE THIS VISIT. IN OCTOBER OF LAST YEAR A ETB WAS REPLACED. TECH'S QUESTION: I DID VEIRFY THE LACK OF POWER ONE TIME WHEN PULLING INTO THE SHOP. IT FELT LIKE THE TYPICAL ETB CONCERN, NO RESPONSE AND ROUGH IDLE WITH LOW RPM. THERE WERE NO CODES IN THE SYSTEM AND THE VEHICLE PASSES THE ETB TEST IN IDS. I COULD NOT GET THE VEHICLE TO REPEAT THE CONCERN AGAIN. I INSTALLED A FLIGHT RECORDER AND DROVE THE CAR HOME AND COULD NOT DUPLICATE THE CONCERN. OTHER THAN THE ETB'S ARE THERE ANY OTHER REPORTS OF CONCERNS LIKE THIS? THANK YOU.

RECOMM 07/10/2013 08:10AM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE

JOHN, BASED ON THE FACT THAT YOU WERE ABLE TO DUPLICATE THE CONCERN, IT IS NOT HIGHLY SUSPECT THAT THIS IS THE CAUSE, BUT PLEASE DO REVIEW [HTTP://WWW.VREP.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SSM/SSM.ASP?SSM=22387 TARGET='_BLANK'>SSM 22387](http://www.vrep.fordtechservice.dealerconnection.com/vdirs/ssm/ssm.asp?ssm=22387&target='_blank'>SSM 22387) REGARDING THE OPERATION OF THE BOA (BRAKE OVER ACCELERATOR) SYSTEM ON THIS VEHICLE. NORMAL OPERATION OF THE BOA SYSTEM, IF BOTH THE BRAKE AND ACCELERATOR PEDALS ARE APPLIED SIMULTANEOUSLY AS DESCRIBED IN THE SSM, CAN CAUSE THE CONCERN DESCRIBED. IF THIS IS NOT THE CAUSE OF THE CONCERN, AND THE

ETB CHECK TOOL PASSES, SUSPECT CAUSES WOULD BE SYSTEMS AND COMPONENTS THAT ARE RELATED TO TORQUE CALCULATION, SUCH AS THE MAF SENSOR, TP/ETB CIRCUITS, AIR INLET SETUP, APP SENSOR, ETC. START BY VERIFYING THAT THE VEHICLE IS EQUIPPED WITH AN OEM MOTORCRAFT AIR FILTER, INSTALLED IN A FACTORY AIRBOX THAT IS PROPERLY SEATED AND FREE OF BINDING. AN IMPROPER AIRBOX SETUP OR INCORRECT AIR FILTER WILL CAUSE TURBULENCE ACROSS THE MAF SENSOR WHICH CAN LEAD TO THIS TYPE OF CONCERN. CHECK THE MAF SENSOR FOR CONTAMINATION, AND CLOSELY MONITOR MAF VOLTAGE. MAF V SHOULD BE STEADY (A SAW-TOOTH PATTERN INDICATES SENSOR CONTAMINATION, FAILURE, OR POOR CONNECTOR PIN FIT) AND READ APPROXIMATELY .7V AT IDLE AND SMOOTHLY RISE TO APPROXIMATELY 4V DURING WOT ACCELERATION UNDER LOAD WHILE DRIVING. ALSO MONITOR THE MAF V IN RELATION TO TP2 VOLTAGE. TP2 VOLTAGE SHOULD ALSO EXHIBIT A SMOOTH PATTERN, AND SHOULD CLOSELY MIRROR MAF V AS RPM IS INCREASED WHILE DRIVING. IF THE MAF VOLTAGE SLOPE IS LAGGING BEHIND TP2, THIS INDICATES A MAF FAULT OR AN AIRFLOW CONCERN. IF TP2 IS LAGGING BEHIND MAF V, THIS TYPICALLY INDICATES AN ETB FAULT, OR A SLUDGED THROTTLE PLATE. PERFORM A SWEEP TEST ON THE APP AND TP SENSORS, APP AND TP VOLTAGES SHOULD MATCH EACH OTHER AND SMOOTHLY TRANSITION AS THE PEDAL IS DEPRESSED. WHEN PERFORMING THE SWEEP TEST, TAKE AT LEAST TEN SECONDS TO DEPRESS THE PEDAL FROM THE AT REST TO WOT POSITION. FOR ADDITIONAL DIAGNOSTICS PLEASE REFER TO SYMPTOM CHART 8 IN SECTION 5 OF THE PC/ED. WE HAVE ESCALATED THIS CONCERN TO THE TECHNICAL SERVICE HOTLINE'S ESCALATED HANDLING TEAM FOR ADDITIONAL REVIEW. A SERVICE ENGINEER FROM THIS TEAM WILL CONTACT YOU BY PHONE OR THROUGH THIS HOTLINE ASSISTANCE REQUEST WITHIN ONE (1) BUSINESS DAY TO PROVIDE ADDITIONAL INFORMATION AND/OR RECOMMENDATIONS TO ASSIST IN THE RESOLUTION OF THE CUSTOMER'S CONCERN. OUR TEAM AT THE HOTLINE WILL CONTINUE TO WORK WITH YOU AND YOUR DEALERSHIP TO HELP GET THE CONCERN RESOLVED AND THE VEHICLE BACK TO THE CUSTOMER IN A TIMELY MANNER. IF WE HAVE EXHAUSTED ALL OF OUR RESOURCES AND ARE STILL UNABLE TO RESOLVE THE CUSTOMER'S CONCERN THROUGH THESE ADDITIONAL STEPS, THE HOTLINE

WILL ALERT YOUR FIELD SERVICE ENGINEER BY OPENING A TECHNICAL ASSISTANCE REQUEST. PLEASE BE PREPARED TO DISCUSS ALL DIAGNOSTICS PERFORMED AND TEST RESULTS WITH THE TECHNICAL SERVICE HOTLINE SERVICE ENGINEER IN MORE DETAIL. THANK YOU IN ADVANCE. SSM 22387 THE BRAKE OVER ACCELERATOR (BOA) FEATURE REDUCES ENGINE POWER DURING OFF-IDLE DRIVING WHEN BOTH THE ACCELERATOR AND BRAKE PEDALS ARE APPLIED SIMULTANEOUSLY

- ESCLHD 07/10/2013 08:10AM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE**
EH DUE TO OPEN FMC360 CASE STATING CUSTOMER REQUESTING BUYBACK.
- AUDIT 07/10/2013 08:10AM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE**
SYMPTOM 5, 52, 3, 39 CHANGED TO 5, 54, 2, 39 BY DRIDOLF2
- AUDIT 07/10/2013 08:10AM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE**
ODOMETER 229 M CHANGED TO 6400 M BY DRIDOLF2
- REPAIR 07/11/2013 10:51AM JARED DOWNING MSS - FCSD - TECH SVC HOTLINE**
REVIEWED BY THE ESCALATION TEAM OUTBOUND CALL TO DEALER.
SPOKE WITH TECHNICIAN JOHN BOHAN REGARDING THE STALLING CONCERN. JOHN STATES THAT A STALL HAS NOT BEEN CONFIRMED. HOWEVER, AT ONE TIME (WHEN PULLING UP A RAMP TO THE SHOP) A LACK OF THROTTLE RESPONSE WAS NOTICED. WHEN THE VEHICLE RETURNED TO IDLE, IT WAS ROUGH OR ERRATIC. THE CONDITION LASTED FOR 30-45 SECONDS, AND BY THE TIME THE IDS WAS CONNECTED, THE CONCERN WAS GONE. THE ETB TEST IS PASSING, BUT A DIRTY/SAW TOOTH MAF SIGNAL IS SEEN AT TIMES. AT THE TIME OF THE DIRTY MAF SIGNAL, THERE ARE NO DRIVEABILITY CONCERNS PRESENT. THE TP READINGS AND TP SWEEP TEST ARE PASSING. THIS VEHICLE HAS A P1602 DTC PRESENT. THE CODE WAS INITIALLY IGNORED AS BEING PATS RELATED, BUT THERE IS AN ESCAPE IN THE SHOP AT THE SAME TIME WITH A STALLING CONCERN WITH THE SAME CODE. ON THE ESCAPE, THE ETB TEST HAS FAILED.
- RECOMM 07/11/2013 10:51AM JARED DOWNING MSS - FCSD - TECH SVC HOTLINE**
JOHN, DUE TO THE CUSTOMER'S PURSUIT OF VEHICLE BUY BACK, WE HAVE REFERRED THIS CONCERN TO THE FIELD SERVICE ENGINEER (FSE) IN YOUR MARKET AREA. THE FSE SHOULD CONTACT YOU AND/OR THE DEALERSHIP MANAGEMENT (SERVICE MANAGER OR SERVICE DIRECTOR) WITHIN ONE (1)

BUSINESS DAY TO DISCUSS FURTHER RECOMMENDATIONS. IF THE FSE DOES NOT CONTACT YOU DIRECTLY, PLEASE CONSULT WITH YOUR DEALERSHIP MANAGEMENT TO DISCUSS FURTHER RECOMMENDATIONS AND STEPS TO ASSIST IN THE RESOLUTION OF THIS VEHICLE CONCERN.

- TAR 07/11/2013 10:51AM JARED DOWNING MSS - FCSD - TECH SVC HOTLINE**
NOTE TO FSE: WE ARE REQUESTING TECHNICAL ASSISTANCE FOR THIS VEHICLE DUE TO THE CUSTOMER'S PURSUIT OF VEHICLE BUYBACK AND A LACK OF PROGRESS REPAIRING A STALLING CONCERN. THE STALLING CONCERN HAS NOT BEEN DUPLICATED, BUT A LACK OF THROTTLE RESPONSE HAS. THE VEHICLE IS SETTING A P1602 DTC AS WELL. THERE IS ONE PAST REPORT OF A STALLING CONCERN WITH THIS CODE AND THE IC WAS REPLACED (REPORT# BKICE002). THERE IS AN OPEN FMC360 CASE (CAS-2778690-T9H9R2) IN WHICH THE CUSTOMER IS REQUESTING BUYBACK. THE VEHICLE IS AT THE DEALER. ESTIMATED NUMBER OF REPAIR ATTEMPTS: 2 ESTIMATED NUMBER OF DAYS OUT OF SERVICE: 3 CURRENTLY
- ADD-ON 07/15/2013 03:43PM DAVE PILGRIM(FSE) MSS - FCSD - REG PHI-WAS-CHA**
TALKED TO TECH AND HE IS UNABLE TO DUPLICATE SO FAR. HE IS DRIVING AGAIN TODAY AFTER SITTING AND WILL MONITOR ETC PIDS WHILE DRIVING. IF UNSUCCESSFUL, TOLD HIM TO REPLACE ETB ANYWAY
- ADD-ON 07/25/2013 02:19PM DAVE PILGRIM(FSE) MSS - FCSD - REG PHI-WAS-CHA**
TECH CALLED BACK AND WAS ABLE TO DUPLICATE AND TP1 AND 2 WERE NOT IN SYNC. REPLACED ETB AND DROVE AGAIN AND VERIFIED GOOD TP1 AND 2 AND NO MORE ISSUES. CLOSING TAR
- AUDIT 07/25/2013 02:19PM DAVE PILGRIM(FSE) MSS - FCSD - REG PHI-WAS-CHA**
TECH ASSIST REFERRAL HAS BEEN CLOSED
- REPAIR 08/07/2013 01:26PM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE**
WEB FORM DATA - CONCERN: CUSTOMER STATES THAT THE VEHICLE FEELS LIKE IT IS GOING TO STALL AT TIMES DIAGNOSTICS: THIS VISIT: EEC TEST, NO CODES. MODE 6 DATA SHOWS NO CONCERNS. TEST DRIVE. LAST VISIT: REPLACED ETB AFTER TRACING MULTIPLE CIRCUITS AND VERIFYING THE INTEGRITY OF THE EEC WIRING FROM PCM. THIS WAS ADVISED BY THE FSE. PARTS REPLACED: NONE THIS VISIT. TECH QUESTION: I AM UNABLE

TO DUPLICATE ANY STALLING OR FEEL OF A STALLING CONCERN AT THIS TIME. THE CUSTOMER HAS CONTACTED THE CUSTOMER CARE HOTLINE INQUIRING ABOUT A BUY BACK. CUSTOMER CARE CALLED MY STORE AND ADVISED THAT WE NEEDED TO HAVE THE FSE GENERATE A NEW REPORT. MY FSE IS OUT OF TOWN UNTIL NEXT WEEK AT WHICH TIME I WILL ALSO BE OUT OF TOWN. THE CUSTOMER DOES NOT FEEL SAFE IN THE CAR AND DOES NOT WANT TO TAKE IT BACK. I WOULD LIKE TO PUT A FLIGHT RECORDER IN IT FOR HER. I HAVE TRIED SEVERAL TIMES WITH A FLIGHT RECORDER HOOKED UP WHILE I DRIVE IT AND HAVE NOT EXPERIENCED THE CONCERN. ANY ADVICE FROM YOU WOULD BE GREATLY APPRECIATED. THANKS.

RECOMM 08/07/2013 01:26PM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE

JOHN, WE HAVE RE-ESCALATED THIS CONCERN TO THE TECHNICAL SERVICE HOTLINE'S ESCALATED HANDLING TEAM FOR ADDITIONAL REVIEW. A SERVICE ENGINEER FROM THIS TEAM WILL CONTACT YOU BY PHONE OR THROUGH THIS HOTLINE ASSISTANCE REQUEST WITHIN ONE (1) BUSINESS DAY TO PROVIDE ADDITIONAL INFORMATION AND/OR RECOMMENDATIONS TO ASSIST IN THE RESOLUTION OF THE CUSTOMER'S CONCERN. OUR TEAM AT THE HOTLINE WILL CONTINUE TO WORK WITH YOU AND YOUR DEALERSHIP TO HELP GET THE CONCERN RESOLVED AND THE VEHICLE BACK TO THE CUSTOMER IN A TIMELY MANNER. IF WE HAVE EXHAUSTED ALL OF OUR RESOURCES AND ARE STILL UNABLE TO RESOLVE THE CUSTOMER'S CONCERN THROUGH THESE ADDITIONAL STEPS, THE HOTLINE WILL ALERT YOUR FIELD SERVICE ENGINEER BY OPENING A TECHNICAL ASSISTANCE REQUEST. PLEASE BE PREPARED TO DISCUSS ALL DIAGNOSTICS PERFORMED AND TEST RESULTS WITH THE TECHNICAL SERVICE HOTLINE SERVICE ENGINEER IN MORE DETAIL. THANK YOU IN ADVANCE. PLEASE INSPECT FOR INSPECT THE EVAP SYSTEM'S CARBON CANISTER FOR ANY RAW FUEL OR INDICATION OF RAW FUEL ENTRY. THIS COULD CAUSE A STALLING ON DECEL OR AFTER A FILL UP WITH FUEL . THE PURGE VALVE STICKING OPEN, THE CUSTOMER OVER FUELING THE TANK OR A POSSIBLE CONCERN WITH THE FUEL LEVEL LIMITING VENT VALVE ON THE TANK WOULD BE THE MOST SUSPECT IF RAW FUEL IN THE CANISTER IS FOUND OR IS SUSPECTED.

ESCLHD 08/07/2013 01:26PM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE

NOTE TO ESCALATION TEAM : RE-ESCALATING THE CONTACT DUE TO THE CONCERNS RE-APPEARANCE. CONSULTED MR. JACOB MORFITT. DID INSTRUCT TO CHECK FOR RAW FUEL IN EVAP SYSTEM EVEN THOUGH OUT OF DATE RANGE FOR KNOWN PURGE VALVE ISSUES.

AUDIT 08/07/2013 01:26PM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE

ODOMETER 6400 M CHANGED TO 6744 M BY TROMANO7

REPAIR 08/08/2013 09:20AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE

TECHNICIAN NOTES: I DID FIND RAW FUEL IN THE CANISTER THIS TIME. ON THE PRIOR VISIT I DID NOT FIND THIS. THE TANK IS AT ABOUT 1/4. IS THERE A WAY TO TEST THE LEVEL LIMITING VALVE ON THE TANK? I AM GOING TO ORDER A NEW CANISTER AND THEN PERFORM AN EVAP TEST. DURING CALL, TECH SAID: JOHN STATES THAT RAW FUEL WAS FOUND IN THE EVAP CANISTER. THE CUSTOMER STATES THAT THEY ARE NOT OVER FUELING THE TANK. THE CANISTER IS BEING REPLACED AND THE LINES WILL BE CLEANED WITH SHOP AIR. LOOKING FOR DIRECTION FOR TESTING THE FUEL LEVEL VENT VALVE.

RECOMM 08/08/2013 09:20AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE

JOHN, THE FUEL LEVEL VENT VALVE OR LEVELING VALVE IS THE CHECK VALVE LOCATED IN THE FUEL TANK AT THE LINE FITTING FOR THE EVAP VAPOR LINE. THIS VALVE COULD BE STICKING IN THE OPEN POSITION, RESULTING IN RAW FUEL ENTERING THE EVAP SYSTEM. RECOMMEND TO DRAIN AND REMOVE THE FUEL TANK. IF THE CHECK VALVE DOES NOT MOVE FREELY, IT WILL BE NECESSARY TO REPLACE THE FUEL TANK.

ESCLHD 08/08/2013 09:20AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE

ESCALATION UPDATE.

REPAIR 08/08/2013 03:44PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

REVIEWED BY THE ESCALATION TEAM OUTBOUND CALL TO DEALER; SPOKE WITH JOHN. TECH STATES THAT THERE WAS FUEL IN THE EVAP CANISTER. THE VALVES ON THE TANK WERE CHECKED AND SEEM TO BE OKAY. THE CANISTER WAS REPLACED FOR THE FUEL CONTAMINATION. THE CUSTOMER IS SEEKING BUYBACK FOR THE STALLING CONCERN. THE EVAP TEST WAS PERFORMED AND IS PASSING AT THIS TIME.

RECOMM 08/08/2013 03:44PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

ADVISED JOHN; THE PURGE VALVE CAN BE FURTHER TESTED USING THE EVAP TOOLBOX IN THE IDS. THE EVAPCP TEST CAN BE PERFORMED TO CHECK THE PURGE VALVE. IT WILL USE THE PURGE VALVE TO PULL VACUUM ON THE TANK NUMEROUS TIMES IN A ROW. YOU CAN MONITOR THE FTP REACHED EACH TIME TO VERIFY THE VALVE IS NOT INTERMITTENTLY STICKING. THE TANK CAN BE REFILLED UNTIL THE PUMP KICKS OFF. CHECK THE CANISTER AGAIN AFTERWARDS TO SEE IF FUEL IS ENTERING THE EVAP SYSTEM. IF LIQUID FUEL IS COMING INTO THE CANISTER STILL THE TANK SHOULD BE REPLACED. 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.

ADD-ON 08/08/2013 03:44PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE

NOTE TO FSE: WE ARE REQUESTING TECHNICAL ASSISTANCE FOR THIS VEHICLE DUE TO OPEN FMC 360 CAS-2778690-T9H9R2 MENTIONING BUYBACK. THE VEHICLE IS INTERMITTENTLY STALLING. THE ETB HAS BEEN REPLACED PREVIOUSLY. AT THIS TIME RAW FUEL WAS FOUND IN THE EVAP SYSTEM. THE TANK WAS DROPPED AND INSPECTED TO CHECK THE VALVES IN THE TANK AND SEEM TO BE OKAY. THE CANISTER WAS REPLACED AND THE EVAP TEST IS PASSING AT THIS TIME. TECH HAS BEEN ADVISED TO USE THE EVAP TOOLBOX TO TEST PURGE VALVE OPERATION AND TO REFILL THE TANK TO SEE IF RAW FUEL CONTINUES TO ENTER THE EVAP SYSTEM. THE VEHICLE IS AT THE DEALER. ESTIMATED NUMBER OF REPAIR ATTEMPTS: 2 ESTIMATED NUMBER OF DAYS OUT OF SERVICE: 9

AUDIT 08/08/2013 03:44PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE
TECH ASSIST REFERRAL HAS BEEN REOPENED

ADD-ON 08/08/2013 04:28PM KEVIN GORGOL(FSE) MSS - FCSD - REG PHI-WAS-CHA
TECH ON VACATION. F/U WITH SM MIKE DEVANEY FRIDAY 8/9

ADD-ON 08/09/2013 12:26PM KEVIN GORGOL(FSE) MSS - FCSD - REG PHI-WAS-CHA
LEFT 2 VM FOR SM MIKE DEVANEY. NO RESPONSE.

ADD-ON 08/12/2013 10:13AM KEVIN GORGOL(FSE) MSS - FCSD - REG PHI-WAS-CHA

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VOICE MAIL RETURNED. TECH FINALLY DUPLICATED ISSUE WHEN HE FOUND CANISTER FULL OF FUEL. DEALER REFUELED, AND IS RETESTING. AWAITING FURTHER UPDATE FROM SM.

ADD-ON 08/19/2013 12:53PM KEVIN GORGOL(FSE) MSS - FCSD - REG PHI-WAS-CHA
UNABLE TO DUPLICATE ISSUE. CUSTOMER IN POSSESSION OF VEHICLE. CLOSING TAR.

AUDIT 08/19/2013 12:53PM KEVIN GORGOL(FSE) MSS - FCSD - REG PHI-WAS-CHA
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: DALBANIC
Report Summary
Server: ECCVWS962

Ford Proprietary, Private

3-Sep-2013
Retention: None

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number: _____

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Report Detail Section : [View Details](#)

Attachments: 0

Report# :	DGHB3254 CACVOC--or-- C1 0000998141MS	Received:	07/10/2013
CCRG/EPRC:		Reviewed Status:	Date:
Vehicle:	2012,FUSION ,SE ,4 DOOR ,SEDAN ,3FAHP0HA0CR4 [REDACTED]	Build Date:	06/12/2012
Odometer :	6,000 M	Engine:	2.5L DOHC
Transmission:	6SP 6F MID	Axle:	3.066RATIO
Dealer:	USA 03955 Chapman Ford Sales	A/C:	YES
City:	East Petersburg	State:	Pennsylvania
Originator:		Country :	USA
Symptom:	5 57 3 39 DRV PERF,HESITATES/STUM,CRUISE/STEADY,INTERMITTENT		
Status:			
VFG:	V52 DRIVEABILITY		
Additional Symptom:			
Fix:	Causal Component :		
Condition Code:			

Cust: JENNIFER GARRETT

Home Phone: (000) 000 - 0000

Work Phone: (000) 000 - 0000

Region: N3 Philadelphia

Case Status: **Date:** 00 / 00 / 0000

Vehicle Paint: WHITE SUEDE

KOEO:

KOEC:

KOER:

Comments:

OWNREL =eng sputters and hesitates been to dlr 3 times first two tech could not duplicate concern= third time tech replaced throttle = repair lasted awhile = 7/05 veh shuttered and hesitated 3 times =took veh back to dlr = veh at dlr = cust wants out of the lease with this veh = veh is unsafe to drive afraid she will be in an accident =Chapman Ford Sales of Lancaster5201 Main StreetEast Petersburg, PA 17520(717) 299-4331 I will escalate your case/request to our Ford Regional Customer Service Manager who works daily with your dealerships management team (his/her name isJennifer 53701..). The Ford Regional Customer Service Manager has access to all Ford resources and will use these resources to assist you and your dealership regarding your situation. The Ford Regional Customer Service Manager will receive the information you have just provided me and will do a thorough review on your behalf. You can expect a phone call from your Customer Service Manager within 2 business days. CAS-2778690-T9H9R2

OWNREL CSM Jen X77701 - initial review - 1 veh - LTV 88 - 12 Fusion - gas engine - WSD 10/23/12 - 6,000 miles - no related AWS repairs - no related NHL contacts - no open FSAs - RentalCare ESP Email sent to SM Mike CSM Jen X77701 - initial review - 1 veh - LTV 88 - 12 Fusion - gas engine - WSD 10/23/12 - 6,000 miles - no related AWS repairs - no related NHL contacts - no open FSAs - RentalCare ESP Email sent to SM Mike

OWNREL OBC DLR - spoke with Tech John - havent been able to dup - once it did happen when getting the veh into the shop the veh sort of stumbled and shot up - the response from Hotline referenced looking at mass air flow and the sensors - the only seen TP2 hits max voltage at three-quarter throttle - the mass air dirty signal will go off and TP 2 will got dirty then the mass air clears up and then the TP2 will

clear - still working veh came in on the 8th - issues in Oct when a throttle body was put in @ Chapman of Columbia - issue has already been escalated in hotline to the escalation team - tech is very weary of releasing the veh to the cust since the cust stated it happened 3 times on friday OBC DLR (Chapman of Colombia) (717) 285-7111 - spoke with SA Dustin - the 1st time the customer was in was 10/26/12 @ 229 miles - dlr replaced throttle body and was returned the same day - the only other history for the veh is the pre purchase write up OBC CUST [REDACTED] - adv cust dlr is going to be working with the FSE - adv cust we will not be able to buy the veh back and our commitment is to the veh warranty - cust inquired about rental assist after the rental care ESP runs out of days - adv cust i will cover any additional days needed - while veh being looked at - cust inquired to what will happen if the FSE is unable to fix the issue - adv cust i cant speak on what may happen but i will review to see if there are is anything else that can be done - adv cust i will monitor the OBC DLR - spoke with Tech John - havent been able to dup - once it did happen when getting the veh into the shop the veh sort of stumbled and shot up - the response from Hotline referenced looking at mass air flow and the sensors - the only seen TP2 hits max voltage at three-quarter throttle - the mass air dirty signal will go off and TP 2 will got dirty then the mass air clears up and then the TP2 will clear - still working veh came in on the 8th - issues in Oct when a throttle body was put in @ Chapman of Columbia - issue has already been escalated in hotline to the escalation team - tech is very weary of releasing the veh to the cust since the cust stated it happened 3 times on friday OBC DLR (Chapman of Colombia) (717) 285-7111 - spoke with SA Dustin - the 1st time the customer was in was 10/26/12 @ 229 miles - dlr replaced throttle body and was returned the same day - the only other history for the veh is the pre purchase write up OBC CUST [REDACTED] adv cust dlr is going to be working with the FSE - adv cust we will not be able to buy the veh back and our commitment is to the veh warranty - cust inquired

about rental assist after the rental care ESP runs out of days - adv
cust i will cover any additional days needed - while veh being looked
at - cust inquired to what will happen if the FSE is unable to fix the
issue - adv cust i cant speak on what may happen but i will review to
see if there are is anything else that can be done - adv cust i will
monitor the

- OWNREL Upon review of NHL contact# CJZBV009 - FSE assistance has been
requested - no response from FSE at this time - resetting f/u for 7/17
to check on status of FSE Upon review of NHL contact# CJZBV009 - FSE
assistance has been requested - no response from FSE at this time -
resetting f/u for 7/17 to check on status of FSE
- OWNREL Upon review of NHL contact# CJZBV009 - the FSE has recommneded to
replace the ETB OBC DLR - spoke with SA Nick - adv cust is working SA
Jim - would need to speak with Jim - left contact info for SA CB Upon
review of NHL contact# CJZBV009 - the FSE has recommneded to replace
the ETB OBC DLR - spoke with SA Nick - adv cust is working SA Jim -
would need to speak with Jim - left contact info for SA CB
- OWNREL IB VM from SA Jim - the dlr has determined the issue is with the
throttle body - installed - put 25-30 miles - no recurrence of the
concern - dlr will drive veh again tomorrow - if not reoccurrence of
the concern the veh will be returned to the cust OBC CUST [REDACTED] -
no answer left VM with contact info - adv of info from SA Jim - adv
will f/u 7/24 IB VM from SA Jim - the dlr has determined the issue is
with the throttle body - installed - put 25-30 miles - no recurrence
of the concern - dlr will drive veh again tomorrow - if not
reoccurrence of the concern the veh will be returned to the cust OBC
CUST [REDACTED] - no answer left VM with contact info - adv of info
from SA Jim - adv will f/u 7/24
- OWNREL OBC DLR - cust is back in veh - RO is still opened OBC DLR - cust is
back in veh - RO is still opened
- OWNREL OBC CUS [REDACTED] - no answer left VM with contact info - checking on
status of veh - setting f/u for 7/29 OBC CUS [REDACTED] - no answer

left VM with contact info - checking on status of veh - setting f/u for 7/29

OWNREL OBC CUST [REDACTED] - third and final attempt to reach - adv that veh completed and returned and if there are continued issue to reach out to CSM - no further CSM action required OBC CUST [REDACTED] - third and final attempt to reach - adv that veh completed and returned and if there are continued issue to reach out to CSM - no further CSM action required

OWNREL IBC CUST - cust stated that the veh is not repaired - the issue has come back - the veh is being taken back to the dlr tomorrow morning - the dlr stated a rental veh will be provided at pick up - adv cust will f/u once the dlr has an update on the info

OWNREL OBC DLR 717-299-4331- the veh is already hooked up to the flight recorder - there are no current concerns with teh veh - dlr is going to continue to diag the veh - adv dlr to have tech re contact hotline since the tech assist request has been closed - dlr will contact engineering and report concern

OWNREL OBC CUST [REDACTED] - no answer left VM with contact info - f/u 8/7

OWNREL OBC CUST [REDACTED] - no answer left VM with contact info - adv re-escalated concern to FSE - f/u 8/14

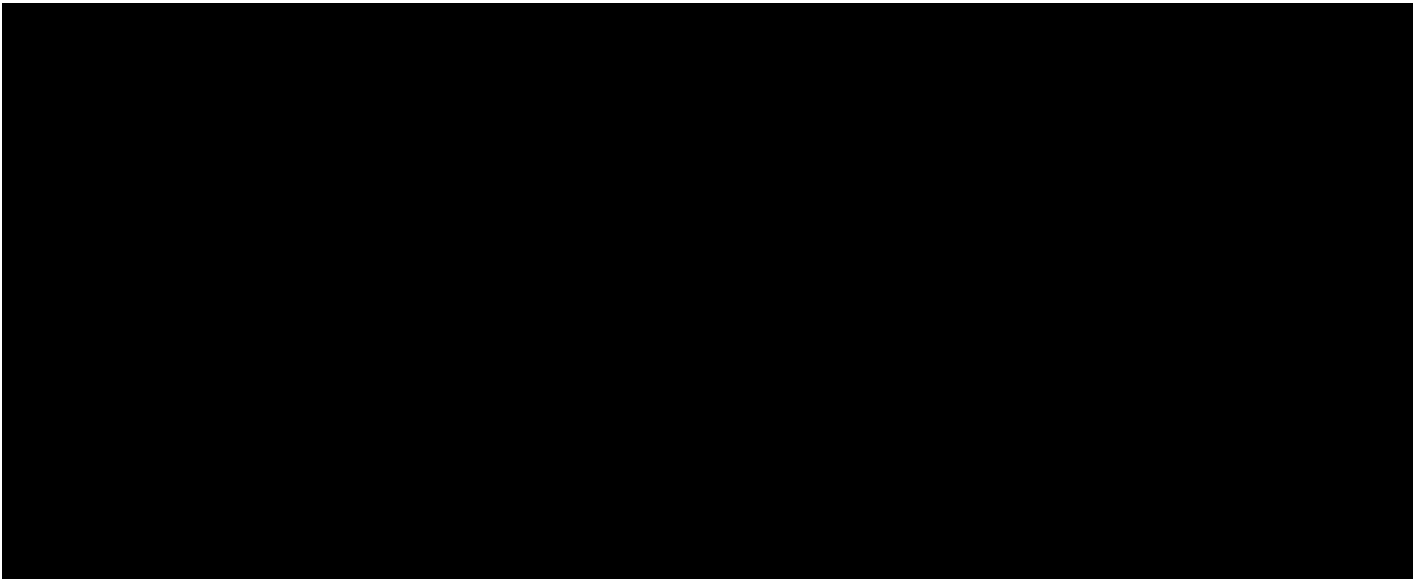
OWNREL upon review engineering notes - tech was unable to dup concern when veh was full of fuel - dlr has refueled and is continuing testing

OWNREL OBC CUST [REDACTED] - no answer left VM with contact info - f/u 8/22

OWNREL OBC DLR - spoke with SA Jim - dlr found that fuel was getting into module and flooding engine causing the choke up - dlr has spoke with cust about it - cust swears no overfill is taking place - dlr filled veh and tested with no concern - cust stated that she filed complaint with LL

OWNREL OBC CUST [REDACTED] - final attempt to reach - dlr did adv of LL complaint - adv cust closing case - no action required by CSM if LL is being involved - if cust needs to speak with CSM about veh and is not pursuing LL can contact CSM - closing case

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THE CLIFTON LEE LAW FIRM
COMMUNITY BASED: CLIENTS FIRST

3915 Cascade Road Suite 265
Atlanta, Georgia 30331

Phone: 404.963.2885
Fax: 678.681.1374

VIA Fax No. 313-845-5555

September 10, 2013

A. Taylor
Claim Representative
Ford Motor Company
P.O. Box 70
Dearborn, Michigan 48121

Claim No: [REDACTED]
Date of Loss: July 19, 2013
Our Client: [REDACTED]

Good Morning A.Taylor:

[REDACTED] has retained my firm to represent her for injuries she received in an automobile collision which occurred on July 19, 2013. As a result of the collision, Ms [REDACTED] neck, back and shoulders were injured. The collision occurred after Ms [REDACTED] 2010 Ford Fusion engine stalled and caused it to stop on I-75 in downtown Atlanta, Georgia in rush hour traffic. After the impact, [REDACTED]’s vehicle was towed to John Bleakley Ford in Douglasville, Georgia, where she was informed the throttle was the cause of the vehicle stopping. Since her insurance did not cover the stopping of her vehicle, [REDACTED] had the throttle replaced at her own expense.

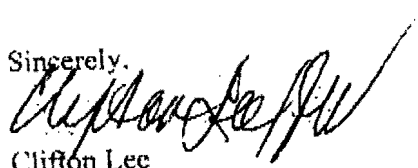
My research indicates that there have been hundreds of instances of defective throttles causing Ford vehicles to stall. [REDACTED] will be making a claim for expenses she incurred to replace the throttle and for all other special damages she has and will incur as a result of this incident.

Please refrain from future contact with my client without my approval.


If you have any questions or need further information, please feel free to contact my assistance Jo Ann Whitehead or me.

Thank you for your cooperation.

Sincerely,



Clifton Lee
Attorney at Law

CC: 
Jo Ann Whitehead

For each person alleged injured provide the following: (If there are additional names Continue on back.)

Full Legal Name: _____	Full Legal Name: _____
Address: _____	Address: _____
Spouse's Name: _____	Spouse's Name: _____
DOB: _____	DOB: _____
Soc Security: _____	Soc Security#: _____
Gender: <u>Female</u>	Gender: _____
Occupation: <u>Clerical Admin</u>	Occupation: _____
Injury: <u>Back, neck - Shoulder</u>	Injury: _____
Health Insurance Provider: <u>United Healthcare</u>	Health Insurance Provider: _____

Is the injured party receiving Medicare benefits NO
If so, state the name of the person(s) _____

Is the injured party receiving Worker Compensation benefits NO
If so, state the name of the person(s) _____

Has the injured party received more than 24 months of social security disability benefits prior to the incident NO
If yes, state the name of the person(s) _____

Due to Medicare reporting requirements, we cannot evaluate your claim until you provide the above requested information. If it is determined that you are a Medicare beneficiary, please be aware that pursuant to the Medicare Secondary Payer Act (MSP) Medicare has a statutory right to recover any conditional payments it has made with respect to your injury. Further, should a settlement be reached in this claim, Ford will not enter into any settlement agreement until Ford has been assured that Medicare's interests are protected.

1. What are you seeking from Ford Motor Company in this matter? Reimbursement for repairs to Accor Throttle body & Pin and Sulfing from accident due to mal function
2. What is the alleged defect? Electronic Throttle body
3. Has the alleged defective part been repaired or replaced? (circle one) Yes or No
4. What was the city, state and date of occurrence: Atlanta, Ga 7/19/2013
5. What was the mileage at time of occurrence: 79745
6. List all after market additions or modifications that were made to the vehicle: None
7. Was the engine running? (circle one) Yes or No
8. Were the keys in the ignition? (circle one) Yes or No

- 3 -

- 9. Was this vehicle purchased new or used: Used
- 10. If purchased used, provide the date of purchase, mileage at the time of purchase, and from whom the vehicle was purchased:
March 2012 - 50,000 John Blevins Ford, Little Spring, Ga.
- 11. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information).
Atlanta, GA. - 3378 Greenbair Rd #9005 Atlanta, Ga 30331
- 12. Has an insurance company been advised of this incident? Yes No
- 13. If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number.
Geico
- 14. Please provide the names and contact information of any witnesses to the incident.

Ford Motor Company is committed to providing you with a fair and timely response, so please note that we need all the information requested above to evaluate this matter. Your concern cannot be evaluated until all the above information is submitted. Please feel free to provide any other additional information that may be helpful to us in evaluating this matter.

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

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

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

Thank you for your prompt attention to this matter.

Sincerely,

A. Taylor

A. Taylor
Legal Analyst - OGC Product Claims

RECEIVED

SEP 11 2010

BY: *AT*

JOHN BLEAKLEY FORD, Inc.
870 Thornton Road - Phone (770) 941-9000
LITHIA SPRINGS, GEORGIA 30122
www.johnbleakleyford.com



SERVICE DEPARTMENT HOURS
8:00 a.m. to 7:00 p.m.
Monday - Friday
7:30 a.m. - 3:30 p.m. - Saturday

7/25/13	6112725/1			
7/31/13	Final			
79745	79745			
WARNER WEBB/2255*W*				
3FAHP0HAZAR				
3/23/12	1/04/10			
2010	FORD	FUSION	4DR SDN SE FWD	BLACK
224181A				

ATLANTA, GA

Email: [REDACTED]

#1 - 99P: FREE MULTI-POINT INSPECTION
 Corrected byGBATT: BATTERY HAS CHECKED GOOD AT THIS TIME
 Work performed by TODD OWEN (507)
 Corrected byGTIRE: CHECKED TIRES OK ON THIS VISIT
 Work performed by TODD OWEN (507)
 Corrected byGBK: CHECKED BRAKES OK ON THIS VISIT
 Work performed by TODD OWEN (507)
 Sub Total: .00

#2 - Customer Reports:
 CUT OFF WHILE DRIVING
 BROUGHT UP FROM BODY SHOP
 Work performed by TODD OWEN (507) 190.00
 Installed DS7Z 9E926 D :THROTTLE BODY AND MOTOR AS 1@175.00 175.00
 DIAG AND REPLACE T/BODY
 Sub Total: 365.00

 * PLEASE CHECK OUR WEB SITE FOR DISCOUNTS & COUPONS *
 * WWW.JOHNBLEAKLEYFORD.COM *

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to tow the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An insured mechanic here 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 represents 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	190.00
PARTS	175.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	25.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	14.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	404.00
VISA/MASTERCARD 195355	404.00

[REDACTED] FOR SPECIAL ORDERS

JOHN BLEAKLEY FORD, Inc.
 870 Thornton Road - Phone (770) 941-9000
 LITHIA SPRINGS, GEORGIA 30122
 www.johnbleakleyford.com



SERVICE DEPARTMENT HOURS
 6:00 a.m. to 7:00 p.m.
 Monday - Friday
 7:30 a.m. - 3:30 p.m. - Saturday

RO Open Date	RO Number
7/25/13	6112725/1
RO Close Date	Notes
7/31/13	Final
Line # - In	Vehicle Out
79745	79745
Service Advisor Tag #	
WARNER WEBB/2255*W*	
Service Advisor Number	
3FAHP0HA2AR	
Delivery Date	Invoice Date
3/23/12	1/04/10
Color	Vehicle Number
BLACK	

[Redacted]				City/State	Phone
[Redacted]				ATLANTA, GA	[Redacted]
Year	Make	Model	Trim	Color	Vehicle Number
2010	FORD	FUSION	4DR SDN SE FWD	BLACK	
224181A					

DESCRIPTION OF SERVICE AND REPAIRS	AMOUNT
Email: [Redacted]	
#1 - 99P: FREE MULTI-POINT INSPECTION Corrected byGBATT: BATTERY HAS CHECKED GOOD AT THIS TIME Work performed by TODD OWEN (507) Corrected byGTIRE: CHECKED TIRES OK ON THIS VISIT Work performed by TODD OWEN (507) Corrected byGBK: CHECKED BRAKES OK ON THIS VISIT Work performed by TODD OWEN (507) Sub Total: .00	
#2 - Customer Reports: CUT OFF WHILE DRIVING BROUGHT UP FROM BODY SHOP Work performed by TODD OWEN (507) Installed DS7Z 9E926 D :THROTTLE BODY AND MOTOR AS 1@175.00 DIAG AND REPLACE T/BODY Sub Total: 365.00	190.00 175.00
***** * PLEASE CHECK OUR WEB SITE FOR DISCOUNTS & COUPONS * * WWW.JOHNBLEAKLEYFORD.COM * *****	

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	190.00
PARTS	175.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	25.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	14.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	404.00
VISA/MASTERCARD 195355	404.00

[Redacted] OR SPECIAL ORDERS.

Case Print Report

Case Number CAS-3042416-T5P2Z9

Case Opened Date 8/23/2013 4:03 PM

Case Closed Date 8/23/2013

Case Status Resolved

Case Last Modified 8/23/2013 4:11 PM

Responsible Team Tier 1 Inbound

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

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

AUG 26 2013

OFFICE OF THE,
GENERAL COUNSEL

Customer Name [REDACTED]

Customer Number [REDACTED]
[REDACTED]

ATLANTA

GA [REDACTED]

Email [REDACTED]

Dealer John Bleakley Ford Inc

VIN 3FAHP0HA2A [REDACTED]

Year 2010

Make FORD

Model FUSION

Body Style P0H - SE 4-DR SEDAN

Symptom

Level 1 Driving Performance

Level 2 Stalls/Quits

Level 3 Cruise/ Steady Speed

Level 4 OTHER

Case Print Report

Case Number CAS-3042416-T5P2Z9

Karime Santos

8/23/2013 4:09 PM

-CUST SAYS
-CUST SAYS THAT SHE WAS HURT IN AN ACCIDENT DUE TO THE THROTTLE BODY GIVING OUT ON HER VEH
-CUST STATES THAT THIS IS A RECALL ON HER VEH
-CUST STATES THAT SHE SAW ON THE NEWS AND ONLINE ABOUT THIS RECALL
-CUST WANTS FMC TO PAY FOR THE REPAIR OF THE THROTTLE BODY ON HER VEH
-CUST WAS HURT BUT IS WORKING WITH INSURANCE COMPANY TO PAY FOR MEDICAL BILL AND BODY REPAIR TO HER VEH
-OTHER PARTY INVOLVED INSURANCE IS PAYING

1. Were any injuries sustained? yes

** [REDACTED]

2. What are you seeking from Ford Motor Company?

** WANTS FMC TO REFUND HER WHAT SHE PAID FOR THE THROTTLE BODY TO GET REPAIRED

3. What was the date of the accident?

** 7/19/13

4. What product defect is alleged to have caused the accident?

**THROTTLE BODY

5. What is the City and State where the accident occurred?

**ATLANTA GEORGIA

6. Was a police report filed?

** YES

7. If a police report was filed, what were the findings?

** REAR END COLLISION

8. What is the police report number and in what city and county was the report filed?

** GEORGIA STATE PATROL

9. Has the customer filed a claim with their Insurance Company?

** YES

10. If a claim has been filed with the insurance company, what is the status of the claim?

** VEH BODY WORK WAS REPAIRED

11. Is the vehicle repairable?

** YES

12. What is the name and address of customer's attorney?

13. What mailing address would you like our Office of General Council to send your written response to?

[REDACTED]

-DLR INFO

-John Bleakley Ford Inc
870 Thornton Road
Lithia Springs, GA 30122
(770) 941-9000

-CRC ADVISED

-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.



From: DCPFORM, FMCDealer (.)
Sent: Monday, May 20, 2013 10:49 AM
To: Ordcalp, F (F.); Taylor, Alma (A.)
Cc: dduncan@maplecrestford.com
Subject: Dealer/Fleet Request for OGC Review

Dealer/Fleet Request for OGC Review

Email Subject: Dealer/Fleet Request for OGC Review

DEALER INFORMATION:

Dealership Fleet Name: Maplecrest Ford

Requesting Dealer Fleet: Maplecrest Ford

PA Code: 01765

Contact Person: Don Duncan

Title: Service Manager

Phone Number: 973-543-2531

Fax Number: 973-543-3054

Email: dduncan@maplecrestford.com

Region: New York

Address: 102 E Main St

City: Mendham

State: New Jersey

Zip Code: 07945

CUSTOMER VEHICLE INFORMATION:

WSD: 01/31/2013

Vehicle Year: ~~2012~~ 2013

Vehicle Model: Fusion

Vehicle VIN: 3FA6P0K93DR [REDACTED]

Mileage: 2417

customer Fleet Name: [REDACTED]

Street Address: [REDACTED]

City : Far Hills

State : New Jersey

Zip Code : [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Customer Region: New York

DETAILS OF INCIDENT:

Accident

Date of Incident: 2013-05-17

County incident occurred: Morris

Is customer alleging a component defect CAUSED the incident? YES

Details: Customer states they were parked on a hill and after starting the car and backing up car stalled and they were unable to stop the car or steer it and it rolled into a guard rail. Car was towed to dealership

Was a police report filed? YES

Details : Morristown NJ 07960

Has the insurance company been contacted? YES

Insurance company advised: They would get back to them on monday to advise

Insurance company contact information: State Farm Ins co. Ron Fluder

Coach builder:

City : Bernardsville

State : New Jersey

Zip Code : [REDACTED]

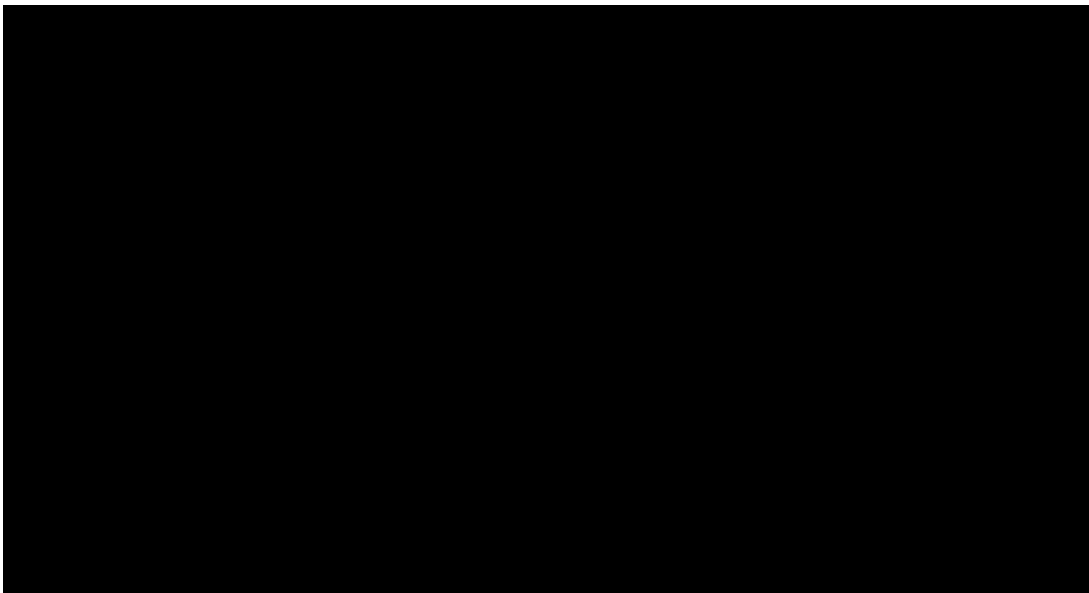
Vehicle Location: [REDACTED] Mendham NJ [REDACTED]

Attorney information:

CVO Contact:

Resolution Customer is seeking: Have the car fixed for stalling concern and body damage repaired

Comments:





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) 866-4380, 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

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

PLEASE REMIT ALL CORRESPONDENCE TO THE WESTERN PA OFFICE

May 16, 2013

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

Re: [REDACTED] v. Ford Motor Company
Allegheny County Docket No.: AR-13-001840

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, Allegheny 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

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 COMPOUNO
TIMOTHY J. ABEL JR.
JOSEPH L. GENTILCORE
ALFRED J. TUMOLO III

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
Member, CA Bar
Member, WI Bar
Member, TX Bar
Member, WV Bar
Certified by the New Jersey
Supreme Court as a Civil Trial
Attorney

Joan Hammer

From: Allegheny E-File
Sent: Monday, May 13, 2013 8:58 AM
To: Joan Hammer
Subject: FW: Allegheny County Court of Common Pleas Event Notification: AR-13-001840

Lisa T. Graham, Office Manager

Kimmel & Silverman, P.C.
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Ambler Office
30 East Butler Pike
Ambler, PA 19002
V:1-215-540-8888 x113
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Thank you.

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-----Original Message-----

From: [REDACTED]
Sent: Monday, May 13, 2013 8:45 AM
To: Allegheny E-File
Cc: [REDACTED]
Subject: Allegheny County Court of Common Pleas Event Notification: AR-13-001840

~~An Arbitration Hearing has been scheduled for~~

~~Case Number 'AR-13-001840' Niccolai etal vs Ford Motor Company~~

~~at Room 702, City-County Building on 09/11/2013 at 09:00:00.~~

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Joan Hammer

From: Allegheny E-File
Sent: Monday, May 13, 2013 8:57 AM
To: Joan Hammer
Subject: FW: Dockets approved confirmation CaselD :AR-13-001840

Lisa T. Graham, Office Manager

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-----Original Message-----

From: [REDACTED]
Sent: Monday, May 13, 2013 8:45 AM
To: Allegheny E-File
Cc: [REDACTED]
Subject: Dockets approved confirmation CaseID :AR-13-001840

5/13/2013 Please be advised that the following case has been accepted by the Allegheny County Civil/Family Division. Temporary case number:TMP249944

Permanent case number:AR-13-001840
Description:[REDACTED] vs Ford Motor Company
Status:Approved. Docket details are as follows:
Case ID:AR-13-001840 Docket Type:COMPL
Sequence nbr:1
Amount:\$142.50
Client ID:[REDACTED]
Company ID:KIMMELSILVERMAN.
Filing Date:5/10/2013 Filing Time:15:36:35.

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• 412-350-HELP (412-350-4357) or e-mail ServiceDesk@AlleghenyCounty.US

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

**CATHERINE NICCOLAI and
RAYMOND C. NICCOLAI,**

CIVIL DIVISION

Plaintiffs,

vs.

NO.:

FORD MOTOR COMPANY,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiffs:
Catherine Niccolai and
Raymond C. Niccolai

COUNSEL OF RECORD FOR THIS PARTY:

Robert A. Rapkin, Esquire
Identification No. 61628

KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

WRIT WAIVED

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

CATHERINE NICCOLAI
PLAINTIFF

RAYMOND C. NICCOLAI

FORD MOTOR COMPANY
DEFENDANT

ARBITRATION DOCKET

NO. _____ - _____ - _____

VS.

HEARING DATE: _____

Court Room 2
City-County Building
7th Floor
9:00 A.M.

NOTICE TO DEFEND

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

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

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

HEARING NOTICE

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

DUTY TO APPEAR AT ARBITRATION HEARING

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

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING. IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

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

CATHERINE NICCOLAI and
RAYMOND C. NICCOLAI,

Plaintiffs,

vs.

FORD MOTOR COMPANY,

Defendant.

No.:

COMPLAINT

1. Plaintiffs, Catherine Niccolai and Raymond C. Niccolai, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, residing at 234 Oaklyn Road, Bethel Park, PA 15102.

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

BACKGROUND

3. On or about July 08, 2009, Plaintiffs purchased a demo 2010 Ford Fusion, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 3FAHP0CGXAR101660.

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$35,131.20. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. The first documented warranty repair attempt is believed to have occurred on or before February 08, 2011, when the vehicle odometer showed 18,877 miles. On that date, repair attempts were made to the defective weatherstripping around rear window and frost on inside of

windshield. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

11. The second documented warranty repair attempt is believed to have occurred on or before March 19, 2011, when the vehicle odometer showed 21,343 miles. On that date, repair attempts were made to the defective weatherstripping around rear window. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

12. The third documented warranty repair attempt is believed to have occurred on or before April 09, 2011, when the vehicle odometer showed 21,955 miles. On that date, repair attempts were made to the wrench light came on while driving on the highway and no throttle response. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

13. The fourth documented warranty repair attempt is believed to have occurred on or before April 15, 2011, when the vehicle odometer showed 22,023 miles. On that date, repair attempts were made to the wrench light came on while driving and no throttle response. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

14. The fifth documented warranty repair attempt is believed to have occurred on or before August 15, 2011, when the vehicle odometer showed 26,917 miles. On that date, repair attempts were made to the defective battery. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

15. The sixth documented warranty repair attempt is believed to have occurred on or before September 16, 2011, when the vehicle odometer showed 29,013 miles. On that date,

repair attempts were made to the wrench light came on while driving. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "F".

16. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq. A true and correct copy of the additional warranty invoice is attached hereto, made a part hereof and marked Exhibit "G".

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

23. 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.

24. 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.

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

26. 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.

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

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

29. 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.

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

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

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

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

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

COUNT II
PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

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

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

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

37. 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."

38. 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.

39. 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.

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

41. 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.

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

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

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

KIMMEL & SILVERMAN, P.C.

/S/

By: _____
Robert A. Rapkin, Esquire
Attorney for Plaintiffs
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

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 Plaintiffs, in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that any false statements made herein are subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

/s/

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiffs



RETAIL INSTALLMENT CONTRACT

Date

1. If this box is checked, this is a simple interest contract WITH a "Balloon Payment" as the last scheduled payment. If this box is not checked, this is a simple interest contract WITHOUT a "Balloon Payment" as the last scheduled payment.

2. Buyer (and Co-Buyer) Name and Address (Include County and Zip Code) RAYMOND C NICCOLAI 234 OAKLYN ROAD BETHEL PARK PA 15102	Seller (Creditor) Name and Business Address KENNY ROSS FORD SOUTH INC. 3200 LIBRARY ROAD PITTSBURGH, PA 15234
--	--

3. WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable (jointly and severally if both a Buyer and Co-Buyer sign below) for any amount due. In this Contract, "we," "us," and "our" mean the Seller named above and, after assignment and acceptance, the Seller's assignee, JPMorgan Chase Bank, N.A., acting on its own or as agent for an affiliated entity (and any subsequent assignee).

4. DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle.

New, Used or Demo	Year	Weight (lbs.)	Make and Model	Body Type	Vehicle Identification No.	Key No.	Use for Which Purchased
DEMO	2010		FORD FUSION	SDN	3FADP0CGXAR101650		<input type="checkbox"/> personal <input type="checkbox"/> business <input type="checkbox"/> agricultural

If truck - Describe body, gross vehicle weight and major items of equipment sold.

5. NOTICE TO BUYERS OF USED OR DEMONSTRATION 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.

6. FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of
4.39 %	\$ 1354.54	\$ 14696.66	\$ 16051.20	\$ 19080.00 \$ 35131.20

PAYMENT SCHEDULE: Your payment schedule will be 48 monthly payments of \$ 336.40 each, due on the same day of each month starting on 08/07/09.

BALLOON PAYMENT: If this Contract is checked with "Balloon Payment" above, your payment schedule will be N/A monthly payments of \$ N/A each, due on the same day of each month starting on N/A, and then your last payment ("Balloon Payment") will be \$ N/A, due on N/A.

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If a payment is more than 10 days late, you may be charged 2% of the unpaid amount of that payment.

OTHER ITEMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

7. IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THIS CONTRACT, YOU MAY LOSE YOUR VEHICLE.

8. ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price:	1740.16		31149.16
A. Cash price of vehicle (including sales tax of \$ _____ any, accessories, their installation and taxes)		\$	
2. Downpayment:			5500.00
A. Net agreed value of trade-in		\$	
(<u>2002</u> year, <u>BUICK</u> make, _____ model)		\$	1500.00
B. Manufacturer's rebate applied to downpayment		\$	1200.00
C. Cash Downpayment		\$	
D. Total Downpayment (A + B + C)		\$	19040.00

ALL-STATE LEGAL
 PLAINTIFF'S EXHIBIT
A

3. Unpaid Balance (1A. Less 2D):

4. Other charges, including amounts paid to others on your behalf:

A. Cost of Optional Credit Life and/or Accident and Health Insurance for the term of this Contract Paid to the Insurance Company of Companies Named Below:

Life \$ N/A Disability, Accident and Health \$ N/A

B. Official fees paid to government agencies for:

- X Lien Filing Fee
X License and Registration Fee
X Certificate of Title Fee
N/A Other Govt Fees

I request Optional Gap coverage under the terms in Section 20 and for the amount shown in Section 4C. If no amount is shown and you have not received a copy of a Gap waiver or insurance policy, there is no Gap coverage.

C. Other Charges (identify who will be paid and purpose):

- To KENNY RUSS For Optional Gap Coverage
To JREA WARRANTY For EXT WARRANTY
To N/A For N/A
To N/A For N/A
To N/A For N/A
To N/A For N/A
To N/A For N/A
To N/A For N/A

Buyer's and Co-Buyer's Initials
N/A
135.00
1469.65
N/A
N/A
N/A
N/A
N/A

D. Total other charges and amounts paid to others on your behalf (A + B + C)

5. Amount Financed (sum of 3 plus 4D)

** We may retain, or receive, a portion of these amounts.

1628.50
14696.65

9. Additional Disclosures

- 6. Finance Charge
7. Time Balance *(Total of Payments) (5 plus 6)
8. Payment Schedule: See Federal Truth-in-Lending Disclosures above.

1354.54
16051.20

10. PROMISE TO PAY: You promise to pay us the Amount Financed shown above, plus a Finance Charge applied to the unpaid balance of the Amount Financed each day. The daily rate Finance Charge is equal to 1/365th of the Annual Percentage Rate shown above.

11. PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest contract. This means that since we compute your Finance Charge each day on the unpaid balance of the Amount Financed, the amount of the Finance Charge shown above may vary depending upon when your payments are received. Therefore, the earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. If you pay on time, you will not owe a late fee and we will apply your payment first to accrued Finance Charge and then to the unpaid balance of the Amount Financed. If you pay late, you will owe a late fee and we will apply your payment first to accrued Finance Charge, then to the scheduled unpaid balance of the Amount Financed, then to unpaid late fee, and then to the remaining unpaid balance of the Amount Financed. If you make any payments after they are due, including payments due because we allow you to extend the term of this Contract, your final payment will be larger than originally scheduled. We will advise you of any additional amount you owe us after you make your last payment (if it is \$1.00 or more). We will send you a check for any amount owed you (if it is \$1.00 or more).

12. BALLOON PAYMENT: IF THIS CONTRACT IS CHECKED WITH "BALLOON PAYMENT" ABOVE, THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS. THE LAST SCHEDULED PAYMENT IS SUBSTANTIALLY LARGER THAN EACH OF THE OTHER SCHEDULED PAYMENTS. The due date and amount of this last scheduled payment are shown above. That amount may be less than what we estimate the vehicle will be worth at the time such payment is due. Paragraph 16 on the reverse side entitled "LAST PAYMENT OPTIONS" applies. The odometer reading referred to in Section (B)(3) of such paragraph is N/A miles, the excess mileage charge referred to in Section (B)(3) of such paragraph is N/A per mile and the disposition fee referred to in Section (B)(1) of such paragraph is N/A

N/A Buyer's Initials N/A Co-Buyer's initials. By initialing here, you acknowledge that you understand these charges and the provisions of paragraph 16 entitled "Last Payment Options", on the reverse side of this Contract.

13. CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail.

If you want the following insurance, sign below:

- Life (Buyer Buyer Both) at a premium of \$ term of
Credit life insurance will pay your debt on this Contract up to \$
Disability, Accident and Health (Buyer Only) at a premium of \$ for a term of
Credit disability, accident and health insurance will pay your debt on this Contract up to \$
The name of the insurer is Name of Home Office Address

Buyer Signature Date Co-Buyer Signature Date

WARNING: Any insurance provided by the Seller does not cover liability for injury to persons or damage to property of others unless indicated in the policy.

14. PROPERTY INSURANCE: Insurance coverage for loss or damage to the vehicle (collision, fire and theft) is required and you have the option of furnishing the required insurance either through your existing policies or you may purchase equivalent insurance coverage through anyone you wish acceptable to the Seller. If you elect to purchase this coverage through the Seller, it will be furnished by for the initial term of

at a premium of, but such charge is not included in this Contract.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON THE REVERSE SIDE BEFORE SIGNING BELOW.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its

MAY-02-2013 10:24

From: 4126642045

Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____

WARNING: Any insurance provided by the Seller does not cover liability for injury to persons or damage to property of others unless indicated in the policy.

- 14. **PROPERTY INSURANCE:** Insurance coverage for loss or damage to the vehicle (collision, fire and theft) is required and you have the option of furnishing the required insurance either through your existing policies or you may purchase equivalent insurance coverage through anyone you wish acceptable to the Seller. If you elect to purchase this coverage through the Seller, it will be furnished by N/A for the initial term of N/A at a premium of _____ but such charge is not included in this Contract.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON THE REVERSE SIDE BEFORE SIGNING BELOW.

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.

BY SIGNING THIS CONTRACT, YOU ACKNOWLEDGE THAT IT CONTAINS AN "AGREEMENT TO ARBITRATE DISPUTES" ON THE REVERSE SIDE, THAT YOU HAVE READ IT AND AGREE TO ITS TERMS.

NOTICE TO BUYER: Do not sign this contract if blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

Buyer Signs [Signature] Co-Buyer Signs [Signature]

By signing here, the Seller agrees to the terms of this Contract and assigns this Contract to Seller's assignee under the terms agreed to by Seller and Seller's assignee.

Seller (Creditor) Signs _____ By [Signature] Title [Signature]

Undersigned hereby acknowledges receipt from Seller of a true, correct and complete copy of this Contract at time of execution.

Buyer Signs [Signature] Co-Buyer Signs [Signature]

FORM NO. CAFR-Pennsylvania REV. 1/06

Ptg. 4/08

TO ORDER CALL (800) 422-3102 OR FAX (866) 299-8534 © 2006 JPMorgan Chase Bank, N.A

BUYER'S COPY

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT TO ARBITRATE IN A LAWSUIT.

CUSTOMER #: P34836

228866

KENNY ROSS

RAYMOND & CATHE NICCOLAI
234 OAKLYN RD
BETHEL PARK, PA 15102-1245
HOME:412-854-5873 CONT:N/A
BUS: 412-641-4871 CELL:

INVOICE

FORD SOUTH
3200 Library Road
castle Shannon, PA 15234
(412) 881-0001
www.kennyross.com

PAGE 1

SERVICE ADVISOR: 4875 SCOTT ALBORG

REG	CDR	YEAR	MAKE	MODEL	VIN	LICENSE	REG	MILEAGE	INT	OUT	ATTAG
UG	WHITE	10	FORD	FUSION	3FAHP0CGXAR101660			18877/18877			T783
MODEL DATE	PRGD DATE	WARR EXP	PROMISED	TRF NO	RATE	PAYMENT	INTV DATE				
08JUL09	DL16FEB09		17:00	08FEB11	83.00	CASH	08FEB11				

WARRANTY OPENED: READY: OPTIONS: STK:10L00000
 08:52 08FEB11 09:10 08FEB11 ENG:99G 3.0L 4V V6 DURATEC ENGINE
 TRN:44W 6-SPEED AUTO TRANSMISSION 1)JMA (More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CUSTOMER STATES THAT THE GASKET ON THE WINDOW IS OFF							
MISC reinstall rear glass bottom weatherstrip							
							(N/C)

B CUSTOMER STATES THAT IN THE MORNING FROST WILL BUILD UP ON INSIDE OF WINDSHIELD
 NPF NO PROBLEM FOUND
 9999ISPOL (N/C)

*****YOU MAY RECEIVE A SURVEY FROM FORD REGARDING THE SERVICE YOU RECEIVED TODAY. WE HOPE YOU ARE ****COMPLETELY SATISFIED*** AND WE HAVE EXCEEDED YOUR EXPECTATIONS. PLEASE TAKE A FEW MOMENTS TO COMPLETE AND RETURN YOUR SURVEY. THANK YOU.***

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED SIGNATURE

SERVICE HOURS
 Mon. - Thurs. 7 AM to 6 PM
 Fri. 7 AM to 6 PM
 Sat. 8 AM to 4:30 PM
 * Customer Lounge
 * Early Bird Service
 * Shuttle Service Available

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

ALL-STATE LEGAL
 PLAINTIFF'S EXHIBIT
 B

Thank You For Your Business!
 www.kennyross.com

CUSTOMER #: P34836

230438

KENNY ROSS

INVOICE

RAYMOND & CATHE NICCOLAI
234 OAKLYN RD
BETHEL PARK, PA 15102-1245
HOME:412-854-5873 CONT:N/A
BUS: 412-641-4871 CELL:

FORD SOUTH
3200 Library Road
castle Shannon, PA 15234
(412) 881-0001
www.kennyross.com

PAGE 1

SERVICE ADVISOR: 4875 SCOTT ALBORG

COLOR	YEAR	MAKE/MODEL	VIN	DICENSE / REG	MILEAGE IN / OUT	TAG	
UG WHITE	10	FORD FUSION	3FAHPOCGXAR101660		21343/21343	T042A	
DEL. DATE	PROD. DATE	SWARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INVT. DATE
08JUL09	DD16FEB09		17:00 19MAR11		83.00	CASH	31MAR11

R.O. OPENED	READY	OPTIONS:	STK:10L00000
13:30 19MAR11	15:03 31MAR11	ENG:99G 3.0L 4V V6 DURATEC ENGINE	
		TRN:44W 6-SPEED AUTO TRANSMISSION 1)JMA	(More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A STATE INSPECTION
SI STATE INSPECTION
85007 MAGIERA, RONALD S LIC#: 85007

CP	18.95	18.95
MISC PREP PA STATE INST	-18.95	-18.95
CCF12		

B EMISSION INSPECTION
SIE EMISSION INSPECTION
85007 MAGIERA, RONALD S LIC#: 85007

CP	29.95	29.95
----	-------	-------

C LUBE, OIL AND FILTER CHANGE
MLOF LUBE, OIL AND FILTER CHANGE

85007 MAGIERA, RONALD S LIC#: 85007		
CP	19.48	19.48
1 AA5Z*6714*B FILTER ASSY OIL	5.40	5.40
6 XO*5W20*BSP BULK - OIL	2.39	2.39
1 HAZ01 HAZARDOUS WASTE REMOVAL	1.90	1.90

MROT Prolongs tire life and ensures safety -
rotate tires according to manufacturer's
specifications - visually inspect front and
rear brakes

85007 MAGIERA, RONALD S LIC#: 85007		
CP	0.00	0.00

D CUST STATES WAETHERSTRIP ON REAR GLASS IS HANGING OFF

MISC REPAIR STRIP		
85007 MAGIERA, RONALD S LIC#: 85007		
CP	0.00	0.00

MISC NO CHARGE TO CUSTOMER
CCF14

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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SERVICE HOURS
Mon. - Thurs. 7 AM to 6 PM
Fri. 7 AM to 6 PM
Sat. 9 AM to 4:30 PM
* Customer Lounge
* Entry 6rd Service
* Shuttle Service Available

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE



Thank You For Your Business!
www.kennyross.com

CUSTOMER #: P34836

230438



RAYMOND & CATHE NICCOLAI
234 OAKLYN RD
BETHEL PARK, PA 15102-1245
HOME:412-854-5873 CONT:N/A
BUS: 412-641-4871 CELL:

INVOICE

FORD SOUTH
3200 Library Road
castle Shannon, PA 15234
(412) 881-0001
www.kennyross.com

PAGE 2

SERVICE ADVISOR: 4875 SCOTT ALBORG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE/REG.#	MILEAGE IN/OUT	TAG	
UG WHITE E	10	FORD FUSION	3FAHPCGXAR101660		21343/21343	T042A	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08JUL09	0116FEB09		17:00 19MAR11		83.00	CASH	31MAR11

R.O. OPENED	READY	OPTIONS:
13:30 19MAR11	15:03 31MAR11	STK:10L00000 ENG:99G_3.0L_4V_V6_DURATEC_ENGINE TRN:44W_6-SPEED_AUTO_TRANSMISSION 1)JMA (More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

*****YOU MAY RECEIVE A SURVEY FROM FORD REGARDING THE SERVICE YOU RECEIVED TODAY. WE HOPE YOU ARE ***COMPLETELY SATISFIED*** AND WE HAVE ***EXCEEDED YOUR EXPECTATIONS.*** PLEASE TAKE A FEW MOMENTS TO COMPLETE AND RETURN YOUR SURVEY. THANK YOU!!!!*****

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By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE	CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE
------	--------------------	--

SERVICE HOURS	DESCRIPTION	TOTALS
Mon. - Thurs. 7 AM to 8 PM	LABOR AMOUNT	78.38
Fri. 7 AM to 6 PM	PARTS AMOUNT	21.64
Sat. 8 AM to 4:30 PM	GAS, OIL, LUBE	0.00
* Customer Lounge	SUBLET AMOUNT	0.00
* Entry 2nd Service	MISC. CHARGES	-100.02
* Shuttle Service Available	TOTAL CHARGES	0.00
	LESS INSURANCE	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	0.00

CUSTOMER #: P34836

231377

KENNY ROSS

INVOICE

RAYMOND & CATHE NICCOLAI
234 OAKLYN RD
BETHEL PARK, PA 15102-1245
HOME:412-854-5873 CONT:N/A
BUS: 412-641-4871 CELL:

FORD SOUTH
3200 Library Road
castle Shannon, PA 15234
(412) 881-0001
www.kennyross.com

PAGE 1

SERVICE ADVISOR: 4875 SCOTT ALBORG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE/REG	MILEAGE IN / OUT	TAG	
UG WHITE F	10	FORD FUSION	3FAHP0CCXAR101660		21955/21955	T553	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08JUL09	DD16FEB09		17:00 09APR11		83.00	CASH	09APR11

R.O. OPENED	READY	OPTIONS					
12:45 09APR11	13:42 09APR11	STK:10L00000 ENG:99G 3.0L 4V V6 DURATEC ENGINE TRN:44W 6-SPEED AUTO TRANSMISSION 1)JMA (More...)					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CUST STATES WRENCH LIGHT CAME ON AFTER DRIVING. NO THROTTLE RESPONSE
 MISC REC TEST- NO CODES- PCM SELT TEST PASS- TB
 TEST PASS
 85004 CANCELLIERE, HEATHER M LIC#: 85004
 ISPOE (N/C)

 *****YOU MAY RECEIVE A SURVEY FROM FORD
 REGARDING THE SERVICE YOU RECEIVED TODAY. WE
 HOPE YOU ARE ***COMPLETELY SATISFIED*** AND
 WE HAVE ***EXCEEDED YOUR EXPECTATIONS.***
 PLEASE TAKE A FEW MOMENTS TO COMPLETE AND
 RETURN YOUR SURVEY. THANK YOU!!!!*****

4/12/11 Ford
1-800-392-3673 - 5
AMANDA
customer care service will call wed - 4.3
8A 430P-
Rep - 866-631-3788 - 7747

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.	SERVICE HOURS Mon - Thurs 7 AM to 6 PM Fri 7 AM to 6 PM Sat 8 AM to 4:30 PM * Customer Lounge * Early Bird Service * Shuttle Service Available	DESCRIPTION	TOTALS
		By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.	ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.
DATE	CUSTOMER SIGNATURE	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 For Your Business!
 www.kennyross.com

CUSTOMER #: P34836

231621

KENNY ROSS

RAYMOND & CATHE NICCOLAI
234 OAKLYN RD
BETHEL PARK, PA 15102-1245
HOME:412-854-5873 CONT:412-641-4871
BUS: 412-641-4871 CELL:

INVOICE

FORD SOUTH
3200 Library Road
castle Shannon, PA 15234
(412) 881-0001
www.kennyross.com

PAGE 1

SERVICE ADVISOR: 4875 SCOTT ALBORG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE/REG. #	MILEAGE IN / OUT	TAG	
UG WHITE F	10	FORD FUSION	3FAHP0CGXAR101660		22023/22023	T702	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	P.O. NO.	RATE	PAYMENT	INV. DATE
08JUL09	DL16FEB09		20:00 20APR11		83.00	CASH	25APR11

R.O. OPENED	READY	OPTIONS
08:06	15APR11	09:25 25APR11

STK:10L00000
ENG:99G 3.0L 4V V6 DURATEC ENGINE
TRN:44W 6-SPEED AUTO TRANSMISSION 1)JMA (More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A C/S: WRENCH LIGHT CAME ON AT HIGHWAY SPEEDS -TURNED OFF CAR- LIGHT IS OFF- WOULD NOT ACCEL OVER 3MPH WHEN LIGHT DID COME ON
CAUSE: SELF TEST, NO DTCS MONITOR PIDS, MAF, TP, ETB DEGREE, FOUND ETB DEGRESS OFF - OFF BY 5 DEGREES INTERMITTENTLY, REPLACED THROTTLE BODY.
12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
85004 CANCELIERE HEATHER M LIC#: 85004 W94 (N/C)
1 9L8Z*9E926*A THROTTLE BODY AND MOTOR ASY 12650D80 PID RECORDER/MONITOR TEST - L
85004 CANCELIERE HEATHER M LIC#: 85004 W94 (N/C)
9926A THROTTLE BODY AIR INTAKE - REPLACE (9E926) - L
85004 CANCELIERE HEATHER M LIC#: 85004 W94 (N/C)
FC# P09 42
PART#: 9L8Z*9E926*A
COUNT:
CLAIM TYPE:
AUTH CODE:
4030

22023 SELF TEST, NO DTCS MONITOR PIDS, MAF, TP, ETB DEGREE, FOUND ETB DEGRESS OFF - OFF BY 5 DEGREES INTERMITTENTLY, REPLACED THROTTLE BODY. CONTACTED HOTLINE - CONTACT ID NUMBER 104503294

created 2011-04-12 09:31:00am *****YOU MAY RECEIVE A SURVEY FROM FORD taken by Scott Al borg REGARDING THE SERVICE YOU RECEIVED TODAY. WE HOPE YOU ARE ***COMPLETELY SATISFIED*** AND WE HAVE ***EXCEEDED YOUR EXPECTATIONS.*** PLEASE TAKE A FEW MOMENTS TO COMPLETE AND RETURN YOUR SURVEY. THANK YOU!!!!*****

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received for had the opportunity to inspect any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

SERVICE HOURS	DESCRIPTION	TOTALS
Mon - Thurs 7 AM to 8 PM Fri 7 AM to 6 PM Sat 8 AM to 4:30 PM * Customer Lounge * Early Bird Service * Shuttle Service Available	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

DATE CUSTOMER SIGNATURE AUTHORIZED SIGNATURE

ALL-STATE LEGAL
PLAINTIFF'S EXHIBIT
E

Thank You For Your Business!
www.kennyross.com

85004

LHUR

702

CUSTOMER #:P34836

231621

AR101660

RAYMOND & THE NICCOLAI

WORKORD:

234 KLYN RD

PAGE 1

BETHLE PARK, PA 15102-12

3200 Library Road
Castle Shannon, PA 15234

NO@NO.COM

(412) 881-0001

HOME: 412-854-5873 CONT: 412-641-4871

www.kennyross.com

BUS: 412-641-4871 CELL:

SERVICE ADVISOR: 4875 ALBORG, SCOTT

COLOR	YEAR	MAKE	MODEL	VIN	LICENSE/REG #	MILEAGE IN/OUT	TAG
UG WHITE	10	FORD	FUSION	3FAHP0CGXAR101660		22023/	T702
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
08JUL09 IS							
08JUL09 DD	16FEB09		20:00 20APR11		83.00	CASH	
R.O. OPENED	READY	OPTIONS	STK:10L00000				
15APR2011 08:06		ENG:99G 3.0L 4V V6 DURATEC ENGINE	TRN:44W 6-SPEED AUTO TRANSMISSION 1)JMA (More...)				

LINE OF CODE TECH. TYPE DESCRIPTIONS/INSTRUCTIONS
 # A DIMIL W94 C/S: WRENCH LIGHT CAME ON AT HIGHWAY SPEEDS. TORNE
 OFF CAR- LIGHT IS OFF- WOULD NOT ACCEL OVER 3MPH WHEN
 LIGHT DID COME ON

*SAC test no DTCs
 Monitor PDS MAF TP E/B des/Act
 E/B des/Actual one off by 5 degrees
 Intermittently
 Replace Throttle Body*

*85004
 415-11*

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CHARGES FOR DIAGNOSTIC/PARTIALLY COMPLETED WORK: If I authorize commencement of repairs or disassembly of the vehicle or a vehicle component for diagnostic purposes and do not authorize completion of a repair or service, I understand that a charge will be imposed for disassembly, reassembly or partially completed work and I agree to pay the same. Such charges will be directly related to the actual amount of labor and parts involved in the inspection, repair or service.

PAYMENT TERMS: I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the cost of labor, materials, parts and any other authorized charges.

I understand that the Dealership is not responsible for any delays caused by unavailability of parts or shipping by the parts manufacturer, distributor or transporter. I hereby grant the Dealership permission to operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle. The Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond its control.

Customer Signature _____ Date _____

PARTS: All parts installed are new unless otherwise indicated. Upon request, replaced parts will be returned to you, or will be made available for inspection, where possible, if the parts must be returned to a manufacturer or some other person under a warranty or rebuilding arrangement.

Discard Replaced Parts _____ (INITIAL) Return Replaced Parts _____ (INITIAL)

ESTIMATE: OUR DEALERSHIP WILL PROVIDE YOU WITH AN ESTIMATE OF THE COST OF REPAIRS OR SERVICES UPON REQUEST. YOU MAY WAIVE YOUR RIGHT TO A WRITTEN ESTIMATE AND REQUIRE THAT YOU BE NOTIFIED IF THE PRICE EXCEEDS AN AMOUNT YOU HAVE SPECIFIED. YOU MAY WAIVE YOUR RIGHT TO AN ESTIMATE WHICH GIVES OUR DEALERSHIP THE RIGHT TO SET THE PRICE WITHOUT YOUR PERMISSION. PLEASE INDICATE THE TYPE OF ESTIMATE YOU WISH TO RECEIVE AND SIGN BELOW.

- I WISH TO RECEIVE (select one) _____ a Written Estimate or _____ an Oral Estimate.
- I DO NOT WISH TO RECEIVE A WRITTEN ESTIMATE. PLEASE PROCEED WITH REPAIRS, BUT CALL ME FOR APPROVAL BEFORE CONTINUING IF THE PRICE WILL EXCEED \$_____.
- I DO NOT WISH TO RECEIVE AN ESTIMATE. I AUTHORIZE THE REPAIR OF THE DESCRIBED PROBLEM WITHOUT A PRICE LIMITATION, PROVIDED THAT I AM INFORMED OF THE HOURLY LABOR RATE PRIOR TO COMMENCEMENT OF REPAIRS.

Customer Signature _____ Date _____

ORIGINAL ESTIMATE	DATE	TIME	MECHANIC OR CONSULTANT	PHONE #	PARTS #	BY	TO	EST. COMPLETION DATE
TOTAL REPAIR ESTIMATE #1	DATE	TIME	MECHANIC OR CONSULTANT	PHONE #	PARTS #	BY	TO	EST. COMPLETION DATE
QUOTED PRICE OF WORK	DATE	TIME	MECHANIC OR CONSULTANT	PHONE #	PARTS #	BY	TO	EST. COMPLETION DATE

TECHNICIAN COPY

CUSTOMER #: P34836

236922



INVOICE

RAYMOND & CATHE NICCOLAI
234 OAKLYN RD
BETHEL PARK, PA 15102-1245
HOME:412-854 5873 CONT:N/A
BUS: 412-641-4871 CELL:

FORD SOUTH
3200 Library Road
castle Shannon, PA 15234
(412) 881-0001
www.kennyross.com

PAGE 1

SERVICE ADVISOR: 2067 MICHAEL WINOWICH

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE/REG.#, MILEAGE IN/OUT, TAG. Row 1: LG WHITE, 10, FORD FUSION, 3FAHP0CGXAR101660, 26917/26918, T852.

Table with columns: DEL DATE, PROD DATE, WARR EXP, PROMISED, PCNO, RATE, PAYMENT, INV DATE. Row 1: 08JUL09, 0116FEB09, 17:00, 15AUG11, 1, 70.00, CASH, 15AUG11.

Table with columns: R/O OPENED, READY, OPTIONS, LIST, NET, TOTAL. Row 1: 07:46, 15AUG11, 14:38, 15AUG11, TRN:44W 6-SPEED AUTO TRANSMISSION 1)JMA (More...)

A CUSTOMER STATES THAT THE BATTERY WENT DEAD LASTNIGHT
CAUSE: CHECK CHARGING SYSTEM OK - BATTERY TEST, CHARGE AND AND RETEST -
BATTERY FAILED - REPLACED BATTERY. RATED 500CCA, 12.83V
344CCA, DTC 148

10654C1 BATTERY - REPLACE (10653/10654/10655) - L
85003 BEHR,RICHARD F LIC#: 85003
W94 (N/C)
1 BXT*96R*500 BATTERY (N/C)
10654C BATTERY - TEST, CHARGE, AND RE-TEST
(10653/10654/10655) - L
85003 BEHR,RICHARD F LIC#: 85003
W94 (N/C)

FC: C25 42
PART#: BXT*96R*500
COUNT:
CLAIM TYPE:
AUTH CODE: X96BN
1882

26917 CHECK CHARGING SYSTEM OK - BATTERY TEST, CHARGE AND AND
RETEST - BATTERY FAILED - REPLACED BATTERY. RATED 500CCA, 12.83V,
344CCA, DTC 148CKOKKS0997, AGES X96BN

*****YOU MAY RECEIVE A SURVEY FROM FORD
REGARDING THE SERVICE YOU RECEIVED TODAY. WE
HOPE YOU ARE ***COMPLETELY SATISFIED*** AND
WE HAVE ***EXCEEDED YOUR EXPECTATIONS.***
PLEASE TAKE A FEW MOMENTS TO COMPLETE AND
RETURN YOUR SURVEY. THANK YOU!!!!*****

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE...

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by is being returned to you in exchange for your payment of the Amount

DATE CUSTOMER SIGNATURE AUTHORIZED SIGNATURE

Table with columns: SERVICE HOURS, DESCRIPTION, TOTALS. Includes rows for LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, SUBLET AMOUNT, MISC. CHARGES, TOTAL CHARGES, LESS INSURANCE, SALES TAX, PLEASE PAY THIS AMOUNT.



Thank You For Your Business!
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CUSTOMER #: P34836

238220

KENNY ROSS

RAYMOND & CATHE NICCOLAI
234 OAKLYN RD
BETHEL PARK, PA 15102-1245
HOME:412-854-5873 CONT:412-641-4871
BUS: 412-641-4871 CELL:

INVOICE

FORD SOUTH
3200 Library Road
castle Shannon, PA 15234
(412) 881-0001
www.kennyross.com

PAGE 1

SERVICE ADVISOR: 7253 THERESA BARRY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE/REG	MILEAGE IN/OUT	TAG	
UG WHITE	10	FORD FUSION	3FAHP0CGXAR101660		29013/29013	T066	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
08JUL09	DD16FEB09		WAIT 16SEP11		70.00	CASH	26SEP11

R.O. OPENED: [] READY: [] OPTIONS: STK:10L00000
 09:52 16SEP11 15:16 26SEP11 ENG:99G 3.0L 4V V6 DURATEC ENGINE
 TRN:44W 6-SPEED AUTO TRANSMISSION 1)JMA (More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

AUC/S/C/S THAT LIGHT IS ON AND IS RUNNING FINE
 CAUSE: SELF-TEST SYS. [DTC P0012] PERFORM TSB 11-5-20, REPL. BOTH VCT
 SOLENOIDS (RD TEST) MILES AFTER REPAIRS

110520A TSB 11-5-20
 85011 WALSH, ILL, DANIEL P. LIC# 85011
 W94 (N/C)

9182*6M280*B SOLENOID ENGINE VARIABLE TIMING (N/C)
 FC: E29 14

PARH 9182*6M280*B
 COUNT:

CLAIM TYPE:
 AUTH CODE:

6473
 SELF-TEST SYS. [DTC P0012] PERFORM TSB 11-5-20, REPL. BOTH VCT
 SOLENOIDS (RD TEST) MILES AFTER REPAIRS

B LUBE, OIL AND FILTER CHANGE
 MLOF7G Lube, Oil Filter- Replace engine oil and

filter, lubricate door hinges and hood
 latch, top off fluids, inspect belts and
 hoses, adjust tire pressure & all point
 vehicle inspection.

85011 WALSH, ILL, DANIEL P. LIC# 85011
 CP

1AASZ*6714*B FILTER ASY OIL
 7 XO*5W20*BSP BULK - OIL 5.40 14.30 14.30
 2.65 2.65 18.55

HAZ01 HAZARDOUS WASTE REMOVAL 2.00 2.00 2.00
 MISC FREE 1ST SERVICE
 CCPAS 40.25 40.25

KENNY ROSS COMPLIMENTARY VEHICLE INSPECTION
 99P KENNY ROSS COMPLIMENTARY VEHICLE INSPECTION

85011 WALSH, ILL, DANIEL P. LIC# 85011
 CP 0.00 0.00

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	<p>ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.</p>	LABOR AMOUNT	
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
	LESS INSURANCE		
	SALES TAX		

DATE CUSTOMER SIGNATURE AUTHORIZED SIGNATURE PLEASE PAY THIS AMOUNT



Thank You For Your Business!
 www.kennyross.com

CUSTOMER #: P34836

238220

Kenny Ross

INVOICE

RAYMOND & CATHE NICCOLAI
234 OAKLYN RD
BETHEL PARK, PA 15102-1245
HOME:412-854-5873 CONT:412-641-4871
BUS: 412-641-4871 CELL:

FORD SOUTH
3200 Library Road
castle Shannon, PA 15234
(412) 881-0001
www.kennyross.com

PAGE 2

SERVICE ADVISOR: 7253 THERESA BARRY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE / REG. #	MILEAGE IN / OUT	TAG	
UG WHITE	10	FORD FUSION	3FAHPCGXAR101660		29013/29013	T066	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO	RATE	PAYMENT	INV. DATE
08JUL09	DE16FEB09		WAIT 16SEP11		70.00	CASH	26SEP11

R/O OPENED	READY	OPTIONS					
09:52 16SEP11	15:16 26SEP11	STK:10L00000 ENG:99G 3.0L 4V V6 DURATEC ENGINE TRN:44W_6-SPEED_AUTO TRANSMISSION 1)JMA (More...)					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

WAIT created 2011-09-08
04:25:00pm taken by Chr istine
Black

*****YOU MAY RECEIVE A SURVEY FROM FORD REGARDING THE SERVICE YOU RECEIVED TODAY. WE HOPE YOU ARE *****COMPLETELY SATISFIED***** AND WE HAVE ***EXCEEDED YOUR EXPECTATIONS *** PLEASE TAKE A FEW MOMENTS TO COMPLETE AND RETURN YOUR SURVEY. THANK YOU!!!!*****

*Thank you very much,
Theresa*

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DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

SERVICE HOURS
Mon. - Thurs. 7 AM to 8 PM
Fri. 7 AM to 6 PM
Sat. 8 AM to 4:30 PM
* Customer Lounge
* Early Bird Service
* Shuttle Service Available

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	14.30
PARTS AMOUNT	25.95
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	-40.25
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Thank You For Your Business!
www.kennyross.com

CUSTOMER #: P34836

242142

KENNY ROSS

INVOICE

RAYMOND & CATHE NICCOLAI
234 OAKLYN RD
BETHEL PARK, PA 15102-1245
HOME:412-854-5873 CONT:N/A
BUS: 412-641-4871 CELL:

FORD SOUTH
3200 Library Road
castle Shannon, PA 15234
(412) 881-0001
www.kennyross.com

PAGE 1

SERVICE ADVISOR: 7253 THERESA BARRY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE/REG.#	MILEAGE IN/OUT	TAG	
UG WHITE F	10	FORD FUSION	3FAHPCGXAR101660		31947/31947	T781	
DL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08JUL09	DL16FEB09		17:00 20DEC11		70.00	CASH	20DEC11

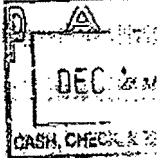
R.O. OPENED	READY	OPTIONS:
08:52 20DEC11	14:53 20DEC11	STK:10L00000 ENG:99G_3.0L_4V_V6_DURATEC_ENGINE TRN:44W_6-SPEED_AUTO_TRANSMISSION 1)JMA (More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CHECK ENGINE LIGHT IS ON AND FLASHING.
MISC ENGINE DIAGNOSTICS. REPAIR WIRING TO THE #6
CYLINDER INJECTOR. CLEAN OFF TOP OF ENGINE.
85003 BEHR, RICHARD F LIC#: 85003
CP 184.05 184.05

B Ford Multi-Point Inspection Report Card
99P Ford Multi-Point Inspection Report Card
85003 BEHR, RICHARD F LIC#: 85003
CP 0.00 0.00

*****YOU MAY RECEIVE A SURVEY FROM FORD
REGARDING THE SERVICE YOU RECEIVED TODAY. WE
HOPE YOU ARE ****COMPLETELY SATISFIED*** AND
WE HAVE ***EXCEEDED YOUR EXPECTATIONS.***
PLEASE TAKE A FEW MOMENTS TO COMPLETE AND
RETURN YOUR SURVEY. THANK YOU!!!!*****



Disc *Claim Number*
113757183

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SERVICE HOURS	DESCRIPTION	TOTALS
Mon - Thurs, 7 AM to 8 PM Fri, 7 AM to 6 PM Sat, 8 AM to 4:30 PM * Customer Loaner * Early Bird Service * Shuttle Service Available	LABOR AMOUNT	184.05
	PARTS AMOUNT	0.00
	GAS, OIL, LUBE	0.00
	SUBLET AMOUNT	0.00
	MISC. CHARGES	0.00
	TOTAL CHARGES	184.05
	LESS INSURANCE	0.00
	SALES TAX	12.88
	PLEASE PAY THIS AMOUNT	196.93

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

Thank You For Your Business!
www.kennyross.com

KENNY ROSS

CUSTOMER #: P34836

252692

INVOICE

RAYMOND & CATHE NICCOLAI
234 OAKLYN RD
BETHEL PARK, PA 15102-1245
HOME:412-854-5873 CONT:412-641-4871
BUS: 412-641-4871 CELL:

FORD SOUTH
3200 Library Road
castle Shannon, PA 15234
(412) 881-0001
www.kennyross.com

PAGE 1

SERVICE ADVISOR: 502067 MICHAEL A WINOWICH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE / REG. #	MILEAGE IN / OUT	TAG	
UG WHITE	10	FORD FUSION	3FAHP0CGXAR101660		39098/39463	T350	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08JUL09	DD16FEB09		WAIT 06SEP12		70.00	CASH	20SEP12

R.O. OPENED	READY	OPTIONS
08:58	06SEP12	STK:10L00000 ENG:99G 3.0L 4V V6 DURATEC ENGINE TRN:44W 6-SPEED AUTO TRANSMISSION 1)JMA (More...)

LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	C/S	C/S THAT CEL IS ON AND IS RUNNING FINE PLEASE CHECK AND ADVISE				
		DIMIL DEFAULT				
		85010 TUSKIN, ROBERT E LIC#: 85010			0.00	0.00
		CP				

B	CHECK ENGINE LIGHT	FACELC CHECK OUT & NEED TO REPLACE CANISTER PURGE VALVE// REPLACED AS PER WARRANTY.				
		85010 TUSKIN, ROBERT E LIC#: 85010				
		CMXX9				
		1 9U5Z*9C915*H VALVE ASY	52.71	52.71	52.71	246.00
						246.00

C	Ford Multi-Point Inspection Report Card	99P Ford Multi-Point Inspection Report Card				
		85010 TUSKIN, ROBERT E LIC#: 85010				
		CP				
					0.00	0.00

created 2012-09-01 11:02:00am *****YOU MAY RECEIVE A SURVEY FROM FORD
 taken by Christine Black REGARDING THE SERVICE YOU RECEIVED TODAY. WE
 COLLECT FROM CUSTOMER \$107 TAX HOPE YOU ARE ****COMPLETELY SATISFIED*** AND
 & DEDUCT INCLUDE D. JM&A TO WE HAVE ***EXCEEDED YOUR EXPECTATIONS.***
 PAY WITH #37351062A. \$198.71 PLEASE TAKE A FEW MOMENTS TO COMPLETE AND
 RETURN YOUR SURVEY. THANK YOU!!!!*****



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By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.	Mon. - Thurs. 7 AM to 6 PM	LABOR AMOUNT	246.00
	Fri. 7 AM to 6 PM	PARTS AMOUNT	52.71
	Sat. 8 AM to 4:30 PM	GAS, OIL, LUBE	0.00
	- Customer Lounge	SUBLET AMOUNT	0.00
	- Early Bird Service	MISC. CHARGES	0.00
	*Shuttle Service Available	TOTAL CHARGES	298.71
	ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	LESS INSURANCE	0.00
		SALES TAX	7.00
		PLEASE PAY THIS AMOUNT	305.71

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

Thank You For Your Business!
www.kennyross.com

CUSTOMER #: P34836

257824

KENNY ROSS

INVOICE

RAYMOND & CATHE NICCOLAI
234 OAKLYN RD
BETHEL PARK, PA 15102-1245
HOME:412-854-5873 CONT:412-641-4871
BUS: 412-641-4871 CELL:

FORD SOUTH
3200 Library Road
castle Shannon, PA 15234
(412) 881-0001
www.kennyross.com

PAGE 1

SERVICE ADVISOR: 502067 MICHAEL A WINOWICH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE / REG. #	MILEAGE IN / OUT	TAG	
UG WHITE	10	FORD FUSION	3FAHPCGXAR101660		43050/43050	T116	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08JUL09	DD16FEB09		WAIT 15FEB13		70.00	CASH	15FEB13
R.O. OPENED		READY	OPTIONS:				
08:20		23JAN13	11:50 15FEB13				
			STK:10L00000				
			ENG:99G_3.0L_4V_V6_DURATEC_ENGINE				
			TRN:44W_6-SPEED_AUTO_TRANSMISSION 1)JMA (More...)				
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A STATES THAT THE WRENCH LIGHT COMES ON AT TIMES

MISC MISCELLANEOUS

85011 WALSH III,DANIEL F LIC#: 85011
CP

0.00 0.00

B Ford Multi-Point Inspection Report Card
99P Ford Multi-Point Inspection Report Card
85011 WALSH III,DANIEL F LIC#: 85011
CP

0.00 0.00

C** STATE INSPECTION
SI STATE INSPECTION
85011 WALSH III,DANIEL F LIC#: 85011
CP

18.95 18.95

MISC FREE STATE INSPECTION
CCF12

-18.95 -18.95

D** EMISSION INSPECTION
EMI EMISSION INSPECTION
85011 WALSH III,DANIEL F LIC#: 85011
CP

39.95 39.95

created 2013-01-18 12:22:00pm taken by Jennifer Forsyth
*****YOU MAY RECEIVE A SURVEY FROM FORD REGARDING THE SERVICE YOU RECEIVED TODAY. WE HOPE YOU ARE ****COMPLETELY SATISFIED**** AND WE HAVE ***EXCEEDED YOUR EXPECTATIONS.*** PLEASE TAKE A FEW MOMENTS TO COMPLETE AND RETURN YOUR SURVEY. THANK YOU!!!!!!*****

DESCRIPTION	TOTALS
LABOR AMOUNT	58.90
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	-18.95
TOTAL CHARGES	39.95
LESS INSURANCE	0.00
SALES TAX	2.79
PLEASE PAY THIS AMOUNT	42.74

Thank You For Your Business!
www.kennyross.com

CUSTOMER #: P34836

259665

KENNY ROSS

RAYMOND & CATHE NICCOLAI
234 OAKLYN RD
BETHEL PARK, PA 15102-1245
HOME:412-854-5873 CONT:412-641-4871
BUS: 412-641-4871 CELL:

INVOICE
DUPLICATE 1
PAGE 1

FORD SOUTH
3200 Library Road
castle Shannon, PA 15234
(412) 881-0001
www.kennyross.com

SERVICE ADVISOR: 502067 MICHAEL A WINOWICH

COLOR: X	YEAR: 10	MAKE/MODEL: FORD FUSION	VIN: 3FAHP0CGXAR101660	CICENSEY REG: JMNA	MILEAGE IN / OUT: 43627 / 43627	TAG: T839
DUPLICATE	PRODY DATE: DD16PEB09	WARRR EXP: 20:00	PROMISED: 13MAR13	RATE: 70.00	PAYMENT: JMNA	INV DATE: 13MAR13

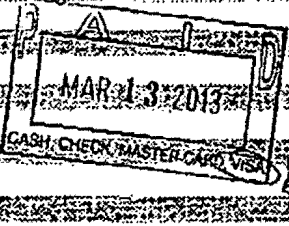
RO OPENED	READY	OPTIONS: STK:10L00000			
13:23 13MAR13	14:06 13MAR13	ENG:99G 3.0L 4V V6 DURATEC ENGINE			
LINE OPCODE	TECH TYPE	HOURS	LIST	NET	TOTAL

A CUSTOMER STATES THAT THE WRENCH LIGHT IS ON
 MISC CHECK OUT & NEED TO REPLACE 4X4 MODULE/
 REPLACED & RETEST FOR NOW
 85011 WALSH III, DANIEL F LIC#: 85011
 CMX9 184.50 184.50
 1 AE5Z*7B453*AA MODULE - TRANSFER SHIFT CONTRO 243.53 243.53 243.53

B Ford Multi-Point Inspection Report Card

899 Ford Multi-Point Inspection Report Card	85011 WALSH III, DANIEL F LIC#: 85011	CP	0.00	0.00
VTIRE Tire tread is marginal. Tires require replacement soon	85011 WALSH III, DANIEL F LIC#: 85011	CP	0.00	0.00
GBATT BATTERY CONDITION IS GOOD AT THIS TIME	85011 WALSH III, DANIEL F LIC#: 85011	CP	0.00	0.00

SHUTTLE created 2013-02-22 *****YOU MAY RECEIVE A SURVEY FROM FORD
 12:57:00pm taken by Jennifer REGARDING THE SERVICE YOU RECEIVED TODAY WE
 Forsyth JM&A TOI PAY WITH HOPE YOU ARE ****COMPLETELY SATISFIED*** AND
 #495309178 FOR \$328.03 CUSTOMER WE HAVE EXCEEDED YOUR EXPECTATIONS
 MER TO PAY \$107 TAX & DEDUCT PLEASE TAKE A FEW MOMENTS TO COMPLETE AND
 INCLUDED RETURN YOUR SURVEY THANK YOU



WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

SERVICE HOURS Mon. - Thurs. 7 AM to 6 PM Fri. 7 AM to 6 PM Sat. 8 AM to 4:30 PM * Customer Lounge * Early Bird Service * Shuttle Service Available ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	DESCRIPTION	TOTALS
	LABOR AMOUNT	184.50
	PARTS AMOUNT	243.53
	GAS, OIL, LUBE	0.00
	SUBLET AMOUNT	0.00
	MISC. CHARGES	0.00
	TOTAL CHARGES	428.03
	LESS INSURANCE	328.03
	SALES TAX	7.00
	PLEASE PAY THIS AMOUNT	107.00

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

Thank You For Your Business!

www.kennyross.com

CUSTOMER #: P34836

260770

KENNY ROSS

RAYMOND & CATHE NICCOLAI
234 OAKLYN RD
BETHEL PARK, PA 15102-1245
HOME: 412-854-5873 CONT: 412-641-4871
BUS: 412-641-4871 CELL:

INVOICE
DUPLICATE 1
PAGE 1

FORD SOUTH
3200 Library Road
Castle Shannon, PA 15234
(412) 881-0001
www.kennyross.com

SERVICE ADVISOR: 502067 MICHAEL A WINOWICH

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE/REG	MILEAGE IN/OUT	TAG	
UG WHITE	10	FORD FUSION	3FAHP0CGXAR101660		44703/45126	T890	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
08JUL09	DD16FEB09		20:00 15APR13		70.00	JMNA	29APR13

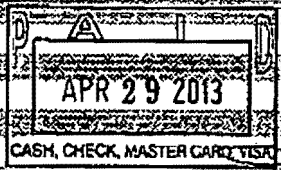
RO OPENED: READY: OPTIONS: STK: 10L00000
 ENG: 99G 3.0L 4V V6 DURATEC ENGINE
 07:21 15APR13 15:58 29APR13 TRN: 44W 6-SPEED AUTO TRANSMISSION 1) JMA (More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

85011 WALSH LIL DANIEL F LICH 85011
 CMX9 246.00, -246.00
 DS729B926A THROTTLE BODY AND MOTOR ASY 171.68, -171.68

 Ford Standard Vehicle Report Card
 99P Ford Standard Vehicle Report Card
 85011 WALSH LIL DANIEL F LICH 85011
 CP 0.00 0.00
 GBATT BATTERY CONDITION IS GOOD AT THIS TIME
 GTIRE Tire tread and wear is ok at this time.

created 2013-04-12 01:18:00pm *****YOU MAY RECEIVE A SURVEY FROM FORD
 taken by Nancy Auman CUST TO REGARDING THE SERVICE YOU RECEIVED TODAY. WE
 PAY \$107 TAX & DEDUCT HOPE YOU ARE ****COMPLETELY SATISFIED** AND
 INCLUDED JMCA TO PAY WITH WE HAVE EXCEEDED YOUR EXPECTATIONS
 #48801495A FOR \$317.68/ PLEASE TAKE A FEW MOMENTS TO COMPLETE AND
 RETURN YOUR SURVEY. THANK YOU



WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
 By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

SERVICE HOURS	DESCRIPTION	TOTAL
Mon - Thurs, 7 AM to 6 PM	LABOR AMOUNT	246.00
Fri, 7 AM to 6 PM	PARTS AMOUNT	171.68
Sat, 8 AM to 4:30 PM	GAS, OIL, LUBE	0.00
* Customer Loans	SUBLET AMOUNT	0.00
* Early Bird Service	MISC. CHARGES	0.00
* Shuttle Service Available	TOTAL CHARGES	417.68
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	LESS INSURANCE	317.68
	SALES TAX	7.00
	PLEASE PAY THIS AMOUNT	107.00

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

Thank You For Your Business!
www.kennyross.com



U.S. POSTAGE PITNEY BOWES



ZIP 19002 \$ 007.77⁰
02 1W
0001378895 MAY 17 2013

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™



7012 3050 0001 3428 8657

First Class Mail



KIMMEL & SILVERMAN
P.C.

30 East Butler Pike, Ambler, PA 19002

TO:

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

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
4/27/2011 CLOSED	[REDACTED] CLP - IN - SERVICE REPAIR - AT RISK	3FAHP0CGXAR [REDACTED] 1455351021	2010 FUSION	04
4/12/2011 CLOSED	[REDACTED] MARKETING-PUBLIC PRIVATE-ESP- ACCESSORY	3FAHP0CGXAR [REDACTED] 1455351021	2010 FUSION	01
4/12/2011 CLOSED	[REDACTED] MISC INQUIRY - CHANGE OF ADDRESS	3FAHP0CGXAR1 [REDACTED] 1455351021	2010 FUSION	02

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VEHICLE DETAIL

VIN: 3FAHP0CGXAR [REDACTED] Engine: 3.0L 4V OHC V6 DURATEC 230HP
Make: Transmission: 6 SPD AUTO TRANS 6F MID-RANGEA
Model: FUSION Paint Code/Color: WHITE PLATINUM TRI-COAT
Year: 2010 Calibration: ADE1A60A
Pay Load: Max Towing Weight:
GVWR: 04727 Axle Ratio:
WheelBase: YMD Warranty Start Date: 7/8/2009
GCWR: Vehicle Build Date: 2/19/2009
PEP Code: 302A

Selling Dealers Name: KENNY ROSSFORD SOUTH, INC.
Selling Dealers P & A Code: 03016 Selling Dealers Sales Code: F44005
Selling Dealers Main Phone: 412-881-0001 Selling Dealers Service Phone: 412-881-0001

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
P0CAR10166 0YMD A F 2 15MT001 9M E 2PW A 7DC
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
LAUM 3BR 2SMK 34 4E005 5 UG FW 8 DG3
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
FAHX 0 V 302A GWPA Y
1 2 3 4 5 6 7 8 9 160

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0CGXAR [REDACTED] Year: 2010 Model: FUSION Case: 1455351021
Name: [REDACTED] Owner Status: Original WSD: 2009-07-08
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: 04/13/2011

Action: TIER II ESCALATION - UNABLE TO DUPLICATE
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. Origin Desc: US CONCERN CASE BASE
Odometer: 22000 MI Comm Type: PHONE
Analyst Name: MUNIZ, AMANDA Analyst: AMUNIZ8
Action Date: 04/12/2011 Action Time: 12.46.13.560 Action Data: No

Comments CUSTOMER SAID: ***CALLER WRITER***NAME:: [REDACTED] DAYTIME NUMBER::
[REDACTED] 3RELATIONSHIP:: SPOUSE* VIN:: 3FAHP0CGXAR [REDACTED] YR/ MK/MODEL:: 2010 FORD FUSION*
ODOMETER:: 22000- EXPERIENCING PROBLEMS WITH VEH- DRIVING ON HIGHWAY VEH WENT FROM 65MPH TO
3MPH- HAD TO TURN VEH OFF THEN RESTART FOR A RESET- TOOK VEH TO DLR AND DLR STATED EVERYTHING
PASSED AND NO ERRORS CAME UP- BELIEVES THE THROTTLE IS GOING OUT ON THE VEH- DLR STATED THAT
IF THEY TAKE A PART ON THE VEH THAT CUST WOULD HAVE TO PAY FOR REPAIR- TOOK VEH TO DLR
SATURDAY- VEH CURRENTLY WITH CUST- PROBLEM HAS NOT OCCURED AGAIN SINCE INCIDENTDEALER SAID:
KENNY ROSSFORD SOUTH, INC. 3200 LIBRARY ROAD PITTSBURGH PA 15234 412-881-0001CRC 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 CUST OF
ABOVE*WHAT IS THE VEH LOCATION:: VEH CURRENTLY WITH CUST- APPOINTMENT TO TAKE VEH BACK NEXT
WEDNESDAY*WHAT IS THE PREFERRED CONTACT #:: [REDACTED] WHAT IS THE BEST TIME TO REACH:: ANYTIME

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22000 MI Comm Type: OTHER
Analyst Name: LEGAULT, JOLYNN Analyst: JLEGAUL2
Action Date: 04/13/2011 Action Time: 15.30.12.381 Action Data: No

Comments CSM JOLYNN X7747 CASE REVIEW _(LTV)_ 69 _(OWNER STS)_ ORIGINAL _(FORD ESP)_ NONE _(AWS)
_ NONE RELATED _(NHL REP)_ NOT AVAILABLE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. Origin Desc: CUSTOMER CARE SOLUTIONS
TEAM
Odometer: 22000 MI Comm Type: OUTBOUND CALL TO
DEALER
Analyst Name: Analyst: JLEGAUL2
LEGAULT, JOLYNN
Action Date: 04/13/2011 Action Time: 15.33.34.402 Action Data: No

Comments _(CALLED KENNY ROSS FORD SOUTH)_ LEFT MSG FOR DAN EVERITT (SM) AT 412-881-0001
REQUESTING CALL BACK

Action: CREATE FOLLOW UP
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. Origin Desc: CUSTOMER CARE
SOLUTIONS TEAM
Comm Type: OUTBOUND CALL TO

Odometer: 22000 MI CUSTOMER
Analyst Name: Analyst: JLEGAUL2
LEGAULT,JOLYNN
Action Date: 04/13/2011 Action Time: 15.40.03.141 Action Data: Yes

Comments (CALLED CUSTOMER)_ LEFT MSG FOR MRS [REDACTED] AT [REDACTED] _ CALLING ABOUT THE CONCERNS WITH THE 2010 FUSION _ ADVISED REP IS WORKING WITH KENNY ROSS FORD SOUTH _ ADVISED WAITING FOR SOME INFORMATION FROM THE DEALERSHIP SO THAT WE CAN ADDRESS THIS ISSUE _ ADVISED REP WILL CALL AS SOON AS REP HAS INFORMATION THAT WILL ASSIST CUSTOMER _ ADVISED OF CONTACT INFORMATION _ ADVISED MRS NICCOLAI IS WELCOME TO CALL REP IF NEEDED WHILE AWAITING ANSWERS

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-18-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22000 MI Comm Type: OUTBOUND CALL TO DEALER
Analyst Name: Analyst: JLEGAUL2
LEGAULT,JOLYNN
Action Date: 04/18/2011 Action Time: 11.32.04.041 Action Data: No

Comments (CALLED KENNY ROSS FORD SOUTH)_ ATTEMPTED TO CONTACT DAN EVERITT (SM) AT 412-881-0001 _ SERVICE LINE RANG SEVERAL TIMES AND AUTO DISCONNECTED _ WILL CALL AGAIN

Action: CREATE FOLLOW UP
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22000 MI Comm Type: OTHER
Analyst Name: LEGAULT,JOLYNN Analyst: JLEGAUL2
Action Date: 04/18/2011 Action Time: 15.41.57.363 Action Data: Yes

Comments AWAITING DEALER UPDATES

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-22-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
Dealer: 03016 KENNY ROSSFORD SOUTH, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 22000 MI Comm Type: OTHER
Analyst Name: LEGAULT,JOLYNN Analyst: JLEGAUL2
Action Date: 04/22/2011 Action Time: 11.34.59.459 Action Data: Yes

Comments AWAITING DEALER UPDATES WITH DIAGNOSIS TO DETERMINE NEXT STEPS

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-28-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: FORD COVERED REPAIR MADE - WARRANTY

Dealer: 03016 KENNY ROSSFORD SOUTH, INC.
Odometer: 22000 MI
Analyst Name: KENNY ROSS FORD SOUTH
Action Date: 04/26/2011

Comm Type: VISIT
Analyst: D-EVERIT
Action Time: 09.38.11.252

Origin Desc: DEALER
Action Data: No

Comments SPOKE TO CUSTOMER 4/25/11 WE REPLACED THROTTLE BODY LAST WEEK FOR CONCERN.CUSTOMER SAID UNIT FIXED.

Action: CONCERN RESOLVED

Dealer: 03016 KENNY ROSSFORD SOUTH, INC.
Odometer: 22000 MI
Analyst Name: CURRY,SCOTT
Action Date: 04/27/2011

Comm Type: PHONE
Analyst: SCURRY15
Action Time: 16.27.29.557
Action Data: Yes

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments PER SM ABOVE COMMENTS VEH IS REPAIRED AND CUST IS IN VEH

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(\$)	
--FORD'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

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All Action Details for Issue

[Print](#)

VIN: 3FAHPOCGXAR [REDACTED] Year: 2010 Model: FUSION Case: 1455351021
Name: [REDACTED] Owner Status: Original WSD: 2009-07-08
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 Origin Desc: MANUAL - PHONE CSR
Dealer: Comm Type: PHONE
Odometer: 22000 MI Analyst: AMUNIZ8
Analyst Name: MUNIZ, AMANDA Action Time: 12.47.35.112
Action Date: 04/12/2011 Action Data: Yes

Caller Information If Different From Vehicle Owner:

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

Comments NO COMMENTS AVAILABLE

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	MISCELLANEOUS/OTHER
ESP OFFER ACTIONS:	NO TRANSFER - CUSTOMER NOT INTERESTED

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0CGXAR [REDACTED] Year: 2010 Model: FUSION Case: 1455351021
Name: [REDACTED] Owner Status: Original WSD: 2009-07-08
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 Origin Desc: MANUAL - PHONE CSR
Dealer: Odometer: 22000 MI Comm Type: PHONE
Analyst Name: MUNIZ, AMANDA Analyst: AMUNIZ8
Action Date: 04/12/2011 Action Time: 12.38.55.806 Action Data: No

Comments CUSTOMER PROFILE UPDATE

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Server: AWS Prod
 Claims loaded through: 04-JUN-2013

Vehicle Information Report

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

VIN:	3FAHPCGXAR	Vehicle Line WERS:	C/DE - FUSION/MILAN/MKZ (ZEPHYR) [06-12]	Engine:	C/SG - 3.0L 4V OHC V6 DURATEC 230HP
Model Year:	2010	Vehicle Line AWS:	DE - FUSION	Global Engine:	E0916 - DURATEC GAS V6 FWD - CP2
Vehicle Type:	C	Vehicle Line Global:	DE - FUSION (LESS HYBRID) (NA-HSAP)	Engine Plant:	EN09 - CLEVELAND #2 RFF
Inv. Dealer:	*	Drive Code:	C/F - 4 WHL L/H FULL TIME DRIVE	Transmission:	C/W6 - 6 SPD AUTO TRANS 6F MID-RANGE
Vehicle Status Code:	800	Body Cab Style:	C/FA - 4 DOOR SEDAN-4 LITE	Global Trans:	A1105 - AT - 6F35 - VDP
Market Derived:	F - FORD	Version/Series:	C/QB - HIGH VERSION - CAR	Trans Plant:	AT11 - A/T VAN DYKE

BUILD INFORMATION:

Region Built:	NA - NORTH AMERICA	Assembly Plant:	A3 - HERMOSILLO PLANT BUILD	Vehicle Load Date:	27-FEB-2009
Country Built:	MEX - MEXICO	Production Date:	19-FEB-2009		

SALE INFORMATION:

Region Sold:	NA - NORTH AMERICA	Arrival Date:	27-MAR-2009	Red Carpet Lease:	*
Country Sold:	USA - UNITED STATES	Sale Date:	08-JUL-2009	Fleet/Retail/Co. Lease:	R
Vehicle Count Flag:	Y	Warranty Start Date:	08-JUL-2009	Modified Vehicle:	*
Selling Dealer St/Prov:	PA	Original WSD:	08-JUL-2009	Warranty Status Ind:	*
Selling Dealer [code]:	KENNY ROSS FORD SOUTH, INC. [144005 - *]			Vehicle Export Flag:	N

VOC:

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

POCAR101660YMD A F 2 15MT001 9M E 2PW A 7DC LAUM 3BR 2SMK 3448005 5 TG FW 8 DG3FAJX 0 V 302A GWPA Y

EOC:

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

INSTALLED OPTION INFORMATION:

Air Conditioning:	C/G - DUAL ZONE AUTO TEMP CONTROL AC	Color(Trim):	000DW - CHARCOAL BLACK	Navis Engine Serial #:	209830084054
Alternator Amp Rating:	*	Delivery Type:	0	Paint:	PN3KP - WHITE PLATINUM TRI-COAT
Audio Disk:		Driveshaft Code:	*	Power Antenna:	* - [N/A]
Axle Ratio:	EGAA9 - 3.208 FINAL DRIVE RATIO	Front Seat:	C/B - SEAT-INDIVIDUAL-L/B DRV/PASS	Radio:	PB - AM/FM STR/MP3/6 DISC CD PLAYER
Axle Type:	* - [N/A]	Fuel Type:	AK - FLEX FUEL ETHANOL	Sound System:	AT - BRANDED AUDIO SOUND SYSTEM
Battery Amp Rating:	*	Fuel Type Engine:	G - Gas	Tire Manufacturer:	AJ - MICHELIN
Brake Code:	* - [N/A]	GVW Class Code:	H	Tire Brand:	0ADECX - Pilot HX MXM4 93V
Brake Code(Service):	* - [N/A]	Instrumentation:	* - [N/A]	Tire Size:	D3KGP - P225/50VR 17
Calibration Code:	ADE1A60A	Mirror(Driver Side):	DA - DRV PWR/HT/CK MIR W/PUDDLE LMP	Traction Control:	* - [N/A]
Color(Accent):	* - [N/A]	Mirror(Psng Side):	DA - PASS PWR HEATED-CK/PUD LMP		

TRACEABILITY INFORMATION

Trace Commodity	Trace Full Number
DA - DRIVER AIRBAG	NDR0902090157
DSC - DRIVER SIDE AIR CURTAIN	LRL0902030334
EN - ENGINE	E1311 050209830084054 0G 758 AA
FT - FUEL TANK	001824350
LF - LEFT FRONT TIRE	M30ADECX0509HHF3X
LR - LEFT REAR TIRE	M30ADECX0609HHLMB
MCC - SYNC CCPU DPS CHECKSUM	000040F1
MCP - SYNC CCPU PART NUMBER	9L2T-14D544-BD
MHP - SYNC HARDWARE PART NUMBER	9L3T-14F130-AB
MSN - SYNC ESN	5L1J009X
MVC - SYNC VMCU CHECKSUM	00003FB3
MVP - SYNC VMCU PART NUMBER	9L2T-14D205-AE
PA - PASSENGER AIRBAG	NPA0902112058
PSC - PASSENGER SIDE AIR CURTAIN	LRR0902100177
RCM - RESTRAINT CONTROL MODULE	ZSP710239221
RF - RIGHT FRONT TIRE	M30ADECX0609HHLPK
RR - RIGHT REAR TIRE	M30ADECX0609HHLNV
SR - SATELLITE RADIO	SAT 029032776357
ST - SPARE TIRE	UYMP ABC5108HWMQ8
TR - TRANSMISSION	A4922 10020990410756179E5P 7000 KA 17

TIRE DOT INFORMATION:

LF:	M30ADECX0509	RF:	M30ADECX0609
LR:	M30ADECX0609	RR:	M30ADECX0609
LI:	*	RI:	*
SPARE:	UYMP_ABC5108	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 - CALIFORNIA/GREEN STATE REQ
* Emission Cert Type:	5
* Emission Decal Suffix:	TFX
* Engine Family:	AFMXV030VDF - 2010 3.0L FUSION MILAN

Any comments? You can contact



webmaster

Server: AWS Prod
 Claims loaded through: 04-JUN-2013

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 05-JUN-13

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
3FAHP0CGXAR [REDACTED]	DE	C/DE	F	C/FA	C/QB	C/F	A3	C/W6	C/SG	19-FEB-2009	08-JUL-2009	144005	USA	13	*	*	*	*	F09	SXX	V00	*	*
AWS Claim Key:	<u>750727</u>	Doc #:	220600A	Trx Code:	10B15	Labor Hrs:	.6	Labor Cost:	49.5	Material Cost:	0	Total Cost:	49.5										
Dir Cd-Sub Cd:	03016-*	Name:	KENNY ROSS FORD SOUTH, INC.	Ph:	412-8810001	St:	PA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	09-JUL-2010	DIST(Mile):	14129								
Cust Comments:	OWNER REQUEST 10B15																						
Tech Comments:	REPROGRAM PCM AND DID LOAD TEST																						
3FAHP0CGXAR [REDACTED]	DE	C/DE	F	C/FA	C/QB	C/F	A3	C/W6	C/SG	19-FEB-2009	08-JUL-2009	144005	USA	22	2E03	9L8Z	9E926	A	F04	S11	V48	P59	42
AWS Claim Key:	<u>2196381</u>	Doc #:	231621A	Trx Code:	S07	Labor Hrs:	1	Labor Cost:	82.5	Material Cost:	150.4	Total Cost:	232.9										
Dir Cd-Sub Cd:	03016-*	Name:	KENNY ROSS FORD SOUTH, INC.	Ph:	412-8810001	St:	PA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	15-APR-2011	DIST(Mile):	22023								
Cust Comments:	C S: WRENCH LIGHT CAME ON AT HIGHWAY SPEEDS TURNED OFF CAR LIGHT IS OFF WOULD NOT ACCEL OVER 3MPH WHEN LIGHT DID COME ON																						
Tech Comments:	SELF TEST, NO DTCS. MONITOR PIDS, MAF, TP, ETB DEGREE, FOUND ETB DEGRESS OFF OFF BY 5 DEGREES INTERMITTENTLY, REPLACED THROTTLE BODY. CONTACTED HOTLINE CONTACT ID NUMBER 104503294																						
3FAHP0CGXAR [REDACTED]	DE	C/DE	F	C/FA	C/QB	C/F	A3	C/W6	C/SG	19-FEB-2009	08-JUL-2009	144005	USA	26	7A01	BXT	96R	500	F03	S09	V19	C25	42
AWS Claim Key:	<u>2857433</u>	Doc #:	236922A	Trx Code:	E83	Labor Hrs:	.4	Labor Cost:	34.06	Material Cost:	109.35	Total Cost:	143.41										
Dir Cd-Sub Cd:	03016-*	Name:	KENNY ROSS FORD SOUTH, INC.	Ph:	412-8810001	St:	PA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	15-AUG-2011	DIST(Mile):	26917								
Cust Comments:	CUSTOMER STATES THAT THE BATTERY WENT DEAD LASTNIGHT																						
Tech Comments:	CHECK CHARGING SYSTEM OK BATTERY TEST, CHARGE AND AND RETEST BATTERY FAILED REPLACED BATTERY. RATED 500CCA, 12.83V, 344CCA, DTC 148CK0KKS0997, ACES X96BN																						
3FAHP0CGXAR [REDACTED]	DE	C/DE	F	C/FA	C/QB	C/F	A3	C/W6	C/SG	19-FEB-2009	08-JUL-2009	144005	USA	27	1C04	9L8Z	6M280	B	F04	S11	V29	E29	14
AWS Claim Key:	<u>3327187</u>	Doc #:	238220A	Trx Code:	S07	Labor Hrs:	2.2	Labor Cost:	187.31	Material Cost:	78.34	Total Cost:	265.65										
Dir Cd-Sub Cd:	03016-*	Name:	KENNY ROSS FORD SOUTH, INC.	Ph:	412-8810001	St:	PA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	16-SEP-2011	DIST(Mile):	29013								
Cust Comments:	C S: C S THAT LIGHT IS ON AND IS RUNNING FINE																						
Tech Comments:	SELG TEST SYSTEM DTC P0012 PERFORM TSB 11 5 20 20,REPL. BOTH VCT SOLENOIDS. RD.TEST 2 MILES AFTER REPAIRS.																						

Any comments? You can contact



webmaster

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number:

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Report Detail Section : [View Details](#)

Attachments: 0

Report# :	BDOB2001 NHL	Received:	04/15/2011
CCRG/EPRC:		Date:	
Vehicle:	2010,FUSION ,SEL AWD,4 DOOR ,SEDAN ,3FAHPOCGXAR [REDACTED]	Build Date:	02/19/2009
Odometer :	22,023 M	Engine:	3.0L 4V
Transmission:	6SP 6F MID	Axle:	3.208 FDR
Dealer:	USA 03016 Kenny Ross Ford South, Inc.	Calibration:	ADE1A60A
City:	Pittsburgh	A/C:	YES
Originator:	HEATHER BERRIER	Phone#:	(412) 881-0001
Symptom:	5 54 2 02 DRV PERF,LACK/LOSS PWR ,ACCEL,ALWAYS		
Status:			
VFG:	V52 DRIVEABILITY		
Additional Symptom:	WRENCH LIGHT		
Fix:	Causal Component :		
Condition Code:			

Hotliner: JDODDS6

Phone: 000 000-0000

Regn Cd: G4 Pittsburgh

Engineering:

Phone:

TAR:

Dir Contact: HEATHER BERRIER

Phone: 000 000-0000

Title Cde: T

KOEO:

KOEC:

KOER:

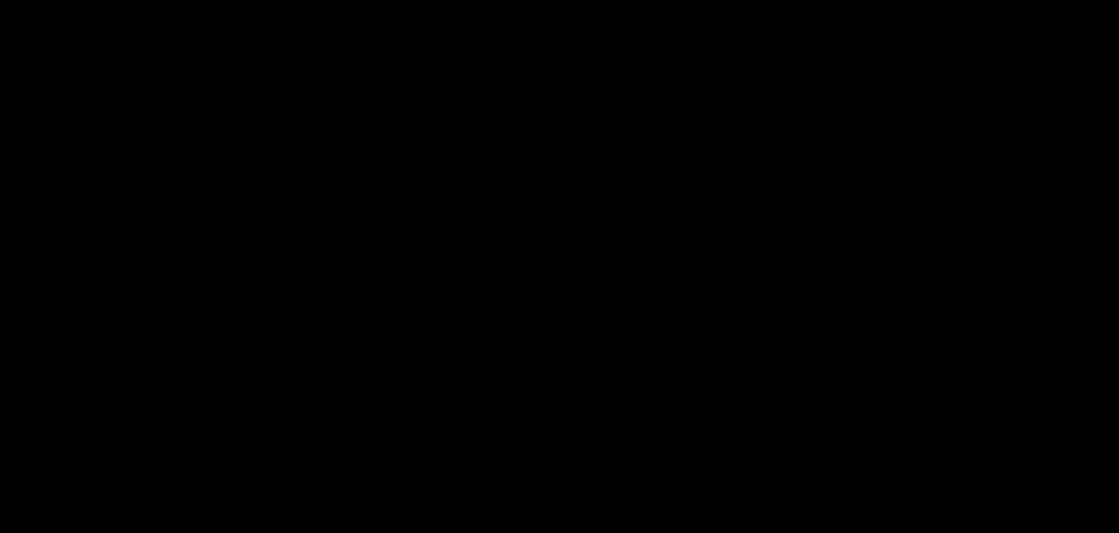
Comments:

REPAIR 04/15/2011 09:36AM JORDAN DODDS MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: WRENCH LIGHT COMES ON AND VEHICLE WILL NOT
ACCELERATE ABOVE 3 MPH. SHUT VEHICLE OFF AND RESTART AND ITS
OK. DIAGNOSTICS: SELF TEST ALL CMDTCS PASS. PCM PASS. NO
DTCS. PARTS REPLACED:: NONE TECH QUESTION: I SUSPECT PROBLEM
WITH THROTTLE BODY BUT IT IS VERY STRANGE TO HAVE WARNING LAMP AND
SERIOUS DRIVEABILITY ISSUE WITH NO CODES. THIS IS THE 2ND TIME I HAVE
SCANNED THIS VEHICLE WITH NO FAULTS INDICATED. WHAT IS THE
MEASURED MECHANICAL FUEL PRESSURE? WHAT IS THE EXHAUST
BACKPRESSURE?

RECOMM **04/15/2011 09:36AM JORDAN DODDS MSS - FCSD - TECH SVC HOTLINE**
HEATHER, A WRENCH LIGHT MAY ILLUMINATE WITHOUT STORING A DTC PROVIDED
THE FAULT HAS NOT REOCCURRED DURING TWO CONSECUTIVE DRIVE CYCLES
(TYPICALLY OLDER VEHICLES) OR THE FAULT HAS NOT OCCURRED LONG ENOUGH.
ADDITIONALLY, A WRENCH LIGHT MAY BE CAUSED BY MAFV,TPV,ETC (ELECTRONIC
THROTTLE CONTROL),CKP AND VEHICLE SPEED (ESM/EGR WHEN
APPLICABLE). PLEASE MONITOR THE ABOVE PIDS FOR ANY CONCERNS. REMOVE
AND INSPECT THE AIR FILTER TO VERIFY A CLEAN OEM FILTER IS INSTALLED.
INSPECT THE MAF FOR ANY CONTAMINATION THAT MAY BE PRESENT ON THE HOT
WIRE ELEMENT THUS INDUCING THIS CONCERN. IF OK, PLEASE VERIFY THAT
ETC_ACT AND ETC_DSD VALUES 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 THE VALUE
EXCEEDS THE SPECIFIED RANGE, REPLACE THE ETB AND RETEST. THERE ARE
NO COMMON TRENDS PERTAINING TO THIS CONDITION TO INFORM YOU OF.

AUDIT **07/02/2011 11:05AM**
SYMPTOM 6 14 5 93 CHANGED TO 5 54 2 02 BY CS012093

Downloaded On: 04/15/2011 11:05 AM



RUDIN, HERZOG, WARD & DONOVAN, P.C.

ATTORNEYS AT LAW
VILLAGE SHOPPES AT COBBS CORNER
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95 WASHINGTON STREET
P.O. BOX 179
CANTON, MASSACHUSETTS 02021-0179

IRVING L. RUDIN (1909-1992)
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JOSEPH P. DONOVAN, JR.

(781) 828-4646
TELEFAX (781) 828-3908
EMAIL JDONOVAN@RHWDPC.COM

PARALEGAL & SUPPORT STAFF

ANITA SLATNICK
ANDREA MILEWSKI

February 10, 2012

VIA FACSIMILE (866) 646-0515

1

Ms. Eileen M. Pawelek
Office of the General Counsel
Ford Motor Company
World Headquarters
One American Road, Suite 405-E5
Dearborn, Michigan 48126

RE: Massachusetts Lemon Law/ Final Repair Attempt
My Client: [REDACTED], [REDACTED] Walpole, MA [REDACTED]

Dear Ms Pawelek :

No. Please.....

My client has lost faith in Ford & this vehicle. If he is unable to convince an arbitrator that this car should be exchanged, he will be trading it in for another brand shortly thereafter, suffering an additional monetary loss. He does not want to interact with Ford or its dealers/agents hereafter. He has lost all faith in your company with this experience.

It's unfortunate since he assisted his son in purchasing a similar Fusion several months before his purchase of the lemon. Interestingly, he subscribes to Consumer Reports online and that was one of the reasons for he and his son purchasing a Fusion. He has been asked to participate in a Consumer Reports Online Vehicle Survey where he will have a first opportunity to vent, before the arbitration.

Unless Ford is willing to offer "substantial" monetary compensation, we will pursue arbitration in this case. Ford, to date, has left us with no alternative as lack of good will, customer satisfaction, and saving a penny are sharply displayed here.

Thank you.

Very truly yours,
RUDIN, HERZOG, WARD & DONOVAN, P.C. 3

Joseph P. Donovan, Jr.

JPD/mbs

cc:



3

3

RUDIN, HERZOG, WARD & DONOVAN, P.C.

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PARALEGAL & SUPPORT STAFF

ANITA SLATNICK
ANDREA MILEWSKI

February 9, 2012

VIA FACSIMILE (866) 646-0515 & FIRST CLASS MAIL

Ms. Eileen M. Pawelek
Office of the General Counsel
Ford Motor Company
World Headquarters
One American Road, Suite 405-E5
Dearborn, Michigan 48126

RE: Massachusetts Lemon Law/ Final Repair Attempt

My Client: [REDACTED], [REDACTED] Walpole, MA [REDACTED]

Dear Ms Pawelek :

I am in receipt of your correspondence dated and faxed to me on February 6, 2012.

Please be advised that your settlement offer on behalf of Ford in this boilerplate response to my Demand is unacceptable to my client.

Our position is previously set out in my correspondence dated January 24, 2012. Further, we most certainly dispute your assertion about the safety and reliability of this vehicle. We will soon be sharing information regarding [REDACTED] experience with this vehicle on the internet (Ford Owners Club/Talk Sessions, etc) and Facebook and I believe that Car Fax & Experian are going to document issues about this particular car, which will, unfortunately, further affect it's resale value. Who wants to buy a lemon that Ford Trained Technicians couldn't repair for over a month? Certainly, not your average savvy consumer.

Moreover, please be informed that we would never waive any of our rights under Massachusetts or Federal Law, manufacturers warranty, etc, for future additional problems for Ford's parsimonious offer of \$ 1,000.00.

Therefore, at this time, if your company is unwilling to exchange the vehicle for an identical vehicle, my client will accept \$ 12,000.00 as compensation for his claim. However, he is not

waiving any future rights against your company in the event that this lemon continues to have serious safety and other defects relating to its reliability..

If either of the above proposals is acceptable to you, then I will draft a settlement agreement.

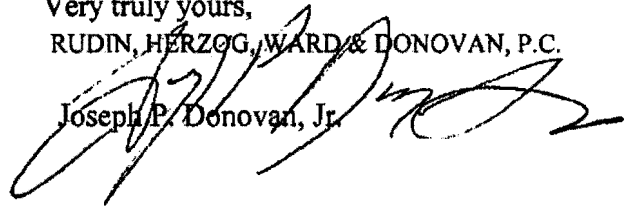
Otherwise, we will be filing for arbitration in this matter and allow an outside party to determine the value of the damages herein and such further and appropriate relief as to this matter.

Please advise me who will be representing you at arbitration and I will forward a copy of our documents to that firm.

Thank you.

Very truly yours,
RUDIN, HERZOG, WARD & DONOVAN, P.C.

Joseph P. Donovan, Jr.



JPD/mbs

cc: [REDACTED]

RUDIN, HERZOG, WARD & DONOVAN, P.C.

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PARALEGALS & SUPPORT STAFF

ANDREA MILEWSKI
ANITA SLATNICK

DATE: 02/09/12

FAX COMMUNICATIONS

TO: Ms. Eileen M. Pawelek
FROM: Attorney Joseph P. Donovan, Jr.
RE: [Redacted] v. Ford Motor Company

Fax No.: (866) 646-0515

COMMENTS: See accompanying pages.

PAGES TO FOLLOW: - 2 -

If you do not receive the correct number of pages, please call as soon as possible. Thank you.

➤➤➤➤➤➤➤➤➤➤ CONFIDENTIALITY NOTICE ☞☞☞☞☞☞☞☞☞☞☞☞☞☞☞☞

The document(s) accompanying this FAX transmission contain(s) information from the Law Firm of RUDIN, HERZOG, WARD & DONOVAN, P.C. which is confidential and privileged. The information is intended to be for the use of the named recipient. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this FAX information is prohibited. IF YOU HAVE RECEIVED THIS FAX BY ERROR, PLEASE NOTIFY US IMMEDIATELY SO THAT WE MAY RETRIEVE THE ORIGINAL DOCUMENTS. THANK YOU FOR YOUR ATTENTION AND COOPERATION.

RUDIN, HERZOG, WARD & DONOVAN, P.C.

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IRVING L. RUDIN (1909-1992)
SRAEL J. HERZOG (1948-1995)
TIMOTHY J. WARD
JOSEPH P. DONOVAN, JR.

RECEIVED JAN 27 2012

9:00 a.m.

PARALEGAL & SUPPORT STAFF

ANITA SLATNICK
ANDREA MILEWSKI

January 24, 2012

VIA CERTIFIED & REGULAR FIRST CLASS MAIL

Ford Motor Company
Consumer Affairs
P.O. Box 1270
Melbourne, FL 32902

RE: Massachusetts Lemon Law/ Final Repair Attempt
My Client: [REDACTED], [REDACTED], Walpole, MA [REDACTED]

Dear Madam/Sir:

This office has been retained to represent the above-referenced [REDACTED] who purchased a 2012 Ford Fusion, Vehicle Identification Number 3FAHP0JG6CR [REDACTED], from Jack Madden Ford, 825 Providence Highway, Norwood, MA on or about December 17, 2011 (see enclosed Motor Vehicle Purchase Contract). My client took delivery of this vehicle on December 20, 2011.

It is my position that the vehicle purchased by my client is a "lemon" under the Massachusetts Lemon Law (specifically Massachusetts General Laws: c. 90 Sec 7N1/2). Accordingly, please be advised that we are making a written demand for relief under the Lemon Law as well as pursuant to the Massachusetts Consumer Protection Act (Massachusetts General Laws, c. 93A, Sec 9).

In summary, my client has been without the use of his vehicle since December 27, 2011.

Please be further advised of the unhappy history of this Ford motor vehicle since the date of purchase as set out herein:

1.) 12/20/11---- [REDACTED] (hereafter referred to as "client" took delivery of the vehicle from Jack Madden Ford.

2.) 12/21/11----Client finds that upon start-up of the vehicle, the wrench light comes on the dash, and the vehicle will not accelerate. Client reviewed the manual which recommends that if the

problem persists, to contact the dealer. In the next two days, the problem occurred on four (4) more occasions.

3.) 12/23/11-----Client went to the service department of Jack Madden Ford and spoke to service advisor, Matt Zuschlag. Mr. Zuschlag was informed of what had been happening. It was agreed that the client would return the vehicle to Jack Madden Ford on Tuesday, December 27, 2011, after the Christmas holiday. Client was advised to see Mr. Zuschlag upon returning. Client asked whether the trouble codes would be stored in the onboard computer until that date and he informed client that they would not necessarily be stored.

4.) 12/23 - 12/26/11—The same issue as listed above occurred 4 additional times over the Christmas holidays.

5.) 12/27/11-----My client returned with his car to Jack Madden Ford and left it at the dealership. It has been at the Dealership since that date. My client was subsequently informed that the dealership was unable to duplicate the problems on either the 27th, 28th, or 29th.

6.) 12/29/11-----On this date, my client again spoke with Matt Zuschlag at approximately 1:30 P.M. He was informed that the service department had been unable to duplicate the issue since the day that it had been dropped off. My client then went to Jack Madden Ford to pick up the vehicle. When he (my client) retrieved the key and started the car, the wrench warning light again came on immediately. My client then left the vehicle running and went to get the service adviser who returned with a mechanic. A laptop was plugged in to determine what was happening. Apparently the mechanic got several readouts and informed my client that it was necessary for the dealer to keep the vehicle and that wiring had to be checked. My client was required to leave his new car at Jack Madden Ford.

7.) 12/30/11-----At approximately 03:30 PM, my client went to the Jack Madden Ford to inquire on the status of his vehicle and when it was being returned to him. He was informed that the "wrench" warning, and the same symptoms of "no acceleration" persisted. He was informed that an accelerator pedal was being ordered but that it would not arrive until after the new year commenced, most likely on or about January 3, 2012. He was further informed that if the problem persisted, the dealer would change the computer.

8.) 01/03/12-----Client called the dealership and was informed that the part had not yet arrived. Client picked up a loaner vehicle.

9.) 01/05/12-----Client went to Jack Madden Ford at approximately 11:30 AM and spoke with Al Brown, the Service Manager. He was informed that the part had arrived that day and he was going to have it installed, road tested, and, if all went well, my client would be able to pick the car later in the day. No one called my client with a status so he later returned to the dealer to check on the matter. He spoke with his salesman, Joe Lovely, who informed my client that he (Mr. Lovely) would check into the status of the matter and call him on Friday morning, January 6, 2012.

10.) 01/06/12----Client received a telephone call from Matt Zuschlag from Jack Madden.

He informed my client that the "throttle body" had been replaced. He was also advised that the vehicle had been tested and it seemed to be fine. My client then returned the loaner vehicle and went to the service department at Jack Madden to pick up his vehicle. When he started the car, once again the troublesome wrench warning appeared with the same problem. He was told by the service manager, Mr. Brown, to leave the car, not to worry, and that they would probably have to go in a different direction. When my client asked Mr. Brown what he meant by "going in another direction," he was informed that the car might need to be replaced. My client once again obtained a "loaner" vehicle.

11.) 01/09/12----On this date my client spoke with his salesman, Joe Lovely, in the morning. He was informed that Jack Madden Ford had decided to put in a PCM--Powertrain Control Module----the car's "brain" as it was described to my client. He was further advised that if that didn't resolve the outstanding defects, he thought that they would probably replace the car. Mr. Lovely said that he had spoken to General Manager Steve Carter about the situation and outstanding issues. My client informed Mr. Lovely that he had seen a very similar car on the Jack Madden inventory list that would work for him as a replacement. A further conversation by phone on this date with Service Manager Al Brown resulted in client being informed that an independent vendor made the part, that it would take about 2 days to obtain it, and then the dealership wanted to drive it "for awhile" before returning the car to my client.

12.) 01/12/12----Client received telephone call from Matt Zushlag from Jack Madden Ford informing client that the part was in and would be installed on the 13th. He was further informed that car would be tested and that client would receive a call with results.

13.) 01/16/12---Client again returned to the dealership and was informed that the "PCM" did not solve the problem.. Salesman Lovely said that he would speak with General Manager Carter about replacing the car. Client was told to call Mr. Lovely, the salesman around 6:00 PM. He called and received a return car from the salesman that he thought that the car had finally been successfully repaired and would call with news in the morning.

14.) 01/17/12----Client made calls to Jack Madden Ford and was informed that there would be a recommendation to replace the car, that it had not been repaired.

15.) 01/18/12---Client called Jack Madden Ford and was advised that there was nothing new to report.

16.) 01/19/12 - 01/23/12---Client has called and gone numerous times to the Jack Madden Ford dealership. He is still without the car that he brought to Jack Madden Ford on 12/27/11.

Accordingly, this situation and these remaining defects substantially impair the use, market value or safety of my client's vehicle. We are hereby allowing you one final repair opportunity (the vehicle has been in the custody of Jack Madden Ford since December 27, 2011). If these repairs are not completed within seven business days of receipt of this letter, my client is entitled to a replacement vehicle acceptable to him or a refund calculated in accordance with the

Lemon Law.

Failure to comply with the Lemon Law is a violation of Massachusetts General Laws, c. 93A, and you may be subject to double or treble damages as well as attorney's fees and court costs if this matter is taken to court.

We look forward to your prompt response.

Very truly yours,
RUDIN, HERZOG, WARD & DONOVAN, P.C.

Joseph P. Donovan, Jr.



JPD/mbs
enclosure

cc:

Jack Madden, President
Steve Carter, General Manager
Al Brown, Service Manager

MOTOR VEHICLE PURCHASE CONTRACT



JACK MADDEN FORD
825 PROVIDENCE HIGHWAY
NORWOOD MA, 02062

FOR CONSUMER USE ONLY

122595

781-782-4200 FAX 781-782-1345

DATE 12/17 2011		ORDER NO.	STOCK NO. 133950	SALESPERSON LOVELY, JOE
STREET ADDRESS			HOME PHONE	
CITY/STATE/ZIP WALPOLE MA 02081			BUSINESS PHONE	
ENTER MY ORDER FOR	<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> FORMER USE (IF APPLICABLE)	<input type="checkbox"/> DEMONSTRATOR	<input type="checkbox"/> POLICE CAR
	<input type="checkbox"/> USED		<input type="checkbox"/> FORMER LEASED CAR	<input type="checkbox"/> REBUILT INSURANCE TOTAL
			<input type="checkbox"/> FORMER DAILY RENTAL	<input type="checkbox"/> TAXICAB
Year 2012	Make FORD	Model Name FUSION	Body Style/Type SD	Model No. POJ
			Transmission <input type="checkbox"/> Standard <input type="checkbox"/> Automatic	(Speeds) 6
			Cyl. 6	Pass. 5
Vehicle Identification No. 3FAHPOJG6CR	Color 1st BLUE	Interior 1st	Top	Odometer mi./km. 22
	Color 2nd	Color 3rd		Approx. Delivery Date 12/17/2011
TRADE IN Year 00 Make OLDS	Model INTR Type SD Color GREEN	WARRANTY INFORMATION This vehicle carries an express warranty. Purchaser may obtain a copy of such warranty from the dealer upon request at time of order and will receive the warranty at time of delivery.		Social Security No.
V.I.N. 1G3WX52H5YF	Odometer 108188 (mi. <input type="checkbox"/> km <input 2"="" type="checkbox/>)</td> <td colspan="/> REGISTRATION FEE/TITLE FEE SALES TAX	Date of Birth		
Transmission <input type="checkbox"/> Standard (Speeds) <input type="checkbox"/> Auto	No. of Cyl. 6 Pass. Doors.	Application for Title <input type="checkbox"/> Application for Reg. <input type="checkbox"/> New <input checked="" type="checkbox"/> Transfer Registration No. Registration Fee \$ 50.00 Title Fee \$ 75.00 Mass. Sales Tax \$ 1486.56		Employer ID No.
Salvage Title Yes <input type="checkbox"/> No <input type="checkbox"/>	PREVIOUS OWNER	Additional Information-Vehicle Purchased LIENHOLDER SHARON CREDIT UNION Address 30 POND ST City/State/Zip SHARON MA 02067 INSURANCE CO. Agent/Branch Address/City		E-mail Address
In the event I fail to take delivery of the vehicle purchased by me within forty-eight (48) hours after I have been notified by you that it is ready for delivery and pay the total contract price in the manner indicated, my deposit in the amount of \$ _____ may, at your option, be retained by you to compensate you in whole or in part for any loss sustained by you. Your right to retain my deposit shall be in addition to and not instead of any other right or remedy provided by applicable law including, without limiting the generality of the foregoing, the sale of the car or truck I agree to purchase. If the amount of my deposit exceeds actual damages sustained by you, you will promptly refund the difference to me.		Sales Tax amount is included in right hand column only when dealership charges 5% issued in payment of Mass. Sales Tax.		Price of Unit \$ 26785.00
Purchaser's Initials []		ALL REBATES AND SALES INCENTIVES OFFERED BY THE MANUFACTURER OR DISTRIBUTOR ARE HEREBY ASSIGNED TO THE DEALER.		Additional Equipment/Items
Purchaser's Initials []		This contract is not binding upon either dealer or purchaser until the following conditions are met: (1) The contract is signed by dealer or his/her authorized representative; (2) Other: (3) Other:		Dealer Installed Accessories
PURCHASER MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND AT ANY TIME UNTIL S/HE RECEIVES A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE. PURCHASER MUST GIVE WRITTEN NOTICE OF CANCELLATION TO THE DEALER.		The front and back of this order comprise the entire agreement between the dealer and purchaser, and no other agreement or understanding has been made or entered into.		1 Total Price \$ 26785.00 2. Discount \$ N/A 3. Trade-In Allowance \$ 1000.00 4. Rebate(s) \$ 2000.00 \$ N/A 5. Trade Difference (line 1 minus lines 2,3, & 4) \$ 23785.00 6. *Mass. Sales Tax (6.25% of 5) 1486.56 7. Title Preparation \$ 5.00 8. Documentary Preparation \$ 275.00 9. Other REG/TITLE FEE \$ 125.00 10. TOTAL CONTRACT PRICE (Total of lines 5,6,7,8 & 9) \$ 25671.56 11. Balance Due on Trade-In \$ N/A 12. Subtotal (Total of lines 10 & 11) \$ 25671.56 13. Deposit \$ 200.00 14. Amount to be Financed \$ 25471.56 15. Cash Due on Delivery 16. TOTAL PAYMENT (Total of lines 13,14 & 15) (line 16 must equal line 12) \$ 25671.56

Rudin, Herzog, Ward & Donovan, P.C.
95 Washington Street, Suite 598
P. O. Box 179
Canton, MA 02021

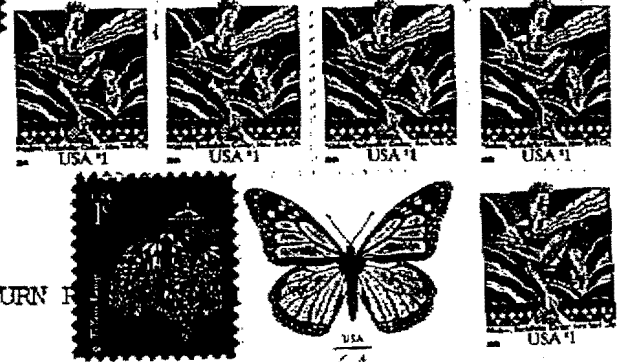
CERTIFIED MAIL



7010 1870 0001 2005 2402

CERTIFIED MAIL - RETURN RECEIPT

Ford Motor Company
Consumer Affairs
P. O. Box 1270
Melbourne, FL 32902



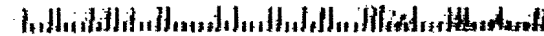
NAME "

1st Notice 1-27

2nd Notice _____

Return _____

3290231270 B011



CUSTOMER # 4502486

365092



INVOICE

Route 1, Norwood, MA "On the Automile"

(781) 762-4200

DUPLICATE 1
PAGE 1

SERVICE STATUS HOTLINE
(781) 762-4200 Ext. 300

WALPOLE, MA

CONT:

SERVICE ADVISOR: 9227 MATT ZUSCHLAG

BUS:

CELL:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	12	FORD FUSION	3FAHP0JG6CR		166/172	T605

DEC DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO.	RATE	PAYMENT	INV. DATE
17DEC11 DD			17:00 29DEC11		96.00	CASH	30DEC11

R.O. OPENED: 15:50 29DEC11 14:04 30DEC11
 READY: 14:04 30DEC11
 OPTIONS: STK:133950 DLR:09130 ENG:3.0_Liter
 TRN:AUTO

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES WILL GET INTO VEHICLE, START IT UP AND WILL NOT ACCELERATE

CAUSE: GOT CONDITION R R BATTERY AND TRAY TO ACCESS PCM AND GROUNDS
 CLEANED GROUNDS G100,G102,G103 REMOVED PAINT AND REINSTALLED
 WITH DIELECTRIC

M.M TIME

9393 MULLANEY THOMAS LIC#: 5/9393
 WP94 2.90

(N/C)

FC: D42 42 PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

9393

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

166 GOT CONDITION R R BATTERY AND TRAY TO ACCESS PCM AND GROUNDS
 CLEANED GROUNDS G100,G102,G103 REMOVED PAINT AND REINSTALLED WITH
 DIELECTRIC GREASE CHECKED CONNECTORS G175B,G175E,G175F,G175G,G175H,G175I,G175J,G175K,G175L,G175M,G175N,G175O,G175P,G175Q,G175R,G175S,G175T,G175U,G175V,G175W,G175X,G175Y,G175Z,G176A,G176B,G176C,G176D,G176E,G176F,G176G,G176H,G176I,G176J,G176K,G176L,G176M,G176N,G176O,G176P,G176Q,G176R,G176S,G176T,G176U,G176V,G176W,G176X,G176Y,G176Z,G177A,G177B,G177C,G177D,G177E,G177F,G177G,G177H,G177I,G177J,G177K,G177L,G177M,G177N,G177O,G177P,G177Q,G177R,G177S,G177T,G177U,G177V,G177W,G177X,G177Y,G177Z,G178A,G178B,G178C,G178D,G178E,G178F,G178G,G178H,G178I,G178J,G178K,G178L,G178M,G178N,G178O,G178P,G178Q,G178R,G178S,G178T,G178U,G178V,G178W,G178X,G178Y,G178Z,G179A,G179B,G179C,G179D,G179E,G179F,G179G,G179H,G179I,G179J,G179K,G179L,G179M,G179N,G179O,G179P,G179Q,G179R,G179S,G179T,G179U,G179V,G179W,G179X,G179Y,G179Z,G180A,G180B,G180C,G180D,G180E,G180F,G180G,G180H,G180I,G180J,G180K,G180L,G180M,G180N,G180O,G180P,G180Q,G180R,G180S,G180T,G180U,G180V,G180W,G180X,G180Y,G180Z,G181A,G181B,G181C,G181D,G181E,G181F,G181G,G181H,G181I,G181J,G181K,G181L,G181M,G181N,G181O,G181P,G181Q,G181R,G181S,G181T,G181U,G181V,G181W,G181X,G181Y,G181Z,G182A,G182B,G182C,G182D,G182E,G182F,G182G,G182H,G182I,G182J,G182K,G182L,G182M,G182N,G182O,G182P,G182Q,G182R,G182S,G182T,G182U,G182V,G182W,G182X,G182Y,G182Z,G183A,G183B,G183C,G183D,G183E,G183F,G183G,G183H,G183I,G183J,G183K,G183L,G183M,G183N,G183O,G183P,G183Q,G183R,G183S,G183T,G183U,G183V,G183W,G183X,G183Y,G183Z,G184A,G184B,G184C,G184D,G184E,G184F,G184G,G184H,G184I,G184J,G184K,G184L,G184M,G184N,G184O,G184P,G184Q,G184R,G184S,G184T,G184U,G184V,G184W,G184X,G184Y,G184Z,G185A,G185B,G185C,G185D,G185E,G185F,G185G,G185H,G185I,G185J,G185K,G185L,G185M,G185N,G185O,G185P,G185Q,G185R,G185S,G185T,G185U,G185V,G185W,G185X,G185Y,G185Z,G186A,G186B,G186C,G186D,G186E,G186F,G186G,G186H,G186I,G186J,G186K,G186L,G186M,G186N,G186O,G186P,G186Q,G186R,G186S,G186T,G186U,G186V,G186W,G186X,G186Y,G186Z,G187A,G187B,G187C,G187D,G187E,G187F,G187G,G187H,G187I,G187J,G187K,G187L,G187M,G187N,G187O,G187P,G187Q,G187R,G187S,G187T,G187U,G187V,G187W,G187X,G187Y,G187Z,G188A,G188B,G188C,G188D,G188E,G188F,G188G,G188H,G188I,G188J,G188K,G188L,G188M,G188N,G188O,G188P,G188Q,G188R,G188S,G188T,G188U,G188V,G188W,G188X,G188Y,G188Z,G189A,G189B,G189C,G189D,G189E,G189F,G189G,G189H,G189I,G189J,G189K,G189L,G189M,G189N,G189O,G189P,G189Q,G189R,G189S,G189T,G189U,G189V,G189W,G189X,G189Y,G189Z,G190A,G190B,G190C,G190D,G190E,G190F,G190G,G190H,G190I,G190J,G190K,G190L,G190M,G190N,G190O,G190P,G190Q,G190R,G190S,G190T,G190U,G190V,G190W,G190X,G190Y,G190Z,G191A,G191B,G191C,G191D,G191E,G191F,G191G,G191H,G191I,G191J,G191K,G191L,G191M,G191N,G191O,G191P,G191Q,G191R,G191S,G191T,G191U,G191V,G191W,G191X,G191Y,G191Z,G192A,G192B,G192C,G192D,G192E,G192F,G192G,G192H,G192I,G192J,G192K,G192L,G192M,G192N,G192O,G192P,G192Q,G192R,G192S,G192T,G192U,G192V,G192W,G192X,G192Y,G192Z,G193A,G193B,G193C,G193D,G193E,G193F,G193G,G193H,G193I,G193J,G193K,G193L,G193M,G193N,G193O,G193P,G193Q,G193R,G193S,G193T,G193U,G193V,G193W,G193X,G193Y,G193Z,G194A,G194B,G194C,G194D,G194E,G194F,G194G,G194H,G194I,G194J,G194K,G194L,G194M,G194N,G194O,G194P,G194Q,G194R,G194S,G194T,G194U,G194V,G194W,G194X,G194Y,G194Z,G195A,G195B,G195C,G195D,G195E,G195F,G195G,G195H,G195I,G195J,G195K,G195L,G195M,G195N,G195O,G195P,G195Q,G195R,G195S,G195T,G195U,G195V,G195W,G195X,G195Y,G195Z,G196A,G196B,G196C,G196D,G196E,G196F,G196G,G196H,G196I,G196J,G196K,G196L,G196M,G196N,G196O,G196P,G196Q,G196R,G196S,G196T,G196U,G196V,G196W,G196X,G196Y,G196Z,G197A,G197B,G197C,G197D,G197E,G197F,G197G,G197H,G197I,G197J,G197K,G197L,G197M,G197N,G197O,G197P,G197Q,G197R,G197S,G197T,G197U,G197V,G197W,G197X,G197Y,G197Z,G198A,G198B,G198C,G198D,G198E,G198F,G198G,G198H,G198I,G198J,G198K,G198L,G198M,G198N,G198O,G198P,G198Q,G198R,G198S,G198T,G198U,G198V,G198W,G198X,G198Y,G198Z,G199A,G199B,G199C,G199D,G199E,G199F,G199G,G199H,G199I,G199J,G199K,G199L,G199M,G199N,G199O,G199P,G199Q,G199R,G199S,G199T,G199U,G199V,G199W,G199X,G199Y,G199Z

B PERFORM REPORT CARD INSPECTION N/C

999 PERFORM REPORT CARD INSPECTION N/C

9393 MULLANEY THOMAS LIC#: 5/9393

CF 0.00

0.00 0.00

GBATT BATTERY TESTED AND TESTS OK

9393 MULLANEY THOMAS LIC#: 5/9393

CF 0.00

0.00 0.00

GTIRE TIRES INSPECTED AND OK AT THIS TIME

9393 MULLANEY THOMAS LIC#: 5/9393

CF 0.00

0.00 0.00

GBK BRAKES CHECKED AND OK AT PRESENT TIME

9393 MULLANEY THOMAS LIC#: 5/9393

CF 0.00

0.00 0.00

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

Compare Service

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. Parts and Labor.

ALL PARTS ARE NEW EXCEPT AS NOTED

DISPOSAL OF HAZARDOUS WASTE
 The State of Massachusetts requires 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 disposal of hazardous waste reflects our conformity to state law in addition to our concern for the preservation of the environment.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
SHOP MAT/HWR	
TOTAL CHARGES	
DISCOUNTS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

OUR GOAL IS YOUR COMPLETE SATISFACTION.

CUSTOMER COPY

CUSTOMER # 4502486

365092

JACK MADDEN 

INVOICE

Route 1, Norwood, MA "On the Automile"

(781) 762-4200

SERVICE STATUS HOTLINE

(781) 762-4200 Ext. 300

DUPLICATE 1
PAGE 2

WALPOLE, MA

HOME:

CONT

BUS:

CELL:

SERVICE ADVISOR: 9227 MATT ZUSCHLAG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE	12	FORD FUSION	3FAHP0JG6C		166/172	T605	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PONO	RATE	PAYMENT	INV DATE
17DEC11	DD		17:00 29DEC11		96.00	CASH	30DEC11
R.O. OPENED	READY	OPTIONS: STK:133950 DLR:09130 ENG:3.0_Liter					
15:50 29DEC11	14:04 30DEC11	TRN:AUTO					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

THANK YOU FOR THIS CHANCE TO BE OF SERVICE
 WE HOPE THAT YOU WERE "COMPLETELY SATISFIED"
 AND THAT YOU COULD "DEFINITELY RECOMMEND" US
 REMEMBER !!
 IF YOU RECEIVE A SURVEY FROM FORD MTR CO.
 QUESTION # 1 *** "COMPLETELY SATISFIED" ***
 QUESTION # 7 *** "DEFINITELY RECOMMEND" ***



Compare Service

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ALL PARTS ARE NEW EXCEPT AS NOTED

DISPOSAL OF HAZARDOUS WASTE
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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
SHOP MAT/HWR	0.00
TOTAL CHARGES	0.00
DISCOUNTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

OUR GOAL IS YOUR COMPLETE SATISFACTION.

CUSTOMER COPY

CUSTOMER #: 4502486

365291



INVOICE

Route 1, Norwood, MA "On the Automile"

(781) 762-4200

SERVICE STATUS HOTLINE

(781) 762-4200 Ext. 300

DUPLICATE 4
PAGE 1

SERVICE ADVISOR: 9227 MATT ZUSCHLAG

WALPOLE, MA

HOME: [REDACTED] CONT: [REDACTED]

BUS: [REDACTED] CELL: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	12	FORD FUSION	3FAHP0JG6CR [REDACTED]		172/234	T605

DEL DATE	PROP DATE	WAHR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
17DEC11 DD			17:00 06JAN12		96.00	CASH	27JAN12

H.O. OPENED	READY	OPTIONS
07:12 03JAN12	15:55 27JAN12	STK:133950 DLR:09130 ENG:3.0 Liter TRN:AUTO

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
 A CUSTOMER STATES VEHICLE WILL NOT ACCELERATE ON OCCASION, WRENCH LIGHT
 WILL COME ON

CAUSE: IDS TESTED CODES P0123, P0222. PINTESTED FOUND NOTHING WRONG NO
 HARD FAULTS AT 3 TIMES FINALLY GOT CONDITION TO LAST LONG
 ENOUGH TO FIND RE

- 12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
 - 9393 MULLANEY THOMAS LIC#: 5/9393
 - WP94 0.20 (N/C)
 - 2967 MAXWELL, SAMUEL LIC#: 2967
 - WP94 0.00 (N/C)
 - 0.20 (N/C)
- 1 9L8Z*9E926*A THROTTLE BODY AND MOTOR ASY (N/C)
- 1 AE5Z*12A650*EVD MODULE - ENGINE CONTROL (N/C)
- EEC (N/C)
- 1 BU5Z*12A581*MA WIRE ASY (N/C)
- 1 BXT*96R*500 BATTERY (N/C)
- 12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST - L
 - 9393 MULLANEY THOMAS LIC#: 5/9393
 - WP94 0.30 (N/C)
- 12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
 - EXTRA TIME TO REPEAT FINAL QUICK TEST
 - 9393 MULLANEY THOMAS LIC#: 5/9393
 - WP94 0.10 (N/C)
- 12650D80 PID RECORDER/MONITOR TEST - L
 - 9393 MULLANEY THOMAS LIC#: 5/9393
 - WP94 0.10 (N/C)
- 12650D81 PID RECORDER/MONITOR TEST WITH ROAD TEST - L
 - 9393 MULLANEY THOMAS LIC#: 5/9393
 - WP94 0.50 (N/C)
- 9926A THROTTLE BODY - AIR INTAKE - REPLACE (9E926) - L
 - 9393 MULLANEY THOMAS LIC#: 5/9393

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
SHOP MAT/HWR	
TOTAL CHARGES	
DISCOUNTS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

...Compare Service

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. Parts and Labor.

DISPOSAL OF HAZARDOUS WASTE
 The State of Massachusetts requires 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 disposal of hazardous waste reflects our conformity to state law in addition to our concern for the preservation of the environment.

ALL PARTS ARE NEW EXCEPT AS NOTED

OUR GOAL IS YOUR COMPLETE SATISFACTION.

CUSTOMER COPY

CUSTOMER #: 4502486

365291

JACK MADDEN 

INVOICE

Route 1, Norwood, MA "On the Automile"

(781) 762-4200

SERVICE STATUS HOTLINE

(781) 762-4200 Ext. 300

WALPOLE, MA

DUPLICATE 4
PAGE 2

BUS: [REDACTED] CONT: [REDACTED]
CELL: [REDACTED] SERVICE ADVISOR: 9227 MATT ZUSCHLAG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE	12	FORD FUSION	3FAHPOJG6CP		172/234	T605	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
17DEC11 DD			17:00 06JAN12		96.00	CASH	27JAN12
P.O. OPENED		READY		OPTIONS: STK:133950 DLR:09130 ENG:3.0_Liter			
				TRN:AUTO			
07:12 03JAN12		15:55 27JAN12					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
			WP94	0.70			(N/C)
12650D6			POWERTRAIN CONTROL MODULE (PCM) - REPLACE (12A650/12B565) - L				
			9393 MULLANEY THOMAS LIC#: 5/9393				(N/C)
			WP94	0.70			(N/C)
M M			TIME				
			9393 MULLANEY THOMAS LIC#: 5/9393				(N/C)
			WP94	37.20			(N/C)
10654C			BATTERY - TEST, CHARGE, AND RE-TEST (10653/10654/10655) - L				
			9393 MULLANEY THOMAS LIC#: 5/9393				(N/C)
			WP94	0.20			(N/C)
10654C1			BATTERY - REPLACE (10653/10654/10655) - L				
			9393 MULLANEY THOMAS LIC#: 5/9393				(N/C)
			WP94	0.20			(N/C)

FC: D10 42
PART#: 9L8Z*9E926*A
COUNT:
CLAIM TYPE:
AUTH CODE:
9393



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

.... 172 IDS TESTED CODES P0123,P0222 PIN-TESTED FOUND NOTHING WRONG NO
.... HARD FAULTS AT 3 TIMES FINALLY GOT CONDITION TO LAST LONG ENOUGH TO
.... FIND RESISTANCE IN TP 2 A LITTLE BELOW SPEC REPLACED THROTTLE BODY ROAD
.... TESTED OK IDS TESTED OK CUST TOOK CAR AND IT SCREWED UP AGAIN RE
.... PIN-TESTED ALL WIRING ,THROTTLE BODY AND ACCEL PEDAL ALL OK INSTALLED
.... NEW PCM PROGRAMMED AND ROAD TESTDED 20 MILES SEEMS OK SERVICE WRITER TO
.... DRIVE SOME MORE.. REPLACED ENGINE WIRE HARNESS. TESTED, STILL GETTING
.... RF INTERFERENCE, SPOKE WITH FACTORY, SHIELDED HARNESS FOR NEW STYLE
.... OXYGEN SENSOR AND TESTED, PROBLEM IS NOT HAPPENING, REPLACED BATTERY.
.... MULTIPLE ROAD TESTS OVER THE COURSE OF A COUPLE OF DAYS. NO FURTHER
.... PROBLEMS

...Compare Service

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. Parts and Labor.

ALL PARTS ARE NEW EXCEPT AS NOTED

DISPOSAL OF HAZARDOUS WASTE	DESCRIPTION	TOTALS
The State of Massachusetts requires 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 disposal of hazardous waste reflects our conformity to state law in addition to our concern for the preservation of the environment.	LABOR AMOUNT	
	PARTS AMOUNT	
	GAS, OIL, LUBE	
	SUBLET AMOUNT	
	SHOP MAT/HWR	
	TOTAL CHARGES	
	DISCOUNTS	
	SALES TAX	
	PLEASE PAY THIS AMOUNT	

OUR GOAL IS YOUR COMPLETE SATISFACTION.

CUSTOMER COPY

CUSTOMER #: 4502486

365291



WALPOLE, MA

HOME:

BUS: CONT:

CELL:

INVOICE

DUPLICATE 4
PAGE 3

Route 1, Norwood, MA "On the Automobile"
(781) 762-4200
SERVICE STATUS HOTLINE
(781) 762-4200 Ext. 300

SERVICE ADVISOR: 9227 MATT ZUSCHLAG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE	12	FORD FUSION	3FAHP0JG6CR		172/234	T605	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
17DEC11 DD			17:00 06JAN12		96.00	CASH	27JAN12

H.O. OPENED: 07:12 03JAN12 15:55 27JAN12
READY
OPTIONS: STK:133950 DLR:09130 ENG:3.0_Liter
TRN:AUTO

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
B	PERFORM REPORT CARD INSPECTION N/C						
	99P PERFORM REPORT CARD INSPECTION N/C						
	9393 MULLANEY THOMAS LIC#: 5/9393						
	CF 0.00						
	2967 MAXWELL, SAMUEL LIC#: 2967						
	CF 0.00						
						0.00	0.00
	GBATT BATTERY TESTED AND TESTS OK						
	9393 MULLANEY THOMAS LIC#: 5/9393						
	CF 0.00						
	GTIRE TIRES INSPECTED AND OK AT THIS TIME						
	9393 MULLANEY THOMAS LIC#: 5/9393						
	CF 0.00						
	GBK BRAKES CHECKED AND OK AT PRESENT TIME						
	9393 MULLANEY THOMAS LIC#: 5/9393						
	CF 0.00						
						0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:	0.00

C** CUSTOMER LOANER
 CAUSE: LOANER PROVIDED
 LOANER CUSTOMER LOANER
 9393 MULLANEY THOMAS LIC#: 5/9393
 WLO 0.00 (N/C)
 2967 MAXWELL, SAMUEL LIC#: 2967
 WLO 0.00 (N/C)
 0.00 (N/C)

FC: A99 42 PART#: COUNT:
CLAIM TYPE:
AUTH CODE:

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

...Compare Service	DISPOSAL OF HAZARDOUS WASTE	DESCRIPTION	TOTALS
		The State of Massachusetts requires 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 disposal of hazardous waste reflects our conformity to state law in addition to our concern for the preservation of the environment.	LABOR AMOUNT
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. Parts and Labor.	ALL PARTS ARE NEW EXCEPT AS NOTED	PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		SHOP MAT/HWR	
		TOTAL CHARGES	
		DISCOUNTS	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

OUR GOAL IS YOUR COMPLETE SATISFACTION.

CUSTOMER COPY

CUSTOMER #: 4502486

365291

JACK MADDEN 

INVOICE

Route 1, Norwood, MA "On the Automile"

(781) 762-4200

SERVICE STATUS HOTLINE

(781) 762-4200 Ext. 300

WALPOLE, MA

HOME: [REDACTED] CONT: [REDACTED]

BUS: [REDACTED] CELL: [REDACTED]

DUPLICATE 4

PAGE 4

SERVICE ADVISOR: 9227 MATT ZUSCHLAG

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	12	FORD FUSION	3FAHP0JG6CR [REDACTED]		172/234	T605

DEL DATE	PROD DATE	WARR EXP	PROMISED	PD NO	RATE	PAYMENT	INV DATE
17DEC11 DD			17:00 06JAN12		96.00	CASH	27JAN12

Y.O. OPENED	READY	OPTIONS:
07:12 03JAN12	15:55 27JAN12	STK:133950 DLR:09130 ENG:3.0 Liter TRN:AUTO

LIST NET TOTAL
 THANK YOU FOR THIS CHANCE TO BE OF SERVICE
 WE HOPE THAT YOU WERE "COMPLETELY SATISFIED"
 AND THAT YOU COULD "DEFINITELY RECOMMEND" US
 REMEMBER !!
 IF YOU RECEIVE A SURVEY FROM FORD MTR CO.
 QUESTION # 1 *** "COMPLETELY SATISFIED" ***
 QUESTION # 7 *** "DEFINITELY RECOMMEND" ***



DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
SHOP MAT/HWR	0.00
TOTAL CHARGES	0.00
DISCOUNTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

...Compare Service

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. Parts and Labor.

ALL PARTS ARE NEW EXCEPT AS NOTED

DISPOSAL OF HAZARDOUS WASTE
 The State of Massachusetts requires 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 disposal of hazardous waste reflects our conformity to state law in addition to our concern for the preservation of the environment.

OUR GOAL IS YOUR COMPLETE SATISFACTION.

CUSTOMER COPY

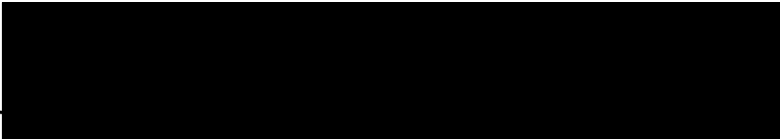
JACK MADDEN FORD
825 PROVIDENCE HWY.
NORWOOD, MA 02062
PH. 781-828-5981
FX. 781-828-8979

FAX COVER SHEET

TO: Tanya

ATT: _____

FROM:

RE: 

NO OF PAGES INCLUDING COVER: 5

COMMENTS: _____



AOC-105 Doc. Code: CI
Rev. 1-07 03/19/2013 02:13 pm
Page 1 of 1 Ver. 1.02
Commonwealth of Kentucky
Court of Justice www.courts.ky.gov
CR 4.02; CR Official Form 1



CIVIL SUMMONS

Case No. 13-ci-340
Court Circuit District
County Campbell #

PLAINTIFF

DAWN PARSONS
c/o KROHN & MOSS
10 NORTH DEARBORN STREET, 3RD FLOOR
CHICAGO Illinois 60602

VS.

DEFENDANT

FORD MOTOR COMPANY
c/o CT CORPORATION SYSTEM
306 WEST MAIN STREET, SUITE 512
FRANKFORT Kentucky 40601

Service of Process Agent for Defendant:

FORD MOTOR COMPANY
c/o CT CORPORATION SYSTEM
306 WEST MAIN STREET, SUITE 512
FRANKFORT Kentucky 40601

**THE COMMONWEALTH OF KENTUCKY
TO THE ABOVE-NAMED DEFENDANT(S):**

You are hereby notified a legal action has been filed against you in this Court demanding relief as shown on the document delivered to you with this Summons. Unless a written defense is made by you or by an attorney on your behalf within 20 days following the day this paper is delivered to you, judgment by default may be taken against you for the relief demanded in the attached Complaint.

The name(s) and address(es) of the party or parties demanding relief against you are shown on the document delivered to you with this Summons.

TAUNYA NOLAN JACK, CLERK

Date: 3-25, 2 013

Clerk

By: TJ B.C.

Proof of Service

This Summons was served by delivering a true copy and the Complaint (or other initiating document) to:

this _____ day of _____, 2_____.

Served by: _____
Title _____



CIVIL SUMMONS

Case No. 13-CI-340
Court Circuit District
County Campbell II

PLAINTIFF

DAWN PARSONS
c/o KROHN & MOSS
10 NORTH DEARBORN STREET, 3RD FLOOR
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Service of Process Agent for Defendant:

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The name(s) and address(es) of the party or parties demanding relief against you are shown on the document delivered to you with this Summons.

Date: 3-25, 2013

TAUNYA NOLAN JACK, CLERK

Clerk

By:

TJ OG

Proof of Service

This Summons was served by delivering a true copy and the Complaint (or other initiating document) to:

this _____ day of _____, 20____.

Served by: _____

Title

COMMONWEALTH OF KENTUCKY
CAMPBELL CIRCUIT COURT
CIVIL DIVISION II
NO. 13-CI-340

FILED
CAMPBELL CIRCUIT/FAMILY/DISTRICT
MAR 25 2013
TAUNYA NOLAN JACK, CLERK
BY: *[Signature]* B.C.

DAWN PARSONS

Plaintiff

vs.

JURY DEMAND

FORD MOTOR COMPANY,

Defendant

* * * * *

The undersigned demands a jury trial.

[Signature]
Eric Kaczander
KROHN & MOSS, LTD.
Attorney for Plaintiffs
10 North Dearborn Street, 3rd Floor
Chicago, Illinois 60602
(312) 578-9428

COMMONWEALTH OF KENTUCKY
CAMPBELL CIRCUIT COURT
CIVIL DIVISION II
NO. 13-CI-340

FILED
CAMPBELL CIRCUIT/FAMILY/DISTRICT
MAR 25 2013
TAUNYA NOLAN JACK, CLERK
BY: [Signature] D.C.

DAWN PARSONS

Plaintiff

vs.

COMPLAINT

FORD MOTOR COMPANY

Defendant

Serve: C/T Corporation System
306 W. Main St., Suite 512
Frankfort, KY 40601

* * * * *

NOW COMES the Plaintiff, DAWN PARSONS, by and through her attorneys, KROHN & MOSS, LTD., and for her Complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

PARTIES

1. Plaintiff, DAWN PARSONS ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Kentucky, County of Campbell.
2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Kentucky, County of Campbell, 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 Mike Castrucci Ford-Lincoln Mercury of Alexandria, Inc. ("Seller"). Manufacturer does business in all counties of the State of Kentucky including Campbell County.

JURISDICTION AND VENUE

3. The Court has jurisdiction pursuant to KRS §454.210(2), and the matter in controversy exceeds, exclusive of interests and costs, the minimum jurisdictional requirements for the Court.

4. Venue is proper in Campbell Circuit Court, pursuant to KRS §454.210(4) because the cause of action or some part thereof arose in Campbell County, Kentucky.

BACKGROUND

5. On or about July 15, 2012, Plaintiff purchased from Seller a 2011 Ford Fusion ("Fusion"), manufactured by Manufacturer, Vehicle Identification No. 3FAHP0GA6BR177528, for valuable consideration (See copy of Plaintiff's Used Vehicle Buyer's Order, attached hereto as Exhibit "A").

6. The price of the Fusion totaled \$16,100.00.

7. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Fusion cannot be utilized for personal, family and household use as intended by Plaintiff at the time of acquisition.

8. In consideration for the purchase of the Fusion, Manufacturer issued and supplied to Plaintiff the remainder of its written warranty which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Car warranty booklet (Plaintiff is attempting to locate her warranty booklet, however, said document is equally available to Manufacturer).

9. On or about July 15, 2012, Plaintiff took possession of the Fusion and shortly thereafter experienced the defects listed below:

10. The defects described below violate Manufacturer's warranty issued to Plaintiff.

11. Plaintiff delivered the Fusion to Manufacturer, through its authorized dealership network, on numerous occasions.

12. Plaintiff avers that the Fusion has been subject to repair on numerous occasions for the same defects and that the defects remain uncorrected.

13. Plaintiff brought the Fusion to Seller, and/or an authorized service dealer of Manufacturer, for the following defects, which include but are not limited to:

- a. Defective engine as evidenced by the intermittent illumination of the check engine light and wrench light and difficulty accelerating;
- b. Defective brakes as evidenced by brake pedal going all the way to the floor without vehicle stopping, popping noise when braking and vibrations upon brake application; and
- c. Any additional complaints made by Plaintiff, whether or not contained on any authorized dealer repair orders.

14. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Fusion.

15. After a reasonable number of attempts to cure the defects in Plaintiff's Fusion, ~~Manufacturer was unable and/or failed to repair the defects as provided in Manufacturer's~~ warranty.

16. Plaintiff justifiably lost confidence in the Fusion's safety and reliability.

17. Plaintiff could not have reasonably discovered said defects prior to Plaintiff's acceptance of the Fusion.

18. As a result of the defects, Plaintiff revoked her acceptance of the Fusion in writing.

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

20. Manufacturer refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

21. The Fusion remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defects.

22. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiff with a merchantable Fusion.

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

23. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-22 of the Complaint.

24. Plaintiff is a purchaser of a consumer product who received the Fusion during the duration of a written warranty period applicable to the Fusion and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

25. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

26. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's written warranty.

27. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the Fusion was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

28. Plaintiff's purchase of the Fusion was accompanied by a written warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the

purchase of the Fusion to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the Fusion in the event that the Fusion failed to meet the specifications set forth in Manufacturer's warranty.

29. Manufacturer's warranty was the basis of the bargain of the contract between Plaintiff and Manufacturer for the sale of the Fusion to Plaintiff.

30. Said purchase of Plaintiff's Fusion was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

31. Plaintiff has met all of her obligations and preconditions as provided in the Manufacturer's written warranty.

32. 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.

33. 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. Revocation of acceptance of the vehicle in accordance with 15 U.S.C. §2310(d) and KRS §355.2-608;
- b. Return of all monies paid, diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

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

34. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-22 of the Complaint.

35. The Fusion purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to Plaintiff.

36. 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.

37. 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.

38. Pursuant to 15 U.S.C. §2308, Plaintiff's Fusion was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the Fusion was intended.

39. The Fusion was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the Fusion contained in the contracts and labels.

40. The above described defects in the Fusion render the Fusion unmerchantable, and thereby not fit for the ordinary purpose for which the Fusion was intended and as represented by Manufacturer.

41. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Fusion.

42. 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. Revocation of acceptance of the vehicle in accordance with 15 U.S.C. §2310(d) and KRS §355.2-608;
- b. Return of all monies paid, diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

JURY DEMAND

Plaintiff hereby requests a trial by jury of all issues of fact in this case and herewith tenders the jury fee.

Respectfully Submitted,
DAWN PARSONS

By: 

Eric Kaczander
Attorney for Plaintiff
KROHN & MOSS, LTD.
10 North Dearborn St., 3rd Floor
Chicago, Illinois 60602
(312) 578-9428

EXHIBIT A

Mike Castrucci

Ford/Lincoln Mercury of Alexandria



LINCOLN Mercury

USED VEHICLE BUYER'S ORDER

CUST #: 46411
DEAL #: 33410

PH 859 448 9400 Fax 859 448 2400 7400 Alexandria Pike, Alexandria KY 41001

PURCHASER DAWN H PARSONS		SALESPERSON JEREMY S HUFFMAN	
ADDRESS 25 HIGHLAND MEADOWS #2		DATE 07/15/2012	
CITY HIGHLAND HTS	STATE KY	ZIP 41076	COUNTY CAMPBELL
I HEREBY AGREE TO PURCHASE FROM MIKE CASTRUCCI FORD LINCOLN MERCURY OF ALEXANDRIA, INC. UNDER THE TERMS AND CONDITIONS SPECIFIED ON THE FRONT AND BACK OF THIS ORDER ONE MOTOR VEHICLE AS HEREIN DESCRIBED		HOME PH (859)512-4304	BUS PH (513)410-1200
YEAR 2011	MAKE FORD	MODEL FUSION	STOCK# 32541
SERIAL# 3FAHP0CA6BR177528	MILEAGE 20117		

EXTRA EQUIPMENT

ODMETER REPRESENTATION

Mike Castrucci Ford Lincoln Mercury of Alexandria represents: To "the best of our knowledge" the odometer of this vehicle is correct except as may be otherwise noted on the separately provided "odometer statement" and the company has no knowledge of any acts by previous owners to the contrary

SELLING PRICE	\$ 15100.00
ESR	\$ 1000.00
ACCESSORIES	\$
KENTUCKY SALES TAX	\$ 906.00
County Title Fees, License Plates	\$ 355.00
TOTAL (Cash Delivery Price)	\$ 19361.00
DEPOSIT NO	\$ N/A
Credit Life Insurance	\$ N/A
Accident & Health Insurance	\$ N/A
TRADE-IN EQUITY	\$ 1000.00
Incentives/Rebates	\$ N/A
COD No	\$ N/A
TOTAL DOWN PAYMENT	\$ 1000.00
BALANCE TO FINANCE	\$ 19361.00

2110.00

CERT OF TITLE	MEMO TITLE	FILE LIES	OUT-OF-STATE TRADE IN
LICENSE TRANSFER	NEW LIC PLATE	20 DAY LIC PLATE	NOTARY FEE
DOCUMENTARY FEE			

TRADE-IN INFORMATION

MAKE VOLVO	MODEL TRUCK	YEAR 2009	MILEAGE 227361
SERIAL# XNDK03E0XND346144	USED CAR ALLOWANCE \$ 1000.00		
DESCRIPTION EXT W8		BALANCE OWED \$ N/A	

CONTROL	ACCOUNT	AMOUNT
SALE	STOCK # 3	10010.00
COS	STOCK #	1500.00
RECOND. CST	1365	1100.00
OVRL. ALLOW	4	500.00
TRADE-IN	STOCK# 1350	500.00
E.S.P. ACC.	2315	
ACCT. REC.	2170	18271.00
TAX	2151	906.00
DOC. FEES	9301	355.00
PAY OFF	CUST.# 2310	
FIN. RES. CR.	5 00	458.91
	CUST.# 1260	458.91
L.A.H. ACC.	700	2100
E.S.P.	2315	1001.00
INS. INC.	5200	1239.00

WARRANTY DISCLAIMER
DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR CHARACTER: EITHER EXPRESSED OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) concerning the motor vehicle to be delivered to buyer and buyer acknowledges and accepts such disclaimer. It is further agreed, however, that neither the dealer nor the manufacturer will be liable for failure to effect delivery.

JURY WAIVER: THE UNDERSIGNED BUYER DOES WAIVE THE RIGHT TO A TRIAL BY JURY CONCERNING ANY AND ALL MATTERS ARISING OUT OF OR IN ANY WAY ASSOCIATED WITH THE PURCHASE OR FINANCE OF THE MOTOR VEHICLE DESCRIBED ABOVE.

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 extent such motor vehicle has been used, regardless of the mileage shown on the speedometer or odometer of said used motor vehicle.

THE FRONT AND THE BACK OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT PERTAINING TO THIS PURCHASE AND NO OTHER AGREEMENT OF ANY KIND, VERBAL UNDERSTANDING OR PROMISE WHATSOEVER WILL BE RECOGNIZED

This Order is not valid unless accepted in writing by an Officer of the Dealer and approved by a responsible finance company as to any balance to be financed.

I HAVE READ THE PRINTED MATTER ON THE FRONT AND THE BACK OF THIS ORDER AND AGREE TO IT AS PART OF THIS ORDER. THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I represent that I am at least 18 years of age. I hereby acknowledge receipt of a copy of this Order and authorize MIKE CASTRUCCI FORD LINCOLN MERCURY OF ALEXANDRIA, INC. to initiate a credit check through the Credit Bureau.

OPTIONAL EXTENDED WARRANTY WAS FULLY EXPLAINED AND
ACCEPTED (Initial) *DP* REJECTED (Initial) _____
Without Initial or Related Charge Automatically Constitutes Rejection

I HAVE RECEIVED A COPY OF ALL DOCUMENTS I HAVE SIGNED AT THE TIME OF SIGNING. READ, UNDERSTOOD AND AGREED.

Buyer's Signature: *Dawn H. Parsons* Date: *07/15/2012*

Accepted Mike Castrucci Ford Lincoln Mercury of Alexandria, Inc. by _____
Must be accepted by an Officer of the Company

ADDITIONAL TERMS AND CONDITIONS

The Order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

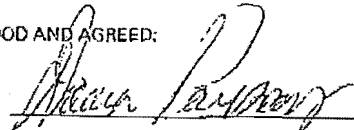
1. Said motor vehicle, accessories and extras shall be delivered on the date specified or as soon thereafter as practicable subject to delays on account of fires, strikes, riot, war, shutdowns at the factory, Dealer's inability to procure delivery from the factory, or to other casualties or circumstances beyond Dealer's control, time or delivery in any event to be deemed extended correspondingly.
2. 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 re-appraised 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. 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.
3. If the Contract balance (payoff) on the used vehicle trade-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.
4. The Buyer warrants that all taxes of every kind levied against the used vehicle trade-in have been fully paid. Should any governmental 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 in 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.
5. This Order is not assignable or transferable without the written consent of an Officer of the Dealer. No change in the terms and conditions of this Order after execution by the Buyer can be made without the written consent of an Officer of the Dealer.
6. 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.
7. If the Buyer fails to perform all the terms and conditions of this Order, the Dealer, at its option, may terminate this agreement, or 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.
8. The Buyer agrees to accept vehicle and tires, and equipment, subject to usage and wear resulting from the necessity of driving over land to the point of delivery.
9. The Buyer, before or at the time of delivery of the motor vehicle covered by this Order, will execute such other forms of agreement or documents as may be necessary to carry out the terms and conditions of the Order.
10. This Order shall be construed and interpreted under laws of the State of Ohio.
11. If an allowance on a used vehicle is involved in this purchase, it is agreed that in the event the used vehicle is delivered to the Dealer and this Order is thereafter cancelled the Dealer will return the used vehicle to the Buyer upon receipt of payment for the Dealer's reasonable charges for storage and for any repairs made by the Dealer while in their possession. If the used vehicle has been sold by the Dealer before said cancellation, the Dealer agrees to pay the Buyer the proceeds of such sale less a selling commission of fifteen percent (15%) and less any expense incurred by the Dealer in storing, conditioning and advertising the said vehicle for sale. If the Buyer's used vehicle is not delivered to the Dealer until the Buyer receives the within ordered vehicle, it is agreed that the used vehicle will be subject to re-appraisal and that the Dealer's appraisal at the time of delivery is to be allowance for the Buyer's used vehicle.
12. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him and either the full purchase price is paid in cash or a satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling.
13. 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 this Order is correct or not. THERE IS NO WARRANTY OR REPRESENTATION AS TO THE CORRECTNESS OF THE DESCRIPTION USED INCLUDING MODEL, YEAR, MAKE, EQUIPMENT OR OPTIONS OF THE VEHICLE BEING PURCHASED.
14. VERBAL PROMISES BY SALESMEN ARE NOT VALID. ANY PROMISES OR UNDERSTANDINGS NOT HEREIN SPECIFIED IN WRITING AND APPROVED BY AN OFFICER OF THE DEALER ARE HEREBY EXPRESSLY WAIVED BY THE DEALER.
15. 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. BUYER ALSO GUARANTEES THE MODEL YEAR IS AS STATED ON THE SIGNED PURCHASER ORDER.
16. IN THE CASE OF A TRADE-IN, THE MILEAGE SHOWING ON MY OLD CAR'S ODOMETER IS TRUE AND ACTUAL.
17. IF MY TRADE-IN VEHICLE IS A 1980 OR NEWER MODEL, I REPRESENT TO MIKE CASTRUCCI FORD LINCOLN MERCURY OF ALEXANDRIA, INC. THAT THE EXHAUST EMISSION SYSTEM HAS NOT BEEN REMOVED OR ALTERED IN ANY MANNER.

TRADE IN OVERALL ALLOWANCE

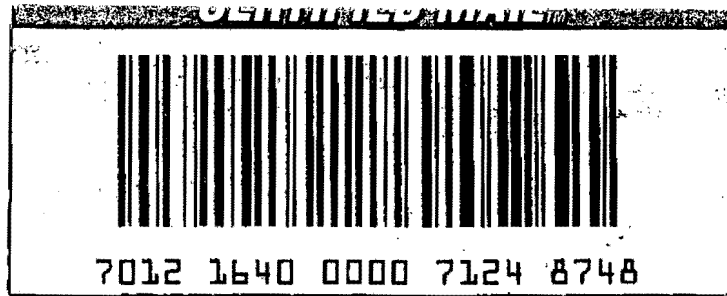
IT IS UNDERSTOOD AND AGREED THAT WHEN APPROPRIATE, THE SELLING PRICE OF THE VEHICLE I AM PURCHASING MAY BE INCREASED ABOVE THE ADVERTISED PRICE, THE SALES PERSON'S QUOTED PRICE, THE MANUFACTURER'S SUGGESTED RETAIL PRICE, ETC., AND THE EXACT AMOUNT OF INCREASE HAS BEEN ADDED TO MY TRADE IN VEHICLE AS A "TRADE IN OVERALL ALLOWANCE" FOR THE PURPOSE OF REDUCING MY NEGATIVE EQUITY.


READ, UNDERSTOOD AND AGREED:

Buyer's Signature



TAUNYA NOLAN JACK, CLERK
CAMPBELL CIRCUIT/DISTRICT COURT
330 YORK STREET
NEWPORT, KENTUCKY 41071-1677



U.S. POSTAGE  FITNEY BOWES
ZIP 41071 \$ 008.54⁰
02 1W
0001375789 MAR 25 2013

*C.T. Corporation
306 West Main St.
Ste. 512
Frankfort, Ky. 40601*

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
2/13/2013 OPEN	[REDACTED] DRP-VEHICLE REPURCHASE REQUEST	3FAHP0GA6BR [REDACTED] 1349930313	2011 FUSION	06
2/5/2013 OPEN	[REDACTED] CUDL-ONLINE CUSTOMER MAINTENANCE	3FAHP0GA6BR [REDACTED] 1349930313	2011 FUSION	01
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: 1349930313
Name: [REDACTED] Owner Status: Subsequent WSD: 2011-04-01
Symptom Desc: HES/STUMBLE 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 - CABBB CASE ELIGIBLE
Dealer: 07463 MIKE CASTRUCCI FORD LINCOLN OF ALEXANDRIA, IN Origin Desc: BETTER BUSINESS BUREAU
Odometer: 31882 MI Comm Type: INBOUND FAX-OTHER
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 01/31/2013 Action Time: 09.47.37.437 Action Data: No

Comments OPEN NEW CASE

Action: BBB-NEW CASE ELIGIBLE
Dealer: 07463 MIKE CASTRUCCI FORD LINCOLN OF ALEXANDRIA, IN Origin Desc: CONSUMER AFFAIRS-DISPUTE
IN RESOLUTION PROGRAM
Odometer: 31882 MI Comm Type: INBOUND
EMAIL-OTHER
Analyst Name: TORRES-SPIVEY Analyst: PSPIVEY1
(PSPIVEY1),PAMELA
Action Date: 02/13/2013 Action Time: 09.44.34.562 Action Data: No

Comments OPENED NEW BBB CASE ON 2/5/2013. BBB OPEN DATE 2/1/2013.FAXED DEALER REQUEST AND SENT TFOAMS REQUEST

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS
Dealer: 07463 MIKE CASTRUCCI FORD LINCOLN OF ALEXANDRIA, IN Origin Desc: CONSUMER AFFAIRS-DISPUTE
IN RESOLUTION PROGRAM
Odometer: 31882 MI Comm Type: INBOUND
MAIL-OTHER
Analyst Name: TORRES-SPIVEY Analyst: PSPIVEY1
(PSPIVEY1),PAMELA
Action Date: 02/13/2013 Action Time: 09.46.04.100 Action Data: Yes

Comments RECEIVED DEALER REPORT FROM MIKE CASTRUCCI FORD. REPORT RECEIVED 2/8/2013.

Data Element Name	Data Value
DATE PAPERWORK REC'D	02-08-2013

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All Action Details for Issue

[Print](#)

VIN: 3FAHP0GA6BR [REDACTED] Year: 2011 Model: FUSION Case: 1349930313
Name: [REDACTED] Owner Status: Subsequent WSD: 2011-04-01
Symptom Desc: [REDACTED] Primary Phone: [REDACTED]
Reason Desc: CUDL-ONLINE CUSTOMER MAINTENANCE Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: OPEN

Action: CUDL - REASSIGN VEHICLE Origin Desc: SYSTEMS TEAM
Dealer: [REDACTED]
Odometer: [REDACTED] Comm Type: OTHER
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 01/31/2013 Action Time: 09.43.13.784 Action Data: No

Comments NO COMMENTS AVAILABLE

Action: CUDL - REASSIGN VEHICLE Origin Desc: SYSTEMS TEAM
Dealer: [REDACTED]
Odometer: [REDACTED] Comm Type: OTHER
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 01/31/2013 Action Time: 13.56.07.047 Action Data: No

Comments NO COMMENTS AVAILABLE

Action: BBB-NEW CASE ELIGIBLE Origin Desc: CONSUMER AFFAIRS-DISPUTE
Dealer: [REDACTED] RESOLUTION PROGRAM
Odometer: 31882 MI Comm Type: OUTBOUND
Analyst Name: TORRES-SPIVEY (PSPIVEY1),PAMELA Analyst: PSPIVEY1
Action Date: 02/05/2013 Action Time: 10.15.41.836 Action Data: No

Comments OPENED NEW BBB CASE ASSIGNMENT. BBB FILE OPENED 2/1/2013

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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 Origin Desc: CROSS COUNTRY MOTOR CLUB
Dealer:
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 REIMBURSEMENT PAID

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

Server: AWS QA
 Claims loaded through: 15-MAR-2013

Vehicle Information Report

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

VIN:	3FAHPOGA6BR	Vehicle Line WERS:	C/DE - FUSION/MILAN/MKZ (ZEPHYR) [06-12]	Engine:	C/SB - 2.5L DOHC PFI 170HP DURATEC HE
Model Year:	2011	Vehicle Line AWS:	DE - FUSION	Global Engine:	E0617 - DURATEC-HE GAS I4 (NON-GTDI) - CHI
Vehicle Type:	C	Vehicle Line Global:	DE - FUSION (LESS HYBRID) (NA-HSAP)	Engine Plant:	EN06 - CHIHUAHUA GAS
Inv. Dealer:	*	Drive Code:	C/A - 2 WHL L/H FRONT DRIVE	Transmission:	C/C1 - 6 SPD MAN TRANS MAZDA G6M
Vehicle Status Code:	800	Body Cab Style:	C/FA - 4 DOOR SEDAN-4 LITE	Global Trans:	M1526 - MT - MAZDA G5M/G6M - MAZDA
Market Derived:	F - FORD	Version/Series:	C/QA - LOW VERSION - CAR	Trans Plant:	MT15 - M/T MAZDA

BUILD INFORMATION:

Region Built:	NA - NORTH AMERICA	Assembly Plant:	A3 - HERMOSILLO PLANT BUILD	Vehicle Load Date:	01-NOV-2010
Country Built:	MEX - MEXICO	Production Date:	28-OCT-2010		

SALE INFORMATION:

Region Sold:	NA - NORTH AMERICA	Arrival Date:	21-NOV-2010	Red Carpet Lease:	*
Country Sold:	USA - UNITED STATES	Sale Date:	01-APR-2011	Fleet/Retail/Co. Lease:	R
Vehicle Count Flag:	Y	Warranty Start Date:	01-APR-2011	Modified Vehicle:	*
Selling Dealer St/Prov:	OH	Original WSD:	03-JAN-2011	Warranty Status Ind:	*
Selling Dealer [code]:	KERRY FORD INC [147008 - *]			Vehicle Export Flag:	N

VOC:

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

POGBR17752B A 2 07KX002 TG E 6 7F 2F Y 5 347F021 4 UR DL A3FAH6 0 L 100A A61N

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):	000SV - MEDIUM LT STONE	Navis Engine Serial #:	101010214202
Alternator Amp Rating:	*	Delivery Type:	0	Paint:	PN3KQ - TUXEDO BLACK METALLIC
Audio Disk:		Driveshaft Code:	*	Power Antenna:	* - [N/A]
Axle Ratio:	EGAPR - 4.388 FINAL DRIVE RATIO	Front Seat:	C/B - SEAT-INDIVIDUAL-L/B DRV/PASS	Radio:	PA - SINGLE CD/MP3 RADIO
Axle Type:	* - [N/A]	Fuel Type:	AF - UNLEADED FUEL CAPABILITY	Sound System:	AA - LESS UPGRADED SOUND SYSTEM
Battery Amp Rating:	*	Fuel Type Engine:	G - Gas	Tire Manufacturer:	* - [N/A]
Brake Code:	* - [N/A]	GVW Class Code:	H	Tire Brand:	XVJA2R -
Brake Code(Service):	* - [N/A]	Instrumentation:	* - [N/A]	Tire Size:	D3JQT - P205/60 R16 H TIRE
Calibration Code:	ADE2F40A	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

GCQIS Report Analysis

Report Summary

Report 1 of 1

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[Attachments:](#) 0

Report# :	DBKER008 NHL	Received:	02/11/2013
CCRG/EPRC:		Reviewed Status:	Date:
Vehicle:	2011,FUSION ,S ,4 DOOR ,SEDAN ,3FAHP0GA6BR [REDACTED]	Build Date:	10/28/2010
Odometer :	33,023 M	Engine:	2.5L DOHC Calibration: ADE2F40A
Transmission:	6SPD G6M	Axle:	4.388 FDR A/C: YES
Dealer:	USA 07463 Mike Castrucci Ford Lincoln of	Phone#:	(859) 448-9400
City:	Alexandria	State:	Kentucky Country : USA
Originator:	JOHNATHON ARNOLD		
Symptom:	2 27 Q 68 AID/INFO,WNG IND/MESS/C,ENGINE IMAGE,STAYS ON		
Status:			
VFG:	V29 CHECK ENGINE LIGHT		
Additional Symptom:	WRENCH LIGHT ON		
Fix:	Causal Component :		
Condition Code:			

Hotliner: ASIMS38

Phone: 313 317-9367

Regn Cd: G3 Cincinnati

Engineering:

Phone:

TAR:

Dlr Contact: JOHNATHON ARNOLD

Phone: 000 000-0000

Title Cde: T

KOEO:

KOEC: U0415:00

KOER:

Comments:

REPAIR 02/11/2013 05:39PM AARON SIMS MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER STATES WRENCH LIGHT IS ON. DIAGNOSTICS: KOEO AND KOER, CHECKED FOR TSBS AND SSM PARTS REPLACED: NONE TECH QUESTION: I HAVE FOUND THIS CODE UNDER DTC INDEX FOR PSCM AND ILL LOOKING FOR THE PIN POINT TEST FOR STEERING WHEEL ROATION SENSOR IM HAVING HARD TIME FINDING THIS TEST AND MORE INFORMATION WHY THIS CODE COULD HAVE SET. ANY OTHER INFORMATION ABOUT THIS CONCERN ALSO GREATLY APPERCIATED.

RECOMM 02/11/2013 05:39PM AARON SIMS MSS - FCSD - TECH SVC HOTLINE
JOHNATHON, WE HAVE ESCALATED THIS CONCERN TO THE TECHNICAL SERVICE HOTLINE'S ESCALATED HANDLING TEAM FOR ADDITIONAL REVIEW. A SERVICE ENGINEER FROM THIS TEAM WILL CONTACT YOU BY PHONE OR THROUGH THIS HOTLINE ASSISTANCE REQUEST WITHIN ONE (1) BUSINESS DAY TO PROVIDE ADDITIONAL INFORMATION AND/OR RECOMMENDATIONS TO ASSIST IN THE RESOLUTION OF THE CUSTOMER'S CONCERN. OUR TEAM AT THE HOTLINE WILL CONTINUE TO WORK WITH YOU AND YOUR DEALERSHIP TO HELP GET THE CONCERN RESOLVED AND THE VEHICLE BACK TO THE CUSTOMER IN A TIMELY MANNER. IF WE HAVE EXHAUSTED ALL OF OUR RESOURCES AND ARE STILL UNABLE TO RESOLVE THE CUSTOMER'S CONCERN THROUGH THESE ADDITIONAL STEPS, THE HOTLINE WILL ALERT YOUR FIELD SERVICE ENGINEER BY OPENING A TECHNICAL ASSISTANCE REQUEST. PLEASE BE PREPARED TO DISCUSS ALL DIAGNOSTICS PERFORMED AND TEST RESULTS WITH THE TECHNICAL SERVICE HOTLINE SERVICE ENGINEER IN MORE DETAIL. THANK YOU IN ADVANCE.

ESCLHD 02/11/2013 05:39PM AARON SIMS MSS - FCSD - TECH SVC HOTLINE
CONSULTED: NICK LAMILZA, BRIAN CHAMBERLAIN NOTE TO EH: THIS CONCERN IS BEING ESCALATED DUE TO AN OPEN CUDL REPORT INDICATING REAQUIRING OF VEHICLE. FMC360 AND CUDL HAVE NO NOTES REGARDING WHAT THIS CONCERN IS

RELATED TO. IT ALSO STATES BBB IN THE CUDL REPORT. THE REPORT WAS OPENED 1/31/13.

REPAIR 02/12/2013 02:05PM DINO POULOS MSS - FCSD - TECH SVC HOTLINE
CALLED DEALER AND REQUESTED TO SPEAK JOHNATHON. JOHNATHON ADVISED THE VEHICLE ARRIVED, LIGHTS WERE NOT ON, U0415:00:08 SET IN CONTINUOUS MEMORY. THE DTC INDICATES THAT THE SAS IS MISSING INFORMATION FROM THE ABS MODULE AND THERE ARE NO OTHER CODES SET. THIS IS THE FIRST TIME TO THE DEALER FOR THIS CONCERN, HOWEVER THE CUSTOMER HAS OTHER VISITS FOR OTHER CONCERNS. THE CONCERN OCCURS FOR THE CUSTOMER AT TIMES, THE CUSTOMER HAD CONCERNS WITH INTERMITTENT CHECK ENGINE LIGHTS, NOTHING RELATED TO THE BRAKES.

RECOMM 02/12/2013 02:05PM DINO POULOS MSS - FCSD - TECH SVC HOTLINE
JOHNATHON, SINCE THE CONCERN CANNOT BE VERIFIED, DRIVE THE VEHICLE TO SEE IF THE CONCERN CAN BE INDUCED. IF THE CONCERN CANNOT BE VERIFIED, SPEAK WITH THE CUSTOMER TO UNDERSTAND THE CONDITIONS IN WHICH THE CONCERN OCCURS. NOTHING IS ADDED AFTERMARKET TO THE VEHICLE. FOR ANY CUSTOMER RELATED CONCERNS, PLEASE HAVE THE CUSTOMER CONTINUE TO WORK WITH THE CUSTOMER RELATIONSHIP CENTER AT 1-800-392-3673. IF THE CONCERN CAN BE VERIFIED OR ANY ADDITIONAL INFORMATION IS OBTAINED DURING THE TEST DRIVE, UPDATE THE ONLINE FORM WITH PROGRESS.

ADD-ON 02/12/2013 02:05PM DINO POULOS MSS - FCSD - TECH SVC HOTLINE
OPEN INFORMATIONAL TFOAM

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Requester: MVALLA
Report Summary
Server: ECCWS686

Ford Proprietary, Private

1-Apr-2013
Retention: None



BBB AUTO LINE

February 22, 2013

[REDACTED] C/O ERIC KACZANDER ESQ
[REDACTED]
CHICAGO IL [REDACTED]

Re: FRD1311933 [REDACTED] vs Ford Motor Corporation 3FAHP0GA6BR [REDACTED]

Dear [REDACTED] C/O Eric Kaczander, Esq:

I would like to thank you for your interest in the BBB AUTO LINE program. Unfortunately, despite our attempt to help you with your claim we have been unable to gain your help to move your claim forward. After several attempts to reach you via phone, I sent a letter requesting a call to enable me to help you. Since I have not received a response from you, your case is closed.

If you have any questions, or if you decide to proceed at a later date, you may contact me at 800.955.5100.

Sincerely,

Edith Newton at Extension 512

CC: Pamela Spivey

Council of Better Business Bureaus, Inc.

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



BBB AUTO LINE

February 11, 2013

[REDACTED]
[REDACTED]
CHICAGO IL [REDACTED]

Re: FRD1311933 [REDACTED] vs Ford Motor Corporation 3FAHP0GA6BR [REDACTED]

Dear [REDACTED] C/O Eric Kaczander, Esq:

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

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

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

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

Sincerely,

Edith Newton at Extension 512

Council of Better Business Bureaus, Inc.

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



BBB AUTO LINE

February 1, 2013

MICHEL WATSON
FORD MOTOR COMPANY
P O BOX 6248
DEARBORN MI 48121

Re: FRD1311933 [REDACTED] vs Ford Motor Corporation 3FAHP0GA6BR [REDACTED]

Dear Madam/Sir:

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

Enclosed please find the following information:

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

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

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

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

Council of Better Business Bureaus, Inc.

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

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

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

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

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

Sincerely,

Edith Newton at Extension 512



BBB AUTO LINE

February 1, 2013

[REDACTED]
[REDACTED]
CHICAGO IL [REDACTED]

Re: FRD1311933 [REDACTED] vs Ford Motor Corporation 3FAHP0GA6BR [REDACTED]

Dear [REDACTED] C/O Eric Kaczander, Esq:

We have received your documents and your claim has been opened. Please review the enclosed brochure *How BBB AUTO LINE Works*. This booklet explains the BBB AUTO LINE program and contains the rules that will be followed in arbitration.

It will help us to resolve your dispute if we have all of the available information about your case. Please send us a copy of the following with your case number referenced at the top:

- No further documentation is required at this time
- Your signed *Customer Claim Form*

PLEASE NOTE: Your case will not be arbitrated unless we receive a *Customer Claim Form* signed by the customer or signed by the attorney and accompanied by proof of the customer's authorization of representation. If we have not received this form within 10 days from the date of this letter, this case will be closed.

- Repair orders relating to your complaint
- Your current registration
- Your bill of sale (purchase contract)
- Your lease agreement
- Other: _____

You can fax the documents to 703.247.9700 to expedite the process or mail them to the address listed above.

Sincerely,

Edith Newton (Ext. 512)



BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 02/01/2013

Case Number: FRD1311933

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 KY 3FAHP0GA6BR [REDACTED]

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

Model : Fusion

Year : 2011

All parties named above submit to arbitration the following:

- * Engine
- * Brakes
- * Engine/electrical
- * Electrical/transmission

The parties have come to agreement on the following:

N/A

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.

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**BBB AUTO LINE
Customer Claim Form**

Case number: FRD1311933
Contact Date: 01/30/13
Start Date: 02/01/13

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

SECTION 1: CUSTOMER INFORMATION

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

SECTION 2: VEHICLE INFORMATION

Make: Ford	Model: Fusion	Year: 2011	Current mileage: 31882
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: SAME, , KY			
Primary Servicing dealer/city/state: MIKE CASTRUCCI FORD LINCOLN OF,			
Acquired as <input type="checkbox"/> new <input checked="" type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased	Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		
Purchase/lease date: 07/15/12	Mileage at purchase/lease:		
First repair attempt date: 08/02/12	First repair attempt mileage: 22097		
How often is the vehicle used for business purposes (percentage): 0 %	Number of vehicles owned or leased by the business:	Transmission type: <input type="checkbox"/> Automatic <input checked="" type="checkbox"/> Manual	
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Date of accident:		
Description of damage:			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

vehicle repurchase plus \$2500 for inconvenience and 2500 for loss of use.

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

VEHICLE IDENTIFICATION NUMBER 3FAHP0GA6BR [REDACTED]
Lienholder/Leasing Company _____ Phone Number _____
Account Number _____

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Case Number: FRD1311933

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
Engine		1		yes
Brakes		4		yes
Engine/electrical		2		yes
Electrical/transmission		1		yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

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

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

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



BBB AUTO LINE

February 1, 2013
Re: W-C2 FRD1311933 [REDACTED] vs Ford Motor Corporation
3FAHP0GA6BR [REDACTED]

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

Dear Eric Kaczander, Esq:

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

Enclosed please find the following information:

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

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

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

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

Council of Better Business Bureaus, Inc.

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

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

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

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

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

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

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

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

Sincerely,

Edith Newton at Extension 512

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

January 29, 2013

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

WR56C
FRD1311933

RE [REDACTED] v Ford Motor Company

Dear Mr. Umanzor,

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

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

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

**BBB AUTO LINE
Customer Claim Form**

Case number:
Contact Date:
Start Date:

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

SECTION 1: CUSTOMER INFORMATION

Titled owner: [REDACTED]		
Mailing address: [REDACTED]		
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: Fusion	Year: 2011	Current mileage: 31882.6
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Mike Castrucci Ford Lincoln Mercury, Alexandria KY			
Primary Servicing dealer/city/state: same			
Acquired as <input type="checkbox"/> new <input checked="" type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased	Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		
Purchase/lease date: July 15, 2012	Mileage at purchase/lease: 20,117		
First repair attempt date: August 2, 2012	First repair attempt mileage: 22,097		
How often is the vehicle used for business purposes (percentage): 0 %	Number of vehicles owned or leased by the business:	Transmission type: <input type="checkbox"/> Automatic <input checked="" type="checkbox"/> Manual	
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		Date of accident:	
Description of damage:			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

VIN:3FAHP0GA6BR[REDACTED] Vehicle Repurchase plus \$2,500 for Inconvenience and \$2,500 for loss of use.

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

VEHICLE IDENTIFICATION NUMBER	3FAHP0GA6BR [REDACTED]		
Lienholder/Leasing Company	Capital One Auto Finance	Phone Number	(800) 946-0332
Account Number	1499945		

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?
<i>Example</i> V/C won't cool properly	<i>any dealer, etc.</i>	<i>2</i>	<i>1/27/12 20,000 miles 5/10/12 27,000 miles</i>	<i>NO</i>
LEASE	SEE		ENCLOSED	
Engine hesitated/ Vibration in brakes	Mike Castrucci Ford	1	8/21/12 22,097 miles 4 days	NO
Brake Pedal goes to floor	"	1	10/22/12 26,886 mi 8 days	NO
Master cylinder failed	"	1	10/30/12 26,886 mi same day	NO
Vehicle wouldn't accelerate	"	1	11/2/12 27,044 mi same day	NO
Throttle body	"	2	11/23/12 28,322 mi same day	NO
Popping noise	"	2	12/6/12 30,237 mi 1 day 12/7/12 30,260	NO
Stalled engine wouldn't start back	"	1	12/18/12 30,791 1 day	NO
Brake system check message	"	1	12/21/12 30,954 same day	NO
Brake pedal goes to floor	"	1	1/03/13 31,405 1 day	NO

Total days out of service for all problems: 19

Signature of Titled Owner(s)



Date 1/17/2013

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

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

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

Date of Repair	Mileage	Description of Problem/Repair	Defects
08/02/12-08/06/12	22,097	Engine seems to hesitate on 2-3 up shift and can feel at 70 MPH constant speed	Engine
		Vibration in brake pedal when braking at times	Brakes
10/22/12-10/30/12	26,856	Brake pedal goes to the floor	Brakes
		Replacement master cylinder failed	Engine/Electrical
11/02/12	27,044	Wrench lamp came on and vehicle would not accelerate. Tow in	Electrical/Transmission
		Check for a popping noise on DR. side when taking off. Sometimes on turns	Brakes
		Check brakes seems like there is a lot of play in the pedal. Noticed since master cyl. Was replaced	Brakes
11/23/12	28,322	Check engine light is on and the car will go into limp mode and is un driveable.	Engine/Electrical
12/06/12-12/07/12	30,237-30,260	There is a popping noise from under the car when backing up on a decline	Brakes
		There is a popping noise from under the car in the front	Brakes

Jan. 29. 2013 4:09PM Cold Spring Branch 859 441 1467

No. 1329 P. 2

Mike Castrucci
Ford/Incoln Mercury of Alexandria



LINCOLN
Mercury

USED
VEHICLE
BUYER'S
ORDER

Ph 859.448.9400 Fax 859.448.2400 7400 Alexandria Pike, Alexandria KY 41001

PURCHASER		SALESPERSON																																																													
ADDRESS		DATE																																																													
CITY	STATE	ZIP	COUNTY																																																												
<small>HEREBY AGREE TO PURCHASE FROM MIKE CASTRUCCI FORD LINCOLN MERCURY OF ALEXANDRIA, INC. UNDER THE TERMS AND CONDITIONS SPECIFIED ON THE FRONT AND BACK OF THIS ORDER FOR THE MOTOR VEHICLE AS HEAVILY DESCRIBED</small>		HOME PH	BUS PH																																																												
YEAR	MAKE	MODEL	STOCK#																																																												
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		Mike Castrucci Ford Lincoln Mercury of Alexandria represents: To "the best of our knowledge" the odometer of this vehicle is correct except as may be otherwise noted on the separately provided "odometer statement" and the company has no knowledge of any acts by previous owners to the contrary.																																																													
		SELLING PRICE \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____																																																													
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		WARRANTY DISCLAIMER DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR CHARACTER, EITHER EXPRESSED OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) concerning the motor vehicle to be delivered to buyer and buyer acknowledges and accepts such disclaimer. It is further agreed, however, that neither the dealer nor the manufacturer will be liable for failure to affect delivery. JURY WAIVER: THE UNDERSIGNED BUYER DOES WAIVE THE RIGHT TO A TRIAL BY JURY CONCERNING ANY AND ALL MATTERS ARISING OUT OF OR IN ANY WAY ASSOCIATED WITH THE PURCHASE OR FINANCE OF THE MOTOR VEHICLE DESCRIBED ABOVE. 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 extent such motor vehicle has been used, regardless of the mileage shown on the speedometer or odometer of said used motor vehicle. THE FRONT AND THE BACK OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT PERTAINING TO THIS PURCHASE AND NO OTHER AGREEMENT OF ANY KIND, VERBAL UNDERSTANDING OR PROMISE WHATSOEVER WILL BE RECOGNIZED. This Order is not valid unless accepted in writing by an Officer of the Dealer and approved by a responsible finance company as to any balance to be financed. I HAVE READ THE PRINTED MATTER ON THE FRONT AND THE BACK OF THIS ORDER AND AGREE TO IT AS PART OF THIS ORDER, THE SAME AS IN IT WERE PRINTED ABOVE MY SIGNATURE. I represent that I am at least 18 years of age. I hereby acknowledge receipt of a copy of this Order and authorize MIKE CASTRUCCI FORD LINCOLN MERCURY OF ALEXANDRIA, INC. to initiate a credit check through the Credit Bureau.																																																													
		OPTIONAL EXTENDED WARRANTY WAS FULLY EXPLAINED AND ACCEPTED (Initial) _____ REJECTED (Initial) _____ <small>Without Initial or Related Charge Automatically Constitutes Rejection</small>																																																													
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ADDITIONAL TERMS AND CONDITIONS

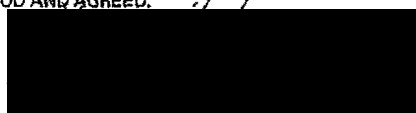
The Order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

1. Said motor vehicle, accessories and extras shall 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.
2. 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 re-appraised 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. 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.
3. If the Contract balance (payoff) on the used vehicle trade-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.
4. The Buyer warrants that all taxes of every kind levied against the used vehicle trade-in have been fully paid. Should any governmental 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 in 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.
6. This Order is not assignable or transferable without the written consent of an Officer of the Dealer. No change in the terms and conditions of this Order after execution by the Buyer can be made without the written consent of an Officer of the Dealer.
6. 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.
7. If the Buyer fails to perform all the terms and conditions of this Order, the Dealer, at its option, may terminate this agreement, or 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.
8. The Buyer agrees to accept vehicle and tires, and equipment, subject to usage and wear resulting from the necessity of driving over land to the point of delivery.
9. The Buyer, before or at the time of delivery of the motor vehicle covered by this Order, will execute such other forms of agreement or documents as may be necessary to carry out the terms and conditions of the Order.
10. This Order shall be construed and interpreted under laws of the State of Ohio.
11. If an allowance on a used vehicle is involved in this purchase, it is agreed that in the event the used vehicle is delivered to the Dealer and this Order is thereafter cancelled the Dealer will return the used vehicle to the Buyer upon receipt of payment for the Dealer's reasonable charges for storage and for any repairs made by the Dealer while in their possession. If the used vehicle has been sold by the Dealer before said cancellation, the Dealer agrees to pay the Buyer the proceeds of such sale less a selling commission of fifteen percent (15%) and less any expense incurred by the Dealer in storing, conditioning and advertising the said vehicle for sale. If the Buyer's used vehicle is not delivered to the Dealer until the Buyer receives the within ordered vehicle, it is agreed that the used vehicle will be subject to re-appraisal and that the Dealer's appraisal at the time of delivery is to be allowance for the Buyer's used vehicle.
12. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him and either the full purchase price is paid in cash or a satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling.
13. 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 this Order is correct or not. THERE IS NO WARRANTY OR REPRESENTATION AS TO THE CORRECTNESS OF THE DESCRIPTION USED INCLUDING MODEL, YEAR, MAKE, EQUIPMENT OR OPTIONS OF THE VEHICLE BEING PURCHASED.
14. VERBAL PROMISES BY SALESMEN ARE NOT VALID. ANY PROMISES OR UNDERSTANDINGS NOT HEREIN SPECIFIED IN WRITING AND APPROVED BY AN OFFICER OF THE DEALER ARE HEREBY EXPRESSLY WAIVED BY THE DEALER.
15. 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. BUYER ALSO GUARANTEES THE MODEL YEAR IS AS STATED ON THE SIGNED PURCHASER ORDER.
16. IN THE CASE OF A TRADE-IN, THE MILEAGE SHOWING ON MY OLD CAR'S ODOMETER IS TRUE AND ACTUAL.
17. IF MY TRADE-IN VEHICLE IS A 1990 OR NEWER MODEL, I REPRESENT TO MIKE CASTRUCCI FORD LINCOLN MERCURY OF ALEXANDRIA, INC. THAT THE EXHAUST EMISSION SYSTEM HAS NOT BEEN REMOVED OR ALTERED IN ANY MANNER.

TRADE IN OVERALL ALLOWANCE

IT IS UNDERSTOOD AND AGREED THAT WHEN APPROPRIATE, THE SELLING PRICE OF THE VEHICLE I AM PURCHASING MAY BE INCREASED ABOVE THE ADVERTISED PRICE, THE SALES PERSON'S QUOTED PRICE, THE MANUFACTURER'S SUGGESTED RETAIL PRICE, ETC., AND THE EXACT AMOUNT OF INCREASE HAS BEEN ADDED TO MY TRADE IN VEHICLE AS A "TRADE IN OVERALLOWANCE" FOR THE PURPOSE OF REDUCING MY NEGATIVE EQUITY.

READ, UNDERSTOOD AND AGREED: 

Buyer's Signature 



MIKE CASTRUCCI FORD SALES

7400 Alexandria Pike • Alexandria, KY 41001
PHONE (859) 448-8400



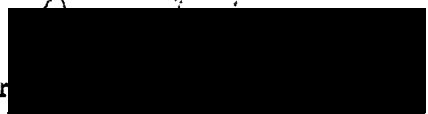
This is an addendum to the Buyer's Order between Mike Castrucci Ford (Dealer) and the Customer identified below. Customers have taken delivery of a vehicle before final approval of a loan or lease agreement and therefore make the following agreements with Dealer:

- 1.) Customer will fully insure the vehicle against all risk of loss, theft, damage or destruction effective immediately.
- 2.) Dealer will submit the loan or lease agreement signed by Customers to appropriate financing companies for approval.
- 3.) If the loan or lease agreement is not approved within 45 days after this date, Dealer will notify Customer of that fact.
- 4.) Immediately thereafter Customers will return the vehicle to the Dealer in its original condition except for mileage incurred through reasonable use.
- 5.) At that time Customers will (A) pay the outstanding balance due to purchase the vehicle from the Dealer in cash, or (B) sign a loan or lease agreement on the terms offered by the financing company which has accepted the Customer's application for credit to purchase or lease the vehicle, or (C) cancel all agreements to purchase or lease the vehicle.
- 6.) If Customer chooses option 5 (B) they understand and agree that a full disclosure of the terms of the loan or lease agreement will be made at that time but that the loan or lease agreement will have the same date as this Addendum and if signed by Customers, will be effective as of that date.
- 7.) If Customer chooses option 5 (C) they will at that time pay the Dealer the retail cost to repair all damages to the vehicle and also will pay 15 cents for each mile accumulated while customers have had the vehicle.

To secure their obligal loans, Customers give Dealer a security interest in the vehicle, a 2011 (year) Ford (make) Fusion (Model).

Date: 7/15/12

Customer



Customer

Mike Castrucci Ford Inc

Dealer

IDENTIFICATION NO
29326 -A

COMMONWEALTH OF KENTUCKY
CERTIFICATE OF REGISTRATION
- Fee and Tax Receipt -



IF BLOCK IS MARKED
SEE REVERSE SIDE

PLATE NUMBER
08 301MBS AF

CONTROL NO. DECAL NO. REGISTRATION TYPE
-0-02-06586 [REDACTED] RENEWAL DECAL ONLY

EXPIRES PREV. PLATE NO. PREV. DECAL NO. SPECIAL REGISTRATION LOCATION REGIST. WT.
-31-13 08 [REDACTED] REGULAR REGIS.

VEHICLE TYPE VEHICLE IDENTIFICATION
PASSENGER AUTO 3FAHPOGA6BR [REDACTED]

YR B-STYLE MAKE TITLE NO.
11 4D FORD [REDACTED]

SIGNATURE

OWNER(S) NAME(S), ADDRESS, SOC. SEC. NO.(S)

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
EMPLOYEE HIGHLAND HTS KY [REDACTED]

DATE OF ISSUE CLERK I.D.
07-30-12 PAS

TAXABLE VALUE	
8% TAX	
TAX CREDIT	0.00
STATE FEE	7.00
CLERK FEE	6.00
STATE FEE	
CLERK FEE	
ASSESSED VALUE	
CURR. YR. TAX	
PREV. YR. TAX	

PAID 13.00

OWNER'S COPY

COUNTY CLERK: JACK SNODGRASS
COUNTY OF ISSUANCE: CAMPBELL COUNTY

07/30/12 16:42:47
1-95-181 REV. 8/96

Jan. 29. 2013 4:09PM
From: TA:10.100.0.2:44998.6193301897 Page: 8/19 Date: 1/29/2013 6:26:38 PM
Cold Spring Branch 859 441 1467 No. 1329 P. 4

859+431+6061

FIFTH THIRD BANK

03:17:20 p.m.

01-04-2013

2 / 9

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.



7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400



CELL: [REDACTED]

CUSTOMER NO. 46416	ADVISOR WILLIAM RITCHIE	135	TAG NO. 288	INVOICE DATE 08/06/12	INVOICE NO. FOCS106259
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 22,097	COLOR BLACK/	STOCK NO. 32641
HIGHLAND HTS, KY	YEAR / MAKE / MODEL 11 / FORD / FUSION / 4DR SDN S FWD			DELIVERY DATE 07/15/12	DELIVERY MILES 20,117
[REDACTED]	VEHICLE I.D. NO. 3 F A H P 0 G A 6 B R [REDACTED]			SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	R.T.E. NO.	P.O. NO.	R.O. DATE 08/02/12		
COMMENTS					

LABOR & PARTS

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

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

ENTERPRISE

JOB # 3 TOTAL LABOR & PARTS 0.00

TOTALS

CASH [] CHECK [] CHARGE []	TOTAL LABOR...	0.00
AMEX [] VISA/MASTERCARD []	TOTAL PARTS...	0.00
DISCOVER []	TOTAL SUBLET...	0.00
* ***** *	TOTAL G.O.G....	0.00
* IN THE NEAR FUTURE YOU WILL RECEIVE A SURVEY FROM *	TOTAL MISC CHG.	0.00
* FORD MOTOR CO. IF YOU CAN NOT GIVE OUR DEALERSHIP *	TOTAL MISC DISC	0.00
* A SCORE OF ---COMPLETELY SATISFIED--- PLEASE NOTIFY*	TOTAL TAX.....	0.00
* ME IN ADVANCE, PRIOR TO RETURNING THIS VERY *	TOTAL INVOICE \$	0.00
* IMPORTANT SURVEY. *		
* THANK YOU. *		
* BILL LYKINS *		
* SERVICE MANAGER *		
* ***** *		

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.

CUSTOMER SIGNATURE

DUPLICATE INVOICE

859+431+6061

FIFTH THIRD BANK

03:18:00 p.m.

01-04-2013

3 / 9

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.



7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400



CELL: [REDACTED]

CUSTOMER NO. 46416	ADVISOR KENNETH KLOTTER	TRQ NO. 154	INVOICE DATE 10/30/12	INVOICE NO. FOCS110893
[REDACTED]	LABOR RATE	LICENSE NO.	WEAVER 26,856	COLOR BLACK/
[REDACTED]	YEAR / MAKE / MODEL 11/FORD/FUSION/4DR SDN S FWD	DELIVERY DATE 07/15/12	STOCK NO. 32641	DELIVERY MILES 20,117
HIGHLAND HTS, KY	VEHICLE I.D. NO. 3 F A H P O G A 6 B R	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE 10/22/12	
[REDACTED]	COMMENTS			

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
<p>CUSTOMER STATES BRAKE PEDAL GOES TO THE FLOOR, THINKS MASTER CYLINDER FAILING. VERIFIED MASTER CYLINDER FAILED REPLACED MASTER CYLINDER AND VERIFIED REPAIRS</p>						
JOB # 1	1	AE5Z-2140-A	CYLINDER ASY			INTERNAL
JOB # 1	2	BG-84032	BG-BRK FLUSH.			
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00
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 []				TOTAL LABOR....		0.00
AMEX [] VISA/MASTERCARD []				TOTAL PARTS....		0.00
DISCOVER []				TOTAL SUBLET....		0.00
*****				TOTAL G.O.G....		0.00
* IN THE NEAR FUTURE YOU WILL RECEIVE A SURVEY FROM *				TOTAL MISC CHG.		0.00
* FORD MOTOR CO. IF YOU CAN NOT GIVE OUR DEALERSHIP *				TOTAL MISC DISC		0.00
* A SCORE OF ---COMPLETELY SATISFIED---PLEASE NOTIFY*				TOTAL TAX.....		0.00
* ME IN ADVANCE, PRIOR TO RETURNING THIS VERY *				TOTAL INVOICE \$		0.00
* IMPORTANT SURVEY. *						
* THANK YOU. *						
* BILL LYKINS *						
* SERVICE MANAGER *						

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.

CUSTOMER SIGNATURE _____
***** DUPLICATE INVOICE *****

859 + 431 + 6061

FIFTH THIRD BANK

03:18:36 p.m.

01-04-2013

4 / 9

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.



7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400



CELL: [REDACTED]

CUSTOMER NO. 46416	ADVISOR KENNETH KLOTTER	395	TAG NO. 154	INVOICE DATE 10/30/12	INVOICE NO. FOCS111431
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 26,856	COLOR BLACK/	STOCK NO. 32641
HIGHLAND HTS, KY	YEAR / MAKE / MODEL 11/FORD/FUSION/4DR SDN S FWD			DELIVERY DATE 07/15/12	DELIVERY MILES 20,117
[REDACTED]	VEHICLE I.D. NO. 3 F A H P O G A 6 B R			SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	E.T.E. NO.	P.O. NO.	R.O. DATE 10/30/12		
COMMENTS					

LABOR & PARTS

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	AESZ-2140-A	CYLINDER ASY		
JOB # 1	1	OSP			
				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

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.

CUSTOMER SIGNATURE

***** DUPLICATE INVOICE *****

859+431+6061

FIFTH THIRD BANK

03:19:07 p.m.

01-04-2013

5/9

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.



7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400



CELL: [REDACTED]

CUSTOMER NO. 46416	ADVISOR KENNETH KLOTTER	TAG NO. 395	INVOICE DATE 11/02/12	INVOICE NO. FOCS111602
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 27,044	COLOR BLACK/
[REDACTED]	YEAR / MAKE / MODEL 11/FORD/FUSION/4DR SDN S FWD	DELIVERY DATE 07/15/12	DELIVERY MILES 20,117	STOCK NO. 32641
HIGHLAND HTS, KY	VEHICLE I.D. NO. 3 F A H P 0 G A 6 B R	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	P.T. E. NO.	P.O. NO.	R.O. DATE 11/02/12	
[REDACTED]	COMMENTS			

LABOR & PARTS		DESCRIPTION		LIST PRICE	UNIT PRICE	WARRANTY
<p>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</p>						
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
<p>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</p>						
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
				JOB # 2 TOTAL PARTS		0.00
				JOB # 2 TOTAL LABOR & PARTS		0.00
<p>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.</p>						
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
				JOB # 3 TOTAL PARTS		0.00
				JOB # 3 TOTAL LABOR & PARTS		0.00
<p>BMC</p>						
PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
				JOB # 4 TOTAL PARTS		0.00
				JOB # 4 TOTAL LABOR & PARTS		0.00
SUBLET	PO#	YEND INV#	INV. DATE	DESCRIPTION		INTERNAL
JOB # 1	113992		11/02/12	TOM		0.00
				TOTAL - SUBLET		0.00

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859+431+6061

FIFTH THIRD BANK

03:19:50 p.m.

01-04-2013

6/9

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.



7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400



CELL: [REDACTED]

CUSTOMER NO. 46416	ADVISOR KENNETH KLOTTER	395	TAB NO. 589	INVOICE DATE 11/02/12	INVOICE NO. FOCS111602
[REDACTED]	LABOR RATE	LICENSE NO.	SALES TAX 27,044	COLOR BLACK/	STOCK NO. 32641
HIGHLAND HTS, KY	YEAR / MAKE / MODEL 11/FORD/FUSION/4DR SDN S FWD			DELIVERY DATE 07/15/12	DELIVERY MILES 20,117
[REDACTED]	VEHICLE ID NO. 3FAHP0GA6BR [REDACTED]			SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	P.T.E. NO.	R.O. NO.	P.O. DATE 11/02/12		
COMMENTS					

TOTALS	
CASH [] CHECK [] CHARGE []	TOTAL LABOR... 0.00
AMEX [] VISA/MASTERCARD []	TOTAL PARTS... 0.00
DISCOVER []	TOTAL SUBLET... 0.00
* ***** *	TOTAL G.O.G.... 0.00
* IN THE NEAR FUTURE YOU WILL RECEIVE A SURVEY FROM *	TOTAL MISC CHG. 0.00
* FORD MOTOR CO. IF YOU CAN NOT GIVE OUR DEALERSHIP *	TOTAL MISC DISC 0.00
* A SCORE OF ---COMPLETELY SATISFIED---PLEASE NOTIFY*	TOTAL TAX..... 0.00
* ME IN ADVANCE. PRIOR TO RETURNING THIS VERY *	TOTAL INVOICE \$ 0.00
* IMPORTANT SURVEY. *	
* THANK YOU. *	
* BILL LYKINS *	
* SERVICE MANAGER *	
* ***** *	

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.

CUSTOMER SIGNATURE _____
***** DUPLICATE INVOICE *****

859+431+6061

FIFTH THIRD BANK

03:20:12 p.m. 01-04-2013

7/9

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.



7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400



CELL: [REDACTED]

CUSTOMER NO. 46416	ADVISOR KELLY DE MARRAIS 221	TAG NO. 319	INVOICE DATE 11/23/12	INVENTORY NO. FOCS112788
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 28,322	COLOR BLACK/
[REDACTED]	YEAR / MAKE / MODEL 11/FORD/FUSION/4DR SDN S FWD	DELIVERY DATE 07/15/12	DELIVERY MILES 20,117	STOCK NO. 32641
HIGHLAND HTS, KY	VEHICLE I.D. NO. 3 F A H P O G A 6 B R	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	P.T.E. NO.	P.O. NO.	R.O. DATE 11/23/12	
COMMENTS				

LABOR & PARTS

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			0.00
				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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CUSTOMER SIGNATURE _____

***** DUPLICATE INVOICE *****

859+431+6061

FIFTH THIRD BANK

03:20:44 p.m. 01-04-2013

8/9

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.



7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400



CELL: [REDACTED]

CUSTOMER NO 46416	ADVISOR KELLY DE MARRAIS 221	TAG NO 863	INVOICE DATE 12/07/12	INVOICE NO. FOCS113564
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 30,237	COLOR BLACK/
[REDACTED]	YEAR / MAKE / MODEL 11/ FORD/FUSION/4DR SDN S FWD	DELIVERY DATE 07/15/12	DELIVERY MILES 20,117	STOCK NO. 32641
[REDACTED]	VEHICLE I.D. NO. 3 F A H P 0 G A 6 B R	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	R.O. NO.	R.O. DATE 12/06/12	
[REDACTED]	COMMENTS			

LABOR & PARTS

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 SSH 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 []	TOTAL LABOR...	0.00
AMEX [] VISA/MASTERCARD []	TOTAL PARTS...	0.00
DISCOVER []	TOTAL SUBLET...	0.00
* ***** *	TOTAL G.O.G....	0.00
* IN THE NEAR FUTURE YOU WILL RECEIVE A SURVEY FROM *	TOTAL MISC CHG.	0.00
* FORD MOTOR CO. IF YOU CAN NOT GIVE OUR DEALERSHIP *	TOTAL MISC DISC	0.00
* A SCORE OF ---COMPLETELY SATISFIED---PLEASE NOTIFY*	TOTAL TAX.....	0.00
* ME IN ADVANCE, PRIOR TO RETURNING THIS VERY *	TOTAL INVOICE \$	0.00
* IMPORTANT SURVEY. *		
* THANK YOU. *		
* BILL LYKINS *		
* SERVICE MANAGER *		
* ***** *		

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CUSTOMER SIGNATURE

***** DUPLICATE INVOICE *****

859+431+6061

FIFTH THIRD BANK

03:21:16 p.m.

01-04-2013

9/9

MIKE CASTRUCCI FORD-LINCOLN MERCURY OF ALEXANDRIA, Inc.



7400 ALEXANDRIA PIKE
ALEXANDRIA, KENTUCKY 41001
PHONE: (859) 448-9400



CELL: [REDACTED]

CUSTOMER NO. 46416	ADVISOR KELLY DE MARRAIS	TAG NO. 221	INVOICE DATE 12/07/12	INVOICE NO. FOCS113627
[REDACTED]	LABOR RATE	LICENSE NO.	RELEASE 30,260	COLOR BLACK/
[REDACTED]	YEAR / MAKE / MODEL 11/FORD/FUSION/4DR SDN S FWD			DELIVERY DATE 07/15/12
HIGHLAND HTS, KY	VEHICLE I.D. NO. 3FAHP0GA6BR			DELIVERY MILES 20,117
[REDACTED]	P.T.E. NO.	R.O. DATE 12/07/12	SELLING DEALER NO.	PRODUCTION DATE
COMMENTS				

LABOR & PARTS

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	INTERNAL
JOB # 1	1	9E5Z-2001-A	KIT - BRAKE LI			0.00
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

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COMMENTS:
APPROVED BY JON D.

TOTALS

CASH []	CHECK []	CHARGE []	TOTAL LABOR....	0.00
AMEX []	VISA/MASTERCARD []		TOTAL PARTS....	0.00
DISCOVER []			TOTAL SUBLET....	0.00
* ***** *			TOTAL G.O.G....	0.00
* IN THE NEAR FUTURE YOU WILL RECEIVE A SURVEY FROM *			TOTAL MISC CHG.	0.00
* FORD MOTOR CO. IF YOU CAN NOT GIVE OUR DEALERSHIP *			TOTAL MISC DISC	0.00
* A SCORE OF ---COMPLETELY SATISFIED---PLEASE NOTIFY*			TOTAL TAX.....	0.00
* ME IN ADVANCE. PRIOR TO RETURNING THIS VERY *			TOTAL INVOICE \$	0.00
* IMPORTANT SURVEY. *				
* THANK YOU. *				
* BILL LYKINS *				
* SERVICE MANAGER *				
* ***** *				

CUSTOMER SIGNATURE _____
***** DUPLICATE INVOICE *****

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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(866) 289-0898
Writer's Direct E-Mail
ckaozander@consumerlawcenter.com
www.krohnandmoss.com*

*Writer licensed to practice in
Illinois, Kentucky and Minnesota*

January 10, 2013

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: 3FAHPOGA6BR [REDACTED]
Our File No.: K1300012Y

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

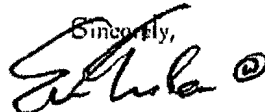
Page 3

January 10, 2013

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 Kaezander
Attorney at Law

EK/rl
CC: 



BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Kentucky

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 Kentucky lemon law must be filed with BBB AUTO LINE within two years after the date of the vehicle's original delivery to the customer. Other warranty disputes arising under Kentucky law must be based on a defect or condition that occurred during the first two years or 25,000 miles, whichever comes first, of the customer's ownership of the vehicle.

Claims not covered by the Kentucky 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 Kentucky 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 Kentucky lemon law.

Claims may also be filed for Ford, Lincoln, and Mercury cars and light trucks that are **not** covered by the Kentucky 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, **or** otherwise covered by Kentucky law;
- ◆ Currently registered in Kentucky; and
- ◆ Purchased or leased in the United States and normally operated in the United States.

Unless covered by Kentucky 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 **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 all elements of the Kentucky 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 Kentucky lemon law, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

Repurchase

Ford will refund the following amounts:

1. The full purchase price paid for the motor vehicle,
2. Finance charges,
3. All sales tax,
4. License fee,
5. Registration fee,
6. Any similar governmental charges, and
7. All collateral charges.

Replacement of a Vehicle Purchased or Leased New

Ford will provide a replacement vehicle from dealer inventory that is comparable to the vehicle being replaced. Replacement is not an available remedy if the current vehicle was purchased used.

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.

Deductions/Exclusions from a Repurchase or Replacement Award

- ♦ If the arbitrator finds that the claim meets all elements of the Kentucky lemon law, then the **repurchase** award will be reduced for the customer’s use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100,000} \times \text{purchase price}$$

- ◆ If the arbitrator awards a **replacement** in a claim that does **not** meet all elements of the Kentucky 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 Kentucky 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;
 - (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.

STANDARDS OF THE KENTUCKY LEMON LAW

The following is a brief explanation of most relevant provisions of the Kentucky lemon law. The complete text of the lemon law can be found at Kentucky Rev. Stat. 367.840 *et seq.*

VEHICLES COVERED

The Kentucky lemon law applies to a motor vehicle that:

1. Is intended primarily for use and operation on the public highways;
2. Is required to be registered or licensed in Kentucky prior to such use or operation;
3. Has been finally and completely assembled and is in the possession of a manufacturer, factory branch, distributor, wholesaler, or an authorized motor vehicle dealer; and
4. Is in fact new and on which the original title has not previously been issued;

The lemon law does not cover motor homes, motorcycles, mopeds, vehicles with more than 2 axles, farm tractors and other farm machines, and vehicles substantially altered after the initial sale from a dealer to an individual.

A “new motor vehicle” means a motor vehicle that:

1. Has been finally and completely assembled;
2. Is in the possession of a manufacturer, factory branch, distributor, or authorized dealer; and
3. Is in fact new and on which the original title has never been issued.

CONSUMERS COVERED

The lemon law covers any resident person who buys or contracts to buy a new motor vehicle in Kentucky. The lemon law also covers any resident person who leases a new motor vehicle in Kentucky after July 15, 1998. The lemon law does not cover subsequent purchasers or lessees.

VEHICLE CONVERTERS

The lemon law applies to vehicle converters.

PROBLEMS COVERED

The lemon law covers vehicle “nonconformities,” which it defines as the failure to conform with an express warranty in a manner that substantially impairs the use, value or safety of the motor vehicle.

This information is not intended as legal advice. Please direct specific questions to your legal counsel.
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Kentucky

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The lemon law provides the manufacturer with an affirmative defense if it can be shown that the nonconformity, defect or condition is the result of abuse, neglect, or unauthorized modification or alteration of the vehicle by the consumer.

MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

Notice to Manufacturer

The Kentucky lemon law requires that a consumer notify the manufacturer in writing if the manufacturer or its agents are unable to repair a vehicle nonconformity to the express warranty after a reasonable number of attempts during the first 12,000 miles of operation or during the first 12 months following the date of delivery to the consumer, whichever is the earlier date.

Repurchase or Replacement if Nonconformity Not Corrected After Reasonable Number of Attempts

If, after a reasonable number of attempts within the 12 months/12,000 mile time period specified above, the manufacturer or its agents are unable to repair or correct any nonconformity or defect that substantially impairs the use, value or safety of the motor vehicle, then the manufacturer is required to replace or repurchase the motor vehicle.

REASONABLE NUMBER OF REPAIR ATTEMPTS

The Kentucky lemon law creates a presumption that a reasonable number of attempts have been made if, within the first 12,000 miles of operation or during the period of 12 months following the date of original delivery of the motor vehicle to the consumer buyer, whichever is earlier, either:

1. The same nonconformity, defect or condition has been subject to repair four or more times by the manufacturer, but the nonconformity, defect or condition continues to exist; or
2. The vehicle is out of service/use by reason of repair of the same non-conformity, defect, or condition for a cumulative total of at least 30 calendar days. (This time period is extended by a reasonable time when a vehicle cannot be repaired due to the unavailability of parts or supplies as a result of war, invasion, civil unrest, fire, flood, or natural disaster.)

DISPUTE RESOLUTION

Disputes arising under the lemon law provisions requiring repurchase or replacement must be resolved through the required informal dispute resolution system, prior to seeking any judicial relief.

Each manufacturer transacting business in Kentucky must offer to consumers a comprehensive informal dispute resolution system that accepts warranty disputes occurring during the earlier of the first two years or 25,000 miles of the consumer's or lessor's ownership of the motor vehicle. Note that this requirement is independent of the lemon law provisions, and requires arbitration of certain warranty disputes that might not be covered by the lemon law.

Guidance from the Attorney General indicates that the dispute resolution provisions apply to any new motor vehicle that that would *normally* be used for personal, family or household purposes, regardless of how the individual buyer uses the particular vehicle that is the subject of the dispute. Any vehicle falling within the lemon law's definition of motor vehicle is covered by the dispute resolution provisions.

TIME PERIOD FOR FILING CLAIMS

An action under the lemon law must be commenced within two years after the date of the vehicle's original delivery to a consumer.

This information is not intended as legal advice. Please direct specific questions to your legal counsel.
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Kentucky

REMEDIES UNDER THE KENTUCKY LEMON LAW

REPURCHASE

The Kentucky lemon law sets out the following amounts that a manufacturer must pay when it repurchases an owned or leased vehicle under the lemon law:

1. the full purchase price paid for the motor vehicle,
2. finance charge,
3. all sales tax,
4. license fee,
5. registration fee,
6. any similar governmental charges, and
7. all collateral charges,
8. less a reasonable allowance for the consumer's use of the vehicle.

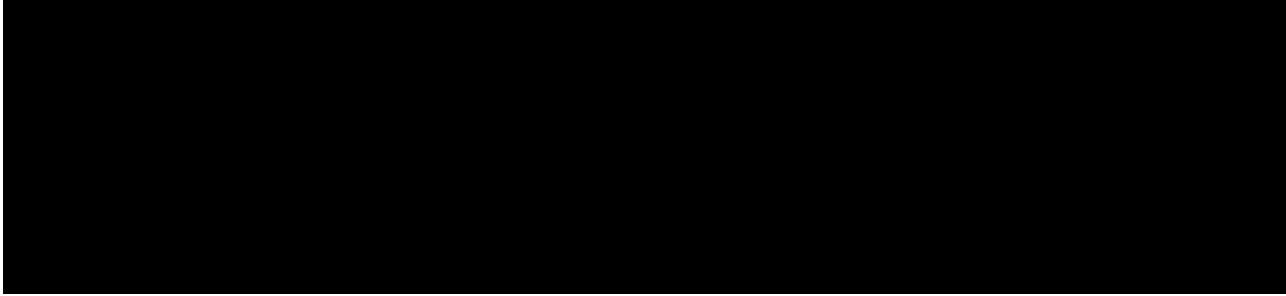
Reasonable allowance for the consumer's use means the amount directly attributable to a consumer's use of the vehicle other than those time periods when the vehicle is out of service due to the nonconformity.

REPLACEMENT

When replacing a vehicle under the Kentucky lemon law, the manufacturer must provide a comparable motor vehicle. The reasonable allowance for use does not apply to a replacement.

This information is not intended as legal advice. Please direct specific questions to your legal counsel.
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Kentucky



CA

ALSO ADMITTED IN THE
DISTRICT OF COLUMBIA
AND PENNSYLVANIA

LAW OFFICES OF
DELSACK & ASSOCIATES, P.C.
A PROFESSIONAL LAW CORPORATION
1801 CENTURY PARK EAST, SUITE 2400
LOS ANGELES, CA 90067

TELEPHONE (310) 475-1700
FACSIMILE (310) 475-1799
INFO@DELSACKLAW.COM

June 14, 2013

Jody Banciu
Ford Motor Company - World Headquarters
One American Road
Room 402-A4
Dearborn, MI 48126-2701

General Manager
Ken Grody Ford
6211 Beach Boulevard
Buena Park, CA 90621

Re: [REDACTED] Purchase of 2010 Ford Fusion; VIN 3FAHP0HG3AR [REDACTED]

06/17/2013 10:50

Dear Ms. Banciu:

This office represents [REDACTED] concerning her purchase of a defective 2010 Ford Fusion. 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). [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 Fusion 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 [REDACTED] free of defects and refusing to repair or replace the defective vehicle tendered to [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 her rights, [REDACTED] has incurred and continues to incur legal fees, costs, and expenses.

[REDACTED] has had numerous and consistent problems with this vehicle, including a defective engine and/or other manufacturing non-conformities causing the vehicle to stall under normal operating conditions; defective throttle body; defective transmission; as well as and 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, Ken Grody Ford, in Buena Park, CA, as well as to your factory representatives. Nevertheless, despite these numerous attempts to repair the vehicle on at least five (5) separate occasions from the date of the purchase of the vehicle on December 26, 2009, and specifically between August 10, 2010 and March 11, 2013, 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 [REDACTED] she qualifies for the Lemon Law protections. 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.

██████████ 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 ██████████ 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 ██████████ is entitled to as a matter of law.

We calculate the amount of reimbursement owed to our client as follows:

1. Down payment	\$ 2,000.00
2. Payments (1 at \$28,466.52)	28,466.52
3. Registration	214.00
4 Attorneys' fees to date	<u>4,000.00</u>
TOTAL	\$34,680.52

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:

June 14, 2013

Page 4

(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 [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]



Phone: 714-521-3305
 6211 Beach Blvd.
 Buena Park, CA 90621
 www.kengrodyford.com ^{Page 1}

Fullerton, CA [REDACTED]		A/R Number:	Invoice Number
Phone (H): [REDACTED] 6	Phone (W): [REDACTED]	Customer Number: [REDACTED]	103099
Phone (C): [REDACTED]	Phone Oth: [REDACTED]	PO Number:	Printed: MAR 11 13 4:21 PM
Year/Make/Model: 0 Ford Fusion		Auth Number:	Copy # 2
VIN: 3FAHP0HG3 AR [REDACTED]		Service Writer: 832	Date Opened: 08/10/10
License Number: [REDACTED] Color: Gray		Estimate Amount: \$	Date Notified: 08/10/10
Stock Number:	Mileage In: 4343	Terms & Conditions:	Date Delivered:
Tag Number: 6629	Mileage Out: 4343	Type of Sale: Retail	
		Customer Signature	

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
PERFORM MULTI POINT INSPECTIONS					
OA # 169 769 316					
1 - Cause/Action to Take					
99P - MAINTENANCE					
1 - Correction/Action Taken					
PERFORMED MULTI POINT INSPECTION					
<u>Sub Total Parts</u>					0.00
SubTotal Job # 1					Warranty
2. Customer statement of problem					
QCM 7.5k					
1 - Correction/Action Taken					
117					0.00
Part Number	Failed	Description			
FL500S		FILTER ASY - OIL	1	1	
5W20		ENGINE OIL	6	6	
<u>Sub Total Parts</u>					Service Contract
SubTotal Job # 2					Service Contract
Recommendations					
done					
3. Customer statement of problem					
recall - 10B15					
powertrain control module reprogramming					
1 - Correction/Action Taken					
reprogram PCM with new calibration per recall					
131					0.00
<u>Sub Total Parts</u>					Warranty
SubTotal Job # 3					Warranty

Ken Grody



Phone: 714-521-3305
 6211 Beach Blvd.
 Buena Park, CA 90621
 www.kengrodyford.com Page 2

Fullerton, CA [Redacted] Phone (H): [Redacted] Phone (W): [Redacted] Phone (C): [Redacted] Phone Oth: [Redacted]	A/R Number: Customer Number: 386485 PO Number: Auth Number: Service Writer: 832	Invoice Number: 103099 Printed: MAR 11 13 4:21 PM Copy # 2 Date Opened: 08/10/10 Date Notified: 08/10/10 Date Delivered:
Year/Make/Model: 0 Ford Fusion VIN: 3FAHP0HG3 AF [Redacted] License Number: [Redacted] Color: Gray Stock Number: Tag Number: 6629	Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail	Mileage In: 4343 Mileage Out: 4343 Customer Signature

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
<p><i>Recommendations done</i></p>					

OWNER ADVANTAGE REWARDS ARE NOT APPLICABLE TO COUPONS, DISCOUNTED SPECIALS, AND BASIC MAINTENANCE. REWARDS CAN BE REDEEM ON FULL RETAIL REPAIRS OR SERVICES. SIGN UP TODAY AND START RECEIVING 5% REWARD POINTS ON EVERY DOLLAR YOU SPEND. ASK SERVICE ADVISORS FOR FURTHER DETAILS.

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

B.A.R. REG # 042846
 E.P.A. # 027946862

Ken Grody



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 Buena Park, CA 90621
 www.kengrodyford.com Page 1

[Redacted] Fullerton, CA [Redacted] Phone (H): [Redacted] Phone (W): [Redacted] Phone (C): [Redacted] Phone (H): [Redacted] Year/Make/Model: 0 Ford Fusion VIN: 3FAHP0HG3A [Redacted] 5 [Redacted] Gray	A/R Number: Customer Number: 386485 PO Number: Auth Number: Service Writer: 161 Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail	Invoice Number: 138485 Printed: MAR 11 13 4:20 PM Copy # 2 Date Opened: 01/09/12 Date Notified: 01/10/12 Date Delivered: 01/10/12
Stock Number: Tag Number: 4557	Mileage In: 17949 Mileage Out: 17951	Customer Signature

Description	QtyOrd	Qty Del	Price	Ext. Total	Grand Total
1. Customer statement of problem					
PERFORM MULTI POINT INSPECTIONS OA# 169 769 316 1 -- Cause/Action to Take 99P - MAINTENANCE 1 -- Correction/Action Taken PERFORMED MULTI POINT INSPECTION					0.00
<u>Sub Total Parts</u>					<u>Internal Work</u>
2. Customer statement of problem					
VEHICLE STALLED WHILE DRIVING. RPM WAS FLUCTUATING UP AND DOWN. TOWED IN. DIAG AND ADVISE 1 -- Correction/Action Taken eec self test, koep pass, koer pass, koec pass. road tested and monitored L term ok at 2%, V power 14.1v. ETB act 3.4 degrees. TP1 +2, TP2 erratic voltage spikes on road test. replaced throttle body. road tested ok after repairs.					0.00
<u>Sub Total Parts</u>					<u>Warranty</u>
<u>SubTotal Job # 2</u>					<u>Warranty</u>
3. Customer statement of problem					
RENTAL CAR 1 -- Correction/Action Taken done					0.00
<u>Sub Total Parts</u>					<u>Warranty</u>
<u>Sublet</u> 95 ENTERPRISE RENT A CAR -					<u>Warranty</u>
<u>SubTotal Job # 3</u>					<u>Warranty</u>

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[Redacted] Fullerton, CA [Redacted] Phone (H) [Redacted] Phone (W): [Redacted] [Redacted] Phone Oth: [Redacted]	A/R Number: Customer Number: 386485 PO Number: Auth Number: Service Writer: 161 Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail	Invoice Number 138485 Printed: MAR 11 13 4:20 PM Copy # 2 Date Opened: 01/08/12 Date Notified: 01/10/12 Date Delivered: 01/10/12
Year/Make/Model: 0 Ford Fusion VIN: 3FAHP0HG3 AF [Redacted] License Number: [Redacted] Color: Gray Stock Number: Mileage In: 17949 Tag Number: 4557 Mileage Out: 17951	Customer Signature	

Description	QtyOrd	Qty Del	Price	Ext. Total	Grand Total
4. Customer statement of problem					
TIRE PRESSURE					
TP -					
1 - Correction/Action Taken					
YOUR VEHICLE'S TIRE PRESSURE IS AS FOLLOWS					
RF 31					0.00
LF 31					
RR 31					
LR 31					
<u>Sub Total Parts</u>					<u>Warranty</u>
SubTotal Job # 4					Warranty

OWNER ADVANTAGE REWARDS ARE NOT APPLICABLE TO COUPONS, DISCOUNTED SPECIALS, AND BASIC MAINTENANCE. REWARDS CAN BE REDEEM ON FULL RETAIL REPAIRS OR SERVICES. SIGN UP TODAY AND START RECEIVING 5% REWARD POINTS ON EVERY DOLLAR YOU SPEND. ASK SERVICE ADVISORS FOR FURTHER DETAILS.	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
B.A.R. REG # 042846 E.P.A. # 027946862	AMOUNT DUE 0.00



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[Redacted] Fullerton, CA [Redacted] Phone (H): [Redacted] Phone (W): [Redacted] [Redacted] Phone Oth: [Redacted]	A/R Number: Customer Number: 386485 PO Number: Auth Number: Service Writer: 165 Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail	Invoice Number: 149207 Printed: MAR 11 13 4:20 PM Copy # 2 Date Opened: 06/01/12 Date Notified: 06/02/12 Date Delivered: 06/02/12
Year/Make/Model: 2010 Ford Fusion VIN: 3FAHP0HG3 AR [Redacted] License Number: [Redacted] Color: Gray Stock Number: [Redacted] Mileage In: 23425 Tag Number: 5450 Mileage Out: 23426	Customer Signature	

Description	Qty Ord	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
PERFORM MULTI POINT INSPECTION oa # 169769316 1 - Cause/Action to Take Q99P - MAINTENANCE 1 - Correction/Action Taken PERFORMED MULTI POINT INSPECTION					0.00
<u>Sub Total Parts</u>					<u>Warranty</u>
SubTotal Job # 1					Warranty
2. Customer statement of problem					
Customer States that she has to keep jump starting vehicle most of the time. please check and advise . 1 - Correction/Action Taken TEST AND REPLACED FAILED BATTERY .. ALTERNATOR IS AT FULL LOAD. 14.5 VOLTS .. OK AT THIS TIME.					0.00
Part Number Failed Description					
BXT96R590 BATTERY	1	1			
<u>Sub Total Parts</u>					<u>Warranty</u>
SubTotal Job # 2					Warranty
3. Customer statement of problem					
Customer States that low tire pressure light is on. please check and advise. 1 - Correction/Action Taken CORRECTED TIRE PRESSURE AND RESET TIRE MONITOR LIGHT. SERVICE IS NOW DONE .					0.00
<u>Sub Total Parts</u>					<u>Warranty</u>
SubTotal Job # 3					Warranty
4. Customer statement of problem					
TIRE PRESSURE					

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Fullerton, CA Phone (H) [REDACTED] Phone (C) [REDACTED] Year/Make/Model: 2010 Ford Fusion VIN: 3FAHP0HG3 AF [REDACTED] License Number: [REDACTED] Color: Gray Stock Number: [REDACTED] Tag Number: 5450	A/R Number: Customer Number: 386485 PO Number: Auth Number: Service Writer: 165 Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail Mileage In: 23425 Mileage Out: 23425	Invoice Number: 149207 Printed: MAR 11 13 4:20 PM Copy # 2 Date Opened: 06/01/12 Date Notified: 06/02/12 Date Delivered: 06/02/12 Customer Signature
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Description	Qty Ord	Qty Del	Price	Ext Total	Grand Total
TP - 1 - Correction/Action Taken YOUR VEHICLE'S TIRE PRESSURE IS AS FOLLOWS RF 32 LF32 RR32 LR32	172				0.00
<u>Sub Total Parts</u>					0.00
SubTotal Job # 4					0.00

OWNER ADVANTAGE REWARDS ARE NOT APPLICABLE TO COUPONS, DISCOUNTED SPECIALS, AND BASIC MAINTENANCE. REWARDS CAN BE REDEEM ON FULL RETAIL REPAIRS OR SERVICES. SIGN UP TODAY AND START RECEIVING 5% REWARD POINTS ON EVERY DOLLAR YOU SPEND. ASK SERVICE ADVISORS FOR FURTHER DETAILS.	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
B.A.R. REG # 042846 E.P.A. # 027946862	AMOUNT DUE 0.00

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Fullerton, CA [REDACTED]		A/R Number:	Invoice Number
Phone (H): [REDACTED]	Phone (W): [REDACTED]	Customer Number: 386485	153828
Phone (C): [REDACTED]	Phone Oth: [REDACTED]	PO Number:	Printed: MAR 11 13 4:20 PM
Year/Make/Model: 2010 Ford Fusion		Auth Number:	Copy # 2
VIN: 3FAHP0HG3 AR [REDACTED]		Service Writer: 832	Date Opened: 07/30/12
License Number [REDACTED] Color: Gray		Estimate Amount: \$	Date Notified: 07/30/12
Stock Number:	Mileage In: 24770	Terms & Conditions:	Date Delivered: 07/30/12
Tag Number: 9228	Mileage Out: 24772	Type of Sale: Retail	
		Customer Signature	

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
PERFORM MULTI POINT INSPECTIONS OA # 169 769 316 1 - Cause/Action to Take 99P - MAINTENANCE 1 - Correction/Action Taken PERFORMED MULTI POINT INSPECTION					
<u>Sub Total Parts</u>	171				0.00
					<u>Internal Work</u>
2. Customer statement of problem					
Customer States VEHICLE STALLED OUT DRIVING. JUST LOST POWER. APPROX TO 30 MPH AND WAS SLOWING DOWN AS VEHICLE WAS TURING INTO A PARKING LOT. NO WARNING LIGHTS CAME ON. VEHICLE START UP OK AFTER. CHECK AND ADVISE 1 -- Correction/Action Taken CHECK DTC CODES CLEARED P2135. REPLACED THROTTLE BODY AS PER TSB # 09-23-05 ROAD TEST AND OK					
Part Number Failed Description					
5M6Z9E926CA X THROTTLE BODY AND MOTOR ASY		1	0		
DS7Z9E926A X THROTTLE BODY AND MOTOR ASY		1	1		
<u>Sub Total Parts</u>	122				0.00
<u>SubTotal Job # 2</u>					<u>Warranty</u>
					<u>Warranty</u>
3. Customer statement of problem					
QCM 37.5k PREM MAINT(M&W) 7.5K INTERVAL 1 - Correction/Action Taken CHANGED OIL AND OIL FILTER ROTATED TIRES					
Part Number Failed Description					
FL500S FILTER ASY - OIL		1	1		
	171				0.00

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Fullerton, CA Phone (H): Phone (C): Year/Make/Model: 2010 Ford Fusion VIN: 3FAHP0HG3 AF License Number: Stock Number: Tag Number: 9228	Phone (W): Phone Oth: Mileage In: 24770 Mileage Out: 24772	A/R Number: Customer Number: 386485 PO Number: Auth Number: Service Writer: 832 Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail Customer Signature	Invoice Number: 153828 Printed: MAR 11 13 4:20 PM Copy # 2 Date Opened: 07/30/12 Date Notified: 07/30/12 Date Delivered: 07/30/12
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Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
XO5W20QSP ENGINE OIL	6	6			
<u>Sub Total Parts</u>					
SubTotal Job # 3					
4. Customer statement of problem					
Customer States TP SL IS ON - CHECK AND ADVISE					
1 - Correction/Action Taken					
NAIL ON R/R TIRE					0.00
Sub Total Parts					0.00
SubTotal Job # 4					0.00
5. Customer statement of problem					
TIRE PRESSURE					
TP -					
1 - Correction/Action Taken					
YOUR VEHICLE'S TIRE PRESSURE IS AS FOLLOWS					
RF					0.00
LF					
RR					
LR					
Sub Total Parts					0.00
SubTotal Job # 5					0.00
OWNER ADVANTAGE REWARDS ARE NOT APPLICABLE TO COUPONS, DISCOUNTED SPECIALS, AND BASIC MAINTENANCE. REWARDS CAN BE REDEEM ON FULL RETAIL REPAIRS OR SERVICES. SIGN UP TODAY AND START RECEIVING 5% REWARD POINTS ON EVERY DOLLAR YOU SPEND. ASK SERVICE ADVISORS FOR FURTHER DETAILS.				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	

B.A.R. REG # 042846
 E.P.A. # 027945862

Ken Grody



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Fullerton, CA		A/R Number:	Invoice Number
Phone (H):	Phone (W):	Customer Number: 386485	170773
Phone (C):	Phone Oth:	PQ Number:	Printed: MAR 11 13 4:16 PM
Year/Make/Model: 2010 Ford Fusion		Auth Number:	Copy # 2
VIN: 3FAHP0HG3 AR		Service Writer: 165	Date Opened: 02/26/13
License Number:	Color: Gray	Estimate Amount: \$	Date Notified: 03/11/13
Stock Number:	Mileage In: 29824	Terms & Conditions:	Date Delivered: 03/11/13
Tag Number: 7477	Mileage Out: 29825	Type of Sale: Retail	
		<i>Customer Signature</i>	

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
PERFORM MULTI POINT INSPECTIONS					
1 - Cause/Action to Take					
99P - MAINTENANCE					
1 - Correction/Action Taken					
PERFORMED MULTI POINT INSPECTION		122			0.00
<u>Sub Total Parts</u>					0.00
<u>SubTotal Job # 1</u>					0.00
2. Customer statement of problem					
Customer States that vehicle shutt off while driving please check and advise.. same problem has occurred as previous R.O.s.. please check and advise. see attached history ..					
1 - Correction/Action Taken					
no problem found at this time. service is now done.		122			0.00
<u>Sub Total Parts</u>					<u>Service Contract</u>
<u>SubTotal Job # 2</u>					<u>Service Contract</u>
3. Customer statement of problem					
Customer States that vehicle loss power while driving please .. please check and advise. ..					
1 - Correction/Action Taken					
ecc self test .. pin p oint test lack of power symptom , test fuel pump pressure .. ground 30 psi circuits pressure .. rest fuel pump circuits ok.. replaced faulty fuel pump assy .. repeat ecc self test ..road test .. service is now done at this time.		122			0.00
Part Number	Failed	Description			
AE5Z9H307L		SENDER AND PUMP ASY	1	1	
4L3Z9276AA		GASKET	1	1	
<u>Sub Total Parts</u>					<u>Warranty</u>

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Fullerton, CA		A/R Number:	Invoice Number
Phone (H):	Phone (W):	Customer Number: 386485	170773
Phone:	Phone Oth:	PO Number:	Printed: MAR 11 13 4:16 PM
Year/Make/Model: 2010 Ford Fusion		Auth Number:	Copy # 2
VIN: 3FAHP0HG3 AR		Service Writer: 185	Date Opened: 02/26/13
License Number:	Color: Gray	Estimate Amount: \$	Date Notified: 03/11/13
Stock Number:	Mileage In: 29824	Terms & Conditions:	Date Delivered: 03/11/13
Tag Number: 7477	Mileage Out: 29825	Type of Sale: Retail	
		Customer Signature	

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
SubTotal Job # 3					Warranty
4. Customer statement of problem					
Customer States when taking off from stop or light vehicle will take long to go into gear as normal.. delaying in gear engagement.. while shifting vehicle will have an erratic shifting.. please check and advise.					
1 - Correction/Action Taken					
road test for 7 miles and vehicle start to shift erratic long hshifting and slips into 3rd gear with no power necessary to take pressures readings and wot thtottle fail.. d= 190 psi stalls and vehicle shake .. no faulty codes in memory necessary to diagnosis by symptom necessary to diagnose by symptom necessary to remove trans and tear down found burnt o/d clutches and intermideate clutches were worn out at on side only the make a excessive clearance at the piston replace necessary clutches and replace all pistons and clean valve body control pressure regulators stuck cleaned and get it free flush cooler lines and clean solenoid body ... service is now done.					0.00
Part Number	Failed	Description			
BE5Z3B414B		JOINT AND STUB SHAFT ASY	1	1	
9L8Z7153B		KIT GASKET	1	1	
9L8Z7B164D		PLATE ASY - DRIVE	5	5	
9L8Z7B164B		PLATE CLUTCH INTERNAL SPLINE	4	4	
XT10QLVC		OIL AUTOMATIC TRANSMISSION	8	8	
TA29		SEALANT - SILICONE	1	1	
Sub Total Parts					Warranty
SubTotal Job # 4					Warranty
5. Customer statement of problem					
please fully check for any tsb..					
1 - Correction/Action Taken					
performed diag and service on line # 4					0.00

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Fullerton, CA [REDACTED] Phone (H): [REDACTED] Phone: [REDACTED] Phone (C): [REDACTED] Phone Oth: [REDACTED] Year/Make/Model: 2010 Ford Fusion VIN: 3FAHP0HG3AR [REDACTED] License Number: [REDACTED] Color: Gray Stock Number: [REDACTED] Mileage In: 29824 Tag Number: 7477 Mileage Out: 29825	A/R Number: Customer Number: 386485 PO Number: Auth Number: Service Writer: 165 Estimate Amount: \$ Terms & Conditions: Type of Sale: Retail Customer Signature	Invoice Number 170773 Printed: MAR 11 13 4:16 PM Copy # 2 Date Opened: 02/26/13 Date Notified: 03/11/13 Date Delivered: 03/11/13
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Description	Qty Ord	Qty Del	Price	Ext Total	Grand Total
<u>Sub Total Parts</u>					<u>Warranty</u>
SubTotal Job # 5					Warranty
6. Customer statement of problem					
TIRE PRESSURE					
TP -					
1 - Correction/Action Taken					
YOUR VEHICLE'S TIRE PRESSURE IS AS FOLLOWS					
	500				0.00
RF 35					
LF35					
RR35					
LR35					
<u>Sub Total Parts</u>					<u>Warranty</u>
SubTotal Job # 6					Warranty
7. Customer statement of problem					
Customer States P.O.# 216042					
1 - Correction/Action Taken					
rental on esp..					
	500				0.00
<u>Sub Total Parts</u>					<u>Warranty</u>
SubTotal Job # 7					Warranty
8. Customer statement of problem					
Customer States came in and advised that when she was turning vehicle turned off when accelerating ..					
1 - Correction/Action Taken					
no problem found concern with line # 4					
	500				0.00
<u>Sub Total Parts</u>					<u>Warranty</u>
SubTotal Job # 8					Warranty

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Fullerton, CA		A/R Number:	Invoice Number
Phone	Phone (W):	Customer Number: 386485	170773
Phone	Phone Oth:	PO Number:	Printed: MAR 11 13 4:16 PM
Year/Make/Model: 2010 Ford Fusion		Auth Number:	Copy # 2
VIN: 3FAHP0HG3 AR		Service Writer: 165	Date Opened: 02/26/13
License Number:	Color: Gray	Estimate Amount: \$	Date Notified: 03/11/13
Stock Number:	Mileage In: 29824	Terms & Conditions:	Date Delivered: 03/11/13
Tag Number: 7477	Mileage Out: 29825	Type of Sale: Retail	
		<i>Customer Signature</i>	

Description	Qty Ord	Qty Del	Price	Ext Total	Grand Total
9. Customer statement of problem					
FIRST OIL AND FILTER CHANGE PLUS HAZ WASTE FEES (6 QTS OF OIL)					
LOF6 -					
1 - Correction/Action Taken					
CHANGE ENGINE OIL & FILTER AND LUBE CHASSIS (PLUS HAZ WASTE FEE)		195			0.00
COMPLIMENTARY OIL CHANGE DUE TO PFVIOUS SERVICES..					
CUSTOMER SATISFACTION SERVICE ..					
Part Number	Failed	Description			
5W20		ENGINE OIL	6	6	
FL500S		FILTER ASY - OIL	1	1	
<u>Sub Total Parts</u>					<u>Internal Work</u>

OWNER ADVANTAGE REWARDS ARE NOT APPLICABLE TO COUPONS, DISCOUNTED SPECIALS, AND BASIC MAINTENANCE.
 REWARDS CAN BE REDEEM ON FULL RETAIL REPAIRS OR SERVICES.
 SIGN UP TODAY AND START RECEIVING 5% REWARD POINTS ON EVERY DOLLAR YOU SPEND.
 ASK SERVICE ADVISORS FOR FURTHER DETAILS.

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

B.A.R. REG # 042846
 E.P.A. # 027946862

AMOUNT DUE 0.00

List of RO Jobs for: Lori Or Sammy Rake 2010 Ford Fusion VIN = 3FAHP0HG3AR [REDACTED]

RO	Job	RO Date	Job Code	Tech	Dept	Miles	Writer	Concern
170773	1	02/26/13	99P	122	Se...	29825	165	PERFORM MULTI POINT INSPECTIONS
170773	2	02/26/13		122	Se...	29825	165	Customer States that vehicle shutt off while driving please chec...
170773	3	02/26/13		122	Se...	29825	165	Customer States that vehicle loss power while driving please ...
170773	4	02/26/13		131	Se...	29825	165	Customer States when taking off from stop or light vehicle will ta...
170773	5	02/26/13		131	Se...	29825	165	please fully check for any tsb..
170773	6	02/26/13	TP	500	Se...	29825	165	TIRE PRESSURE
170773	7	02/26/13		500	Se...	29825	165	Customer States P.O.# 216042
170773	8	02/26/13		500	Se...	29825	165	Customer States came in and advised that when she was turnin...
170773	9	02/26/13	LOF6	195	Se...	29825	165	FIRST OIL AND FILTER CHANGE PLUS HAZ WASTE FEES (...
153828	1	07/30/12	99P	171	Se...	24772	832	PERFORM MULTI POINT INSPECTIONS
153828	2	07/30/12		122	Se...	24772	832	Customer States VEHICLE STALLED OUT DRIVING. . JUST...
153828	3	07/30/12		171	Se...	24772	832	QCM 37.5k
153828	4	07/30/12		171	Se...	24772	832	Customer States TPSEL IS ON - CHECK AND ADVISE
153828	5	07/30/12	TP		Se...	24772	832	TIRE PRESSURE
149207	1	06/01/12	Q99P	172	Se...	23426	165	PERFORM MULTI POINT INSPECTION
149207	2	06/01/12		172	Se...	23426	165	Customer States that she has to keep jump starting vehicle most...
149207	3	06/01/12		172	Se...	23426	165	Customer States that low tire pressure light is on. please check...
149207	4	06/01/12	TP	172	Se...	23426	165	TIRE PRESSURE
141883	1	02/23/12	99P	853	Se...	19584	169	PERFORM MULTI POINT INSPECTIONS
141883	2	02/23/12		853	Se...	19584	169	Customer States PERFORM 20000 MILES SERVICE RESET O...
141883	3	02/23/12	TP	853	Se...	19584	169	TIRE PRESSURE
138485	1	01/09/12	99P	123	Se...	17951	161	PERFORM MULTI POINT INSPECTIONS
138485	2	01/09/12		123	Se...	17951	161	VEHICLE STALLED WHILE DRIVING. RPM WAS FLUCTUAT...
138485	3	01/09/12		500	Se...	17951	161	RENTAL CAR
138485	4	01/09/12	TP	123	Se...	17951	161	TIRE PRESSURE
125508	1	07/08/11	99P	171	Se...	11926	832	PREFORM MULTI POINT SAFETY INSPECTION
125508	2	07/08/11		171	Se...	11926	832	QCM 15k prem maint service
125508	3	07/08/11	TP	171	Se...	11926	832	TIRE PRESSURE
113287	1	01/14/11	99P	171	Se...	8299	169	PERFORM MULTI POINT INSPECTIONS
113287	2	01/14/11		171	Se...	8299	169	qcm 15k service.
103366	1	08/13/10	99P	190	Se...	4415	165	PERFORM MULTI POINT INSPECTIONS
103366	2	08/13/10		190	Se...	4415	165	raplace tail lence assembly. parts arrived . brandon talked to cu...
103099	1	08/10/10	99P		Se...	4343	832	PERFORM MULTI POINT INSPECTIONS
103099	2	08/10/10		117	Se...	4343	832	QCM 7.5k
103099	3	08/10/10		131	Se...	4343	832	recall - 10B15



Case Print Report

Case Number CAS-2756429-G0B3N8

Case Opened Date 7/1/2013 1:45 PM

Case Closed Date 7/1/2013

Case Status Resolved

Case Last Modified 7/1/2013 1:48 PM

Responsible Team Tier 1 Inbound

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

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT

JUL 02 2013

OFFICE OF THE
GENERAL COUNSEL

Customer Name [REDACTED]

Customer Number [REDACTED]

[REDACTED]
LONSDALE

AR [REDACTED]

Email [REDACTED]

Dealer Riser Ford Lincoln

VIN 3FAHP0HG6AR [REDACTED]

Year 2010

Make FORD

Model FUSION

Body Style P0H - SE 4-DR SEDAN

Symptom

Level 1 Start/Run/Move

Level 2 Moving

Level 3 No Movement

Level 4 OTHER

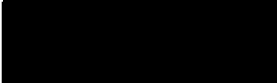
Case Print Report

Case Number CAS-2756429-G0B3N8

Agent Name	Note Last Modified
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Aja Brewer 7/1/2013 1:45 PM

1. Were any injuries sustained?
- Please provide the first and last name of all injured parties.



2. What are you seeking from Ford Motor Company?
--she would like the car to be repaired

b) If the answer is nothing and injuries were sustained, an OGC legal case is required

3. What was the date of the accident?
--06/28/2013

4. What product defect is alleged to have caused the accident?
--throttle body

5. What is the City and State where the accident occurred?
--Lonsdale, Ar

6. Was a police report filed?
n/a

7. If a police report was filed, what were the findings?
n/a

8. What is the police report number and in what city and county was the report filed?

9. Has the customer filed a claim with their Insurance Company?
not waiting on acquiring an attorney

10. If a claim has been filed with the insurance company, what is the status of the claim?

11. Is the vehicle repairable?
yes. dealer states the car will need a new throttle

12. What is the name and address of customer's attorney?
--will not speak about attorney yet

13. What mailing address would you like our Office of General Council to send your written response to?

--272 HIDDEN HILLS
LONSDALE, AR
72087

CUST SAYS;



72087
-the car would jerk very badly
-the car has the check engine light on

Case Print Report

Case Number CAS-2756429-G0B3N8

- shoulder was injured during the car jerking
- child was in the vehicle with her
- 10 day back order on the throttle body
- would like car fixed

VIN/MILEAGE/LTV:

3FAHP0HG6AR [REDACTED]

79000

n/s

DEALER;

Riser Ford Lincoln

4201 Central Avenue

Hot Springs, AR 71913

(888) 547-3820

SYMPTOMS;

-jerking

-died on the road

-check engine light

CRC ADVISED;

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.

cust verified address;

--272 HIDDEN HILLS

LONSDALE, AR

72087