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

PE13-003

FORD

10/14/2013

APPENDIX F

Escape- Lawsuit and Claims Files

[redacted]

SC

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

WILLIAM H. NICHOLSON III, ESQ.
LICENSED IN SOUTH CAROLINA
EXTENSION: 1053
E-MAIL: BILLY@LEMONLAWINFO.COM

109 WEST COURT AVENUE
GREENWOOD, SOUTH CAROLINA 29646

CORPORATE OFFICE:
2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-216-0365

PLEASE DIRECT ALL CORRESPONDENCE TO CORPORATE OFFICE

August 6, 2012

RECEIVED

Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

RE: [redacted] v. Ford Motor Company
NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client:	[redacted]
Vehicle:	2011 Mercury Mariner
VIN:	4M2CN8B71BK[redacted]
Date of purchase:	11/09/10
Our File No.:	SC12-10110

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
AUG 14 2012
OFFICE OF THE
GENERAL COUNSEL

1. **Engine;**
2. **Electrical;**
3. **Stalling;**
4. **Transmission.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

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

Sincerely,

William H. Nicholson III, Esq.
Attorney at Law

CC: [redacted]

BUYER'S PURCHASE ORDER

O. C. Welch Ford Lincoln Mercury, Inc.

4920 Independence Blvd., Hardeeville, SC 29927
www.goseeocford.com
843-288-0100

DEALER PRICE DOES NOT CONSTITUTE THE TIME PRICE

Salesman (1) JOHN C MILLER # 896 (2) _____ #
Date 11/09/2010 STK# T01847
[redacted]
Address
Email
City BLUFFTON ST SC County BEAUFO Zip [redacted]
Home # [redacted]

THE INFORMATION YOU SEE ON THE WINDOW FORM, FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION IN THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALES.

Prospect # 870996

☐ Car ☒ Truck Miledge 16

Year	Make	Model	Model No.
2011	MERCURY	MARINER	FWD

Color	Serial #
RED	4M2CN8B71BK[redacted]

Engine 4CY At XXX PS
PB Vinyl Top
Cruise AM/FM
AM/FM Tape Leather Interior
PW P/Seats Air
Moon Roof Sports Wheels
Other

Trade-in Year 2002 Make JEEP Model G CHEROKEE
I.D. No. # 1J4GW48S72[redacted] Miles 157513
INS# [redacted]
*
**

Quoted by:
Good Till: Ver. by:

Car		24,120.00
Accessories/Options		N/A
Trade Allowance or Discount		1,500.00
Trade Difference/ or Selling Price		22,620.00
Sales Tax on Difference	6.00 %	300.00
Administrative Service Fee		399.00
Tag & Title		25.00
Total Price		23,344.00
Receipt No.	Rebate 1*	500.00
Receipt No.	Rebate 2	1,500.00
Receipt No.	Deposit	N/A
Receipt No.	Cash on Delivery	N/A
	TOTAL DOWN	2,000.00
Unpaid Balance		21,344.00
Ford Extended Warranty		1,796.00
Pay Off on Trade-In		N/A
	Unpaid Balance Due	23,140.00

Lien Holder JPMORGAN CHASE BANK, NA
PO BOX 901098
FT WORTH TX 76101-2098

DISCLAIMER OF WARRANTIES

The seller, O. C. Welch Ford Lincoln Mercury, Inc., hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and O. C. Welch Ford Lincoln Mercury, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with this sale. The Purchaser of the vehicle described herein understands that it may have suffered damage during production, transit or while in the control and possession of the Seller. There are no warranties of MERCHANTABILITY OR FITNESS being made by the Seller to the Purchaser as to repairs of such damage.

Any used motor vehicle sold to Purchaser by Dealer under this Order is sold at the time of delivery by Dealer without any guarantee or warranty, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Order or in a separate writing furnished to Purchaser by Dealer.

Comments or Exceptions: GEICO GEICO
* Program # 1 GEICO CENTER MACON GA 31201
** Program # (800) 841-3000 4003254887 01/17/2011
DOB [redacted] SSN [redacted]

This vehicle Retail Buyer's Order is an OFFER BY ME to purchase the vehicle described herein on the terms and conditions as specified. There are no representations or verbal agreements except those which appear on the face of this Buyer's Order. UPON ACCEPTANCE OF MY OFFER by the Sales Manager or other authorized representative of O.C. Welch Ford Lincoln Mercury, Inc. including all the terms and conditions on the face hereof, this document shall be a BINDING AND ENFORCEABLE CON[redacted]

Purchaser's Signature [redacted] 11/09/2010 ACCEPTED BY

#102 Rev. 6-15-10

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE

Dealer Number _____ Contract Number _____

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[redacted] BLUFFTON SC [redacted] BEAUFORT		O.C. WELCH FORD LINCOLN M 4920 INDEPENDENCE BLVD HARDEEVILLE SC 29927 JASPER

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2011	MERCURY MARINER	4M2CN8B71BK[redacted]	Personal, family, or household unless otherwise indicated below ☐ business ☐ agricultural ☐ _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 3,500.00 is
19.99 %	$ 17,173.80	$ 23,735.00	$ 40,888.80	$ 44,388.80

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	567.90	Monthly beginning DECEMBER 9, 2010

Or As Follows:

Late Charge. If a payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late, with a minimum charge of $6.80. The charge will not exceed $17.00 if you bought the vehicle primarily for personal, family, or household use. We may charge the maximum and minimum late charge dollar amounts as allowed by S.C. Code Ann. 37-1-109 of the South Carolina Consumer Protection Code.
Prepayment. If you pay off all your debt early, you will not have to pay a penalty.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including $ 800.00 sales tax) $ 23,420.00 (1)

2 Total Downpayment =

Trade-in 2002 JEEP CHEROKEE
(Year) (Make) (Model)

Gross Trade-In Allowance	$ 1,500.00
Less Pay Off Made By Seller	$ N/A
Equals Net Trade In	$ 1,500.00
+ Cash	$ N/A
+ Other REBATE	$ 2,000.00
(If total downpayment is negative, enter "0" and see 4I below)	$ 3,500.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) $ 19,920.00 (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.		
Life	$ N/A	
Disability	$ N/A	$ N/A
B Vendor's Single Interest Insurance Paid to Insurance Company		$ N/A
C Other Optional Insurance Paid to Insurance Company or Companies		$ N/A
D Optional Gap Contract		$ 575.00
E Official Fees Paid to Government Agencies		

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest insurance is required is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:
Credit Life $ N/A
Credit Disability $ N/A
Insurance Company Name _____
Home Office Address _____

CONSUMER CREDIT INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ _____ N/A
Type of Insurance Term
Premium $ N/A
Insurance Company Name _____
Home Office Address _____

☐ _____
Type of Insurance Term
Premium $ _____
Insurance Company Name _____

... as amended by S.C. Code Ann. 37-1-109 of the South Carolina Consumer Protection Code.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including $ [illegible] sales tax) $ 24,420.00 (1)

2 Total Downpayment =

Trade-in [illegible] (Year) (Make) CHEROKEE (Model)

Gross Trade-In Allowance	$ 1,500.00
Less Pay Off Made By Seller	$ N/A
Equals Net Trade In	$ 1,500.00
+ Cash	$ N/A
+ Other REBATE	$ 2,000.00
(If total downpayment is negative, enter "0" and see 4I below)	$ 3,500.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) $ 20,920.00 (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.		
Life	$ N/A	
Disability	$ N/A	$ N/A
B Vendor's Single Interest Insurance Paid to Insurance Company		$ N/A
C Other Optional Insurance Paid to Insurance Company or Companies		$ N/A
D Optional Gap Contract		$ 575.00
E Official Fees Paid to Government Agencies		
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
F Government Taxes Not Included in Cash Price		$ N/A
G Government License and/or Registration Fees		$ [illegible]
H Government Certificate of Title Fees		$ N/A
I Other Charges (Seller must identify who is paid and describe purpose)		
to	for Prior Credit or Lease Balance	$ N/A
to [illegible]	for [illegible] FEE	$ 399.00
to [illegible]	for SERVICE CONT.	$ 1,796.00
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf		$ 2,795.00 (4)

5 Amount Financed (3 + 4) $ [illegible] 715.00 (5)

OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLES YOU SIGN AND AGREE TO PAY THE ADDITIONAL COS Your decision to buy or not buy credit life insurance and crec disability insurance will not be a factor in the credit approv process. If you choose this insurance, the cost is shown in Iter 4A of the Itemization of Amount Financed. Credit life insuranc is based on your original payment schedule. This insuranc may not pay all you owe on this contract if you make lat payments. Credit disability insurance does not cover an increase in your payment or in the number of payments. Cov erage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ _____ N/A
Type of Insurance Term

Premium $ N/A

Insurance Company Name _____

Home Office Address _____

☐ _____
Type of Insurance Term

Premium $ _____

Insurance Company Name _____

Home Office Address _____

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the optional credit insurance and other insurance checked above.

X _____ _____
Buyer Signature Date

X _____ _____
Co-Buyer Signature Date

☐ **IF CHECKED, THE TERM OF OPTIONAL CREDIT INSURANCE IS LESS THAN THE TERM OF THIS CONTRACT, AS DESCRIBED ABOVE.**

X _____ [illegible]
Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE.

Returned Check Charge: You agree to pay a charge of $30.00 if any check you give us is dishonored.

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

☐ If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use.
If a payment is not received in full within _____ days after it is due, you will pay a late charge of $ N/A or _____ % of the part of the payment that is late, whichever is less.
If this box is not checked, the late charge in the "Federal Truth-In-Lending Disclosures" still applies.

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI is obtained.** If you elect to purchase VSI insurance through the Creditor, **the cost of this insurance is $** N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain ...

		$
H Government Certificate of Title Fees		$
I Other Charges (Seller must identify who is paid and describe purpose)		
to	for Prior Credit or Lease Balance	$ N/A
to [illegible]	for [illegible] FEE	$ [illegible]
to [illegible]	for SERVICE CONT.	$ [illegible]
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf		$ [illegible] (4)
5 Amount Financed (3 + 4)		$ [illegible] (5)

I want the optional credit insurance and other insurance checked above.

X _____ Buyer Signature _____ Date

X _____ Co-Buyer Signature _____ Date

☐ **IF CHECKED, THE TERM OF OPTIONAL CREDIT INSURANCE IS LESS THAN THE TERM OF THIS CONTRACT, AS DESCRIBED ABOVE.**

X _____ Buyer Signature _____ Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE.

Returned Check Charge: You agree to pay a charge of $30.00 if any check you give us is dishonored.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before _____. Year _____. SELLER'S INITIALS _____

☐ If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use.
If a payment is not received in full within _____ days after it is due, you will pay a late charge of $ N/A or _____ % of the part of the payment that is late, whichever is less.
If this box is not checked, the late charge in the "Federal Truth-in-Lending Disclosures" still applies.

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI is obtained.** If you elect to purchase VSI insurance through the Creditor, **the cost of this insurance is $** N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Mos. FORD MOTOR CREDIT
Name of Gap Contract

I want to buy a ga[redacted]

Buyer Signs X [redacted]

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

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.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X [redacted] Co-Buyer Signs X _____
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
See back for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

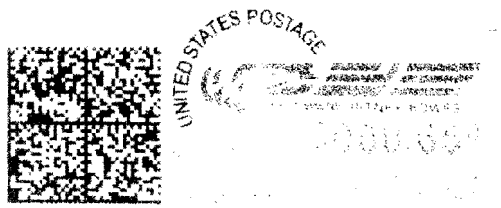
Buyer Signs [redacted] Date 11/09/2010 Co-Buyer Signs X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Address _____
Seller signs _____ Date 11/09/2010 By X _____ Title _____

Seller assigns its interest in this contract to JPMORGAN CHASE BANK, NA (Assignee) under the terms of Seller's agreement(s) with Assignee

Alex Simanovsky & Associates, LLC
2300 Henderson Mill Road, Suite 300
Atlanta, GA 30345



Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

48126-4273

The Ford Place.
J.C. Lewis Ford
SINCE 1912

9105 Abercorn Expressway
P.O. Box 60759
Savannah, GA 31420
(912) 925-2678
Fax: (912) 921-1869
www.jclewisford.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 2:00 p.m.-Saturday

R/O Open Date	R/O Number
11/06/12	6100696/1
R/O Close Date	Status
11/17/12	Pre-Invoice
Mileage In	Mileage Out
59479	59479
Service Advisor / Tag #	
Celes Herndon/695B	

[redacted]
BLUFFTON, SC [redacted]

Work Phone	Vehicle Identification Number
	4M2CN8B71BK[redacted]
Home Phone	Delivery Date / In-Service Date
[redacted]	

Year	Make	Model	Body	Color	License Number
2011	MERCURY	MARINER	FWD 4DR		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - 16FOZDIAG: INSP AUTO TRANS.	
CUSTOMER STATES TRANS IS SLIPPING .	
Caused by	
7000	
Corrected by 000F: (42)	
Work performed by bruce burgstiner (892)	Warranty
Corrected by 000F45:	
Work performed by bruce burgstiner (892)	Warranty
Corrected by 000A:	
Work performed by bruce burgstiner (892)	Warranty
Corrected by 000AZB:	
Work performed by bruce burgstiner (892)	Warranty
Corrected by 000AZJ:	
Work performed by bruce burgstiner (892)	Warranty
Installed BLIZ 7000 G :AUTOMATIC TRANSMISSION ASY Qty: 1	Warranty
Installed XT 10 QLVC :OIL - AUTOMATIC TRANSMISSION Qty: 5	Warranty
#2 - 11FOZDIAG: DRIVEABLITY DIAG.	
CUSTOMER STATES HAS ROUGH IDLE ESPECIALLY WHEN PUTS IN DRIVE SHAKES REAL BAD .	
Caused by	
9C915	
Corrected by 2650D: (42)	
Work performed by bruce burgstiner (892)	Warranty
Corrected by 2650DX1:	
Work performed by bruce burgstiner (892)	Warranty
Corrected by 650D45:	
Work performed by bruce burgstiner (892)	Warranty
Corrected by 650D80:	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2003 ARKONA, Inc. - Dealership Application Group (800)446-1[illegible]

The Ford Place.
J.C. Lewis Ford
SINCE 1912

9[illegible]05 Abercorn Expressway
P.O. Box 60759
Savannah, GA 31420
(912) 925-2678
Fax: (912) 921-1869
www.jclewisford.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 2:00 p.m.-Saturday

R/O Open Date	R/O Number
11/06/12	6100696/1
R/O Close Date	**Status**
11/17/12	Pre-Invoice
Mileage In	**Mileage Out**
59479	59479
Service Advisor / Tag #	
Celes Herndon/695B	

[redacted]
BLUFFTON, SC [redacted]

Work Phone	Vehicle Identification Number	
	4M2CN8B71BK[redacted]	
Home Phone	**Delivery Date**	**In-Service Date**
[redacted]		

Year	Make	Model	Body	Color	License Number
2011	MERCURY	MARINER	FWD 4DR		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - 16FOZDIAG: INSP AUTO TRANS.	
CUSTOMER STATES TRANS IS SLIPPING .	
Caused by	
7000	
Corrected by7000F: (42)	
Work performed by bruce burgstiner (892)	Warranty
Corrected by7000F45:	
Work performed by bruce burgstiner (892)	Warranty
Corrected by7000A:	
Work performed by bruce burgstiner (892)	Warranty
Corrected by7000AZB:	
Work performed by bruce burgstiner (892)	Warranty
Corrected by7000AZJ:	
Work performed by bruce burgstiner (892)	Warranty
Installed BL8Z 7000 G :AUTOMATIC TRANSMISSION ASY Qty: 1	Warranty
Installed XT 10 QLVC :OIL - AUTOMATIC TRANSMISSION Qty: 5	Warranty
#2 - 11FOZDIAG: DRIVEABLITY DIAG.	
CUSTOMER STATES HAS ROUGH IDLE ESPECIALLY WHEN PUT	
S IN DRIVE SHAKES REAL BAD .	
Caused by	
9C915	
Corrected by12650D: (42)	
Work performed by bruce burgstiner (892)	Warranty
Corrected by12650DX1:	
Work performed by bruce burgstiner (892)	Warranty
Corrected by1650D45:	
Work performed by bruce burgstiner (892)	Warranty
Corrected by1650D80:	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2003 ARKONA, Inc. - Dealership Application Group (800)945-10[illegible]

The Ford Place.
J.C. Lewis Ford
SINCE 1912

9501 Abercorn Expressway
P.O. Box 60759
Savannah, GA 31420
(912) 925-2678
Fax: (912) 921-1859
www.jclewisford.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 2:00 p.m.-Saturday

R/O Open Date	R/O Number
11/06/12	6100696/2
R/O Close Date	**Status**
11/17/12	Pre-Invoice
Mileage In	**Mileage Out**
59479	59479
Service Advisor / Tag #	
Celes Herndon/695B	

[redacted]
BLUFFTON, SC [redacted]

Work Phone	Vehicle Identification Number
	4M2CN8B71BK[redacted]
Home Phone	**Delivery Date** / **In-Service Date**
[redacted]	

Year	Make	Model	Body	Color	License Number
2011	MERCURY	MARINER	FWD 4DR		

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
Work performed by bruce burgstiner (892)		Warranty
Corrected by12650D81:		
Work performed by bruce burgstiner (892)		Warranty
Corrected by12650D22:		
Work performed by bruce burgstiner (892)		Warranty
Installed 9U5Z 9C915 H :VALVE ASY	Qty: 1	Warranty
VERFIED CONCERN RAN EEC DIAG AND PIN POINT TESTS C HECKED FOR CODES, P0171 KOEO CONTINOUS MEMORY, P0 171 KEOR CONTINOUS MEMORY. MONITORED PIDS, TEST DR OVE MONITORING PIDS FOUND PURGE VALVE STICKING OPE N INTERMITTENLY RAN EVAP LEAK TEST PASSED REPLACED EVAP PURGE VALVE. RAN FINAL QUICK TESTS TEST DROV E AND VERFIED REPAIR		
#3 - 09FOZ1: LIGHT MECH REPAIRS		
CUSTOMER STATES EXHAUST SMELLS LIKE ROTTEN EGGS ,A DVISE .		
Installed 5L8Z 3A331 BA :BOOT	Qty: 1	Warranty
OTHER TECH TO LOOK AT		
#4 - 09FOZ1: LIGHT MECH REPAIRS		
CUSTOMER STATES HAS A LEAK IN RT REAR TIRE TIRE LI GHT IS ON .ADVISE		
NEEDS TIRE PATCH AND BALANCE		
CUSTOMER DECLINED AT THIS TIME		
Sub Total: .00		
#5 - 99FOZ: QCM VEH INSPECTION		
VEH INSPECTION.		

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2002 ARKONA, Inc. - Dealership Application Group (800)840-[illegible]

PL13-0034 0000013LC

The Ford Place.
J.C. Lewis Ford
SINCE 1912

9509 Abercorn Expressway
P.O. Box 60759
Savannah, GA 31420
(912) 925-2678
Fax (912) 921-1869
www.jclewisford.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 2:00 p.m.-Saturday

R/O Open Date	R/O Number
11/06/12	6100696/3
R/O Close Date	**Status**
11/17/12	Pre-Invoice
Mileage In	**Mileage Out**
59479	59479
Service Advisor / Tag #	
Celes Herndon/695B	
Vehicle Identification Number	
4M2CN8B71BK[redacted]	
Delivery Date	**In-Service Date**
Color	**License Number**

[redacted]
BLUFFTON, SC [redacted]

Work Phone	Home Phone
	[redacted]

Year	Make	Model	Body
2011	MERCURY	MARINER	FWD 4DR

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
Sub Total: .00		
#6 - 09FOZ: RENTAL ASSISTANCE		
RENTAL ASSISTANCE		
Work performed by 20074 : D127758	Labor::	Warranty
Work performed by 20074 :	Parts:	Warranty
#7 * 02FOZMAINT: BRAKE MAINTENCE		
FRONT PADS AND TURN ROTORS		100.00
Work performed by bruce burgstiner (892)		
Installed AL8Z 2001 A :KIT - BRAKE LINING	1@59.95	59.95
REPLACED FRONT PADS / TURNED ROTORS.		
Sub Total: 159.95		
#8 * 99FOZGTIRE: TIRES CHECKED, THEY ARE IN GOOD CONDITION, GREEN STATUS.		
Sub Total: .00		
#9 * 99FOZGBK: BRAKES CHECKED, MORE THAN 50% BRAKE LIFE LEFT, STATUS GREEN.		
Sub Total: .00		
#10 *99FOZGBATT: BATTERY CHECKED AND IS IN GOOD CONDITION.		
Sub Total: .00		

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	100.00
PARTS	59.95
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	15.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	5.25
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	180.20

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

Reynolds and Reynolds, Inc. - Dealerships Application Group (800)846-1028

VEHICLE REPORT CARD [redacted]

FORD SERVICE

[redacted] MULTI-POINT INSPECTION AS RECOMMENDED BY FORD MOTOR COMPANY [redacted]

Date: _____ RO/Tag #: _____

Name: [redacted]

Email: [redacted]

Year/Make/Model: 1010 Ford Ag 151. Cab

VIN #: 4M 2CN 8B71B [redacted] Plate #: Bl [redacted]

Odometer: 59479. Inspect. Month: [redacted]

Owner Advantage Rewards® #: _____ Service Balance: _____

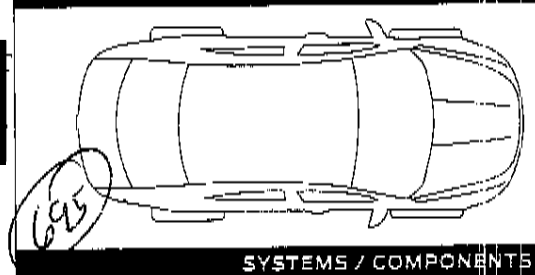
Ford Extended Service Plan: ☐ YES ☐ NO

SYNC® VHR Activation: ☐ YES ☐ NO ☐ N/A

LEGEND ⌀ May contribute to vehicle efficiency and promote a greener environment

■ Checked and OK at this time ☐ May require future attention ■ Requires immediate attention

EXTERIOR BODY



Note any existing exterior body damage or defects on diagram

SCHEDULED MAINTENANCE ITEMS*

DUE	SERVICED	DUE	SERVICED
☐ THE WORKS FULL SAVER PACKAGE	☐	☐ Engine Air Filter ⌀	☐
☐ Oil Change & Filter ⌀	☐	☐ Engine Coolant	☐
☐ Tire Rotation ⌀	☐	☐ Transmission Fluid &/or Filter	☐
☐ Multi-Point Inspection	☐	☐ Cabin Air Filter ⌀	☐
☐ Fuel Filter	☐	☐ Spark Plugs ⌀	☐
☐ _____ K Scheduled Maintenance			☐

*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owner's Manual or visit FordOwner.com for vehicle-specific maintenance requirements.

FLUID LEVELS

	SERVICED
■ ■ Oil and/or fluid leaks	☐

OK	FILL		OK	FILL		OK	FILL	
☐	☐	Engine Oil	☐	☐	Power Steering	☐	☐	Transmission (if equipped with dipstick)
☐	☐	Brake Reservoir	☐	☐	Window Washer	☐	☐	Coolant Recovery Reservoir

WIPER BLADES

	SERVICED
☐ Wiper Test Performed ■ ■ Wiper Blades	☐

BATTERY

	SERVICED
	☐

State of Health: 0% ■ 100%

Battery Condition: ■ ☐ ■

Factory spec cold cranking amps _____ Actual cold cranking amps _____

SYSTEMS / COMPONENTS

LIGHTS / WINDSHIELD	SERVICED
■ ■ Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps	☐
■ ■ Windshield for cracks, chips and pitting	☐
BELTS / HOSES / MOUNTS	**SERVICED**
■ ☐ ■ HVAC system and hoses / lines for leaks and/or damage	☐
■ ☐ ■ Engine Cooling System, radiator, hoses and clamps	☐
■ ☐ ■ Accessory drive belt(s)	☐
BRAKE SYSTEM	**SERVICED**
■ ☐ ■ Brake system (including lines, hoses, and parking brake) ⌀	☐
STEERING / SUSPENSION	**SERVICED**
■ ☐ ■ Shocks / struts and other suspension components for leaks and/or damage	☐
■ ☐ ■ Steering, steering linkages and ball joints (visual)	☐
EXHAUST SYSTEM	**SERVICED**
■ ☐ ■ Exhaust system and heat shield (leaks, damage, loose parts) ⌀	☐
TRANSMISSION / DRIVE AXLE	**SERVICED**
■ ☐ ■ Clutch operation (if equipped)	☐
■ ☐ ■ Constant velocity (CV) drive axle boots (if equipped)	☐
■ ☐ ■ Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)	☐

TIRE / BRAKE WEAR

TIRE TREAD / BRAKE LINING	7/32" and greater / Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)	4/32" to 6/32" / 3 to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm (Drum) or 2/32" to 3/32"	3/32" and less / Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)

TIRE WEAR INDICATES	SERVICED
☐ Alignment check needed	☐
☐ Wheel balance needed	☐

☐ Brake measurements not taken this service visit

LEFT FRONT ⌀	SERVICED
■ ☐ ■ Tire Tread Depth 0 /32" Tire Age ____	☐
■ ☐ ■ Tire Wear Pattern / Damage	☐
■ ☐ ■ Tire Pressure set to factory-recommended PSI	☐
■ ☐ ■ Brake Lining 2 mm ____/32"	☐

RIGHT FRONT ⌀	SERVICED
■ ☐ ■ Tire Tread Depth 0 /32" Tire Age ____	☐
■ ☐ ■ Tire Wear Pattern / Damage	☐
■ ☐ ■ Tire Pressure set to factory-recommended PSI	☐
■ ☐ ■ Brake Lining 2 mm ____/32"	☐

LEFT REAR ⌀	SERVICED
■ ☐ ■ Tire Tread Depth 0 /32" Tire Age ____	☐
■ ☐ ■ Tire Wear Pattern / Damage	☐
■ ☐ ■ Tire Pressure set to factory-recommended PSI	☐
■ ☐ ■ Brake Lining 3 mm ____/32"	☐

RIGHT REAR ⌀	SERVICED
■ ☐ ■ Tire Tread Depth 0 /32" Tire Age ____	☐
■ ☐ ■ Tire Wear Pattern / Damage	☐
■ ☐ ■ Tire Pressure set to factory-recommended PSI	☐
■ ☐ ■ Brake Lining 3 mm ____/32"	☐

SPARE TIRE ⌀	SERVICED
■ ☐ ■ Tire Pressure set Tire Age ____	☐

Comments:

TRANS Slipping

Rough Idle

Tw Drive Shakes

Real Bad

Smell Rotten Egg Odor.

FordOwner.com
One site for all your vehicle needs

Advisor: [redacted]

Customer Signature: [redacted]

Ford Motor Company

VEHICLE INSPECTION REPORT

Date of Inspection: 9/20/2012 **Inspection by: Stuart Sonnen**

Customer Name: [redacted]

VIN # 4M2CN8B71BK[redacted]

Vehicle Year/Model: 2011 Mariner 4X2 Luxury

Current Mileage: 55,532

Dealership: O. C. Welch Ford

City & State: Hardeeville S. C.

1. **Customer's Concerns: Engine, Transmission, and warning lights come on.**

2. Inspection/Test Performed/Results:

Road test and inspection time 3.5 hours and 51 miles. Photos [redacted] 1, 2 and 3 are the vehicle in general there are no non-Ford devices connected to the vehicles systems. No concern codes occurred during the inspection and road test. There are is a safety concern because of the worn out tires and a very large gouge out of the right rear tire, see photo [redacted] 4. Air filter is dirty and should be replaced see photo [redacted] 5. The engine oil is OK but about 1,500 miles over the recommend change period see [redacted] photos 6, 9, and 15. Transmission fluid is black and burned note black color of transmission fluid dip stick see photo [redacted] 7; this indicates transmission repair is necessary. Right passenger 'kick panel' was not connected this was snapped it back in place see photo [redacted] 8. The tire low air pressure warring came on during the road test see photo [redacted] 9; tire pressures were corrected. Note, the tires were previously rotated without recalibration note photo [redacted] 15 non-Ford service center.
Engine and transmission testing there are no concern codes in memory see photo [redacted] 10 all pass. There are no concern codes with key on engine off test see photo [redacted] 11. There are no concern codes with key on engine running test see photo [redacted] 12. There no cylinders skipping or missing see photo Anderson 13 cylinder balance test. Cranking compression test all green, good see photo [redacted] 14. Only one warring light illuminated during the road test and it was the tire pressure warring see photo Anderson 9.

3. Repairs Performed: (Per concern)

None, [redacted] told me she wants the vehicle replaced and no more repairs. I advised the warranty probably will handle the costs of the repair.

4. Conclusion:

The vehicle is normal, but for the needed transmission repair.

Name: Stuart Sonnen

Title: Field Service Engineer

Region: Atlanta

PE13-003.4 000016LC

Select Option

All CMDTCs

Pass - ABS

Pass - ACM

Pass - APM

Pass - FCM

Pass - FDM

Pass - GEM / SJB

Pass - GPSM

Pass - HVAC

Pass - IC

Pass - QCSM

Pass - PCM

Pass - PSCM

Pass - RCM

Select item for more informat

Select Option

Engine KOEO ODDTCs

Pass - PCM

Engine KOEO CMDTCs

Pass - PCM

Select item for more in

PE13-003.4 000018LC

Select Option

Engine KOER ODDTCs

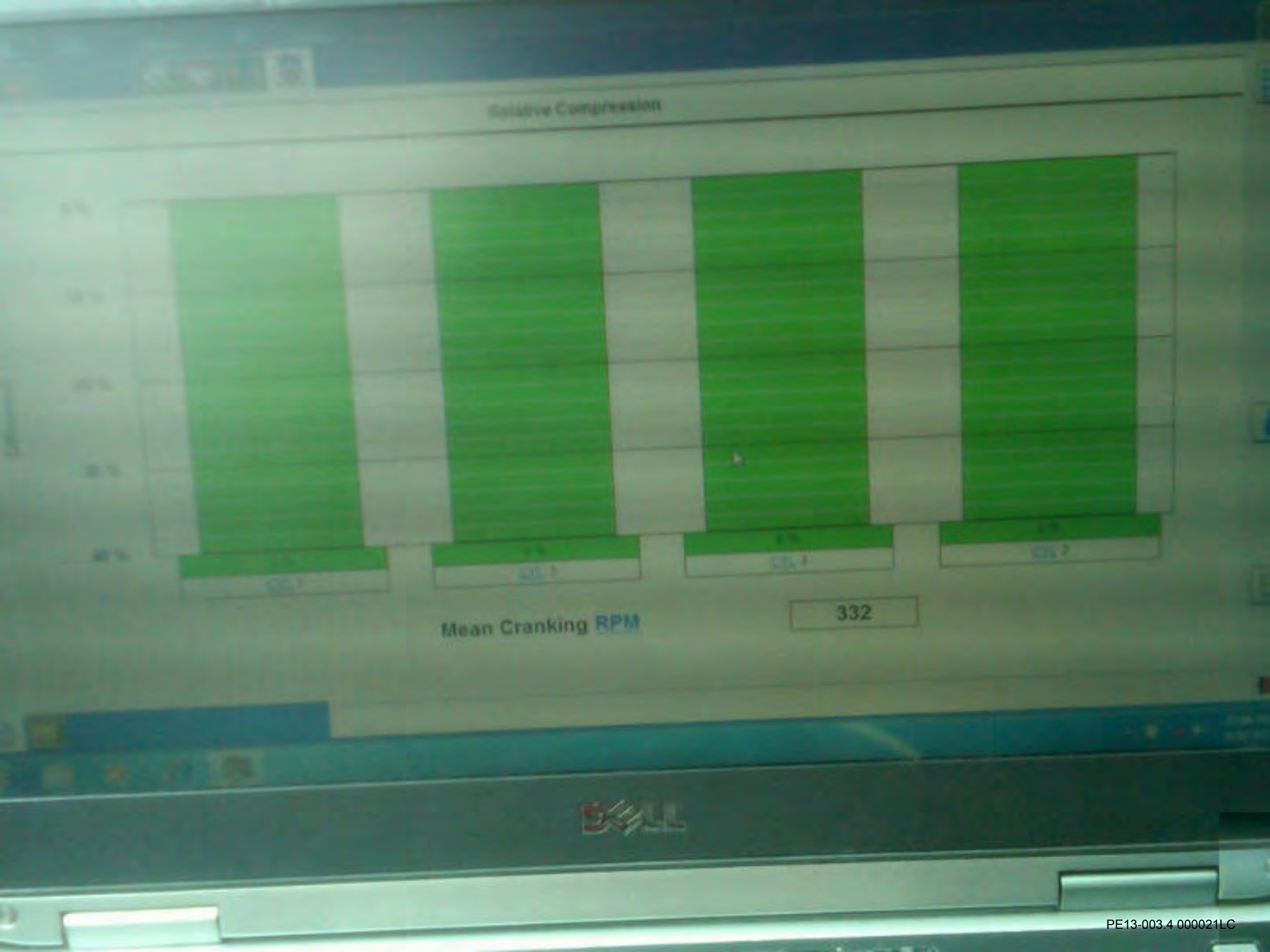
Pass - PCM

Engine KOER CMDTCs

Pass - PCM

Select item for m

PE13-003.4 000020LC


Relative Compression
Mean Cranking RPM
332

Mileage: 53,904
Date: 09/24/2012
FNY927-SC
Valv Synth 5w20
[redacted]
ng Island Rd.
SC 29910
843-815-4666
Island
CAR WASH

PE13-003.4 000023LC

PE13-003.4 000024LC

PE13-003.4 000025LC

PE13-003.4 000026LC

PE13-003.4 000027LC

ADD ICHECK HOT!
DO NOT ADD

PE13-003.4 000030LC

[redacted]

02/22/13 2:30

SUM-100

SUMMONS
(CITACION JUDICIAL)

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FEB 21 2013

John A. Clarke, Executive Officer/Clerk
BY Cristina Grijalva, Deputy
Cristina Grijalva

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

FORD MOTOR COMPANY; and DOES 1 through 50, Inclusive

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

GREGORY BEERS

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

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

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles Superior Court - Central
111 N. Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):
BC501509

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jessica Anvar: 12304 Santa Monica Blvd., Ste 221, Los Angeles, CA 90025; Tel: (310) 442-1410

DATE: *(Fecha)* John A. Clarke Clerk, by *(Secretario)* CRISTINA GRIJALVA, Deputy *(Adjunto)*

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

[SEAL]

FEB 21 2013

NOTICE TO THE PERSON SERVED: You are served
1. [ ] as an individual defendant.
2. [ ] as the person sued under the fictitious name of *(specify)*:
3. [X] on behalf of *(specify)*: Ford Motor Company
under: [X] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
[ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
[ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
[ ] other *(specify)*:
4. [ ] by personal delivery on *(date)*:

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Jessica Anvar (SBN 250610)
SHAINFELD & ANVAR, PC
12304 Santa Monica Blvd., Suite 221
Los
TELEPHONE NO.: (310) 442-1410 FAX NO.: (877) 566-8828
ATTORNEY FOR (Name): Plaintiff, GREGORY BEERS

FOR COURT USE ONLY

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FEB 21 2013

John A. Clarke, Executive Officer/Clerk
BY Cristina Grijalva Deputy
Cristina Grijalva

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS: Same
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central District

CASE NAME:
Gregory Beers v. Ford Motor Company

CASE NUMBER: BC501509

JUDGE:
DEPT.

CIVIL CASE COVER SHEET

[✓] **Unlimited** (Amount demanded exceeds $25,000)
[ ] **Limited** (Amount demanded is $25,000 or less)

Complex Case Designation

[ ] **Counter** [ ] **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1–6 below must be completed (see instructions on page 2).

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

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [✓] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition *(not specified above)* (43)

2. This case [ ] is [✓] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [✓] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [✓] punitive
4. Number of causes of action *(specify)*: Four (4)
5. This case [ ] is [✓] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: February 20, 2013
JESSICA ANVAR
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

SHORT TITLE: Gregory Beers v. Ford Motor Company	CASE NUMBER BC501509

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

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☑ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 4 ☐ HOURS/ ☑ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons ☐ A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall) ☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

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SHORT TITLE: Gregory Beers v. Ford Motor Company	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	☐ A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	☐ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☑ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Gregory Beers v. Ford Motor Company	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus	2., 8.
		☐ A6152 Writ - Mandamus on Limited Court Case Matter	2.
		☐ A6153 Writ - Other Limited Court Case Review	2.
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	☐ A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment	2., 9.
		☐ A6160 Abstract of Judgment	2., 6.
		☐ A6107 Confession of Judgment (non-domestic relations)	2., 9.
		☐ A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		☐ A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	☐ A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only	1., 2., 8.
		☐ A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		☐ A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		☐ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment	2., 3., 9.
		☐ A6123 Workplace Harassment	2., 3., 9.
		☐ A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		☐ A6190 Election Contest	2.
		☐ A6110 Petition for Change of Name	2., 7.
		☐ A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
		☐ A6100 Other Civil Petition	2., 9.

SHORT TITLE: Gregory Beers v. Ford Motor Company	CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. ☐1. ☑2. ☐3. ☐4. ☐5. ☐6. ☐7. ☐8. ☐9. ☐10.			ADDRESS: 7720 McNulty Ave.
CITY: Canoga Park	STATE: CA	ZIP CODE: 91306	

Item IV. *Declaration of Assignment*: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: February 20, 2013

(SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

Brett Shainfeld, SBN 245093
Jessica F. Anvar, SBN 250610
SHAINFELD & ANVAR, PC
12304 Santa Monica Blvd., Suite 221
Los Angeles, CA 90025
Tel: (310) 442-1410
Fax: (877) 566-8828

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FEB 21 2013

John A. Clarke, Executive Officer/Clerk
BY Cristina Grijalva Deputy
Cristina Grijalva

Attorneys for Plaintiff, GREGORY BEERS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

GREGORY BEERS, Plaintiff, vs. FORD MOTOR COMPANY; and DOES 1 through 50, Inclusive, Defendants.	CASE NO. BC501509 UNLIMITED JURISDICTION **COMPLAINT FOR DAMAGES** **1. Breach of Written Warranty Pursuant to Magnuson-Moss Warranty Act;** **2. Breach of Implied Warranty Pursuant to Magnuson-Moss Warranty Act;** **3. Breach of Express Warranty Pursuant to Song-Beverly Consumer Warranty Act; and** **4. Breach of Implied Warranty Pursuant to Song-Beverly Consumer Warranty Act.** **DEMAND FOR JURY TRIAL**

TO THE HONORABLE COURT AND DEFENDANTS HEREIN:

COMES NOW Plaintiff, GREGORY BEERS, an individual (hereinafter referred to as "Plaintiff") for causes of action against manufacturer FORD MOTOR COMPANY; and DOES 1 through 50, inclusive, and alleges as follows:

///

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A PROFESSIONAL CORPORATION
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LOS ANGELES, CALIFORNIA 90025
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GENERAL ALLEGATIONS

1. The true names and/or capacities, whether individual, corporate, associate, or otherwise, of defendants DOES 1 through 50, inclusive, and each of them, are unknown to Plaintiff, who therefore sues said defendants by such fictitious names. Plaintiff is informed and believes, and thereupon alleges, that each of the defendants fictitiously named herein as a DOE is legally responsible, negligently or in some other actionable manner, for the events and happenings hereinafter referred to, and thereby proximately caused the injuries and damages to Plaintiff as hereinafter alleged. Plaintiff will seek leave of Court to amend this Complaint and state the true names and/or capacities of said fictitiously named defendants when the same has been ascertained.

2. Plaintiff is informed and believes, and thereupon alleges, that at all times mentioned herein, defendants, and each of them, including DOES 1 through 50, inclusive, and each of them, were the agents, servants, employees, and/or joint venturers' of their co-defendants, and each was, as such, acting within the course, scope, and authority of said agency, employment, and/or venture, and that each and every defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring of each and every other defendant as an agent, employee, and/or joint venture.

3. Plaintiff, GREGORY BEERS, is, and at times mentioned herein was, a resident of the County of Los Angeles, State of California.

4. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, that Defendant, manufacturer FORD MOTOR COMPANY (hereinafter "Manufacturer") is a corporation authorized to do business in the State of California and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying, and selling written warranties to the public at large through a system of authorized dealerships. Manufacturer does business in all counties in the state of California.

5. On or about December 31, 2011, Plaintiff purchased a 2012 Ford Escape (hereinafter "FORD"), manufactured by Manufacturer, with corresponding Vehicle

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Identification Number 1FMCU0EG8CKB04506, for valuable consideration.

6. The price of the FORD, including sales tax, registration charges, document fees and other collateral charges, such as finance charges, totaled approximately $28,764.30.

7. In consideration for the purchase of the FORD, manufacturer issued and supplied several written warranties, including a three (3) year/36,000 mile warranty, as well as other standard warranties outlined in the Manufacturer's Warranty Booklet.

8. On or about December 31, 2011, Plaintiff took possession of the FORD and shortly thereafter experienced the various defects listed below that substantially impaired the use, safety and/or value of the FORD.

9. The defects listed below violate the express written warranties issued by Manufacturer, as well as the implied warranty of merchantability.

10. Plaintiff brought the FORD to authorized service dealerships of Manufacturer for various defects, including, but not limited to the following:

a. Defective engine/powertrain/safety systems as evidenced by the car stalling when coming to a stop;

b. Defective electrical system as evidenced by the SYNC system freezing, failing to respond and dropping calls; and

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

11. Plaintiff provided Manufacturer through authorized dealers sufficient opportunity to repair the FORD.

12. Manufacturer, through its authorized dealers were unable and/or failed to repair the FORD within a reasonable number of attempts.

13. Said defects have substantially impaired the safety, use and or value of the FORD.

14. Said defects could not have been discovered by Plaintiff prior to Plaintiff's acceptance of the FORD.

15. As a result of said defects, Plaintiff revoked acceptance of the FORD in

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writing on November 17, 2012.

16. At the time of revocation of acceptance of the FORD, the FORD was in substantially the same condition as at time of delivery except for damage caused by its own wear and tear.

17. Manufacturer refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies Plaintiff is entitled to upon revocation.

18. The FORD remains in a defective and unmerchantible condition, and continues to exhibit the above-mentioned defects that substantially impair the FORD's safety, use and/or value.

19. Plaintiff has and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of the express and implied warranties.

FIRST CAUSE OF ACTION

BREACH OF WRITTEN WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT

20. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in paragraphs 1 through 19, inclusive, of the General Allegations, above.

21. Plaintiff is a purchaser of a consumer product who received the FORD during the duration of a written warranty period applicable to the FORD and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

22. Manufacturer are persons engaged in the business of making a consumer product directly available to Plaintiff.

23. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301 et. Seq. (hereinafter "Warranty Act") is applicable to Plaintiff's Complaint in that the FORD was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars ($10.00).

24. Plaintiff's purchase of the FORD was accompanied by written factory

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warranties for any non-conformities or defects in materials or workmanship, comprising an undertaking in writing in connection with the purchase of the FORD to repair the FORD or take other remedial action free of charge to Plaintiff with respect to the FORD in the event that the FORD failed to meet the specifications set forth in said undertaking.

25. Said warranties were the basis of the bargain of the contract between the Plaintiff and the Manufacturer for the sale of the FORD to Plaintiff.

26. Said purchase of Plaintiff's FORD was induced by, and Plaintiff relied upon, these written warranties.

27. Plaintiff has met all of his obligations and preconditions as provided in the written warranties.

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

WHEREFORE, Plaintiff prays for judgement against Manufacturer as follows:

a. Return of all monies paid or in alternative applicable damages pursuant to Section 2714 of the *Commercial Code*, and all incidental and consequential damages incurred;

b. All reasonable attorneys' fees and costs, witness fees and all court costs and other costs; and

c. Such other Relief that the Court deems just and appropriate.

SECOND CAUSE OF ACTION

BREACH OF IMPLIED WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT

29. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in paragraphs 1 through 28, inclusive, of the General Allegations, above.

30. The FORD purchase by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. § 2301 (7) running from the Manufacturer to the

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intended consumer, Plaintiff herein.

31. Manufacturer are a supplier of goods as a persons engaged in the business of making a consumer product directly available to Plaintiff.

32. Manufacturer are prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract within ninety (90) days of purchase to perform services relating to the maintenance or repair of a motor vehicle.

33. Pursuant to 15 U.S.C. § 2308, Plaintiff's FORD was impliedly warranted to be substantially free from defects and non-conformities in both material and workmanship, and thereby fit for the ordinary purpose for which the FORD was intended.

34. The FORD was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

35. The above-described defects in the FORD render it unfit for the ordinary and essential purpose for which the FORD was intended.

36. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgement against Manufacturer as follows:

a. Return of all monies paid or in alternative applicable damages pursuant to Section 2714 of the *Commercial Code*, and all incidental and consequential damages incurred;

b. All reasonable attorneys' fees and costs, witness fees and all court costs and other costs; and

c. Such other Relief that the Court deems just and appropriate.

THIRD CAUSE OF ACTION

BREACH OF EXPRESS WARRANTY PURSUANT TO THE SONG-BEVERLY CONSUMER WARRANTY ACT

37. Plaintiff realleges and incorporates herein by reference each and every

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allegation and statement contained in paragraphs 1 through 36, inclusive, of the General Allegations, above.

38. Pursuant to California *Civil Code* §1793.2, Plaintiff has presented the FORD to authorized service dealers of Manufacturer within the term of protection and have tendered the FORD for repairs for the above-mentioned defects that substantially affect the safety, use and/or value of the FORD.

39. Manufacturer have been unable or unwilling to repair said defects within a reasonable amount of time.

40. Pursuant to *Civil Code* §1793.2, Plaintiff is entitled to a refund of the full purchase price of the vehicle, including all collateral charges and finance charges, and/or a replacement vehicle, plus all attorneys' fees and costs.

41. Manufacturer have willfully violated the provisions of this act by knowing of their obligations to refund or replace Plaintiff's FORD, but refusing to fulfill them.

WHEREFORE, Plaintiff prays for judgement against Manufacturer as follows:

a. Return of the FORD's purchase price and all incidental and consequential damages incurred by Plaintiff;

b. Return of all finance charges incurred by Plaintiff for the FORD;

c. All reasonable attorneys' fees and costs, witness fees and all court costs and other costs;

d. A civil penalty pursuant to California *Civil Code* §1794 (c); and

e. Such other Relief that the Court deems just and appropriate.

FOURTH CAUSE OF ACTION

BREACH OF IMPLIED WARRANTY PURSUANT TO THE SONG-BEVERLY CONSUMER WARRANTY ACT

42. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in paragraphs 1 through 41, inclusive, of the General Allegations, above.

43. The FORD purchased by Plaintiff was subject to an implied warranty of

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merchantability as defined by California *Civil Code* §1790 running from the Manufacturer to the intended consumer, Plaintiff herein.

44. Manufacturer are suppliers of consumer goods as a persons engaged in the business of making consumer products directly available to Plaintiff.

45. Manufacturer are prohibited from disclaiming or modifying any implied warranties under *Civil Code* §1790.

46. Pursuant to *Civil Code* §1790, Plaintiff's FORD was impliedly warranted to be fit for the ordinary purpose for which it was intended.

47. The FORD was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

48. The above-described defects in the FORD caused it to fail to possess even the most basic degree of fitness for ordinary use

49. As a result of breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgement against Manufacturer as follows:

a. Return of all monies paid or in alternative applicable damages pursuant to Section 2714 of the *Commercial Code*, and all incidental and consequential damages incurred;

b. All reasonable attorneys' fees and costs, witness fees and all court costs and other costs; and

c. Such other Relief that the Court deems just and appropriate.

Dated: February 20, 2013

SHAINFELD & ANVAR,
A Professional Corporation

By: _____
JESSICA F. ANVAR
BRETT SHAINFELD
Attorneys for Plaintiff, Gregory Beers

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DEMAND FOR JURY TRIAL

Plaintiff, GREGORY BEERS, hereby demands a trial by jury.

Dated: February 20, 2013

SHAINFELD & ANVAR,
A Professional Corporation

By: _____
JESSICA FANVAR
BRETT SHAINFELD
Attorneys for Plaintiff, Gregory Beers

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LOS ANGELES, CALIFORNIA 90025
TELEPHONE (310) 442-1410

PE13-003.4 000046LC

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE (NON-CLASS ACTION)

Case Number BC501509

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)). There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Daniel Buckley	1	534	Hon. Debre Katz Weintraub	47	507
Hon. Michael P. Linfield	10	631	Hon. Elizabeth Allen White	48	506
Hon. Barbara A. Meiers	12	636	Hon. Deirdre Hill	49	509
Hon. Terry A. Green	14	300	Hon. John L. Segal	50	508
Hon. Richard Fruin	15	307	Hon. Abraham Khan	51	511
Hon. Rita Miller	16	306	Hon. Susan Bryant-Deason	52	510
Hon. Richard E. Rico	17	309	Hon. Steven J. Kleifield	53	513
Hon. Kevin C. Brazile	20	310	Hon. Ernest M. Hiroshige	54	512
Hon. Robert L. Hess	24	314	Hon. Malcolm H. Mackey	55	515
Hon. Mary Ann Murphy	25	317	Hon. Michael Johnson	56	514
Hon. James R. Dunn	26	316	Hon. Ralph W. Dau	57	517
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. Barbara Scheper	30	400	Hon. David L. Minning	61	632
Hon. Alan S. Rosenfield	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Mark Mooney	68	617
Hon. Charles F. Palmer	33	409	Hon. Ramona See	69	621
Hon. Amy D. Hogue	34	408	Hon. Soussan G. Bruguera	71	729
"unassigned"	35	411	Hon. Ruth Ann Kwan	72	731
Hon. Gregory Alarcon	36	410	Hon. Teresa Sanchez-Gordon	74	735
Hon. Joanne O'Donnell	37	413	Hon. William F. Fahey	78	730
Hon. Maureen Duffy-Lewis	38	412	**Hon. Emilie H. Elias**	**324**	**CCW**
Hon. Michelle R. Rosenblatt	40	414	**Hon. Elihu M. Berle**	**323**	**CCW**
Hon. Ronald M. Sohigian	41	417	Other		
Hon. Holly E. Kendig	42	416			
Hon. Mel Red Recana	45	529			
Hon. Fredrick C. Shaller	46	601			

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ JOHN A. CLARKE, Executive Officer/Clerk

By _____, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

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

APPLICATION

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

PRIORITY OVER OTHER RULES

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

CHALLENGE TO ASSIGNED JUDGE

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

TIME STANDARDS

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

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

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

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

FINAL STATUS CONFERENCE

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

SANCTIONS

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

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

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

For additional ADR information and forms visit the Court ADR web application at **www.lasuperiorcourt.org** (click on ADR).

The plaintiff/petitioner shall serve a copy of this form on each defendant/respondent along with the complaint (**Civil only**).

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

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

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

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

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

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

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

Cases for Which Mediation May <u>Not</u> Be Appropriate
Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

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

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

Cases for Which Neutral Evaluation May <u>Not</u> Be Appropriate
Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

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

COURT ADR PROGRAMS

CIVIL:

- Arbitration (non-binding) (Code Civ. Proc. §§ 1141.10-1141.31, Cal. Rules of Court, rules 3.810-3.830, and Local Rules, rule 3.252 et seq.)
- Mediation (Code Civ. Proc. §§ 1775-1775.15, Cal. Rules of Court, rules 3.850-3.860, 3.865-3.872 and 3.890-3.898, Evid. Code §§ 1115-1128, and Local Rules, rule 3.252 et seq.)
  - Civil Harassment Mediation
  - Eminent Domain Mediation (Code Civ. Proc. §1250.420)
  - Small Claims Mediation
- Neutral Evaluation (Local Rules, rule 3.252 et seq.)
- Settlement Conference
  - Voluntary Settlement Conference (Local Rules, rule 3.252 et seq.)
  - Retired Judge Settlement Conference

FAMILY (non-custody):

- Arbitration (non-binding) (Fam. Code § 2554 and Local Rules, rule 5.18)
- Mediation (Local Rules, rule 5.18)
- Settlement Conference
  - Forensic Certified Public Accountant (CPA)
  - Spanish Speaking Settlement Conference

PROBATE:

- Mediation
- Settlement Conference

NEUTRAL SELECTION

Parties may select an arbitrator, mediator, or evaluator from the Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Panel, the ADR staff will assign on a random basis the name of one neutral who meets the case criteria entered on the court's website.

COURT ADR PANELS

Party Select Panel The Party Select Panel consists of arbitrators, mediators, and evaluators who have achieved a specified level of experience in court-annexed cases. The parties (collectively) are charged $150.00 per hour for the first three hours of hearing time. Thereafter, parties may stipulate in writing for additional hearing time at the rate established by the neutral.

Random Select Panel The Random Select Panel consists of trained arbitrators, mediators, evaluators, and settlement officers who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that Random Select Panel neutrals provide three hours hearing time per case on a pro bono basis. Thereafter, parties may stipulate in writing for additional hearing time at the rate established by the neutral.

ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX	EMAIL
Antonovich	42011 4th St. West	1st Fl.	Lancaster, CA 93534	661-974-7275	661-945-8173	AntelopeADR@lasuperiorcourt.org
Chatsworth	9425 Penfield Ave.	3100	Chatsworth, CA 91311	818-576-8565	818-576-8733	ChatsworthADR@lasuperiorcourt.org
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	310-603-3072	310-223-0337	ComptonADR@lasuperiorcourt.org
Glendale	600 E. Broadway	273	Glendale, CA 91206	818-500-3160	818-548-5470	GlendaleADR@lasuperiorcourt.org
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	562-491-6272	562-437-3802	LongBeachADR@lasuperiorcourt.org
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	562-807-7243	562-462-9019	NorwalkADR@lasuperiorcourt.org
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	626-356-5685	626-666-1774	PasadenaADR@lasuperiorcourt.org
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	909-620-3183	909-629-6283	PomonaADR@lasuperiorcourt.org
San Pedro	505 S. Centre St.	209	San Pedro, CA 90731	310-519-6151	310-514-0314	SanPedroADR@lasuperiorcourt.org
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	310-260-1829	310-319-6130	SantaMonicaADR@lasuperiorcourt.org
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	213-974-5425	213-633-5115	CentralADR@lasuperiorcourt.org
Torrance	825 Maple Ave.	100	Torrance, CA 90503	310-222-1701	310-782-7326	TorranceADR@lasuperiorcourt.org
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	818-374-2337	818-902-2440	VanNuysADR@lasuperiorcourt.org

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
DISPUTE RESOLUTION PROGRAM ACT (DRPA) PROVIDERS

California Rules of Court, rule 3.221, requires counties participating in the Dispute Resolution Programs Act (DRPA) to provide information about the availability of local dispute resolution programs funded under DRPA. For more information regarding these programs, contact the Los Angeles County Department of Community and Senior Services Contracts Administration Office at 213-738-2621. The following is a list of the local dispute resolution programs funded in Los Angeles County.

Superior Court of California, County of Los Angeles, ADR Office 213-974-5425
www.lasuperiorcourt.org/ADR

STAFF AND VOLUNTEERS OF THE FOLLOWING AGENCIES ARE NOT EMPLOYEES OF THE SUPERIOR COURT:

Asian-Pacific American Dispute Resolution Center 213-250-8190 www.apadrc.org

California Academy of Mediation Professionals 818-377-7250 www.campmediation.org

California Lawyers for the Arts, Arbitration, and Mediation Service 310-998-5590
www.calawyersforthearts.org

Center for Civic Mediation 877-473-7658 213-896-6533 www.centerforcivicmediation.org

Center for Conflict Resolution 818-705-1090 www.ccr4peace.org

Centinela Youth Services, City of Hawthorne 310-970-7702 www.cys.la.org

Inland Valleys Justice Center 877-832-9325 www.ivjc.org

Korean American Coalition 4.29 Dispute Resolution Center 213-365-5999 www.kacla.org

Los Angeles County Department of Consumer Affairs, Dispute Settlement Services 213-974-0825
www.dca.lacounty.gov

Loyola Law School, The Center for Conflict Resolution 213-736-1145 www.lls.edu/ccr

Norwalk Dispute Resolution Program 562-929-5603 www.ci.norwalk.ca.us/socialservices2.asp

Office of the Los Angeles City Attorney, Dispute Resolution Program 213-485-8324
www.atty.lacity.org/mediate

THE PROGRAMS LISTED ABOVE DO NOT OFFER LEGAL ADVICE OR HELP YOU RESPOND TO A SUMMONS; HOWEVER, THEY MAY ASSIST IN RESOLVING YOUR PROBLEM THROUGH MEDIATION.

NAME, ADDRESS, TELEPHONE, FAX, and E-MAIL:	STATE BAR NUMBER:	*Reserved for Clerk's File Stamp*
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS: Click on the button to select the appropriate court address.		
PLAINTIFF/PETITIONER:		
DEFENDANT/RESPONDENT:		
STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)		CASE NUMBER:

The undersigned parties in the above-titled action stipulate to participate in the Alternative Dispute Resolution (ADR) process checked below:

- ☐ Mediation
- ☐ Arbitration (non-binding)
- ☐ Arbitration (binding)
- ☐ Neutral Evaluation
- ☐ Settlement Conferen
- ☐ Other ADR Process *(describe)*: _____

Dated	Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
	☐ Plaintiff ☐ Cross-complainant ☐ Defendant ☐ Cross-defendant		
Dated	Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
	☐ Plaintiff ☐ Cross-complainant ☐ Defendant ☐ Cross-defendant		
Dated	Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
	☐ Plaintiff ☐ Cross-complainant ☐ Defendant ☐ Cross-defendant		
Dated	Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
	☐ Plaintiff ☐ Cross-complainant ☐ Defendant ☐ Cross-defendant		
Dated	Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
	☐ Plaintiff ☐ Cross-complainant ☐ Defendant ☐ Cross-defendant		
Dated	Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
	☐ Plaintiff ☐ Cross-complainant ☐ Defendant ☐ Cross-defendant		
Dated	Name of Stipulating Party	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
	☐ Plaintiff ☐ Cross-complainant ☐ Defendant ☐ Cross-defendant		

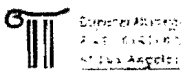
☐ Number of additional pages attached to this document: _____.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

Superior Court of California
County of Los Angeles

Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles

Southern California
Defense Counsel

Association of
Business Trial Lawyers

California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆Los Angeles County Bar Association Litigation Section◆

◆ Los Angeles County Bar Association Labor and Employment Law Section◆

◆Consumer Attorneys Association of Los Angeles◆

◆Southern California Defense Counsel◆

◆Association of Business Trial Lawyers◆

◆California Employment Lawyers Association◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – EARLY ORGANIZATIONAL MEETING		CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at **www.lasuperiorcourt.org** under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

   a. The party requesting the Informal Discovery Conference will:

      i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

      ii. Include a brief summary of the dispute and specify the relief requested; and

      iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

   b. Any Answer to a Request for Informal Discovery Conference must:

      i. Also be filed on the approved form (copy attached);

      ii. Include a brief summary of why the requested relief should be denied;

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iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

   It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME) ➤ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:
   - ☐ Request for Informal Discovery Conference
   - ☐ Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. **For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION AND ORDER – MOTIONS IN LIMINE		CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

PE13-003.4 000060LC

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR PLAINTIFF)

Date: _____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date: _____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date: _____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date: _____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date: _____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date: _____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____ _____ JUDICIAL OFFICER

0

CUSTOMER LIST

CUSTOMER NAME/PHONE NUMBER	ADDRESS	STATUS
[redacted]	[redacted] CANOGA PARK CA [redacted]	Open Issues Exists

Ford Confidential

Vehicle List

VIN	Year	Model	Sales Type	Owner Status	Vehicle Info
1FMCU0EG8CK[redacted]	2012	ESCAPE	RETAIL SALE TO PRIVATE INDIVIDUAL	Original Owner	Oasis
	Open Issues Exist				Warranty History

Ford Confidential

VEHICLE DETAIL

VIN:	1FMCU0EG8CK[redacted]	**Engine:**	3.0L 4V OHC V6 DURATEC 230HP
Make:		**Transmission:**	6 SPD AUTO TRANS 6F MID-RANGEA
Model:	ESCAPE	**Paint Code/Color:**	STEEL BLUE
Year:	2012	**Calibration:**	AM71F30A
Pay Load:		**Max Towing Weight:**	
GVWR:	04520	**Axle Ratio:**	
WheelBase:	103	**Warranty Start Date:**	12/31/2011
GCWR:		**Vehicle Build Date:**	10/6/2011
PEP Code:	301A		

Selling Dealers Name: GALPIN FORD
Selling Dealers P & A Code: 05536 **Selling Dealers Sales Code:** F71040
Selling Dealers Main Phone: 818-787-3800 **Selling Dealers Service Phone:** 818-893-9494

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
U 0 E C K B 0 4 5 0   6 1 0 3 3 7 A 7  4   R 2   1 5 J 2 0 0 6           E J   M     5 M 6 3 5 D 5 3 Q

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
H N X 7 B   2 M E M   Q   G E 5 B B   3 7   1 A 0 4 0 1   3 V   U N   K H   5 9 4   M 4     B   D G 1

1 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120 1 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150
F M C 8 Q 7                 3 0 1 A   9   G 6 C A

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

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU0EG8CK[redacted] **Year:** 2012 **Model:** ESCAPE **Case:** 1657932762
Name: [redacted] **Owner Status:** Original **WSD:** 2011-12-31
Symptom Desc: STALL/QUITS DECELERATION ALL ENGINE TEMP **Primary Phone:** [redacted]
Reason Desc: DRP-VEHICLE REPURCHASE REQUEST **Secondary Phone:** [redacted]
Issue Type: 06 BBB AUTO LINE/DACO **Issue Status:** OPEN

Action: OPEN - PENDING ELIGIBILITY
Dealer: 05536 GALPIN FORD **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 1 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 01/30/2013 **Action Time:** 16.05.11.806 **Action Data:** No

Comments NEW CASE: FRD1311183. REPRESENTED BY JESSICA ANVAR OF SHAINFELD AND ANVAR PC. PROBLEMS: CAR STALLS WHEN COMING TO A STOP WHEN WARM.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 05536 GALPIN FORD **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 10805 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 01/30/2013 **Action Time:** 21.05.10.216 **Action Data:** No

Comments OPEN - CABBB CASE ELIGIBLE

Action: FIELD E-MAIL SENT - DRP
Dealer: 05536 GALPIN FORD **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 10805 MI **Comm Type:** OTHER
Analyst Name: COSTA (LCOSTA21),LOUIS **Analyst:** LCOSTA21
Action Date: 02/01/2013 **Action Time:** 08.02.18.523 **Action Data:** No

Comments DRS LOU COSTA -- TFOAM ID 20095513 -- DLR REPORT REQUEST PENDING

Action: FIELD E-MAIL SENT - DRP
Dealer: 05536 GALPIN FORD **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 10805 MI **Comm Type:** OTHER
Analyst Name: COSTA (LCOSTA21),LOUIS **Analyst:** LCOSTA21
Action Date: 02/04/2013 **Action Time:** 14.43.04.295 **Action Data:** No

Comments DRS LOU COSTA --- DLR REPORT REQUEST SENT TO SM TOM SWIRE

Action: COMPANY REPORT SUBMITTED
Dealer: 05536 GALPIN FORD **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 10805 MI **Comm Type:** OTHER
Analyst Name: COSTA (LCOSTA21),LOUIS **Analyst:** LCOSTA21

All Action Details for Issue

Print

VIN: 1FMCU0EG8CK[redacted] **Year:** 2012 **Model:** ESCAPE **Case:** 1657932762
Name: [redacted] **Owner Status:** Original **WSD:** 2011-12-31
Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP **Primary Phone** [redacted]
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 10/03/2012

Action: TIER ONE OPEN ISSUE
Dealer: 11820 GALPIN LINCOLN **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 9100 MI **Comm Type:** PHONE
Analyst Name: WOODARD TERRILOUS **Analyst:** TWOODAR6
Action Date: 10/02/2012 **Action Time:** 18.16.33.358 **Action Data:** No

Comments **CUST SAYS**-VEH HAS STALLED FIVE TIMES -DLRSHP CAN'T FIND A PROBLEM -NO FAULT CODE-BLACK BOX WAS PUT IN VEH FOR A MONTH -VEH DID NOT EXHIBIT PROBLEM WHILE BLACK BOX WAS IN THE VEH -VEH COULD STALL IN TRAFFIC WHICH COULD BE A SAFETY HAZARD -VEH HAS BEEN INTO DLRSHP FOUR TIMES ====GALPIN LINCOLN 15430 ROSCOE BLVDLNVAN NUYS, CA 91406(818) 892-3800 ====I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU BY CLOSE OF BUSINESS TOMORROW.

Action: CREATE FOLLOW UP
Dealer: 11820 GALPIN LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** PHONE
Analyst Name: WEICK (RWEICK1),RICHARD **Analyst:** RWEICK1
Action Date: 10/03/2012 **Action Time:** 17.46.12.430 **Action Data:** Yes

Comments LTV - 77 == VEHICLE - 2012 ESCAPE == MILEAGE 9100 = ENGINE - 3.0L == TRANSMISSION - 6SPD DCSP AUTO == WSD - 12-31-2011 = ESP - YES == 2 REPAIRS IN AWS == NO HOTLINE CTC == SM/TOM STATED HE HAS SPOKEN TO THIS CUSTOMER == CUST STATES VEHICLE STALLS WHEN COMING TO A STOP == DEALER PUT IN A FLIGHT RECORDER FOR 30 DAYS == DID NOT RECORD ANY ISSUES == DEALER HAS NOT BEEN ABLE TO DUPLICATE ANY CONCERN

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-04-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 11820 GALPIN LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** PHONE
Analyst Name: WEICK (RWEICK1),RICHARD **Analyst:** RWEICK1
Action Date: 10/03/2012 **Action Time:** 18.50.56.713 **Action Data:** Yes

Comments LTV - 77 == VEHICLE - 2012 ESCAPE == MILEAGE 9100 = ENGINE - 3.0L == TRANSMISSION - 6SPD DCSP AUTO == WSD - 12-31-2011 = ESP - YES == 2 REPAIRS IN AWS == NO HOTLINE CTC == CSM RICK.EXT 77755 == OBC TO CUSTOMER == 805-584-8050 == CUSTOMER STATED THAT HE HAS HAD THE VEH IN 4 TIMES == WHEN COMING TO A STOP THE VEHICLE SHUTS OFF == IT HAS HAPPENED 5 TIMES == CSM SUGGESTED THAT THE

Action Date: 10/11/2012 **Action Time:** 17.29.13.792 **Action Data:** Yes

Comments *CSM MARK EXT 77749 NOTE EMAILED DLR FOR UPDATE

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-12-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 11820 GALPIN LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** PHONE
Analyst Name: COLL,MARK **Analyst:** MCOLL
Action Date: 10/12/2012 **Action Time:** 12.48.53.963 **Action Data:** No

Comments *CSM MARK EXT 77749 IBC FROM S/M TOM, WHO SAYS DLR HAS NOT BEEN ABLE TO VERIFY CONCERN ON THIS VISIT, ASKING FOR DIRECTION , CSM ADVISES THAT IF NPF, VEH SHOULD BE RETURNED TO CUST AT THIS TIME

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 11820 GALPIN LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** PHONE
Analyst Name: COLL,MARK **Analyst:** MCOLL
Action Date: 10/12/2012 **Action Time:** 12.55.54.642 **Action Data:** No

Comments *CSM MARK EXT 77749 OBC TO DLR, S/M NOT AVAIL , SPOKE WITH ASSIST S/M NATHALIE, REQUESTED THE DLR OPEN HOTLINE CONTACT BEFORE RETURNING VEH TO CUST ,HOTLINE MAY HAVE SUGGESTIONS ON ANY FURTHER TESTING

Action: CONCERN ADDRESSED
Dealer: 11820 GALPIN LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 9100 MI **Comm Type:** PHONE
Analyst Name: COLL,MARK **Analyst:** MCOLL
Action Date: 10/12/2012 **Action Time:** 17.17.50.766 **Action Data:** Yes

Comments *CSM MARK EXT 77749 OBC TO CUST @[redacted]* ADVISED CUST THAT DLR HAS BEEN WORKING WITH HOTLINE TO TRY TO PINPOINT CONCERN BUT AS OF THIS MORNING HAVE NOT BEEN ABLE TO VERIFY CONCERN, IF DLR CANNOT VERIFY CONCERN , WE CANNOT AUTH ANY WARRANTY REPAIRS * CUST SAYS DLR CALLED HIM THIS AFTERNOON AND ASKED HIM TO COME PICK UP HIS VEH * CUST WANTS FMC TO REPLACE HIS VEH WITH A LIKE VEH , SAYS THIS ONE IS A LEMON AND NOT SAFE , SAYS HE IS HANDICAPPED AND DOES NOT WANT A VEH THAT STALLS OUT ON HIM , * CSM ADVISES CUST I WOULD NOT BE OFFERING TO REPLACE VEH * CUST SAYS HE WAS GOING TO PURSUE OTHER AVENUES TWO WEEKS AGO BUT DLR TOLD HIM TO CALL FMC AND ASK FOR HELP BUT HE WILL NOW MOVE FORWARD , SAYS HE WILL BE ON THE LOCAL, EVENING NEWS THIS EVENING , ASKS CSM TO WATCH FOR HIM

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	78
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	Y
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
–ESTIMATED REPAIR COST(@WARR RATES) ($)	

Dlr Contact: JAMES SMELSER **Phone:** 661 645-4458 **Title Cde:** SF

KOEO:
KOEC:
KOER:
Comments:

REPAIR 10/12/2012 01:19PM DCHATFIE
WEB FORM DATA - CONCERN:STALLS WHILE DRIVING DIAGNOSTICS: UNABLE TO VERIFY INSTALLED FLIGHT RECORDER ON 8/8 AND REMOVED ON 8/24 NEVER FAILED IN THREE WEEKS AFTER ANOTHER 6 WEEKS IF FAILED ON THE CUSTOMER CAME BACK IN 10/5 LOOKED AT EVERYTHING NO CODES NO PENDING CODE ALL LOOKS WELL CUSTOM IS LOOKING FOR BUY BACK. PARTS REPLACED:NONE TECH QUESTION:I REALLY DONT HAVE A QUESTION WE HAVE DRIVEN CLOSE TO 200 MILES AND UNABLE TO DUPL CONCERN DONT KNOW WHERE TO GO

RECOMM 10/12/2012 01:19PM DCHATFIE
JIM, ENSURE THAT THE VEHICLES AIR FILTER IS NOT CONTAMINATED AND IS AN OEM STYLE FILTER. AFTER MARKET OR CONTAMINATED AIR FILTERS CAN CAUSE TURBULENT AIR FLOW ACROSS THE MAF, CAUSING SKEWED READINGS. ALSO INSPECT THE AIR FILTER HOUSING AND AIR INTAKE SYSTEM FOR PROPER SEALING AND ENSURE NO LEAKS ARE PRESENT. MONITOR MAF_V AND TP2. MAF_V SHOULD BE APPROXIMATELY .7-.9 VOLTS AT IDLE AND SHOULD REMAIN FAIRLY CLOSE TO TP2 THROUGHOUT THE RPM RANGE. IF A CONCERN IS VERIFIED AND THE AIR FILTER AND AIR INTAKE SYSTEM ARE OPERATING PROPERLY, REPLACE THE MAF SENSOR AND RETEST. IT IS ALSO RECOMMENDED TO MONITOR ETB PID`S TO VALIDATE PROPER ETB OPERATION. WHILE ROAD TESTING WITH THE IDS DATALOGGER, MONITOR ETB PID`S ETC_ACT AND ETC_DSD. MONITOR THESE PID`S IN THE BLUE BAR GRAPH FORM AND RESCALE TO 50 DEGREES. A RECORDING MAY NEED TO BE OBTAINED AND THEN PLAYED BACK TO SEE IF THE ETC_ACT PID IS ERRATIC. IDEALLY THESE PID`S SHOULD REMAIN FAIRLY CLOSE TO EACH OTHER (0-1 DEGREES DIFFERENCE) UNDER STEADY STATE CRUISE,

ACCEPTANCE OR REJECTION OF DECISION

BBB
bbb.org

Date:	02/14/2013	Case Number:	FRD1311183
Customer:	Gregory Beers	State:	CA
Business:	Ford Motor Company		
Mfr-Info:	6700 CA 1FMCU0EG8CK[redacted]		

COMPLETE THE FOLLOWING AND RETURN IT TO THE FOLLOWING ADDRESS WITHIN 30 DAYS OF THE ABOVE DATE:

BBB AUTO LINE
4200 Wilson Blvd.
Suite 800
Arlington, VA 22203

You may want to return this form via certified mail or fax to our office at 1.703.247.9700. Please call your case specialist to confirm receipt of your signed form.

I have read the information on the attached cover letter and: (please check one)

_____ I ACCEPT THE ARBITRATION DECISION. I understand this means:

- the manufacturer will be bound to abide by the decision and comply with its terms;
- I, too, must comply with the terms of the decision;
- If the manufacturer fails to perform according to the arbitrator's decision, I must notify BBB AUTO LINE. I may have the right to enforce the decision in court or pursue other legal remedies under state or federal law.

<u>You must do the following if you are accepting a repurchase or replacement award:</u>

1) Contact your financial company/lessor to provide permission to release payment and payoff information to the manufacturer in order to complete the repurchase/replacement transaction. Indicate the date you have done this:_____

2) Please provide the full name of your financial co./lessor_____

   Account Number _____

   Mailing address _____

   City _____ State _____ Zip _____

   Telephone number _____ Fax number _____

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

Case Number: FRD1311183

_____ I REJECT THE ARBITRATION DECISION. I understand this means:

- I may pursue other legal remedies under state or federal law;
- The manufacturer will not be obligated to perform any part of the decision;
- The decision may be introduced as evidence by me or the manufacturer in a court action; and,
- BBB AUTO LINE involvement in the case will end.

Signature(s) of Titled Owner(s): _____ Date: _____

[for BBB use only: Form not returned and presumed rejected: _____]

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 14, 2013

[redacted] C/O [redacted]
[redacted]
LOS ANGELES CA [redacted]

Re: FRD1311183 [redacted] vs Ford Motor Corporation 1FMCU0EG8C[redacted]

Dear [redacted]:

Enclosed is the arbitrator's *Decision* and *Reasons for Decision* in your case. You may either accept or reject the decision.

To accept the decision, you must sign the attached *Acceptance or Rejection of Decision* form and return it to the BBB at the following address so that it is received within 30 calendar days from the date at the top of this page:

BBB AUTO LINE
3033 Wilson Blvd., Suite 600
Arlington, VA 22201

You may want to return this form via certified mail. You may also fax the form to us at 703.247.9700.

Failure to accept the decision within this time period will be considered a rejection and the manufacturer will not be bound to its terms. Please note:

* If you accept the decision, the manufacturer will be bound to its terms and must comply within 30 days unless the period for performance is extended for delays caused by reasons beyond the control of the manufacturer or its representative. Within 10 days after expiration of the compliance period, the BBB will contact you to verify that the manufacturer has performed all actions required by the decision.
* If you reject the decision, or if you accept the decision and the manufacturer does not promptly perform the terms of the decision, you may pursue other legal rights and remedies available to you under state or federal law. This may include the use of small claims court.
* The decision and findings may be admissible in evidence in any court action.

You may regain possession, without charge, of any documents that you submitted to BBB AUTO LINE. In addition, you may obtain copies of BBB AUTO LINE's records relating to your dispute, although a reasonable copying charge may be assessed. If you would like, you may request a free copy of our *Operating Procedures*.

We hope your experience with BBB AUTO LINE has been positive. If you have a complaint that we have not been able to resolve, you may register your complaint with the Arbitration Certification Program of the California Department of Consumer Affairs at 1625 North Market Boulevard, Suite N112, Sacramento, CA 95834. Their phone number is 916.574.7350. Please note that the Arbitration Certification Program does not hear appeals from arbitration decisions.

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.955.5100. Additionally, please call me if you need any assistance returning the form within the time allotted.

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 14, 2013

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Re: FRD1311183[redacted] vs Ford Motor Corporation 1FMCU0EG8CK[redacted]

Dear Madam/Sir:

Enclosed is the arbitrator's *Decision and Reasons for Decision* for the above referenced case.

The customer has been sent an *Acceptance/Rejection form* and has 30 days from the date of this letter to return the form to the BBB office. We will notify you as soon as we know whether the customer has accepted or rejected the *Decision*.

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.334.2406.

Sincerely,

Edith Newton at Extension 512

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

DECISION

Submitted Date: 02/14/13
FRD1311183
VIN: 1FMCU0EG8CK[redacted]
Customer: [redacted] - Hearing Date: 02/13/13
Arbitrator: Alexander Collins, Jr.

Question 1

Vehicle (Year, Make, Model)

2012 Ford Escape

Question 2

With respect to the consumer's "vehicle", I/we have made the following decision:

denial of vehicle repurchase, including attorney fees and costs

CASE: FRD1311183
Arbitrator: Alexander Collins, Jr.

Customer: [redacted]
Date: 02/14/13

REASONS FOR DECISION

Submitted Date: 02/14/13
FRD1311183
VIN: 1FMCU0EG8CK[redacted]
Customer: [redacted] Hearing Date: 02/13/13
Arbitrator: Alexander Collins, Jr.

Question 1

Vehicle (Year, Make, Model)

2012 Ford Escape

Question 2

Please list each vehicle problem alleged by the customer. Include both past and present problems.

Car stalls when coming to a stop

Question 3

For the following reasons, I have determined that a {please list one of the following awards below: repair, denial, repurchase, reimbursement, repurchase/replacement}

denial

a decision is a fair resolution of this dispute:

JURISDICTION

The jurisdiction of BBB Auto Line to act as arbitrator in this matter is defined by Rule 2 of the BBB Auto Line Rules of Arbitration - California (hereafter Rules). Rule 2.A requires that the dispute "must arise under a participating manufacturer's written warranty." Rule 2.C defines the types of motor vehicles eligible for arbitration to include vehicles sold or leased with a new car warranty that are used primarily for personal or family purposes.

In this matter, (1) Ford is a participating manufacturer in the Auto Line arbitration program; (2) the consumer purchased his vehicle with a new car warranty and uses it primarily for personal purposes; and (3) the claim arises under that warranty. Therefore, this dispute is subject to arbitration by BBB Auto Line.

LAW AND ANALYSIS

A significant dispute between the consumer and the manufacturer in this case is whether the manufacturer has been given a reasonable number of opportunities to repair the alleged problems such that a repurchase or replacement is warranted.

There are two ways for the consumer to show that he has given the manufacturer a reasonable opportunity to repair the problem(s).

First, the consumer may use the presumptions contained in the Tanner Consumer Protection Act. To meet the presumptions that a repurchase or replacement of the vehicle is warranted, the consumer must show that there is a nonconformity (i.e., a failure of the vehicle to conform to the manufacturer's written vehicle warranty because of defects in the material or workmanship of the vehicle) and that the nonconformity substantially impairs the use, value, or safety of the vehicle to the consumer.

The consumer must then show that their vehicle has been taken to the manufacturer or its representative to repair the nonconformity within the first 18 months or 18,000 miles (whichever occurs first) of ownership and one or more of the following has occurred:

1. The same nonconformity results in a condition that is likely to cause death or serious injury if the vehicle is driven and the nonconformity has been subject to repair two or more times and the consumer must have at least once directly notified the manufacturer of the need for repair; or
2. The same nonconformity has been subject to repair four or more times and the consumer has at least once directly notified the manufacturer of the need for repair; or
3. The vehicle has been out of service more than 30 days (cumulative) for repairs and not necessarily for the same nonconformity.

The manufacturer's evidence is also considered to determine whether there may be facts which overcome the presumption and establish that a reasonable number of repair attempts have not been made.

(Civil Code § 1793.22(b).)

In the present dispute, the consumer listed on the BBB Customer Claim Form the following problems and related repair attempts:

1. Car stalls when coming to a stop when warm: 6 times in shop, 6 times during the presumption period
a. 4/19/12, 3840 miles, 1 day in shop: Customer states veh stall when coming to a stop, when warm, restarts fine . . . at time; Test EED, no codes in PCM. DCL display. DCL monitor record. All PIDS normal on road tested. Unable to duplicate concern. Checked for raw fuel in evap lines.
b. 4/23/12, 3975 mi, 1 day: Customer states car stalls when coming to a stop, when warm, customer authorized extended test drives; road tested by shop foreman, unable to duplicate.
c. 7/3/12, 6546 mi, 1 day: Customer states car stalls when coming to a stop after driving for 20 mins, dies completely like just turning off the car; No codes in PCM road tested vehicle after 10 min hot soak unable to duplicate concern, ran OASIS no info.
d. 8/9/12, 7695 mi, 1 day: Customer states car stalls when coming to a stop....install flight recorder. Customer to bring back 08/24; No instances present, customer returned flight recorder.
e. 10/5/12, 9223 mi, 1 day: Customer states car stall when coming to a stop; Performed all diag test-unable to verify concern at this time.
f. 12/13/12, 10710 mi, 2 days: Customer states as getting off the fwy, made a left turn, 50 yds later when coming to a stop car shut off; No problem found. Test drove vehicle 95 miles to verify concern, unable to duplicate. No problem found at this time.

The consumer did not meet any of the presumptions in the Tanner Consumer Protection Act.

Based on the evidence presented, the consumer did not meet the first presumption because during the presumption period (i.e. first 18 months or 18,000 miles) no evidence was presented that the problems were likely to cause serious bodily injury or death.

The second presumption requiring four or more repair attempts during the presumption period is not met. The consumer took the vehicle into the shop six (6) times for the car stalling. However, the manufacturer's evidence reflects that the car stalling problem was not able to be duplicated, no codes were ever present on the vehicle that identified the source of the stalling problem, and the flight recorder did not reveal any instances of a stalling problem with the car. As a result, the manufacturer did not make any repair attempts. For these reasons, the manufacturer's evidence overcomes this presumption.

The third prong of the presumption is also not met because the vehicle was in for repairs less than 30 days in aggregate during the presumption period. The vehicle was in the shop a total of seven (7) days for the stalling problem.

Therefore, none of the presumptions have been met.

However, even if the presumptions have not been met, a repurchase or replacement may be awarded if during the warranty period the consumer can show that the manufacturer has had a "reasonable number of repair attempts" (as that phrase is used in Civil Code section 1793.2(d)(2)) to repair the vehicle to conform to the warranty.

Because all of the repair attempts occurred within the presumption period and were for the same problem (i.e. car stalling), this option is not available to the consumer.

DECISION

For the foregoing reasons, a repurchase of the vehicle, and attorney fees and costs are denied.

Question 4

If awarding a repurchase or replacement:

If you have determined that the manufacturer is entitled to a deduction for reasonable use, please indicate the number of vehicle miles prior to the first repair attempt of the problem that gave rise to the nonconformity.

b Please describe all collateral and incidental damages paid, incurred or to be incurred by the customer. Please explain why if any of these collateral/incidental damages are not awarded.

CASE: FRD1311183
Arbitrator: Alexander Collins, Jr.

Customer [redacted]
Date: 02/14/13

MANUFACTURER RESPONSE FORM
(CALIFORNIA)

Case Number: FRD1311183
Customer Name: [redacted]
Warranty Start Date: 12/31/11

Vehicle: 2012 Ford Escape
VIN: 1FMCU0EG8CK[redacted]
Mileage: 10,710 as of 12/13/12

Purchased: ☒ New ☐ Used (mileage and date of purchase) ☐ Leased (terms of lease)
This claim is: ☒ IN BTB Warranty ☐ IN Diesel Warranty ☐ In Powertrain Warranty ☐ OUT of all Warranties
Extended Service Plan: ☒ NO ☐ YES (6/100 Premium Care ESP)

The Customer Claim Form (CCF) lists the following concerns:

- Car stalls when coming to a stop

MANUFACTURER'S POSITION:

Ford Motor Company is seeking a denial of the consumer's request for vehicle repurchase. Ford Motor Company has never been able to duplicate the alleged concern despite extensive diagnostic and road testing. A Vehicle Data Recorder (VDR) was installed on this vehicle in an attempt to gather information to assist in diagnosing the concern. No Diagnostic Trouble Codes (DTC's) were recorded on the VDR and no information was recorded to indicate that the alleged nonconformity existed. While there have been several visits for this concern, this alleged nonconformity has never been verified and no evidence has been found to indicate that this issue does, in fact, exist. Ford Motor Company believes this vehicle is operating as designed and within manufacturer's specifications. The Customer Claim Form (CCF) also indicates a combined total of 7 days down, well below the 30 presumption criteria established under California Lemon Law. With minimal days out of service and no concern duplicated, do not believe this vehicle has suffered a substantial impairment to use, value or safety. As such, we feel a denial decision is warranted in this Auto Line claim.

Documentation Provided (please check):

DOCUMENTATION PROVIDED

- ☐ Technical Service Bulletins
- ☐ Recall Notices
- ☐ Ford Field Service Engineer Report
- ☐ Dealer Report
- ☐ Other: _____

I will participate in a hearing: X By phone In writing

Form completed by: Lou Costa Date: February 12, 2013

Phone: 866-567-6518 ext 77402 Fax: 866-432-7985

Manufacturer Settlement Offer

CUSTOMER NAME: [redacted]
CASE NUMBER: FRD1311183
TODAY'S DATE:

Ford Motor Company is offering a vehicle inspection performed by a Ford factory trained Field Service Engineer with repair of any verified warrantable concerns. Upon customer satisfaction with the outcome we will provide a goodwill reimbursement of $288.29.

Lou Costa
Dispute Resolution Specialist
Ford Motor Company

BBB AUTO LINE

February 7, 2013

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Re: FRD1311183[redacted] vs Ford Motor Corporation 1FMCU0EG8CK[redacted]

Dear Madam/Sir:

As the client's attorney has indicated that his/her client is not planning to participate in an oral hearing and does not plan to allow the arbitrator to personally inspect the alleged problems with the vehicle, the case will proceed on written submissions only.

Enclosed are the following:

- *Notice of Deadline for Submissions*, which identifies the date by which arguments and evidence must be submitted to BBB AUTO LINE. Please note if we have already received your position, that will be forwarded. However, this is an opportunity to provide additional information.

- *Arbitrator Listing Sheet*, which identifies the arbitrator assigned to render a Decision in this matter.

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

Sincerely,

Edith Newton at Extension 512

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

BBB AUTO LINE

February 7, 2013

[redacted] C/O [redacted]
[redacted] SUITE [redacted]
LOS ANGELES CA [redacted]

Re: FRD1311183 [redacted] vs Ford Motor Corporation 1FMCU0EG8CK[redacted]

Dear [redacted] C/O Jessica Anvar:

This letter will confirm that you wish to present your client's case in writing rather than in an oral hearing and you have elected not to allow the arbitrator to personally inspect the alleged problems with the vehicle.

Enclosed are the following:

- *Notice of Deadline for Submissions*, which identifies the date by which arguments and evidence must be submitted to BBB AUTO LINE. Please note if we have already received your position, that will be forwarded. However, this is an opportunity to provide additional information.

- *Arbitrator Listing Sheet*, which identifies the arbitrator assigned to render a Decision in this matter.

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

Sincerely,

Edith Newton at Extension 512

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

BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [redacted],

Case Number: FRD1311183

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

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

Arbitrator Information

Arbitrator's Name: Alexander Collins, Jr.

Arbitrator's Occupation:
business litigation and employment law

Arbitrator's Biography:
Mr. Collins is presently a partner at Collins, Ritchie & Ervin, LLP, located in Sacramento, California. Mr. Collins has been a practicing attorney since graduating from law school in 2001 and has been a BBB arbitrator since 2003. While in law school, Mr. Collins took several courses in alternative dispute resolution which included the use of ADR in resolving commercial disputes, labor disputes, social disputes, and international conflicts between and among nations. Mr. Collins has extensive experience in the areas of corporate governance and employee management. Mr. Collins also has a bachelor's degree in accounting and an MBA.

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BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer [redacted],

Case Number: FRD1311183

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

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Arbitrator Information

Arbitrator's Name: Alexander Collins, Jr.

Arbitrator's Occupation:
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BBB AUTO LINE

Notice of Deadline for Submissions

Date: 02/07/13
Case Number: FRD1311183
Customer: [redacted]
Manufacturer: Ford Motor Company
Mfr-Info: 6700 CA 1FMCU0EG8C[redacted]

Arbitrator(s): Mr. Alexander Collins, Jr.

Deadline to Submit Additional Case Documentation: 02/13/13

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BBB AUTO LINE

February 7, 2013
Re:carem FRD1311183: [redacted] vs Ford Motor Corporation
1FMCU0EG8C[redacted]

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Dear Madam/Sir:

It is important that both parties provide information to the arbitrator supporting their respective positions. The BBB follows up with the customer and you to obtain your position. Please return your California Manufacturer Response Form (CAMRF) explaining the basis for the position you are taking on the case and summarizing what action you believe is appropriate for the arbitrator to make based on the facts of the case.

In addition to your arbitration position/CAMRF, please provide any other support documentation (i.e. technical service bulletins, work orders, purchase invoices, etc.) you want the arbitrator to review at the arbitration hearing. It is essential both parties submit information in sufficient time for the BBB to share the documents with the other party so each of you is given adequate time to review the other party's documents and prepare your case.

As of the date of this letter, we have yet to receive your position and support documentation. Please make sure we have your documents no later than five business days after the date of this letter.

Please contact me if you have any questions or if I may be of help.

Sincerely,

Edith Newton at Extension 512

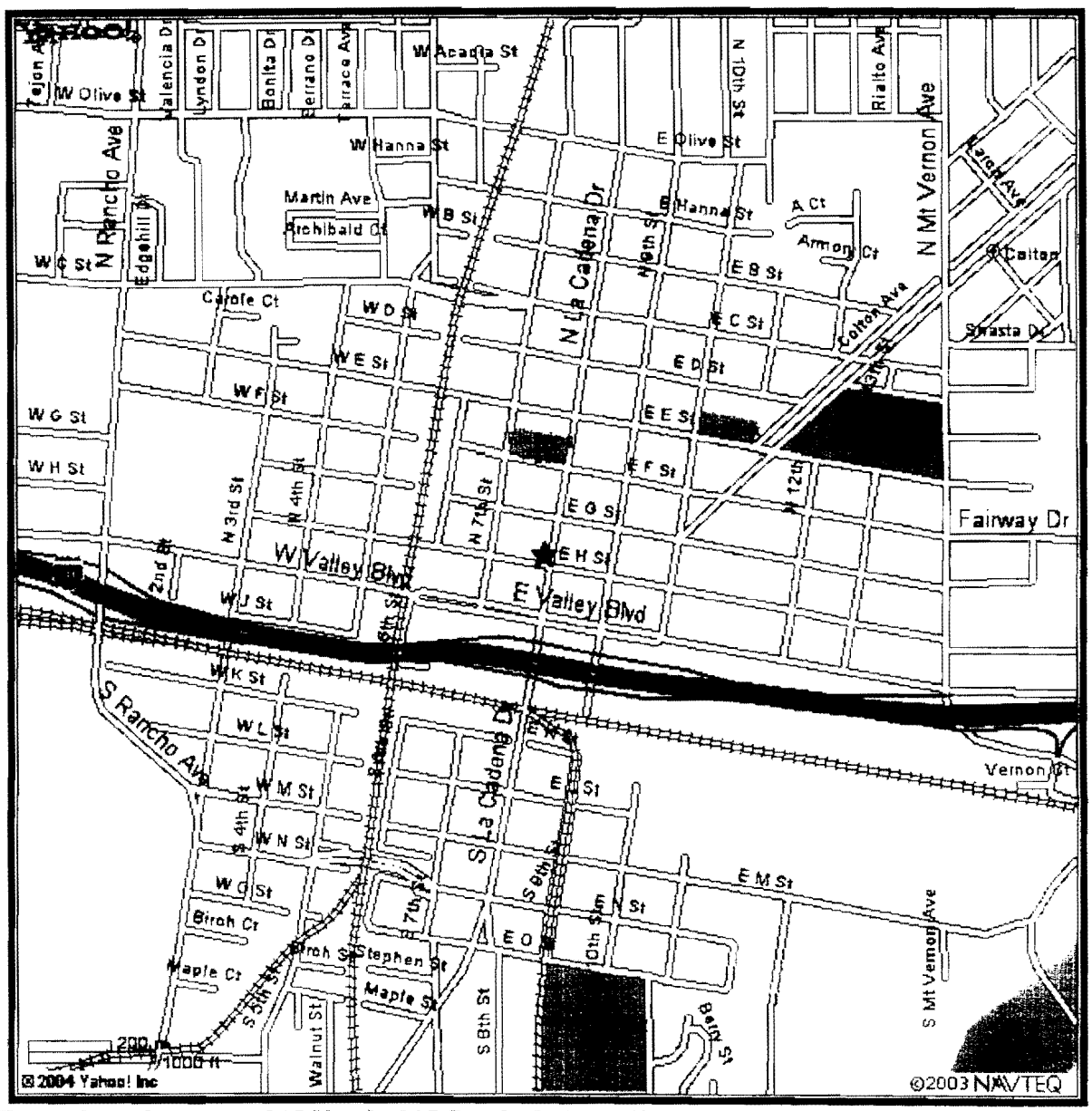
Council of Better Business Bureaus, Inc.
3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

Location of Better Business Bureau

Better Business Bureau- Colton California
Name of building (if any)

315 North La Cadena Drive Colton California
Bureau Address and City

(909) 825-0490
Bureau Phone Number (Emergencies only)



From these freeways: 215 North, 215 South, 91 East (from the 15 South or from Corona, Chino Hills) find the 10 and from either the East or the West, exit at the 9th Street (Colton) and turn North. Drive across Valley Blvd. (a signal) and drive one more block to H Street. Turn left on H Street (West). The Bureau is on the North side of the street and has ample parking at the side of the building of H Street.

BBB AUTO LINE

Consumer: [redacted]

Date: 01/30/2013

Business(es): Ford Motor Company

Arb #: FRD1311183

I swear/affirm that all evidence that I give or present concerning this dispute will be the truth, the whole truth, and [redacted]

Signed: [redacted]

Name: [redacted]

Address: [redacted] Canoga Park Ca [redacted]

Signed: _____

Name: _____

Address: _____

Signed: _____

Name: _____

Address: _____

Signed: _____

Name: _____

Address: _____

Sworn before me this _____ day of _____, 20_____

Signed: _____ (Arbitrator)

Signed: _____ (Arbitrator)

Signed: _____ (Arbitrator)

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

Shainfeld & Anvar PC

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

www.shainfeldanvar.com

January 31, 2013

VIA FACSIMILE ONLY: (703) 247-9700

Attn: Linda Fernandez
BBB Auto Line
4200 Wilson Blvd., Suite 800
Arlington, VA 22203

Re: [redacted] v. Ford Motor Company

Dear Ms. Fernandez:

Please find enclosed the corresponding documents for the above-referenced case. Please contact me directly for any further information needed and/or questions regarding this matter. Thank you.

Very truly yours,

Glenda Flores Legal Assistant to,
Jessica Anvar & Brett Shainfeld

JFA:as
Enclosures
Beers_F-U Letter to BBB With Requested Docs_1.24.13.wpd

MANUFACTURER RESPONSE FORM
(CALIFORNIA ARBITRATION POSITION STATEMENT)

Case Number: FRD1311183

Customer Name: [redacted]

Probable Hearing Location: Placentia

Vehicle: 2012 Escape

VIN: 1FMCU0EG8CK[redacted]

Manufacturer's Position:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Documentation Provided (please check):

- ☐ Technical Service Bulletin(s)
- ☐ Recall Notice(s)
- ☐ Vehicle Repair Records
- ☐ Purchase/Lease documentation
- ☐ Other: _____

The manufacturer's position and documentation will be furnished to the customer and the arbitrator prior to a hearing in this case.

I will participate in a hearing ☐ By phone ☐ In person ☐ In writing

Form completed by: _____ Date:___/___/___

Future Contact: _____

Phone: _____ Fax: _____

Please return this form as soon as possible to: BBB AUTO LINE

Fax: 703.247.9700

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

BBB AUTO LINE

January 30, 2013
Re:w-ca2 FRD1311183[redacted] vs Ford Motor Corporation
1FMCU0EG8CK[redacted]

SHAINFELD & ANVAR PC
12304 SANTA MONICA BLVD SUITE 221
LOS ANGELES CA 90025

Dear Jessica Anvar:

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

Enclosed please find the following information:

* *How BBB AUTO LINE Works* – This booklet explains how to use our program and the steps you must take to enable us to investigate and process your dispute. It also explains the information that will be considered in deciding your dispute, your rights in providing information that will be considered in arbitration, and the time periods in which your case will be handled. The booklet contains the arbitration rules, which set out the remedies that may be awarded in BBB AUTO LINE.
* *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. **PLEASE NOTE: Per Rule 2D of the BBB AUTO LINE Arbitration Rules, 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 14 days from the date of this letter, this case will be closed.**
* *Oath of Participant* – Please complete this form and return it to us so that it is received within fourteen days from the date of this letter.

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

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

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

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

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

___ Repair orders relating to the complaints(s)
___ The vehicle's current registration
___ The purchase contract or lease agreement
___ Other: _____

If the arbitrator decides a repurchase or replacement is the appropriate remedy, the arbitrator will need accurate information about the vehicle's purchase price as well as any collateral costs, incidental charges and other expenses that your client seeks. Please submit an itemization of those fees, along with supporting information/documentation.

As stated above, a completed and signed *Customer Claim Form* is required for your claim to proceed to arbitration. In addition, 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.

If you would like more information about our program, you may request a free copy of our written *Operating Procedures*.

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

BBB AUTO LINE

January 30, 2013

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Re: FRD1311183[redacted] vs Ford Motor Corporation 1FMCU0EG8CK[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.
3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

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

BBB AUTO LINE must receive your written position and supporting documents no later than close of business 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

15505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2164
OPEN MON.-FRI. 7:00 AM TO 6:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # AC011208 - BAR # RC011208 - BAR # AC246639

[redacted]
Canoga Park, CA[redacted]
Phone[redacted] Phone (W): (818)
Phone[redacted] Phone Oth: (818)
Year/Make/Model: 2012 Ford Escape
VIN: 1FMCU0EG8 CK[redacted]
License Number:
Stock Number: 122570 Mileage In: 10710
Tag Number: [redacted] Mileage Out: 10805

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

Invoice Number
663291
Printed: 12/14/2012 6:11 PM
Copy # 1
Date Opened: 12/13/12
Date Notified: 12/14/12
Date Delivered:

Original Estimate: $ 0.00 Original Estimate: 12/13/12

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

Description	Hrs or Qty	List	Ext. Total	Grand Total
1. Customer Concern				
Customer States as getting off the fwy, made a left turn, 50 yds later when coming to a stop car shut off.				
1 – Cause/Action to Take				
NO PROBLEM FOUND				
1 – Correction/Action Taken				
TEST DRIVEN VEHICLE 95 MILES TO VERIFY CONCERN, UNABLE TO DUPLICATE. NO PROBLEM FOUND AT THIS TIME.				0.00
Sub Total Parts				Warranty
SubTotal Job # 1				Warranty
2. Customer Concern				
Tires Inflated to (PSI)				
LEFT FRONT 35 LEFT REAR 35				
RIGHT FRONT 35 RIGHT REAR 35				
1 – Cause/Action to Take				
TPCHECK - ..				
1 – Correction/Action Taken				
Tire Pressure check completed				0.00
Sub Total Parts				Warranty
SubTotal Job # 2				Warranty

List of RO Jobs for: Gregory Beers 2012 Ford Escape VIN =

RO Number	***652910***	***CAUSE
Job Number	1	NO PROBLEM FOUND
Job Code		***CONCERN
Department	SVC	Customer States car stalls when coming to a stop
Tech ID	91964	***CORRECTION
Mileage	9,223	PERFORMED ALL DIAG TEST-UNSABLE TO VERIFY CONCERN AT THIS TIME.
Date	OCT 5 12	
ASM	91700	

RO Number	***652910***	***CAUSE
Job Number	2	..
Job Code	TPCHECK	***CONCERN
Department	SVC	Tires Inflated to (PSI)
Tech ID		LEFT FRONT__35____ LEFT REAR ___35____
Mileage	9,223	RIGHT FRONT__35____ RIGHT REAR___35____
Date	OCT 5 12	***CORRECTION
ASM	91700	Tire Pressure check completed

RO Number	***652910***	***CAUSE
Job Number	3	RENTAL
Job Code	RENTAL	***CONCERN
Department	SVC	CUSTOMER IN RENTAL VEHICLE..RENTAL INT SERVICE..RA#F0211037
Tech ID		***CORRECTION
Mileage	9,223	CUSTOMER IN RENTAL VEHICLE
Date	OCT 5 12	
ASM	91700	

No recommendations were made for this Repair Order

RO Number	***644109***	***CAUSE
Job Number	1	CC
Job Code		***CONCERN
Department	SVC	Customer States CAR STALLS WHEN COMING TO A STOP....INSTALL FLIGHT RECORDER. CUSTOMER TO BRING BACK 08/24
Tech ID		***CORRECTION
Mileage	7,695	NO INSTANCES PRESENT.CUSTOMER RETURNED SLIGHT RECORDER.
Date	AUG 9 12	
ASM	91700	

RO Number	***644109***	***CAUSE
Job Number	2	..
Job Code	TPCHECK	***CONCERN
Department	SVC	Tires Inflated to (PSI)
Tech ID		LEFT FRONT__35____ LEFT REAR __35____
Mileage	7,695	RIGHT FRONT__35____ RIGHT REAR__35____
Date	AUG 9 12	***CORRECTION
ASM	91700	Tire Pressure check completed

No recommendations were made for this Repair Order

RO Number	***638200***	***CAUSE
Job Number	1	MAINTENANCE
Job Code	1STWORKS	***CONCERN
Department	SVC	PERFORM COMPLIMENTARY 1ST SERVICE. LUBE
Tech ID	91968	***CORRECTION
Mileage	6,546	PERFORMED COMPLIMENTARY 1ST SERVICE
Date	JUL 3 12	CHANGED ENGINE OIL AND FILTER
ASM	91700	ROTATED TIRES
		INSPECTED FRONT AND REAR BRAKES

List of RO Jobs for: Gregory Beers 2012 Ford Escape VIN =

PERFORMED MULTI POINT INSPECTION

No recommendations were made for this Repair Order

RO Number	*638201*
Job Number	1
Job Code	
Department	SVC
Tech ID	
Mileage	6,546
Date	JUL 3 12
ASM	91700

***CAUSE
NO PROBLEM FOUND
***CONCERN
Customer States car stalls when coming to a stop after driving for 20mins, dies completelet like just turning off the car
***CORRECTION
NO CODES IN PCM ROAD TESTED VEHICLE AFTER 10MIN HOT SOAK UNBLA TO DUPLICATE CONCERN,RAN OASIS NO INFO

RO Number	*638201*
Job Number	2
Job Code	TPCHECK
Department	SVC
Tech ID	
Mileage	6,546
Date	JUL 3 12
ASM	91700

***CAUSE
***CONCERN
Tires Inflated to (PSI)
LEFT FRONT___35___ LEFT REAR ____35___
RIGHT FRONT___35___ RIGHT REAR____35___
***CORRECTION
Tire Pressure check completed

No recommendations were made for this Repair Order

RO Number	*638200*
Job Number	2
Job Code	GBATT
Department	SVC
Tech ID	
Mileage	6,546
Date	JUL 3 12
ASM	91700

***CAUSE
MAINTENANCE
***CONCERN
PERFORM BATTERY TEST
***CORRECTION
BATTERY PASSES LOAD TEST

No recommendations were made for this Repair Order

RO Number	*638201*
Job Number	3
Job Code	RENTAL
Department	SVC
Tech ID	
Mileage	6,546
Date	JUL 3 12
ASM	91700

***CAUSE
RENTAL
***CONCERN
CUSTOMER IN RENTAL VEHICLE
***CORRECTION
CUSTOMER IN RENTAL VEHICLE

No recommendations were made for this Repair Order

RO Number	*638200*
Job Number	3
Job Code	GBK
Department	SVC
Tech ID	
Mileage	6,546
Date	JUL 3 12
ASM	91700

***CAUSE
MAINTENANCE
***CONCERN
INSPECT BRAKES
***CORRECTION
INSPECTED BRAKES AND BRAKES HAVE 6mm OR ABOVE REMAINING

List of RO Jobs for: Gregory Beers 2012 Ford Escape VIN =

RO Number	***638200***	***CAUSE
Job Number	4	MAINTENANCE
Job Code	GTIRE	***CONCERN
Department	SVC	INSPECT TIRES AND TIRE TREAD DEPTHS
Tech ID		***CORRECTION
Mileage	6,546	INSPECTED TIRES AND ALL TIRES HAVE 6/32 AND ABOVE REMAINING
Date	JUL 3 12	
ASM	91700	

RO Number	***638200***	***CAUSE
Job Number	5	
Job Code	TPCHECK	***CONCERN
Department	SVC	Tires Inflated to (PSI)
Tech ID		LEFT FRONT___35___ LEFT REAR _____35__
Mileage	6,546	RIGHT FRONT___35___ RIGHT REAR___35____
Date	JUL 3 12	***CORRECTION
ASM	91700	Tire Pressure check completed

RO Number	***638200***	***CAUSE
Job Number	6	.....
Job Code		***CONCERN
Department	SVC	Customer States .....
Tech ID		***CORRECTION
Mileage	6,546	.....
Date	JUL 3 12	
ASM	91700	

No recommendations were made for this Repair Order

RO Number	***627160***	***CAUSE
Job Number	1	ROAD TESTED BY SHOP FOREMAN
Job Code		***CONCERN
Department	SVC	Customer States car stalls when coming to a stop, when warm, customer authorized extended test drives
Tech ID		***CORRECTION
Mileage	3,975	UNABLE TO DUPLICATE
Date	APR 23 12	
ASM	91700	

RO Number	***627160***	***CAUSE
Job Number	2	MAINTENANCE
Job Code	GBATT	***CONCERN
Department	SVC	PERFORM BATTERY TEST
Tech ID		***CORRECTION
Mileage	3,975	BATTERY PASSES LOAD TEST
Date	APR 23 12	
ASM	91700	

RO Number	***627160***	***CAUSE
Job Number	3	MAINTENANCE
Job Code	GBK	***CONCERN
Department	SVC	INSPECT BRAKES
Tech ID		***CORRECTION
Mileage	3,976	INSPECTED BRAKES AND BRAKES HAVE 6mm OR ABOVE REMAINING
Date	APR 23 12	
ASM	91700	

List of RO Jobs for: Gregory Beers 2012 Ford Escape VIN =

RO Number	***627160***	***CAUSE
Job Number	4	MAINTENANCE
Job Code	GTIRE	***CONCERN
Department	SVC	INSPECT TIRES AND TIRE TREAD DEPTHS
Tech ID		***CORRECTION
Mileage	3,975	INSPECTED TIRES AND ALL TIRES HAVE 6/32 AND ABOVE REMAINING
Date	APR 23 12	
ASM	91700	

RO Number	***627160***	***CAUSE
Job Number	5	
Job Code	TPCHECK	***CONCERN
Department	SVC	Tires Inflated to (PSI)
Tech ID		LEFT FRONT___35___ LEFT REAR ___35____
Mileage	3,975	RIGHT FRONT____35__ RIGHT REAR___35____
Date	APR 23 12	***CORRECTION
ASM	91700	Tire Pressure check completed

RO Number	***627160***	***CAUSE
Job Number	6	RENTAL
Job Code	RENTAL	***CONCERN
Department	SVC	CUSTOMER IN RENTAL VEHICLE..RENTAL INT ESP..RA#F0208032
Tech ID		***CORRECTION
Mileage	3,975	CUSTOMER IN RENTAL VEHICLE
Date	APR 23 12	
ASM	91700	

No recommendations were made for this Repair Order

RO Number	***626552***	***CAUSE
Job Number	1	RESET
Job Code		***CONCERN
Department	SVC	Customer states sync system freezes, wont respond, drops calls
Tech ID	90299	***CORRECTION
Mileage	3,840	CONFIRMED VOICE BUTTOM INOP DIAG WITH MIT TESTER NO POWER AT USB PERFORMED
Date	APR 19 12	COMPLETE MASTER RESET RETEST WITH MIT TESTER OPERATION NORMAL. PAIRED TECHS PHONE.
ASM	91700	OPERATION NORMAL.

RO Number	***626552***	***CAUSE
Job Number	2	UNABLE TO DUPLICATE
Job Code		***CONCERN
Department	SVC	Customer states veh stalls when coming to a stop, when warm, restarts fine...at times
Tech ID	90170	***CORRECTION
Mileage	3,840	TEST EEC. NO CODES IN PCM. DCL DISPLAY. DCL MONITOR RECORD. ALL PIDS NORMAL ON ROAD
Date	APR 19 12	TESTED. UNABLE TO DUPLICATE CONCERN. CHECKED FOR RAW FUEL IN EVAP LINES.
ASM	91700	

RO Number	***626552***	***CAUSE
Job Number	3	
Job Code	TPCHECK	***CONCERN
Department	SVC	Tires Inflated to (PSI)
Tech ID		LEFT FRONT___35___ LEFT REAR ___35____
Mileage	3,840	RIGHT FRONT__35____ RIGHT REAR___35____
Date	APR 19 12	***CORRECTION
ASM	91700	Tire Pressure check completed

List of RO Jobs for: Gregory Beers 2012 Ford Escape VIN =

RO Number	***626552***	***CAUSE
Job Number	4	RENTAL
Job Code	TAP	***CONCERN
Department	SVC	TRANSPORATION ASSISTANCE
Tech ID		***CORRECTION
Mileage	3,840	TRANSPORATION ASSISTANCE
Date	APR 19 12	
ASM	91700	

No recommendations were made for this Repair Order

RO Number	***240994***	***CAUSE
Job Number	1	RECHECK REQUESTED FOR DELIVERY
Job Code	PDIR	***CONCERN
Department	PDI	PERFORM PDI RECHECK
Tech ID	90026	***CORRECTION
Mileage	17	PERFORMED PDI RECHECK & CHECKED/INFLATED TIRES
Date	JAN 1 12	(PSI) right front 32, left front 32, right rear 32, left rear 32
ASM	90258	

No recommendations were made for this Repair Order

RO Number	***236990***	***CAUSE
Job Number	1	PRE DELIVERY DEPT
Job Code	PDI	***CONCERN
Department	PDI	PERFORM PRE DELIVERY INSPECTION
Tech ID	90022	***CORRECTION
Mileage	11	PERFORMED PRE DELIVERY INSPECTION
Date	OCT 25 11	
ASM	90552	

RO Number	***238990***	***CAUSE
Job Number	2	GPS
Job Code	GPVIP	***CONCERN
Department	PDI	Install Guidepoint SVL with VIP upgrade
Tech ID	90022	***CORRECTION
Mileage	11	INSTALLED GPS UNIT ESN # 207008949866
Date	OCT 25 11	
ASM	90552	

No recommendations were made for this Repair Order

Shainfeld & Anvar PC

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

www.shainfeld-anvar.com
jessica@shainfeld-anvar.com

November 7, 2012

SENT VIA U.S. MAIL ONLY

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

Re: [redacted] [redacted] **v. Ford Motor Company**
Vehicle: 2012 Ford Escape
VIN No.: 1FMCU0EG8CK[redacted]
Notice of Representation by Counsel

Dear Sir or Madam:

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

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

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

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

1. Defective engine/powertrain/safety systems as evidenced by the car stalling when coming to a stop;

2. Defective electrical system as evidenced by the SYNC system freezing, failing to respond and dropping calls; and

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

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

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

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

Very truly yours,

JESSICA F. ANVAR

JFA
Enclosure
Notice to Sue to Ford 11.7.12.wpd

Shainfeld & Anvar PC

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

www.shainfeldanvar.com

November 7, 2012

NOTICE OF LIEN

Re: [redacted] v. Ford Motor Company

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

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

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

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

Very truly yours,

JESSICA F. ANVAR

Dealer Number _____ Contract Number _____ R.O.S. Number _____ Stock Number _____

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[redacted] Canoga Park, CA [redacted] County: Los Angeles	N/A	Galpin Motors Inc 15505 Roscoe Blvd North Hills, CA 91343

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
New	2012	Ford Escape	16	1FMCU0EG8 CK[redacted]	☒ personal, family, or household ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 18,000.00
3.90 %	$ 1,685.85 (e)	$ 16,211.85	$ 17,897.40 (e)	$ 35,897.40 (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
N/A Payments	N/A	Monthly, Beginning N/A
59 Payments	298.29	Monthly, Beginning 02/14/2012
One Final Payment	298.29	01/14/2017

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment: If you pay off early, you may not be entitled to a refund of part of the finance charge.
Security Interest: You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information, including information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties, late charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price		$ 28,764.30 (A)
A. Cash Price of Motor Vehicle and Accessories		
1. Cash Price Vehicle		$ 28,764.30
2. Cash Price Accessories		$ N/A
3. Other (Nontaxable)		
Describe N/A		$ N/A
Describe N/A		$ N/A
B. Document Preparation Fee (not a governmental fee)		$ 55.00 (B)
C. Smog Fee Paid to Seller		$ N/A (C)
D. (Optional) Theft Deterrent Device (to whom paid)	GPSI LLC	$ 895.00 (D)
E. (Optional) Theft Deterrent Device (to whom paid)	N/A	$ N/A (E)
F. (Optional) Theft Deterrent Device (to whom paid)	N/A	$ N/A (F)
G. (Optional) Theft Deterrent Device (to whom paid)	N/A	$ N/A (G)
H. (Optional) Vehicle Protection Product (to whom paid)	N/A	$ N/A (H)
I. Sales Tax (on taxable items of A through H)		$ 2,502.58 (I)
J. Optional DMV Electronic Filing Fee		$ 29.00 (J)
K. (Optional) Service Contract (to whom paid)	Ford Motor Co	$ 1785.00 (K)
L. (Optional) Service Contract (to whom paid)	N/A	$ N/A (L)
M. (Optional) Service Contract (to whom paid)	N/A	$ N/A (M)
N. (Optional) Service Contract (to whom paid)	N/A	$ N/A (N)
O. (Optional) Service Contract (to whom paid)	N/A	$ N/A (O)
P. (Optional) Service Contract (to whom paid)	N/A	$ N/A (P)
Q. (Optional) Gap Contract (to whom paid)	N/A	$ N/A (Q)
R. (Optional) Used Vehicle Contract Cancellation Option Agreement		$ N/A (R)

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

		Term	Premium
$ N/A	Ded. Comp., Fire & Theft	N/A	$ N/A
$ N/A	Ded. Collision	N/A	$ N/A
Bodily Injury $ N/A	Limits	N/A	$ N/A
Property Damage $ N/A	Limits	N/A	$ N/A
Medical N/A		N/A	$ N/A
N/A		N/A	$ N/A
Total Vehicle Insurance Premiums			$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not [redacted]

Buyer X [redacted]
Co-Buyer X N/A
Seller X N/A

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.		$ N/A
Credit Disability	N/A Mos.		$ N/A
Total Credit Insurance Premiums			$ N/A

Insurance Company Name N/A
Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the [redacted]

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have [redacted] (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more [illegible]

R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (R)

S. Other (to whom paid) $ N/A (S)
For N/A

Total Cash Price (A through S) $ 33,910.30 (1)

2. Amounts Paid to Public Officials
A. License Fees $ 192.00 (A) Estimated
B. Registration/Transfer/Titling Fees $ 100.00 (B) Estimated
C. California Tire Fees $ 8.75 (C)
D. Other N/A $ 0.00 (D)
Total Official Fees (A through D) $ 300.75 (2)

3. Amount Paid to Insurance Companies
(Total premiums from Statement of Insurance column a + b) $ N/A (3)

4. ☐ Smog Certification or ☐ Exemption Fee Paid to State $ N/A (4)

5. Subtotal (1 through 4) $ 34,211.55 (5)

6. Total Downpayment
A. Agreed Trade-In Value Yr. N/A Make N/A $ N/A (A)
Model N/A Odom N/A
VIN N/A
B. Less Prior Credit or Lease Balance $ N/A (B)
C. Net Trade-In (A less B) (indicate if a negative number) $ N/A (C)
D. Deferred Downpayment $ N/A (D)
E. Manufacturer's Rebate $ 3,000.00 (E)
F. Other N/A $ N/A (F)
G. Cash $ 15,000.00 (G)
Total Downpayment (C through G) $ 18,000.00 (6)
(If negative, place zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. Amount Financed (5 less 6) $ 16,211.55 (7)

disability insurance only if you are working for wages or profit 30 hours a week or more.

Date (8) Do the Buyer and Co-Buyer [illegible] disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS. (Refer to "Total Disabilities Not Covered" in your policy for details).
You want to buy the credit insurance.

N/A X N/A N/A
Date Buyer Signature Age

N/A X N/A N/A
Date Co-Buyer Signature Age

OPTIONAL GAP CONTRACT A gap contract (lease cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1K of the [illegible] contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A
Name of Gap Contract
I want to buy a gap contract.
Buyer Signs X N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.

1K Company FORD MOTOR CO
Term 72 Mos. or 100000 Miles
1L Company N/A
1M Company N/A
Term N/A Mos. or N/A Miles
1N Company N/A
Term N/A Mos. or N/A Miles
1O Company N/A
Term N/A
Buyer X [redacted]

[redacted]
Proceeds of Loan From N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in N/A
Installments of $ N/A $ N/A
from this Loan is shown in Item 8D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:
☐ **Name of autobroker receiving fee, if applicable:**
N/A

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. [redacted]
Buyer Signs X [redacted]
Co-Buyer Signs X N/A

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on [redacted] or is unable to assign this contract to a financial institution will apply.
[redacted] X N/A
Co-Buyer

PTION: ☐ You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before N/A, Year N/A SELLER'S INITIALS N/A

[redacted] THE EVENT OF AN ACCIDENT. YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR PRESENT POLICY MAY N[redacted]GE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE [redacted]
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE B[redacted]ESE PUBLIC LIABILITY TERMS AND CONDITIONS.
S/S X [redacted] X N/A

[redacted] Buyer Signature X [redacted] Co-Buyer Signature X

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning the sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, [illegible]
After this contract is signed, the Buyer cannot be charged for [illegible] or payment terms unless you agree in writing to the change. You do not have to agree to any change.

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before _____, Year _____ SELLER'S INITIALS N/A

THE MINIMUM PUBLIC LIABILITY [redacted] WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR [illegible]

[illegible] PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE [illegible] THROUGH THE SELLING DEALER, HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE YOU SHOULD CONTACT YOUR INSURANCE AGENT.

[redacted] THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X [redacted] X _____

Payoff [redacted] vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund th[redacted] contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund due from the Seller.

Buyer Signature X [redacted] Co-Buyer Signature X _____

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X [redacted] Co-Buyer Signature X _____

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

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehic[redacted]w. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X [redacted] Date _____ Co-Buyer Signature X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date _____ Guarantor X _____ Date _____
Address _____ Address _____

Seller Signs _____ Date _____ By X _____ Title _____

FORM NO. 553-CA-ARB (REV. 1/10) U.S. PATENT NO. D450,762
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DEALER COPY

BBB AUTO LINE
Customer Claim Form

Case number: FRD1311183
Contact date: 01/18/13
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: LOS ANGELES State: CA Zip code: [redacted]

Day phone: ([redacted] Evening phone: Cell phone:

Fax: E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: Escape Year: 2012 Current mileage: 0

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , , CA

Primary Servicing dealer/city/state: GALPIN FORD, NORTH HILLS CA

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 12/31/11 Mileage at purchase/lease: 16

First repair attempt date: 4/19/12 First repair attempt mileage: ~~0~~ 3840

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles registered in California by vehicle owner/lessee: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Repurchase of vehicle plus payment of Attorney's Fees and cost.

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

VEHICLE INDENTIFICATION NUMBER 1 F M C U 0 E G 2 C K [redacted]

Lienholder/Leasing Company N/A Cash paid for. **Phone Number** (805) 584 8058

CACCF

Case Number: FRD1311183

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Car stalls when coming to a stop when warm	Galpin Motors Inc	1	9/14/12, 3840, 1 day	yes
Car stalls when coming to a stop when warm	Galpin Motors Inc.	1	4/23/12, 3975, 1 day	yes
Car stalls when coming to a stop and after driving 20 min	Galpin motors Inc.	1	9/3/12, 6546, 1 day	yes
car stalls when coming to a stop	Galpin motors Inc.	1	8/9/12, 7695, 1 day	yes
Car stalls when coming to a stop.	Galpin Motors Inc.	1	10/5/12, 9223, 1 day	yes
car turned off when coming at 50 yards later when coming to a stop	Galpin motors Inc.	1	12/13/12, 10710, 2 days.	yes

Total days out of service for all problems: ___ ___

Signature of Titled Owner(s) [redacted] Date 1-23-2013

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

Shainfeld & Anvar PC

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

www.shainfeldanvar.com

January 24, 2013

VIA FACSIMILE ONLY: (703) 247-9700

FRD1311183

Attn: Linda Fernandez
BBB Auto Line
4200 Wilson Blvd., Suite 800
Arlington, VA 22203

Re: [redacted] v. Ford Motor Company

Dear Ms. Fernandez:

Please find enclosed the corresponding documents for the above-referenced case. My client's written position has been stated in his initial application. He requests a repurchase of replacement of the subject vehicle pursuant to California's Lemon Law based on defects and non-conformities with this vehicle. In all cases involving Shainfeld & Anvar, PC, our clients stand on their positions outlined in their initial BBB application. The attorney assigned to this case is Jessica Anvar. Thank you.

Please contact me directly for any further information needed and/or questions regarding this matter. Thank you.

Very truly yours,

Glenda Flores Legal Assistant to,
Jessica Anvar & Brett Shainfeld

JFA:as
Enclosures
F-U Letter to BBB With Requested Docs_1.24.13.wpd

Shainfeld & Anvar PC

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

www.shainfeld-anvar.com

FACSIMILE COVER SHEET

January 24, 2013

To: Linda Fernandez	**From: Glenda Flores legal assistant to Shainfeld & Anvar. PC**
Firm: BBB Auto Claim	**Shainfeld & Anvar. PC Fax No: (877) 566-8828**
Fax No: (703) 247-9700	**Sent by Facsimile and U.S. Mail: Yes [ ] No [x]**
Re: [redacted] v. Ford Motor Company	**# of pages (including cover): 15**

COMMENTS

Please see attached.

CONFIDENTIALITY NOTE

The information in this facsimile transmission is legally privileged and confidential intended only for the use of the individual or entity named above. If the receiver of this transmission is not the intended recipient, you are hereby notified that any use, dissemination, distribution or copy of this transmission is strictly prohibited. If you have received this in error, please call.

If you do not receive all pages, please call (310) 442-1410

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

1. Review and sign the ***Customer Claim Form (CCF)***. If any information is missing or incorrect, please write the corrections or additions directly on the form. Please print or verify your VIN (Vehicle Identification Number) and lienholder or leasing company information on the bottom of the first page and complete the grid on the second page. You may attach additional sheets if the grid does not provide enough space. Please list *all* of your problems on the grid (do not write "see attached repair orders" instead of listing your problems).

2. Make one *clear* **copy** of the following documents, preferably on 8.5" X 11" standard paper:

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

Please do not send originals. You may wish to make a complete set of copies for your file before mailing.

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

IMPORTANT NOTE: We will never request your Social Security Number or other sensitive financial information unrelated to your vehicle's purchase or lease (e.g., bank account numbers). For your security, please redact (black out) any such information from your documents before sending.

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

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

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

BBB AUTO LINE
Customer Claim Form

Case number:	FRD1311183
Contact date:	01/18/13
Start date:	

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

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted] C/O JESSICA ANVAR

Mailing address: [redacted]

City: LOS ANGELES State: CA Zip code [redacted]

Day phone: [redacted] Evening phone: Cell phone:

Fax: E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: Escape Year: 2012 Current mileage: 0

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , , CA

Primary Servicing dealer/city/state: GALPIN FORD, NORTH HILLS CA

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: Mileage at purchase/lease:

First repair attempt date: First repair attempt mileage: 0

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles registered in California by vehicle owner/lessee: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

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

VEHICLE INDENTIFICATION NUMBER _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Lienholder/Leasing Company _____ **Phone Number** _____

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example:				
A/C won't cool properly	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day**	**yes**

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

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

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

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

BBB AUTO LINE

January 22, 2013

[redacted]
LOS ANGELES CA[redacted]

Re: FRD1311183[redacted] vs Ford Motor Corporation

Dear[redacted]:

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

Please review the information outlined below:

* *Completing Your BBB AUTO LINE Claim* - Please read this document first. It explains what you need to do to start your claim.

* *How BBB AUTO LINE Works (California)* - This brochure explains how to use the program, the steps for you to follow to enable us to process your dispute, the eligibility requirements, and the remedies available through the program.

* *Customer Claim Form (CCF)* - Information we have on file regarding your complaint is recorded on the *CCF*. Please verify the accuracy of the information and make any necessary changes and additions. Please provide the Vehicle Identification Number (VIN).

Please note that Rule 3 of the How BBB AUTO LINE Works (California) brochure is amended to add the following remedies that may be awarded by the arbitrator:

- A Ford Extended Service Plan (ESP)

If you would like more information about our program, you may request a free copy of our written *Operating Procedures*.

BBB AUTO LINE staff are here to help you and Ford resolve your concerns. Please call me at (800)955-5100 if you have any questions.

Sincerely,

Linda Fernandez at Extension 202

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

CONSUMER AFFAIRS
SECTION

12 NOV -9 P1:09

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

www.shainfeld-anvar.com
jessica@shainfeld-anvar.com

November 7, 2012

SENT VIA U.S. MAIL ONLY

RECEIVED
NOV 13 2012

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

Re: [redacted] **v. Ford Motor Company**
Vehicle: 2012 Ford Escape
VIN No.: 1FMCU0EG8CK[redacted]
Notice of Representation by Counsel

Dear Sir or Madam:

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

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

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

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

1. Defective engine/powertrain/safety systems as evidenced by the car stalling when coming to a stop;

2. Defective electrical system as evidenced by the SYNC system freezing, failing to respond and dropping calls; and

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

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

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

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

Very truly yours,

JESSICA F. ANVAR

JFA
Enclosure
Notice to Sue to Ford 11.7.12.wpd

Shainfeld & Anvar PC

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

www.shainfeldanvar.com

November 7, 2012

NOTICE OF LIEN

Re: [redacted] v. Ford Motor Company

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

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

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

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

Very truly yours,

JESSICA F. ANVAR

[redacted]

1/22/13

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
FILED
2013 JAN 17 PM 1:41
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY ANASTASIA AFANASIEVA
DEPUTY

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
FORD MOTOR COMPANY; and DOES 1 through 50, Inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
CAROL BERGER, an individual; and HARRY BERGER, an individual

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

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

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

File by Fax

The name and address of the court is:
(El nombre y dirección de la corte es): Modesto Central- Civil Division
801 10th Street, 4th Floor
Modesto, CA

CASE NUMBER:
(Número del Caso): 680798

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Brett Shainfeld;Shainfeld & Anvar, PC;12304 Santa Monica Blvd.,#221;Los Angeles,CA 90025;310-442-1410

DATE: *(Fecha)* JAN 17 2013 Clerk, by *(Secretario)* ANASTASIA AFANASIEVA, Deputy *(Adjunto)*

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

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☒ on behalf of *(specify)*: Ford Motor Company
   under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify)*:
4. ☐ by personal delivery on *(date)*:

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Brett Shainfeld, SBN #245093
Shainfeld & Anvar, PC
12304 Santa Monica Blvd., Suite 221
Los Angeles, CA 90025
TELEPHONE NO.: 310-442-1410 FAX NO.:
ATTORNEY FOR (Name): Plaintiffs CAROL BERGER & HARRY BERGER

FOR COURT USE ONLY

FILED
2013 JAN 17 PM 1:41
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY ANASTASIA AFANASIEVA DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Stanislaus
STREET ADDRESS: 801 10th Street, 4th Floor
MAILING ADDRESS: Same
CITY AND ZIP CODE: Modesto, CA 95354
BRANCH NAME: Modesto Central- Civil Division

CASE NAME:
Carol Berger and Harry Berger v. Ford Motor Company

CASE NUMBER: 00798
JUDGE:
DEPT:

CIVIL CASE COVER SHEET

[✓] **Unlimited** (Amount demanded exceeds $25,000)
[ ] **Limited** (Amount demanded is $25,000 or less)

Complex Case Designation

[ ] **Counter** [ ] **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1–6 below must be completed (see instructions on page 2).

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

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [✓] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition *(not specified above)* (43)

File by Fax

2. This case [ ] is [✓] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [✓] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action *(specify)*: Four (4)
5. This case [ ] is [✓] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: January 16, 2013

BRETT SHAINFELD
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME, ADDRESS, PHONE, BAR NUMBER)	FOR COURT USE ONLY
BRETT SHAWFELD, SBN #245093 12304 SANTA MONICA BLVD., STE. 221 LOS ANGELES CA 90025 PHONE: (310)442-1410 FAX: (877)566-8828 Attorney for: PLAINTIFFS CAROL BERGER & HARRY BERGER	FILED 2013 JAN 17 PM 1:41 CLERK OF THE SUPERIOR COURT COUNTY OF STANISLAUS ANASTASIA AFANASIEVA DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS Street Address: City Towers Bldg., 801 10th St, 4th Floor, Modesto, CA 95354 Civil Clerk's Office: 801 10th Street, 4th Floor, Modesto, CA 95354	
Plaintiff/Petitioner: CAROL BERGER & HARRY BERGER **Defendant/Respondent:** FORD MOTOR COMPANY	
NOTICE OF CASE MANAGEMENT CONFERENCE	CASE NUMBER: 680798

File by Fax

1. NOTICE is given that a **Case Management Conference** has been scheduled as follows:

Date: 6-3-13 Time: 3:00 AM/PM

This case is assigned to Judge WILLIAM A. MAYHEW, Dept 21, for all purposes, including trial.

*Departments 21 & 22 are located at 801 10th Street, 6th Floor, Modesto, CA 95354

*Departments 23 & 24 are located at 801 10th Street, 4th Floor, Modesto, CA 95354

All filings shall be filed in the Clerk's Office at the City Towers, 4th Floor address.

You have 30 calendar days to file a written response with this court after the legal papers and the summons were served on you. You must also serve a copy of your written response on the plaintiff.

2. You must file and serve a completed *Case Management Conference Statement* at least **fifteen (15) calendar days** before the case management conference.
3. You must be familiar with the case and be fully prepared to participate effectively in the case management conference.
4. At the case management conference the Court may make pretrial orders, including the following:
   a. An order establishing a discovery schedule.
   b. An order referring the case to arbitration.
   c. An order dismissing fictitious defendants.
   d. An order scheduling exchange of expert witness information.
   e. An order setting subsequent conferences and the trial date.
   f. Other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.).

Date: JAN 17 2013 by ANASTASIA AFANASIEVA Deputy Clerk

–SANCTIONS–

If you do not file the *Case Management Statement* required by local rule, or attend the case management conference or participate effectively in the conference, the court may impose sanctions (including dismissal of the case, striking of the answer, and payment of money).

CV003 Mandatory Form 11/10

Rule 3.110. Time for Service of Complaint, Cross-Complaint, and Response

(a) [Application] This rule applies to the service of pleadings in civil cases except for collection cases under Rule 3.740 (a), Unlawful detainer actions, proceedings, under the Family Code, and other proceedings for which different service requirements are prescribed by law.

(b) [Service of complaint] The complaint must be served on all named defendants and proofs of service on those defendants must be filed with the court within 60 days after the filing of the complaint. When the complaint is amended to add a defendant, the added defendant must be served and proof of service must be filed within 30 days after the filing of the amended complaint.

(c) [Service of cross-complaint] A cross-complaint against a party who has appeared in the action must be accompanied by proof of service of the cross-complaint at the time it is filed. If the cross-complaint adds new parties, the cross-complaint must be served on all parties and proofs of service on the new parties must be filed within 30 days of the filing of the cross-complaint.

(d) [Timing of responsive pleadings] The parties may stipulate without leave of court to one 15-day extension beyond the 30-day time period prescribed for the response after service of the initial complaint.

(e) [Modification of timing: application for order extending time] The court, on its own motion or on the application of a party, may extend or otherwise modify the times provided in (b) - (d). An application for a court order extending the time to serve a pleading must be filed before the time for service has elapsed. The application must be accompanied by a declaration showing why service has not been completed, documenting the efforts that have been made to complete service, and specifying the date by which service is proposed to be completed.

(f) [Failure to serve] If a party fails to serve and file pleadings as required under this rule, and has not obtained an order extending time to serve its pleadings, the court may issue an Order to Show Cause why sanctions shall not be imposed.

(g) [Request for entry of default] If a responsive pleading is not served within the time limits specified in this rule and no extension of time has been granted, the plaintiff must file a request for entry of default within 10 days after the time for service has elapsed. The court may issue an Order to Show Cause why sanctions should not be imposed if the plaintiff fails to timely file the request for the entry of default.

(h) [Default judgment] When a default is entered, the party who requested the entry of default must obtain a default judgment against the defaulting party within 45 days after the default was entered, unless the court has granted an extension of time. The court may issue an Order to Show Cause why sanctions should not be imposed if that party fails to obtain entry of judgment against a defaulting party or to request an extension of time to apply for a default judgment within that time.

(i) [Order to Show Cause] Responsive papers to an Order to Show Cause issued under this rule must be filed and served at least 5 calendar days before the hearing.

Brett Shainfeld, SBN 245093
Jessica F. Anvar, SBN 250610
SHAINFELD & ANVAR, PC
12304 Santa Monica Blvd., Suite 221
Los Angeles, CA 90025
Tel: (310) 442-1410
Fax: (877) 566-8828

FILED
2013 JAN 17 PM 1:41
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY _____
ANASTASIA AFANASIEVA DEPUTY

Attorneys for Plaintiffs, CAROL BERGER and HARRY BERGER

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

CAROL BERGER, an individual; and HARRY BERGER, an individual Plaintiffs, vs. FORD MOTOR COMPANY; and DOES 1 through 50, Inclusive, Defendants.	CASE NO. 680798 UNLIMITED JURISDICTION **COMPLAINT FOR DAMAGES** **1. Breach of Written Warranty Pursuant to Magnuson-Moss Warranty Act;** **2. Breach of Implied Warranty Pursuant to Magnuson-Moss Warranty Act;** **3. Breach of Express Warranty Pursuant to Song-Beverly Consumer Warranty Act; and** **4. Breach of Implied Warranty Pursuant to Song-Beverly Consumer Warranty Act.** **DEMAND FOR JURY TRIAL**

TO THE HONORABLE COURT AND DEFENDANTS HEREIN:

COMES NOW Plaintiffs, CAROL BERGER, an individual, and HARRY BERGER, an individual (hereinafter collectively referred to as "Plaintiffs") for causes of action against manufacturer FORD MOTOR COMPANY; and DOES 1 through 50, inclusive, and alleges as follows:

This case has been assigned to Judge WILLIAM A. MAYHEW
Department 21 ... including Tri...

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TELEPHONE (310) 442-1410

PE13-003.4 000123LC

GENERAL ALLEGATIONS

1. The true names and/or capacities, whether individual, corporate, associate, or otherwise, of defendants DOES 1 through 50, inclusive, and each of them, are unknown to Plaintiffs, who therefore sues said defendants by such fictitious names. Plaintiffs are informed and believes, and thereupon alleges, that each of the defendants fictitiously named herein as a DOE is legally responsible, negligently or in some other actionable manner, for the events and happenings hereinafter referred to, and thereby proximately caused the injuries and damages to Plaintiffs as hereinafter alleged. Plaintiffs will seek leave of Court to amend this Complaint and state the true names and/or capacities of said fictitiously named defendants when the same has been ascertained.

2. Plaintiffs are informed and believe, and thereupon allege, that at all times mentioned herein, defendants, and each of them, including DOES 1 through 50, inclusive, and each of them, were the agents, servants, employees, and/or joint venturers' of their co-defendants, and each was, as such, acting within the course, scope, and authority of said agency, employment, and/or venture, and that each and every defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring of each and every other defendant as an agent, employee, and/or joint venture.

3. Plaintiffs, CAROL BERGER and HARRY BERGER, is, and at times mentioned herein were, residents of the County of Stanislaus, State of California.

4. Plaintiffs are informed and believe and thereupon allege that at all times mentioned herein, that Defendant, manufacturer FORD MOTOR COMPANY (hereinafter "Manufacturer") is a corporation authorized to do business in the State of California and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying, and selling written warranties to the public at large through a system of authorized dealerships. Manufacturer does business in all counties in the state of California.

5. On or about August 31, 2012, Plaintiffs purchased a 2011 Ford Escape (hereinafter "FORD"), manufactured by Manufacturer, with corresponding Vehicle

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Identification Number 1FMCU9DG1CKC54625, for valuable consideration.

6. The price of the FORD, including sales tax, registration charges, document fees and other collateral charges, such as finance charges, totaled approximately $46,500.00.

7. In consideration for the purchase of the FORD, manufacturer issued and supplied several written warranties, including a three (3) year/36,000 mile warranty, as well as other standard warranties outlined in the Manufacturer's Warranty Booklet.

8. On or about August 31, 2012, Plaintiffs took possession of the FORD and shortly thereafter experienced the various defects listed below that substantially impaired the use, safety and/or value of the FORD.

9. The defects listed below violate the express written warranties issued by Manufacturer, as well as the implied warranty of merchantability.

10. Plaintiffs brought the FORD to authorized service dealerships of Manufacturer for various defects, including, but not limited to the following:

a. Defective engine as evidenced by vehicle using more gas than it should;

b. Defective fuel system as evidenced by vehicle using more gas than it should;

c. Defective braking/safety system as evidenced by the vehicle requiring more force than necessary to stop the vehicle;

d. Defective body/engine as evidenced by a foul smell in vehicle;

e. Defective air conditioning system as evidenced by a foul smell in vehicle;

f. Defective engine as evidenced by vehicle losing power; and

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

11. Plaintiffs provided Manufacturer through authorized dealers sufficient opportunity to repair the FORD.

12. Manufacturer, through its authorized dealers were unable and/or failed to

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repair the FORD within a reasonable number of attempts.

13. Said defects have substantially impaired the safety, use and or value of the FORD.

14. Said defects could not have been discovered by Plaintiffs prior to Plaintiffs' acceptance of the FORD.

15. As a result of said defects, Plaintiffs revoked acceptance of the FORD in writing on October 22, 2012

16. At the time of revocation of acceptance of the FORD, the FORD was in substantially the same condition as at time of delivery except for damage caused by its own wear and tear.

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

18. The FORD remains in a defective and unmerchantible condition, and continues to exhibit the above-mentioned defects that substantially impair the FORD's safety, use and/or value.

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

FIRST CAUSE OF ACTION

BREACH OF WRITTEN WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT

20. Plaintiffs reallege and incorporate herein by reference each and every allegation and statement contained in paragraphs 1 through 19, inclusive, of the General Allegations, above.

21. Plaintiffs are a purchaser of a consumer product who received the FORD during the duration of a written warranty period applicable to the FORD and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

22. Manufacturer are persons engaged in the business of making a consumer

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product directly available to Plaintiffs.

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

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

25. Said warranties were the basis of the bargain of the contract between the Plaintiffs and the Manufacturer for the sale of the FORD to Plaintiffs.

26. Said purchase of Plaintiffs' FORD was induced by, and Plaintiffs relied upon, these written warranties.

27. Plaintiffs have met all of their obligations and preconditions as provided in the written warranties.

28. As a direct and proximate result of Manufacturer's failure to comply with the express warranties, Plaintiffs have suffered damages, and in compliance with 15 U.S.C. § 2310(d), Plaintiff is entitled to bring suit for such damages and other equitable relief.

WHEREFORE, Plaintiffs pray for judgement against Manufacturer as follows:

a. Return of all monies paid or in alternative applicable damages pursuant to Section 2714 of the *Commercial Code*, and all incidental and consequential damages incurred;

b. All reasonable attorneys' fees and costs, witness fees and all court costs and other costs; and

c. Such other Relief that the Court deems just and appropriate.

///

///

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SECOND CAUSE OF ACTION

BREACH OF IMPLIED WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT

29. Plaintiffs reallege and incorporate herein by reference each and every allegation and statement contained in paragraphs 1 through 28, inclusive, of the General Allegations, above.

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

31. Manufacturer are a supplier of goods as a persons engaged in the business of making a consumer product directly available to Plaintiffs.

32. Manufacturer are prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract within ninety (90) days of purchase to perform services relating to the maintenance or repair of a motor vehicle.

33. Pursuant to 15 U.S.C. § 2308, Plaintiffs' FORD was impliedly warranted to be substantially free from defects and non-conformities in both material and workmanship, and thereby fit for the ordinary purpose for which the FORD was intended.

34. The FORD was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

35. The above-described defects in the FORD render it unfit for the ordinary and essential purpose for which the FORD was intended.

36. As a result of the breaches of implied warranty by Manufacturer, Plaintiffs have suffered and continue to suffer various damages.

WHEREFORE, Plaintiffs pray for judgement against Manufacturer as follows:

a. Return of all monies paid or in alternative applicable damages pursuant to Section 2714 of the *Commercial Code*, and all incidental and consequential

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damages incurred;

b. All reasonable attorneys' fees and costs, witness fees and all court costs and other costs; and

c. Such other Relief that the Court deems just and appropriate.

THIRD CAUSE OF ACTION

BREACH OF EXPRESS WARRANTY PURSUANT TO THE SONG-BEVERLY CONSUMER WARRANTY ACT

37. Plaintiffs reallege and incorporate herein by reference each and every allegation and statement contained in paragraphs 1 through 36, inclusive, of the General Allegations, above.

38. Pursuant to California *Civil Code* §1793.2, Plaintiffs have presented the FORD to authorized service dealers of Manufacturer within the term of protection and have tendered the FORD for repairs for the above-mentioned defects that substantially affect the safety, use and/or value of the FORD.

39. Manufacturer have been unable or unwilling to repair said defects within a reasonable amount of time.

40. Pursuant to *Civil Code* §1793.2, Plaintiffs are entitled to a refund of the full purchase price of the vehicle, including all collateral charges and finance charges, and/or a replacement vehicle, plus all attorneys' fees and costs.

41. Manufacturer have willfully violated the provisions of this act by knowing of their obligations to refund or replace Plaintiffs' FORD, but refusing to fulfill them.

WHEREFORE, Plaintiffs pray for judgement against Manufacturer as follows:

a. Return of the FORD's purchase price and all incidental and consequential damages incurred by Plaintiffs;

b. Return of all finance charges incurred by Plaintiffs for the FORD;

c. All reasonable attorneys' fees and costs, witness fees and all court costs and other costs;

d. A civil penalty pursuant to California *Civil Code* §1794 (c); and

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PE13-003.4 000129LC

e. Such other Relief that the Court deems just and appropriate.

FOURTH CAUSE OF ACTION

BREACH OF IMPLIED WARRANTY PURSUANT TO THE SONG-BEVERLY CONSUMER WARRANTY ACT

42. Plaintiffs reallege and incorporate herein by reference each and every allegation and statement contained in paragraphs 1 through 41, inclusive, of the General Allegations, above.

43. The FORD purchase by Plaintiffs was subject to an implied warranty of merchantability as defined by California *Civil Code* §1790 running from the Manufacturer to the intended consumer, Plaintiffs herein.

44. Manufacturer are suppliers of consumer goods as a persons engaged in the business of making consumer products directly available to Plaintiffs.

45. Manufacturer are prohibited from disclaiming or modifying any implied warranties under *Civil Code* §1790.

46. Pursuant to *Civil Code* §1790, Plaintiffs' FORD was impliedly warranted to be fit for the ordinary purpose for which it was intended.

47. The FORD was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

48. The above-described defects in the FORD caused it to fail to possess even the most basic degree of fitness for ordinary use

49. As a result of breaches of implied warranty by Manufacturer, Plaintiffs have suffered and continue to suffer various damages.

WHEREFORE, Plaintiffs pray for judgement against Manufacturer as follows:

a. Return of all monies paid or in alternative applicable damages pursuant to Section 2714 of the *Commercial Code*, and all incidental and consequential damages incurred;

b. All reasonable attorneys' fees and costs, witness fees and all court

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costs and other costs; and

c. Such other Relief that the Court deems just and appropriate.

Dated: January 15, 2013

SHAINFELD & ANVAR,
A Professional Corporation

By: _____
JESSICA F. ANVAR
BRETT SHAINFELD
Attorneys for Plaintiffs, Carol Berger and Harry Berger

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DEMAND FOR JURY TRIAL

Plaintiffs, CAROL BERGER and HARRY BERGER, hereby demands a trial by jury.

Dated: January 15, 2013

SHAINFELD & ANVAR,
A Professional Corporation

By: _____
JESSICA F. ANVAR
BRETT SHAINFELD
Attorneys for Plaintiffs, Carol Berger and Harry Berger

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

October 22, 2012

SENT VIA U.S. MAIL ONLY

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

Re: [redacted] **v. Ford Motor Company**
Vehicle: 2012 Ford Escape
VIN No.: 1FMCU9DG1CK[redacted]
Notice of Representation by Counsel

Dear Sir or Madam:

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

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

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

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

Case Number: 1518912562
Customer Name: [redacted]
Warranty Start Date: 08/31/2012
Address: PO BOX 1376, RIVERBANK, CA 95367 -1376
Phone: 209-863-8148

Vehicle: 2012 ESCAPE
VIN: 1FMCU9DG1CK[redacted]
Mileage: 467

Purchased: ☒ New ☐ Used ☐ Leased (terms of lease)
This Vehicle is: ☒ IN BTB Warranty ☐ IN Powertrain Warranty ☐ IN Diesel Warranty ☐ No Warranties
Extended Service Plan: ☐ NO ☒ YES NEW 60/60K PREM MAINT(M&W) 7.5K INTERVAL & NEW 60/60,000 PREMIUMCARE W/ROADSIDE

REVIEW INFORMATION:

After review, at this time, it appears that this vehicle does not meet the requirements for a repurchase/replacement under the California State Lemon Law either for repeat repairs or days down for warranty repairs.

There have not been any repairs to this vehicle.

DLR	DATE	MILEAGE	VEHICLE CONCERN	SERVICES PERFORMED / ACTIONS	DAYS DOWN
Folsom Lake Ford	9/7/12	260	• Vehicle is using more gas than it should • Brakes are requiring more force to stop then they should • Vehicle has a funny smell when they first went on test drive, before the purchased	• Normal fuel consumption; **NPF** • Unable to verify concern; **NPF** • Unable to verify concern; **NPF**	
				Total Days Down	0

From: Bosack, Robert (R.) <rbosack@ford.com>
Sent: Thursday, September 20, 2012 1:26 PM
To: Kendall, Robert (R.) <rkendal5@ford.com>
Cc: Stone, Terrie (T.) <tstone26@ford.com>
Subject: RE: CALL-[redacted]-CALL-1518912562-NoRAV
Attach: image001.png

Updated with concurrence.

From: Kendall, Robert (R.)
Sent: Thursday, September 13, 2012 12:51 PM
To: Bosack, Robert (R.)
Cc: Stone, Terrie (T.)
Subject: CALL[redacted]CALL-1518912562-NoRAV

Robert,
Please find Ford's position that, at this time, it appears that this vehicle does not meet the requirement for a repurchase/replacement.

After review, at this time, it appears that this vehicle does not meet the requirements for a repurchase/replacement under the California State Lemon Law either for repeat repairs or days down for warranty repairs.

There have not been any repairs to this vehicle.

Bob Kendall
Dispute Resolution Specialist | Ford Customer Relationship Center
rkendal5@ford.com
Office: 866-567-6518 ext. 77144 (direct) | 888-520-2385 (efax)

From: ravupload.ravupload@minacs.adityabirla.com
Sent: Thursday, September 20, 2012 2:03 PM
To: Kendall, Robert (R.) <rkendal5@ford.com>
Subject: RAVONLINE Case Status Information for VIN: 1FMCU9DG1CK[redacted]

This is a system generated email

Current Status: **SUBMITTED FOR APPROVAL**

Case Details:
VIN: **1FMCU9DG1CK[redacted]**
Request Type: **Do Not Qualify Letter**
Affiliation: **Customer Relationship Center - Consumer Affairs**
Processing Dealer: **FOLSOM LAKE FORD, INC.**
Requester: **ROBERT KENDALL**
Requester Comments: **AFTER REVIEW, AT THIS TIME, IT APPEARS THAT THIS VEHICLE DOES NOT MEET THE REQUIREMENTS FOR A REPURCHASE/REPLACEMENT UNDER THE CALIFORNIA STATE LEMON LAW EITHER FOR REPEAT REPAIRS OR DAYS DOWN FOR WARRANTY REPAIRS. THERE HAVE NOT BEEN ANY REPAIRS TO THIS VEHICLE.**

You can also view your case by clicking on VIN.

If you have questions or concerns about your case status result, please contact RAV Headquarters ravupload.ravupload@minacs.adityabirla.com

Sincerely,
RAV Headquarters.

TOL-Do Not Qualify Case Details for 1FMCU9DG1CKC54625

Profile Information

Vehicle Information

VIN: 1FMCU9DG1CK[redacted]

Description:	'12 ESCAPE 4 DR XLT MPV 4X4				
Odometer Reading:	467	Purchase Date:	08/31/2012	Warranty Start Date:	
Odometer Replaced?	No				
Vehicle Obtained As:	New Vehicle	Mileage At Purchase:	MI		

Ownership: Privately Owned/Leased

Last Name:	[redacted]	First Name:	[redacted]		
Address:	[redacted]				
City:	RIVERBANK	State:	CA	Zip:	[redacted]
Home Phone:	[redacted]	Alternate Phone:		Ext:	
Fax:					

Vehicle Type: Car/Light Truck

Parts Code:	07727	Processing Dealer:	FOLSOM LAKE FORD, INC.	Sales Code:	72207
Dealership Contact:	MR. CHARLES G. PETERSON	Title:			
Phone:		Present Vehicle Location:			
Ext:					

Vehicle History

Symptoms

OVER ⇒

Dealer Report and Repair Order Summary
Please Return To: Bob Kendall
FAX 888-520-2385 or phone 866-567-6518 x. 77144 or e- mail to:
rkendal5@ford.com

Attn: Service Manager - Immediate Action Required

*PLEASE FILL IN THE BLANKS WITH A * BY THEM*

*Your name:	BOB TAYLOR	*Your phone #:	916-353-2040
Dealership Name:	FOLSOM LAKE FORD, INC.		
Review Open Date:	9/13/12	CuDL Case #:	1518912562
Customer's Name:	[redacted]	Vin:	1FMCU9DG1CK[redacted]
Year/Make/Model	2012 ESCAPE	*Current Mileage:	467

1. Does this vehicle have commercial lettering or decals on it? Is it used for commercial purposes?
Yes No

☐ ☒ If yes, please explain, and if you know this vehicle is part of a fleet of 5 or more vehicles owned by this customer, please advise.

1. Does this vehicle have a performance chip, lift kit, remote starter, or other aftermarket accessories?
Yes No

☐ ☒ If yes, please list aftermarket item/s.

1. Does this vehicle show signs of abuse, miss use or lack of maintenance?
Yes No

☐ ☒ If yes, please explain in detail how you came to this conclusion, all diagnostic tests performed, specifications before/after, and what proof you have of abuse or lack of maintenance. Take and send pictures if available.

1. Total number of days the vehicle has been out of service for Ford warranty repairs at your dealership?
0

NOTE: This number should not include days out of service for maintenance or customer paid repairs, days an RO was left open while the vehicle was in the customer's possession, or days the vehicle was left by the customer prior to a scheduled appointment or after repairs were completed. Please explain in greater detail on the following Repair History summary.

Signature: [redacted] Title: Service Manager Date: 9-13-12

Please attach any additional comments on a separate page

RETAIN A COPY FOR YOUR RECORDS

Dealership Repair History Summary

CuDL case # 1518912562 Customer: [redacted] VIN: 1FMCU9DG1CK[redacted]

WARRANTY ☒ 3/36 Bumper to Bumper ☐ 4/50 Bumper to Bumper ☐ 5/100 PowerStroke Diesel Engine Warranty ($100 Deductible)

FORD ESP ☐ PremiumCARE ☐ ExtraCARE ☐ BaseCARE ☐ PowertrainCARE ☐ RentalCARE ☐ MaintenanceCARE

Expiration: Date _____ Miles _____

PLEASE INDICATE TYPE ☐ Goodwill ESP ☐ Customer purchased retail ESP ☐ Non-Ford ESP Name of Provider? _____

RO Number	Date In	Date Completed	Total Days	Mileage	Customer's Concern	Action Taken	How Paid? Warranty / AWA / ESP / Retail / Dealer Internal
647176	9/7/12	9/7/12	1	260	Int Smell Brakes Poor Fuel mileage		
						No abnormal smell	
						Brakes function as designed	
						Checked fuel Economy with IDS 23.4 mpg	
						NPF all Complaints	

Please duplicate, as necessary and attach additional sheets.

FOCS647176

Ford MOTORSPORT PERFORMANCE EQUIPMENT

[redacted]

FOLSOM LAKE FORD
Northern California's Ford Source

INTERNET: http://www.folsomlakeford.com
E-MAIL: info@folsomlakeford

Motorcraft QUALITY PARTS FOR QUALITY CARS

EPA# CA0000926972
BAR # AL143518

FOCS647176

BlueOval Certified

12755 FOLSOM BLVD., FOLSOM, CA 95630 916-353-2000

0101IFOCS647176

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
178613	GARY GOINGS 439	8099	09/07/12	FOCS647176

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		260	INGOT SILV	120998

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
12/FORD TRUCK/ESCAPE/UT 4DR 4WD XLT	08/31/12	21

VEHICLE I.D. NO.	RELLING DEALER NO.	PRODUCTION DATE
1 F M C U 9 D G 1 C K [redacted]		

F.T.E. NO.	P.O. NO	R.O. DATE
		09/07/12

[redacted]

RIVERBANK, CA [redacted]

[redacted]

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
[redacted]		MO: 273

JOB# 1 CHARGES

LABOR

J# 1 09FOZ FUEL SYSTEMS TEST TECH(S):5707 WARRANTY
OWNER REPORTS THE VEHICLE IS USING MORE GAS THAN IT SHOULD.
RUN FUEL CONSUMPTION TEST AND ADVISE PLEASE
ROAD TESTED & PERFROMED FUEL ECOMEY TEST I AVERAGED 23.4
MPG

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 02FOZ-2000B BRAKE CONCERN DIAG TECH(S):5707 WARRANTY
OWNER REPORTS THE BRAKES ARE REQUIRING MORE FORC TO STOP
THAN THEY SHOULD. INSPECT AND ADVISE PLEASE
ROAD TESTED COULD NOT VERIFY THIS CONCERN AT THIS TIME.
VISUALLY INSPECTED BRAKE PADS, CLAIPERS, ROTORS, ALL OK AT
THIS TIME

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3 12FOZ-02344A INTERIOR TRIM-MINOR TECH(S):5707 WARRANTY
OWNER REPORTS THE VEHICLE HAD A FUNNY SMELL WHEN THEY FIRST
WENT ON TEST DRIVE BEFORE THEY PURCHASED IT. INSPECT AND
ADVISE PLEASE
COULD NOT VERIFY THIS CONCERN.
SENDING TO DETAIL TO HAVE THE INTERIOR REFRESHENED

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4 01FOZTIRE-PSI TIRE PSI INSPECTION TECH(S):5707 INTERNAL
INSPECT TIRE PRESSURE AND DOCUMENT

LEFT FRONT-----LEFT REAR-----RIGHT FRONT-----RIGHT REAR-----
TIRE INFLATION REGULATION
ADJ. TIRE PRESSURE TO 36PSI

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

I acknowledge notice and and approval of an increase in the original estimated price.

SIGNATURE

SERVICE FILE COPY

[CONTINUED ON NEXT PAGE] 12:32pm

The Reynolds and Reynolds Company ERANTINVE 00618481 0 (10/03)

FOCS647176

MOTORSPORT PERFORMANCE EQUIPMENT

[redacted]

FOLSOM LAKE FORD
Northern California's New Ford Source

INTERNET: http://www.folsomlakeford.com
E-MAIL: info@folsomlakeford

Motorcraft
QUALITY PARTS FOR QUALITY CARS
EPA# CA0000926972
BAR # AL143518

FOCS647176

BlueOval Certified

12755 FOLSOM BLVD., FOLSOM, CA 95630 916-353-2000

0101IFOCS647176

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
178613	GARY GOINGS 439	8099	09/07/12	FOCS647176

[redacted]

RIVERBANK, CA [redacted]

[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		260	INGOT SILV	120998

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
12/FORD TRUCK/ESCAPE/UT 4DR 4WD XLT	08/31/12	21

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 9 D G 1 C K [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		09/07/12

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
[redacted]		MO: 273

TOTALS----------

NEW SERVICE DEPARTMENT HOURS 7:00AM TO 6:00PM MONDAY
7:00AM TO 7:00PM TUE-FRIDAY!
8:00AM TO 5:00PM SATURDAYS
BODYSHOP HOURS : 8:00AM TO 5:00PM M-F

YOU MAY RECEIVE A SATISFACTION SURVEY BY MAIL OR PHONE. IF YOU'RE NOT COMPLETELY SATISFIED TO ALL THE QUESTIONS, PLEASE CONTACT OUR SERVICE MANAGER. YOUR SATISFACTION IS OUR #1 GOAL. THANK YOU FOR CHOOSING FOLSOM LAKE FORD
www.folsomlakeford.com
****

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.....

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

RECEIVED
SEP 11 2012
BY:

CUSTOMER SIGNATURE

SEP 07 REC'D

I acknowledge notice and oral approval of an increase in the original estimated price.

SIGNATURE

PAGE 2 OF 2 SERVICE FILE COPY [END OF INVOICE] 12:32pm

The Reynolds and Reynolds Company ERAINTINVE
(GO516481 Q (10/03)

PE13-003.4 000142LC

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
10/23/2012 CLOSED	[redacted] CLP - IN - BUYBACK STATE LL	1FMCU9DG1CK[redacted] 1518912562	2012 ESCAPE X	09
10/22/2012 CLOSED	[redacted] ESCALATION MISSED FOLLOW-UP	1FMCU9DG1CK[redacted] 1518912562	2012 ESCAPE X	01
10/18/2012 CLOSED	[redacted] CORRESPONDENCE - CORRESPONDENCE	1FMCU9DG1CK[redacted] 1518912562	2012 ESCAPE X	01
9/25/2012 CLOSED	[redacted] CRC RELATED - ALLOW FOLLOW UP TIME TO OCCUR	1FMCU9DG1CK[redacted] 1518912562	2012 ESCAPE X	01
9/21/2012 CLOSED	[redacted] CRC RELATED - ALLOW FOLLOW UP TIME TO OCCUR	1FMCU9DG1CK[redacted] 1518912562	2012 ESCAPE X	01

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All Action Details for Issue

Print

VIN: 1FMCU9DG1CK[redacted] **Year:** 2012 **Model:** ESCAPE X **Case:** 1518912562
Name: [redacted] **Owner Status:** Original **WSD:** 2012-08-31
Symptom Desc: ODOR PASSENGER COMPARTMENT **Primary Phone:** [redacted]
Reason Desc: CLP - IN - BUYBACK STATE LL **Secondary Phone:** [redacted]
Issue Type: 09 BUYBACK STATE LL **Issue Status:** CLOSED

Action: TIER ONE OPEN ISSUE

Dealer: 07727 FOLSOM LAKE FORD, INC. **Origin Desc:** TIER ONE - MELBOURNE

Odometer: 467 MI **Comm Type:** PHONE
Analyst Name: TUCKER VIRGINIA **Analyst:** VTUCKER8
Action Date: 09/12/2012 **Action Time:** 14.24.51.549 **Action Data:** No

Comments ****CUST SAID****-TOOK FOR TEST DRIVE AND THERE WAS A FOUL SMELL AND ODOR -SMELL IS GETTING WORSE -TOOK VEH TO DEALERSHIP 9/7/2012-DEALERSHIP CANNOT DIAGNOSE SMELL -CUST WOULD LIKE TO RETURN VEH UNDER LEMON -CUST NOTICE THE SMELL WHEN DOING THE TEST DRIVE ON THE VEH -CUST IS CONCERNED BECAUSE SHE HAS SEVERE ASTHMA AND EYE PROBLEM -CUST HAS CONTACTED THE DEALERSHIP ABOUT RETURNING THE VEH -DEALERSHIP PROVIDED CRC NUMBER ****DEALER INFO***FOLSOM LAKE FORD 12755 FOLSOM BLVD.FOLSOM CA 95630(916) 353-2000 ***CRC ADVISED***YOUR REQUEST WILL BE INVESTIGATED BY A SPECIALIST HERE AT THE CUSTOMER RELATIONSHIP CENTER TO SEE IF THE VEHICLE MEETS THE STATE OF CALIFORNIA'S LEMON LAW GUIDELINES FOR REPLACEMENT. IF YOUR VEHICLE DOES NOT QUALIFY, YOU WILL RECEIVE A CALL FROM A CUSTOMER SERVICE MANAGER WITHIN 10 BUSINESS DAYS TO ASSIST YOU WITH YOUR REPAIR NEEDS AND A LETTER FROM FORD STATING THAT YOUR VEHICLE DOES NOT QUALIFY. IF YOUR VEHICLE QUALIFIES FOR REPLACEMENT, YOU WILL RECEIVE AN OFFER LETTER IN APPROXIMATELY 15 BUSINESS DAYS FROM THE REACQUIRED VEHICLE PROGRAM HEADQUARTERS. THE LETTER WILL PROVIDE INSTRUCTIONS REGARDING DOCUMENTS AND INFORMATION NECESSARY TO COMPLETE THE PROCESS, INCLUDING THE ORIGINAL SALES CONTRACT, CURRENT LOAN OR LEASE DOCUMENTS, AND CURRENT MILEAGE TO DETERMINE USAGE FEES. IF YOU DO NOT RECEIVE A COMMUNICATION FROM FORD MOTOR COMPANY WITHIN 15 BUSINESS DAYS, PLEASE CALL US HERE AT THE CUSTOMER RELATIONSHIP CENTER TO FURTHER INVESTIGATE YOUR REQUEST.

Action: REQUEST RO FROM SERVICE MANAGER

Dealer: 07727 FOLSOM LAKE FORD, INC. **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 467 MI **Comm Type:** OTHER
Analyst Name: KENDALL ,ROBERT **Analyst:** RKENDAL5
Action Time:

Action Date: 09/12/2012 15.53.09.798 **Action Data:** No

Comments -DRS, BOB-EMAIL DEALER REPORT

Action: REQUEST RO FROM SERVICE MANAGER
Dealer: 07727 FOLSOM LAKE FORD, INC. **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 467 MI **Comm Type:** OTHER
Analyst Name: KENDALL ,ROBERT **Analyst:** RKENDAL5
Action Date: 09/12/2012 **Action Time:** 15.53.10.854 **Action Data:** No

Comments -DRS, BOB-EMAIL DEALER REPORT

Action: REQUEST RO FROM SERVICE MANAGER
Dealer: 07727 FOLSOM LAKE FORD, INC. **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 467 MI **Comm Type:** OTHER
Analyst Name: KENDALL ,ROBERT **Analyst:** RKENDAL5
Action Date: 09/12/2012 **Action Time:** 15.53.12.547 **Action Data:** No

Comments -DRS, BOB-EMAIL DEALER REPORT

Action: BB-DOCUMENT ADDITIONAL INFORMATION
Dealer: 07727 FOLSOM LAKE FORD, INC. **Origin Desc:** CVPI AGENTS
Odometer: 467 MI **Comm Type:** OTHER
Analyst Name: JAYMIE SHEIR (JSHEIR1) **Analyst:** JSHEIR1
Action Date: 09/13/2012 **Action Time:** 12.25.58.490 **Action Data:** No

Comments -COURTESY CALL TO FOLSOMLAKEFORD SPOKE W/ SM BOB TAYLOR TO CONFIRM RECEIPT OF REQ FOR DLR REPORT/ACCT RO'S-ADVISED OF 24 HR TURN AROUND

Action: RECEIVED RO FROM SERVICE MANAGER
Dealer: 07727 FOLSOM LAKE FORD, INC. **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 467 MI **Comm Type:** OTHER
Analyst Name: KENDALL ,ROBERT **Analyst:** RKENDAL5
Action Date: 09/13/2012 **Action Time:** 15.48.42.846 **Action Data:** Yes

Comments -DRS, BOB-RECEIVED DEALER REPORT

Data Element Name	Data Value
DATE RECEIVED:	09-13-2012

Action: MOVE CASE TO RES FOR HANDLING

Dealer: 07727 FOLSOM LAKE FORD, INC.

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 467 MI

Comm Type: OTHER

Analyst Name: KENDALL ,ROBERT

Analyst: RKENDAL5

Action Date: 09/13/2012

Action Time: 15.49.02.250

Action Data: No

Comments -DRS, BOB-EMAILED RES FOR REVIEW

Action: MOVE CASE TO CCT FOR HANDLING

Dealer: 07727 FOLSOM LAKE FORD, INC.

Origin Desc: CONSUMER AFFAIRS - SMALL CLAIM

Odometer: 467 MI

Comm Type: INBOUND EMAIL-OTHER

Analyst Name: BOSACK,ROBERT

Analyst: RBOSACK

Action Date: 09/20/2012

Action Time: 13.13.35.900

Action Data: No

Comments REVIEWED VEHICLE INFORMATION AND AGREE WITH NO R/R AT THIS TIME.

Action: UPLOAD RAV ONLINE INFORMATION

Dealer: 07727 FOLSOM LAKE FORD, INC.

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 467 MI

Comm Type: OTHER

Analyst Name: KENDALL ,ROBERT

Analyst: RKENDAL5

Action Date: 09/20/2012

Action Time: 13.48.24.821

Action Data: No

Comments -DRS, BOB-SUBMITTED RAV FOR HANDLING

Action: CREATE FOLLOW UP

Dealer: 07727 FOLSOM LAKE FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 467 MI

Comm Type: PHONE

Analyst Name: CRISTIANO,TAMMY
Analyst: TCRISTIA
Action Date: 09/21/2012
Action Time: 16.03.10.005
Action Data: Yes

Comments *CSM TAMMY EXT 77753* INITIAL CASE REVIEW- WSD: 2012-08-31, CUSTOMER HAS A FLT STATUS. THERE IS NO GCQIS REPORT AND THERE ARE NO REPAIRS LISTED IN AWS. MADE OBC TO SF WAYNE AND REQUESTED A RETURN CALL TO SEE IF THERE ANY NEXT STEPS FOR CUSTOMER SATISFACTION. WAITING ON A RETURN CALL. SET A FOLLOW UP FOR MONDAY 9-24-2012 BY 5:00 PM PST.

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-24-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: TRANSFER ISSUE
Dealer: 07797 ALBANY FORD, INC.
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 467 MI
Comm Type: PHONE
Analyst Name: CRISTIANO,TAMMY
Analyst: TCRISTIA
Action Date: 09/21/2012
Action Time: 16.58.13.101
Action Data: No

Comments *CSM TAMMY EXT 77753* RECEIVED AN IBC FROM SF WAYNE AND HE ADVISED THE CUSTOMER CAN BRING THE VEHICLE IN FOR AN INSPECTION FOR THE ODOR CONCERN. MADE OBC TO THE CUSTOMER @ PRIMARY PHONE [redacted] AND ADVISED UNFORTUNATELY I WILL NOT BE ABLE TO FACILITATE HER REQUEST FOR A BUY BACK. ADVISED THE CUSTOMER WE CAN GET THE VEHICLE INTO THE DEALERSHIP AND SEE WHAT WE CAN DO TO MAKE THIS SATISFACTORY FOR HER. THE CUSTOMER SAID THEY KNOW THE OWNERS OF ALBANY FORD AND WANTTO TAKE IT THERE. ADVISED THE CUSTOMER I WOULD TRANSFER THE CASE AND REQUEST THE CSM FOR THAT REGION TO FOLLOW UP ON MONDAY 9-24-2012 BY 5:00 PM PST TO MAKE ARRANGEMENTS FOR THE VEHICLE TO GO INTO THE DEALERSHIP. THE CUSTOMER SAID CALL THE MAIN NUMBER FIRST AND IF NOT AVAILABLE TO CALL CELL [redacted]

Action: CREATE FOLLOW UP
Dealer: 07797 ALBANY FORD, INC.
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 467 MI
Comm Type: PHONE
Analyst Name: CRISTIANO,TAMMY
Analyst: TCRISTIA
Action Date: 09/21/2012
Action Time: 16.58.43.423
Action Data: Yes

Comments *CSM TAMMY EXT 77753* RECEIVED AN IBC FROM SF WAYNE AND HE ADVISED THE CUSTOMER CAN BRING THE VEHICLE IN FOR AN INSPECTION FOR THE ODOR CONCERN.

MADE OBC TO THE CUSTOMER @ PRIMARY PHONE: [redacted] AND ADVISED UNFORTUNATELY I WILL NOT BE ABLE TO FACILITATE HER REQUEST FOR A BUY BACK. ADVISED THE CUSTOMER WE CAN GET THE VEHICLE INTO THE DEALERSHIP AND SEE WHAT WE CAN DO TO MAKE THIS SATISFACTORY FOR HER. THE CUSTOMER SAID THEY KNOW THE OWNERS OF ALBANY FORD AND WANTTO TAKE IT THERE. ADVISED THE CUSTOMER I WOULD TRANSFER THE CASE AND REQUEST THE CSM FOR THAT REGION TO FOLLOW UP ON MONDAY 9-24-2012 BY 5:00 PM PST TO MAKE ARRANGEMENTS FOR THE VEHICLE TO GO INTO THE DEALERSHIP. THE CUSTOMER SAID CALL THE MAIN NUMBER FIRST AND IF NOT AVAILABLE TO CALL CELL-[redacted]

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-24-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 07797 ALBANY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 467 MI

Comm Type: PHONE

Analyst Name: BAYLOR, LYNN

Analyst: LBAYLOR1

Action Date: 09/24/2012

Action Time: 18.45.52.714

Action Data: Yes

Comments -CSM LYNN X 77759 - OBC TO THE CUSTOMER - [redacted] - NO ANSWER - LEFT MESSAGE - [redacted] - NO ANSWER - LEFT MESSAGE - SET F/U FOR 9/25/2012 BY 7PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-25-2012
TIME OF FOLLOW UP (HH:MM):	19:30

Action: CUSTOMER DOES NOT QUALIFY LETTER SENT

Dealer: 07727 FOLSOM LAKE FORD, INC.

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 467 MI

Comm Type: PHONE

Analyst Name: DAUNT,CHRIS

Analyst: C-DAUNT

Action Date: 09/24/2012

Action Time: 20.00.52.834

Action Data: No

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

Action: MOVE CASE TO CCT FOR HANDLING

Dealer: 07727 FOLSOM LAKE FORD, INC.

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 467 MI **Comm Type:** PHONE
Analyst Name: DAUNT,CHRIS **Analyst:** C-DAUNT
Action Date: 09/24/2012 **Action Time:** 20.00.53.077 **Action Data:** No

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

Action: TRANSFER ISSUE
Dealer: 07797 ALBANY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 467 MI **Comm Type:** OTHER
Analyst Name: BAYLOR, LYNN **Analyst:** LBAYLOR1
Action Date: 09/25/2012 **Action Time:** 17.07.14.313 **Action Data:** No

Comments -CSM LYNN X 77795 - TRANSFERING CASE BACK TO ALBANY FORD - P&A CODE: 07797

Action: CREATE FOLLOW UP
Dealer: 07797 ALBANY FORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 467 MI **Comm Type:** PHONE
Analyst Name: BAYLOR, LYNN **Analyst:** LBAYLOR1
Action Date: 09/25/2012 **Action Time:** 17.17.06.973 **Action Data:** Yes

Comments -CSM LYNN X 77759 - OBC TO THE CUSTOMER - [redacted] - SPOKE WITH THE CUSTOMER - STATED THAT THE VEH IS LOSING POWER WHEN ACCELERATING - 2012 ESCAPE - SET UP APPT WITH ALBANY FORD FOR FRIDAY AT 11AM - SET F/U ON 10/01/2012 BY 7PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-01-2012
TIME OF FOLLOW UP (HH:MM):	19:30

Action: CUSTOMER DOES NOT QUALIFY LETTER SENT
Dealer: 07797 ALBANY FORD, INC. **Origin Desc:** CONSUMER AFFAIRS - REACQUIRED VEHICLES
Odometer: 467 MI **Comm Type:** OUTBOUND MAIL-OTHER
Analyst Name: WYNGLASS, RENEE **Analyst:** R-WYNGLA

Action Date: 10/01/2012 **Action Time:** 09.48.23.244 **Action Data:** No

Comments 9/24 SENT CUST DOES NOT QUALIFY LETTER TO PO BOX

Action: CREATE FOLLOW UP

Dealer: 07797 ALBANY FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 467 MI **Comm Type:** PHONE

Analyst Name: BAYLOR, LYNN **Analyst:** LBAYLOR1

Action Date: 10/01/2012 **Action Time:** 18.56.01.574 **Action Data:** Yes

Comments -CSM LYNN X 77759 - RECEIVED VOICEMAIL FROM THE CUSTOMER STATING THAT ON THE WAY HOME FROM THE DEALER THE VEH LOST POWER ENTERING THE FREEWAY AND WAS ALMOST REARENDED - RECEIVED EMAIL FROM THE DEALER STATING: SHE'S REQUESTING A BUYBACK FOR A FOUL ODOR EMITTING FROM HER VEHICLE. SHE ALSO STATES THAT THE VEHICLE LOSES POWER. THIS IS SOMETHING THAT WE'VE NOT BEEN ABLE TO VERIFY. WE HAD THE VEHICLE IN FRIDAY AND ROAD TEST THE ESCAPE WITH THE CUSTOMER AND WITHOUT. NEITHER TIME WERE WE ABLE TO VERIFY THE CONCERN OF LOSING POWER. WE DEODORIZED THE SYSTEM AND NEVER COULD SMELL THE FOUL ODOR DESCRIBED BY THE CUSTOMER. WE RELEASED THE VEHICLE. THE CUSTOMER LATER CALLED TO INFORM US THAT THE VEHICLE LOST POWER AGAIN. AGAIN, WE WERE NEVER ABLE TO VERIFY THAT. THERE WERE NO TSB'S OR SSM'S RELATED TO THE CUSTOMER'S CONCERN AND THERE WERE NO CODES IN THE MEMORY. THE CUSTOMER ASKED THAT I RELAY THIS INFORMATION TO YOU AS THEY'VE BEEN IN CONTACT WITH YOU OR TAMMY AND WOULD LIKE THE VEHICLE BOUGHT BACK UNDER THE LEMON LAW. IF YOU SHOULD NEED ANY OTHER INFORMATION FROM ME, PLEASE LET ME KNOW.OBC TO THE CUSTOMER: [redacted] -SPOKE WITH THE CUSTOMER - THE LOSS OF POWER HAPPENED AGAIN THIS MORNING - THE VEH WASN'T DRIVEN THIS WEEKEND - THE CONCERN OCCURS WHEN IT'S COLD OR WARM (ENGINE TEMP) - BAD SMELL IN THE VEH IS STILL THERE - CALLING TOM HILLIER FORD - OREN S/M - SPOKE WITH ED - SAID TO HAVE THE CUSTOMER BRING THE VEH IN ON FRIDAY, EARLY - ED IS THERE ANYTIME AFTER 7AM - OBC TO THE CUSTOMER - [redacted] - ADVISED TO BRING THE VEH IN ON FRIDAY, EARLY - SET F/U FOR 10/05/2012 BY 7PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-05-2012
TIME OF FOLLOW UP (HH:MM):	19:30

Action: TRANSFER ISSUE

Dealer: 07767 TOM HILLIER FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 467 MI **Comm Type:** PHONE

Analyst Name: DEFILIPPO,REBECCA **Analyst:** RDEFILI4

Action Date: 10/05/2012 **Action Time:** **Action Data:** No

15.48.40.428

Comments OBC TO DEALER SPOKE WITH WARREN, CSM APPROVED RENTAL IF ESP DOES NOT COVER, CUSTOMER TO TAKE RENTAL OVER WEEKEND, CSM TO FU WITH CUSTOMER AND DEALER ON 10-05-2012. CUSTOMER ASKING FOR ADDITIONAL REVIEW. CSM PROVIDED CONTACT INFORMATION AND SET FU.

Action: CREATE FOLLOW UP

Dealer: 07767 TOM HILLIER FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 467 MI

Comm Type: PHONE

Analyst Name: DEFILIPPO,REBECCA

Analyst: RDEFILI4

Action Date: 10/05/2012

Action Time: 15.49.15.558

Action Data: Yes

Comments SETTING FU

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-05-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 07767 TOM HILLIER FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 467 MI

Comm Type: PHONE

Analyst Name: DEFILIPPO,REBECCA

Analyst: RDEFILI4

Action Date: 10/05/2012

Action Time: 15.51.49.667

Action Data: Yes

Comments SETTING CORRECT FU

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-08-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 07767 TOM HILLIER FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 467 MI

Comm Type: PHONE

Analyst Name: BAYLOR, LYNN

Analyst: LBAYLOR1

Action Date: 10/10/2012

Action Time: 13.01.29.252

Action Data: Yes

Comments CSM LYNN X 77759 - RECEIVED INBOUND CALL FROM CUSTOMER - CUSTOMER ADVISING OF HAVING CONCERN WITH THE SLUGGISH ACCELERATION IN THE VEH - OBC TO THE DEALER - SPOKE WITH ORIN AND ADVISED THAT THE VEHICLE DRIVES LIKE AN ESCAPE SHOULD - UNABLE TO LOCATE ANOTHER SMELL THAT WOULD BE ABNORMAL FROM THE COOLANT SYSTEM FLUSH THAT WAS PERFORMED - OBC TO THE CUSTOMER - ADVISED TO PICK UP THE VEH AND DROP OFF THE RENTAL - WILL BE PAYING FOR THE RENTAL - SET F/U FOR 10/16/2012 BY 7PM FOR ANOTHER GOOD FAITH REVIEW FOR THE BUYBACK REQUEST -

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-16-2012
TIME OF FOLLOW UP (HH:MM):	19:30

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 07767 TOM HILLIER FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 467 MI

Comm Type: PHONE

Analyst Name: BAYLOR, LYNN

Analyst: LBAYLOR1

Action Date: 10/11/2012

Action Time: 13.48.12.085

Action Data: No

Comments -CSM LYNN X 77759 - OBC TO THE DEALER - SPOKE WITH S/M OREN - P&A CODE: 07767 - REPAIR ORDER NUMBER 66223 - REPAIR LINE: 01 - AMOUNT $391.00 - APPROVAL CODE: M046V - PROGRAM CODE: P11 - CUSTOMER CONTACTED THE DEALER ABOUT THE CONCERN WHEN PICKING UP THE VEH - THE DEALER ADVISED THE CUSTOMER THAT THE VEH IS DRIVING AS DESIGNED AND IF THE CUSTOMER CALLS ME AND STATES THAT IT IS ACTING UP TO HAVE THEM BRING THE VEH RIGHT INTO THE DEALERSHIP AND THEY WILL LOOK AT IT RIGHT AWAY -

---

Action: CUSTOMER RETAINED LAWYER

Dealer: 07767 TOM HILLIER FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 467 MI

Comm Type: PHONE

Analyst Name: BAYLOR, LYNN

Analyst: LBAYLOR1

Action Date: 10/23/2012

Action Time: 12.27.35.820

Action Data: No

Comments COMMENTS -CSM LYNN X 77759 - RECEIVED INBOUND VOICEMAIL FROM THE CUSTOMER THAT SHE HAS RETAINED AN ATTY - NO LONGER ABLE TO SPEAK WITH THE CUSTOMER - CASE CLOSED

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All Action Details for Issue

Print

VIN: 1FMCU9DG1CK[redacted] **Year:** 2012 **Model:** ESCAPE X **Case:** 1518912562

Name: [redacted] **Owner Status:** Original **WSD:** 2012-08-31

Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED **Primary Phone:** [redacted]

Reason Desc: ESCALATION MISSED FOLLOW-UP **Secondary Phone:** [redacted]

Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: TIER ONE OPEN ISSUE
Dealer: 07767 TOM HILLIER FORD **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 1 MI **Comm Type:** PHONE
Analyst Name: DOUST TY **Analyst:** TDOUST
Action Date: 10/18/2012 **Action Time:** 17.57.31.009 **Action Data:** No

Comments ***CUST SAYS***=HAS NOT RECEIVED SCHEDULED F/U***CRC ADVISED***=YOUR CONCERN HAS BEEN DOCUMENTED

Action: CREATE FOLLOW UP
Dealer: 07767 TOM HILLIER FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 1 MI **Comm Type:** PHONE
Analyst Name: BAYLOR, LYNN **Analyst:** LBAYLOR1
Action Date: 10/19/2012 **Action Time:** 18.56.19.258 **Action Data:** Yes

Comments -CSM LYNN X 77759 - OBC TO THE CUSTOMER -[redacted] - SPOKE WITH THE CUSTOMER AND ADVISED THAT THE GOOD FAITH WAS REVIEWED AGAIN AND WE WILL NOT BE REPURCHASING THE VEH - THE CUSTOMER STATES THEY ARE STILL HAVING THE CONCERN WITH THE VEH - THIS VEH ONLY HAS 850 MILES - WOULD LIKE TO HAVE HER HUSBAND TEST DRIVE WITH THE S/M TO DUPLICATE THE CONCERN - CALLED DEALER OREN IS NOT IN TODAY WILL BE BACK ON MONDAY - SET F/U FOR 10/22/2012 BY 7PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-22-2012
TIME OF FOLLOW UP (HH:MM):	19:30

Action: CREATE FOLLOW UP
Dealer: 07767 TOM HILLIER FORD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 1 MI **Comm Type:** PHONE
Analyst Name: BAYLOR, **Analyst:** LBAYLOR1

LYNN

Action Date: 10/22/2012 **Action Time:** 13.53.59.364 **Action Data:** Yes

Comments -CSM LYNN X 77759 - OBC TO THE DEALER - SPOKE WITH OREN - THE CUSTOMER WILL BRING THE VEH IN ON THURSDAY TO HAVE THE HUSBAND DRIVE AND THE TECH RIDE - OBC TO THE CUSTOMER - [redacted] - ADVISED OF THE BEST DAY TO BRING THE VEH IN - SET F/U FOR 10/26/2012 BY 7PM EST

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-26-2012
TIME OF FOLLOW UP (HH:MM):	19:30

Action: CUSTOMER RETAINED LAWYER

Dealer: 07767 TOM HILLIER FORD

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 1 MI **Comm Type:** PHONE

Analyst Name: BAYLOR, LYNN **Analyst:** LBAYLOR1

Action Date: 10/22/2012 **Action Time:** 18.17.35.717 **Action Data:** No

Comments -CSM LYNN X 77759 - RECEIVED INBOUND VOICEMAIL FROM THE CUSTOMER THAT SHE HAS RETAINED AN ATTY - NO LONGER ABLE TO SPEAK WITH THE CUSTOMER - CASE CLOSED

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU9DG1CK[redacted] **Year:** 2012 **Model:** ESCAPE X **Case:** 1518912562
Name: [redacted] **Owner Status:** Original **WSD:** 2012-08-31
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: CORRESPONDENCE - CORRESPONDENCE **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: ADD ATTACHMENT TO ISSUE

Dealer:

Origin Desc: MANUAL - CORRESPONDENCE CSR

Odometer: 467 MI

Comm Type: SURVEY

Analyst Name: RICHARDSON (KRICHA41),KATHY

Analyst: KRICHA41

Action Date: 10/18/2012

Action Time: 10.27.22.598

Action Data: No

Comments CUSTOMER SAID: **ONLINE SALES SURVEY DATED 9/19/12, PREDATES HANDLING. ATTACHING INFO TO FILE.DEALER SAID: FOLSOM LAKE FORD, INC., 12755 FOLSOM BLVD, FOLSOM CA 95630CRC ADVISED: ADD ATTACHMENT TO ISSUE

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU9DG1CK[redacted]
Year: 2012
Model: ESCAPE X
Case: 1518912562
Name: [redacted]
Owner Status: Original
WSD: 2012-08-31
Symptom Desc: LOSS OF POWER ACCELERATION ALL ENGINE TEMP
Primary Phone: [redacted]
Reason Desc: CRC RELATED - ALLOW FOLLOW UP TIME TO OCCUR
Secondary Phone: [redacted]
Issue Type: 01 INQUIRY
Issue Status: CLOSED

Action: TIER ONE CLOSE ISSUE
Dealer: 07797 ALBANY FORD, INC.
Origin Desc: TIER ONE - MELBOURNE
Odometer: 500 MI
Comm Type: PHONE
Analyst Name: RASZIPOVITS, ROBERTA
Analyst: RRASZIPO
Action Date: 09/25/2012
Action Time: 16.32.19.777
Action Data: No

Comments --CUSTOMER SAYS:*SEE HISTORICALS.-ODOR IN THE PASSENGER COMPARTMENT.-VEH LOSSES POWER WHEN ACCELERATING FROM AS STOP AT A STOP LIGHT.-CUST FEELS THAT IT'S COMMING FROM THE A/C VENTS.-DLR COULDN'T FIND ANY ISSUES.-VEH IS WITH THE CUST. NOT BEEN TO DLR -CUST HAS 11AM APPT ON THIS FRIDAY.-CUST IS WAITING FOR WORD FROM TAMMY.--DEALER SAYS:ALBANY FORD718 SAN PABLO AVENUEALBANY, CA 94706TEL[redacted]CRC SAYS:PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-ADV OF ABOVE.-ADV CUST I HAVE UPDATED RECORD L/M ON CSM'S V/M FOR YOU ON YOUR BEHALF.

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU9DG1CK[redacted] **Year:** 2012 **Model:** ESCAPE X **Case:** 1518912562

Name: [redacted] **Owner Status:** Original **WSD:** 2012-08-31

Symptom Desc: ODOR PASSENGER COMPARTMENT **Primary Phone:** [redacted]

Reason Desc: CRC RELATED - ALLOW FOLLOW UP TIME TO OCCUR **Secondary Phone:** [redacted]

Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: TIER ONE CLOSE ISSUE
Dealer: 07727 FOLSOM LAKE FORD, INC. **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 495 MI **Comm Type:** PHONE
Analyst Name: ARNAU, JANELL **Analyst:** JARNAU
Action Date: 09/21/2012 **Action Time:** 11.27.04.345 **Action Data:** No

Comments CUSTOMER STATES: **********-BAD FOUL ODOR-WHEN AIR CONDITIONER-THEY CHECKED AIR CONDITIONER-DIDN'T FIND ANYTHING WRONG-WANTS TO PICK ANOTHER VEHICLE-SERVICE DEPT IS UNCOOPERATIVE-WANTS TO KNOW STATUS OF REQUEST FOR BUYBACK **********FOLSOM LAKE FORD 12755 FOLSOM BLVD.FOLSOM CA 95630(916) 353-2000
**********CUSTOMER STATES:
**********PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.

Ford Confidential

ACCEPTANCE OR REJECTION OF DECISION

Date: 12/28/2012

Case Number: FRD1233193

Customer: [redacted]

State: CA

Business: Ford Motor Company

Mfr-Info: 6700 CA 1FMCU9DG1CK[redacted]

COMPLETE THE FOLLOWING AND RETURN IT TO THE FOLLOWING ADDRESS WITHIN 30 DAYS OF THE ABOVE DATE:

BBB AUTO LINE
4200 Wilson Blvd.
Suite 800
Arlington, VA 22203

You may want to return this form via certified mail or fax to our office at 1.703.247.9700. Please call your case specialist to confirm receipt of your signed form.

I have read the information on the attached cover letter and: (please check one)

_____ I ACCEPT THE ARBITRATION DECISION. I understand this means:

- the manufacturer will be bound to abide by the decision and comply with its terms;
- I, too, must comply with the terms of the decision;
- If the manufacturer fails to perform according to the arbitrator's decision, I must notify BBB AUTO LINE. I may have the right to enforce the decision in court or pursue other legal remedies under state or federal law.

<u>You must do the following if you are accepting a repurchase or replacement award:</u>

1) Contact your financial company/lessor to provide permission to release payment and payoff information to the manufacturer in order to complete the repurchase/replacement transaction. Indicate the date you have done this:_____

2) Please provide the full name of your financial co./lessor_____

   Account Number _____

   Mailing address _____

   City _____ State _____ Zip _____

   Telephone number _____ Fax number _____

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

Case Number: FRD1233193

_____ I REJECT THE ARBITRATION DECISION. I understand this means:

- I may pursue other legal remedies under state or federal law;
- The manufacturer will not be obligated to perform any part of the decision;
- The decision may be introduced as evidence by me or the manufacturer in a court action; and,
- BBB AUTO LINE involvement in the case will end.

Signature(s) of Titled Owner(s): _____ Date: _____

[for BBB use only: Form not returned and presumed rejected: _____]

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

December 28, 2012

[redacted]

LOS ANGELES CA [redacted]

Re: FRD1233193 [redacted] vs Ford Motor Corporation 1FMCU9DG1CK[redacted]

Dear [redacted]:

Enclosed is the arbitrator's *Decision* and *Reasons for Decision* in your case. You may either accept or reject the decision.

To accept the decision, you must sign the attached *Acceptance or Rejection of Decision* form and return it to the BBB at the following address so that it is received within 30 calendar days from the date at the top of this page:

BBB AUTO LINE
3033 Wilson Blvd., Suite 600
Arlington, VA 22201

You may want to return this form via certified mail. You may also fax the form to us at 703.247.9700.

Failure to accept the decision within this time period will be considered a rejection and the manufacturer will not be bound to its terms. Please note:

* If you accept the decision, the manufacturer will be bound to its terms and must comply within 30 days unless the period for performance is extended for delays caused by reasons beyond the control of the manufacturer or its representative. Within 10 days after expiration of the compliance period, the BBB will contact you to verify that the manufacturer has performed all actions required by the decision.
* If you reject the decision, or if you accept the decision and the manufacturer does not promptly perform the terms of the decision, you may pursue other legal rights and remedies available to you under state or federal law. This may include the use of small claims court.
* The decision and findings may be admissible in evidence in any court action.

You may regain possession, without charge, of any documents that you submitted to BBB AUTO LINE. In addition, you may obtain copies of BBB AUTO LINE's records relating to your dispute, although a reasonable copying charge may be assessed. If you would like, you may request a free copy of our *Operating Procedures*.

We hope your experience with BBB AUTO LINE has been positive. If you have a complaint that we have not been able to resolve, you may register your complaint with the Arbitration Certification Program of the California Department of Consumer Affairs at 1625 North Market Boulevard, Suite N112, Sacramento, CA 95834. Their phone number is 916.574.7350. Please note that the Arbitration Certification Program does not hear appeals from arbitration decisions.

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.955.5100. Additionally, please call me if you need any assistance returning the form within the time allotted.

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

December 28, 2012

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Re: FRD1233193 [redacted] vs Ford Motor Corporation 1FMCU9DG1CK[redacted]

Dear Madam/Sir:

Enclosed is the arbitrator's *Decision and Reasons for Decision* for the above referenced case.

The customer has been sent an *Acceptance/Rejection form* and has 30 days from the date of this letter to return the form to the BBB office. We will notify you as soon as we know whether the customer has accepted or rejected the *Decision*.

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.334.2406.

Sincerely,

Edith Newton at Extension 512

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

DECISION

Submitted Date: 12/27/12
FRD1233193
VIN: 1FMCU9DG1CK[redacted]
Customer: [redacted] - Hearing Date: 12/20/12
Arbitrator: Dennis J Haase

Question 1

Vehicle (Year, Make, Model)

2012, Ford, Escape

Question 2

With respect to the consumer's "vehicle", I/we have made the following decision:

Denial of the request for repurchase.

CASE: FRD1233193
Arbitrator: Dennis J Haase

Customer: [redacted]
Date: 12/27/12

REASONS FOR DECISION

Submitted Date: 12/27/12
FRD1233193
VIN: 1FMCU9DG1CK[redacted]
Customer: [redacted] - Hearing Date: 12/20/12
Arbitrator: Dennis J Haase

Question 1

Vehicle (Year, Make, Model)

2012, Ford, Escape

Question 2

Please list each vehicle problem alleged by the customer. Include both past and present problems.

Poor gas mileage.
Difficulty braking.
A/C smell.
Loss of power.
RPMs race.

Question 3

For the following reasons, I have determined that a {please list one of the following awards below: repair, denial, repurchase, reimbursement, repurchase/replacement}

Denial

a **decision is a fair resolution of this dispute:**

The vehicle was purchased new on 8/31/2012. As of the last repair attempt the mileage was approximately 870. Therefore the vehicle is still within the manufacturer's original written warranty. The customer's complaints are for items covered under the warranty. I therefore find that the BBB Autoline Program has jurisdiction over this complaint.

Based on the written evidence submitted by the customer and the manufacturer, I find that the vehicle has been brought to a dealer for service or repair on the following dates:

9/17/2012	260 miles	1 day	fuel economy, braking, A/C smell
9/28/2012	671 miles	1 day	loss of power, A/C smell
10/9/2012	820 miles	2 days	loss of power, A/C smell
10/25/2012	870 miles	1 day	loss of power, RPMs racing

I find that the vehicle has been submitted by the customer to the manufacturer's representative on three occasions for A/C smell and loss of power. One time each for braking concern, gas mileage and RPM racing.

I find that the vehicle has been out of service for five days. The vehicle has been submitted for the same issue on three occasions. I therefore find that the presumption does not apply, since it has not been repaired on four or more occasions, nor out of service for more than 30 days, during the first 18 months or 18,000 miles.

While the presumption does not apply, I could still award a repurchase if I found that there has been a substantial impairment in the use, value or safety of the vehicle. I do not find any such impairment. The customer did bring the vehicle in on one occasion for the brakes, however the manufacturer's representative could not find anything wrong. Nor did the customer complain that they were having trouble stopping, but instead said that it took more pressure to apply the brakes than what the felt it should.

I do not find any current defects or non-conformities with the vehicle. Two different dealers have inspected the vehicle and have been unable to duplicate the customer's concerns regarding loss of power or A/C smell. Other than the A/C smell, the remaining complaints all deal with issues that can be associated with the manner in which the vehicle is operated.

The customer's claim form states that searching for a gear is a non-conformity. All automatic transmissions attempt to find the correct gear based on whether the vehicle is accelerating, the terrain of the road and the speed. If the operator is constantly accelerating and decelerating, then the automatic transmission is going to constantly search for the correct gear.

I do not find any unreasonable use by the customer.

While I do not currently find any non-conformities with the vehicle, should any arise in the future I find that the manufacturer's representative should be able to repair them.

Question 4

If awarding a repurchase or replacement:

If you have determined that the manufacturer is entitled to a deduction for reasonable use, please indicate the number of vehicle miles prior to the first repair attempt of the problem that gave rise to the nonconformity.

b **Please describe all collateral and incidental damages paid, incurred or to be incurred by the customer. Please explain why if any of these collateral/incidental damages are not awarded.**

CASE: FRD1233193
Arbitrator: Dennis J Haase

Customer: [redacted]
Date: 12/27/12

BBB AUTO LINE

Notice of Deadline for Submissions

Date: 12/18/12
Case Number: FRD1233193
Customer: [redacted]
Manufacturer: Ford Motor Company
Mfr-Info: 6700 CA 1FMCU9DG1CK[redacted]

Arbitrator(s): Mr. Dennis J Haase

Deadline to Submit Additional Case Documentation: 12/20/12

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BBB AUTO LINE

December 18, 2012

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Re: FRD1233193[redacted] vs Ford Motor Corporation 1FMCU9DG1CK[redacted]

Dear Madam/Sir:

As the client's attorney has indicated that his/her client is not planning to participate in an oral hearing and does not plan to allow the arbitrator to personally inspect the alleged problems with the vehicle, the case will proceed on written submissions only.

Enclosed are the following:

- *Notice of Deadline for Submissions*, which identifies the date by which arguments and evidence must be submitted to BBB AUTO LINE. Please note if we have already received your position, that will be forwarded. However, this is an opportunity to provide additional information.

- *Arbitrator Listing Sheet*, which identifies the arbitrator assigned to render a Decision in this matter.

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

Sincerely,

Edith Newton at Extension 512

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

BBB AUTO LINE

December 18, 2012

[redacted]
LOS ANGELES CA[redacted]

Re: FRD1233193 [redacted] vs Ford Motor Corporation 1FMCU9DG1CK[redacted]

Dear[redacted] C/O Brett Shainfeld:

This letter will confirm that you wish to present your client's case in writing rather than in an oral hearing and you have elected not to allow the arbitrator to personally inspect the alleged problems with the vehicle.

Enclosed are the following:

- *Notice of Deadline for Submissions*, which identifies the date by which arguments and evidence must be submitted to BBB AUTO LINE. Please note if we have already received your position, that will be forwarded. However, this is an opportunity to provide additional information.

- *Arbitrator Listing Sheet*, which identifies the arbitrator assigned to render a Decision in this matter.

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

Sincerely,

Edith Newton at Extension 512

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

BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [redacted],

Case Number: FRD1233193

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

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

Arbitrator Information

Arbitrator's Name: Dennis Haase

Arbitrator's Occupation:
Manage Sacramento Intl. AP/PM Operations

Arbitrator's Biography:
Mr. Dennis J. Haase is a practicing attorney and has been a BBB arbitrator since 1996. He received his J.D. in 1994 and has extensive experience in tax law. He has appeared before various federal and state courts, as well as administrative boards. Prior to being an attorney he was a manager with a fortune 100 transportation company for over 20 years.

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BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [redacted],

Case Number: FRD1233193

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

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

Arbitrator Information

Arbitrator's Name: Dennis Haase

Arbitrator's Occupation:
Manage Sacramento Intl. AP/PM Operations

Arbitrator's Biography:
Mr. Dennis J. Haase is a practicing attorney and has been a BBB arbitrator since 1996. He received his J.D. in 1994 and has extensive experience in tax law. He has appeared before various federal and state courts, as well as administrative boards. Prior to being an attorney he was a manager with a fortune 100 transportation company for over 20 years.

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BBB AUTO LINE

December 17, 2012

[redacted]
LOS ANGELES CA[redacted]

Re: FRD1233193[redacted] vs Ford Motor Corporation 1FMCU9DG1CK[redacted]

Dear [redacted] C/O [redacted]

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

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

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

Sincerely,

Edith Newton at Extension 512

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

MANUFACTURER RESPONSE FORM
(CALIFORNIA)

Case Number: FRD1233193
Customer Name: [redacted]
Warranty Start Date: 8/31/12

Vehicle: 2012 Ford Escape
VIN: 1FMCU9DG1CK[redacted]
Mileage: 870 as of 10/25/12

Purchased: ☒ New ☐ Used (mileage and date of purchase) ☐ Leased (terms of lease)
This claim is: ☒ IN BTB Warranty ☐ IN Diesel Warranty ☐ In Powertrain Warranty ☐ OUT of all Warranties
Extended Service Plan: ☐ NO ☒ YES (5/60 Premium Care ESP)

The Customer Claim Form (CCF) lists the following concerns:

- Vehicle is burning excessive fuel
- Brakes require excessive force to stop vehicle
- A.C. makes a foul smell
- Vehicle loses power at times
- Rpm's race between 3,000 and 5,000 Rpm's
- Defective transmission as vehicle hunts for a gear

MANUFACTURER'S POSITION:

Ford Motor Company would first note that attorney fees are not compensable under BBB Auto Line program guidelines. We also believe this vehicle is operating as designed and within manufacturer's specifications. None of the dealerships who inspected this vehicle were able to duplicate any of the consumer's concerns. The attached Warranty History report also notes that none of the concerns were duplicated. On two visits to two different dealerships it was suspected that the vehicle's Brake over Accelerator (BOA) technology may have been engaging. This technology is designed to allow vehicle braking if a driver inadvertently applies both the brake and accelerator to prevent unintended acceleration. On a recent visit to Hillier Ford the consumer noted racing RPM's, but the dealer only noticed that the customer was coming on and off the throttle pedal and the transmission was hunting for the proper gear in response to the driver's erratic pedal acceleration. Ford Motor Company believes this vehicle is operating as designed and does not suffer from a substantial impairment to use, value or safety. The CCF also notes only 3 repairs for the same concern and a combined total of only 5 days out of service, well below the 30 days required to establish presumption under California Lemon Law. As such, we feel that a denial decision is warranted in this Auto Line claim.

Documentation Provided (please check):

DOCUMENTATION PROVIDED

- ☐ Technical Service Bulletins
- ☐ Recall Notices
- ☐ Ford Field Service Engineer Report
- ☐ Dealer Report
- ☒ Other: Warranty History

I will participate in a hearing: By phone X In writing

Form completed by: Lou Costa Date: December 13, 2012

Phone: 866-567-6518 ext 77402 Fax: 866-432-7985

Detailed Vehicle Specification

VIN	1FMCU9DG1CK[redacted]				
Vehicle Line	T/M7	**Market Derived Code**	F		
Body Cab	T/WE	**Ver. Series**	T/EF		
Drive Type	T/F				
PLT CD	AJ	**TRS CD**	T/W6	**ENG CD**	T/SG
Production Date	23-MAR-12	**Warranty Start Date**	31-AUG-12		
Selling Dealer	172207	**Selling Country**	USA		

	AWS Claim Key	Trx Code	Time In Service	Labor Hours	Dealership	DIST (Miles)	Repair Date	Prefix	Base	Suffix	Doc
Details	2373423	2	1	.2	ALBANY FORD, INC	671	28-SEP-12	*	NPF	*	32308302
	Customer Comments	CUSTOMER STATES VEHICLE LOSES POWER AT TIMES. NOTICEABLE WHEN REACCELERATING IN TRAFFIC OR AT TIMES FROM A STOP. CONCERN WAS NOT VERIFIED BY SERVICE MANAGER ON ROAD TEST PRIOR TO WRITE UP									
	Tech Comments	ROADTEST VEHICLE ON FREEWAY. UNABLE TO VERIFY CUSTOMER S CONCERN. CHECKED FOR TSB S AND SSM S. ONLY FOUND 22246 REGARDING BRAKE OVER ACCELERATION INFO. SOME CUSTOMERS MAY HAVE ISSUES WITH PRESSING BRAKE AND ACCELERATOR AT THE SAME TIME. SYSTEM CAME INTO EFFECT ON 2011 2013. PERFORMED SELF TESTS NO CODES FOUND.									
Details	2472883	P11	2	1.8	TOM HILLIER FORD	820	05-OCT-12	*	DRIVE	*	06622301
	Customer Comments	CUSTOMER STATES VEHICLE WILL LOSE POWER INTERMITTENTLY. WILL PICKUP POWER AFTER CUSTOMER RAISES FOOT OFF OF GAS PEDAL .									
	Tech Comments	UNABLE TO DUPLICATE CONCERN. DROVE OVER 30 MILES. NO CONCERN NOTICED. FOUND SSM 22246 WHICH DESCRIBES THE CUSTOMERS CONCERN WITH BOA FEATURE. RECOMMEND INSTALLING FLIGHT RECOREDER AND HAVING CUSTOMER DRIVE VEHICLE.									
Details	2665769	P11	2	1.3	TOM HILLIER FORD	870	25-OCT-12	*	DRIVE	*	06641401
	Customer Comments	CUSTOMER STATES VEHICLE LOSES POWER , RPMS RACING CUSTOMER STATES BETWEEN 3 5000 RPMS									
	Tech Comments	TECHNICIAN TEST DROVE VEHICLE WITH CUSTOMER , ONLY THING NOTICED WAS CUSTOMER COMING ON AND OFF THROTTLE PEDAL AND TRANSMISSION HUNTING FOR A GEAR.									

BBB AUTO LINE

December 14, 2012
Re:carem FRD1233193: [redacted] vs Ford Motor Corporation
1FMCU9DG1CK[redacted]

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Dear Madam/Sir:

It is important that both parties provide information to the arbitrator supporting their respective positions. The BBB follows up with the customer and you to obtain your position. Please return your California Manufacturer Response Form (CAMRF) explaining the basis for the position you are taking on the case and summarizing what action you believe is appropriate for the arbitrator to make based on the facts of the case.

In addition to your arbitration position/CAMRF, please provide any other support documentation (i.e. technical service bulletins, work orders, purchase invoices, etc.) you want the arbitrator to review at the arbitration hearing. It is essential both parties submit information in sufficient time for the BBB to share the documents with the other party so each of you is given adequate time to review the other party's documents and prepare your case.

As of the date of this letter, we have yet to receive your position and support documentation. Please make sure we have your documents no later than five business days after the date of this letter.

Please contact me if you have any questions or if I may be of help.

Sincerely,

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

December 12, 2012

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Re: FRD1233193[redacted] vs Ford Motor Corporation 1FMCU9DG1CK[redacted]

Dear Madam/Sir:

Enclosed are:

* Arbitrator Listing Sheet(s)
* A map to the hearing site
* Hearing Format Outline
* *Notice of Hearing*

The *Notice of Hearing* lists the date, time and location of your arbitration hearing. The manner in which each party will participate in the hearing is indicated on the *Notice of Hearing.*

We are enclosing supporting documentation, if any, submitted by the consumer and not previously sent to you.

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

Sincerely,

Edith Newton at Extension 512

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

Record of Arbitration Hearing
(To Be Completed by Arbitrator)

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

Case No: FRD1233193 Date of Hearing: 12/20/12

Consumer and Attorney (if any): [redacted]

Company and Representative Name: Ford Motor Company

Arbitrator(s): _____

Hearing Location/Address: _____

_____

1. Type of Hearing

Consumer:		Company:	
❒	In Person	❒	In Person
❒	Written	❒	Written
❒	Telephone	❒	Telephone

2. Consumer and Witnesses — *Summary of Relevant and Material Testimony of the consumer and any witnesses*

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

3. Witnesses for Company

Name of Witness	*Summary of Relevant and Material Testimony*
_____	_____
	_____
_____	_____
	_____
_____	_____
	_____

4. Impartial technical expert or other witnesses

Name of Witness	*Summary of Relevant and Material Testimony*
_____	_____
	_____
_____	_____
	_____
_____	_____
	_____

5. **PLEASE ATTACH ALL DOCUMENTARY EVIDENCE INTRODUCED AT THE HEARING.**

Record filled out by: _____

(Signature)

_____

(Printed Name)

_____

(Date)

BBB AUTO LINE

December 12, 2012

[redacted]
LOS ANGELES CA [redacted]

Re: FRD1233193 [redacted] vs Ford Motor Corporation 1FMCU9DG1CK[redacted]

Dear [redacted]:

Enclosed are:

* The Arbitrator Listing Sheet(s);
* A map to the hearing site;
* The Hearing Format Outline; and
* The *Notice of Hearing*.

The *Notice of Hearing* lists the date, time and location of your arbitration hearing. The manner in which each party will participate in the hearing is indicated on the *Notice of Hearing*.

As you prepare for your upcoming arbitration hearing, you may want to view video clips of a hearing on our website at: http://www.bbb.org/us/auto-line/. The short video clips are intended to familiarize you with the process so you will know what to expect at your arbitration.

We strongly recommend that you bring your vehicle to the hearing in case the arbitrator would like to inspect or test drive it.

We are enclosing supporting documentation, if any, submitted by the manufacturer and not previously sent to you.

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

Sincerely,

Edith Newton at Extension 512

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

BBB AUTO LINE

Date: 12/12/2012 Case Number: FRD1233193

Customer: [redacted]

Business: Ford Motor Company

Mfr-Info: 6700 CA 1FMCU9DG1CK[redacted]

You have been selected to serve as Arbitrator in a dispute involving the above parties. Unless you are not able to accept this responsibility or feel you cannot give an impartial decision in this matter, please sign this Arbitrator's Oath.

To maintain the integrity of this entire process, please disclose any relationship you may have had with any of the parties named above or with their attorneys (if any). Financial, professional, commercial, competitive, social, or family relationships, no matter how remote, should be revealed.

Oath

I, _____, hereby accept appointment as Arbitrator of the dispute concerning the Parties named above. I swear/affirm that I will act faithfully and impartially, to the best of my ability, to hear and examine the issues in dispute, and conduct the proceedings and render a decision pursuant to the rules of the BBB AUTO LINE program.

Signature of Arbitrator: _____

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BBB AUTO LINE

NOTICE OF DEADLINE OF SUBMISSION ONLY

Date: 12/12/12

Case Number: FRD1233193
Customer: [redacted]

Business: Ford Motor Company
Mfr Info: 6700 CA 1FMCU9DG1CKC54625

Arbitrators: Mr. Dennis J Haase

Hearing Date, Time, Place: 12/20/12 NO INSPECT PST
BBB of Northeast California
3075 Beacon Blvd.
West Sacramento, CA956913462

Hearing Site Phone: (916) 443-6668
AUTOLINE Director Phone: (916) 443-6668 Fax : (916) 443-0376

Customer Will Participate: ☐ in person ☐ by phone ☒ in writing
Manufacturer Will Participate: ☐ in person ☐ by phone ☒ in writing

Customer Represented By: ☐ Self ☒ Attorney

Attorney Name: Brett Shainfeld
Attorney Phone Number: (310) 442-1410
Attorney Fax Number:

INSTRUCTIONS

1. We make every effort to assist persons with disabilities. If you need special assistance to participate in the arbitration hearing, please notify the BBB.
2. Bring all witnesses you want to testify.
3. Bring the original of any documents you have previously submitted to BBB AUTO LINE. If you bring any documents that you did not previously provide, please bring extra copies for the arbitrator and the other party.
4. We strongly recommend that you bring your vehicle to the hearing in case the arbitrator would like to inspect or test drive it.
5. NOTIFY THE BBB AT LEAST 5 DAYS PRIOR TO THE HEARING IF YOU DECIDE TO HAVE A LAWYER REPRESENT YOU AT THE HEARING OR THE INSPECTION.
6. Notify the BBB at once if you cannot be present at the hearing. The hearing will be conducted in your absence should you fail to participate in person or by phone.
7. Refer to How BBB AUTO LINE Works for more detailed information on the arbitration process.
8. Current vehicle registration and insurance are required for all test drives.

BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [redacted],

Case Number: FRD1233193

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

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

Arbitrator Information

Arbitrator's Name: Dennis Haase

Arbitrator's Occupation:
Manage Sacramento Intl. AP/PM Operations

Arbitrator's Biography:
Mr. Dennis J. Haase is a practicing attorney and has been a BBB arbitrator since 1996. He received his J.D. in 1994 and has extensive experience in tax law. He has appeared before various federal and state courts, as well as administrative boards. Prior to being an attorney he was a manager with a fortune 100 transportation company for over 20 years.

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BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [redacted],

Case Number: FRD1233193

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

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Arbitrator Information

Arbitrator's Name: Dennis Haase

Arbitrator's Occupation:
Manage Sacramento Intl. AP/PM Operations

Arbitrator's Biography:
Mr. Dennis J. Haase is a practicing attorney and has been a BBB arbitrator since 1996. He received his J.D. in 1994 and has extensive experience in tax law. He has appeared before various federal and state courts, as well as administrative boards. Prior to being an attorney he was a manager with a fortune 100 transportation company for over 20 years.

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[redacted]

Inspection Report

FRD1233193

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

Manufacturer: _____

Arbitrator's Name: _____ Date of Inspection: ___/___/___

Location of Inspection: _____

Vehicle Information: Make: _____ Model: _____

Year: _____ Mileage: _____ VIN: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

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

Conditions or Components Inspected:

_____

_____

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

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

_____

_____

Exterior

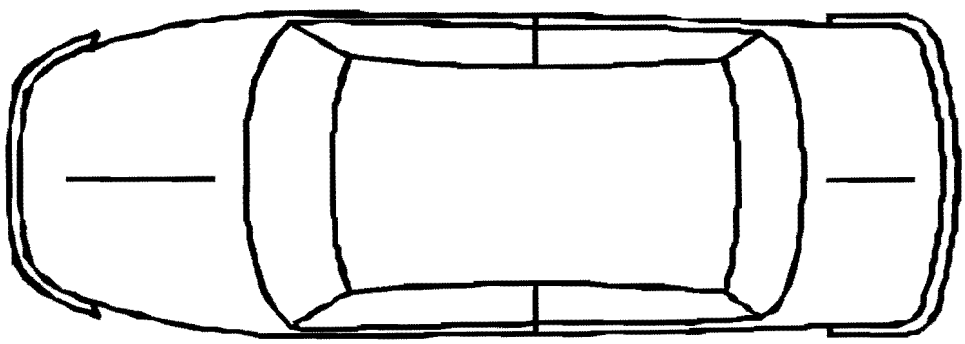
Overall condition of the vehicle's exterior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

_____

_____

Please indicate damage below:



Interior

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

What damage is beyond normal wear and tear?

_____

_____

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BBB AUTO LINE

Arbitrator Opening Statement

Ensure that you include each of the following points in your opening statements to the parties, and that you adhere to them throughout the arbitration hearing.

- ☐ Welcome the parties and thank them for using arbitration.
- ☐ Administer the *Oaths of Participant*.
- ☐ State you will not disclose details of the case to anyone except, possibly, to BBB AUTO LINE staff for administrative purposes.
- ☐ Disclose conflicts of interest or prior experience with either of the parties, and ask if they know of any conflicts of interest.
- ☐ Confirm both parties have the right to an attorney.
- ☐ Review the hearing procedures, step by step.
- ☐ Explain you may curb irrelevant or repetitious testimony.
- ☐ Request the parties agree to demonstrate common courtesy and refrain from interrupting each other during the hearing.
- ☐ Explain you will maintain control of the hearing.
- ☐ Notify the parties you will take notes.
- ☐ Notify the parties you will be impartial and will not express opinions or react emotionally.
- ☐ Let the parties know if you have any specific physical habits or characteristics that may affect your behavior.
- ☐ Explain you will keep the hearing focused on relevant issues.
- ☐ Explain the decision is binding on the manufacturer if the consumer accepts it.
- ☐ Explain you will be submitting your *Decision* and *Reasons for Decision* to the BBB within 3 days (excluding weekends) from the close of the hearing, and the BBB will mail a copy of those documents to each party.
- ☐ Briefly review and label any and all documents submitted by the parties prior to the hearing.

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BBB AUTO LINE

Arbitration Hearing Format

Arbitrator's Opening Statement

Parties' Presentations

A. Presentation of consumer's testimony, evidence and witness(es) [20 minutes]
B. Presentation of business' testimony, evidence and witness(es) [20 minutes]

Questioning

A. Questions, comments and rebuttals by consumer [5 minutes]
B. Questions, comments and rebuttals by business [5 minutes]
C. Questions by arbitrator

Inspection (If requested by arbitrator)

A. Arbitrator instructs parties about inspection/test drive procedures
B. Inspection (and test drive, if necessary)
C. Questions or comments about inspection (and test drive) by consumer [5 minutes]
D. Questions or comments about inspection (and test drive) by business [5 minutes]
E. Questions about inspection (and test drive) by arbitrator

Recess – Arbitrator will take a recess to assess whether more information or evidence may be needed. If a party is participating by telephone, BBB AUTO LINE staff will check to make sure that any faxes from that party have been shared with the other party.

Closing the Hearing

A. Final questions, testimony or evidence by either party [10 minutes]
B. Final questions by arbitrator
C. Closing statement by business [5 minutes]
D. Closing statement by consumer [5 minutes]

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

Location of Better Business Bureau

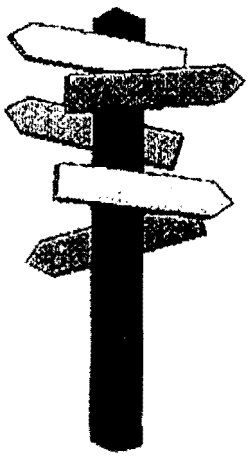
Name of building (if any)

3075 Beacon Blvd. West Sacramento, CA

Bureau Address and City

916-443-6668

Bureau Phone Number (Emergencies Only)



DIRECTIONS

From Highway 50/Business 80:

Take the Harbor Blvd Exit
Merge right (south) onto Harbour Blvd.
Turn right(west) onto Beacon Blvd.

From Intrastate 5

Merge onto Business 80 west
Take Harbour Blvd exit
Merge right (south) onto Harbour Blvd.
Turn right(west) onto Beacon Blvd.

MANUFACTURER RESPONSE FORM
(CALIFORNIA ARBITRATION POSITION STATEMENT)

Case Number: FRD1233193

Vehicle: 2012 Escape

Customer Name: [redacted]

VIN: 1FMCU9DG1CK[redacted]

Probable Hearing Location: Placentia

Manufacturer's Position:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Documentation Provided (please check):

- ☐ Technical Service Bulletin(s)
- ☐ Recall Notice(s)
- ☐ Vehicle Repair Records
- ☐ Purchase/Lease documentation
- ☐ Other: _____

The manufacturer's position and documentation will be furnished to the customer and the arbitrator prior to a hearing in this case.

I will participate in a hearing ☐ By phone ☐ In person ☐ In writing

Form completed by: _____ Date:___/___/___

Future Contact: _____

Phone: _____ Fax: _____

Please return this form as soon as possible to: BBB AUTO LINE

Fax: 703.247.9700

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

BBB AUTO LINE

December 6, 2012

LOU COSTA
FORD MOTOR COMPANY
1320 S BABCOCK ST
MELBOURNE FL 32901

Re: FRD1233193 [redacted] vs Ford Motor Corporation 1FMCU9DG1CK[redacted]

Dear Madam/Sir:

The customer named above has submitted all required information to open a claim, and his/her case is officially opened in the BBB AUTO LINE program. Enclosed you will find a *Customer Claim Form*, a *Manufacturer's Response Form (MRF),* and any supporting documentation provided by the customer.

Please review the customer's claim. We will contact you within seven days to discuss possible settlement of the claim. If you resolve the dispute, or if you would like our help sooner, please contact me.

Please send us:

a) Your position in this dispute in writing on the attached *MRF*
b) Copies of any documents relevant to this dispute, including the following:
   - Technical service bulletins (if any)
   - Recall notices (if any)
   - Vehicle repair records; and
   - Purchase/lease contracts with respect to this vehicle.

Please complete the *MRF* and fax it to me at 703.247.9700 no later than seven days from the date of this letter.

Your position on the *MRF* and any documents that you attach will be sent to the consumer and arbitrator prior to the hearing.

Thank you for your active participation in the BBB AUTO LINE program. You may call me at 800.334.2406 (see the extension listed below) if you have any questions.

Sincerely,

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

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

www.shainfeld-anvar.com

VR12TGC
FRD 1233193

FACSIMILE COVER SHEET

December 5, 2012

To: BBB Auto -Line	**From:** Alberto Spence Paralegal to
Firm:	**Shainfeld & Anvar. PC Fax No: (877) 566-8828**
Fax No: 703-247-9700	**Sent by Facsimile and U.S. Mail: Yes [ ] No [x]**
Re: Case No.: FRD1233193 - [redacted]	**# of pages (including cover):** 14

COMMENTS

Please the attached documents pertaining to the above referenced matter. As always, feel free to contact our office with any questions or concerns. Thank you.

CONFIDENTIALITY NOTE

The information in this facsimile transmission is legally privileged and confidential intended only for the use of the individual or entity named above. If the receiver of this transmission is not the intended recipient, you are hereby notified that any use, dissemination, distribution or copy of this transmission is strictly prohibited. If you have received this in error, please call.

If you do not receive all pages, please call (310) 442-1410

BBB AUTO LINE
Customer Claim Form

Case number: FRD1233193
Contact date: 11/27/12
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: LOS ANGELES State: CA Zip code: [redacted]

Day phone: [redacted] Evening phone: Cell phone:

Fax: E-mail address:

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: Escape Year: 2012 Current mileage: 0

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , , CA

Primary Servicing dealer/city/state: FOLSOM LAKE FORD, INC., FOLSOM CA

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 08/31/12 Mileage at purchase/lease: 21

First repair attempt date: 09/07/12 First repair attempt mileage: 0 260

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles registered in California by vehicle owner/lessee: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

REPURCHASE OF VEHICLE PLUS PAYMENT OF ATTORNEYS' FEES

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

VEHICLE INDENTIFICATION NUMBER 1FMCU9D81CK[redacted]

Lienholder/Leasing Company Ford Motor Credit Co LLC **Phone Number** 1-800-727-7000

CACCF

Case Number: FRD1233193

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 9 days 6/10/07 12,700 miles 1 day	yes
VEHICLE IS BURNING EXCESSIVE FUEL	FOLSOM LAKE FORD	1	9/17/12; 260 MILES; 1 DAY	YES
BRAKES ARE REQUIRING EXCESSIVE FORCE TO STOP VEHICLE	FOLSOM LAKE FORD ALBANY FOR	3	9/7/12; 260 MILES; 1 DAY 9/28/12; 671 MILES; 2 DAYS	YES
A/C MAKES A FOUL SMELL	ALBANY FORD	2	9/28/12; 671 MILES; 2 DAYS	YES
VEHICLE LOSES POWER AT TIMES	ALBANY FORD HILLIER FORD	3	9/28/12; 671 MILES; 2 DAYS 10/9/12; 820 MILES; 1 DAY 10/25/12; 870 MILES; 1 DAY	YES
RPM'S RACE BETWEEN 3,000 & 5,000 RPM'S	HILLIER FORD	1		YES
DEFECTIVE TRANSMISSION AS VEHICLE HUNTS FOR A GEAR	HILLIER FORD	1	10/25/12; 870 MILES 1 DAY	YES

Total days out of service for all problems: 5

Signature of Titled Owner(s) [redacted] Date 12/04/12

I am submitting this dispute for [redacted] 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

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE
(WITH ARBITRATION PROVISION)

Dealer Number _____ Contract Number _____ R.O.S. Number 27980940 Stock Number 120998

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[redacted] RIVERBANK CA [redacted] STANISLAUS	[redacted] RIVERBANK CA [redacted] STANISLAUS	FOLSOM LAKE FORD, INC. 12755 FOLSOM BLVD FOLSOM CA 95630 SACRAMENTO

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Fina Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contr

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2012	FORD TRUCK ESCAPE	21	1FMCU9DG1CK[redacted]	Personal, family or household unless otherwise indicated below. ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 0.00 is
9.99 %	$ 10156.44(e)	$ 36343.56	$ 47500.00(e)	$ 48500.00(e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	1000.00	09/22/2012
One Payment of N/A	N/A	N/A
59 Payments	775.00	Monthly, Beginning 10/15/2012
N/A Payments	N/A	Monthly, Beginning N/A
One Final Payment	775.00	DUE ON 09/15/2017
N/A	N/A	N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price
   A. Cash Price of Motor Vehicle and Accessories $ 28270.00(A)
      1. Cash Price Vehicle $ 28270.00
      2. Cash Price Accessories $ N/A
      3. Other (Nontaxable)
         Describe N/A $ N/A
         Describe N/A $ N/A
   B. Document Processing Charge (not a governmental fee) $ 80.00(B)
   C. Emissions Testing Charge (not a governmental fee) $ N/A(C)
   D. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A(D)
   E. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A(E)
   F. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A(F)
   G. (Optional) Surface Protection Product (to whom paid) N/A $ N/A(G)
   H. (Optional) Surface Protection Product (to whom paid) N/A $ N/A(H)
   I. Sales Tax (on taxable items in A through H) $ 2000.61(I)
   J. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (to whom paid) GEN SYSTEM SOLUTIONS $ 20.00(J)
   K. (Optional) Service Contract (to whom paid) FORD ESP PREM CARE $ 2393.00(K)
   L. (Optional) Service Contract (to whom paid) PREM MAINTENANCE $ 2215.00(L)

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financ the purchase of a motor vehicle to purchase or negotiate a insurance through a particular insurance company, agent broker. You are not required to buy any other insurance obtain credit. Your decision to buy or not buy other insurar will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premiu
$ N/A Ded. Comp., Fire & Theft	N/A Mos.	$ N/
$ N/A Ded. Collision	N/A Mos.	$ N/
Bodily Injury $ N/A limits	N/A Mos.	$ N/
Property Damage $ N/A limits	N/A Mos.	$ N/
Medical N/A	N/A Mos.	$ N/
N/A	N/A Mos.	$ N/
Total Vehicle Insurance Premiums		$ N/

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT F PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PRIME FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requi (se [redacted] eptable to us. are [redacted] obtain credit.

Bu[redacted]
Co-Bu[redacted]
Seller [redacted]

If any insurance is obtained from policies or certificates from named insurance companies will describe the terms and conditions

Application for Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.	N/A	$ N/A
Credit Disability	N/A Mos.	N/A	$ N/A
Total Credit Insurance Premiums			$ N/A

Insurance Company Name N/A
N/A
Home Office Address N/A
N/A

Credit life insurance and credit disability insurance are n required to obtain credit. Your decision to buy or not buy cre life and credit disability insurance will not be a factor in th credit approval process. They will not be provided unless yo sign and agree to pay the extra cost. Credit life insurance based on your original payment schedule. This insurance ma not pay all you owe on this contract if you make late payment Credit disability insurance does not cover any increase in yo payment or in the number of payments. Coverage for credit li

Describe N/A $ N/A

B. Document Processing Charge (not a governmental fee) $ 80.00 (B)
C. Emissions Testing Charge (not a governmental fee) $ N/A (C)
D. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A (D)
E. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A (E)
F. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A (F)
G. (Optional) Surface Protection Product (to whom paid) N/A $ N/A (G)
H. (Optional) Surface Protection Product (to whom paid) N/A $ N/A (H)
I. Sales Tax (on taxable items in A through H) $ 2590.81 (I)
J. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (to whom paid) GEN SYSTEM SOLUTIONS $ 29.00 (J)
K. (Optional) Service Contract (to whom paid) FORD ESP PREM CARE $ 2393.00 (K)
L. (Optional) Service Contract (to whom paid) PREM MAINTENANCE N $ 2245.00 (L)
M. (Optional) Service Contract (to whom paid) N/A $ N/A (M)
N. (Optional) Service Contract (to whom paid) N/A $ N/A (N)
O. (Optional) Service Contract (to whom paid) N/A $ N/A (O)
P. Prior Credit or Lease Balance paid by Seller to CAR WEST LLC (e) $ 243.00 (P)
(see downpayment and trade-in calculation)
Q. (Optional) Gap Contract (to whom paid) OWNER GUARD $ 700.00 (Q)
R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (R)
S. Other (to whom paid) N/A
For N/A $ N/A (S)
Total Cash Price (A through S) $ 36950.81 (1)

2. Amounts Paid to Public Officials
A. Vehicle License Fees $ 184.00 (A)
B. Registration/Transfer/Titling Fees $ 100.00 (B)
C. California Tire Fees $ 8.75 (C)
D. Other N/A $ N/A (D)
Total Official Fees (A through D) $ 292.75 (2)

3. Amount Paid to Insurance Companies
(Total premiums from Statement of Insurance column a + b) $ N/A (3)

4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee $ N/A (4)

5. Subtotal (1 through 4) $ 36343.56 (5)

6. Total Downpayment
A. Agreed Trade-In Value Yr 2012 Make FORD $ 30123.00 (A)
Model FLEX Odom 3224
VIN 2FMHK6DTXCB[redacted]
B. Less Prior Credit or Lease Balance (e) $ 25613.00 (B)
C. Net Trade-In (A less B) (indicate if a negative number) $ (5490.00) (C)
D. Deferred Downpayment $ 1000.00 (D)
E. Manufacturer's Rebate $ 4250.00 (E)
F. Other N/A $ N/A (F)
G. Cash $ N/A (G)
Total Downpayment (C through G) $ 0.00 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. Amount Financed (5 less 6) $ 36343.56 (7)

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in N/A
installments of $ N/A $ N/A
from this loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable:
N/A

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on th[redacted] Seller is unable to assig[redacted]
X [redacted] X [redacted]
Buyer Co-Buyer

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration [redacted] arming the agreement to arbitrate.

Buyer Sign[redacted]
Co-Buyer Sign[redacted]

Credit Life N/A Mos. N/A $ N/A
Credit Disability N/A Mos. N/A $ N/A
Total Credit Insurance Premiums $ N/A
Insurance Company Name N/A
N/A
Home Office Address N/A
N/A

Credit life insurance and credit disability insurance are required to obtain credit. Your decision to buy or not buy c life and credit disability insurance will not be a factor i credit approval process. They will not be provided unless sign and agree to pay the extra cost. Credit life insuran based on your original payment schedule. This insurance not pay all you owe on this contract if you make late payme Credit disability insurance does not cover any increase in payment or in the number of payments. Coverage for cred insurance and credit disability insurance ends on the cri date date for the last payment unless a different term fo insurance is shown above.

You are applying for the credit insurance mar above. Your signature below means that you ag that: (1) You are not eligible for insurance if you h reached your 65th birthday. (2) You are eligible disability insurance only if you are working for wa or profit 30 hours a week or more on the Effec Date. (3) Only the Primary Buyer is eligible disability insurance. DISABILITY INSURANCE M NOT COVER CONDITIONS FOR WHICH YOU HA SEEN A DOCTOR OR CHIROPRACTOR IN T LAST 6 MONTHS (Refer to "Total Disabilities I Covered" in your policy for details).
You want to buy the credit insurance.

X
Date Buyer Signature Ag
X
Date Co-Buyer Signature Ag

OPTIONAL GAP CONTRACT A gap contract (debt cance tion contract) is not required to obtain credit and will not provided unless you sign below and agree to pay the e charge. If you choose to buy a gap contract, the charge is sh in item 1Q of the itemization of Amount Financed. See your contract for details on the terms and conditions it provides. a part of this contract.

Term 60 Mos. OWNER GUARD
Name of Gap Contract

I want to buy a gap contract.
Buyer Signs [redacted]

OPTIONAL SERVICE CONTRACT(S) You want purchase the service contract(s) written with the followi company(ies) for the term(s) shown below for the charge shown in item 1K, 1L, 1M, 1N, and/or 1O.

1K Company FORD ESP PREM CARE
Term 60 Mos. or 50000 Mi
1L Company PREM MAINTENANCE NOR
Term 60 Mos. or 60000 Mi
1M Company N/A
Term N/A Mos. or N/A Mi
1N Company N/A
Term N/A Mos. or N/A Mi
1O Company N/A
Term [redacted]
Buyer X [redacted]

HOW THIS CONTRACT CAN BE CHANGED. T contract contains the entire agreement between and us relating to this contract. Any change to contract must be in writing and both you and must sign it. No oral changes are binding.

Buyer S[redacted]
Co-Buyer Signs X [redacted]

Proceeds of Loan From: N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in N/A
Instalments of $ N/A $ N/A
from this Loan is shown in Item 6D.

to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable:

N/A

Term N/A Mos. or N/A Miles
10 Company N/A
Term N/A Miles
Buyer X [redacted]

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on th[redacted] Seller is unable to assign this contract to a financial institution within

X [redacted] X [redacted]
Buyer Co-Buyer

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X [redacted]
Co-Buyer Signs X [redacted]

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Pro[redacted]erning this agreement to arbitrate.

Buyer Signs X [redacted]
Co-Buyer Signs X [redacted]

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before N/A, Year N/A SELLER'S INITIALS N/A

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR A FULL-TERM FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

TH[redacted]HAT HE/SHE UNDERSTANDS THESE PUBLIC LIA[redacted]

S/S X [redacted] X [redacted]

Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in Item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this co[redacted] obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund.

Buyer Signature [redacted] Co-Buyer Signature [redacted]

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair [redacted]eller to make a unilateral change.

Buyer Signature X [redacted] Co-Buyer Signature X [redacted]

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

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETE COPY OF THIS CONTRACT WHEN YOU SIGNED IT.

Buyer Signature X [redacted] Date 08/31/12 Co-Buyer Signature X [redacted] Date 08/31/12

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a [illegible] payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date _____ Guarantor X _____ Date _____
Address _____ Address _____

Seller Signs _____ Date _____ By X _____ Title _____

FOLSOM LAKE FORD INC. 08/31/12

RMW FORM NO. 533-CA-ARB (REV. 7/12) U.S. PATENT NO. D466,702
©2012 The Reynolds and Reynolds Company TO ORDER: www.rrdforms.com 1-800-944-8906; fax 1-800-643-9666
THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

A Public Service Agency

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILED A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

********** DO NOT DETACH - REGISTERED OWNER INFORMATION **********

A Public Service Agency

REGISTRATION CARD VALID FROM: 08/31/2012 TO: 09/02/2013

MAKE	YR MODEL	YR 1ST SOLD	VLP CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	2012	2012	HR	110	K0	[redacted]

BDY TYPE MODEL	MP	MO	VEHICLE ID NUMBER
UT	G	TW	1FMCU9DG1CK[redacted]

TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	FIC	STICKER ISSUED
AUTOMOBILE	09/14/12	50	09/07/12	4	H8080372

REGISTERED OWNER
[redacted]
RIVERBANK
CA 95367

AMOUNT PAID
$ 300.00

AMOUNT DUE
$ 300.00

AMOUNT RECVD
CASH :
CHCK :
CRDT :

LIENHOLDER
FORD MOTOR CRDT CO LLC
260 INTERSTATE N PKWY NW

ATLANTA
GA 30339

A00 195 28 0030000 0173 CB A00 091412 K0 DBT7176 625

Oct 12 12 12:43p p.1

FOCS647176

Motorcraft
QUALITY PARTS FOR QUALITY CARS
EPA# CA0000925972
BAR # AL143518

FOCS647176

FOLSOM LAKE FORD
Northern California's New Ford Service
INTERNET: http://www.folsomlakeford.com
E-MAIL: info@folsomlakeford

Blue Oval Certified

12755 FOLSOM BLVD., FOLSOM, CA 95630 916-353-2000

0101IFOCS647176

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
178613	GARY GOINGS	439 8099	09/07/12	FOCS647176

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		260	INGOT SILV	120998

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
12/FORD TRUCK/ESCAPE/UT 4DR 4WD XLT	08/31/12	21

VEH CUST'D NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 9 D G 1 C K [redacted]		

E.T.E. NO.	P.O. NO.	R.O. DATE
		09/07/12

[redacted]
RIVERBANK, CA [redacted]
[redacted]
[redacted]

BUSINESS PHONE COMMENTS

NO: 273

JOB# 1 CHARGES----------

LABOR----------
J# 1 09FOZ FUEL SYSTEMS TEST. TECH(S):5707 INTERNAL
OWNER REPORTS THE VEHICLE IS USING MORE GAS THAN IT SHOULD.
RUN FUEL CONSUMPTION TEST AND ADVISE PLEASE
ROAD TESTED & PERFROMED FUEL ECOMEY TEST I AVERAGED 23.4
MPG
E

MISC------CODE--------DESCRIPTION----------CONTROL NO---------
PS POLICY ADJUSTMENT-SERVICE INTERNAL
TOTAL - MISC 0.00

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------
J# 2 02FOZ-2000B BRAKE CONCERN DIAG TECH(S):5707 INTERNAL
OWNER REPORTS THE BRAKES ARE REQUIRING MORE FORC TO STOP
THAN THEY SHOULD. INSPECT AND ADVISE PLEASE
ROAD TESTED COULD NOT VERIFY THIS CONCERN AT THIS TIME.
VISUALLY INSPECTED BRAKE PADS, CLAIPERS, ROTORS, ALL OK AT
THIS TIME

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES----------

LABOR----------
J# 3 12FOZ-02344A INTERIOR TRIM-MINOR TECH(S):5707 INTERNAL
OWNER REPORTS THE VEHICLE HAD A FUNNY SMELL WHEN THEY FIRST
WENT ON TEST DRIVE BEFORE THEY PURCHASED IT. INSPECT AND
ADVISE PLEASE
COULD NOT VERIFY THIS CONCERN.
SENDING TO DETAIL TO HAVE THE INTERIOR REFRESHENED

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES----------

LABOR----------
J# 4 01FOZTIRE-PSI TIRE PSI INSPECTION TECH(S):5707 INTERNAL
INSPECT TIRE PRESSURE AND DOCUMENT

LEFT FRONT-----LEFT REAR-----RIGHT FRONT-----RIGHT REAR-----
TIRE INFLATION REGULATION
ADJ. TIRE PRESSURE TO 36PSI

I acknowledge notice and call approval of an increase in the original estimated price.

SIGNATURE

The Reynolds and Reynolds Company ERA INTAVE

FOCS647176

FOLSOM LAKE FORD

INTERNET: http://www.folsomlakeford.com
E-MAIL: info@folsomlakeford

BlueOval Certified

12765 FOLSOM BLVD., FOLSOM, CA 95630 916-353-2000

Motorcraft

EPA# CAD000626872
BAR # AL143918

FOCS647176

0101I#OCS647176

CUSTOMER NO. 178613	ADVISOR GARY GOINGS 439	ENG NO. 8099		INVOICE DATE 09/07/12	INVOICE NO. FOCS647176
[redacted]	LABOR TIME	LICENSE NO.	MILEAGE 260	COLOR INGOT SILV	STOCK NO. 120998
	YEAR/MAKE/MODEL 12/FORD TRUCK/ESCAPE/UT 4DR 4WD XLT			DELIVERY DATE 08/31/12	DELIVERY MILES 21
RIVERBANK, CA [redacted]	VEHICLE I.D. NO. 1FMCU9DG1CK[redacted]			SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.T.E. NO.	R.O. NO.		R.O. DATE 09/07/12	
[redacted]	BUSINESS PHONE	COMMENTS			MO: 273

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

TOTALS----------

NEW SERVICE DEPARTMENT HOURS 7:00AM TO 6:00PM MONDAY
7:00AM TO 7:00PM TUE-FRIDAY!
8:00AM TO 5:00PM SATURDAYS
BODYSHOP HOURS : 8:00AM TO 5:00PM M-F

YOU MAY RECEIVE A SATISFACTION SURVEY BY MAIL OR PHONE, IF YOU'RE NOT COMPLETELY SATISFIED TO ALL THE QUESTIONS, PLEASE CONTACT OUR SERVICE MANAGER. YOUR SATISFACTION IS OUR #1 GOAL. THANK YOU FOR CHOOSING FOLSOM LAKE FORD
www.folsomlakeford.com
****

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.....

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

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

I acknowledge notice and oral approval of an increase in the original estimated price.

SIGNATURE

PAGE 2 OF 2 SERVICE FILE COPY [END OF INVOICE] 11:62am

The Reynolds and Reynolds Company

PLEASE REMEMBER [redacted] OPEN
UNTIL MIDNIGHT [redacted]
CONVEN[redacted]

FORD SUBARU

929 San Pablo Avenue, Albany, CA 94706 • 510-528-1244
www.albanyfordsubaru.com

DEALER # 72B014
07797
CALIF. S.A.R. REG. #ARD169
EPA # CAD 983670167

SERVICE OPEN UNTIL MIDNIGHT

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.

CUSTOMER NO.	ADVISOR	MAP	INVOICE DATE	INVOICE NO.
51691	AARON PEARSON 3099	614	09/28/12	FOCS323083
[redacted]	LABOR RATE [redacted]	MILEAGE 671	COLOR SILVER/	STOCK NO.
	YEAR/MAKE/MODEL 12/FORD TRUCK/ESCAPE/4WD 4DR XLT		DELIVERY DATE	DELIVERY MILES
	VEHICLE ID. NO. 1 [illegible] [redacted]		SELLING DEALER NO.	PRODUCTION DATE
RIVERBANK, CA [redacted]	F.T.E. NO.	P.O. NO.	R.O. DATE 09/28/12	

[illegible] NO: 674

JOB# 1 CHARGES

LABOR

J# 1 00FOZ HEAT/COOL/INSP TECH(S)3029 WARRANTY

CUSTOMER REQUESTS TO INSPECT FOR THE FOLLOWING CONCERN:
CUSTOMER STATES A/C ON HEAT MAKES A FOUL SMELL. SMELL
WAS INSPECTED IN SERVICE DRIVE BY SERVICE MANAGER AT
TIME OF WRITE UP AND NO ABNORMAL SMELL WAS NOTICED.
CHECK AND ADVISE.

INSPECTED FOR ODOR. NO ABNORMAL ODOR FOUND. UNABLE TO
COMPARE TO LIKE UNIT. PERFORMED DISINFECTION TO ELIMINATE
ANY ODORS FROM START OF AIR INTAKE. NO ODOR PRESENT
FOLLOWING SERVICE. CHECKED FOR [illegible] OR [illegible]. NONE FOUND.

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 15FOZ [illegible] WARRANTY

CUSTOMER STATES VEHICLE [illegible]
WHEN REACCELERATING IN TRAFFIC AT ANY TIME FROM A STOP.
CONCERN WAS NOT VERIFIED BY SERVICE MANAGER ON ROAD TEST
PRIOR TO WRITE UP. CHECK AND ADVISE.
INSPECTED THE VEHICLE FOR THE CUSTOMERS CONCERN.
ROADTEST VEHICLE ON FREEWAY. UNABLE TO VERIFY CUSTOMER'S
CONCERN. CHECKED FOR [illegible] AND [illegible]. ONLY FOUND [illegible]
REGARDING BRAKE OVER ACCELERATION INFO. SOME CUSTOMERS
MAY HAVE ISSUES WITH PRESSING BRAKE AND ACCELERATOR AT
THE SAME TIME. SYSTEM CAME INTO EFFECT ON 2011-2013.
PERFORMED SELF TESTS NO CODES FOUND.

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

COMMENTS
WAITER
DELETED OPERATION(S)
[illegible]

PLEASE REMEMBER [illegible] OPEN
UNTIL MIDNIGHT [illegible]
CONVENIENCE [illegible]

FORD SUBARU

DEALER # 72B014
07797
CALIF. B.A.R. REG. #ARD169
EPA # CAD 983670167

929 San Pablo Avenue, Albany, CA 94706 • 510-528-1244
www.albanyfordsubaru.com

SERVICE OPEN UNTIL MIDNIGHT

NOTICE TO CONSUMER: PLEASE READ IMPORTANT WARRANTY INFORMATION ON BACK.

CUSTOMER NO.	ADVISOR		HATF	INVOICE DATE	INVOICE NO.
51691	AARON PEARSON	3099	614	09/28/12	FOCS323083
[redacted]	LABOR RATE [redacted]		MILEAGE 671	COLOR SILVER/	STOCK NO.
	YEAR / MAKE / MODEL 12/FORD TRUCK/ESCAPE/4WD 4DR XLT			DELIVERY DATE	DELIVERY MILES
	VEHICLE ID. NO. 1 F K C U V D 0 1 C K [redacted]			SELLING DEALER NO.	PRODUCTION DATE
RIVERBANK, CA [redacted]	P.T.E. NO.	P.O. NO.		R.O. DATE 09/28/12	
[illegible]					MO: 674

TOTALS

[]CASH []ATM []CHECKS.....[]VISA/MC []DISCOVER []CHARGE

********EXTENDED SERVICE HOURS, 6:30am - MIDNIGHT********
FOR ENHANCED CUSTOMER CONVENIENCE WE OFFER EXTENDED SERVICE
HOURS ON MONDAY THROUGH FRIDAY FROM 6:30am UNTIL 12:00am.
PLEASE CALL TO SCHEDULE AN APPOINTMENT AT YOUR CONVENIENCE.
PROVIDING FORD AND SUBARU FACTORY CERTIFIED SERVICE/REPAIR.
********EXTENDED SERVICE HOURS, 6:00am - MIDNIGHT********

IS YOUR VEHICLE READY TO HANDLE THE RAIN AND WINTER DRIVING?
WE PROVIDE COMPLETE AROUND THE WHEEL SERVICE. THIS INCLUDES
A FULL LINE OF COMPETITIVELY PRICED TIRES, STATE OF THE ART
WHEEL BALANCING EQUIPMENT AND COMPLETE WHEEL ALIGNMENT
SERVICE...WE ARE YOUR ONE STOP TIRE AND SERVICE CENTER.
...THANK YOU FOR [illegible] PLEASE DRIVE CAREFULLY!

[redacted]

CUSTOMER [illegible]

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

[redacted]

TOM HILLIER FORD
3000 McHENRY AVE.
ESCALON, CALIFORNIA 95320
PHONE: (209) 838-3635
www.TomHillierFord.com

RIVERBANK CA [redacted]

CUSTOMER COPY PAGE 1

DATE								
10/05/12	12	FORD	ESCAPE	1FMCU9DG1CK[redacted]	66243	820	857	
	10/09/12	02	00:00		95.00	00	10/09/12	
66223								1

UDB Customer Type: R

REPAIR LINE 001

CUSTOMER STATES VEHICLE WILL LOSE POWER INTERMITTENTLY. WILL PICKUP POWER AFTER CUSTO
MER RAISES FOOT OFF OF GAS PEDAL .
UNABLE TO DUPLICATE CONCERN. DROVE OVER 30 MILES. NO CONCERN NOTICED. FOUND SSM 22246
WHICH DESCRIBES THE CUSTOMERS CONCERN WITH BOA FEATURE. RECOMMEND INSTALLING FLIGHT
RECORDER AND HAVING CUSTOMER DRIVE VEHICLE.
Bill Code - C
UDB Repair Type: W
UDB Serv Dept: S
31 GENERAL LABOR 30 M A
WESLEY BORBA 9204

REPAIR LINE 002

CUSTOMER STATES VEHICLE HAS [illegible] COUPLE OF DAYS.
UNABLE TO VERIFY, SMELL [illegible] ENGINE [illegible] CUSTOMER STATED THAT
PREVIOUS DEALER HAD [illegible]
Bill Code - C
UDB Repair Type: W
UDB Serv Dept: S
31 GENERAL LAB[illegible]
WESLEY BORBA 9204

WARNING: Used vehicles sold in California may not have original equipment emission control systems. Some aftermarket parts may not be legal for use on vehicles used on highways. Where you purchase, install or operate your car, you may be required to install aftermarket emission control devices, such as catalytic converters, or modify or remove existing emission control devices, and perform other maintenance, such as replacement of parts, fuel, and lubricants, to your vehicle's emission control system. Such parts and maintenance may be required by the State of California to comply with smog check or other requirements. Failure to install emission control devices, or modifying or disabling your vehicle's emission control system, may be a violation of law, which can result in fines or other penalties. Failure to perform required maintenance may also be a violation of law. Where you purchase, install or operate your car, you may be required to follow manufacturer instructions pertaining to proper use and maintenance of parts installed and vehicle components. Consult the manufacturer and Proposition 65 in CA Health & Safety Code 25249.5 et seq. for further information about Proposition 65, www.oehha.ca.gov/prop65.html.

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR ABUSE. 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 ITS ITEM/ITEMS

CUSTOMER SIGNATURE
>

10/12/2012 04:15 5105589542 ALBANY FORD SUBARU PAGE 01/01

Attn: Carol

CUSTOMER NO.	ADVISOR	RATE	INVOICE DATE	INVOICE NO.
53691	[illegible]	[illegible]	[illegible]	[illegible]
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE		COLOR	STOCK NO.
	[illegible]	[illegible]	[illegible]	
	YEAR/MAKE/MODEL [illegible]		DELIVERY DATE	DELIVERY MILES
	VIN [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	R.O. NO.	A.O. NO.	R.O. DATE [illegible]	
[redacted]	DAYTIME PHONE			NOT [illegible]

JOB# 1 CHARGES

LABOR

OP 1.00HR02 HEAT/COOL/INSP TECH:S13009 — WARRANTY

CUSTOMER REQUESTS TO INSPECT FOR THE FOLLOWING CONCERN: CUSTOMER STATES A/C OR HEAT MAKES A FOUL SMELL. SMELL WAS INSPECTED IN SERVICE DRIVE BY SERVICE MANAGER AT TIME OF WRITE UP AND NO ABNORMAL SMELL WAS NOTICED. CHECK AND ADVISE.

INSPECTED FOR ODOR. NO ABNORMAL ODOR FOUND. UNABLE TO COMPARE TO LIKE UNIT. PERFORMED DISINFECTION TO ELIMINATE ANY ODORS FROM START OF AIR CHANGE. NO ODOR PRESENT FOLLOWING SERVICE. CHECKED FOR TSB'S OR SSM'S, NONE FOUND.

NPF

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX TOTAL 0.00

JOB# 2 CHARGES

LABOR

OP 2-15P02 DRIVEABILITY TECH:S13009 — WARRANTY

CUSTOMER STATES VEHICLE LOSES POWER AT TIMES. HESITATES WHEN REACCELERATING IN TRAFFIC OR AT TIMES FROM A STOP. CONCERN WAS NOT VERIFIED BY SERVICE MANAGER ON ROAD TEST PRIOR TO WRITE UP. CHECK AND ADVISE.

INSPECTED THE VEHICLE FOR THE CUSTOMERS CONCERN. ROADTEST VEHICLE ON FREEWAY. UNABLE TO VERIFY CUSTOMER'S CONCERN. CHECKED FOR TSB'S AND SSM'S. ONLY FOUND 25243 REGARDING BRAKE OVER ACCELERATION INFO. SOME CUSTOMERS MAY HAVE ISSUES WITH PRESSING BRAKE AND ACCELERATOR AT THE SAME TIME. SYSTEM CAME INTO EFFECT ON 3/11/2010. PERFORMED SELF TESTS NO CODES FOUND.

D42/42

DIAG

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX TOTAL JOB# 2 TOTAL 0.00

COMMENTS
WAITER
DELETED OPERATION(S)
OP02 [illegible] MULTI-PT INSP

ALBANY FORD • SUBARU • 920 SAN PABLO AVE • ALBANY, CA 94706

CAROL BERGER

RIVERBANK CA 95367

TOM HILLIER FORD
3000 McHENRY AVE.
ESCALON, CALIFORNIA 95320
PHONE (209) 838-0242
www.TomHillierFord.com

CUSTOMER COPY PAGE 1

10/25/12	12	FORD	ESCAPE	1FMCU9D01CK[redacted]	66243	870	870	

	10/25/12	01	00:00		93.00	00	10/25/12

66414					1

UDB Customer Type: R

REPAIR LINE 001

CUSTOMER STATES VEHICLE LOSES POWER , RPMS RACING CUSTOMER STATES BETWEEN 3-5000 RPMS TECHNICIAN TEST DROVE VEHICLE WITH CUSTOMER , ONLY THING NOTICED WAS CUSTOMER COMING ON AND OFF THROTTLE PEDAL AND TRANSMISSION HUNTING FOR A GEAR.
AFTER CUSTOMER TEST DROVE WITH TECHNICIAN , SERVICE MANAGER WENT OUT AND DROVE THE VEH YCLE WITH CUSTOMER AS PASSENGER , CUSTOMER STATED VEHICLE DID NOT DISPLAY CONCERN.
Bill Code - W
UDB Repair Type: W
UDB Serv Dept: S
31 GENERAL LABOR 30 M A
WESLEY BORBA 9204

REPAIR LINE 002

CUSTOMER STATES VEHICLE SM[illegible] WHILE
DID NOT DUPLICATE ANY [illegible]
Bill Code - W
UDB Repair Type: W
UDB Serv Dept: S
31 GENERAL [illegible]
WESLEY BORBA 92[illegible]

[illegible] 40.66
Total Line 40.66

[illegible]	STATEMENT OF DISCLAIMER THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/PARTS. THE SELLER HEREBY EXPRESSLY INCLUDES 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/PARTS.	[illegible]
[illegible] OR REPLACE UNDER THE CLAIM HAS BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MORAL HAZARD SUFFERING THE CLAIM ARE AVAILABLE ONE (1) YEAR FROM THE DATE OF PURCHASE SATISFACTORY AT THE SERVICE DEALER THE [illegible]		
SIGNED: DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE >	

BBB AUTO LINE

November 28, 2012

[redacted]
LOS ANGELES CA [redacted]

Re: FRD1233193[redacted] vs Ford Motor Corporation

Dear [redacted]:

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

Please review the information outlined below:

* *Completing Your BBB AUTO LINE Claim* - Please read this document first. It explains what you need to do to start your claim.

* *How BBB AUTO LINE Works (California)* - This brochure explains how to use the program, the steps for you to follow to enable us to process your dispute, the eligibility requirements, and the remedies available through the program.

* *Customer Claim Form* (*CCF*) - Information we have on file regarding your complaint is recorded on the *CCF*. Please verify the accuracy of the information and make any necessary changes and additions. Please provide the Vehicle Identification Number (VIN).

Please note that Rule 3 of the How BBB AUTO LINE Works (California) brochure is amended to add the following remedies that may be awarded by the arbitrator:

- A Ford Extended Service Plan (ESP)

If you would like more information about our program, you may request a free copy of our written *Operating Procedures*.

BBB AUTO LINE staff are here to help you and Ford resolve your concerns. Please call me at (800)955-5100 if you have any questions.

Sincerely,

Linda Fernandez at Extension 202

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

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

1. Review and sign the ***Customer Claim Form (CCF)***. If any information is missing or incorrect, please write the corrections or additions directly on the form. Please print or verify your VIN (Vehicle Identification Number) and lienholder or leasing company information on the bottom of the first page and complete the grid on the second page. You may attach additional sheets if the grid does not provide enough space. Please list *all* of your problems on the grid (do not write "see attached repair orders" instead of listing your problems).

2. Make one *clear* **copy** of the following documents, preferably on 8.5" X 11" standard paper:

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

Please do not send originals. You may wish to make a complete set of copies for your file before mailing.

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

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

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

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

BBB AUTO LINE
Customer Claim Form

Case number:	FRD1233193
Contact date:	11/27/12
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: LOS ANGELES State: CA Zip code: [redacted]

Day phone: [redacted] Evening phone: Cell phone:

Fax: E-mail address:

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: Escape Year: 2012 Current mileage: 0

Name(s) that appears on the vehicle title: [redacted] [redacted]r

Selling dealer/city/state: , , CA

Primary Servicing dealer/city/state: FOLSOM LAKE FORD, INC., FOLSOM CA

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: Mileage at purchase/lease:

First repair attempt date: First repair attempt mileage: 0

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles registered in California by vehicle owner/lessee: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

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

VEHICLE INDENTIFICATION NUMBER _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Lienholder/Leasing Company _____ **Phone Number** _____

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example:				
A/C won't cool properly	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day**	**yes**

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

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

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

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

[redacted]

BEGINNING OF CONTACT
09/06/2012 VOICE OF THE CUSTOMER TRACKING SYSTEM 07.55.06

		OGC ISSUE		CASE NBR:	488682492.
REGION:	N4 WASHINGTON	ZONE: A05		OPENED:	2012/09/05
VIN:	1FMCU0DG7BK[redacted]	ENGINE: G	VEH TYPE: T	CLOSED:	2012/09/05

LAST NAME:	[redacted]			STATUS:	CLOSED
TITLE:	MR.	FIRST NAME:	[redacted]	MI:	
ADDRESS:	[redacted]				
CITY:	ROANOKE	STATE:	VA	ZIP:	[redacted]
HOME PHONE:	[redacted]				
MODEL YEAR:	2011	MODEL:	ESCAPE		
MILEAGE:	37538				
DEALER NAME:	MAGIC CITY MOTOR COR	SALES CODE:	F27080	P & A:	05380
REASON CODE:	07IN INJURY				
SYMPTOMS:	698200 INDICATOR CHECK ENGINE				

ORIGIN: CRCBCP - TIER ONE - MELBOURNE COMMUNICATION: PHONE
ACTION: T1120 - TIER ONE CLOSE ISSUE
DOCUMENT: ANALYST: RRASZIPO RASZIPOVITS, ROBERTA

DATE: 2012/09/05 TIME: 13.34.28 :
ACTION DATA/COMMENTS:

--CUSTOMER SAYS:-ENG & WRENCH INDICATOR CAME ON.-VEH DIED.-CUST MOTHER WAS IN ACCIDENT HAD TO GO TO -CUYST STATES DLR WAS UNABLE TO DUPLICATE CONCERN.-CUST WASNT' ABLE TO LEAVE VEH BECUASE DLR WASN'T ABLE TO PROVIDE RENTAL VEH.-CUST STATES THAT THE ENG & WRENCH INDICATOR CAME ON.-VEH DIED.-CUST STATES THAT THIS HAS HAPPENED MULTIPLE TIMES.-DLR UNABLE TO DUPLICATE CUST CONCERN.-CUST STATES THAT HE WAS AT THE DLR WHEN CUST EXPEREINCED THE CONCERN AND LOST CONTROL OF THE VEH RESULTING IN ACCIDENT.-CUST STATES THAT HIS MOTHER HAD TO BE TAKE TO THE HOSPITAL.1. DATE OF THE ACCIDENT. -8/27/201.2. WHAT THE CUSTOMER IS ALLEGING THE PRODUCT DEFECT IS THAT CAUSED ACCIDENT. -ENG & WRENCH INDICATOR CAME ON. -VEH DIED. CUST STATES HE LOST CONTROL OF VEH.3. IF THERE WERE ANY INJURIES SUSTAINED. -YES. MUTLIPLE INJURIES. MOTHER (PASSENGER) WAS TAKEN TO HOSPITAL VIA AMUBLANCE.4. LOCATION OF THE VEHICLE WHEN THE ACCIDENT OCCURRED. -OCCURED AT DLR.5. WHETHER OR NOT THERE WAS A POLICE REPORT FILED. -YES.6. IF A POLICE REPORT WAS FILED, WHAT THE FINDINGS WERE. -VEH CUT OFF. DRIVER LOST CONTROL.7. THE POLICE REPORT NUMBER AND THE CITY OR COUNTY IN WHICH THE REPORT WAS FILED. - ROANOKE CITY POLICE. NO CASE NUMBER AS OF YET.8. WHETHER OR NOT THE CUSTOMER HAS FILED A CLAIM WITH THEIR INSURANCE COMPANY. -YES.9. IF A CLAIM HAS BEEN FILED WITH THE INSURANCE COMPANY, WHAT IS THE STATUS OF THE CLAIM. -PENDING.10. WHETHER OR NOT THE VEHICLE IS REPAIRABLE. -YES.11. NAME AND ADDRESS OF CUSTOMER'S ATTORNEY (ONLY IF THE CUSTOMER MENTIONS THEY HAVE SOUGHT ONE). -DIDN'T RETAIN ATTORNE. CUST STATES THERE IS A HEARING ON THE 16TH OF THIS MONTH. AT TIME OF CALL CUST IS UNSURE WHAT THE HEARING IS FOR.12. WHAT THE CUSTOMER IS SEEKING -FIN ASST FOR VEH TO BE REPAIRED.-CUST ADV THAT THE DLR NO LONGER WANTS TO WORK WITH THE CUST AND HAS BEEN ISSUED LETTER STATING TO TAKE VEH ELSEWHERE.--DEALER SAYS:MAGIC CITY MOTOR CORP.809 WILLIAMSON ROADROANOKE, VA 24016TEL:(540) 345-0911--CRC SAYS:"I WILL FORWARD YOUR INFORM

[redacted]

2012
2-35PM
Ap

COPY

SUM-100

SUMMONS
(CITACION JUDICIAL)

BY FAX

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

2012 NOV 19 PM 2:26

CLERK SUPERIOR COURT
SAN DIEGO COUNTY, CA

NOTICE TO DEFENDANT: FORD MOTOR COMPANY, and DOES 1
(AVISO AL DEMANDADO): through 10, inclusive,

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

ELIZABETH N. BRAUN

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

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

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

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

SUPERIOR COURT OF SAN BERNARDINO COUNTY
325 S. MELROSE DRIVE
VISTA, CA 92083
NORTH COUNTY DIVISION

CASE NUMBER:
(Número del Caso):
37-2012-00058636-CU-BC-NC

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

WILLIAM R. McGEE SBN: 122153 (858) 485-9332
16855 W. BERNARDO DRIVE, SUITE 380
SAN DIEGO, CA 92127
ATTORNEYS FOR PLAINTIFF(S)

DATE: NOV 19 2012 Clerk, by LAlvaron, Deputy
(Fecha) *(Secretario)* *(Adjunto)*

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

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. [ ] as an individual defendant.
2. [ ] as the person sued under the fictitious name of *(specify)*:
3. [X] on behalf of *(specify)*: **Ford Motor Company**

under: [X] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
[ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
[ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
[ ] other *(specify)*:

4. [X] by personal delivery on *(date)*: 11-20-12

PE13-003.4 000211LC

COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
WILLIAM R. McGEE SBN: 122153
DEANNA M. WALLACE SBN: 242825
LAW OFFICES OF WILLIAM R. McGEE
16855 W. BERNARDO DRIVE, SUITE 360
SAN DIEGO, CA 92127
TELEPHONE NO.: (858) 485-9332 FAX NO.: (858) 485-9763
ATTORNEY FOR (Name): ATTORNEYS FOR PLAINTIFF(S)

FOR COURT USE ONLY

FILED
SAN DIEGO COUNTY
2012 NOV 19 PM 2:26
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
STREET ADDRESS: 325 S. MELROSE DRIVE
MAILING ADDRESS:
CITY AND ZIP CODE: VISTA, CA 92083
BRANCH NAME: NORTH COUNTY DIVISION

CASE NAME: BRAUN v. FORD MOTOR COMPANY

CIVIL CASE COVER SHEET
[X] Unlimited (Amount demanded exceeds $25,000)
[ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation
[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 37-2012-00058636-CU-BC-NC
JUDGE:
DEPT.:

BY FAX

Items 1-6 below must be completed (see instructions on page 2).

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

Auto Tort
[ ] Auto (22)
[ ] Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
[ ] Asbestos (04)
[ ] Product liability (24)
[ ] Medical malpractice (45)
[ ] Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
[ ] Business tort/unfair business practice (07)
[ ] Civil rights (08)
[ ] Defamation (13)
[ ] Fraud (16)
[ ] Intellectual property (19)
[ ] Professional negligence (25)
[ ] Other non-PI/PD/WD tort (35)
Employment
[ ] Wrongful termination (36)
[ ] Other employment (15)

Contract
[X] Breach of contract/warranty (06)
[ ] Rule 3.740 collections (09)
[ ] Other collections (09)
[ ] Insurance coverage (18)
[ ] Other contract (37)
Real Property
[ ] Eminent domain/inverse condemnation (14)
[ ] Wrongful eviction (33)
[ ] Other real property (26)
Unlawful Detainer
[ ] Commercial (31)
[ ] Residential (32)
[ ] Drugs (38)
Judicial Review
[ ] Asset forfeiture (05)
[ ] Petition re: arbitration award (11)
[ ] Writ of mandate (02)
[ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
[ ] Antitrust/Trade regulation (03)
[ ] Construction defect (10)
[ ] Mass tort (40)
[ ] Securities litigation (28)
[ ] Environmental/Toxic tort (30)
[ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
[ ] Enforcement of judgment (20)
Miscellaneous Civil Complaint
[ ] RICO (27)
[ ] Other complaint (*not specified above*) (42)
Miscellaneous Civil Petition
[ ] Partnership and corporate governance (21)
[ ] Other petition (*not specified above*) (43)

2. This case [ ] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought (*check all that apply*): a. [X] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action (*specify*): ONE
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: 11/16/12
WILLIAM R. McGEE
(TYPE OR PRINT NAME)
▶ [signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 325 S. Melrose MAILING ADDRESS: 325 S. Melrose CITY AND ZIP CODE: Vista, CA 92081 BRANCH NAME: North County TELEPHONE NUMBER: (760) 201-8027	
PLAINTIFF(S) / PETITIONER(S): Elizabeth N Braun	
DEFENDANT(S) / RESPONDENT(S): Ford Motor Company	
BRAUN VS. FORD MOTOR COMPANY	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2012-00058636-CU-BC-NC

Judge: Jacqueline M. Stern Department: N-27

COMPLAINT/PETITION FILED: 11/19/2012

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

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

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

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

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

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

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

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

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars ($150) on or before the date scheduled for the initial case management conference in the action.

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

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

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

COPY

LAW OFFICES OF WILLIAM R. McGEE
William R. McGee, State Bar No. 122153
Deanna Wallace, State Bar No. 242825
16865 West Bernardo Drive, Su. 380
San Diego, California 92127
(858) 485-9332

Attorneys for Plaintiff

2012 NOV 19 PM 2:26
CLERK OF THE SUPERIOR COURT
SAN DIEGO COUNTY, CA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO, NORTH COUNTY BRANCH

ELIZABETH N. BRAUN, Plaintiff, v. FORD MOTOR COMPANY, and DOES 1 through 10, inclusive, Defendants.	Case No. **37-2012-00058636-CU-BC-NC** COMPLAINT FOR RESTITUTION AND DAMAGES [VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT]

BY FAX

Plaintiff, ELIZABETH N. BRAUN, alleges as follows:

GENERAL ALLEGATIONS

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

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

3. Each of the defendants in this case acted as the principal, agent, employee or other authorized representative in relation to the other; all defendants acted at all times mentioned in this complaint within the course and scope of their respective authority and

with the full knowledge and consent of the other defendants. Furthermore, plaintiff is informed and believes and thereon alleges that all acts of corporate employees as hereinafter alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

4. On or about August 23, 2009, plaintiff purchased a 2010 Ford Escape, vehicle identification number 1FMCU0D74AKA12887.

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

6. Plaintiff is a "buyer" of a new motor vehicle under the Act.

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

8. Defendant FORD MOTOR COMPANY provided plaintiff with an "express warranty" under the Act, pursuant to which the defendant undertook to preserve the utility or performance of the subject vehicle.

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

10. The subject vehicle has suffered from nonconformity(s) to warranty to, including but not limited to, engine stalling. The foregoing defect(s) and nonconformity(s) to warranty manifested themselves within the applicable express warranty period.

11. Plaintiff delivered the aforementioned vehicle to an authorized FORD MOTOR COMPANY service and repair facility for repair of the aforementioned nonconformity(s) on multiple occasions.

12. Defendant has been unable and/or has refused to conform plaintiff's vehicle to the applicable express and implied warranties under the Act after a reasonable number of attempts. Furthermore, the aforementioned nonconformity(s) substantially impairs the

use, value and/or safety of the subject vehicle to plaintiff.

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

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

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

16. Under the Act, plaintiff is entitled to reimbursement of the purchase price paid for the subject vehicle less that amount directly attributable to use by the plaintiff prior to discovery of the nonconformity(s).

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

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

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

WHEREFORE, plaintiff prays for judgment against defendant as follows:

1. For rescission of the contract and restitution of all consideration;

2. For actual compensatory and general damages according to proof at time of trial;

3. That such actual, compensatory and general damages be doubled and awarded to plaintiff as a civil penalty;

4. Prejudgment interest from date of rescission;

5. For attorney's fees incurred herein according to proof;

6. For costs of suit incurred herein; and

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

DATED: November 15, 2012

LAW OFFICES OF WILLIAM R. McGEE
Attorneys for Plaintiff

By:
WILLIAM R. McGEE

Superior Court of California
County of San Diego

NOTICE OF ASSIGNMENT TO IMAGING DEPARTMENT

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

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

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

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

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

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

http://www.sdcourt.ca.gov/CivilImagingGeneralOrder

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2012-00058636-CU-BC-NC CASE TITLE: Braun vs. Ford Motor Company

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

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

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

Potential Advantages and Disadvantages of ADR

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

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

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

Most Common Types of ADR

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

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

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

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

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

Local ADR Programs for Civil Cases

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

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

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

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

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

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

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

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

Legal Representation and Advice

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 325 S. Melrose MAILING ADDRESS: 325 S. Melrose CITY, STATE, & ZIP CODE: Vista, CA 92081-6695 BRANCH NAME: North County	*FOR COURT USE ONLY*
PLAINTIFF(S): Elizabeth N Braun	
DEFENDANT(S): Ford Motor Company	
SHORT TITLE: BRAUN VS. FORD MOTOR COMPANY	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2012-00058636-CU-BC-NC

Judge: Jacqueline M. Stern Department: N-27

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

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

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

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

Date: _____	Date: _____
Name of Plaintiff	Name of Defendant
Signature	Signature
Name of Plaintiff's Attorney	Name of Defendant's Attorney
Signature	Signature

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

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

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 11/10/2012 JUDGE OF THE SUPERIOR COURT

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
11/9/2012	[redacted]	1FMCU0D74AKA[redacted]	2010 ESCAPE	04
CLOSED	CLP - IN - FINANCIAL ASSISTANCE - AT RISK	1574012432		
9/10/2012	[redacted]	1FMCU0D74AKA[redacted]	2010 ESCAPE	04
CLOSED	CLP - IN - FINANCIAL ASSISTANCE - AT RISK	1574012432		

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU0D74AKA[redacted] **Year:** 2010 **Model:** ESCAPE **Case:** 1574012432
Name: [redacted] **Owner Status:** Original **WSD:** 2009-08-23
Symptom Desc: AUTO TRANS GENERAL VIBRATION **Primary Phone** [redacted]
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 11/05/2012

Action: CRC FOLLOW UP COMP, REOPEN -CUST NOT SATISFIED OR VEH NOT REPAIR
Dealer: 05512 KEN GRODY FORD - CARLSBAD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15030 MI **Comm Type:** PHONE
Analyst Name: STELLFOX, BRYAN **Analyst:** BSTELLFO
Action Date: 11/05/2012 **Action Time:** 14.52.32.578 **Action Data:** No

Comments CSM BRYAN 77713 - IBC FROM CUSTOMER - ADVISED SHE HAS NOT DRIVEN HER VEHICLE BECAUSE SHE IS AFRAID IT WILL STALL AND BREAK DOWN - ADVISED SHE WANTS THE VEHICLE BOUGHT BACK - STATES THAT SHE HAS SPOKEN WITH AN ATTORNEY, BUT HAS NOT YET RETAINED DUE TO THE DESIRE TO HANDLE WITHIN FMC - STATES SHE WANTS THE VEHICLE BOUGHT BACK DUE TO MULTPLE CONCERNS WITH TRANS AND HER HUSBAND HAD A STROKE AND IS GOING TO PHYSICAL THERAPY

Action: CREATE FOLLOW UP
Dealer: 05512 KEN GRODY FORD - CARLSBAD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15030 MI **Comm Type:** PHONE
Analyst Name: STELLFOX, BRYAN **Analyst:** BSTELLFO
Action Date: 11/06/2012 **Action Time:** 12.06.45.255 **Action Data:** Yes

Comments CSM BRYAN 77713 - 2010 ESCAPE - LTV: 49, ODOMETER: 15030 MI, WSD: 2009-08-23, ESP: PREM MAINT - OBC TO DEALER - SPOKE WITH S/A MIKE - ADVISED THAT HE WILL CALL ME BACK AND DISCUSS AS HE WAS WITH A CUSTOMER

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-09-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 05512 KEN GRODY FORD - CARLSBAD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15030 MI **Comm Type:** PHONE
Analyst Name: STELLFOX, BRYAN **Analyst:** BSTELLFO
Action Date: 11/09/2012 **Action Time:** 15.09.31.392 **Action Data:** Yes

Comments CSM BRYAN 77713 - OBC TO CUSTOMER AT [redacted] - LEFT VM WITH CONTACT INFO

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-13-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN ADDRESSED
Dealer: 05512 KEN GRODY FORD - CARLSBAD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15030 MI **Comm Type:** PHONE
Analyst Name: STELLFOX, BRYAN **Analyst:** BSTELLFO
Action Date: 11/09/2012 **Action Time:** 16.47.17.781 **Action Data:** Yes

Comments CSM BRYAN 77713 - IBC FROM CUSTOMER - ADVISED THAT FORD WILL NOT GRANT REQUEST FOR REPURCHASE OR REPLACEMENT - CUSTOMER ADVISED SHE WAS UPSET AND SURPRISED - WILL BE SPEAKING WITH A LAWYER

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	49
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

All Action Details for Issue

Print

VIN: 1FMCU0D74AK[redacted] **Year:** 2010 **Model:** ESCAPE **Case:** 1574012432
Name: [redacted] **Owner Status:** Original **WSD:** 2009-08-23
Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP **Primary Phone:** [redacted]
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 08/31/2012

Action: TIER ONE OPEN ISSUE
Dealer: 05512 KEN GRODY FORD - CARLSBAD **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 14978 MI **Comm Type:** PHONE
Analyst Name: RIVERA DAVID **Analyst:** DRIVER26
Action Date: 08/30/2012 **Action Time:** 15.56.41.139 **Action Data:** No

Comments - CUST VEH IS AT DLR- WAS TOLD ABOUT RECALL- CAR STALLS - HAS BROUGHT IT TO DLR MANY TIMES- WAS TOLD CAR IS OUT OF WARRENTY- WANTS TO KNOW IF WE CAN HELP FIX VEH*** DRL INFO ***KEN GRODY FORD 5555 PASEO DEL NORTECARLSBAD, CA 92008*** CRC ADV ***- ADV NO RECALL ON VIN- 'I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU BY CLOSE OF BUSINESS TOMORROW.- ADV OF ABOVE

Action: CREATE FOLLOW UP
Dealer: 05512 KEN GRODY FORD - CARLSBAD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 14978 MI **Comm Type:** PHONE
Analyst Name: STELLFOX, BRYAN **Analyst:** BSTELLFO
Action Date: 08/31/2012 **Action Time:** 19.53.03.586 **Action Data:** Yes

Comments CSM BRYAN 77713 - OBC TO CUSTOMER AT [redacted] - SPOKE WITH [redacted] - CUSTOMER ADVISED SHE IS WORRIED ABOUT STALLING OF THE VEHICLE - ALSO, WARRANTY HAS EXPIRED - LOOKING FOR FINANCIAL ASSISTANCE

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-04-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 05512 KEN GRODY FORD - CARLSBAD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 14978 MI **Comm Type:** PHONE
Analyst Name: STELLFOX, BRYAN **Analyst:** BSTELLFO
Action Date: 09/04/2012 **Action Time:** 18.16.18.209 **Action Data:** Yes

Comments CSM BRYAN 77713 - ODOMETER: 14978, NO ESP LTV: 50 - OBC TO DEALER - REPLACED RCM - FELL UNDER WARRANTY - OBC TO CUSTOMER AT PRIMARY - LEFT VM

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-06-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 05512 KEN GRODY FORD - CARLSBAD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 14978 MI **Comm Type:** PHONE
Analyst Name: CRUZ,MELISSA **Analyst:** MCRUZ54

Action Date: 09/06/2012 **Action Time:** 13.30.32.557 **Action Data:** Yes

Comments ASSISTING CSM BRYAN STELLFOX (77713) - OBC TO CUST @[redacted] - NO ANSWER - LM ON VM WITH BRYAN'S INFO - F/U FOR MON, 9/10

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-10-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN ADDRESSED
Dealer: 05512 KEN GRODY FORD - CARLSBAD **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 14978 MI **Comm Type:** PHONE
Analyst Name: STELLFOX, BRYAN **Analyst:** BSTELLFO
Action Date: 09/10/2012 **Action Time:** 17.25.22.634 **Action Data:** Yes

Comments CSM BRYAN 77713 - REPLACED RCM - FELL UNDER WARRANTY - OBC TO CUSTOMER AT PRIMARY - LEFT VM - CLOSING CASE

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	50
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Ford Confidential

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# :	CFKDC004 NHL			**Received:**	06/11/2012
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,ESCAPE 4X2 (99 - 12) ,4X2 ,XLT ,MPV ,1FMCU0D74AK[redacted]			**Build Date:**	08/10/2009
Odometer :	14,822 M	**Engine:**	2.5L IVCT	**Calibration:**	AM71A20A
Transmission:	6SP 6F MID	**Axle:**	3.51 RATIO	**A/C:**	YES
Dealer:	USA 05512 Ken Grody Ford - Carlsbad			**Phone#:**	(760) 438-9171
City:	Carlsbad	**State:**	California	**Country :**	USA

Originator: ROBERT KRESSIN
Symptom: 2 21 5 38 AID/INFO,SYNC,T X T NAVIG,INOPERATIVE
Status:
VFG: V81 ENTERTAINMENT & COMMUNICATION
Additional Symptom: TDI INOP
Fix: **Causal Component :**
Condition Code:

Hotliner: DDOMINAT **Phone:** **Regn Cd:** W1 Los Angeles

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

Dlr Contact: ROBERT KRESSIN **Phone:** 760 438-9171 **Title Cde:** T

KOEO:
KOEC:
KOER:
Comments:

REPAIR 06/11/2012 01:42PM DDOMINAT
WEB FORM DATA - CONCERN:NAVIGATION INOP DIAGNOSTICS: CHECKED FOR CODES, CHECKED FOR SYNC UPDATES, CHECKED FOR TSBS OR SSMS, WHEN GOING INTO SYNC SERVICES PHONE TRIES TO CONNECT WITH SERVICES, BUT GETS SOUND LIKE BUSY SIGNAL, ATTEMPTED TO PERFORM UPDATE TO GPSM PER TSB 10-13-04, BUT GETTING MESSAGE THAT PART NUMBER DOES NOT MATCH WHAT SHOULD BE IN VEHICLE, PART#AE5T-19H463-AJ, THEN IDS GOES BACK TO HOME PAGE WITHOUT PROGRAMING PARTS REPLACED:NONE TECH QUESTION:ANY KNOWN CONCERNS OR WAY TO REPROGRAM GPSM?

RECOMM 06/11/2012 01:42PM DDOMINAT
ROBERT, ENSURE YOUR IDS HAS BEEN UPDATED TO SOFTWARE LEVEL 79.02B AND ATTEMPT TO PERFORM THE PROGRAMMING AGAIN TO ENSURE THE SOFTWARE DATABASE IS UP TO DATE. IF THE IDS IS UP TO DATE AND THE ERROR CONTINUES, PERFORM A NETWORK TEST TO ENSURE THERE ARE NO COMMUNICATION CONCERNS WITH THE GPSM PREVENTING PROPER INFORMATION RETRIEVAL. IF THERE ARE NO COMMUNICATION ISSUES AND THE ERROR CONTINUES, REPLACE THE GPSM.

Download Options

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

Add Comments Previous Next Save Mail Report

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

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

Add Comments | Previous | Next | Save | Mail Report

Report Detail Section : View Details Attachments: 0

Report# :	CH4BJ013 NHL			**Received:**	08/
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2010,ESCAPE 4X2 (99 - 12) ,4X2 ,XLT ,MPV ,1FMCU0D74AK[redacted]			**Build Date:**	08/
Odometer :	14,978 M	**Engine:**	2.5L IVCT	**Calibration:**	AM
Transmission:	6SP 6F MID	**Axle:**	3.51 RATIO	**A/C:**	YE
Dealer:	USA 05512 Ken Grody Ford - Carlsbad			**Phone#:**	(76 91
City:	Carlsbad	**State:**	California	**Country :**	US

Originator: TONY MCGINNIS
Symptom: 6 62 4 39 SP/ST/RD,STEER/STER WHL,PERFORMANCE,INTERMITTENT
Status:
VFG: V87 STEERING
Additional Symptom: LOSS OF ASSIST
Fix: **Causal Component :**
Condition Code:

Hotliner: CBROW497 **Phone:** 313 317-9349 **Regn Cd:** W1 Los Angeles
Engineering: **Phone:** **TAR:**
Dlr Contact: TONY MCGINNIS **Phone:** 760 438-9171 **Title Cde**

KOEO:
KOEC: C1280
KOER:
Comments:

REPAIR 08/30/2012 12:30PM CLEOPHAS BROWN MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN:CUST, STATES VEHICLE WAS MAKING GRIND TYPE NOISE AND STARTED TO PULL OVER AND THEN IT SEEMED HARDER TO STEER. VEHICLE TOWED IN AND NOW TRACTION CONTROL LIGHT ON, CUST. DID NOT SEE LIGHT PRIOR. DIAGNOSTICS: VISUAL INSP. TIRE SIZE- O.K.,RETRIEVED

CODES , CHECKED CONNECTION AT R.C.M. , O.K. - MOUNTING OF R.C.M. , O.K. PARTS REPLACED:NONE TECH QUESTION:CLEARED CODES, TEST DROVE 10 MILES CANNOT DUPLICATE , RELEASE VEHICLE OR REPLACE R.C.M. ?

RECOMM **08/30/2012 12:30PM CLEOPHAS BROWN MSS - FCSD - TECH SVC HOTLINE**
TONY, THANK YOU FOR THE INFORMATION PROVIDED. WE HAVE SEEN SIMILAR CONCERNS RESOLVED WITH REPLACEMENT OF THE RCM. WE RECOMMEND THAT YOU ATTEMPT TO GATHER FURTHER INFORMATION FORM THE CUSTOMER REGARDING THE CIRCUMSTANCES SURROUNDING THE EVENT AND USE THIS INFORMATION IN DUPLICATION OF THE CONCERN. IF STILL UNABLE TO DUPLICATE, VERIFY PIN-FIR AT THE RCM AND LOAD TEST THE POWERS AND GROUND. IF THE CIRCUITRY PROVES OUT, REPLACE THE RCM. REPORT #: CDBBK012 VANCE, BASED ON THE INFORMATION PROVIDED, THE DEALER IS APPROVED

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

Add Comments Previous Next Save Mail Report

Requester: MVALLA 28-Nov-2012
Report Summary **Ford Proprietary, Private** **Retention:** None
Server: ECCWS686

[redacted]

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
Certified by the New Jersey Supreme Court as a Civil Trial Attorney

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 AMBLER OFFICE

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

November 6, 2012

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

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

RE: Nicole Bricketto v. Ford Motor Company
October Term 2012, No. 004485

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)

OCTOBER 2012 **004485**

E-Filing Number: 1211004287

PLAINTIFF'S NAME
NICOLE L. BRICKETTO

DEFENDANT'S NAME
FORD MOTOR COMPANY

PLAINTIFF'S ADDRESS
1512 PAINTER'S CROSSING
CHADDS FORD PA 19317

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
- [x] Complaint
- [ ] Petition Action
- [ ] Notice of Appeal
- [ ] Writ of Summons
- [ ] Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY
- [x] $50,000.00 or less
- [ ] More than $50,000.00

COURT PROGRAMS
- [x] Arbitration
- [ ] Jury
- [ ] Non-Jury
- [ ] Other:
- [ ] Mass Tort
- [ ] Savings Action
- [ ] Petition
- [ ] Commerce
- [ ] Minor Court Appeal
- [ ] Statutory Appeals
- [ ] Settlement
- [ ] Minors
- [ ] W/D/Survival

CASE TYPE AND CODE
10 - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

FILED
PRO PROTHY
NOV 02 2012
S. GARRETT

IS CASE SUBJECT TO COORDINATION ORDER?
YES NO

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: NICOLE L BRICKETTO

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
rarphillyefile@lemonlaw.com

SIGNATURE OF FILING ATTORNEY OR PARTY
ROBERT RAPKIN

DATE SUBMITTED
Friday, November 02, 2012, 04:16 pm

FINAL COPY (Approved by the Prothonotary Clerk)

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

ATTORNEYS FOR PLAINTIFF

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

NICOLE LEIGH BRICKETTO
1512 Painter's Crossing
Chadds Ford, PA 19317

v

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

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiff, Nicole Leigh Bricketto, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 1512 Painter's Crossing, Chadds Ford, PA 19317.

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 January 19, 2011, Plaintiff purchased a new 2011 Ford Escape, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMCU9DG4BKB09142.

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

of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

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

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

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

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

49. Section 1964 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

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

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

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

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

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

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

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

KIMMEL & SILVERMAN, P.C.

By:_____

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

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALLMENT CONTRACT DATE 01/19/2011

1-800-727-7000

Ford

Ford Credit

www.fordcredit.com

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

BRICKETTO, NICOLE LEIGH
1512 PAINTERS CROSSING
CHADDS FORD PA 19317
DELAWARE

SELLER/CREDITOR (Seller Name and Address)

GARNET FORD INC
ROUTE 1 AND 202, P.O. BOX 648
CHADDS FORD PA 19317

The Buyer (and Co-Buyer, if any) is referred to as "you" or "your." The Seller/Creditor is referred to as "we," "us" or "Seller." You, may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
NEW	9	2011 FORD	ESCAPE	1FMCU9DG4BKB09142	☐ Personal ☐ Agricultural ☐ Commercial

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price ..... $ 27,663.00 (1)
2. Down Payment
   Third Party Rebate Assigned to Seller ..... $ 1,500.00
   Cash Down Payment ..... $ 4,000.00
   Trade-in 2001 LEXUS $ 4,000.00 $ N/A $ 4,000.00
   Year and Make / Gross Allowance / Amount Owing
   Total Down Payment ..... $ 9,500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2) ..... $ 18,163.00 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
   To Public Officials
   (i) for license ($ N/A), title ($ 22.50), & registration ($ N/A), fees $ 33.20 ;
   (ii) for filling fees $ N/A ;
   (iii) for taxes (not in Cash Price) $ 1,329.78 $ 1,385.48
   To Insurance Companies for:
   Credit Life Insurance (for term of contract) ..... $ N/A
   Credit Disability Insurance (for term of contract) ..... $ N/A
   (Term Months) ..... $ N/A
   (Term N/A Months) ..... $ N/A
   To GARNET FORD INC for DOCUMENT FEE $ 103.00
   To for $ N/A
   To for $ N/A
   To for $ N/A
   To for $ N/A
   To for $ N/A
   To for $ N/A
   To for $ N/A
   To for $ N/A
   Total ..... $ 1,488.48 (4)
5. Amount Financed (3 plus 4) ..... $ 19,651.48 (5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid when you have made all scheduled payments	Total Sale Price The total cost of your purchase on credit, including your downpayment of $ 9,500.00
1.90 %	$ 963.32	$ 19,651.48	$ 20,614.80	$ 30,114.80

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
60	343.58	☒ Monthly ☐ Semi Annually ☐ Annually Starting 02/18/2011

INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit
☐ Life N/A
Insurance Company
$ N/A
Premium Insured(s)
You want Credit Life Insurance.

Buyer Signs

Co-Buyer Signs

Credit
☐ Disability N/A
Insurance Company
$ N/A
Premium Insured(s)
You want Credit Disability Insurance.

Buyer Signs

Co-Buyer Signs

OTHER OPTIONAL INSURANCE

Coverage and Insurance Company	Premium and Term in Months
N/A	$ N/A

ALL-STATE LEGAL PLAINTIFF'S EXHIBIT A

Garnet Ford

PRESIDENT'S AWARD

Ford

APPROVED AAA AUTO REPAIR

TELEPHONE: 610-358-5600
FAX: 610-358-5610
WEBSITE: www.GarnetFord.com

RO	Bay	Advisor	Added	License	VIN
16367	1137	207 DAVID A RICHARDS	08/02/12 10:05	PA DA10H6	1FMCU9DG4 BKB09142

Customer Information

BRICKETTO, NICOLE LEIGH
1512 PAINTERS CROSSING
CHADDS FORD, PA 19317
DELAWARE
NBRICKERRO@AOL.COM

Work: (484) 680-4094
Home: (484) 680-4094

Vehicle Information

Next RO: 16369

11 FORD ESCAPE 4DR SUV XLT 4WD BLACK
4 CYL V6

Model#: U9D
Odometer: 31933
Stock No: 00410111
State Inspection Due: 02/03/13
Location: ON SITE
Dates: Production: 12/04/10 Inservice: 01/19/11 Sold: 01/19/11 Step: 525
Last Svc: Client: 801373 Date: 05/23/12 Adv: 203 Odom: 27485 Daily Avg: 56 Mon: Avg: 1500

Ln	Type	Operation	Customer Concern	Hr./Qty
51*	WQL		CUSTOMER STATES THE TRANSMISSION IS SHIFTING REALLY HARD IN STOP & GO TRAFFIC. ALSO, FEELS LIKE IT IS SKIPPING SECOND GEAR. ALSO, HAS HARD ENGAGEMENT INTO REVERSE. Concern Code: P66 Verified concern... Need to have the vehicle left here for a road test. Will be back to you. [illegible] ** RO Re-Printed on 08/02/12 14:35:00 1 Times **	

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER
☐ YES
☐ NO

"DISCLAIMER OF WARRANTY"
THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE VALUE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE
"I hereby authorize the repair work hereinabove set forth to be done along with the necessary materials and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

X

CUSTOMER'S S

ALLSTATE LEGAL
PLAINTIFF'S EXHIBIT
B

Garnet Ford

PRESIDENT'S AWARD

Ford

APPROVED AAA AUTO REPAIR

TELEPHONE: 610-358-5600
FAX: 610-358-5610
WEBSITE: www.GarnetFord.com

RO	Tag	Advisor	Added	License	VIN
16367	[illegible]37	207 DAVID A RICHARDS	08/02/12 10:05	PA DA10H6	1FMCU0D[illegible]4 BK[redacted]

Customer Information

[redacted]

CHADDS FORD PA [redacted]
DELAWARE
[redacted]

Work: [redacted]
Home:

Vehicle Information — Next Lab: 16368

[illegible] FORD ESCAPE 4DR SUV XLT 4WD BLACK — Model#: U9D — Odometer: 32303
3.0L V6 — Stock No: 00410111
State Inspection Due 02/28/13 — Location: ON SIDE
Dates: Production: 12/04/10 Inservice: 01/19/11 Sold: 01/19/11 SLSP: 525
Last Svc: Client: 801373 Date: 08/02/12 Adv: 207 Odom: 31845 Daily Avg: 57 Month Avg: 1710

Ln	Type	Operation	Customer Concern	Hr /Qty
51[illegible]	WQ[illegible]		CUSTOMER STATES THE TRANSMISSION IS SHIFTING REALLY HARD IN STOP [illegible] TRAFFIC. ALSO, FEELS LIKE IT IS SKIPPING SECOND GEAR. ALSO, HAS HARD ENGAGEMENT INTO REVERSE. Concern Code: P66 Remove transmission, disassemble and overhaul. Cause of failure: Intermediate clutches burnt.	

** RO Re-Printed on 08/18/12 09:01:50 2 Times **

Garnet Ford Service Team would like to Thank You for giving us the opportunity to service your vehicle. Our #1 Goal is to see to it that you are **"COMPLETELY SATISFIED."** If for any reason you are not **"COMPLETELY SATISFIED"** with the work performed on your vehicle or the treatment you received from our staff, please contact me.
Ira Burgis,
Service Manager
610-358-5600

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER
☐ YES
☐ NO

"DISCLAIMER OF WARRANTY"
THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE.
"I hereby authorize the repair work hereinafter set forth to be done along with the necessary materials and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employee's 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 indicated."

X _____
CUSTOMER'S SIGNATURE

RA05

Garnet Ford

PRESIDENT'S AWARD

APPROVED AAA AUTO REPAIR

TELEPHONE: 610-358-5600
FAX: 610-358-5610
WEBSITE: www.GarnetFord.com

RO	Tag	Advisor	Added	License	VIN
20353	178	207 DAVID A RICHARDS	10/15/12 17:02	PA DA10H6	1FM 00.J4 BK[redacted]

Customer Information

[redacted]

CHADDS FORD, PA [redacted]

DELAWARE

[redacted]

Work: (484) 680-4094
Home: (484) 680-4094
Reservation: 015 10/15/12 17:16

Vehicle Information

11 FORD EXPLORER 4DR SUV XLT 4WD BLACK — Model#: U8D — Odometer: 35603
3.0L V6 — Stock No: 09J30J11
State Inspection Due: 02/28/13 — Location: DRIVEWAY
Dates: Production: 12/04/10 Inservice: 01/19/11 Sold: 01/19/11 SLSP: 525
Last Svc: Client: 80113/3 Date: 08/20/12 Adv: 207 Odom: 32335 Daily Avg: 56 Month Avg: 1680

Ln	Type	Operation	Customer Concern	Hr./Qty
51	W26		CUSTOMER STATES THE ENGINE IS RANDOMLY STALLING, WRENCH LIGHT IS COMING ON. Concern Code: D11 [illegible handwriting]	
			** RO Re-Printed on 10/19/12 07:23:29 1 Times **	

[illegible handwriting]

[illegible signature]

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER
☐ YES
☐ NO

"DISCLAIMER OF WARRANTY" THE FACTORY WARRANTY CONSTITUTES ALL THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM/ITEMS.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the above repair work to be done along with the necessary material, and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

X

CUSTOMER'S SIGNATURE

Garnet Ford

PRESIDENT'S AWARD

Ford

APPROVED AAA AUTO REPAIR

TELEPHONE: 610-358-5600
FAX: 610-358-5610
WEBSITE: www.GarnetFord.com

RO	Tag	Advisor	Added	License	VIN
91474	[illegible]	207 DAVID A RICHARDS	10/18/11 09:31	PA DA10H6	1FMCU9D64 BK[redacted]

Customer Information

[redacted]

Work: [redacted]
Home:

CHADDS FORD, PA [redacted]
DELAWARE
[redacted]

Vehicle Information

11 FORD ESCAPE 4DR SUV XLT 4WD BLACK
3.0L V6

Model#: 00D
Stock No: 00410111
Location: DRIVEWAY

Odometer: 14485

Dates: Production: 01/04/11 Inservice: 01/19/11 Sold: 01/15/11 SLSP: 525
Last Svc: Client: 801373 Date: 09/15/11 Adv: 207 Odom: 12626 Daily Avg: 50 Month Avg: 1500

Ln	Type	Operation	Customer Concern	Hr./Qty
51*	WQI		CUSTOMER STATES THERE IS A WHINING TYPE NOISE HEARD FROM THE ENGINE, ESPECIALLY AT IDLE. POSSIBLE TENSIONER OR IDLER PULLEY. Concern Code: N11 [illegible]	
52	WQL		CUSTOMER STATES THE TRACTION CONTROL LIGHT CAME ON DRIVING OVER HERE. Concern Code: H39 [illegible]	
			** RO Re-Printed on 10/18/11 18:01:32 ? Items **	

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

REPLACED PARTS REQUESTED BY CUSTOMER
[ ] YES
[ ] NO

"DISCLAIMER OF WARRANTY"
THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE
I hereby authorize the repair work hereinafter set forth to be done along with the necessary materials and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of tests, and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereof.

X

CUSTOMER'S SIGNATURE

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
10/19/2012	[redacted]	1FMCU9DG4BK[redacted]	2011 ESCAPE	01
CLOSED	ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	1815282441		
8/28/2012	[redacted]	1FMCU9DG4BK[redacted]	2011 ESCAPE	04
CLOSED	CLP - IN - FINANCIAL ASSISTANCE - AT RISK	1815282441		
8/20/2012	[redacted]	1FMCU9DG4BK[redacted]	2011 ESCAPE	01
OPEN	RECALL/ONP - VEHICLE INVOLVEMENT	1815282441		

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU9DG4BK[redacted] **Year:** 2011 **Model:** ESCAPE **Case:** 1815282441
Name: [redacted] **Owner Status:** Original **WSD:** 2011-01-19
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED **Primary Phone:** [redacted]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 012619 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 09/01/2011 **Action Time:** 22.38.45.929 **Action Data:** No

Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 036000 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 10/19/2012 **Action Time:** 22.37.51.783 **Action Data:** No

Comments DISPATCH COMPLETE

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All Action Details for Issue

Print

VIN: 1FMCU9DG4BK[redacted] **Year:** 2011 **Model:** ESCAPE **Case:** 1815282441
Name: [redacted] **Owner Status:** Original **WSD:** 2011-01-19
Symptom Desc: CLUTCH FUNCTION **Primary Phone:** [redacted]
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 08/21/2012

Action: TIER ONE OPEN ISSUE
Dealer: 01373 GARNET FORD INC **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 32473 MI **Comm Type:** PHONE
Analyst Name: KYLES, SHARA **Analyst:** SKYLES2
Action Date: 08/20/2012 **Action Time:** 11.13.10.045 **Action Data:** No

Comments CUST SAYS: - CUST STATES THAT TRANS IS HAVING ISSUES- CUST STATES TRANS COMPLETELY DIED - NEW TRANS WAS PLACED IN THE VEH - CUST STATES STILL HAVING ISSUES - BELT WAS REPLACED IN THE VEH - FOUND THAT THE CLUTCH WAS BURNT - TWO ISSUES WITH A BRAND NEW VEH AND CONCERNED WITH VEH QUALITY - CUST CONCERNED ABOUT SAFETY IF STRANDED IN UNSAFE NEIGHBORHOOD - JUST HAD REPAIR DONE ON FRIDAY - WAS WORKING WITH DAVID RICHARDSON GARNET FORD INC. ROUTES 1 AND 202CHADDS FORD PA 19317(610) 358-5600 CSR ADVISED: "I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU BY CLOSE OF BUSINESS TOMORROW. ***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE"

Action: FORD COVERED REPAIR MADE - WARRANTY
Dealer: 01373 GARNET FORD INC **Origin Desc:** DEALER
Odometer: 32473 MI **Comm Type:** VISIT
Analyst Name: IRA BURGIS **Analyst:** I-BURGIS
Action Date: 08/21/2012 **Action Time:** 10.40.34.623 **Action Data:** No

Comments DEALER OVERHAULED TRANS CUSTOMER LEFT HAPPY. COVERED UNDER SPW WARRANTY

Action: CREATE FOLLOW UP
Dealer: 01373 GARNET FORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 32473 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER
Analyst Name: SWIST (SSWIST),SHERYL **Analyst:** SSWIST
Action Date: 08/21/2012 **Action Time:** 11.18.47.333 **Action Data:** Yes

Comments CSM SHERYL...WSD: 2011-01-19 32473 MI ...OBC TO DEALER..SPOKE WITH SM IRA..VEHICLE HAS BEEN REPAIRED AND RETURNED TO CUSTOMER...OBC TO CUSTOMER...CUSTOMER SAYS VEHICLE IS RUNNING FINE BUT IS CONCERNED WITH FUTURE PROBLEMS THAT MAY OCCUR WITH TRANSMISSION...GAVE CUSTOMER POWERTRAIN ESP FOR REASSURANCE....WILL FOLLOW UP WITH CUSTOMER ON 8/27/2012

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-27-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Origin Desc: CUSTOMER CARE

Dealer: 01373 GARNET FORD INC

SOLUTIONS TEAM

Odometer: 32473 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: SWIST (SSWIST),SHERYL

Analyst: SSWIST

Action Date: 08/27/2012

Action Time: 09.56.33.667

Action Data: Yes

Comments CSM SHERYL..WSD: 2011-01-19 32473 MI ...OBC TO CUSTOMER...TO ENSURE SHE IS SATISFIED WITH VEHICLE REPAIR AND TO INFORM THAT ESP HAS BEEN ADDED..LM WITH MY CONTACT INFORMATION..FOLLOW UP ON 8/28/2012

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-28-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN ADDRESSED

Dealer: 01373 GARNET FORD INC

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 32473 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: SWIST (SSWIST),SHERYL

Analyst: SSWIST

Action Date: 08/28/2012

Action Time: 14.05.14.560

Action Data: Yes

Comments CSM SHERYL...OBC TO CUSTOMER...CUSTOMER IS HAPPY WITH REPAIR OF VEHICLE...ALSO INFORMED HER THAT ESP HAS BEEN ADDED. NO FURTHER ACTION REQUIRED.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	72
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

All Action Details for Issue

Print

VIN: 1FMCU9DG4BK[redacted] **Year:** 2011 **Model:** ESCAPE **Case:** 1815282441
Name:[redacted] **Owner Status:** Original **WSD:** 2011-01-19
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED **Primary Phone:**[redacted]
Reason Desc: RECALL/ONP - VEHICLE INVOLVEMENT **Secondary Phone:**[redacted]
Issue Type: 01 INQUIRY **Issue Status:** OPEN

Action: TIER ONE OPEN ISSUE

Dealer: 01373 GARNET FORD INC

Origin Desc: TIER ONE - MELBOURNE

Odometer: 32473 MI

Comm Type: PHONE

Analyst Name: SCHOENBERGER (VSCHOEN1),VIKTOR

Analyst: VSCHOEN1

Action Date: 08/20/2012

Action Time: 11.03.26.141

Action Data: No

Comments CLIENT BOUGHT CAR JAN OF LAST YEAR/ STATES IS ON SECOND TRANNY ALLREADY / HAS CONCERNES ABOUT WARRANTY RUNNING OUT AND NOT CONFIDENT PROBLEMS WITH TRANS. WILL GO AWAY.

Ford Confidential

[redacted]

ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

* Member, PA Bar
* Member, NJ Bar
* Member, DE Bar
Member, NY Bar
* Member, MA Bar
* Member, MD Bar
* Member, OH Bar
* Member, MI Bar
* Member, NH Bar
* Member, CT Bar
* Member, TN Bar
* Member, WV Bar
* Member, 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

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 AMBLER OFFICE

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

August 22, 2013

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

Re: [redacted]
2010 Ford Escape
VIN: 1FMCU9EG1AK[redacted]

Dear Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2010 Ford Escape. 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 not starting and stalling and the transmission.

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

VALID ONLY AFTER RESOLVING ALL COMPLIANCE ISSUES ABOVE

CONNECTICUT REGISTRATION CERTIFICATE

KEEP THIS PORTION IN YOUR VEHICLE - DO NOT MAIL

NO REGISTRATION STICKER REQUIRED

INSURANCE SHALL BE MAINTAINED AS REQUIRED BY CT LAW

VALID ONLY AFTER PAYMENT RECEIVED BY DMV

CLASS CODE	PLATE NUMBER	EXP. DATE	VEHICLE IDENTIFICATION NUMBER	YR	MAKE	MODEL	BODY STYLE	COLOR	GROSS WEIGHT	STAND CAP.
01	[redacted]	10/13/14	1FMCU9EG1AK[redacted]	10	FORD	ESCAPE	ST WAG	RED		

CLASS CODE DESCRIPTION	SUB CODE	SUB CODE DESCRIPTION	TOWN	CURRENT TAX TOWN	AXLES	LIGHT WEIGHT	SEAT. CAP.
PASSENGER			009	BETHEL	2		

TITLE	EMISSIONS TEST DUE DATE	PRINT DATE	PRINT TIME	TERM ID	CLOCK	TOTAL FEE
Y	09/29/2014	08/03/12				$90.00

COMMISSIONER OF MOTOR VEHICLES

Melody A. Carney

[redacted]

BURK RICHARD M

BETHEL CT [redacted]

TEAR OFF AND RETURN WITH PAYMENT ↓ TEAR OFF AND RETURN WITH PAYMENT ↓

COLONIAL FORD

COLONIAL AUTOMOBILE COMPANY, INC.

126 FEDERAL ROAD - P.O. 1126 - DANBURY, CT 06813 - (203) 748-3503

www.colonialautomobile.com

Ford LINCOLN

DATE	INVOICE NO.	STOCK NO.
29 SEP 2011	54746	13692

SALESMAN NUMBER

SOLD TO [redacted]

ADDRESS [redacted]

BETHEL CT [redacted]

(H) [redacted] MILEAGE: 26074

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2010	FORD	ESCAPE	USED	1FMCU9EG1AKC[redacted]

SALESMAN: CONLEY,BILL

KEY NOS.

INSURANCE COVERAGE INCLUDES

FIRE & THEFT ☒ PUBLIC LIABILITY - AMT. ☐ NO INSURANCE

COLLISION - AMT. DEDUCTIBLE ☐ PROPERTY DAMAGE - AMT. ☐

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE

THE DEALER CONVEYANCE FEE IS NOT PAYABLE TO THE STATE OF CT.

23492.00 - 6000.00 = 17492.00

THIS MOTOR VEHICLE IS GUARANTEED FOR 60 DAYS OR 3000 MILES WHICHEVER COMES FIRST. ON A 100/100 BASIS ON MOTOR, TRANSMISSION AND DIFFERENTIAL ONLY. PRICE OF PARTS AND LABOR MUST BE BORNE BY SELLER. ALL LABOR MUST BE PERFORMED IN OUR SHOP. NO OUTSIDE INVOICE FOR REPAIRS WILL BE HONORED BY US.

ANNUAL PERCENTAGE RATE 16.99%

USED CAR TRADED

YEAR	MAKE	MODEL	VEHICLE IDENT. OR SERIAL NO.
2004	JEEP	LIBERTY	1J4GL48K44W[redacted]

BODY COLOR: SILVER MILEAGE: 105744

PRICE OF CAR	DESCRIPTION	SALE
	N. CAR - THUNDERBIRD	
	MUSTANG	
	ESCAPE	37501 23492.00
	EXTENDED WARRANTY	
	U. CAR - RETAIL	N/A
	WHOLESALE	
	U. TRUCK - RETAIL	
	WHOLESALE	
	[redacted]	
	SALES TAX	65726
	LICENSE AND TITLE	1136.08
	RUSTPROOFING	106.00
	DEALER CONVEYANCE FEE	399.00
	TOTAL CASH PRICE	26133.08
	FINANCE CHARGE	14521.73
	INSURANCE	
	TOTAL TIME PRICE	39654.81
SETTLEMENT	DEPOSIT (NO REFUND OF DEPOSIT)	N/A
	CASH ON DELIVERY (CAR ACCTS. RECEIVABLE)	N/A
	USED CAR ALLOWANCE	1682.17
	PAYMENTS MONTHS 72 @ DOLLARS 537.12 PER MONTH FMCC	
	TOTAL	38672.64
	[redacted]	

Always Bring Your Car Here For Factory Authorized Service

13692A

CTM-131-CUST. Rev. 1985 G (4-11)

The Reynolds and Reynolds Company

PE13-003.4 000252LC

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

CONNECTICUT VEHICLE RETAIL INSTALLMENT CONTRACT

DATE _____

1-800-727-7000

FordCredit

www.fordcredit.com

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)

CREDITOR (Seller Name and Address)

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
					☐ Personal ☐ Agricultural ☐ Commercial

Trade-in _____ Year and Make $ _____ Gross Allowance $ _____ Amount Owing

ITEMIZATION OF AMOUNT FINANCED

1. **Cash Price** ..... $ _____ (1)
2. **Down Payment**
   - **Third Party Rebate Assigned to Creditor** ..... $ _____
   - **Cash Down Payment** ..... $ _____
   - _____ $ _____
   - **Trade-In** (description above) ..... $ _____
   - **Total Down Payment** ..... $ _____ (2)
3. **Unpaid Balance of Cash Price** (1 minus 2) ..... $ _____ (3)
4. **Amounts paid on your behalf (Seller may be retaining a portion of these amounts)**
   - **To Public Officials**
     - (i) for license, title & registration fees $ _____ ;
     - (ii) for official fees $ _____ ;
     - (iii) for taxes (not in Cash Price) $ _____ $ _____
   - **To Insurance Companies for:** $
     - **Credit Life Insurance** ..... $ _____
     - **Credit Disability Insurance** ..... $ _____
     - _____ ..... $ _____
     - _____ ..... $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - To _____ for _____ $ _____
     - **Total** ..... $ _____ (4)
5. **Amount Financed** (3 plus 4) ..... $ _____ (5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment of $ _____
_____ %	$ _____	$ _____	$ _____	$ _____

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit
☐ Life N/A
Insurance Company
$ N/A
Premium Insured(s)
You want Credit Life Insurance.

Buyer Signs

Co-Buyer Signs

Credit
☐ Disability N/A
Insurance Company
$ N/A
Premium Insured(s)
You want Credit Disability Insurance.

Buyer Signs

Co-Buyer Signs

OTHER OPTIONAL INSURANCE

Coverage and Insurance Company | Premium and Term in Months

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due ☑ Monthly ☐ Semi-Annually ☐ Annually
	N/A	

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or $10.00, whichever is less.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment refunds.

N/A $ N/A

By

$ N/A

By

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

Buyer Signs

Co-Buyer Signs

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

☐ Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor $0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

EXTRA MILEAGE OPTION CREDIT

If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Creditor under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, You will receive a credit of $0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than $1.00.

☐ **Debt Cancellation Waiver Addendum (Optional)**

If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the itemization of Amount Financed under section 4.

Buyer Signs

Anti-Theft Product (Optional)

☐ If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

$ N/A Term

$ N/A Term

Buyer Signs X

NON-MODIFICATION **Any change in this contract must be in writing and signed by you and the Creditor.**

Buyer Signs Co-Buyer Signs X

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO THE BUYER

1. Do not sign this agreement before you read it or if it contains any blank space.
2. You are entitled to a completely filled-in copy of the contract when you sign it.
3. Under the law, you have the following rights, among others:
(a) To pay off in advance the full amount due and obtain a partial refund of any unearned finance charge;
(b) To redeem the property if repossessed for a default;
(c) To require, under certain conditions, a resale of the property if repossessed.

Buyer Signs X Co-Buyer Signs X

Buyer Signs [redacted] Co-Buyer Signs [redacted]

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

[redacted] Signs Co-Buyer Signs X [redacted]

Seller [illegible] By X _____ Title _____

THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

If you do not make any payment when it is due, you will be in default. Creditor will continue to assess a finance charge on the unpaid amount at the annual percentage rate specified above. Creditor may also assess a late charge, as specified above. Creditor may also take any of the actions specified in Paragraph I ("Default") on the back of the contract. You may refer to Paragraph A ("Payments") for an explanation of how your payments will be applied.

You acknowledge that Creditor informed you of what may happen if you do not make the first payment or any other required payment in a timely manner.

Buyer Signs X [redacted] Co-Buyer Signs X [redacted]

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to _____ ("Assignee").

To contact Assignee about this contract, call _____, or visit their website at _____.

Seller [illegible] By X _____ Title _____

FC 17606-S1 (DEC 10) Previous editions may NOT be used. FC 17606-B-S1

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

PLY 1 - ORIGINAL PLY 2 - BUYER'S COPY PLY 3 - ~~CO-BUYER/GUARANTOR~~ COPY PLY 4 - SELLER'S COPY (NON-TRANSFERABLE)

CUSTOMER #: 4700044

296872

INVOICE

PAGE 1

COLONIAL AUTOMOBILE COMPANY, INC.
dba COLONIAL FORD
128 Federal Rd. · Danbury, CT 06811
Telephone (203) 748-3603
1-800-229-2656
www.colonialautomobile.com

LINCOLN MERCURY

[redacted]
BETHEL, CT [redacted]
HOME: [redacted] CONT:N/A
BUS: [redacted] CELL: [redacted]

SERVICE ADVISOR: 5311 RICK FLACHBART

COLOR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RED	10 FORD ESCAPE	1FMCU9EG1AKC[redacted]		42083/42083	T3844

DEL.DATE	PROD.DATE	WARR.EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV.DATE
29SEP11 DD			17:00 11JUL13		106.00	CASH	11JUL13

R.O.OPENED	READY	OPTIONS:
11JUL13	11JUL13	STK:13692 DLR:13440

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A TOWED TO SHOP,WONT START WHEN WARM			
M OPEN DESCRIPTION			
61 CPF		106.00	106.00
PARTS: 0.00 LABOR: 106.00 OTHER: 0.00	TOTAL LINE A:		106.00

42083 STARTED VEHICLE. RUNNING SMOOTH UNTIL WARMED UP. THEN STARTED BUCKING. CHECKED FOR CODES. NO CODES. CHECKED FOR UPDATES. FOUND PCM UPDATE. PROGRAMMED AND DROVE. VEHICLE DRIVES NORMAL NOW. DID NOTICE TRANSMISSION BUCKS WHEN DOWNSHIFTING.

****

B Ford Standard Vehicle Report Card			
99P Ford Standard Vehicle Report Card			
61 CPF		0.00	0.00
GBATT CHECKED BATTERY OKAY AT THIS TIME			
61 CPF		0.00	0.00
GBK CHECKED BRAKE WEAR OK OVER 5MM(DISC) OVER 2MM(DRUM)			
61 CPF		0.00	0.00
GTIRE CHECKED TIRE WEAR OK 7/32 TREAD OR GREATER REMAINING			
61 CPF		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00	TOTAL LINE B:		0.00

42083 COMPLETED QCM REPORT.

****

CUSTOMER PAY HDWRE & DISPOSAL FOR REPAIR ORDER	2.00

****PLEASE NOTE OUR NEW PHONE NUMBER****
********** (203) 748-3891 **********
** NOW OPEN FOR SERVICE ON SATURDAY! ***
FOR YOUR CONVENIENCE 8:00AM TO 5:00PM

SERVICE HOURS

MON - FRI
7:30 am - 5:00 pm

PARTS HOURS

MON - FRI
7:30 am - 5:00 pm

STATEMENT OF LIMITED WARRANTY
WE GUARANTEE OUR SERVICE WORK FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. IF OUR REPAIR OR REPLACEMENT FAILS IN NORMAL SERVICE WITHIN THAT PERIOD, WE'LL FIX IT FREE OF CHARGE.

DESCRIPTION	TOTALS
LABOR AMOUNT	106.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	2.00
TOTAL CHARGES	108.00
LESS INSURANCE	0.00
SALES TAX	6.86
PLEASE PAY THIS AMOUNT	114.86

CUSTOMER COPY

CUSTOMER #: 4700044

297041

INVOICE

PAGE 1

COLONIAL AUTOMOBILE COMPANY, INC.
dba COLONIAL FORD
126 Federal Rd. · Danbury, CT 06811
Telephone (203) 748-3503
1-800-229-2656
www.colonialautomobile.com

LINCOLN MERCURY

[redacted]
BETHEL, CT [redacted]
HOME: [redacted] CONT:N/A
BUS: [redacted] CELL: [redacted]

SERVICE ADVISOR: 5311 RICK FLACHBART

CO	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RED 10	FORD ESCAPE	1FMCU9EG1AKC[redacted]		42132/42132	T3709

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
29SEP11 DD			WAIT 17JUL13		106.00	CASH	08AUG13

R.O. OPENED	READY	OPTIONS:
15JUL13	08AUG13	STK:13692 DLR:13440

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A TOWED TO SHOP ENGINE STALLED,AFTER IS COOLED DOWN FOR ABOUT 20
MINUTES IT RESTARTED,NOW IT WONT ENGAGE GEAR IT JUST SHUDDERS

CAUSE: .
N N

61 WF (N/C)
63 WF (N/C)
1 BL8Z*7A100*A CONTROL ASY - TRANSMISSION (N/C)
1 9L8Z*7Z490*C PLATE AND GASKET ASY (N/C)
1 9L8Z*7Z490*B PLATE AND GASKET ASY (N/C)
1 9L8Z*7F396*A GASKET (N/C)
6 XT*10*QLVC OIL - AUTOMATIC TRANSMISSION (N/C)
2 BL8Z*7G199*A TUBE ASY (N/C)
1 AL8Z*7G391*A SOLENOID ASY (N/C)
CORE CHARGE W (N/C)
1 BL8Z*7L328*A SUPPORT - TRANSMISSION CENTER (N/C)
1 9L8Z*7D483*D SNAP RING (N/C)
2 9L8Z*7B442*A DRIVEN PLATE - STEEL (N/C)
4 9L8Z*7B164*B PLATE - CLUTCH INTERNAL SPLINE (N/C)
1 AL8Z*7D483*A SNAP RING (N/C)
1 9L8Z*7A019*A RING GEAR (N/C)
1 9L8Z*7D234*A BEARING - SUN GEAR THRUST (N/C)
1 9L8Z*7153*A KIT - GASKET (N/C)
4 XT*10*QLVC OIL - AUTOMATIC TRANSMISSION (N/C)
1 TA*29* SEALANT - SILICONE (N/C)
7000F45 AUTOMATIC TRANSMISSION - - DIAGNOSTIC PIN
POINT TEST - L
61 WF (N/C)
7000A AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE
AND INSTALL OR REPLACE (7000) - L
61 WF (N/C)
7000AXQ AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE
AND INSTALL OR REPLACE (7000) - L EXTRA TIME
FOR POST ROAD TEST. (AFTER
61 WF (N/C)

SERVICE HOURS

MON - FRI
7:30 am - 5:00 pm

PARTS HOURS

MON - FRI
7:30 am - 5:00 pm

STATEMENT OF LIMITED WARRANTY
WE GUARANTEE OUR SERVICE WORK FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. IF OUR REPAIR OR REPLACEMENT FAILS IN NORMAL SERVICE WITHIN THAT PERIOD, WE'LL FIX IT FREE OF CHARGE.

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

CUSTOMER COPY

CUSTOMER #: 4700044

297041

INVOICE

PAGE 2

COLONIAL AUTOMOBILE COMPANY, INC.
dba COLONIAL FORD
126 Federal Rd. · Danbury, CT 06811
Telephone (203) 748-3503
1-800-229-2656
www.colonialautomobile.com

LINCOLN MERCURY

[redacted]
BETHEL, CT 06801
HOME [redacted] CONT:N/A
[redacted] ELL: [redacted]

SERVICE ADVISOR: 5311 RICK FLACHBART

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RED	10	FORD ESCAPE	1FMCU9EG1AKC[redacted]		42132/42132	T3709

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
29SEP11 DD			WAIT 17JUL13		106.00	CASH	08AUG13

R.O. OPENED	READY	OPTIONS:
15JUL13	08AUG13	STK:13692 DLR:13440

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
7000AZJ AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE (7000) - L EXTRA TIME TO MOUNT TRANSMISSION ON A 61 WF			(N/C)
7000A2 AUTOMATIC TRANSMISSION ASSEMBLY - OVERHAUL (7000/7C391) - L 61 WF			(N/C)
7000A11 AUTOMATIC TRANSMISSION OIL COOLER AND/OR COOLER LINES - FLUSH (7A030/7A031) - L 61 WF			(N/C)

FC: P09 42
PART#: 7D483
COUNT:
CLAIM TYPE:
AUTH CODE:
00759

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

42132 CHECK FOR STALL.ROAD TEST NO STALL EEC TEST PASS.ETB TEST-PASS.HAS HARSH SHIFTS AND VERY HARSH ENGAGEMENT INTO DRIVE.CHECK FLUID -OK.CHECK OASIS.DIAG BY SYMPTOM.CHECK EEC SENSORS .TRANS.ELECT DIAG.ROAD TEST MONITOR GEAR AND SOLENOIDS ON SHIFTS.RESET SHIFT STRATEGY-NG.CHECK SOLENIOD BODY STRATEGY DATA-MATCH.DO LINE PRESSURE TESTS.PRESSURES HIGHIN ALL MODES.RUN PINPOINT TESTS A,B,C.DO ALL WIRING CHECKS IN PINPOINT TESTS-ALL WIRING OK.REPLACE SOLENOID BODY AND VALVE BODY.DOWN LOAD SOLENOID BODY STRATEGY DATA-NG.CONTACT HOTLINE.REMOVE AND DISASSEMBLE TRANS.FOUND FORWARD CLUTCH SNAP RING OUT OF PLACE.REFER TO SSM 22547 AS PER HOTLINE.REBUILD TRANS.INSTALL NEW CENTER SUPPORT KIT PER SSM.REMOVE AND DISASSEMBLE,INSPECT AND CLEAN PUMP AS PER HOTLINE SUGGESTION.REASSEMBLE.REINSTALL TRANS.REFILL AND ROAD TEST-OK.
****

B ALSO WHEN IT IS TAKEN OUT OF PARK IT BANGS
NC NO CHARGE
63 CPF 0.00 0.00

SERVICE HOURS

MON - FRI
7:30 am - 5:00 pm

PARTS HOURS

MON - FRI
7:30 am - 5:00 pm

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

CUSTOMER COPY

July 15th 2013 through August 8 2013 The car was in the shop this long

CUSTOMER #: 4700044

297041

INVOICE

COLONIAL AUTOMOBILE COMPANY, INC.
dba COLONIAL FORD
126 Federal Rd. · Danbury, CT 06811
Telephone (203) 748-3503
1-800-229-2656
www.colonialautomobile.com

LINCOLN MERCURY

[redacted]
BETHEL, CT [redacted]
HOME: [redacted] CONT:N/A
BUS: [redacted] CELL: [redacted]

PAGE 3

SERVICE ADVISOR: 5311 RICK FLACHBART

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RED	10	FORD ESCAPE	1FMCU9EG1AK[redacted]		42132/42132	T3709

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29SEP11 DD			WAIT 17JUL13		106.00	CASH	08AUG13

R.O. OPENED	READY	OPTIONS:
15JUL13	08AUG13	STK:13692 DLR:13440

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

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

42132 CHECK TRANS.ENGAGEMENT-OK.ROAD TEST.SHIFTS OK.CHECK ENGINE PERFORMANCE.CHECK OASIS.VISUAL INSPECTION.OK.EEC TEST-PASS.MONITOR SHIFTS ON ROAD TEST-OK.

****

C Ford Standard Vehicle Report Card
99P Ford Standard Vehicle Report Card
63 CPF 0.00 0.00

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

****

****PLEASE NOTE OUR NEW PHONE NUMBER****
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** NOW OPEN FOR SERVICE ON SATURDAY! ***
FOR YOUR CONVENIENCE 8:00AM TO 5:00PM

SERVICE HOURS

MON - FRI
7:30 am - 5:00 pm

PARTS HOURS

MON - FRI
7:30 am - 5:00 pm

STATEMENT OF LIMITED WARRANTY
WE GUARANTEE OUR SERVICE WORK FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. IF OUR REPAIR OR REPLACEMENT FAILS IN NORMAL SERVICE WITHIN THAT PERIOD, WE'LL FIX IT FREE OF CHARGE.

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

CUSTOMER COPY

CUSTOMER #: 4700044

298127

INVOICE

COLONIAL AUTOMOBILE COMPANY, II
dba COLONIAL FORD
126 Federal Rd. · Danbury, CT 06811
Telephone (203) 748-3503
1-800-229-2656
www.colonialautomobile.com

LINCOLN MERCURY

[redacted]
BETHEL, CT 06801
HOME: [redacted] CONT:N/A
[redacted] CELL: [redacted]

PAGE 1

SERVICE ADVISOR: 7289 GARY BENEDICT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TA
RED	10	FORD ESCAPE	1FMCU9EG1AK[redacted]		42197/42197	T856

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29SEP11 DD			17:00 09AUG13		106.00	CASH	16AUG13

R.O. OPENED	READY	OPTIONS:
09AUG13	16AUG13	STK:13692 DLR:13440

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUST STATES CAR SHUT DOWN AFTER 2 MILES RESTARTED AND DROVE TO SHOP
M OPEN DESCRIPTION
63 IPF (N/C)
1 9L8Z*9601*A ELEMENT ASY - AIR CLEANER (N/C)
1 DS7Z9E926D THROTTLE (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

42197 ROAD TEST,IDLE FLUXES.CHECK OASIS-NO TSB.DIAG.BY SYMPTOM.EEC TEST-PASS.ACCESS DATA LOGGER ,MONITOR BARO.RPM,TP,MAF,PIDS.INSTALL KNOWN GOOD MAF.-NG.RUN IDS TBODY TEST-PASS.INSTALL KNOWN GOOD CANISTER PURGE VALVE.-NG.INSTALL KNOWN GOOD TBODY.RUNS OK.ORDER TBODY.INSTALL NEW TBODY.REROAD TEST-OK.

****

B QCM REPORT CARD
99P QCM REPORT CARD
63 CPF 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

****

****PLEASE NOTE OUR NEW PHONE NUMBER****
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** NOW OPEN FOR SERVICE ON SATURDAY! ***
FOR YOUR CONVENIENCE 8:00AM TO 5:00PM

SERVICE HOURS

MON - FRI
7:30 am - 5:00 pm

PARTS HOURS

STATEMENT OF LIMITED WARRANTY
WE GUARANTEE OUR SERVICE WORK FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. IF OUR REPAIR OR REPLACEMENT FAILS IN NORMAL SERVICE WITHIN

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

[redacted]

NC LP

THE LAW OFFICE OF RICHARD A. MCNEIL

4030 Wake Forest Road, Suite 300
Raleigh, NC 27609
rickmcneil@filenclemonlaw.com
Phone (919) 719-7214
Fax (888) 542-6123
www.filenclemonlaw.com

July 11, 2013

JUL 16 2013
'13 JUL 16 A9:10
CONSUMER AFFAIRS SECTION

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

Re:	**Settlement Demand**
Our Client:	[redacted]
Vehicle:	**2013 Ford Escape**
Date of Purchase:	**October 26th, 2012**
VIN:	**1FMCU0H95DU**[redacted]
Current Mileage:	**10,500**

Dear Sir or Madam,

Please be advised that this office has been retained by [redacted] regarding the above-referenced vehicle which was obtained from Crossroads Ford in Cary, NC. Since purchase, our client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

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

Transmission; Stalling; Loss of Power

My client's vehicle has been presented for repair on at least 4 occasions for the same defects. The vehicle has also been out of service for more than 20 business days within a one year period of the warranty. These both meet the presumption under the North Carolina Lemon Law. Further, these nonconformities substantially impair the value of the subject vehicle as defined under the North Carolina Lemon Law, Magnuson-Moss Warranty Act, and the North Carolina Uniform Commercial Code.

Therefore, you are hereby notified that our client is revoking acceptance of the vehicle effective immediately. Our client has directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our client may return the vehicle and recoup these expenses. DO NOT CONTACT

RAMP MOTORS INC.

4869 Nesconset Highway
PORT JEFFERSON STATION, NEW YORK 11776
Sales: (631) 473-1550 Service: (631) 473-4600 Parts: (631) 473-6500
N.Y.S. REPAIR SHOP REG. NO. R-1520504
www.rampford.com

Ford Go Further

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
39772	GEORGE TOMKO 35743	3013	05/09/13	FTCS283876

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
115.00		8,820	BLACK/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
13/FORD TRUCK/ESCAPE/4DR 4X2 SEL	10/26/12	

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 0 H 9 5 D U [redacted]		09/23/12

F.T.E. NO.	P.O. NO.	R.O. DATE
		04/30/13

[redacted]
CLAYTON, NC[redacted]

[redacted]

COMMENTS

MO: 8882

LABOR & PARTS

J# 1 12FTZ MISC.IGN/EEC SYSTEMS TECH(S):50152 0.00

CUSTOMER STATES THE VEHICLE STALLED OUT 2X THIS WEEK.
DISPLAY READS ENGINE FAULT. ALSO HESITATES AND BUCKS ON ACCE
BROUGHT THE VEHICLE INTO THE SHOP AND VERIFIED THE CONCERN 1
TIME. HOOKED UP THE COMPUTER AND CHECKED FOR CODES. NO CODES
FOUND. CONTACTED HOTLINE. WAS TOLD TO ROAD TESTED THE VEHICL
WITH THE COMPUTER. CUSTOMER REQUESTED VEHICLE BACK

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS

RAMP FORD
LONG ISLANDS LEGENDARY DEALER

THANK YOU FOR LETTING US SERVE YOU!!
WE USE MOTORCRAFT OIL PRODUCTS WHEN SERVICING YOUR VEHICLE
OUR SALES DEPARTMENT HOURS ARE MONDAY THROUGH THURSDAY
9 AM TO 9PM. FRIDAY 9 AM TO 6PM AND SATURDAY 9AM TO 5 PM
STARTING APRIL 2ND 2012
NEW YORK STATE LAW REQUIRES THAT WE CHARGE A WASTE TIRE
MANAGEMENT FEE OF $2.50 FOR EACH NEW TIRE THAT WE SELL.

GOD BLESS AMERICA AND OUR TROOPS!!!!!!

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

CUSTOMER SIGNATURE

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE RETAILER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY 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 SAID PRODUCTS.

THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY, LABOR AND PARTS FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. SELLER HEREBY LIMITS ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS TO THE SAME PERIOD. WARRANTY REPAIRS TO BE PERFORMED AT THE SELLER'S PLACE OF BUSINESS.

THANK YOU
FOR THIS OPPORTUNITY TO SERVE YOU. IT IS OUR AIM TO PERFORM ALL THE REPAIRS REQUESTED ON THIS REPAIR ORDER TO YOUR COMPLETE SATISFACTION. IF OUR SERVICE WAS SATISFACTORY TELL YOUR FRIENDS, IF NOT PLEASE TELL US IMMEDIATELY.

CUSTOMER ACKNOWLEDGES RECEIPT OF COPY
X _____

The Reynolds and Reynolds Company ERAINTNVE CC713096 Q (03/13)

CROSSROADS FORD, INC.

1660 PINEY PLAINS ROAD
CARY, NC 27518
PHONE (919) 460-5620
www.crossroadscars.com

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
130873	CHRIS SKELTON 735	8319	05/23/13	FOCS737560

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		9,955	TUXEDO BLK	T370326

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
13/FORD TRUCK/ESCAPE/FWD 4DR SEL	10/26/12	60

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 0 H 9 5 D U [redacted]		

F.T.E. NO.	P.O. NO	R.O. DATE
		05/15/13

[redacted]
CLAYTON, NC [redacted]
[redacted]

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	MILEAGE OUT
[redacted]			MO: 9966

LABOR & PARTS

J# 1 20FOZ DRIVEABILTY TECH(S):454 WARRANTY

C/S THE ENGINE HAS STALLED OUT WHILE DRIVING 5 TIMES. THE LAST TIME WAS TODAY. IT HAPPENS WHEN COMING TO A STOP. THE ENGINE FAULT. SERVICE NOW WARNING COMES ON THE DASH. RESETS WHEN YOU RESTART.
REPLACED ENGINE SENSOR ASSEMBLY

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	AG9Z-9F479-A	SENSOR ASY		WARRANTY

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 72FOZ LOANER TECH(S):454 WARRANTY

LOANER OR RENTAL
LOANER/RENTAL

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE

JOB # 2 TOTAL PARTS 0.00

JOB # 2 TOTAL LABOR & PARTS 0.00

J# 3 00FOZ99P MULTI POINT INSPECT TECH(S):454 0.00

PERFORM MULTI POINT INSPECTION.
MULTI POINT INSPECTION COMPLETED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE

JOB # 3 TOTAL PARTS 0.00

JOB # 3 TOTAL LABOR & PARTS 0.00

J# 4 00FOZGBATT GREEN BATTERY TECH(S):454 0.00

BATTERY TEST PERFORMED AND BATTERY OK ON THIS VISIT
BATTERY PASSED

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE

JOB # 4 TOTAL PARTS 0.00

JOB # 4 TOTAL LABOR & PARTS 0.00

J# 5 00FOZGBK BRAKES OK TECH(S):454 0.00

BRAKES - CHECKED AND OK.
BRAKES - CHECKED AND OK.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE

JOB # 5 TOTAL PARTS 0.00

JOB # 5 TOTAL LABOR & PARTS 0.00

J# 6 00FOZGTIRE TIRES OK TECH(S):454 0.00

TIRES CHECKED AND OK.
TIRES CHECKED AND OK.

DISCLAIMER OF WARRANTIES

The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby 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 part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

Attorney's fees and/or collection cost may be added if collection of past due account becomes necessary.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

SERVICE HOURS
Mon. - Fri. 7:30 A.M. - 8 P.M.
SATURDAY 8:00 A.M. - 5 P.M.

IMPORTANT
VERY SHORTLY YOU MAY RECEIVE A SURVEY DIRECTLY FROM THE MANUFACTURER. THIS IS OUR REPORT CARD. IF YOU CANNOT GRADE US "COMPLETELY SATISFIED," PLEASE CONTACT ME IMMEDIATELY!
TONY McCARTHY
SERVICE MANAGER

THANK YOU FOR YOUR BUSINESS!

ALL RECOMMENDED SERVICES ARE BY CROSSROADS FORD AND MAY VARY FROM MANUFACTURERS SPECIFICATIONS.

 [CONTINUED ON NEXT PAGE] 01:51pm

The Reynolds and Reynolds Company ERMNTS314E CC224032 Q (05/11)

ENTERPRISE LEASING COMPANY - SOUTHEAST, 1710 PINEY PLAINS RD, CARY, NC 275186854 (919) 851-4189

RENTAL AGREEMENT 737331
REF# 546JZ7

RENTER
[redacted]

DATE & TIME OUT
05/15/2013 12:01 PM
DATE & TIME IN
05/23/2013 01:32 PM

BILLING CYCLE
24-HOUR

VEH #1 2012 TOYO CAMR LE4
VIN# 4T1BF1FK0CU[redacted]
LIC# [redacted]
MILES DRIVEN 254

BILL TO ACCOUNT
CROSSROADS FORD
ATTN: CHRIS
PO BOX 2069
WAKE FOREST, NC 275880000

CLAIM INFO
PO: 16538

SUMMARY OF CHARGES

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	05/15 - 05/23	8	DAY	$31.99	$255.92
DW	05/15 - 05/23	8	DAY	$15.99	$127.92
REFUELING CHARGE	05/15 - 05/23				$0.00
			Subtotal:		**$383.84**
Adjustments					
0531 - DR CUSTOMER SATISFACTION					($63.96)
Taxes & Surcharges					
CITY GROSS RECEIPT TAX	05/15 - 05/23			1.5%	$4.83
COUNTY GROSS RECEIPT TAX	05/15 - 05/23			1.5%	$4.84
NC HIGHWAY USE TAX	05/15 - 05/23			8%	$25.80
TRIANGLE TRANSIT AUTHORITY TAX	05/15 - 05/23			5%	$16.13
VEHICLE LICENSING FEE	05/15 - 05/23	8	DAY	$0.33	$2.64
			Total Charges:		**$374.12**
Bill-To / Deposits					
CROSSROADS FORD					
TIME & DISTANCE	05/15 - 05/23	8	DAY		
CITY GROSS RECEIPT TAX	05/15 - 05/23	1	PERCENT	1.5%	
COUNTY GROSS RECEIPT TAX	05/15 - 05/23	1	PERCENT	1.5%	
NC HIGHWAY USE TAX	05/15 - 05/23	1	PERCENT	8%	
TRIANGLE TRANSIT AUTHORITY TAX	05/15 - 05/23	1	PERCENT	5%	
VEHICLE LICENSING FEE	05/15 - 05/23	8	DAY		
			Subtotal:		**($299.93)**

Total Amount Due **$0.00**

PAYMENT INFORMATION

AMOUNT PAID	TYPE	CREDIT CARD NUMBER
$74.19	Visa	[redacted] PENDING

JESSICA
866-631 3788 77781

PICK UP
6/7 FERNANDO
6/18/ 6/8/13

CAS2666702
1-800-392-3673
~~BRITTINY~~ BRITTINY

3/DIFF TIME AT DEALERS
9
9
10
28
608.81

RIG MOVE

5/23/2013

CROSSROADS FORD, INC.

1660 PINEY PLAINS ROAD
CARY, NC 27518
PHONE (919) 460-5620
www.crossroadscars.com

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
130873	CHRIS SKELTON 735	8371	06/06/13	FOCS738905

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		10,363	TUXEDO BLK	T370326

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
13/FORD TRUCK/ESCAPE/FWD 4DR SEL	10/26/12	60

VEHICLE I.D. NO.	SELLING DEALER NO	PRODUCTION DATE
1 F M C U 0 H 9 5 D U [redacted]		

F.T.E. NO.	P.O. NO	R.O. DATE
		05/28/13

[redacted]
CLAYTON, NC [redacted]
[redacted]

COMMENTS

MILEAGE OUT
MO: 10506

LABOR & PARTS

J# 1 21FOZ ENGINE TECH(S):454 WARRANTY
CUSTOMER STATES WHILE DRIVING DOWN THE ROAD WHEN SLOWING
TO STOP CAR WILL STALL...AT TIMES ALSO WHEN TURNING SLOWLY
CAR WILL ALSO STALL
REPLACED THE PIGTAIL FOR THE MANIFOLD MAP SENSOR.
POST TEST DROVE 140 MILES WITHOUT FAULT AND RETURNED TO THE
CUSTOMER.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	AU2Z-14S411-JA	WIRE ASY		WARRANTY
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00

J# 2 00FOZ99P MULTI POINT INSPECT TECH(S):184 0.00
PERFORM MULTI POINT INSPECTION.
MULTI POINT INSPECTION COMPLETED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 2 TOTAL PARTS	0.00
				JOB # 2 TOTAL LABOR & PARTS	0.00

J# 3 72FOZRENTAL RENTAL TECH(S):184 WARRANTY
SERVICE RENTAL
THANK YOU FOR USING CROSSROADS FORD

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 3 TOTAL PARTS	0.00
				JOB # 3 TOTAL LABOR & PARTS	0.00

J# 4 21FOZDIAG SBDS DIAGNOSIS TECH(S):184 WARRANTY
CUSTOMER STATES CHECK ENGINE IS COMING ON AND FLASHING PRIOR
TO STALL CONDITION

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 4 TOTAL PARTS	0.00
				JOB # 4 TOTAL LABOR & PARTS	0.00

J# 5 00FOZBK BRAKE INSPECTION TECH(S):184 0.00
INSPECT BRAKES. DETERMINE PAD THICKNESS.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 5 TOTAL PARTS	0.00
				JOB # 5 TOTAL LABOR & PARTS	0.00

J# 6 00FOZGBATT GREEN BATTERY TECH(S):184 0.00
BATTERY TEST PERFORMED AND BATTERY OK ON THIS VISIT
BATTERY PASSED

DISCLAIMER OF WARRANTIES
The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby 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 part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

Attorney's fees and/or collection cost may be added if collection of past due account becomes necessary.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

SERVICE HOURS
Mon. - Fri. 7:30 A.M. - 8 P.M.
SATURDAY 8:00 A.M. - 5 P.M.

IMPORTANT
VERY SHORTLY YOU MAY RECEIVE A SURVEY DIRECTLY FROM THE MANUFACTURER. THIS IS OUR REPORT CARD. IF YOU CANNOT GRADE US COMPLETELY SATISFIED PLEASE CONTACT ME IMMEDIATELY!
TONY McCARTHY
SERVICE MANAGER

THANK YOU FOR YOUR BUSINESS!

ALL RECOMMENDED SERVICES ARE BY CROSSROADS FORD AND MAY VARY FROM MANUFACTURERS SPECIFICATIONS.

 [CONTINUED ON NEXT PAGE] 01:32pm

ERAINTS/14E CC224002 Q (05/11)

CROSSROADS FORD, INC.

1660 PINEY PLAINS ROAD
CARY, NC 27518
PHONE (919) 460-5620
www.crossroadscars.com

CELL [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	
130873	CHRIS SKELTON 735	8467	07/03/13	FOCS738905

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		10,363	TUXEDO BLK	T370326

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
13/FORD TRUCK/ESCAPE/FWD 4DR SEL	10/26/12	60

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 0 H 9 5 D U [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE	
		05/28/13	REPRINT# 1

[redacted]
CLAYTON, NC [redacted]
[redacted]

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	MILEAGE OUT
[redacted]			MO: 10506

LABOR & PARTS----------

J# 1 21FOZ ENGINE TECH(S):454 WARRANTY

CUSTOMER STATES WHILE DRIVING DOWN THE ROAD WHEN SLOWING TO STOP CAR WILL STALL...AT TIMES ALSO WHEN TURNING SLOWLY CAR WILL ALSO STALL
REPLACED THE PIGTAIL FOR THE MANIFOLD MAP SENSOR.
POST TEST DROVE 140 MILES WITHOUT FAULT AND RETURNED TO THE CUSTOMER.
PERFOMRED WIGGLE TEST OF ENTIRE HARNESS AS PER HOTLINE WHILE MONITORING THE PIDS. CAN NOT SEE ANY ISSUES WITH THE HARNESS REINSTALLED COWL ASSEMBLY AND LOWER SHEILD AND REPLACED PIGTAIL FOR MAP SENSOR. CLEARED CODES AND DROVE LIGHT CAME BACK ON A DAY LATER ON ROAD TEST. CONTACTED HOT LINE. REMOVED AIR BOX COWL OCM AND LOWER SPLASH SHIELDS AND REWIGGLE TESTED. WAS ADVISED BY THE HOTLINE TO REPLACED SPLICE S180. OPENED UP HARNESS AND CUTOUT AND REPLACED SPLICE AND ROAD TEST AGAIN NO LIGHT COME ON. REINSTALLED ALL PARTS

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1		AU2Z-14S411-JA	WIRE ASY		WARRANTY
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

J# 2 00FOZ99P MULTI POINT INSPECT TECH(S):184 0.00

PERFORM MULTI POINT INSPECTION.
MULTI POINT INSPECTION COMPLETED.

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2	1		164-R8046	KEY		INTERNAL
				JOB # 2 TOTAL PARTS		0.00
				JOB # 2 TOTAL LABOR & PARTS		0.00

J# 3 72FOZRENTAL RENTAL TECH(S):184 WARRANTY

SERVICE RENTAL
THANK YOU FOR USING CROSSROADS FORD

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 3 TOTAL PARTS		0.00
				JOB # 3 TOTAL LABOR & PARTS		0.00

J# 4 21FOZDIAG SBDS DIAGNOSIS TECH(S):184 454 WARRANTY

CUSTOMER STATES CHECK ENGINE IS COMING ON AND FLASHING PRIOR TO STALL CONDITION

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 4	0		CU5Z-12A581-J	WIRE ASY		WARRANTY
				JOB # 4 TOTAL PARTS		0.00

PART ON SPECIAL ORDER
** QUANTITY 1 IS SPECIAL ORDERED **

DISCLAIMER OF WARRANTIES
The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby 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 part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

Attorney's fees and/or collection cost may be added if collection of past due account becomes necessary.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

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Mon. - Fri. 7:30 A.M. - 8 P.M.
SATURDAY 8:00 A.M. - 5 P.M.

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TONY McCARTHY
SERVICE MANAGER

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 [CONTINUED ON NEXT PAGE]

The Reynolds and Reynolds Company ERANTS114E CC224032 0 (05/11)

Wells Fargo Dealer Services
P.O. Box 25341
Santa Ana, CA 92799-5341

Account Number
[redacted]
Collateral
2013 Ford Escape-
Total Amount Due
$608.81
Payment Due Date
06/25/13

A3ALSCDTJF 028877
#BWNJZXC
#2201 2060 5034 8543#
[redacted]
CLAYTON NC [redacted]

For personalized service or if you have traded in this vehicle, please call 1-800-289-8004 Monday - Friday 5:00 a.m. to 7:00 p.m. Pacific Time.

Date	Description	Amount
06/03/13	*Payment Received - Thank You*	$608.81
06/05/13	Current Payment Due	608.81
06/25/13	TOTAL AMOUNT DUE	$608.81
06/05/13	LOAN BALANCE AS OF 06/05/13	$34,874.83

This balance represents your outstanding balance as of the statement date and is not your payoff. For a payoff calculation please visit our website or call 800 289 8004.

Advertisements and Services

Sign up for ALP — it just got easier!

You can now enroll in the **Automatic Loan Payment** (ALP) program online through eServices...

- Take a few minutes to enroll in ALP - no need to mail or fax an application form
- Make changes or updates to your current ALP
- Rest easy knowing your loan payment is made on time – let us debit your checking or savings account each month

No more checkwriting, no more stamps - enroll in ALP today! Visit **wellsfargodealerservices.com/alp**

Please see reverse side for important information regarding your account.

A3ALSCDTJF 028877 YNNNNNNNNN NNN NNN 001 001 10587002.1.1

DO NOT SEND CASH.

For 24-hour self-service and payment options, visit our website at wellsfargodealerservices.com or call 1-800-289-8004.

Paying by check?

To ensure prompt processing, please return this portion with your payment in the envelope provided.
Please write your account number on your check or money order and make payable to Wells Fargo Dealer Services.

Check box for change of address and indicate new address on reverse side.

☐ [redacted]
Clayton NC [redacted]

INTERNAL USE ONLY
☐ AT
☐ LC
☐ PO
☐ PR
☐ DB

WELLS FARGO DEALER SERVICES
P.O. BOX 25341
SANTA ANA, CA 92799-5341

Account Number	[redacted]
Date Payment Due	06/25/13
Total Amount Due	$608.81
Amount to Be Applied to Late Charges	
Amount Enclosed	

888-294-3224

0 002 51 9720141177 0000060881 0000060881 1

310-2673

Long, Kellie (D.)

From: Hall, Christopher (C.)
Sent: Thursday, July 25, 2013 11:09 AM
To: Long, Kellie (D.)
Subject: 20105208 Legal; Document where requested Support Request At FORD OF PORT RICHEY

Additional Comments
The following is a summary of a Request For Assistance from the Technical Field Operations Assignment Management System

Request Details
Additions and/or changes made to the request are highlighted in red.

Tracking Number	20105208
Status	Assigned
Currently assigned to	CHALL48
Request Type	Legal; Document where requested
Request Source	Legal
If Other request source, please explain	
Primary contact	Kellie Long
Primary contact's phone number	313.248.5970
Primary contact's email address	klong36@ford.com
Technician Name	
Technician certified in relevant speciality	
Dealership Name	FORD OF PORT RICHEY
P&A Code	06731
Facing Region (SDR separate from Contact Regions)	S3 - ORLANDO
Geographic Region (SDR combined with Contact Region)	S3 - ORLANDO
FCSD Sales Zone	A05
FCSD Technical Zone	T08
VIN	1FAHP3K23CI[redacted]
Vehicle year/model	2012 Focus
Vehicle mileage	23,485
Repair Order (R.O) #	
Customer Name	George Tabone
Vehicle Down?	N/A
GCQIS Report #	
TAR Open?	
CuDL Case #	
Priority	Medium
Request description	OGC request FSE assistance needed for final repair attempt. Customer complaints are CHECK ENGINE LIGHT, SHIFTING PROBLEMS, NO POWER UPON ACCELERATION, VEHICLE SHUDDERS, CLIMATE CONTROL SYSTEM WITH A/C, BEARING NOISe WHILE DRIVING AT SLOW SPEEDS. Must be

	compelted by 8/6/13. Contact Kellie Long at 313.248.5970 klong36@ford.com ---Updated By---MCOLFESC--07/24/2013 03:08:21 PM--
GCQIS Comments	
FSE Comments	Kellie,please see if this FRA can be arranged for 8/20. ---Updated By---CHALL48--07/25/2013 11:09:12 AM--
Initial Contact Date	
Person Contacted	
Dealership visit planned?	
Visit date, if planned	
Did Visit Occur?	
Concern Summary for Technical Assistance Contact Report	
Inspection Comments for Technical Assistance Contact Report	
Primary Root cause for Technical Assistance Contact Report	
Other Root Causes	
Please explain if "Other" is root cause	
Recommendation for Technical Assistance Contact Report	
Missing tools/equipment(if identified)	
Missing tools/equipment ordered during visit?	
Total hours spent on request	0.0
Created by	MCOLFESC
Created date	07/24/2013 03:08:21 PM EST
Last Revised by	CHALL48
Last revised date	07/25/2013 11:09:13 AM EST

This e-mail notification has been generated by: CHALL48
Thank you..

SIMPLE FINANCE CHARGE

THIS IS A CONSUMER CREDIT DOCUMENT

Dealer Number _____ Contract Number _____

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
				☐ personal, family or household ☐ business ☐ agricultural ☐ _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES

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

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
		Monthly beginning
Or As Follows:		

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late. If the vehicle is primarily for personal, family, household, or agricultural use, the maximum charge for each late payment will be $ 6.00

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including $ _____ sales tax) $ _____ (1)

2 Total Downpayment =

Trade-In _____
(Year) (Make) (Model)

Gross Trade-In Allowance $ _____

Less Pay Off Made By Seller $ _____

Equals Net Trade In $ _____

+ Cash $ _____

+ Other _____ $ _____

(If total downpayment is negative, enter "0" and see 4I below) $ _____ (2)

3 Unpaid Balance of Cash Price (1 minus 2) $ _____ (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.

Life $ _____

Disability $ _____ $ _____

B Vendor's Single Interest Insurance Paid to Insurance Company $ _____

C Other Optional Insurance Paid to Insurance Company or Companies $ _____

D Optional Gap Contract $ _____

E Official Fees Paid to Government Agencies

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

Premium:

Credit Life $ _____

Credit Disability $ _____

Insurance Company Name _____

Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ _____ _____
Type of Insurance Term

Premium $ _____

Insurance Company Name _____

Home Office Address _____

☐ _____ _____
Type of Insurance Term

Premium $ _____

Insurance Company Name _____

		$
H	Government Certificate of Title Fees	$
I	Other Charges (Seller must identify who is paid and describe purpose)	
	to for Prior Credit or Lease Balance	$
	to for	$
	to for	$
	to for	$
	to for	$
	to for	$
	to for	$
	Total Other Charges and Amounts Paid to Others on Your Behalf	$ (4)
5	Amount Financed (3 + 4)	$ (5)

Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X _____ Buyer Signature _____ Date

X _____ Co-Buyer Signature _____ Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

Returned Check Charge: You agree to pay a charge of $ 25.00 if any check you give us is dishonored.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term _____ Mos. _____ Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X [redacted]

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI Insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, **the cost of this insurance is $** _____ and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

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.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X _____ Co-Buyer Signs X _____

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read both sides of this contract, including the arbitration clause on the reverse side, before signing below. You confirm that you received a completely filled-in copy when you signed it.

[redacted] Date _____ Co-Buyer Signs X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Address _____

Seller signs _____ Date _____ By X _____ Title _____

Seller assigns its interest in this contract to _____ (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

Seller _____ By _____ Title _____

©2006 The Reynolds and Reynolds Company TO ORDER: www.revsource.com 1-800-344-0996 fax 1-800-531-9055

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

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

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

Report Detail Section : View Details

Attachments: 0

Report# :	DEAH1001 NHL			**Received:**	05/01/2013
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2013,ESCAPE 4X2 (2013 -) ,SEL ,4X2 ,MPV ,1FMCU0H95DU[redacted]			**Build Date:**	09/23/2012
Odometer :	8,820 M	**Engine:**	2.0L GTDI	**Calibration:**	DM21A20A
Transmission:	6SP 6F MID	**Axle:**	3.07 RATIO	**A/C:**	YES
Dealer:	USA 00998 Crossroads Ford, Inc.			**Phone#:**	(919) 467-1881
City:	Cary	**State:**	North Caroli	**Country :**	USA

Originator: BRAD BESS

Symptom: 5 52 2 39 DRV PERF,STALLS/QUITS,ACCEL,INTERMITTENT

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: STALLS/HESITATION

Fix: **Causal Component :**

Condition Code:

Hotliner: PJACOB45 **Phone:** 000 000-0000 **Regn Cd:** S2 Charlotte

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

Dlr Contact: **Phone:** **Title Cde:** T

KOEO:
KOEC:
KOER:
Comments:

REPAIR 05/01/2013 04:31PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER STATES VEHICLE STALLED TWICE THIS WEEK AND IT BUCKS AND HESITATES ON ACCELL DIAGNOSTICS: RAN SELF TEST NO CODES ROAD TESTED VERIFIED VERY INTERMITENT HESSITATAION PARTS REPLACED: NONE TECH QUESTION: ARE THERE ANY KNOWN COCNERNS FOR STALLING OR BUCKING/HESITATION THANK YOU IN ADVANCE FOR YOUR HELP

RECOMM 05/01/2013 04:31PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
BRAD, STALLING AND HESITATION CONCERNS HAVE BEEN FUEL SYSTEM AND TIP/MAP SENSOR RELATED IN SOME CASES. RECOMMEND TO MONITOR THE FLP AND FLP_DSD PID'S(SHOULD MATCH EACH OTHER) WHEN THE CONCERN IS PRESENT TO DETERMINE IF THE CONCERN IS CAUSED BY THE LOW PRESSURE FUEL SYSTEM. IF THE FLP IS LOWER THAN THE FLP_DSD PID, THE LOW PRESSURE SYSTEM FUEL PUMP WOULD BE SUSPECT. IF THE FLP MATCHES THE FLP_DSD PID, MONITOR THE FRP AND THE FRP_DSD PID'S AS WELL, THEY SHOULD ALSO MATCH EACH OTHER. IF FRP IS LOWER THAN THE FRP_DSD PID, REPLACE THE HIGH PRESSURE FUEL UMP AND RETEST. IF THE FUEL SYSTEM IS OPERATING PROPERLY, MONITOR THE TIP_PRS_V AND MAP_V PID WHEN THE CONCERN IS PRESENT. EXPAND THESE PID GRAPHS 4X FOR BEST VIEWING RESULTS. IF THE PID READING FOR EITHER SENSOR IS ERRATIC OR IT SPIKES, SUGGEST TO REPLACE THAT SENSOR AND THE CONNECTOR PIGTAIL. THE CONNECTORS HAVE BEEN THE CAUSE OF SIMILAR CONCERNS AS WELL IN SOME CASES. THE TIP SENSOR(ALSO REFERRED TO AS A TCBP/CACT) IS LOCATED ON THE DRIVERS SIDE OF THE CAC ASSEMBLY. THE MAP SENSOR IS LOCATED ON THE INTAKE MANIFOLD. IF IT IS NECESSARY TO REPLACE THE TIP SENSOR, PLEASE REPLACE THE TIP SENSOR AND THE CONNECTOR WITHOUT DISCONNECTING THE CONNECTOR. ENGINEERING IS

INVESTIGATING THIS CONCERN AND ARE REQUESTING THAT THEY NOT BE DISCONNECTED TO AID IN THE EVALUATION.

REPAIR **05/28/2013 09:54AM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE**
WEB FORM DATA - CONCERN: CUSTOMER STATES WHEN DRIVEING DOWN THE ROAD AND SLOWING DOWN TO A STOP THE CHECK ENGINE LIGHT WILL FLASH AND WHEN STOPPED WILL STALL. ALSO WHEN TURNING SLOWLY IT WILL
SLOW DIAGNOSTICS: CAR CAME IN FOR THIS CONCERN ABOUT 2 WEEKS AGO CEL WAS NOT ON AND NO CODES WERE STORED HAD TO DRIVE SEVERAL HUNDRED MILES TO GET LIGHT TO COME ON. LIMPED BACK TO THE SHOP SELF TEST P0106. CAN NOT SHUT OFF CAR BECUASE CODES DO NOT STORE. TRIED TO DATALOGG MAP SENSOR TO SEE IF IS BAD AND COMES UP YES FAULT ON PID. ORDERED AND REPLACED MAP SENSOR ON INTAKE MANIFOLD. THERE IS NO WAY TO TELL WITH THE PICS WHICH OF THE 3 MAP SENSORS HAS THE FAULT. PARTS REPLACED: MAP SENSOR TECH QUESTION: ANY KNOWN ISSUES WITH THIS AND THE CAR IS BACK WITH NO STORED CODES BUT THE SAME
SYMPTOM.

RECOMM **05/28/2013 09:54AM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE**
GOOD MORNING JAMES, THE THREE SENSORS IN QUESTION ARE THE TURBOCHARGER BOOST PRESSURE (TCBP), BARO AND MAP SENSORS. THE PCM PERFORMS A RATIONALITY CHECK OF THE MANIFOLD ABSOLUTE PRESSURE (MAP) SENSOR, THE TURBOCHARGER BOOST PRESSURE (TCBP) SENSOR, AND THE BAROMETRIC PRESSURE (BARO) ON INITIAL POWER- UP BEFORE THE ENGINE STARTS. IN KOEO MODE THE MAP, BARO, AND TIP_PRS-BOOST PRESSURE PIDS SHOULD ALL READ THE SAME PRESSURE (+/- 1.34 PSI OR +/- 9.25KPA). VOLTAGES SHOULD NOT BE COMPARED BECAUSE THE TRANSFER FUNCTIONS ARE NOT THE SAME. IF FREEZE FRAME DATA INDICATES A RUNTM OF 00:00 FOR DTC P0106, THIS INDICATES THE RATIONALITY CHECK FAILED. IF THE PIDS ARE CURRENTLY IN RANGE, THEY CAN BE MONITORED WHILE WIGGLE TESTING SPLICES AND CONNECTIONS TO SEE IF THERE ARE ANY ERRATIC CHANGES. CLOSE ATTENTION SHOULD BE PAID TO THE HARNESS WHERE IT RUNS NEXT TO THE TRANSMISSION SIDE COVER. THIS PORTION OF THE HARNESS CAN BE ACCESSED FROM UNDERNEATH THE VEHICLE BY REMOVING THE SPLASH SHIELD. IF A HARNESS CONCERN IS DETECTED, IT IS RECOMMENDED TO REPLACE THE SUSPECT

HARNESS AND RE-EVALUATE THE DTC CONCERN.

REPAIR **05/28/2013 11:39AM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE**
I HAVE PERFORMED THE WIGGLE TEST AND THE PRESSURE STAY THE SAME DURING THE WIGGLE TEST I HAVE READ PAST REPORTS AND IT SEEMS THERE ARE MANY ISSUES WITH THIS CODE AND NOT REALLY ONE FIX FOR IT YET?

RECOMM **05/28/2013 11:39AM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE**
JAMES, THE WIGGLE TEST WILL SOMETIMES INDICATE A HARNESS ISSUE (COMMON FAILURE POINT NEAR THE TRANSMISSION COVER). THE MAP SENSOR AND MAP SENSOR PIGTAIL (SENSOR LOCATED IN THE INTAKE MANIFOLD) IS ANOTHER LIKELY FAILURE POINT. RECOMMEND REPLACING THE MAP SENSOR AND MAP CONNECTOR PIGTAIL (WITH THE WIGGLE TEST NOT INDICATING A CONCERN) FOR THIS FAULT. IF THE VEHICLE RETURNS REPLACE THE ENGINE WIRING HARNESS.

REPAIR **06/21/2013 12:26PM CURTIS POSCHEL MSS - FCSD - TECH SVC HOTLINE**
WEB FORM DATA - CONCERN: CUSTOMER STATES THAT VEHICLE STALLS AT STOPS DIAGNOSTICS: PERFOMRED WIGGLE TEST OF ENTIRE HARNESS AS PER HOTLINE WHILE MONITORING THE PIDS. PARTS REPLACED: WIRING HARNESS ON ORDER, DU5Z-12A581-J TECH QUESTION: VEHICLE HAS BEEN DOWN MULTIPLE TIMES AND IS CURRENTLY IN SHOP. HARNESS 12A581 ON ORDER. CUSTOMER HAS MENTIONED PURSUING LEGAL. FOR DOCUMENTATION ARE THERE ANY NEW KNOWN CONCERNS?

RECOMM **06/21/2013 12:26PM CURTIS POSCHEL MSS - FCSD - TECH SVC HOTLINE**
HI FREDERICK, THE CURRENT DIRECTION BEING GIVEN WITH THIS ISSUE IS TO REPAIR THE SPECIFIC SPLICE IN THE ENGINE HARNESS. THE MOST COMMON CAUSE FOR THIS TYPE OF ISSUE WITH STALLING IS A POOR CONNECTION AT SPLICE S108 IN THE ENGINE HARNESS. BEFORE STARTUP A RATIONALITY CHECK IS DONE OF THE TURBOCHARGER BOOST PRESSURE SENSOR (TCBP), THE MAP, AND THE BARO SENSOR. IT IS RECOMMENDED TO CHECK THESE PRESSURES KOEO AND COMPARE THEM. THEY SHOULD BE EQUAL. IF THEY ARE NOT EQUAL, THERE IS A HARD FAULT THAT CAN BE DIAGNOSED USING THE APPROPRIATE PINPOINT TEST. I THEY DO AGREE THEN THERE IS AN INTERMITTENT FAULT THAT EXISTS. IF THE FAULT IS INTERMITTENT, PLEASE REPLACE SPLICE S108. IT IS ON PAGE 24-4 IN THE WIRING DIAGRAM. ALL OF THE CIRCUITS GOING TO THIS SPLICE SHOULD BE CUT BACK AT LEAST 3 – 4 INCHES FROM THE SPLICE. A NEW SPLICE

CAN THEN BE SOLDERED TOGETHER AND INSTALLED. SPLICE S108 USES 18 GAUGE WIRE. 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. ISM 13-06-002 2013 ESCAPE GTDI - ENGINE FAULT - P0106

ESCLHD **06/21/2013 12:26PM CURTIS POSCHEL MSS - FCSD - TECH SVC HOTLINE**
CONSULTED EH DAVE KNAPP.

ADD-ON **06/21/2013 12:39PM CURTIS POSCHEL MSS - FCSD - TECH SVC HOTLINE**
FMC 360 CASE. DOWN 28 DAYS ON 6/7/13, ADDITIONAL VISITS SINCE THEN. REPEAT STALLING NO DTCS. DEALER WAS WAITING ON HARNESS.

ADD-ON **06/24/2013 09:53AM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE**
DEALER UPDATE.

RECOMM **06/24/2013 09:53AM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE**
ISM 13-06-002 2013 ESCAPE GTDI - ENGINE FAULT - P0106

AUDIT **06/24/2013 09:53AM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE**
DEALER 03778, , , USA CHANGED TO 00998, , , USA BY NBEAMER1

REPAIR **06/24/2013 10:06AM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE**
REVIEWED BY THE ESCALATION TEAM OUTBOUND CALL TO DEALER; FREDERICK BRIDGES AND THE TECH WORKING ON THE VEHICLE WERE NOT AVAILABLE. THE HARNESS IS STILL ON BACK ORDER.

RECOMM **06/24/2013 10:06AM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE**
LEFT A MESSAGE WITH THE SERVICE DEPARTMENT. THE HARNESS HAS BEEN FOUND

TO HAVE A FAULT WITH THE SPLICE 108 (S108). THE SPLICE IS SHOWN IN THE EVTM ON 24-4. IT IS LOCATED IN THE MAIN ENGINE HARNESS BETWEEN THE ENGINE AND PCM. PREVIOUS REPORTS SHOW THAT THE AIR BOX SHOULD BE REMOVED TO ACCESS THE HARNESS. THE HARNESS CAN BE CUT OPEN TO FIND THE SPLICE. ONCE S108 IS LOCATED IT CAN BE CUT OUT OF THE HARNESS. REMOVE 3-4 INCHES OF EACH WIRE FROM THE SPLICE AND SOLDER IN A NEW SPLICE TO RE-CONNECT THE CIRCUITS PER SECTION 5 OF THE EVTM.

Download Options

ESCLHD **06/24/2013 10:06AM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE**
ISM REPAIR DIRECTION.

REPAIR **07/01/2013 11:53AM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE**
REVIEWED BY THE ESCALATION TEAM OUTBOUND CALL TO DEALER; SPOKE WITH FRED. THE VEHICLE IS STILL IN THE SHOP BUT THE SERVICE WRITER INVOLVED IS ACTUALLY CHRIS SKELTON; CHRIS WAS NOT AVAILABLE.

RECOMM **07/01/2013 11:53AM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE**
ADVISED; THE REPAIR DIRECTION IS IN THE WEB FORM. PLEASE HAVE THE TECHNICIAN REPLACE SPLICE 108 AND UPDATE THE WEB FORM WHEN THAT REPAIR HAS BEEN COMPLETED.

REPAIR **07/08/2013 02:01PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE**
REVIEWED BY THE ESCALATION TEAM OUTBOUND CALL TO DEALER; SERVICE DEPARTMENT RECORDS INDICATE THAT THE VEHICLE WAS REPAIRED AND PICKED UP ON THURSDAY.

RECOMM **07/08/2013 02:01PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE**
ADVISED; WE WILL CLOSE OUT THE ESCALATION AT THIS TIME. IF ANY FURTHER ASSISTANCE IS NEEDED PLEASE UPDATE THE WEB FORM. **ESCALATION CLOSED**

ESCLHD **07/08/2013 02:01PM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE**
ESCALATION CLOSED

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

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Case Print Report

Case Number MRS-06649231324602000000 01

Case Opened Date 11/8/2012 7:28 PM

Case Closed Date 11/9/2012

Case Status Resolved

Case Last Modified 11/8/2012 10:03 PM

Responsible Team Historical Team

Case Classification MORS History > INQUIRY > SYNC TECHNOLOGY > SYNC

Customer Name [redacted]

Customer Number [redacted]

[redacted]

CLAYTON NC [redacted]

Email [redacted]

Dealer

VIN 1FMCU0H95DU[redacted]

Year **Make**

Model **Body Style**

Symptom

Level 1

Level 2

Level 3

Level 4

Case Print Report

Case Number MRS-06649231324602000000 01

Historical Case Action Type	Origin Description	Action Modified By	Action Last Modified
SYNCMYRIDE WEBSITE INQUIRY	IVT - IN VEHICLE TECHNOLOGY TEAM	Jeffrey Ruby	11/8/2012 7:28:00 PM

THE CUSTOMER WANTED TO KNOW HOW TO ADD AN ALTERNATE PHONE # SO THAT BOTH HER AND HER HUSBAND COULD ACCESS SYNC SERVICE. I ADVISED HER ON HOW TO ADD AN ADDITIONAL # ON THE SMR WEBSITE.

Case Print Report

Case Number MRS-06649231321415 80100001

Case Opened Date 6/8/2013 7:00 AM

Case Closed Date 6/8/2013

Case Status Resolved

Case Last Modified 6/10/2013 9:55 PM

Responsible Team Historical Team

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

Customer Name [redacted]

Customer Numbe [redacted]

[redacted]

CLAYTON NC [redacted]

Email [redacted]

Dealer

VIN 1FMCU0H95DU[redacted]

Year 2013 **Make** FORD

Model ESCAPE **Body Style** U0H - SEL 4X2 4-DR

Symptom

Level 1 Maintenance/ Pre Delivery

Level 2 Pre Delivery Check

Level 3 Other

Level 4 Other

Case Print Report

Case Number MRS-06649231321415 80100001

Historical Case Action Type	Origin Description	Action Modified By	Action Last Modified
ROADSIDE ASSISTANCE-TOW-FLAT BED	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	6/8/2013 7:00:00 AM
DISPATCH COMPLETE			

Case Print Report

Case Number CAS-2666702-Y0Y0Q8

Case Opened Date 6/7/2013 10:28 AM

Case Closed Date

Case Status Active

Case Last Modified 7/8/2013 9:44 AM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > FIN Assist Request > CLP / Lincoln Loyalty Criteria > Has been to Dealer

Customer Name [redacted]

Customer Number [redacted]

[redacted]

CLAYTON NC [redacted]

Email [redacted]

Dealer Crossroads Ford, Inc.

VIN 1FMCU0H95DU[redacted]

Year 2013 **Make** FORD

Model ESCAPE **Body Style** U0H - SEL 4X2 4-DR

Symptom

Level 1 Driving Performance

Level 2 Stalls/Quits

Level 3 Acceleration

Level 4 Intermittent

Case Print Report

Case Number CAS-2666702-Y0Y0Q8

Agent Name	Note Last Modified
FordCRMAppUserAccount CRM	6/7/2013 10:32 AM

CUSTOMER SAYS
--VIN 1FMCU0H95DU[redacted]
--MILES 10,000
--PHONE #[redacted]
--VEHICLE HAS BEEN INTO THE DEALERSHIP 3 TIMES
THE PAST 3 MONTHS FOR CONCERNS
--28 DAYS IT HAS BEEN IN THE SHOP FOR SOME COMPUTER PROBLEM AND THE VEHICLE WAS STALLING OUT
--VEHICLE IS FIXED NOW --BUT HE IS SEEKING FIN. ASSIST FOR THE PAYMENTS ON THE CAR LOAN

DEALERSHIP INFO.
--Crossroads Ford, Inc.
2333 Walnut Street
Cary, NC 27511
(866) 203-2675

CRC ADV.
--I will escalate your case/request to the Service Manager at your dealership. The Service Manager will work with their assigned Ford Customer Service Manager to ensure that all resources available through Ford Motor Company are utilized to assist you. You can expect a call from the Service Manager at your dealership or from the Ford Regional Customer Service Manager within 4 business days. We encourage you to stay in touch with your Service Manager for updates regarding your case. The case number that I have established for you today is CAS-2666702.

Jessica Brannen 6/10/2013 1:44 PM

OBC to DLR, CSM JBranne4 left message for Robert, S/M in regards to customer. Waiting for call back.

CSM e-mailed Robert and Coy, in the Service Department for an update in regards to case. CSM will continue to monitor case.

Jessica Brannen 6/12/2013 8:53 AM

OBC to DLR, CSM JBranne4 spoke to Robert, S/M in regards to customer's vehicle. Customer's vehicle was brought in on:

05/15/13: for computer program, DLR road tested vehicle and reprogrammed PCM/re-flashed. Vehicle was returned to customer for a week. Vehicle was stalling out.

Then the customer brought vehicle back to DLR because they were experiencing similar problems. S/M stated that he will send e-mail to update in regards to the diagnosis.

CSM will continue to monitor case for update.

Fernando Marrero 6/19/2013 9:51 AM

CUST STATES
-CUST CALLING TO INQUIRE ON STATUS OF FIN ASSIST REQUEST FOR VEH PAYMENTS

CSR STATES
ADVISED CSR DOCUMENTING CUST REQUEST

Case Print Report

Case Number CAS-2666702-Y0Y0Q8

Jessica Brannen 6/20/2013 1:43 PM

OBC to DLR, CSM JBranne4 spoke to Coy, S/A in reference to customer's vehicle. Customer's vehicle is not currently there.

OBC to Customer, CSM JBranne4 left message for [redacted] to discuss concerns. CSM left contact information, case number, and follow up on 06/26/13 by 5 p.m. EST.

Jessica Brannen 6/21/2013 10:17 AM

Initial Case Contact: MEDIUM
(All appropriate resources have been already reviewed including OASIS, CUDL Historics, Tech Hotline, AWS, and Current Mileage)
CAS-2666702 – Carmine Butera – 2013 Escape – 10,000 Miles
VIN: 1FMCU0H95DU[redacted]
WSD: 10/26/2012
ESP: None Listed
Warranty Claims:
05/15/13: Stalled vehicle – check engine light
Outstanding Field Service Actions: 12M02
Hotline: Yes
05/01/13: Stalling concerns and check engine light shows– low pressure fuel system
05/28/13: Turbocharger boost pressure sensor, baro and map sensors – replace map sensor and connectors
Customer's Initial Concerns:
-Been into DLR 3 times
-Has been in shop 28 days for computer program – stalling out
-Seeking financial assistance for the payments on the loan

IBC from Customer, CSM JBranne4 spoke to [redacted] in reference to his vehicle. Customer stated that his vehicle is currently at Crossroads Ford, in Cary.

Customer stated vehicle has had stalling issues. The vehicle was there and needed a sensor assy. Vehicle was repaired.

4/30/13 - 05/09/13: Ramp Motors (NY)
05/15/13 - 05/23/13 Crossroads (Where vehicle was purchased)
05/28/13 - 06/06/13 Crossroads Ford
06/07/13 (Roadside Assistance) - Been At Crossroads Ford Since

Then customer had same problem and brought it back to DLR. Vehicle was there another 8 days. Ford advised them to pigtail wiring harness and resolved problem. Repaired and then the same problem happened again.

Roadside assistance brought the vehicle since June 7th. DLR was going to change the whole wiring harness. The vehicle has been down several times for same condition.

Customer is seeking reimbursement for vehicle payment. Customer states that he is a loyal Ford customer.

CSM will review vehicle payment receipt to reimburse customer for car payment. CSM advised customer that the DLR will be in contact with the customer from this point forward. CSM will continue

Case Print Report

Case Number CAS-2666702-Y0Y0Q8

to monitor case for update from the DLR.

DLR will be in contact with the customer.

OBC to DLR, CSM JBranne4 spoke to Coy, S/A in regards to vehicle. CSM advised that customer stated vehicle is currently at DLR for the above reasons. S/A stated they are waiting for a D-99 Wiring Harness.

Part Information needed to escalate:
Part#
COR/DOR
PACO#

CSM is escalating part.

CRM Admin Team 6/21/2013 10:19 AM

"By Coy Bridges" - VEHICLE IS HERE. MAIN WIRING HARNESS CU5Z-12A581-J ON BACK ORDER, REQUESTING ASSISTANCE. DOR 30610; PACO 4712096.

Jessica Brannen 6/21/2013 10:32 AM

CSM provided part escalation:

P&A: 00998
Part#: CU5Z12A581J
DOR: 30610
PACO: 4712096

E-tracker: 12010829

CSM requested Parts SME assistance.

Jessica Brannen 6/24/2013 9:25 AM

IBC from Customer, CSM JBranne4 spoke to [redacted], took call live. CSM advised Customer that she did receive car payment receipts that were faxed to her. CSM uploading receipts to case. The cost of the vehicle payment for one month is $608.81. CSM is still reviewing for vehicle payment reimbursement, waiting for vehicle to be repaired.

Customer requesting an update on vehicle and has to go to Florida on Wednesday to visit granddaughter. Customer is upset and frustrated. CSM will follow up by the end of today to give customer an update.

CSM e-mailed DLR, Coy, S/A, for Crossroads asking for an update on vehicle. CSM also requesting to place customer in loaner considering Customer's request and plans for trip.

Jessica Brannen 6/26/2013 4:24 PM

OBC to Customer, CSM JBranne4 left message for [redacted] in regards to customer' vehicle. CSM left contact information, case number, and will follow up next Tuesday, 07/02/13 by 5 p.m. EST.

Case Print Report

Case Number CAS-2666702-Y0Y0Q8

Jessica Brannen 7/1/2013 9:59 AM

PACO UPDATE:

Currently there is stock intransit. However there is a transportation delay. This is an overseas supplier. ETA for receipt of parts is week of 7/22/13. I apologize for the inconvenience and delay.

CSM is monitoring case for update in regards to part delay.

Jessica Brannen 7/2/2013 11:08 AM

OBC to DLR, CSM JBranne4 spoke to Robert, S/M, in regards to vehicle and stated vehicle is repaired and they are currently test driving the vehicle to verify if the concern has been addressed.

OBC to customer, CSM JBranne4 left message for [redacted] advising the vehicle update listed above.

CSM will follow up on 07/09/13 to discuss vehicle update/repair.

Jessica Brannen 7/5/2013 3:17 PM

IBC from Customer, CSM JBranne4 spoke to [redacted] in regards to his vehicle. CSM took call live and advised the Customer that CSM will reimburse the customer for one month payment of $608.81. CSM advised customer it will take about 10 business days for a check to be received.

Customer requested a second monthly vehicle payment for the month prior when his vehicle was in and out of the shop before verification of problem. CSM advised she is not giving a second monthly payment.

CSM needs RO#, Line#, in order to prepare authorization code for reimbursement.

RO#
Line#

OBC to DLR, CSM JBranne4 left message for Coy, S/A to get RO# and Line #.

Jessica Brannen 7/5/2013 3:45 PM

P&A: 00998
RO: 738905
Line: 09
Amount: $608.81

P-11 Code: M074M
For $609

CSM is reimbursing customer for one month vehicle payment.

CSM will close case once check has been sent.

Jessica Brannen 7/8/2013 9:43 AM

CSM will monitor case for update with check being sent to customer.

Case Print Report

Case Number CAS-2666702-Y0Y0Q8

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Jessica Brannen	6/10/2013 12:58 PM	fmc_transferescalate	Transfer / Escalate
Jessica Brannen	6/12/2013 8:54 AM	fmc_schedulefollowup	Crossroads Inc --- Check on update from DLR
Fernando Marrero	6/18/2013 6:35 PM	phonecall	CALL From - T10678#1
Jessica Brannen	6/20/2013 1:43 PM	fmc_schedulefollowup	Crossroads Inc --- Has vehicle been repaired???
Jessica Brannen	6/21/2013 9:47 AM	phonecall	CALL From - 9197630962
Jessica Brannen	6/21/2013 10:35 AM	fmc_schedulefollowup	Schedule Follow-Up
Jessica Brannen	6/21/2013 10:48 AM	fmc_schedulefollowup	Crossroads --- Check with concerns of customer
Jessica Brannen	7/2/2013 11:08 AM	fmc_schedulefollowup	Crossroads -- Check E-tracker
Jessica Brannen	7/5/2013 10:20 AM	phonecall	CALL From - 9197630962
Jessica Brannen	7/8/2013 9:44 AM	fmc_schedulefollowup	Crossroads Ford Inc --- Check on repair status
Jessica Brannen	7/8/2013 9:44 AM	fmc_schedulefollowup	Crossroads Ford --- E-mail Robert, S/M about check to customer

[redacted]

8-2-13 2:52

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

FORD MOTOR COMPANY: and DOES ONE through TEN

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

CHRISTOPHER J. CARLSEN and
SHANNON M. CARLSEN

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): County of Sacramento
720 Ninth Street
Sacramento, CA 92814

CASE NUMBER:
(Número del Caso): 34-2013-00147082

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Law Offices of Jon Jacobs; 3031 Stanford Ranch Rd.,#2-150; Rocklin, CA 95765 (916) 663-6400

DATE: *(Fecha)* JUL 19 2013 Clerk, by *(Secretario)* C. WHITFIELD, Deputy *(Adjunto)*

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

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. [ ] as an individual defendant.
2. [ ] as the person sued under the fictitious name of *(specify)*:
3. [X] on behalf of *(specify)*: Ford Motor Company
   under: [X] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
   [ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
   [ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
   [ ] other *(specify)*:
4. [ ] by personal delivery on *(date)*:

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

American LegalNet, Inc.
www.FormsWorkflow.com

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Attorneys for Plaintiffs
CHRISTOPHER J. CARLSEN and
SHANNON M. CARLSEN

FILED
Superior Court Of California,
Sacramento
06/14/2013
cwhitfield
By_____, Deputy
Case Number:
34-2013-00147082

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

CHRISTOPHER J. CARLSEN and SHANNON M. CARLSEN, Plaintiffs, v. FORD MOTOR COMPANY; and DOES ONE through TEN, Defendants. _____/	Case No. **COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF** **Violations of:** • **Song-Beverly Consumer Warranty Act (Express and Implied Warranties); and** • **Consumers Legal Remedies Act** **UNLIMITED JURISDICTION - DAMAGES EXCEED $25,000** _____

Plaintiffs allege:

1. CHRISTOPHER J. CARLSEN and SHANNON M. CARLSEN ("Plaintiffs") are each a "buyer" as defined in Civil Code §1791(b).

2. Defendant FORD MOTOR COMPANY ("Ford") is a duly authorized corporation doing business in SACRAMENTO County, California.

3. Ford is a "manufacturer" and "retail seller" as defined respectively in Civil Code §§ 1791(j) and (l).

4. Ford is a "person" as defined in Civil Code § 1761(c).

5. Ford is a "service contract seller" and/or "service contractor" and/or "service contract administrator" as defined respectively in Civil Code §§ 1791(q), (r), and (p).

6. On June 9, 2012, Plaintiffs purchased a new 2012 Ford Escape, VIN: 1FMCU0DG6CKC09224 ("Vehicle" or "SUV") from Future Ford of Sacramento ("Dealer") in

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Sacramento, California. The Vehicle was sold with a Ford 3 year/36,000 mile bumper to bumper, a 5 year/60,000 mile powertrain, and 7 year/70,000 mile and 8 year/80,000 mile emissions warranties.

7. The Vehicle is a "consumer good" and "consumer product" as defined respectively in Civil Code §§ 1791(a), and 15 U.S.C.A. 2301(1).

8. Plaintiffs' purchase of the Vehicle is a "transaction" as defined in Civil Code § 1761(e), and a "sale" as defined in Civil Code § 1791(g).

9. Plaintiffs are ignorant of the true names and/or capacities of the Defendants sued herein under the fictitious names DOES ONE through TEN. They are sued herein pursuant to C.C.P. § 474. When Plaintiffs become aware of the true names and/or capacities of these Defendants, Plaintiffs will amend this Complaint to state their true names and capacities.

10. From the time of purchase until the current the Vehicle has suffered ongoing problems including but not limited to:

Problems	Date	Odo	Days	RO#
Electrical/Engine - Driving vehicle on Christmas day and vehicle stalled while turning. They called dealership who said to keep an eye out on it.	12/25/12 - 12/26/12	n/a	n/a	n/a
Electrical/Engine - *2nd Repair Attempt* - Customer states engine has died 4 times intermittently on turns. Intermittent stall on turns. Road tested and could not verify. EEC test pass. Mode 6 all data normal. **Window** - Passenger side window noisy. Found chattering a little. Removed and inspected panel. Adjusted window and lubed guide and test ok at this time. **Maintenance** - LOF	04/03/13	15,931	1	301079 Future Ford of Sacramento

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Electrical/Engine - *3rd Repair Attempt* - Customer states the engine will stall or die a times. **Window** - *2nd Repair Attempt* - Customer states the right front window is noisy when rolling down or up.	04/05/13	16,007	1	301362 Future Ford of Sacramento
Engine - *4th Repair Attempt* - C/s engine stopped at approximately 40 mph steady speed. Owner had to restart, advise. Road test for stall. Could not verify. EEC test pass. Mode 6 normal recordings. IDS powertrain ETB check/self test pass. CNV/NPF at this time.	4/30/12	16,305	1	303611 Future Ford of Sac
Engine - *5th Repair Attempt* - Customer states has died 5 times since December 2012 install VDR.	5/14/13	16,569	1+	305014 Future Ford of Sacramento

11. In the first year since purchase Ford has been given at least **5 repair attempts to fix the engine stalling problems** yet they've never been able to diagnose or remedy this substantial impairment to the safe use of the Vehicle. Unfortunately, the Vehicle continues to intermittently stall while driving and without warning.

12. The problems with this Vehicle began just six months after purchase.

13. Plaintiffs bought this Vehicle for Mrs. Carlsen to drive as her daily driver with their 3 year old child. They bought it so she and their young child would have safe and reliable transportation. Unfortunately, this Vehicle has repeatedly stalled while driving in turns and continues to be a real safety hazard. Plaintiffs reasonably fear for their family's safety as well as everyone sharing the road with them.

14. Plaintiffs have reasonably lost all confidence in the Vehicle and in Ford's ability to fix it.

15. Plaintiffs have done everything in their power to get their Vehicle fixed. They have given Ford more than a reasonable amount of repair opportunities and days. Since Ford has completely failed to take care of them they had no choice but to obtain counsel.

16. Plaintiffs paid more money for a new vehicle with a warranty in reasonable hopes of staying out of the repair shop. The problems suffered by the Vehicle are defects in any level

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of vehicle, especially one in this class. They could have purchased any number of vehicles in this highly competitive small SUV segment including a Toyota Rav 4, Honda CR-V, Hyundai Tucson, Kia Sportage, or Mazda CX-5, none of which suffer the type and number of problems this SUV does. The continued problems with this Vehicle are unacceptable and because of the same this Vehicle would not pass without objection in its class.

17. Ford is aware of a stalling while driving problem in some Escape models. The NHTSA is currently looking into the Ford Escape model over complaints of stalling and opened a probe into the issue including looking at its throttle.

18. The servicing dealer is Ford's agent in the capacity it performs warranty repairs on behalf of and for Ford. It is clear that Ford is unable to fix or repair the Vehicle to conform it to the warranty. So far the repair attempts have been unsuccessful and have focused on the symptoms, not the problems.

19. The continued problems listed in Paragraph No. 10, above, are unacceptable and because of the same this Vehicle would not pass without objection in the trade or in its class.

20. On April 8, 2013, Plaintiffs (this and the following contacts were made through counsel) provided written notification to Ford of the problems suffered by the Vehicle by way of a six page letter detailing every problem and repair attempt. Within that letter Plaintiffs requested a buyback/refund as well as attorney fees and costs and restitution of all amounts paid toward the Vehicle. This letter was sent by certified return receipt U.S. Mail and also by facsimile.

21. On April 9, 2013, Ford faxed and/or emailed a letter to Plaintiffs asking for documents for its review.

22. That same day, April 9, 2013, Plaintiffs provided Ford with the requested documents.

23. On April 11, 2013, Ford signed the USPS certified return receipt acknowledging receipt of Plaintiffs' initial notice letter mailed to it on April 8, 2013.

24. On May 6, 2013, Ford faxed a letter to Plaintiffs outright rejecting their claim. This is appalling considering the fact Ford issued at least one Technical Service Bulletin

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(including but not limited to TSB 10-21-6) addressing idle speed drops and limited limp home modes which mimic vehicle stalling problems from a driver's perspective yet failed to perform any such TSB on the Vehicle.

25. On May 7, 2013, Plaintiffs emailed Ford to inform it the Vehicle had gone in again for the same stalling issue and attached a copy of the applicable Repair Order. Plaintiffs informed Ford the Dealer failed to attempt to diagnose or repair the stalling issue at the April 5, 2013 repair opportunity. Plaintiffs further explained it is not their fault that Ford was unable to find the problem, nor is it Plaintiffs' responsibility - per the statute, they are only required to present the vehicle to the dealer for repairs, which they have done on several occasions.

26. With respect to the April 5, 2013, repair opportunity Plaintiffs dropped the Vehicle off in the morning for repairs, and the Dealer called them that evening asking them to return to pick it up. At that time the Dealer stated that it did not have a chance to work on it, and did not want to keep it overnight. Clearly, this is an unacceptable warranty "repair", especially considering the stalling issue causes the Vehicle to stall at inopportune times, and presents a tremendous safety risk. Instead of working to diagnosis and fix Plaintiffs' vehicle, Ford sent them on their way, and sure enough the Vehicle stalled again.

27. Plaintiffs do not trust this Vehicle to transport their three year old daughter because it is unpredictable so they no longer use it to transport their daughter, which was the primary purpose for which they purchased this Vehicle. At this point, they are upset that Ford does not seem to want to help diagnosis the issue.

28. Since Ford has failed to offer to repurchase or replace the Vehicle, or even to make a reasonable settlement offer, Plaintiffs are left with no reasonable alternative but to bring this legal action.

29. The problems with the Vehicle and Ford's inability to fix things more thoroughly explained above in Paragraph No's 10-28 have substantially impaired the use, value, and safety of the Vehicle and have caused Plaintiffs to suffer a shaken faith in it and in Ford's willingness and ability to service it under warranty.

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FIRST CAUSE OF ACTION
Breach of Express Warranty - Song-Beverly Consumer Warranty Act
Against Ford

30. Plaintiffs incorporate all preceding paragraphs herein.

31. In connection with the purchase of the Vehicle, Ford provided a 3 year/36,000 mile bumper to bumper, 5 year/60,000 mile powertrain warranty and by the terms of which undertook to preserve and maintain the utility and performance of the Vehicle and to provide compensation to the original and any subsequent private party purchaser of Vehicle if there is a failure of utility or performance within said warranty period. The Vehicle also came with a number of emissions warranties including but not limited to ones for 7 year/70,000 miles and 8 year/80,000 miles.

32. The warranty is an express warranty and a written warranty within the meaning defined, respectively, in Civil Code §1791.2 and 15 U.S.C. § 2301(6).

33. The above-described defects, malfunctions, and nonconformities, more fully explained above in Paragraph No's 10-13, substantially impair the use, value, and safety of the Vehicle.

34. Ford violated Civil Code § 1793.2, subdivision (d)(2) when it breached the express warranty provided by refusing within a reasonable number of attempts to service or repair the Vehicle so as to conform it to the express warranty and again violated this same subsection when it subsequently failed to offer Plaintiffs a repurchase or replacement of vehicle including restitution of all money paid out toward the Vehicle, and interest on the same.

35. Under Civil Code § 1793.2(d)(2), Ford must, upon election by Plaintiffs, reimburse the Vehicle's price to Plaintiffs or replace Vehicle with a like vehicle. Plaintiffs hereby again revoke acceptance of the Vehicle, rescind the contract, and respectfully demand to be given a refund as explained above.

36. In the first 18 months and 18,000 miles Plaintiffs owned the Vehicle Ford has been given at least 4 repair attempts and more than 30 days to fix the engine stalling problems yet the problems remain. There can be no doubt Ford is fully aware of these ongoing problems. Clearly, these problems substantially impair the use, value, and safety of the Vehicle. Since

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Plaintiffs at least once directly notified Ford of the problems and need for repair: under Civil Code § 1793.22(b)(1) and/or (b)(2) and/or (b)(3) Plaintiffs are entitled to and hereby assert the presumption that Ford has been given a reasonable number of repair attempts and/or days to conform the Vehicle to the warranty.

37. Ford violated Civil Code §§ 1793.3 and 1793.4 by failing to commence service and repair within reasonable time, and failing to tender conforming goods within 30 days.

38. Under Civil Code §§ 3287 and/or 3289(a) Plaintiffs are entitled to interest at the contracted for rate on all money paid toward Vehicle from the date of contract and hereby assert their claim for the same.

39. Plaintiffs notified Ford of the problems suffered by the Vehicle and Ford willfully refused to acknowledge all the repair attempts and failed to service Vehicle and/or remedy the aforementioned problems, as more fully explained above at Paragraph No's 10-29, within a reasonable number of repair attempts and/or within a reasonable amount of time under warranty. The failure of Ford to comply with the express warranty provided was willful in that Ford had actual knowledge of the nonconformities prior to and/or subsequent to Plaintiffs' purchase of Vehicle. Ford knew of its legal duties under the warranty. Subsequent to purchase acquisition of the Vehicle, Ford refused to make necessary repairs under the warranty. Ford has since failed to offer Plaintiffs a complete replacement or refund. For the aforementioned and following reasons, under Civil Code § 1794(c), and/or under Civil Code § 1794(e)(1) [citing Civil Code § 1793.2(d)(2)] Plaintiffs are entitled to a civil penalty of up to 2 times the amount of their damages in addition to such actual damages.

40. Under Civil Code §§ 1794(a), Plaintiffs are entitled to restitution of all consideration given and hereby elect the same.

41. As a proximate result of said breaches of express warranty, and of said rescission, Plaintiffs have sustained, and continue to sustain incidental and consequential damages, both economic and noneconomic, in the amount of approximately $35,000.00 plus civil penalties and interest, according to proof.

42. Under Civil Code §1794(d), Plaintiffs are entitled to attorney fees and expenses

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reasonably incurred in connection with this action.

SECOND CAUSE OF ACTION
Breach of Implied Warranty - Song-Beverly Consumer Warranty Act
Against Ford

43. Plaintiffs incorporate all preceding paragraphs herein.

44. Ford breached the implied warranties of merchantability and fitness as stated in Civil Code §§ 1791.1; 1792; and 1792.1 in that the defects and nonconformities more fully explained above in Paragraph No's 10-13 make the Vehicle not merchantable, unfit for its ordinary and/or specific purposes, and it would not pass without objection in the trade.

45. Because of the breaches of implied warranties, Plaintiffs again revoke acceptance of the Vehicle and rescind the contract. Under Civil Code §§ 1794(a) Plaintiffs are entitled to restitution of all consideration given.

46. Under Civil Code §§ 3287 and/or 3289(a) Plaintiffs are entitled to interest on all money paid toward Vehicle at the contracted for rate from the date of contract and hereby again assert their claim for the same.

47. For the reasons stated above in Paragraph No's 10-29, under Civil Code § 1794(c) and/or § 1794(e)(1), Plaintiffs are entitled to a civil penalty of up to 2 times the amount of their damages in addition to the actual damages suffered.

48. The failure of Ford to comply with the implied warranties provided was willful in that it had actual and/or reasonable knowledge of the nonconformities prior to Dealer selling the Vehicle to Plaintiffs, knew of its legal duties under the applicable implied warranty, and subsequently refused to timely make necessary repairs, replacement, or refund. Therefore, under Civil Code § 1794(c) and/or § 1794(e)(1), Plaintiffs are entitled to a civil penalty of up to two times the amount of their actual damages in addition to the actual damages suffered.

49. Under Civil Code §§ 1794(a), Plaintiffs are entitled to restitution of all consideration given and hereby elect the same.

50. As a proximate result of said breaches of implied warranties, and of said rescission, Plaintiffs have sustained, and continue to sustain, incidental and consequential damages, both economic and noneconomic in the amount of approximately $35,000.00 plus civil

PE13-003.4 000298LC

penalties and interest, according to proof.

51. Under Civil Code § 1794(d), Plaintiffs are entitled to attorney fees and expenses reasonably incurred in connection with this action.

THIRD CAUSE OF ACTION
Violation of Consumers Legal Remedies Act
Against Ford

52. Plaintiffs incorporate all preceding paragraphs herein.

53. Ford sold the Vehicle with a 3 year/36,000 mile bumper to bumper warranty that promised to cover all components (other than normal wear and tear), all at no charge to the buyer. It also provided a 5 year/60,000 mile powertrain warranty, and several emissions warranties including but not limited to ones for 7 year/70,000 miles and 8 year/80,000 miles, all with the same promise to cover all covered components at no charge to the buyer. Ford violated Civil Code § 1770, subdivisions (a)(1), (a)(2), (a)(5), (a)(7), (a)(14), and (a)(16) at the time of sale and each and every time it failed to perform a necessary TSB, attempt to diagnose, diagnose, attempt repair, repair, and/or authorize necessary Warranty repair work on Vehicle while Vehicle was at Ford's service department/dealer when such repair(s) may have or would have remedied the engine stalling problem(s) suffered by the Vehicle. Ford's failure to make proper repairs proves, among other things, its representations of benefits, uses, characteristics, and the quality of and promises within its Warranties to fix, repair, or replace defective parts are not in fact as printed and are of another, lesser quality, grade, or standard. Plaintiffs brought the Vehicle to the authorized Ford dealers for repair of the aforementioned problems that began shortly after purchase.

54. Ford violated the aforementioned subdivisions by failing to disclose either at the time of sale or prior to or at the time the Vehicle was brought in to each repair visit that it would not in fact honor its Warranties, that it would not test drive the vehicle should there be a complaint about its engine or stalling, or that it would not reasonably attempt to diagnose or repair the vehicle under said Warranties. Its failure to properly repair the Vehicle makes clear the aforementioned 3 year/36,000 mile bumper to bumper, 5 year/60,000 mile powertrain, and 7 year/70,000 and 8 year/80,000 mile emissions Warranties aren't as represented. Plaintiffs

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demonstrated reliance on those Warranties when they purchased the Vehicle and each and every time they sought repair under said Warranties.

55. Ford, through the express Warranties provided, represented to Plaintiffs the material fact those Warranties would cover any failure in utility or performance, including failure of the aforementioned parts, and concealed and suppressed from Plaintiffs the material fact that many such parts were defectively designed and/or installed and/or manufactured, and that Ford did not intend to honor Warranty claims for failures of such parts. Plaintiffs were unaware of the falsity of the representations and unaware of the concealed facts. Plaintiffs acted in reliance on the truth of the representations and would not have acted as they did if they had known of the concealed and suppressed facts, that is, Plaintiffs would not have purchased the Vehicle, nor would they have continued to own it and/or continue to have it serviced under Warranty.

56. Plaintiffs was justified in relying upon the truth of the representations because Plaintiffs had no knowledge of any facts indicating that the promises made in Ford's Warranties, or those made by Ford ensuring it could fix the Vehicle, should not be believed. Ford made the representations and concealed and suppressed material facts with the intent to defraud Plaintiffs; that is, it acted for the purpose of inducing Plaintiffs to rely and to act in reliance thereon by purchasing and continuing to own and use the Vehicle. Ford had an affirmative duty to disclose the concealed and suppressed facts because it knew of the facts and also knew that the facts were neither known nor readily accessible to Plaintiffs. Ford, acted with the intent of depriving Plaintiffs of property and legal rights and otherwise causing injury to Plaintiffs.

57. The directors, officers, and managing agents of Ford ratified the fraudulent conduct after the fact by accepting the benefits of the fraudulently-obtained contract and subsequent repair visits under Warranty and by failing to discharge or discipline the responsible employees.

58. Because of said violations, Plaintiffs are entitled to rescind the contract and to obtain restitution of all consideration paid. Under Civil Code § 1780(a)(1) Plaintiffs hereby rescind the contract and respectfully demand full restitution of all money paid pursuant to said contract.

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59. Based on the facts establishing fraud and oppression set forth in the above paragraphs, under Civil Code § 1780(a)(4), Plaintiffs are entitled to punitive damages according to proof.

60. Under Civil Code § 1780(d), Plaintiffs are entitled to costs and reasonable attorney fees according to proof.

61. More than 30 days before commencing this action, Plaintiffs separately notified Ford in the manner prescribed by Code of Civil Procedure § 1782(a) of the particular violations alleged in this CAUSE OF ACTION and demanded that it make rectification. Ford has not provided such rectification.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

(1) A declaration that the sales contract is rescinded;

(2) A declaration that Ford has been given a reasonable number of repair attempts and/or days to conform the Vehicle to the warranty.

(3) A buyback of the Vehicle including restitution of all consideration given by Plaintiffs and/or paid out toward the Vehicle, less a deduction for use per the Song-Beverly Act;

(4) Penalties on each violation of the Song-Beverly Act in the amount of two times actual damages;

(5) Actual damages of approximately $35,000.00 plus interest plus an amount yet to be determined for loss of use, all according to proof.

(6) Punitive damages according to proof.

(7) Reasonable attorney fees according to proof;

(8) Costs and expenses reasonably incurred in connection with this action; and

(9) Such other relief as the court deems proper.

Dated: June 12, 2013

LAW OFFICES OF JON JACOBS

By: _____
Jon P. Jacobs
Peter J. McCaffrey
Attorneys for Plaintiffs
CHRISTOPHER J. CARLSEN and
SHANNON M. CARLSEN

PE13-003.4 000301LC

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Attorneys for Plaintiffs
CHRISTOPHER J. CARLSEN and
SHANNON M. CARLSEN

FILED
Superior Court Of California
Sacramento
06/14/2013
cwhitfield
By_____, Deputy
Case Number:
34-2013-00147082

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

CHRISTOPHER J. CARLSEN and SHANNON M. CARLSEN,

Plaintiffs,

v.

FORD MOTOR COMPANY; and DOES ONE through TEN,

Defendants.

Case No.

DECLARATION OF JON P. JACOBS FOR FILING OF COMPLAINT

I, Jon P. Jacobs, declare:

1. I am an attorney at law duly admitted to practice before the courts of the State of California and am the attorney of record for Plaintiffs CHRISTOPHER J. CARLSEN and SHANNON M. CARLSEN.

2. The following declaration is made upon my own true knowledge and belief of the events which have occurred in this matter.

3. The Complaint filed concurrently herewith is filed in a proper place for the trial thereof, for the reasons(s) checked below:

☑ This is the county in which the subject matter of the action, or a substantial portion thereof, occurred;

☐ This is the county in which the person against whom the action is brought resides;

☑ This is the county is which the person against whom the action is brought has its

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principal place of business or is doing business; and/or

☑ This is the county in which the parties entered into the subject transaction.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Rocklin, California.

Dated: June 12, 2013

LAW OFFICES OF JON JACOBS

By: _____
Jon P. Jacobs
Peter J. McCaffrey
Attorney for Plaintiffs
CHRISTOPHER J. CARLSEN and
SHANNON M. CARLSEN

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Jon P. Jacobs (SBN 205245); Peter J. McCaffrey (SBN 263584)
Law Offices of Jon Jacobs;
3031 Stanford Ranch Road # 2-150
Rocklin, CA 95765
TELEPHONE NO.: (916) 663-6400 FAX NO.: (916) 663-6500
ATTORNEY FOR (Name): Plaintiffs Christopher J. Carlsen and Shannon M. Carlsen

FOR COURT USE ONLY

FILED
Superior Court Of California, Sacramento
06/14/2013
cwhitfield
By _____, Deputy
Case Number:
34-2013-00147082

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sacramento
STREET ADDRESS: 720 Ninth Street
MAILING ADDRESS:
CITY AND ZIP CODE: Sacramento, CA 95814
BRANCH NAME: Civil

CASE NAME:
Carlsen v. Ford Motor Comapny, Inc and Does One through Ten

CASE NUMBER:

JUDGE:
DEPT:

CIVIL CASE COVER SHEET

[✓] **Unlimited** (Amount demanded exceeds $25,000)
[ ] **Limited** (Amount demanded is $25,000 or less)

Complex Case Designation

[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1–6 below must be completed (see instructions on page 2).

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

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [✓] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition *(not specified above)* (43)

2. This case [ ] is [✓] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [✓] monetary b. [✓] nonmonetary; declaratory or injunctive relief c. [✓] punitive
4. Number of causes of action *(specify)*: THREE
5. This case [ ] is [✓] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: June 12, 2013

Jon P. Jacobs
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties In Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties In Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

PE13-003.4 000305LC

3031 Stanford Ranch Rd, #2-150
Rocklin, CA 95765

www.lemonbuyback.com
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LAW OFFICES OF JON JACOBS

Your Local Lemon Law Attorney Protecting Buyers' Rights
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Toll Free (866) NO FEE TO YOU

April 8, 2013

VIA FACSIMILE ONLY
(313) 845-5668
7 Total Pages

Jody Banciu
Ford Motor Company
3 Parklane Boulevard
Parklane Towers West, Suite 150
Dearborn, MI 48126-2568

Re:	Consumers:	[redacted]
	Contract date:	June 9, 2012
	Subject Vehicle:	2012 Ford Escape
	VIN:	1FMCU0DG6CK[redacted]

Dear Ms. Banciu:

Attached you will find a copy of the notice and demand being mailed out to Ford today. The repair history of the vehicle makes clear it's a lemon and that my clients are legally entitled to a refund or replacement.

Unfortunately, if a reasonable offer is not received in my office within 30 days the Complaint in this case will have to be filed.

Please call me to discuss this matter. It is my hope Ford will choose to resolve this matter as soon as possible and without the expense and delay of litigation.

Please call or email with any questions. Thank you.

Sincerely,

LAW OFFICES OF JON JACOBS

Jon P. Jacobs

Enclosures: cc notice/demand

3031 Stanford Ranch Rd, #2-150
Rocklin, CA 95765

www.lemonbuyback.com
www.nofeetoyou.com

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Your Local Lemon Law Attorney Protecting Buyers' Rights
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Toll Free (866) NO FEE TO YOU

April 8, 2013

Via Certified U.S. Mail
Return Receipt Requested

Ford Motor Company
16800 Executive Plaza Drive
Dearborn, MI 48126

Re:	Consumers:	[redacted]
	Contract date:	June 9, 2012
	Subject Vehicle:	2012 Ford Escape
	VIN:	1FMCU0DG6CK[redacted]

Summary of Relevant Facts

On or about June 9, 2012, [redacted] ("Consumers") purchased a new 2012 Ford Escape, VIN: 1FMCU0DG6CK[redacted] ("Vehicle" or "SUV") from Future Ford of Sacramento ("Dealer") in Sacramento, California. The Vehicle was sold with the following Ford warranties: 3 year/36,000 mile bumper to bumper, 5 year/60,000 mile powertrain, and 7 year/70,000 mile and 8 year/80,000 mile emissions.

From the time of purchase until the current the Vehicle has suffered ongoing problems including but not limited to:

Problems	Date	Odo	Days	RO#
Electrical/Engine - Driving vehicle on Christmas day and vehicle stalled while turning. They called dealership and said to keep an eye out on it.	12/25/12 - 12/26/12			

Electrical/Engine - *2nd Repair Attempt* - Customer states engine has died 4 times intermittently on turns. Intermittent stall on turns. Road tested and could not verify. EEC test pass. Mode 6 all data normal. **Window** - Passenger side window noisy. Found chattering a little. Removed and inspected panel. Adjusted window and lubed guide and test ok at this time. **Maintenance** - LOF	04/03/13	15,931	1	301079 Future Ford of Sacramento
Electrical/Engine - *3rd Repair Attempt* - Customer states the engine will stall or die a times. **Window** - *2nd Repair Attempt* - Customer states the right front window is noisy when rolling down or up.	04/05/13	16,007	1	301362 Future Ford of Sacramento

There have been **at least 3 repair attempts for the stalling while driving problems** yet the SUV continues to suffer from the very same problems!

[redacted] bought this vehicle for [redacted] to drive with their 3 year old child as her daily driver. They bought it so she and their young child would have safe and reliable transportation. Unfortunately, this vehicle has repeatedly stalled while driving in turns and continues to be a real safety hazard. [redacted] reasonably fear for their family's safety as well as everyone sharing the road with them. Consumers have reasonably lost all confidence in the vehicle and in Ford's ability to fix it.

The problems suffered by this vehicle are not Consumers' fault. The stalling problems must be blamed on Ford.

Consumers paid more money for a new vehicle with a warranty in reasonable hopes of staying out of the repair shop. The problems suffered by the Vehicle are defects in any level of vehicle, especially one in this class. They could have purchased any number of vehicles in this highly competitive segment including a Toyota Rav 4, Honda CR-V, Hyundai Tucson, Kia Sportage, or Mazda CX-5, none of which suffer the type and number of problems this SUV does. The continued problems with this Vehicle are unacceptable and because of the same this Vehicle would not pass without objection in its class.

Ford is aware of a stalling while driving problem in some Escape models. The NHTSA is currently looking into the Ford Escape model over complaints of stalling and opened a probe into the issue including looking at its throttle.

//

California's lemon law makes clear this Vehicle is presumed to be a lemon.

> **It should 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. . . .**
>
> **(2) The same nonconformity has been subject to repair four or more times. . . [Or]**
>
> **(3) The Vehicle is out of service by reason of repair of nonconformities. . . for a cumulative total of 30 calendar days since delivery of the Vehicle to the buyer.**
> California Civil Code § 1793.22 (b)(1), (b)(2), and (b)(3)

In less than the first 18 months and 18,000 miles [redacted] had the Vehicle Ford has been given **at least 2 repair attempts and more than 30 days to fix the stalling while driving issues** yet the problems remain! There can be no doubt Ford is fully aware of these ongoing problems and that they substantially impair the use, value, and safety of the vehicle.

California Civil Code § 1793.2 makes clear Ford's liability and reads in relevant part as follows:

> **§ 1793.2. Consumers goods manufacturers; express warranties; service and Repair facilities**
>
> **(a) Every manufacturer of Consumers goods sold in this state and for which the manufacturer has made an express warranty shall:**
>
> **(1)(A) Maintain in this state sufficient service and Repair facilities reasonably close to all areas where Consumers goods are sold to SUVry out the terms of those warranties. . .**
>
> **(b) Where those service and Repair facilities are maintained in this state and service or Repair of the goods is necessary because they do not conform with the applicable express warranties, service and Repair shall be commenced within a reasonable time. . . . within 30 days.**
>
> **(d)(2) . . .** ***if the manufacturer or its representative in this state is unable to service or Repair a new motor vehicle. . . to conform to the applicable express warranties after a reasonable number of attempts, the manufacturer shall either promptly replace the new motor vehicle. . . or promptly make restitution to the buyer. . . However, the buyer shall be free to elect restitution in lieu of replacement. . . .*** (Emphasis added)

//

California Civil Code § 1793.3 makes clear Ford's liability to the buyer and retail seller and reads in relevant part as follows:

> **§ 1793.3. Return of nonconforming Consumers goods; service, Repair, replacement or refund; independent Repair or service facilities; notice to buyers**
>
> **If the manufacturer of Consumers goods sold in this state for which the manufacturer has made an express warranty does not provide service or Repair facilities within this state pursuant to subdivision (a) of Section 1793.2, or does not make available to authorized service and Repair facilities service literature and replacement parts sufficient to effect Repair during the express warranty period, the buyer of such manufacturer's nonconforming goods may follow the course of action prescribed in . . . subdivision (a). . . as follows:**
>
> **(a) Return the nonconforming goods to the retail seller thereof. The retail seller shall do one of the following:**
> **(1) Service or Repair the nonconforming goods to conform to the applicable express warranty.**
> **(2) Direct the buyer to a reasonably close independent Repair or service facility willing to accept service or Repair under this section.**
> **(3) Replace the nonconforming goods. . . .**
> **(4) Refund the buyer. . . .**

California Civil Code § 1793.4 makes clear a vehicle manufacturer's liability and reads in relevant part as follows:

> **§ 1793.4. Commencement of service and Repair within reasonable time; tender of conforming goods within 30 days; extension of time**
>
> **Where an option is exercised in favor of service and Repair under Section 1793.3, such service and Repair must be commenced within a reasonable time, and, unless the buyer agrees in writing to the contrary, goods conforming to the applicable express warranties shall be tendered within 30 days. . . .**

Under Civil Code § 1793.2(d)(2), Ford must, upon election by Consumers, replace the Vehicle or reimburse the Vehicle's price, including taxes, fees, upgrades, unreimbursed repair expenses, registration, rental and towing expenses and all payments made. Consumers hereby revoke acceptance of the Vehicle, rescind the contract, and request to be given a complete refund (or replacement at their option). Under Civil Code § 1794(a), Consumers are clearly entitled to restitution of all consideration given.

Ford has had numerous opportunities to conform the Vehicle to the new motor vehicle warranty accompanying its acquisition. For good reason, Consumers now have a shaken faith in the Vehicle. All the problems associated with the Vehicle have substantially impaired its use, value, and safety.

Ford has committed numerous violations of law, including but not limited to:

Summary of Applicable Law

Under California's **Consumers Legal Remedies Act**, Civil Code §§ 1770, *et seq.*, the

following statutory violations have occurred:

(1) Representing that goods or services have characteristics, or qualities which they do not have.

(2) Representing that the Vehicle and services were of a particular standard, quality, and grade when they were not.

(3) Represented that transactions conferred or involved rights, remedies, and obligations which they did not have or involve.

(4) Representing that the subject of a transaction had been supplied in accordance with a previous representation when it had not.

(5) Passing off goods and services as those of another.

(6) False advertising.

Under the **Song-Beverly Consumers Warranty Act** (California Civil Code §§ 1791 et. Seq. and the **Magnuson-Moss Warranty Act** (15 U.S.C. §§ 2301 et. Seq.) the following violations have occurred the following violations have occurred:

(1) Failure to fully and clearly disclose warranty terms and conditions at or before the time of sale;

(2) Failure to conform Vehicle to the terms of warranty;

(3) Failure to service Vehicle under warranty;

(4) Failure to honor the terms of warranty since manufacturer has refused to offer to repurchase or replace Vehicle under said warranty;

(5) Breach of the implied warranties of merchantability and fitness.

Ford committed **False Advertising** and **Fraud** by knowingly selling this vehicle with the aforementioned problems it has while failing to disclose the same at the time of purchase.

Statutory Demand

On behalf of Consumers, I respectfully request that you rectify the above-described problems with the Vehicle by buying it back and giving them a complete refund (or replacement at Consumers' option) including restitution of the full amount of their damages, including but not limited to: all out of pocket expenses; all money paid toward the Vehicle; all upgrades to the Vehicle; all rental and/or towing expenses; and all incidental and consequential damages. Finally, you must also pay reasonable attorneys fees of $3500.00 (includes estimated "wrap up" fees).

An itemized demand will be provided upon request.

Please do not contact [redacted], or any member of their family. All communications concerning this matter should be directed to the undersigned.

Please note that if legal action proves necessary, the attorney fees incurred by my clients, for which you will be legally liable, may increase. In particular, under more than one of the various causes of action we intend to pursue, if Consumers win any amount of damages in any court proceeding, they may be deemed "prevailing party" and entitled to all of their damages and interest on the same.

Please consider this demand open until 30 days after your receipt of this notice. Unfortunately, if Ford has not by then agreed to settle this matter as stated above I will have no alternative but to file suit.

As always, I sincerely hope we can resolve this matter to both your satisfaction and that of my clients.

Very truly yours,

LAW OFFICES OF JON JACOBS

Jon P. Jacobs

cc: clients

Papalia-Reid, Catherina (C.)

From: office@lemonbuyback.com <jonjacobslaw@gmail.com>
Sent: Tuesday, April 09, 2013 12:41 PM
To: Papalia-Reid, Catherina (C.)
Subject: [redacted] v Ford
Attachments: Sales K and Repair Orders to Ford.pdf

Dear Catherina,

In response to your April 9th letter the information that you requested is as followed:

- Repair Orders (attached)
- Sales Contract (attached)
- Current Registration has been requested from the client I will forward a copy of the same upon receipt)
- The loan on the vehicle was originally financed through Ford Credit where the clients made about three payments at which point they had it refinanced through Pacific Credit Union made a few payments and then paid it in full. They will work on getting an account history from their credit union and will sign the loan authorization for Ford Motor Credit. Once they sign it I will Forward it to you.
- The mileage on the vehicle is right around 16,020 the clients are afraid to drive the vehicle since it stalls while driving. Since the last repair Shannon is using a family members vehicle and the Escape now sits at home parked most of the time. Christopher will only take the vehicle if absolutely necessary.

Please do not hesitate to call or email with any questions. Thank you for taking the time to review this matter.

Sincerely,

Kathy de La Bruere-Jacobs
Law Offices of Jon Jacobs
3031 Stanford Ranch Rd., #2-150
Rocklin, CA 95765
ph: (916) 663-6400
fax: (916) 663-6500

Please note our email address has changed to office@lemonbuyback.com

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Papalia-Reid, Catherina (C.)

From: office@lemonbuyback.com <jonjacobslaw@gmail.com>
Sent: Tuesday, April 09, 2013 8:03 PM
To: Papalia-Reid, Catherina (C.)
Subject: Re: [redacted] v Ford
Attachments: [redacted]FordPayment from Lender # 2.pdf; [redacted]DMV.pdf

As promised attached is a copy of the current DMV along with the account history for the refied loan. I will forward the Ford loan authorization as soon as I receive it.

Please do not hesitate to call or email with any questions.

Kathy de La Bruere-Jacobs

Law Offices of Jon Jacobs
3031 Stanford Ranch Rd., #2-150
Rocklin, CA 95765
ph: (916) 663-6400
fax: (916) 663-6500

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On Tue, Apr 9, 2013 at 9:40 AM, office@lemonbuyback.com <jonjacobslaw@gmail.com> wrote:
Dear Catherina,

In response to your April 9th letter the information that you requested is as followed:

- Repair Orders (attached)
- Sales Contract (attached)
- Current Registration has been requested from the client I will forward a copy of the same upon receipt)
- The loan on the vehicle was originally financed through Ford Credit where the clients made about three payments at which point they had it refinanced through Pacific Credit Union made a few payments and then paid it in full. They will work on getting an account history from their credit union and will sign the loan authorization for Ford Motor Credit. Once they sign it I will Forward it to you.
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000[redacted]36 [redacted] Loan 01: 12 FORD ESCAPE XLT Transaction Summary

04/09/2013

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnlty	Fees	New Balance	Description	Prev Available
01/10/2013	L 01	01/10/2013	Mobile Banking Home Bankin...	0.07	-0.07	0.00	0.00	0.00	From Share 01	0.00
01/10/2013	L 01	01/10/2013	Mobile Banking Home Bankin...	301.77	-301.70	0.07	0.00	0.07	From Share 01	0.00
01/07/2013	L 01	01/07/2013	Home Bankin...	9,000.00	-8,987.82	12.18	0.00	301.77	From Share 01	0.00
12/24/2012	L 01	[12/22/2012]	Transfer Pay...	164.47	-141.29	23.18	0.00	9,289.59	From Share 01	0.00
11/23/2012	L 01	[11/22/2012]	Transfer Pay...	164.47	-140.16	24.31	0.00	9,430.88	From Share 01	0.00
10/22/2012	L 01	10/22/2012	Transfer Pay...	164.47	-140.60	23.87	0.00	9,571.04	From Share 01	0.00
09/24/2012	L 01	[09/22/2012]	Transfer Pay...	164.47	-139.45	25.02	0.00	9,711.64	From Share 01	0.00
08/22/2012	L 01	08/22/2012	Transfer Pay...	164.47	-148.91	15.56	0.00	9,851.09	From Share 01	0.00
08/03/2012	L 01	08/03/2012	Check 01 2299014 Disbursed 9,396.06 Check New L...	10,000.00	10,000.00	0.00	0.00	10,000.00		0.00

CUSTOMER #:114630

[redacted]

SACRAMENTO, CA [redacted]

[redacted]

HOME: [redacted] CONT: N/A

BUS: [redacted] CELL: [redacted]

301362

WORKORDER

PAGE 1

FUTURE FORD OF SACRAMENTO

NOW AND FOR GENERATIONS TO COME

4625 Madison Avenue

Sacramento, CA 95841-2689

916.331.2875

BAR# ARD00001374 EPA# CAD981675390

www.sacford.com

SERVICE ADVISOR: 2406 CARTER, JIM

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
UJ STERLIN	12	FORD ESCAPE	1FMCU0DG6CK[redacted]		16007/	T8665

DEL DATE	PROD DATE	WARR. EXP.	PROMISED	PO NO	DIAGNOSTIC	PAYMENT	AUTHORIZATION
09JUN12	DD30JAN12		17:00 05APR13			CASH	

R.O. OPENED	READ BY	OPTIONS
05APR2013 12:08		STK:22119 DLR:07884 ENG:99G 3.0L DURATEC FFV V6 ENGINE TRN:446 6-SPEED AUTO TRANSMISSION AXL:AR (More...)

LINE OP CODE	TECH.	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A 14		M	CUSTOMER STATES THE RIGHT FRONT WINDOW IS NOISY WHEN ROLLING DOWN OR UP CHECK AND ADVISE SEE HISTORY RO # 301079
# B 76		C	CUSTOMER STATES THE ENGINE WILL STALL OR DIE AT TIMES CHECK OPERATION AND ADVISE SEE HISTORY RO # 301079

****

Preliminary Estimate : $125.00

****

Jim

916 349 3384

FOR YOUR CONVENIENCE
SERVICE HOURS:
MONDAY THRU FRIDAY - 7:00 A.M. to 6:00 P.M.
SATURDAYS - 8:00 A.M. to 4:00 P.M.

We desperately need pre-owned vehicles like yours! Scan this code and get a value on your vehicle!

BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

WE ACCEPT PAYMENT BY: CASH, VISA, MASTERCARD.

ALL PARTS REMOVED WILL BE DISCARDED UNLESS REQUESTED BY THE CUSTOMER. ☐ YES ☐ NO

ESTIMATE $	ADD'L COST $	REV. ESTIMATE	TIME	DATE
PERSON CONTACTED		☐ IN PERSON ☐ BY PHONE	ID.	
ESTIMATE $	ADD'L COST $	REV. ESTIMATE	TIME	DATE
PERSON CONTACTED		☐ IN PERSON ☐ BY PHONE	ID.	

I hereby authorize the repair work to be done along with necessary materials. You and your employees may operate vehicle for purposes of testing, inspection or delivery at my risk. I agree that you shall have a lien on the above described vehicle for the charges for parts and labor furnished under this repair order. If I fail to pay those charges, I agree that the vehicle may be held until all charges are paid in full. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other causes beyond your control.
CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF.
NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.
ALL PARTS USED ARE NEW UNLESS INDICATED OTHERWISE.

X _____
CUSTOMER SIGNATURE

CUSTOMER COPY

CUSTOMER #: 114630 301079

FUTURE FORD OF SACRAMENTO
NOW AND FOR GENERATIONS TO COME
4625 Madison Avenue
Sacramento, CA 95841-2589
916-331-2875
BAR# AA-001874 EPA# CAD981675390
www.futureforddfs.sacramento.com

[redacted]

INVOICE

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

PAGE 1

SERVICE ADVISOR: 2406 JIM CARTER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
UJ STERLIN	12	FORD ESCAPE	1FMCU0DG6CK[redacted]		15931/15941	T8388

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
09JUN12	30JAN12		17:00 03APR13			CASH	03APR13

R.O. OPENED	READY	OPTIONS:
08:58 03APR13	14:24 03APR13	STK:22113 DLR:07884 ENG:99G 3.0L DURATEC FFV V6 ENGINE TRN:446 6-SPEED AUTO TRANSMISSION AXL:AR (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S ENGINE HAS DIED 4 TIMES INTERMITTENT ON TURNS
75 ENGINE ELECTRICAL
491 WILLIAMSE,KENT LIC#: 3076
IPS (N/C)
15931 INTERMITTANT STALL ON TURNS. ROAD TEST CNV, EEC TEST PASS, MODE 6 ALL DATA NORMAL.
****

B C/S PASSENGER FRONT WINDOW NOISEY, ADVISE
83 ELECTRICAL BODY
3788 ONAGA,JASON LIC#: 9476
IPS (N/C)
15931 0.40 CHECK RT FRONT WINDOW FOR NOISE FOUNDWINDOW CHATTERING ALITTLE. R/I DOOR PANEL AND INSPECT ADJUST WINDOW AND LUBE GUIDE AND TEST OK AT THIS TIME.
****

C PERFORM 15 K SERVICE PER FORD MAINT MENU
4 15,000 MILE SERVICE
3614 DRIFFILL,DANIEL LIC#: 1509
IPS (N/C)
1 FL*500*S FILTER ASY - OIL (N/C)
LUBE OIL 6.0 QTS
IPS (N/C)
15931 15K - LOF 6 QTS 5W20 - TIRE ROTATION
****

D Ford Standard Vehicle Report Card
99P Ford Standard Vehicle Report Card
3614 DRIFFILL,DANIEL LIC#: 1509
IMP (N/C)
GTIRE TIRE DEPTH 7/32 OR GREATER
3614 DRIFFILL,DANIEL LIC#: 1509
IMP (N/C)
GBK BRAKE CONDITION, CHECKED AND OK
3614 DRIFFILL,DANIEL LIC#: 1509
IMP (N/C)

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

It's never too late to see if your vehicle qualifies for an extended warranty. See a Finance Mgr. Today!

THANK YOU FOR YOUR BUSINESS
Future Ford of Sacramento

ORIGINAL ESTIMATE	AUTHORIZED REVISED ESTIMATE
$	$

LABOR CHARGES ARE PER UNIT HOUR BASED UPON LABOR GUIDES AND OUR EXPERIENCE.
NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as itemized and/or receipt of invoice.

CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: 114630

301079

INVOICE

FUTURE FORD OF SACRAMENTO
NOW AND FOR GENERATIONS TO COME
4625 Madison Avenue
Sacramento, CA 95841-2589
916-331-2875
BAR# AA-001874 FPA# CAD981675300
www.futurefordofsacramento.com

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

PAGE 2

SERVICE ADVISOR: 2406 JIM CARTER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
GJ STERLIN	12	FORD ESCAPE	1FMCU0DG6CK[redacted]		15931/15941	T8388

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09JUN12 DD	30JAN12		17:00 03APR13			CASH	03APR13

R.O. OPENED	READY	OPTIONS:
08:58 03APR13	14:24 03APR13	STK:22119 DLR:07884 ENG:99G 3.0L DURATEC FFV V6 ENGINE TRN:446 6-SPEED AUTO TRANSMISSION AXL:AR (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

GBATT BATTERY CONDITION, CHECKED AND OK.
3614 DRIFFILL,DANIEL LIC#: 1509
IMP (N/C)
15931 INSPECTION

****

ALL PARTS ARE 'NEW' UNLESS INDICATED IN THE PART NUMBER SUFFIX BY AN 'X' OR 'RM' THESE ARE REBUILT. ANY QUESTIONS PLEASE CHECK WITH YOUR SERVICE ADVISOR.
THANK YOU

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(signature or initials)"

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Today!
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Future Ford of Sacramento

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$	$

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CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: 114630

301079

INVOICE

PAGE 2

NOW AND FOR GENERATIONS TO COME
4625 Madison Avenue
Sacramento, CA 95841-2589
916-331-2875
BAR# AA-001874 EPA# CAD981675390
www.futurefordofsacramento.com

[redacted]
SACRAMENTO CA [redacted]
HOME: [redacted] CONT:N/A
BUS: [redacted] CELL: [redacted] SERVICE ADVISOR: 2406 JIM CARTER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
UJ STERLIN	12	FORD ESCAPE	1FMCU0DG6CK[redacted]		15931/15941	T8388

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09JUN12	DD30JAN12		17:00 03APR13			CASH	03APR13

R.O. OPENED	READY	OPTIONS: STK:22119 DLR:07884
08:58 03APR13	14:24 03APR13	ENG:99G 3.0L DURATEC FFV V6 ENGINE TRN:446 6-SPEED AUTO TRANSMISSION AXL:AR (More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	GBATT BATTERY CONDITION, CHECKED AND OK.						
	3614 DRIFFILL,DANIEL LIC#: 1509						
	IMP						(N/C)
15931	INSPECTION						

****

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

CUSTOMER COPY

CUSTOMER #: 111630 301079

[redacted]

INVOICE

4625 Madison Avenue
Sacramento, CA 95841-2589
916-331-2876
BAR# AA-001874 EPA# CAD981675390
www.futurefordofsacramento.com

SACRAMENTO, CA [redacted]

PAGE 1

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

SERVICE ADVISOR: 2406 JIM CARTER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
UJ STERLIN	12	FORD ESCAPE	1FMCU0DG6CK[redacted]		15931/15941	T8388

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO/NO	RATE	PAYMENT	INV DATE
09JUN12	DI30JAN12		17:00 03APR13			CASH	03APR13

R.O. OPENED	READY	OPTIONS
08:58 03APR13	14:24 03APR13	STK:22119 DLR:07884 ENG:99G 3.0L DURATEC FFV V6 ENGINE TRN:446 6-SPEED AUTO TRANSMISSION AXL:AR (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S ENGINE HAS DIED 4 TIMES INTERMITTENT ON TURNS
75 ENGINE ELECTRICAL
491 WILLIAMSE,KENT LIC#: 3076
IPS (N/C)
15931 INTERMITTANT STALL ON TURNS. ROAD TEST CNV. EEC TEST PASS MODE 6 ALL DATA NORMAL.

****

B C/S PASSENGER FRONT WINDOW NOISEY, ADVISE
81 ELECTRICAL BODY
3788 ONAGA,JASON LIC#: 9476
IPS (N/C)
15931 0.40 CHECK RT FRONT WINDOW FOR NOISE FOUNDWINDOW CHATTERING ALITTLE. R/I DOOR PANEL AND INSPECT ADJUST WINDOW AND LUBE GUIDE AND TEST OK AT THIS TIME.

****

C PERFORM 15 K SERVICE PER FORD MAINT MENU
4 15,000 MILE SERVICE
3614 DRIFFILL,DANIEL LIC#: 1509
IPS (N/C)
1 FL*500*S FILTER ASY - OIL (N/C)
LUBE OIL 6.0 QTS
IPS (N/C)
15931 15K - LOF 6 QTS 5W20 . TIRE ROTATION

****

D Ford Standard Vehicle Report Card
99P Ford Standard Vehicle Report Card
3614 DRIFFILL,DANIEL LIC#: 1509
IMP (N/C)
GTIRE TIRE DEPTH 7/32 OR GREATER
3614 DRIFFILL,DANIEL LIC#: 1509
IMP (N/C)
GBK BRAKE CONDITION, CHECKED AND OK
3614 DRIFFILL,DANIEL LIC#: 1509
IMP (N/C)

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(signature or initials)"

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Future Ford of Sacramento

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CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: 114630 301362

FUTURE FORD OF SACRAMENTO
4625 Madison Avenue
Sacramento, CA 95841-2998
916 331-2875

INVOICE

[redacted]

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

PAGE 1

SERVICE ADVISOR: 2406 JIM CARTER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
UJ STERLIN	12	FORD ESCAPE	1FMCU0DG6CK[redacted]		16007/16007	T8665

DEL. DATE	EXPR. DATE	WARR. EXP.	PROMISED	FOLIO	RATE	PAYMENT	INV. DATE
09JUN12	DE30JAN12		17:00 05APR13			CASH	05APR13

R.O. OPENED	READY	OPTIONS: STK:22119 DLR:07884
12:08 05APR13	15:22 05APR13	ENG:99G 3.0L DURATEC FFV V6 ENGINE TRN:446 6-SPEED AUTO TRANSMISSION AXL:AR (More...)

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES THE RIGHT FRONT WINDOW IS NOISEY WHEN ROLLING DOWN OR UP CHECK AND ADVISE SEE HISTORY RO # 301079			
CAUSE: NOISEY OPERATION			
14 TRIM/GLASS			
3788 ONAGA,JASON LICE: 9476			
W			(N/C)
1 AL8Z47823200*A REGULATOR AND MOTOR ASY - WIND			(N/C)
FC: N99 PART#: COUNT:			
CLAIM TYPE:			
AUTH CODE:			
00947			
16007 23948A 23943A10 0.70 check window Window is not chatter for last repair. custumer is is complaining about slight reg. gear noise. replace reg abd test ok and test. no abnormal noise or wind chatter at this time.			
**********			
B CUSTOMER STATES THE ENGINE WILL STALL OR DIE AT TIMES CHECK OPERATION AND ADVISE SEE HISTORY RO # 301079			
76 ENGINE FUEL			
3788 ONAGA,JASON LICE: 9476			
C	0.00		0.00
**********			

EST: 125.00 05APR13 12:08 SA: 2406

RESCHEDULE JOB B. NO WORK PERFORMED

ALL PARTS ARE 'NEW' UNLESS INDICATED IN THE PART NUMBER SUFFIX BY AN 'X' OR 'RM' THESE ARE REBUILT. ANY QUESTIONS PLEASE CHECK WITH YOUR SERVICE ADVISOR.
THANK YOU

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

It's never too late to see if your vehicle qualifies for an extended warranty. See a Finance Mgr. Today!

THANK YOU FOR YOUR BUSINESS
Future Ford of Sacramento

ORIGINAL ESTIMATE $ | AUTHORIZED REVISED ESTIMATE $

LABOR CHARGES ARE PER UNIT HOUR BASED UPON LABOR GUIDES AND OUR EXPERIENCE.
NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.
I acknowledge notice and oral approval of any additional customer or warranty work performed and/or increase in the original estimate price. I also acknowledge and approve all repairs as listed and/or charged on invoice.

CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #:114630 301362

[redacted]

WORKORDER

SACRAMENTO, CA [redacted]

PAGE 1

FUTURE FORD OF SACRAMENTO
NOW AND FOR GENERATIONS TO COME
4625 Madison Avenue
Sacramento, CA 95841-2589
916-331-2875
BAR# ARD00001874 EPA# CAD981675390
www.sacford.com

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

SERVICE ADVISOR: 2406 CARTER, JIM

UJ STERLIN	12	FORD ESCAPE	1FMCU0DG6CK[redacted]		16007/	T8665

09JUN12	DD30JAN12		17:00 05APR13			CASH	

05APR2013 12:08		OPTIONS: STK:22119 DLR:07884 ENG:99G 3.0L DURATEC FFV V6 ENGINE TRN:446 6-SPEED AUTO TRANSMISSION AXL:AR (More...)

LINE OP CODE TECH. TYPE DESCRIPTIONS/INSTRUCTIONS

A 14 W CUSTOMER STATES THE RIGHT FRONT WINDOW IS NOISEY WHEN ROLLING DOWN OR UP CHECK AND ADVISE SEE HISTORY RO # 301079

B 76 C CUSTOMER STATES THE ENGINE WILL STALL OR DIE AT TIMES CHECK OPERATION AND ADVISE SEE HISTORY RO # 301079

****

Preliminary Estimate : $125.00

****

Jim

916-349-3354

FOR YOUR CONVENIENCE
SERVICE HOURS:
MONDAY THRU FRIDAY - 7:00 A.M. to 6:00 P.M.
SATURDAYS - 8:00 A.M. to 4:00 P.M.

We desperately need pre-owned vehicles like yours! Scan this code and get a value on your vehicle!

BY LAW, YOU MAY CHOOSE ANOTHER FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

WE ACCEPT PAYMENT BY: CASH, VISA, MASTERCARD.

ALL PARTS REMOVED WILL BE DISCARDED UNLESS REQUESTED BY THE CUSTOMER. ☐ YES ☐ NO

ESTIMATE $	ADD'L COST $	REV. ESTIMATE	TIME	DATE
PERSON CONTACTED		☐ IN PERSON ☐ BY PHONE	ID.	
ESTIMATE $	ADD'L COST $	REV. ESTIMATE	TIME	DATE
PERSON CONTACTED		☐ IN PERSON ☐ BY PHONE	ID.	

I hereby authorize the repair work to be done along with necessary materials. You and your employees may operate vehicle for purposes of testing,inspection or delivery at my risk. I agree that you shall have a lien on the above describe vehicle for the charges for parts and labor furnished under this repair order. If I fail to pay those charges, I agree that the vehicle may be held until all charges are paid in full. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other causes beyond your control.
CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF.
NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.
ALL PARTS USED ARE NEW UNLESS INDICATED OTHERWISE.

X _____
CUSTOMER SIGNATURE

CUSTOMER COPY

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE

DEAL 11395

Dealer Number 4036 Contract Number _____ R.O.S. Number 2664017 Stock Number 22114

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[redacted] SACRAMENTO CA [redacted] SACRAMENTO COUNTY	SHANNON MARIE CARLSON 7801 CHADBOOK DR SACRAMENTO CA 95835 SACRAMENTO COUNTY	FUTURE FORD OF SACRAMENTO 4625 MADISON AVE SACRAMENTO, CA

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2012	ESCAPE FORD	75	1FMCU0D66C[redacted]	☒ personal, family or household ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 21364.00 is
7.49 %	$ 2214.00(e)	$ 19050.00	$ 22264.00(e)	$ 32514.00(e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments	When Payments Are Due
One Payment of	N/A	N/A
One Payment of	N/A	N/A
59 Payments	304.40	Monthly, Beginning 11/14/2012
Payments	0.00	Monthly, Beginning N/A
One Final Payment	304.40	04/14/2017

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charge, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others)

1. Total Cash Price $ 25365.77(A)
   A. Cash Price of Motor Vehicle and Accessories
      1. Cash Price Vehicle $ 25365.77
      2. Cash Price Accessories $ 0.00
      3. Other (Nontaxable)
         Describe N/A $ 0.00
         Describe N/A $ 0.00
   B. Document Preparation Fee (not a governmental fee) $ 85.00(B)
   C. Smog Fee Paid to Seller $ 81.00(C)
   D. (Optional) Theft Deterrent Device (to whom paid) Encryption Etch $ 199.00(D)
   E. (Optional) Theft Deterrent Device (to whom paid) N/A $ 0.00(E)
   F. (Optional) Theft Deterrent Device (to whom paid) N/A $ 0.00(F)
   G. (Optional) Surface Protection Product (to whom paid) N/A $ 0.00(G)
   H. (Optional) Surface Protection Product (to whom paid) N/A $ 0.00(H)
   I. Sales Tax (on taxable items in A through H) $ 1966.59(I)
   J. Optional DMV Electronic Filing Fee $ 0.00(J)
   K. (Optional) Service Contract (to whom paid) Protection $ 1000.00(K)
   L. (Optional) Service Contract (to whom paid) FORD Maintenance $ 1000.00(L)
   M. (Optional) Service Contract (to whom paid) N/A $ 0.00(M)
   N. (Optional) Service Contract (to whom paid) N/A $ 0.00(N)
   O. (Optional) Service Contract (to whom paid) N/A $ 0.00(O)
   P. Prior Credit or Lease Balance paid by Seller to

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
$ N/A Ded. Comp., Fire & Theft	N/A Mos.	$ N/A
$ N/A Ded. Collision	N/A Mos.	$ N/A
Bodily Injury $ N/A Limits	N/A Mos.	$ N/A
Property Damage $ N/A Limits	N/A Mos.	$ N/A
Medical N/A	N/A Mos.	$ N/A
N/A	N/A Mos.	$ N/A
Total Vehicle Insurance Premiums		$ 0.00(I)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see below) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer [illegible]
Co-Buyer [illegible]
Seller [illegible]

If any insurance is checked below, notes or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp	Premium
Credit Life	N/A Mos	N/A	$ 0.00
Credit Disability	N/A Mos	N/A	$ 0.00
Total Credit Insurance Premiums			$ 0.00(P)

Insurance Company Name: N/A

Home Office Address

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree

PE13-003.4 000325LC

B. Document Preparation Fee (not a government fee) $ 54.00 (B)

C. Smog Fee Paid to Seller $ 0.00 (C)

D. (Optional) Theft Deterrent Device (to whom paid) [illegible] $ [illegible] (D)

E. (Optional) Theft Deterrent Device (to whom paid) N/A $ 0.00 (E)

F. (Optional) Theft Deterrent Device (to whom paid) N/A $ 0.00 (F)

G. (Optional) Surface Protection Product (to whom paid) N/A $ 0.00 (G)

H. (Optional) Surface Protection Product (to whom paid) N/A $ 0.00 (H)

I. Sales Tax (on taxable items in A through H) $ [illegible] (I)

J. Optional DMV Electronic Filing Fee $ 0.00 (J)

K. (Optional) Service Contract (to whom paid) [illegible] $ [illegible]

L. (Optional) Service Contract (to whom paid) FOND Maintenance $ 195.00 (L)

M. (Optional) Service Contract (to whom paid) N/A $ [illegible]

N. (Optional) Service Contract (to whom paid) N/A $ 0.00 (N)

O. (Optional) Service Contract (to whom paid) N/A $ 0.00 (O)

P. Prior Credit or Lease Balance paid by Seller to N/A $ 0.00 (P)

(See Underlying Contract for Vehicle Description)

Q. (Optional) Gap Contract (to whom paid) N/A $ [illegible] (Q)

R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ [illegible] (R)

S. Other (to whom paid) N/A $ 0.00 (S)

For N/A

Total Cash Price (A through S) $ [illegible] (T)

2. Amounts Paid to Public Officials

A. License Fees $ [illegible]

B. Registration/Transfer/Titling Fees $ [illegible]

C. California Tire Fee $ 8.75 (C)

D. Other N/A $ 0.00 (D)

Total Official Fees (A through D) $ [illegible] (E)

3. Amount Paid to Insurance Companies

(Total premiums from Statement of Insurance columns + of) $ [illegible]

4. ☐ Smog Certification or ☐ Exemption Fee Paid to State $ 0.00 (4)

5. Subtotal (1 through 4) $ [illegible] (5)

6. Total Downpayment [illegible] $ [illegible]

A. Agreed Vehicle Value [illegible] $ [illegible] (A)

Model [illegible] Odom 67,794

VIN [illegible]

B. Less Prior Credit or Lease Balance $ 0.00 (B)

C. Net Trade-In (A less B) (Enter the amount from line 6 of the Vehicle Trade-In Worksheet) $ [illegible] (C)

D. Deferred Downpayment $ 0.00 (D)

E. Manufacturer's Rebate $ 1250.00 (E)

F. Other N/A $ [illegible] (F)

G. Cash $ [illegible] (G)

Total Downpayment (C through G) $ 1250.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1F above)

7. Amount Financed (5 minus 6) $ [illegible] (7)

Credit Disability N/A Mos. N/A $ 0.00

Credit Insurance Premiums $ 0.00 (b)

Insurance Company Name N/A

Home Office Address

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is [illegible] not pay as you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance [illegible] due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means [illegible] agree that: (1) You are not eligible for insurance if you have [illegible] eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).

You want to buy the credit insurance

Date Buyer Signature Age

X N/A

Date Co-Buyer Signature Age

OPTIONAL GAP CONTRACT [illegible] Gap protection is not required to drive cars and will not be provided unless you sign here and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown [illegible] the Itemization of Amount Financed. See your gap [illegible] a part of this contract.

Term N/A Mos. N/A

Items of Gap Contract

I want to buy a gap contract

Buyer Signs X N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) which [illegible] (company(ies) and for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O

1K Company Protective

Term [illegible] Mos. or [illegible] Miles

1L Company [illegible]

Term [illegible] Mos. or [illegible] Miles

1M Company N/A

Term N/A Mos. or N/A Miles

1N Company N/A

Term N/A Mos. or N/A Miles

1O Company N/A

Term N/A Mos. or N/A Miles

Buyer X [illegible]

SELLER ASSISTED LOAN

BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS OR MORE THAN THE INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From N/A

Amount $ 0.00 Finance Charge $ [illegible]

Total $ 0.00 Payable in 0.00 installments of $ 0.00 $ 0.00 from this Loan is shown in Item 6D.

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable:

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any changes to the contract must be in writing and both you and [illegible] must sign it. No [illegible]

Buyer Signs X [illegible]

Co-Buyer Signs X [illegible]

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on [illegible] is unable to ass[illegible] will apply.

[illegible] X [illegible]

Buyer Co-Buyer

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before [illegible] Year [illegible], SELLER'S INITIALS [illegible]

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO [illegible] NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, [illegible]

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT C[illegible] NOT HAVE FULL COVERAGE. SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUG[illegible] DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECT[illegible] THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU [illegible]

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

[illegible]

E. Manufacturer's Rebate

F. Other N/A $ 0.00(F)

G. Cash $ [illegible](G)

Total Downpayment (C through G) $ 21250.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. Amount Financed (5 less 6) $ 10050.00(7)

SELLER ASSISTED LOAN

BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THE RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan from N/A

Amount $ 0.00

Total $ 0.00 Payable in 0.00

Installments of $ 0.00 $ 0.00

from this Loan is shown in Item 6D.

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ [illegible] autobroker receiving fee, if applicable:

[illegible] company(ies) for the term(s) shown below for the charge(s) [illegible] Item 1K, 1L, 1M, 1N, and/or 1O.

1K Company [illegible]

Term 72 Mos. or 100000 Miles

1L Company Ford Maintenance

Term 72 Mos. or 100000 Miles

1M Company [illegible]

Term N/A Mos. or N/A Miles

1N Company N/A

Term N/A Mos. or N/A Miles

1O Company N/A

Term N/A Mos. or N/A Miles

[illegible] Cancel section on [illegible] will apply.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any [illegible] to the contract must be in writing and both [illegible]

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____ Year _____. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED [illegible] NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED [illegible]

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS F[illegible] NOT HAVE FULL COVERAGE. SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR [illegible] DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY [illegible] THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD [illegible]

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT O[illegible] SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS T[illegible] TIONS.

Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in Item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you shall be liable to Seller for the excess indebtedness. If the actual payoff amount is less than the amount shown in 6B, Seller will refund the difference to you. Except as stated in the "NOTICE" on the back of this contract, no agreement or representation will be [illegible]

Buyer Signature X [illegible] Co-Buyer Signature X [illegible]

Notice to buyer: [illegible] ed it or if it contains any blank [illegible] ed to a completely filled in copy of this agreement. [illegible] in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the [illegible]

If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in w[illegible] to agree to any change, and it is an unfair [illegible] teral change.

Buyer Signature X [illegible] Co-Buyer Signature X [illegible]

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

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had [illegible] After you sign below, you may only cancel this contract with the agreement [illegible] record. However, California law does require a seller to offer a [illegible] $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a [illegible] of highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agre[illegible]

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, [illegible] TO YOU AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE [illegible] CONFIRM THAT YOU RECEIVED A [illegible] COPY WHEN YOU SIGNED IT.

Buyer Signature X [illegible] Date 06/09/12 Co-Buyer Signa[illegible] Date 06/09/12

Co-Buyers and Other [illegible] responsible for paying the entire debt. An [illegible] the title to the vehicle but does not have to pay the debt. The [illegible] interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default, and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date 06/09/12 Guarantor X _____ Date 06/09/12

Address _____ Address _____

Seller Signs FUTURE FORD OF SACRAMENTO Date 06/09/12 By X [signature] Title MGR.

LAW FORM NO. 553-CA-ARB (REV. 1/10) [illegible]
©2010 The Reynolds and Reynolds Company. TO ORDER [illegible] 1-800-[illegible]; fax 1-800-[illegible]
THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

CUSTOMER'S FILE OR LENDING COPY

F. Other N/A $ 0.00 (F)

G. Cash $ 0.00 (G)

Total Downpayment (C through G) $ 11250.00 (6)

(If negative, enter zero on line 5 and enter the amount less than zero as a positive number on line 1F above)

7. Amount Financed (5 less 6) $ 10050.00 (7)

SELLER ASSISTED LOAN:
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount $ 0.00 Finance Charge $ 0.00
Total $ 0.00 Payable in 0.00
Installments of $ 0.00 $ 0.00
from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE:
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable:

purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.

1K Company [illegible]
Term [illegible] Mos. or [illegible] Miles
1L Company [illegible]
Term [illegible] Mos. or [illegible] Miles
1M Company N/A
Term N/A Mos. or [illegible] Miles
1N Company [illegible]
Term N/A Mos. or [illegible] Miles
1O Company N/A
Term N/A Mos. or [illegible] Miles

SELLER'S RIGHT TO CANCEL: If Buyer and Co-Buyer sign here [redacted] Special section on Seller's initials [redacted] on all apply.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any changes to this contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signature [illegible]
Co-Buyer Signature [illegible]

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____ Year _____. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. [illegible] NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IS [illegible] AFTER AN ACCIDENT YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS [illegible] PERFORMED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE [illegible] DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, [illegible] THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DA[illegible] CONTACT YOUR INSURANCE AGENT.
THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LI[illegible]

SIG X [illegible]

Payoff Agreement: Seller relied on information from you and/or the lienholder of record on your trade-in vehicle in order to arrive at the payoff amount shown in item 6G to be the amount of Amount Financed in the "Pay Owed on Trade Balance." Seller agrees to pay the payoff [illegible] shown in 6G. Seller will provide [illegible]

Buyer Signature [illegible] Co-Buyer Signature X [illegible]

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can repay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid balance of the debt owed by you under this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X [illegible] Co-Buyer Signature X [illegible]

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

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot [illegible] contract simply because you change your mind, decide the vehicle costs too much, or wish you had purchased a different vehicle. [illegible] you sign below, you may only cancel this contract with the agreement of the seller, either [illegible] Otherwise, California law does require a seller to offer a 3-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COPY WHEN YOU SIGNED IT.

Buyer Signature [illegible] Co-Buyer Signature [illegible] Date 06/[illegible]/12

Co-Buyers and Co-[illegible] jointly responsible for paying the debt. [illegible] the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to the lienholder under this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less than the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non payment, non-performance, and default, and notice of the amount owing at any time, and of any comments upon the Buyer.

Guarantor X _____ Date 06/09/12 Guarantor X _____ Date 06/09/12
Address _____ Address _____

Seller Signs FUTURE FORD OF SACRAMENTO Date 06/09/12 By X [illegible] Title [illegible]

LAW FORM NO. 553-CA-ARB [illegible] ©2004 The Reynolds and Reynolds Company. [illegible] THE EXPRESS WARRANTY, [illegible] FITNESS FOR PARTICULAR PURPOSE. CONSULT YOUR OWN LEGAL COUNSEL.

3031 Stanford Ranch Rd, #2-150
Rocklin, CA 95765

www.lemonbuyback.com
www.nofeetoyou.com

LAW OFFICES OF JON JACOBS

Your Local Lemon Law Attorney Protecting Buyers' Rights
Local (916) 663-6400 Fax (916) 663-6500
Toll Free (866) NO FEE TO YOU

to Catherine 4-8-13

April 8, 2013

VIA FACSIMILE ONLY
(313) 845-5668
7 Total Pages

Jody Banciu
Ford Motor Company
3 Parklane Boulevard
Parklane Towers West, Suite 150
Dearborn, MI 48126-2568

DGC 2013APR8 PM1:40

Re:	Consumers:	[redacted]
	Contract date:	June 9, 2012
	Subject Vehicle:	2012 Ford Escape
	VIN:	1FMCU0DG6CK[redacted]

Dear Ms. Banciu:

Attached you will find a copy of the notice and demand being mailed out to Ford today. The repair history of the vehicle makes clear it's a lemon and that my clients are legally entitled to a refund or replacement.

Unfortunately, if a reasonable offer is not received in my office within 30 days the Complaint in this case will have to be filed.

Please call me to discuss this matter. It is my hope Ford will choose to resolve this matter as soon as possible and without the expense and delay of litigation.

Please call or email with any questions. Thank you.

Sincerely,

LAW OFFICES OF JON JACOBS

Jon P. Jacobs

Enclosures: cc notice/demand

[redacted]

LH

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-781-1012
E-MAIL: ALEX@LEMONLAWINFO.COM

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-216-0365

RECEIVED
MAY 2 4 2013

May 17, 2013

Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

RE: [redacted] v. Ford Motor Company
NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client:	[redacted]
Vehicle:	2012 Ford Escape
VIN:	1FMCU0D79CK[redacted]
Date of purchase:	11/22/11
Our File No.:	LL13-10223

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Electrical;**
3. **Loss of power;**
4. **Stalling.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

This letter shall serve as notice to Ford Motor Company of its final opportunity to cure the above-referenced defects.

Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC

Alex Simanovsky
Attorney at Law

AS/ld

CC: [redacted]

Louisiana

PERSONAL DRIVER'S LICENSE

[redacted]

LICENSE NO | CLASS | EXPIRATION DATE

[redacted] | e | 07-04-2015

ENDORSEMENTS | RESTRICTIONS

[redacted]

[redacted]

DATE OF BIRTH | SEX | HGT | WGT | DISTINGUISHING | PARISH | NO DONOR | AUDIT 3000

Louisiana Department of Public Safety and Corrections
Office of Motor Vehicles
PO Box 64886
Baton Rouge, LA 70896

VEHICLE IS SUBJECT TO LIEN(S) AS FOLLOWS

BATON ROUGE TELCO FCU
13404 AIRLINE HWY
BATON ROUGE LA 70817 — 11/30/2011 Tax Date

Tax Date

[redacted]ER'S NAME

[redacted]

BAKER LA [redacted] N/T

[redacted]

BAKER LA [redacted]

STATUS

[redacted]GISTRATION CERTIFICATE

44/T TT/CODE	LICENSE PLATE	08/2013 EXPIRATION	1FMCU0079CKA[redacted] V.I.N		05/10/2013 DATE	1708 DOMICILE	
FORD MAKE	ECP MODEL/WEIGHT	11 BODY	BLU/ COLOR	2012 YEAR	000144 ODOMETER	05549422 DL/EIN	CITY LIMITS
I SCD	MRTO	DEALER CODE	0106 GLASS	PS SPEC CODE#	PRES AUTO USE	OLD EXP	CITATION DATE
	TL EL FLAGS			PREVIOUS TITLE	STATE	OLD LIC NO	EXP
N N/U	11/22/2011 DATE ACQUIRED	EFT	EBBF CURRENT LA TITLE	TAXABLE VAL MANUF	TAX DATE	05/10/2013 EFFECTIVE DATE	
26354.00 SPOV OR VALUE	TRADE VALUE	REBATE	TAXABLE VALUE				
142 OFFICE NUMBER	REPRINT	HCST					
1247 3983 OPER/PID	244 SEQ #	MICROFILM #	BATCH/SEQ #				

TAX & FEE INFORMATION

ST SALES TAX	LIC FEE	
ST TAX PNLT	TOW FEE	
ST INTEREST	LIC CRDT	
ST TAX CRDT	LIC PNLT	
ST PNLT CRDT	LIC TRANSFER	3.00
ST VNDRS COMP	LIC PNLT CRDT	
NET ST TAX	NET LIC FEE	
TOURISM	PARISH FEE	
P/M SALES TAX	MTG FEE	
P/M TAX PNLT	MISC FEE	
P/M INTEREST	SERVICE FINDL	8.00
P/M DOX TX CRDT	TITLE FEE	
P/M PNLT CRDT	TITLE FINDL	
P/M VNDRS COMP	EXP TITLE FEE	
WHEELCHAIR LIFT	ADMIN FEE	
NET P/M TAX	V.P. FEE	
TOTAL TAX	TOTAL FEE#	11.00

TOTAL: 11.00 REMITTANCE: 11.00

THIS REGISTRATION CERTIFICATE MUST BE CARRIED IN THE VEHICLE AT ALL TIMES

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

INSTRUCTIONS:

Ford
1141 Antoine Hwy
Baton Rouge, LA 70816

ROBINSON BROTHERS.com

LINCOLN
(225) 293-8900
Fax (225) 293-2985

SERVICE HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 4:00 p.m.
Saturday

R/O Open Date	R/O Number
10/08/12	6033707/1
R/O Close Date	**Status**
10/08/12	Reprint
Mileage In	**Mileage Out**
15122	15124
Service Advisor / Tag #	
Jim Hart/6947	

[redacted]
BAKER, LA [redacted]

Work Phone	Vehicle Identification Number
[redacted]	1FMCU0D79CK[redacted]
Home Phone	**Delivery Date** / **In-Service Date**
[redacted]	11/22/11 / 11/22/11

Year	Make	Model	Body	Color	License Number
2012	FORD TRUE	ESCAPE	FWD 4DR XLT	BLUE FLAME	
145EST2					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [redacted]	
#1 - MR 99P: MULTI POINT INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#2 MR R10: RED TEAM MAINTENANCE C/S THE VEH WILL NOT STAY RUNNING, AND THE VEH WIL L NOT RESPOND TO THE GAS PEDAL. Caused by FWD 4DR XLT Corrected by 12650D: (D21) (42) EEC (Quick Test) - Diagnosis. Work performed by CHRIS CALLAWAY(354) Corrected by 12650DX1: (D21) (42 Extra time to repeat Final Quick Test Work performed by CHRIS CALLAWAY(354) Corrected by 12650D4: (D21) (42) Heated Oxygen Sensor (HO2S) - Replace. Work performed by CHRIS CALLAWAY(354) Corrected by 12650D45: (D21) (42 EEC System - Diagnostic Pin Point Test. Work performed by CHRIS CALLAWAY(354) Caused by FWD 4DR XLT Corrected by 9350B: Fuel Pump Pressure Test On Vehicle - Diagnosis. Work performed by CHRIS CALLAWAY(354) Installed 9E5Z 9F472 E (FP):SENSOR - HEGO Qty: 1 70 by 253 10/08/12	Warranty Warranty Warranty Warranty Warranty Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. [illegible]

DISCLAIMER OF WARRANTIES: [illegible]

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

LINCOLN
(225) 294-9900
Fax (225) 293-2985

SERVICE HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 4:00 p.m.
Saturday

R/O Open Date	R/O Number
10/08/12	6033707/2
R/O Close Date	**Status**
10/08/12	Reprint
Mileage In	**Mileage Out**
15122	15124
Service Advisor / Tag #	
Jim Hart/6947	

[redacted]
BAKER, LA [redacted]

Work Phone	Vehicle Identification Number	
[redacted]	1FMCU0D79CK[redacted]	
Home Phone	**Delivery Date**	**In-Service Date**
[redacted]	11/22/11	11/22/11

Year	Make	Model	Body	Color	License Number
2012	FORD TRUE	ESCAPE	FWD 4DR XLT	BLUE FLAME	

I45EST2

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: 225-205-2151	
EEC TEST.P2195.PERFORM PINPONT TEST H1,CODE P2195 ONLY.H3,NO VACUUM LEAKS.H4,PERFORM INJECTOR FLOW T EST.PASSES.H5,PERFORM EVAP EMISSION VENT TEST,PURG E VALVE IS NOT STUCK OPEN.H6,NO VACUUM LEAK.H10, RESISTANCE LESS THAN 5 OHMS,H11,GREATER THAN 5 OHM S RESISTANCE GREATER THAT 10KOHMS.H13,5 VOLTS.H17, FUEL PRESSURE AT 45 PSI,IN SPEC.H18,HOLDS PRESSURE AFTER 10 SECONDS.H20,CHECK FOR SLOWLEAKDOWN,HOLDS PRESSURE IN SPEC AFTER 1 MINUTE.H21,CK ETHANOL MI X.YES SEPERATION.H22,NO ETHANOL.HC3,FUEL PRESSURE WHIN RANGE.HC16,TEST DRIVE,FUEL PRESSURE ALWAYS AB OVE 51PSI.H27,VISUAL INSPECT,NC CONCERN.H28,CHECK MAF SENSOR FUNTION.PASS.H30,VOLTAGE GREATER TAHN .05 ON SELF TEST.H33,WIGGLE TEST,NO CHANGE.H34 TEST DRIVE WHILE MONITERING PID.NO SENSOR SWITCHING.RE PLACE O2 SENSOR.CLOEAR CODE AND RETEST.PASS#354	
#3 * QL 00FOZGBATT: BATTERY CHECK Sub Total: Labor: .00 Parts: .00 Total: .00	
#4 * QL 00FOZGTIRE: TIRE INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	
#5 * QL 00FOZGBK: BRAKE INSPECTION Sub Total: Labor: .00 Parts: .00 Total: .00	

[illegible]

[illegible]

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX ID.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

ROBINSON BROTHERS.COM
LINCOLN
(225) 293-3900
Fax (225) 293-2965

SERVICE HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 4:00 p.m.
Saturday

R/O Open Date	R/O Number
5/04/13	6046347/1
R/O Close Date	Status
5/04/13	Reprint
Mileage In	Mileage Out
23742	23745
Service Advisor / Tag #	
DANIEL HAWKINS/1355	

[redacted]
BAKER, LA [redacted]

Work Phone	Vehicle Identification Number
[redacted]	1FMCU0D79CK[redacted]
Home Phone	Delivery Date / In-Service Date
[redacted]	11/22/11 / 11/22/11

Year	Make	Model	Body	Color	License Number
2012	FORD TRUE	ESCAPE	FWD 4DR XLT	BLUE FLAME	

145E572

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: 225-205-2151	
#1 - MR R19: RED TEAM DRIVEABLITY	
C/S VEHICLE LOST ACCELERATION. PEDAL WAS NON RESPONSIVE.	
Corrected by 12650D: (D36) (42) EEC (Quick Test) - Diagnosis.	
Work performed by RONNIE DOMINGUE(516)	Warranty
Corrected by 12650DX1: (D36) (42 Extra time to repeat Final Quick Test	
Work performed by RONNIE DOMINGUE(516)	Warranty
Corrected by 12650D80: (D36) (42 DCL Display/Pid Monitor - Test.	
Work performed by RONNIE DOMINGUE(516)	Warranty
Corrected by 9926A: Throttle Body - Air Intake - Replace.	
Work performed by RONNIE DOMINGUE(516)	Warranty
Installed DS7Z 9E926 A (FP):THROTTLE BODY AND MOTO Qty: 1	Warranty
r254	
IDS DIAGS P115E CODE PPT,PID,MONITOR ON TEST DRIVE	
REPLACE TB ASSEMBLY, TB FLAP STICKING	
#2 - MR 99P: MULTI POINT INSPECTION	
Please Note: CUSTOMER WOULD LIKE IT TO BE ON RECORD THAT SHE THINKS THE VEHICLES ISSUES ARE RELATED TO THE TRANSMISSION.	

[illegible]

DISCLAIMER OF WARRANTIES [illegible]

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX ID.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

Ford

ROBINSON BROTHERS.com

LINCOLN
(225) 293-8900
Fax (225) 293-2985

SERVICE HOURS
7:00 a.m. to 8:00 p.m.
Monday - Friday
8:00 a.m. to 4:00 p.m.
Saturday

R/O Open Date	R/O Number
5/04/13	6046347/1
R/O Close Date	Status
5/04/13	Final
Mileage In	Mileage Out
23742	23745
Service Advisor / Tag #	
DANIEL HAWKINS/1355*W*	
Vehicle Identification Number	
1FMCU0D79CKA [redacted]	
Delivery Date	In-Service Date
11/22/11	11/22/11

[redacted]
BAKER, LA [redacted]

Work Phone [redacted]

Home Phone [redacted]

Year	Make	Model	Body	Color	License Number
2012	FORD TRUE	ESCAPE	FWD 4DR XLT	BLUE FLAME	
145EST2					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: 225-205-2151	
#1 - R19: RED TEAM DRIVEABLITY C/S VEHICLE LOST ACCELERATION. PEDAL WAS NON RESPONSIVE. Installed DS7Z 9E926 A :THROTTLE BODY AND MOTOR AS Qty: 1 x254 IDS DIAGS P115E CODE PPT,PID,MONITOR ON TEST DRIVE REPLACE TB ASSEMBLY, TB FLAP STICKING	Warranty
#2 - 99P: MULTI POINT INSPECTION Sub Total: .00	

TERMS: [illegible] CASH UNLESS ARRANGEMENTS ARE MADE. [illegible]

DISCLAIMER OF WARRANTIES: [illegible]

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

ROBINSON BROTHERS.com

LINCOLN
(225) 293-8900
Fax (225) 293-2985

SERVICE HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 4:00 p.m.
Saturday

R/O Open Date	R/O Number
5/09/13	6046640/1
R/O Close Date	**Status**
5/09/13	Pre-Invoice
Mileage In	**Mileage Out**
23880	23898
Service Advisor / Tag #	
DANIEL HAWKINS/1399	
Vehicle Identification Number	
1FMCU0D79CK[redacted]	
Delivery Date	**In-Service Date**
11/22/11	11/22/11

[redacted]
BAKER, LA [redacted]

Work Phone: [redacted]
Home Phone: [redacted]

Year	Make	Model	Body	Color	License Number
2012	FORD TRUE	ESCAPE	FWD 4DR XLT	BLUE FLAME	

145EST2

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: 225-205-2151	
#1 - R19: RED TEAM DRIVEABLITY C/S VEHICLE FELT LIKE IT WANTED TO STALL. MADE A SPUDDERING SOUND. Caused by PIN3 AT ETB CONNECTOR LOOSE 33 PREPPED FOR EEC DIAGNOSIS-RAN EEC TEST-P2135-RAN PIN POINT TEST DV, DV1-P2135,DV12-NO,DV13-YES,DV15-YES,DV16-YES,DV17-NO,DV18-NO. ETB CONNECTOR TO PCM CONNECTOR-CIR VE818 - PIN 3 PUSHED OUT OF CONNECTOR-REPAIRED CONNECTOR-CLEARED DTC AND TEST DROVE 18 MILES- RERAN FINAL QUICK TEST-PASS CODE-ALL OBD2 MONITORS HAVE CLEARED	
#2 - 99P: MULTI POINT INSPECTION Sub Total: .00	

5/9/13 anecdotal statement of observation by Daniel
this is not related to either of the other two problems.
It was suspected that it is possible that it could have been a robotic arm issue when it was assembled was not put in all the way

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. [illegible]

DISCLAIMER OF WARRANTIES: [illegible]

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

ROBINSON BROTHERS.com
LINCOLN
(225) 293-8900
Fax (225) 293-2985

SERVICE HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 4:00 p.m.
Saturday

R/O Open Date	R/O Number
5/09/13	6046640/1
R/O Close Date	Status
5/09/13	Final
Mileage In	Mileage Out
23880	23898
Service Advisor / Tag #	
DANIEL HAWKINS/1399*W*	

[redacted]
BAKER, LA [redacted]

Work Phone	Vehicle Identification Number
[redacted]	1FMCU0D79CK[redacted]
Home Phone	Delivery Date / In-Service Date
[redacted]	11/22/11 / 11/22/11

Year	Make	Model	Body	Color	License Number
2012	FORD TRUE	ESCAPE	FWD 4DR XLT	BLUE FLAME	
145EST2					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [redacted]	
#1 - R19: RED TEAM DRIVEABLITY C/S VEHICLE FELT LIKE IT WANTED TO STALL. MADE A SPUDDERING SOUND. Caused by PIN3 AT ETB CONNECTOR LOOSE-33 PREPPED FOR EEC DIAGNOSIS-RAN EEC TEST-P2135-RAN PIN POINT TEST DV, DV1-P2135,DV12-NO,DV13-YES,DV15-YES,DV16-YES,DV17-NO,DV18-NO. ETB CONNECTOR TO PCM CONNECTOR-CIR VE818 - PIN 3 PUSHED OUT OF CONNECTOR-REPAIRED CONNECTOR-CLEARED DTC AND TEST DROVE 18 MILES- RERAN FINAL QUICK TEST-PASS CODE-ALL OBD2 MONITORS HAVE CLEARED	
#2 - 99P: MULTI POINT INSPECTION Sub Total: .00	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in [illegible] by a subsidiary or transporter. I hereby grant you or your employees permission to [illegible] on streets, highways, or elsewhere for the purpose of testing [illegible]. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of bonds if [illegible]."

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 such merchandise. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.0
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

RETAIL ORDER FOR A MOTOR VEHICLE

TO

Ford | LINCOLN

11455 Airline Hwy
Baton Rouge, LA 70816
(225) 293-8900

ROBINSON BROTHERS.com

11/22/11
DATE

[redacted]

[redacted] NAME

BAKER, LA [redacted] ADDRESS

[redacted] [redacted]

ANTHONY H. ANDREWS N/A

SALESMAN'S NAME | CUST. EMAIL ADDRESS | RES. PHONE | BUS. PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING XX ☐ NEW ☐ USED ☐ DEMO ____ ☐ CAR ☐ TRUCK ☐ RV

YEAR 2012 MAKE FORD TRUE MODEL OR SERIES ESCAPE BODY TYPE FWD 4DR XL COLOR BLUE FLAME

SERIAL NO. 1FMCU0D79CK[redacted] MILEAGE 144 STOCK NO. 145EST2

SALE PRICE		$ 26,354.00
		N/A
		N/A
		N/A
		N/A
REBATE		2,500.00
MSRP	27,280.00	
DISCOUNT	N/A	
REBATE	2,500.00	
PRICE OF VEHICLE	26,354.00	
LESS TRADE-IN ALLOWANCE	N/A	
TAXABLE AMOUNT	23,854.00	
GAP INS.		415.00
		N/A
PRICE OF VEHICLE		24,269.00
		N/A
SUB-TOTAL		$ 24,269.00
STATE AND LOCAL TAXES		2,146.36
LIC., TITLE, TEMP TAG, DOC. FEE & HAND.		$ 247.50
1. TOTAL PRICE OF UNIT		$ 26,663.36
2. CASH DOWN PAYMENT AND TRADE: consisting of $ 5,700.00 in cash and/or $ N/A net trade-in allowance on (trade-in) see statement in right hand column for details.		$ 5,700.00
3. UNPAID CASH BALANCE DUE ON DELIVERY (difference between items 1 and 2)		$ 20,963.36

USED VEHICLE TRADE-IN

MAKE OF TRADE-IN N/A

YEAR N/A MODEL N/A BODY N/A

SERIAL NO. N/A

MILEAGE N/A

BALANCE OWED TO N/A

ADDRESS

USED TRADE-IN ALLOWANCE	$ N/A
BALANCE OWED ON TRADE-IN	N/A
NET ALLOWANCE ON USED TRADE-IN	$ N/A

REMARKS

A new motor vehicle may have been subject to a National Highway Traffic Safety Administration required recall which would be repaired in accordance with manufacturer standards approved by the National Highway Traffic Safety Administration. If such repairs are a concern before you purchase, please ask for a copy of the recall notice, if applicable, to the vehicle being sold.

LICENSE $	52.00	TITLE $	18.50	TEMP TAG $	4.00
DOC. FEE $	100.00	NOTARY $	15.00	HANDLING $	8.00
CONVENIENCE FEE $	18.00	FILING $	6.00	INSPECTION $	18.00

TIRE WASTE FE 8.00

Documentation and Compliance Fee. This fee is Authorized by 6:589.18(A)(2). It is not a mandatory state fee. The dealer, who may also be an extender of credit, may charge the fee for credit investigation, compliance with federal and state law, preparation of documents necessary to perfect or satisfy a lien upon objects sold, and any other functions incidental to the filing of the retail sale.

All warranties, if any, by a manufacturer or supplier other than dealer are theirs, NOT dealer's, and only such manufacturer or other supplier shall be liable for performance under such warranties. Unless dealer furnishes buyer with a separate written warranty or service contract made by dealer on its own behalf, dealer hereby disclaims all warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose. (A) on all goods and services sold by dealer, and (B) on all used vehicles which are hereby sold "as is" - not expressly warranted or guaranteed.

The [illegible] Order [illegible] any [illegible] of any nature concerning [illegible] be recognized [illegible] the [illegible] of this agreement. [illegible] the matter printed on the back hereof and agree to [illegible] [illegible] of a copy of this order.

CONTRACT AT DISCLOSURE STATEMENT. 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

[redacted] IS NOT AN ORDER UNTIL ACCEPTED BY A MANAGER OF THE COMPANY.

11/22/11
DATE

ACCEPTED BY:
DEALER OR HIS AUTHORIZED REPRESENTATIVE

ACADIAN BUSINESS FORMS • (225) 293-8900

_____ Year _____ SELLER'S INITIALS _____

☐ If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use.
If a payment is not received in full within _____ days after it is due, you will pay a late charge of $ _____ or _____ % of the part of the payment that is late, whichever is less.
If this box is not checked, the late charge in the "Federal Truth-In-Lending Disclosures" still applies.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 12 Mos. LDS GAP
Name of Gap Contract

I want to bu[redacted]

Buyer Sign[redacted]

Returned Payment Charge: If any check you give us or electronic payment you make is returned unpaid, you will pay us a charge of 5% of the amount of the check or electronic payment or $15, whichever is less.

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X _____ _____
Buyer Signature Date

X _____ _____
Co-Buyer Signature Date

Any insurance referred to in this contract does not include coverage for personal liability and property damage caused to others. This insurance will not provide the coverage required by Louisiana law (see Chapter 5 of Title 32 of the Louisiana Revised Statutes of 1950, La.R.S. §32:851 et seq.). Louisiana law requires all motorists to be covered by an automobile liability policy with legally prescribed liability limits. Failure to obtain insurance that meets those limits will subject you to penalties, which may include the suspension or revocation of driving privileges.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

BUYER'S WAIVER OF WARRANTIES - "AS IS" SALE

Unless we give you a written warranty or enter into a service contract with you within 90 days from the date of this contract, we make no warranties, express or implied, on the vehicle and you waive all such warranties, including any express or implied warranty of fitness for a specific or ordinary purpose, warranty of merchantability, warranty of fitness for the particular purpose of your intended use, and any warranty that the vehicle is free from hidden, latent or redhibitory defects. You also waive any right that you may have to demand that the sale be canceled (rescinded) or seek a reduction of the Cash Price for the vehicle for breach of any implied warranties. If the vehicle is new, you accept the manufacturer's separate written new product warranty as your exclusive warranty with respect to the sale, and you acknowledge that you received a copy of it.

The above waiver of warranties has been read by me and explained to me in a manner that I understand and I knowingly consent to the waivers.

Buyer: X [redacted] **Co-Buyer: X** _____

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

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the [redacted]ating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X [redacted] Co-Buyer Signs X _____
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

Do not sign this contract on a Sunday.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X [redacted] Date 11/22/11 Co-Buyer Signs X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Address _____

Seller signs _____ Date 11/22/11 By X _____ Title _____

Seller assigns its interest in this contract, including without limitation, its rights as secured party under this contract, to (Assignee), located at 11404 AIRLINE HWY BATON ROUGE, LA 70817 (address of Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

ROBINSON BROTHERS FORD LINCOLN
Seller By Title

LAW FORM NO. 553-LA 3/11 [illegible]
[illegible]
THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT ON ITEMS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

CUSTOMER COPY

SIMPLE FINANCE CHARGE

Dealer Number [illegible] Contract Number

Buyer Name and Address (Including Parish and Zip Code)	Co-Buyer Name and Address (Including Parish and Zip Code)	Creditor-Seller (Name and Address)
[redacted]		[illegible] FORD LINCOLN 13455 Airline Highway Baton Rouge, LA 70815

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed plus Prepaid Finance Charges, if any (your Principal Balance), and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis at a Base Rate of [illegible] % per year. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Body Style	Vehicle Identification Number	Primary Use For Which Purchased
[illegible]	[illegible]	[illegible]	[illegible]	[illegible] [redacted]	Personal, family, or household unless otherwise indicated below ☐ business ☐ agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled	Total Sale Price The total cost of your purchase on credit, including your down payment of $ [illegible]
[illegible] %	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
[illegible]	[illegible]	Monthly beginning [illegible]

Or As Follows

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of $ 10.00 or 5 % of the part of the payment that is late, whichever is greater.
Prepayment. If you pay off all your debt early, you may have to pay a penalty.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including $ [illegible] sales tax) $ [illegible] (1)
2 Total Downpayment
Trade-in [illegible] (Year) [illegible] (Make) [illegible] (Model)
Gross Trade-In Allowance $ N/A
Less Pay Off Made By Seller $ N/A
Equals Net Trade-In $ N/A
- Cash $ [illegible]
- Other [illegible] $ [illegible]
(If total downpayment is negative, enter "0" and see 4J below) $ [illegible] (2)
3 Unpaid Balance of Cash Price (1 minus 2) $ [illegible] (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf
(Seller may keep part of these amounts.)
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies
Life $ N/A
Disability $ N/A $ N/A
B Other Optional Insurance Paid to Insurance Company or Companies $ N/A
C Official Fees Paid to Government Agencies $ [illegible]
D Optional Gap Contract $ [illegible]
E Government Taxes Not Included in Cash Price $ N/A
F Government License and/or Registration Fees
N/A $ [illegible]
G Government Certificate of Title Fees $ [illegible]
H Electronic Lien and Title Services Fee Paid to $ [illegible]
I Government Waste Tire Fee $ [illegible]
J Other Charges (Seller must identify who is paid and describe purpose)

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is authorized to sell such insurance in Louisiana. You are not required to buy any other insurance to obtain credit.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below.

Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both
Term ____ months Premium: $ N/A
☐ Credit Disability ☐ Buyer ☐ Co-Buyer ☐ Both
Term ____ months Premium: $ N/A
Insurance Company Name N/A
Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance pays all or part of the amount you owe under this contract if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability pays all or part of the payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. See the policies or certificates from the named insurance companies for the details of the coverage these types of insurance provide, and for other terms and conditions.

Other Optional Insurance

☐ N/A
Type of Insurance Term
Coverage (Describe) N/A
Premium $ N/A
Insurance Company Name N/A
Home Office Address N/A

☐ N/A
Type of Insurance Term
Coverage (Describe) N/A
Premium $ N/A
Insurance Company Name N/A
Home Office Address N/A

4 Other Charges Including Amounts Paid to Others on Your Behalf
(Seller may keep part of these amounts)

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies		
Life	$ N/A	
Disability	$ N/A	$ N/A
B Other Optional Insurance Paid to Insurance Company or Companies		$ N/A
C Official Fees Paid to Government Agencies		$ 48.00
D Optional Gap Contract		$ 415.00
E Government Taxes Not Included in Cash Price		$ N/A
F Government License and/or Registration Fees N/A		$ 52.00
G Government Certificate of Title Fees		$ 18.50
H Electronic Lien and Title Services Fee Paid to		$ 21.00
I Government Waste Tire Fee		$ 9.00
J Other Charges (Seller must identify who is paid and describe purpose)		
to	for Prior Credit or Lease Balance	$ N/A
to [illegible]	for Document Fee	$ 100.00
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
to	for	$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf		$ 662.50 (4)
5 Prepaid Finance Charge		$ N/A (5)
6 Amount Financed (3 - 4 - 5)		$ 28,063.39 (6)

☐ N/A
Type of Insurance Term
Coverage (Describe) N/A
Premium $ N/A
Insurance Company Name N/A
Home Office Address N/A

☐ N/A
Type of Insurance Term
Coverage (Describe) N/A
Premium $ N/A
Insurance Company Name N/A
Home Office Address N/A

☐ N/A
Type of Insurance Term
Coverage (Describe) N/A
Premium $ N/A
Insurance Company Name N/A
Home Office Address N/A

☐ N/A
Type of Insurance Term
Coverage (Describe) N/A
Premium $ N/A
Insurance Company Name N/A

[redacted]

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

KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.lemonlaw.com

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

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

February 7, 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
February Term 2013, No. 000360

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)

FEBRUARY 2013 **000360**

E-Filing Number: 1302008009

PLAINTIFF'S NAME	DEFENDANT'S NAME
JUSTINE N. ECKMAN	FORD MOTOR COMPANY
PLAINTIFF'S ADDRESS 267 MILL HOUSE DRIVE LINCOLN UNIVERSITY PA 19352	DEFENDANT'S ADDRESS C/O CT CORPORATION 116 PINE STREET SUITE 320 HARRISBURG PA 17101
PLAINTIFF'S NAME DREW C. ECKMAN	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS 267 MILL HOUSE DRIVE LINCOLN UNIVERSITY PA 19352	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS	TOTAL NUMBER OF DEFENDANTS	COMMENCEMENT OF ACTION
2	1	[X] Complaint [ ] Petition Action [ ] Notice of Appeal [ ] Writ of Summons [ ] Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY	COURT PROGRAMS			
[X] $50,000.00 or less	[X] Arbitration	[ ] Mass Tort	[ ] Commerce	[ ] Settlement
[ ] More than $50,000.00	[ ] Jury	[ ] Savings Action	[ ] Minor Court Appeal	[ ] Minors
	[ ] Non-Jury	[ ] Petition	[ ] Statutory Appeals	[ ] W/D/Survival
	[ ] Other:			

CASE TYPE AND CODE

10 - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

FILED
PRO PROTHY
FEB 06 2013
J. MURPHY

IS CASE SUBJECT TO COORDINATION ORDER?
YES NO

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: JUSTINE N ECKMAN , DREW C ECKMAN

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY	ADDRESS
ROBERT A. RAPKIN	30 EAST BUTLER PIKE AMBLER PA 19002
PHONE NUMBER: (215)540-8888 / FAX NUMBER: (215)540-8817	
SUPREME COURT IDENTIFICATION NO. 61628	E-MAIL ADDRESS rarphillyefile@lemonlaw.com
SIGNATURE OF FILING ATTORNEY OR PARTY *ROBERT RAPKIN*	DATE SUBMITTED Wednesday, February 06, 2013, 11:04 am

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:30 AM - 10/11/2013
You must still comply with the notice below. USTED TODAVIA DEBE CUJPLIR 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.

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

ATTORNEY FOR PLAINTIFFS

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

Filed and Accepted by
PROTHONOTARY
Oct 29 2013 03:00 am

JUSTINE NICOLE ECKMAN and DREW CHRISTOPHER ECKMAN 267 Mill House Drive Lincoln University, PA 19352	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 an las paginas signientes, usted tiene veinte (20) dias de plazo al partir de ia fecha de la demanda y ia notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, le corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u ostros derechos importantes para usted.

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

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

Case ID: 130200360

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

ATTORNEY FOR PLAINTIFFS

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

JUSTINE NICOLE ECKMAN and DREW CHRISTOPHER ECKMAN 267 Mill House Drive Lincoln University, PA 19352 v. FORD MOTOR COMPANY c/o CT Corporation System 116 Pine Street Suite 320 Harrisburg, PA 17101	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiffs, Justine Nicole Eckman and Drew Christopher Eckman, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, residing at 267 Mill House Drive, Lincoln University, PA 19352.

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 April 23, 2010, Plaintiffs purchased a new 2010 Ford Escape, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMCU9DG6AKC23996.

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

Case ID: 130200360

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 $36,273.44. 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. In addition, Plaintiffs purchased a Ford Extended Service Plan covering the vehicle for 6 years/75,000 miles administered by Ford Motor Company. A true and correct copy of the Ford Service Plan is attached hereto, made a part hereof, and marked Exhibit "B".

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 September 17, 2012, when the vehicle odometer showed 44,882 miles. On that date, repair attempts were made to the lack of throttle response and the wrench light came on. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

11. The second documented warranty repair attempt is believed to have occurred on or before December 10, 2012, when the vehicle odometer showed 47,931 miles. On that date, repair

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

12. The third documented warranty repair attempt is believed to have occurred on or before January 18, 2013, when the vehicle odometer showed 49,324 miles. On that date, repair attempts were made to the lack of throttle response and oil leak. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

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
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

16. 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).

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

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

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

20. 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.

21. 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.

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

23. 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.

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

25. 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.

26. 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.

27. 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.

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

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

30. 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

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

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

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

34. 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."

35. 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.

36. 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.

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

38. 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.

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

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

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

KIMMEL & SILVERMAN, P.C.

By: _____

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

Case ID: 130200360

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

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

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiffs

Case ID: 130200366

Dealer Number _____ Contract Number _____

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
JUSTINE NICOLE ECKMAN 110 CHESAPEAKE RIDGE LN APT 3D [illegible] MD [illegible]	DREW CHRISTOPHER ECKMAN 110 CHESAPEAKE RIDGE LN APT 3D NORTH EAST MD [illegible]	RAMSEY FORD OF ELKTON 560 E. POLAIS BUY ELKTON [illegible]

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
[illegible]	[illegible]	FORD ESCAPE	[illegible]	☒ personal, family or household ☐ business ☐ agricultural ☐ _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 2000.00 is
[illegible]%	$ 5942.[illegible]	$ 23330.90	$ 3[illegible].44	$ 36273.44

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	[illegible]76.02	Monthly beginning 06/07/[illegible]

Or As Follows:

Late Charge. If payment is not received in full within 15 days after it is due, you will pay a late charge of 10 % of the part of the payment that is late, with a minimum charge of $ 5

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price

A Cash Price of Motor Vehicle (including accessories, services, and taxes) $ 26915.00 (A)

B Dealer Processing Charge (not required by law) $ N/A (B)

C Freight Charge $ N/A (C)

D Other $ N/A (D)

To Whom Paid N/A

E Other $ N/A (E)

To Whom Paid N/A

Total Cash Price $ 26915.00 (1)

2 Total Downpayment =

Trade-in N/A (Year) (Make) (Model)

Gross Trade-In Allowance $ N/A

Less Pay Off Made By Seller $ N/A

Equals Net Trade In $ N/A

+ Cash $ N/A

+ Other [illegible] $ 2000.00

(If total downpayment is negative, enter "0" and see 4I below) $ 2000.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) $ 24915.00 (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.

Life $ N/A

Disability $ N/A $

B Vendor's Single Interest Insurance

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest is required is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

Premium:

Credit Life $ N/A

Credit Disability $ N/A

Insurance Company Name N/A

Home Office Address N/A

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance or credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A (Type of Insurance) N/A (Term)

Premium $ N/A

Insurance Company Name N/A

Home Office Address N/A

☐ N/A (Type of Insurance) N/A (Term)

Premium $ N/A

Insurance Company Name N/A

Home Office Address N/A

PLAINTIFF'S EXHIBIT A

ALL-STATE LEGAL®

Case ID: 130200360

PE13-003.4 000355LC

Disability	$ [illegible]	$ N/A
B Vendor's Single Interest Insurance Paid to Insurance Company		$ N/A
C Other Optional Insurance Paid to Insurance Company or Companies		$
D Official Fees Paid to Government Agencies		$ N/A
E Government Taxes Not Included in Cash Price		$ 1620.90
F Government License and/or Registration Fees [illegible]		$ 315.00
G Government Certificate of Title Fees (includes $ [illegible] security interest recording fee)		$ [illegible]
H Optional Gap Contract		$ [illegible]
I Other Charges (Seller must identify who is paid and describe purpose)		
to	for Prior Credit or Lease Balance	$ N/A
to	for FORD ESP	$ 1035.00
to	for N/A	$ N/A
to	for N/A	$ N/A
to	for N/A	$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf		$ [illegible] (4)
5 Amount Financed (3 + 4)		$ [illegible] (5)

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is $ _____ and is also shown in item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

Home Office Address _____

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X _____ Buyer Signature _____ Date

X _____ Co-Buyer Signature _____ Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

Returned Check Charge: You agree to pay a charge of $ 15.00 if any check you give us is dishonored on the second presentment.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4H of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term [illegible] Mos.

_____ Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X [signature]

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

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.

HOW THIS CONTRACT CAN BE CHANGED. This contract, along with all other documents signed by you in connection with the purchase of this vehicle, comprise the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract: (i) only this contract and the addenda to this contract comprise the entire agreement between you and the assignee relating to this contract; (ii) any change to this contract must be in writing and the assignee must sign it; and (iii) no oral changes are binding. Buyer Signs X [signature] Co-Buyer Signs X [signature]

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X [signature] Date [illegible] Co-Buyer Signs X [signature] Date [illegible]

Co-Buyers and Other Owners - - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Address _____

Seller signs _____ Date _____ By X [signature] Title [illegible]

Seller assigns its interest in this contract to _____ (Assignee) under the terms of Seller's agreement(s) with Assignee.

☒ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

Seller _____ By _____ Title _____

Case ID: [illegible]

LAW FORM NO. 553-MD REV. [illegible] U.S. PATENT NO. D460,782
©2008 The Reynolds and Reynolds Company 10 [illegible]

NATIONAL VEHICLE SERVICE CONTRACT
APPLICATION, TERMS & CONDITIONS
(All states except Florida)

EXTENDED SERVICE PLAN

SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

Vehicle Identification Number	Signature Date	Warranty Start Date
[illegible]	[illegible]	[illegible]

☐ CPO ☐ Incomplete Vehicle ☐ Police Vehicle

Internet Sale ☐ Yes ☐ No

SECTION B – TYPES OF NEW PLANS

CORE COVERAGES ☐ PowertrainCARE ☐ BaseCARE ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is $100)

COMPONENT WRAP COVERAGES (Kia/Hyundai/Mitsubishi): ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is $100)

RENTAL CARE COVERAGE ☐ RentalCARE (Standard Deductible is $0)

SUPER DUTY COVERAGES ☐ Diesel EngineCARE ☐ Diesel EngineCARE Plus (Standard Deductible is $0)

DEDUCTIBLES ☐ $0 ☐ $200 (Not Available on all Core Coverages)
☐ $50 ☐ Disappearing (Not Available on all Core Coverages)

OPTIONS ☐ First Day Rental (Core Coverages) ☐ Enhanced Rental (Not available on All Coverages)

SURCHARGES ☐ 12 Months/12,000 Miles ☐ Ambulance/Shuttle/Tow Truck (Specialty) ☐ Snowplow
☐ Commercial Business Use ☐ Turbocharger/Supercharger

SECTION C – TYPES OF USED PLANS

CORE COVERAGES ☐ PowertrainCARE ☐ BaseCARE ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is $100)

[illegible] ☐ $50 ☐ $200 ☐ Disappearing

OPTIONS/SURCHARGES ☐ First Day Rental ☐ Enhanced Rental ☐ Turbocharger/Supercharger ☐ Snowplow

SECTION D – COVERAGE TERM AND COST

NEW PLAN AGREEMENTS: Coverage BEGINS at the New Vehicle Limited Warranty Start Date and Zero Miles. Coverage ENDS at THE EARLIER OF the Number of Months Purchased or the Number of Miles (or Hours for Incomplete Vehicles Only) purchased from the New Vehicle Limited Warranty Start Date or Zero Miles.

USED PLAN AGREEMENTS: ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT [illegible] Signature Date and Current Mileage. Coverage ENDS at THE EARLIER OF the Number of Months Purchased [illegible] Number of Miles Purchased from the expiration of the New Vehicle Limited Warranty. ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AND ELIGIBLE USED COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY [illegible]) - Coverage BEGINS at the Signature Date and Current Mileage. Coverage ENDS at THE EARLIER OF the Number of Months Purchased or the Number of Miles Purchased from the Signature Date and Current Mileage.

Plan / Coverages	Monthly/Hourly Duration & Expiration Date	Mileage Duration (no tenths) & Expiration Distance	Purchase Price	Sales Tax	Total Purchase Price & Sales Tax
Coverage (New or [illegible] Plans)	72 MONTHS [illegible]	75000 MILES 75000	$ 1035.00	$	$ [illegible]
Other Plans			$	$	$
Current Mileage:		Totals	$ [illegible]	$	$ [illegible]

SECTION E - DISCLOSURE INFORMATION

[illegible] PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

[illegible] AND WASHINGTON RESIDENTS, PLEASE SEE REVERSE SIDE.

[illegible] copy of this Application and the Terms and Conditions (the "Entire Agreement") at the time of signing and agree to all the terms and conditions. I agree to maintain [illegible] with the maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

Service Contract Holder/Purchaser Signature (not valid without signature) Signature Date

Service Contract Holder/Purchaser Name and Address

Service Contract Holder Name

SECTION F - DEALERSHIP INFORMATION

Dealership Name and Address Phone Number

Dealership [illegible] E STARS ID P&A Code

PLAINTIFF'S EXHIBIT B

ALL-STATE LEGAL®

[illegible] (Rev 09) (Previous Editions May Not be Used)

[illegible] COPY

Case ID: 130200360

PE13-003.4 000357LC

CUSTOMER #: 63083

96824

INVOICE

PAGE 1

Ramsey Ford of Elkton
560 E. Pulaski Hwy.
Elkton, MD 21921
PH: (410) 398-3600 · FAX: (410) 398-1029

JUSTINE NICOLE ECKMAN
110 CHESAPEAKE RIDGE LN APT 3D
NORTH EAST, MD 21901
HOME:610-470-4378 CONT:610-470-4229
BUS: 302-623-4144 CELL:

SERVICE ADVISOR: 6557 JASON M PRICE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLACK	10	FORD ESCAPE	1FMCU9DG6AKC23996		44882/44932	T570

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
23APR10 DD			17:30 17SEP12			CASH	17SEP12

R.O. OPENED	READY	OPTIONS:
07:23 17SEP12	16:30 17SEP12	STK:3457 ENG:3.0 Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CS WRNECH LIGHT CAME ON AND TRUCK LOST ALL THROTTLE RESPONSE PULLED OVER AND TURNED OFF AND BACK ON AND TRUCK WILL BE FINE HAS HAPPENED THREE TIMES IN LAST WEEK			
CAUSE: UNKNOWN			
01 UNABLE TO DUPLICATE CONCERN AT THIS TIME			
56171 C 0.00		0.00	0.00
UNABLE TO DUPLICATE CONCERN AT THIS TIME			
**********			
B PERFORMED MULTI-POINT INSPECTION			
NWD NO WORK PERFORMED AT THIS TIME			
56171 C 0.00		0.00	0.00
**********			

"Where We Do What We Say"

Maryland House Bill 1057
THAT WHILE THE CUSTOMER'S MOTOR VEHICLE IS ON THE PREMISES OF THE AUTOMOTIVE REPAIR FACILITY, THE AUTOMOTIVE REPAIR FACILITY MAY NOT BE RESPONSIBLE FOR DAMAGE TO THE CUSTOMER'S MOTOR VEHICLE UNDER CERTAIN CIRCUMSTANCES, AND THAT THE CUSTOMER SHOULD ASK A REPRESENTATIVE OF THE AUTOMOTIVE REPAIR FACILITY ABOUT THE EXTENT OF ITS RESPONSIBILITY, INCLUDING THE EXTENT OF THE INSURANCE COVERAGE OF THE AUTOMOTIVE REPAIR FACILITY.
Manufacturer Special Policy Adjustment Programs
Federal law requires manufacturers to furnish the National Highway Traffic Safety Administration (N.H.T.S.A.) with bulletins describing any defects in their vehicles. You may obtain copies of these bulletins from either the manufacturer or N.H.T.S.A. In addition, certain consumer publications or organizations publish this information, which may be available for a fee or for free.

ALL PARTS ARE NEW EXCEPT AS NOTED
REPLACED PARTS REQUESTED BY CUSTOMER ☐ YES ☐ NO

HOURS:
Monday - Friday
7:30 AM - 5:30 PM
Saturday
8:00 AM - 1:00 PM

LIMITED WARRANTY
Service/Parts are warranted 12,000 miles or 12 months, whichever occurs first. This warranty does not exclude or modify any other warranty prescribed by law. Labor charges are based on prevailing hourly labor rate - times motors manual suggested time schedule.

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
C

Case ID: 130200360

CUSTOMER #: 63083

97913

INVOICE

Ramsey Ford of Elkton
560 E. Pulaski Hwy.
Elkton, MD 21921
PH: (410) 398-3600 · FAX: (410) 398-1029

JUSTINE NICOLE EOYMAN
110 CHESAPEAKE RIDGE LN APT 3D
NORTH EAST, MD 21901
HOME:610-470-4378 CONT:N/A
BUS: 302-623-4144 CELL:

PAGE 1

SERVICE ADVISOR: 18225 SABRINA DESTAFNEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLACK	10	FORD ESCAPE	1FMCU9DG6AKC23996		47931/48022	T599

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23APR10 DD			17:30 10DEC12			CASH	19DEC12

R.O. OPENED	READY	OPTIONS:
07:54 10DEC12	12:39 19DEC12	STK:3457 ENG:3.0 Liter 1)CUSTOMER CALLED ON 11/15/2012 REQUESTING FLIGHT RECORDER FLIGHT RECORD 2)NOT AVAILABLE AT THIS TIME

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CHECK FOR INTERMITENT LOSS OF ACCELERATION			
01 ROAD TEST SEVERAL TIMES UNABLE TO DUPLICATE CONCERN			
805 C 0.00		0.00	0.00
**********			
B PERFORM THE WORKS LOF ROTATE TIRE PERFORM MPI TOP FLUIDS			
WORKS PERFORM THE WORKS LOF ROTATE TIRE PERFORM MPI TOP FLUIDS			
3297 C 0.80		39.90	39.90
1 FL*500*S FILTER ASY - OIL	9.76	9.76	9.76
6 5W20 BULK OIL	3.50	3.50	21.00
**********			
C PERFORMED MULTI-POINT INSPECTION			
99P PERFORMED MULTI-POINT INSPECTION			
3297 C 0.00		0.00	0.00
GTIRE TIRES GOOD AT THIS TIME7/32 OR GREATER			
3297 C 0.00		0.00	0.00
GBATT BATTERY GOOD AT THIS TIME			
3297 C 0.00		0.00	0.00
YBK BRAKE LININGS WILL NEED ATTENTION SOON			
3297 C 0.00		0.00	0.00
**********			
D CHECK HISTORY FOR SAME PROBLEM AND COULD NOT DUPLICATE			
SOL SEE OTHER LINE			
3297 C 0.00		0.00	0.00
**********			
CUSTOMER PAY ENVIRO CHARGE FOR REPAIR ORDER			1.25

-27.21 works

$ 46.55

Maryland House Bill 1057
THAT WHILE THE CUSTOMER'S MOTOR VEHICLE IS ON THE PREMISES OF THE AUTOMOTIVE REPAIR FACILITY, THE AUTOMOTIVE REPAIR FACILITY MAY NOT BE RESPONSIBLE FOR DAMAGE TO THE CUSTOMER'S MOTOR VEHICLE UNDER CERTAIN CIRCUMSTANCES, AND THAT THE CUSTOMER SHOULD ASK A REPRESENTATIVE OF THE AUTOMOTIVE REPAIR FACILITY ABOUT THE EXTENT OF ITS RESPONSIBILITY, INCLUDING THE EXTENT OF THE INSURANCE COVERAGE OF THE AUTOMOTIVE REPAIR FACILITY.
Manufacturer Special Policy Adjustment Programs
Federal law requires manufacturers to furnish the National Highway Traffic Safety Administration (N.H.T.S.A.) with bulletins describing any defects in their vehicles. You may obtain copies of these bulletins from either the manufacturer or N.H.T.S.A. In addition, certain consumer publications or organizations publish this information, which may be available for a fee or for free.

ALL PARTS ARE NEW EXCEPT AS NOTED
REPLACED PARTS REQUESTED BY CUSTOMER ☐ YES ☐ NO

HOURS:
Monday - Friday
7:30 AM - 5:30 PM
Saturday
8:00 AM - 1:00 PM

LIMITED WARRANTY
Service/Parts are warranted 12,000 miles or 12 months, whichever occurs first. This warranty does not exclude or modify any other warranty prescribed by law. Labor charges are based on prevailing hourly labor rate - manual schedule.

DESCRIPTION	TOTALS
LABOR AMOUNT	39.90
PARTS AMOUNT	30.76
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	1.25
TOTAL CHARGES	71.91
LESS INSURANCE	0.00
SALES TAX	1.85
PLEASE PAY THIS AMOUNT	~~73.76~~ $ 46.55

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
D

Case ID: 130200360

PE13-003.4 000359LC

Repair Order Detail

RO Number: 551202 RO Status: READY TO POST

Customer: JUSTINE ECKMAN
Phone(s): Contact: (610)470-4378 Main: (610)470-4378
Vehicle: 1FMCU9DG6AKC23996 2010 ESCA BLACK

Customer Copy
Cell:

Mileage: 49,324
Service advisor: 114
Tag number: T678

Payment type: CASH
Promised time: 06:00 PM
Promised date: 01/18/2013

Waiter: No
Estimate: 0.00
Customer Comments: No

A WHILE DRIVING WILL LOOSE POWER NO THROTTLE RESPONCE, TURN OFF BACK ON WILL BE OK; HAS HAPPENED SEVERAL TIMES UNDER ALL TYPES OF DRIVING CONDITIONS

DIAG	W	DIAGNOSIS		0.70	69.95
Tech(s): 78					
AL8Z*3B414*A			0	JOINT AND STUB SHAFT ASY	0.00
AL8Z*3B414*A			0	JOINT AND STUB SHAFT ASY	0.00
DS7Z*9E926*A			1	THROTTLE BODY AND MOTOR ASY	120.18
XT*10*QLVC			0	OIL - AUTOMATIC TRANSMISSION	0.00

Parts: 120.18 Labor: 69.95 Other: 0.00 Total Line A: 190.13

Story: 49324 Test drive vehicle and verify concern. Perform visual inspection. No tsb's or ssm's. Check for codes. P2112 in PCM. Perform PPT DV. DV1-yes. DV3-yes. DV4-yes. DV5-yes 5volts. DV6-no. DV11-no. 874 ohms. Replace throttle body and retest. Concern is fixed.

B Q99P FORD QUICKLANE INSPECTION

Q99P	CQL	Q99P FORD QUICKLANE INSPECTION	0.00	0.00
Tech(s): 78				
GBATT	CQL	BATTERY CHECK OK	0.00	0.00
Tech(s): 78				
YBK	CQL	BRAKES NEED FUTURE ATTN	0.00	0.00
Tech(s): 78				
YTIRE	CQL	FUTURE TIRES NEEDED	0.00	0.00
Tech(s): 78				

Parts: 0.00 Labor: 0.00 Other: 0.00 Total Line B: 0.00

C IF UNABLE TO DUPLICATE - - INSTALL DATA RECORDER

MISC	C	MISC	0.00	0.00
Tech(s): 78				

Parts: 0.00 Labor: 0.00 Other: 0.00 Total Line C: 0.00

D** CUSTOMER STATES:OIL LEAKING FROM UNDER VEHICLE

CS	W	CUSTOMER STATES:		0.00	0.00
Tech(s): 78					
XT*10*QLVC			0	OIL - AUTOMATIC TRANSMISSION	19.74
AL8Z*3B414*A				JOINT AND STUB SHAFT	49.04

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
E

Case ID: 130200360

Repair Order Detail

RO Number: 551202 RO Status: READY TO POST

Customer: [redacted]
Phone(s): Contact: [redacted] Main: ([redacted]
Vehicle: 1FMCU9DG6AK[redacted] 2010 ESCA BLACK

Customer Copy
Cell:

Mileage: 49,324
Service advisor: 114
Tag number: T678

Payment type: CASH
Promised time: 06:00 PM
Promised date: 01/18/2013

Waiter: No
Estimate: 0.00
Customer Comments: No

Parts: 68.78 Labor: 0.00 Other: 0.00 Total Line D: 68.78
Story: 49330 121106B Verify concern. Inspect vehicle for leaks.
Found left side axle seal leaking. Perform TSB 12-11-6.
Replace axle seal, bushing and inboard cv joint. Fill
transmission to proper level and recheck. No leaks.

Customer Pay	
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00

Case ID: 130200360

CUSTOMER #: 4704378

551227

INVOICE

PAGE 1

Brian Hoskins Ford
BlueOval Certified
2601 East Lincoln Highway · Coatesville, PA 19320
(610) 384-4242 · Fax: (610) 384-3751
www.brianhoskinsford.com

[redacted]

LINCOLN UNVI, PA [redacted]
HOME [redacted] CONT:N/A
BUS: CELL:

SERVICE ADVISOR: 114 Michael LaBoy

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	10	FORD ESCAPE	1FMCU9DG6AK[redacted]		49330/49330	T678

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10 DI			18:00 18JAN13		98.00	CASH	18JAN13

R.O. OPENED	READY	OPTIONS:
14:51 18JAN13	14:53 18JAN13	ENG:3.0 Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES:DEDUCTIBLE FOR IN# 551202			
CS CUSTOMER STATES:			
100 CQL 0.00		100.00	100.00

PARTS: 0.00 LABOR: 100.00 OTHER: 0.00 TOTAL LINE A: 100.00

****

Paid MC 106.00
1/19
NP

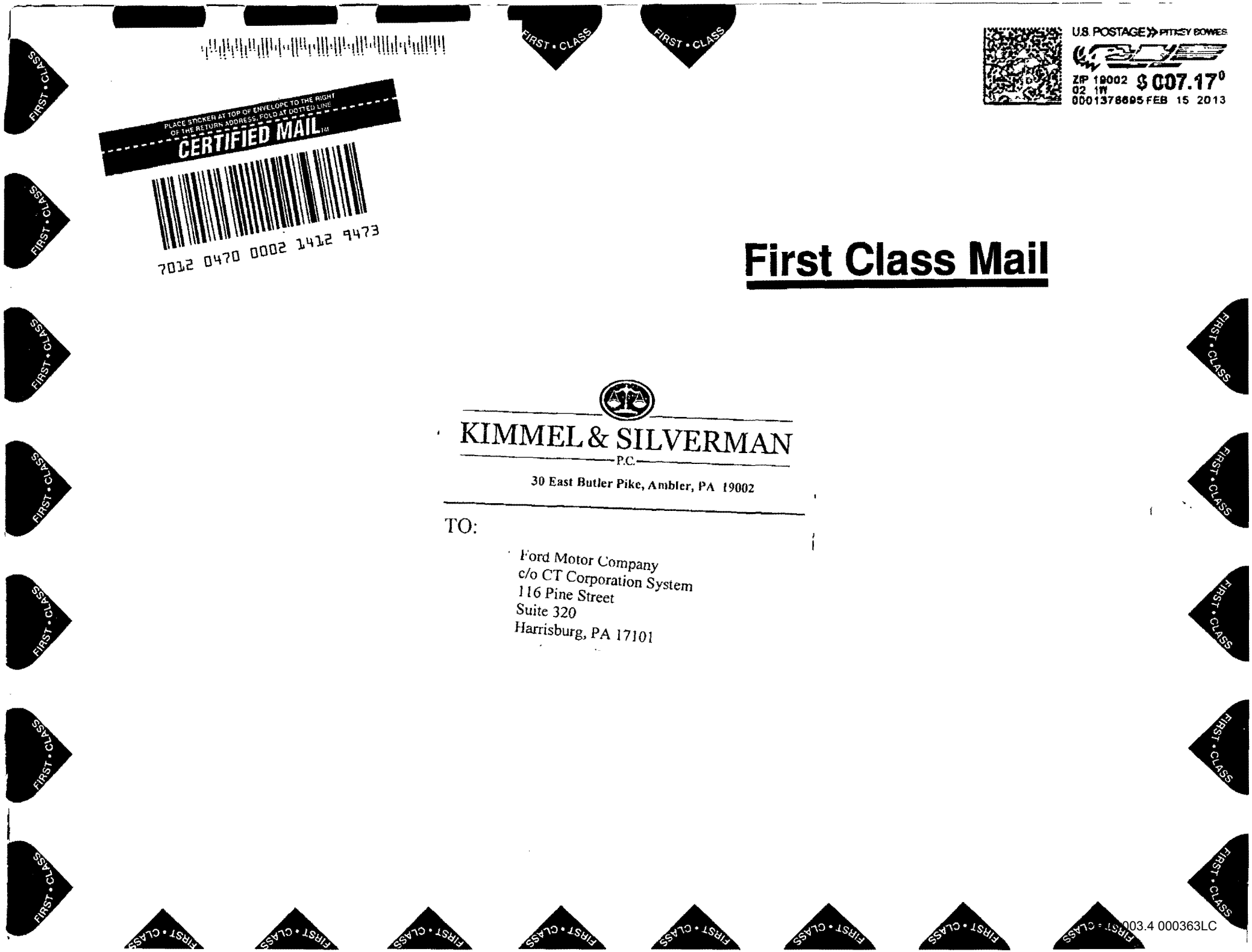
STATEMENT OF DISCLAIMER

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

DESCRIPTION	TOTALS
LABOR AMOUNT	100.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SURLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	100.00
LESS INSURANCE	0.00
SALES TAX	6.00
PLEASE PAY THIS AMOUNT	106.00

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

CUSTOMER SIGNATURE


U.S. POSTAGE PITNEY BOWES
ZIP 19002 $ 007.17
02 1W
0001378695 FEB 15 2013
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL
7012 0470 0002 1412 9473
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
003.4 000363LC

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
1/15/2013	[redacted]	1FMCU9DG6AKC[redacted]	2010 ESCAPE	01
CLOSED	CRC RELATED - SUPERVISOR REQUEST SUBMITTED	1571273202		
1/14/2013	[redacted]	1FMCU9DG6AKC[redacted]	2010 ESCAPE	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	1571273202		

Ford Confidential

VEHICLE DETAIL

VIN:	1FMCU9DG6AK[redacted]	**Engine:**	3.0L 4V OHC V6 DURATEC 230HP
Make:		**Transmission:**	6 SPD AUTO TRANS 6F MID-RANGEA
Model:	ESCAPE	**Paint Code/Color:**	EBONY SOLID C/C
Year:	2010	**Calibration:**	AM71F30A
Pay Load:		**Max Towing Weight:**	
GVWR:	04680	**Axle Ratio:**	
WheelBase:	103	**Warranty Start Date:**	4/23/2010
GCWR:		**Vehicle Build Date:**	2/20/2010
PEP Code:	202A		

Selling Dealers Name: RAMSEY FORD OF ELKTON
Selling Dealers P & A Code: 06645 **Selling Dealers Sales Code:** F27542
Selling Dealers Main Phone: 410-398-3600 **Selling Dealers Service Phone:** --

---

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
U 9 D A K C 2 3 9 9   6 1 0 3 3 7 B   8    2   0 4 B D 9 0 3           J A   E    5 M 6 3 5   6 3

1 2 3 4 5 6 7 8 9 60  1 2 3 4 5 6 7 8 9 70  1 2 3 4 5 6 7 8 9 80  1 2 3 4 5 6 7 8 9 90  1 2 3 4 5 6 7 8 9 100
H N   6    2 Z X    V   S  B B  3 1  6 F 4 7 9 2  0     U A   K H  W 9 4  M 4     B  B G 1

1 2 3 4 5 6 7 8 9 110 1 2 3 4 5 6 7 8 9 120 1 2 3 4 5 6 7 8 9 130 1 2 3 4 5 6 7 8 9 140 1 2 3 4 5 6 7 8 9 150
F M C 6 M 5                2 0 2 A     G 6 P A

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

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU9DG6AK[redacted] **Year:** 2010 **Model:** ESCAPE **Case:** 1571273202
Name: [redacted] **Owner Status:** Original **WSD:** 2010-04-23
Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP **Primary Phone:** [redacted]
Reason Desc: CRC RELATED - SUPERVISOR REQUEST SUBMITTED **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: SUPERVISOR REQUEST LIVE ESCALATION
Dealer: 06645 RAMSEY FORD OF ELKTON **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 1 MI **Comm Type:** PHONE
Analyst Name: DEMARA, MICHELE **Analyst:** MDEMARA
Action Date: 01/15/2013 **Action Time:** 12.24.03.707 **Action Data:** Yes

Comments ******CUST SAID******----VEH CONTINUES TO STALL 7 TIMES IN 7 MONTHS---DEALER CANNOT DUPLICATE PROBLEM---- CUST SAYS WILL BRING THE VEH IN ONE MORE TIME---IF NOT TAKEN CARE OF WILL GET AN ATTORNEY---CUST STATES THIS IS A SAFETY HAZARD-----CUST IS DEMANDING A SUPV TO GET THIS ISSUE RESOLVED-----****DEALER INFO*****-----RAMSEY FORD OF ELKTON560 EAST PULASKI HIGHWAYELKTON, MD 21921(410) 398-3600 ****CRC ADVISED****-----I ADV THAT IS THE BEST COURSE OF ACTION TO TAKE REGARDING THIS AS THE DLRSHPS ARE IN THE BEST POSITION TO TRY AND DIAGNOSE THE ISSUE AND PERFORM A REPAIR IF THEY CAN DETERMINE THE CAUSE OF THE ISSUES ------ TRANSFERED CUST TO SUPV-----

Data Element Name	Data Value
SUPERVISOR'S CDSID:	RBUBLITZ
SUPERVISOR'S NAME:	BUBLITZ (RBUBLITZ),REBECCA

Action: SUPERVISOR REQUEST LIVE CLOSE
Dealer: 06645 RAMSEY FORD OF ELKTON **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 1 MI **Comm Type:** PHONE
Analyst Name: BUBLITZ (RBUBLITZ),REBECCA **Analyst:** RBUBLITZ
Action Date: 01/15/2013 **Action Time:** 12.33.03.981 **Action Data:** No

Comments - CAS REBECCA TAKING LIVE SUPERVISOR ESCALATION FROM MICHELE. - CUSTOMER SAID SHE IS WILLING TO TAKE THE VEHICLE TO THE DEALERSHIP, BUT NEEDS A RENTAL AND HAS BEEN ADVISED BY BOTH DEALER AND FORD THAT IT WILL NOT BE COVERED UNLESS THEY FIND THE PROBLEM TO BE A WARRANTABLE ISSUE. - STALL ISSUE BEGAN 7 MONTHS AGO AND HAS HAPPENED 7 TIMES TOTAL. - THERE IS NO RHYME NOR REASON AND NO SPECIFIC CONDITIONS UNDER WHICH IT HAPPENS. - CAS SUPPORTED CANNOT DETERMINE COVERAGE UNTIL SYMPTOM IS DUPLICATED OR OTHERWISE DIAGNOSED. - CUSTOMER SAID SHE IS HIRING A LEMON LAW LAWYER. - CAS ASKED CUSTOMER IF SHE IS REQUESTING A BUY BACK AND ADVISED THAT I COULD SUBMIT THAT REQUEST FOR HER IF THAT'S WHAT SHE IS SEEKING. - CUSTOMER SAID IT MAKES NO DIFFERENCE BECAUSE AT THIS POINT SHE IS HIRING A LAWYER NO MATTER WHAT. === CAST ESCALATION CLOSED ===

All Action Details for Issue

Print

VIN: 1FMCU9DG6AK[redacted] **Year:** 2010 **Model:** ESCAPE **Case:** 1571273202
Name: [redacted] **Owner Status:** Original **WSD:** 2010-04-23
Symptom Desc: STALL/QUITS ACCELERATION ALL ENGINE TEMP **Primary Phone:** [redacted]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 11/16/2012

Action: TIER ONE OPEN ISSUE
Dealer: 06645 RAMSEY FORD OF ELKTON **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 47000 MI **Comm Type:** PHONE
Analyst Name: DOUST TY **Analyst:** TDOUST
Action Date: 11/15/2012 **Action Time:** 15.52.07.819 **Action Data:** No

Comments ***CUST SAYS***=INTERMITTENT FLAT SPOT ON ACCELERATION & VEH. STALL/QUITS=DLR UNABLE TO DUPLICATE=CUST. FEELS THIS IS A SERIOUS SAFETY ISSUE & WOULD LIKE TO HAVE THE CONCERN INVESTIGATED THOROUGHLY=SEEKING ASSISTANCE FROM FMC TO HAVE VEH. DIAGNOSED & REPAIRED=BEST CONTACT NUMBER: 6104704378***DEALER INFO***RAMSEY FORD OF ELKTON560 EAST PULASKI HIGHWAYELKTON, MD 21921(410) 398-3600 ***CRC ADVISED***(I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU BY CLOSE OF BUSINESS TOMORROW.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 06645 RAMSEY FORD OF ELKTON **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 47000 MI **Comm Type:** OTHER
Analyst Name: HOLLINGTON ,BRIAN **Analyst:** BHOLLI10
Action Date: 11/16/2012 **Action Time:** 15.24.08.685 **Action Data:** No

Comments CASE RESEARCH: LTV = 61(1 NEW) || AWS = FSA 10B15 PERFORMED ON 9/8/10 TO REPROGRAM PCM; DIMMER SWITCH LOOSE ON 3/9/12 - REPLACED; WEATHER STRIP COMING LOOSE ON 3/9/12 - TSB 10-25-04 PERFORMED TO REPLACE || PTS = P'CARE ESP UNTIL 4/23/16 OR 75K MILES; NO TSB'S; NO SSM'S || NHL = NO CONTACT MADE || WSD = 4/23/10; 47000 MILES

Action: CREATE FOLLOW UP
Dealer: 06645 RAMSEY FORD OF ELKTON **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 47000 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER
Analyst Name: HOLLINGTON ,BRIAN **Analyst:** BHOLLI10
Action Date: 11/16/2012 **Action Time:** 17.30.34.613 **Action Data:** Yes

Comments -- CSM BRIAN X77804 . . . -- OBC TO RAMSEY FORD @ (410) 398-3600, ASM JASON . .-- LEFT VM ASKING IF THE VEH HAS BEEN SEEN BY THEM RECENTLY FOR THIS CONCERN . . . *** OBC TO [redacted] @ [redacted] . .-- ADV WHO I AM, MY ROLE, AND THAT I AM CALLING REGARDING THE CONTACT SHE MADE TO THE CRC YESTERDAY ABOUT THE LOSS OF POWER AND STALLING CONCERNS WITH HER ESCAPE .-- CUST STATES SHE BELIEVES THIS MAY BE RELATED TO THE FUEL PUMP BECAUSE WHEN SHE PUSHES ON THE ACCELERATOR THE RPM'S REMAIN AT 0 AND THE ONLY WAY SHE CAN GET THE VEH TO GO AGAIN WOULD BE TO PULL IT OVER TO THE SIDE OF THE ROAD, SHUT IT OFF AND RESTART IT .-- ADV OUR RECORDS DON'T INDICATE SHE HAS BROUGHT THE VEH TO THE DLRSHP RECENTLY AND I WISH TO VERIFY IF THAT IS THE CASE .-- CUST STATES THE LAST TIME THE DLRSHP HAD THE VEH IT WAS SEPTEMBER AND THEY HAD THE VEH FOR A WEEK BUT THEY WEREN'T ABLE TO DUPLICATE THE ISSUE AT THAT TIME .-- CUST STATES WHEN SHE CONTACTED THE CRC SHE WAS TOLD THE DLRSHP MAY BE ABLE TO INSTALL A VDR ON THE VEH TO TRY AND GET A RECORDING OF THIS OCCURANCE AND SHE ASKED THE DLRSHP ABOUT IT THEY STATED A

VDR IS NOT AVAILABLE AT THEIR DLRSHP .-- ADV I WOULD LIKE TO DO SOME RESEARCH ON HER BEHALF TO SEE IF WE CAN ACQUIRE A VDR AND GET BACK TO HER ON 11/19, CUST AGREED AND I PROVIDED THE CASE # AND MY CONTACT INFO SHOULD SHE WISH TO REACH ME

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-19-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 06645 RAMSEY FORD OF ELKTON

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 47000 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: HOLLINGTON ,BRIAN

Analyst: BHOLLI10

Action Date: 11/19/2012

Action Time: 17.21.01.033

Action Data: Yes

Comments -- CSM BRIAN X77804 . . -- IB VM FROM JASON @ RAMSEY FORD @ 5:03PM ON 11/16 . .-- PULLED THE HISTORY ON [redacted], LAST TIME IT WAS THERE WAS 9/17 AND THEY WEREN'T ABLE TO VERIFY THE ISSUE AT THAT TIME .-- CUST DID CALL THEM AND ASKED ABOUT THE VDR WHICH THEY CURRENTLY HAVE IN ANOTHER VEHICLE .-- ADV I CAN CALL HIM BACK IF NEED BE @ 410-398-3600 . . .*** OBC TO RAMSEY FORD @ (410) 398-3600, ASM JASON . .-- ASKING WHEN THEY THINK THE VDR MIGHT BE AVAILABLE FOR THIS CUSTOMER .-- JASON ADV THE VDR IS CURRENTLY IN USE AND THEY DON'T HAVE AN ETA FOR WHEN IT MIGHT BE BROUGHT BACK TO THEM .-- ADV I WOULD CONTACT THE CUSTOMER AND LET HER KNOW WE DON'T HAVE A VDR AVAILABLE YET, JASON AGREED . . .*** OBC TO [redacted] @[redacted]&[redacted] . .-- NO ANSWER, LEFT VM ADV I HAVE SPOKEN TO THE TEAM AT RAMSEY WHO DOES HAVE A VDR BUT IT IS NOT CURRENTLY AVAILABLE AS ITS CURRENTLY IN ANOTHER VEHICLE AND WE DON'T KNOW WHEN IT WILL BE RETURNED .-- ADV I WILL CALL BACK WHEN I RETURN TO THE OFFICE FROM VACATION ON 11/28 WITH THE NEXT STEPS AND PROVIDED THE CASE # AND MY CONTACT INFO SHOULD SHE WISH TO TRY AND REACH ME SOONER

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-28-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 06645 RAMSEY FORD OF ELKTON

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 47000 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: HOLLINGTON ,BRIAN

Analyst: BHOLLI10

Action Date: 11/28/2012

Action Time: 13.01.14.914

Action Data: Yes

Comments -- CSM BRIAN X77804 . . -- OBC TO RAMSEY FORD @ (410) 398-3600, PSD SABRINA . .-- ASKING ABOUT THE AVAILABILITY OF THE VDR AT THEIR DLRSHP .-- SABRINA ADV THEY ARE NOT EXPECTING TO HAVE THE TOOL AVAILABLE FOR A COUPLE OF MONTHS BECAUSE THERE ARE SEVERAL OTHER VEH'S THAT HAVE IT SCHEDULED AHEAD OF HER .-- ADV I WILL CONTACT THE CUSTOMER AND LET HER KNOW, SABRINA AGREED . . .*** OBC TO [redacted] @[redacted] &[redacted] . .-- NO ANSWER, LEFT VM ADV I HAVE SPOKEN TO THE DLRSHP ABOUT THE VDR AVAILABILITY AND THEY HAVE TOLD ME THE TOOL WON'T BE AVAILABLE FOR A COUPLE OF MONTHS .-- ADV IF SHE WISHES TO TRY AND GET THE VEH LOOKED AT BY ANOTHER DLRSHP I WOULD BE HAPPY TO WORK WITH HER TO SEE WHAT CAN BE DONE TO GET THAT ACCOMPLISHED .-- ADV I WOULD CALL BACK 12/3 AND PROVIDED MY CONTACT INFO AND CASE # SHOULD THEY WISH TO REACH ME SOONER

Data Element Name	Data Value

DATE OF FOLLOW UP:	12-03-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 06645 RAMSEY FORD OF ELKTON

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 47000 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: HOLLINGTON ,BRIAN

Analyst: BHOLLI10

Action Date: 12/03/2012

Action Time: 12.15.59.878

Action Data: Yes

Comments --- CSM BRIAN X77804 . . --- OBC TO [redacted] @ [redacted] & [redacted] . .--- NO ANSWER, LEFT VM ADV I AM CALLING BACK ABOUT THE NEXT STEPS IN TRYING TO VERIFY THE INTERMITTENT LOSS OF POWER AND STALLING WITH THEIR ESCAPE .-- ADV I WOULD CALL BACK 12/5 AND PROVIDED MY CONTACT INFO AND CASE # SHOULD THEY WISH TO REACH ME SOONER

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-05-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 06645 RAMSEY FORD OF ELKTON

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 47000 MI

Comm Type: PHONE

Analyst Name: HOLLINGTON ,BRIAN

Analyst: BHOLLI10

Action Date: 12/06/2012

Action Time: 12.36.29.862

Action Data: Yes

Comments --- CSM BRIAN X77804 . . --- IBC FROM [redacted] . . .-- CUST CALLING FOR AN UPDATE TO THE STATUS OF THEIR CASE AND THE POSSIBILITY OF GETTING THE VEH DIAGNOSED .-- ADV THE VDR IS USED ON A FIRST COME, FIRST SERVED BASIS AND THEY HAVE A LINE OF VEH'S IN FRONT OF THEM FOR THE TOOL .-- CUST ASKING IF SHE CAN BRING THE VEH TO ANOTHER DLRSHP WHO MAY BE ABLE TO DIAG HER VEH .-- ADV IF SHE WISHES TO GET THE VEH LOOKED AT BY PORTER FORD OR ANOTHER DLRSHP INSTEAD I CAN TRANSFER THE CASE TO THEM AND LET THEIR CSM KNOW TO ADDRESS IT .-- CUST STATES THEY MAY BE ABLE TO GET THE VEH INTO GARNET FORD IN CHADDS FORD PA IF THEY HAVE A VDR AVAILABLE .-- ADV I WOULD LOOK INTO THAT AND GET BACK TO HER BY COB 12/4 AT THE LATEST, CUST AGREED . . .*** OB EMAIL TO CSM SALLY . . .-- ASKING IF SHE WOULD BE ABLE TO CONTACT HER DLR TO CHECK ON THE AVAILABILITY OF A VDR . . . *** IB EMAIL FROM CSM SALLY . . .-- ADV NEITHER OF THESE DLRS HAVE A VDR AVAILABLE . . .*** OB EMAIL TO ZM KAREN . . .-- ASKING IF SHE MAY BE ABLE TO LOCATE THIS TOOL TO ASSIST THE DLR IN FINDING THIS ISSUE

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-06-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 06645 RAMSEY FORD OF ELKTON

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 47000 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: HOLLINGTON ,BRIAN

Analyst: BHOLLI10

Action Date: 12/06/2012

Action Time: 14.13.51.313

Action Data: Yes

Comments --- CSM BRIAN X77804 . . --- OBC TO AL PACKER'S FORD @ (443) 777-5000, ASM BILLY . . .-- ASKING IF THEY HAVE A VDR AVAILABLE TO PUT IN A VEH WITH AN INTERMITTENT ISSUE .-- BILLY ADV THEY DO HAVE ONE AVAILABLE AND WOULD BE HAPPY TO USE IT FOR A CUSTOMER .-- ADV I WOULD CONTACT THE CUSTOMER TO

LET HER KNOW, BILLY AGREED . . .*** IBC FROM [redacted] . . .-- CUST STATES SHE IS HAVING A NEW ISSUE WITH THE VEHICLE WHERE WHEN SHE TRIED TO START IT THIS MORNING AND IT WOULDN'T AFTER SEVERAL ATTEMPTS .-- ADV WE HAVE SPOKEN TO SEVERAL DEALERSHIPS IN THE AREA AND ONLY ONE HAS A VDR THAT IS READILY AVAILABLE BUT THEY ARE IN MIDDLE RIVER AND I WISHED TO SEE IF SHE WOULD BE WILLING TO BRING HER VEHICLE TO THEM .-- CUST STATES THAT IS A WAYS FOR THEM TO DRIVE AND SHE DOESN'T FEEL LIKE SHE COULD MAKE THAT TRIP SEVERAL TIMES .-- ADV HOW THE PROCESS OF GETTING A VDR WORKS AND THAT SHE WOULD ONLY HAVE TO MAKE TWO TRIPS TO THE DLRSHP TO GET IT INSTALLED AND AGAIN IN ABOUT TWO WEEKS TO GET THE DATA REMOVED FROM IT .-- CUST STATES SHE WISHES TO STAY IN HER AREA AND IS GOING TO CALL RAMSEY TO TRY AND SET AN APPT TO HAVE THE VEH LOOKED AT FOR THE NEW SYMPTOM THAT OCCURRED TODAY .-- ADV I WILL F/U WITH HER AGAIN ON 12/11 AS WE CONTINUE TO TRY AND LOCATE A VDR FOR THEM, CUST AGREED

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-11-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 06645 RAMSEY FORD OF ELKTON

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 47000 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: HOLLINGTON ,BRIAN

Analyst: BHOLLI10

Action Date: 12/11/2012

Action Time: 17.31.45.575

Action Data: Yes

Comments -- CSM BRIAN X77804 . . -- OBC TO RAMSEY FORD @ (410) 398-3600, ASM JASON . .-- ASKING IF THE CUST BROUGHT THE VEH BACK FOR THE NO START CONCERNS THAT WERE OCCURRING WITH IT .-- JASON ADV THE VEH WAS BROUGHT YESTERDAY AND THEY HAVE TESTED IT SEVERAL TIMES BUT THEY COULDN'T GET ANY OF THE CONCERNS TO OCCUR .-- JASON ADV THEY ARE WILLING TO KEEP THE VEH ONE MORE DAY TO CONTINUE TESTING THE VEH .-- ADV I WOULD LIKE TO CONTACT THE CUST, SUGGEST SHE TRY AND GET THE SYMPTOMS TO OCCUR WHILE RIDING WITH A TECH, JASON AGREED . . .*** OBC TO [redacted] . .-- RECORDING STATING MAILBOX IS FULL AND NO MESSAGES CAN BE LEFT, RESETTING F/U

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-12-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 06645 RAMSEY FORD OF ELKTON

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 47000 MI

Comm Type: PHONE

Analyst Name: HOLLINGTON ,BRIAN

Analyst: BHOLLI10

Action Date: 12/12/2012

Action Time: 18.15.35.455

Action Data: Yes

Comments -- CSM BRIAN X77804 . . -- IB VM FROM [redacted] @ 12:18PM . .-- CALLING BACK TO LET ME KNOW THE VEH WAS DROPPED OFF AT THE DLRSHP ON MONDAY DUE TO THE VEH NOT STARTING FOR A TIME THEN IT RESOLVED ITSELF .-- CALLING TO HAVE THIS SYMPTOM ADDED TO THE LIST .-- RESETTING F/U TO SPEAK TO THE DLRSHP ABOUT POSSIBLE REPAIRS

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-13-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 06645 RAMSEY FORD OF ELKTON

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 47000 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: HOLLINGTON ,BRIAN

Analyst: BHOLLI10

Action Date: 12/13/2012

Action Time: 16.45.48.956

Action Data: Yes

Comments -- CSM BRIAN X77804 . . -- OBC TO RAMSEY FORD @ (410) 398-3600, ASM JASON . .-- ASKING IF THEY HAVE BEEN ABLE TO DUPLICATE THE CONCERN OR IF THE CUST HAS BEEN ABLE TO RETURN TO RIDE WITH THE TECH .-- JASON ADV HE SPOKE TO THE CUSTOMER YESTERDAY TO GET PERMISSION TO DRIVE THE VEH HOME WHICH SHE APPROVED AND THEY WEREN'T ABLE TO DUPLICATE THE CONDITION THEN EITHER .-- ADV I WILL CONTACT THE CUSTOMER TO SUGGEST HER RIDING WITH A TECH, JASON AGREED . . .*** OBC TO MRS. [redacted]@[redacted] . .-- ADV I HAVE SPOKEN TO THE DLRSHP WHO LET ME KNOW SHE PERMITTED A TECH DRIVE HER ESCAPE HOME LAST NIGHT BUT THEY COULDN'T GET ANY OF THE SYMPTOMS TO OCCUR EITHER .-- CUST STATES SHE IS FRUSTRATED WITH THE LACK OF SYMPTOMS OCCURRING IN THE VEH AS WELL .-- ADV THE ONLY OTHER THING WE CAN SUGGEST IS FOR HER TO TAKE A TECH FOR A ROAD TEST IN THE VEH TO TRY AND GET THE CONCERNS TO DUPLICATE SO THEY CAN VERIFY IT .-- CUST STATES SHE HAS TRIED TO GET THE SYMPTOMS TO OCCUR IN THE VEH HERSELF BUT SHE CAN'T GET IT TO HAPPEN EITHER BUT SHE WOULD BE WILLING TO TRY IT .-- CUST STATES SHE WORKS A LOT FOR THE NEXT COUPLE OF WEEKS BUT HER HUSBAND, DREW, MIGHT BE ABLE TO DRIVE THE VEHICLE FOR THEM AND SHE WILL HAVE HIM CALL THE DLRSHP TO SET THAT UP .-- CUST STATES THE DLRSHP CAN KEEP THE VEH FOR ANOTHER 5 DAYS BUT THEY ARE CONCERNED WITH THE VEH THEY ARE BORROWING NOT HAVING FULL INSURANCE .-- ADV I WOULD CALL AGAIN ON 12/18 AND ADV IF ANYTHING ELSE COMES UP BEFORE THEN SHE CAN CALL ME, CUST AGREED

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-18-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 06645 RAMSEY FORD OF ELKTON

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 47000 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name: HOLLINGTON ,BRIAN

Analyst: BHOLLI10

Action Date: 12/18/2012

Action Time: 17.53.28.617

Action Data: Yes

Comments -- CSM BRIAN X77804 . . -- OBC TO RAMSEY FORD @ (410) 398-3600, ASM JASON . .-- ASKING IF THE CUST SET UP AN APPT WITH THEM OR BROUGHT THE VEH IN TO RIDE WITH A TECH .-- JASON ADV THE VEH IS THERE AND THEY ARE STILL UNABLE TO DUPLICATE THE ISSUES WITH THE VEH AND THE CUST HAS NOT BEEN ABLE TO COME BY EITHER .-- JASON STATES HE WILL CALL THE CUSTOMER TO TRY AND SET THAT UP FOR THEM .-- ADV I WILL CALL THEM LATER TO ENSURE THAT WAS DONE, JASON AGREED . . .*** OBC TO MRS. [redacted] . .-- NO ANSWER, LEFT VM ADV I HAVE SPOKEN TO THE DLRSHP WHO IS STILL UNABLE TO DUPLICATE THE CONCERNS AND JASON STATED HE WAS GOING TO CALL AND TRY TO SET UP AN APPT TO HAVE HER OR HER HUSBAND RIDE WITH THEM SO I WISHED TO SEE IF HE WAS ABLE TO GET THAT DONE .-- ADV I WOULD CALL BACK 12/20 AND PROVIDED MY CONTACT INFO AND CASE # SHOULD THEY WISH TO REACH ME SOONER

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-20-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Origin Desc: CUSTOMER CARE

Dealer: 06645 RAMSEY FORD OF ELKTON SOLUTIONS TEAM

Odometer: 47000 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER

Analyst Name: HOLLINGTON ,BRIAN **Analyst:** BHOLLI10

Action Date: 12/20/2012 **Action Time:** 17.01.48.641 **Action Data:** Yes

Comments 12/19 -- CSM BRIAN X77804 . . -- IB VM FROM [redacted] @ 12:13PM . .-- CALLING BACK TO LET ME KNOW THEY ARE PICKING UP THE VEH TODAY EVEN THOUGH THE DLRSHP WAS UNABLE TO DUPLICATE THE ISSUES .-- CUST REQUESTING I EMAIL HER COPIES OF THE CONVERSATIONS WE HAVE HAD FOR HER RECORDS AND IS REQUESTING A CALLBACK @[redacted]3 . . .***12/20*** OBC TO [redacted] @ [redacted] . .-- NO ANSWER, LEFT VM ADV I AM RETURNING HER CALL FROM EARLIER ABOUT THE DLRSHP STILL NOT BEING ABLE TO DUPLICATE THE CONCERNS SHE HAS BEEN HAVING .-- ADV I WOULD CALL BACK 12/24 AND PROVIDED MY CONTACT INFO AND CASE # SHOULD THEY WISH TO REACH ME SOONER

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-24-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 06645 RAMSEY FORD OF ELKTON **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

Odometer: 47000 MI **Comm Type:** OUTBOUND CALL TO CUSTOMER

Analyst Name: HOLLINGTON ,BRIAN **Analyst:** BHOLLI10

Action Date: 12/24/2012 **Action Time:** 13.43.33.933 **Action Data:** Yes

Comments -- CSM BRIAN X77804 . . -- OBC TO [redacted] & 302-623-4144 . .-- NO ANSWER, LEFT VM ADV I AM CALLING HER BACK AT HER REQUEST FROM THE VM SHE LEFT FOR ME LAST WEEK ABOUT HER ESCAPE AND THE DLRSHP NOT BEING ABLE TO DUPLICATE THE CONCERNS TO DATE AND HER REQUEST FOR COPIES OF OUR CONVERSATIONS .-- ADV THE CONVERSATIONS WE HAVE HAD ARE RECORDED AND DOCUMENTED IN THE FORD SYSTEMS AND ARE PROPRIETARY TO FMC SO THEY CANNOT BE SENT TO HER .-- I ADV IF SHE STILL WISHES TO DISCUSS THIS CASE SHE IS WELCOME TO CALL ME BACK AND PROVIDED THE CASE # AND MY CONTACT INFO SHOULD SHE WISH TO REACH ME .-- RESETTING F/U AWAITING CALLBACK FROM CUST BEFORE CLOSING CASE

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-31-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN ADDRESSED
Dealer: 06645 RAMSEY FORD OF ELKTON **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 47000 MI **Comm Type:** OTHER
Analyst Name: HOLLINGTON ,BRIAN **Analyst:** BHOLLI10
Action Date: 12/31/2012 **Action Time:** 10.45.39.233 **Action Data:** Yes

Comments -- CSM BRIAN X77804 . . . -- CUST HAS NOT REACHED OUT TO ME OR THE DLRSHP .-- NO FURTHER ACTION NEEDED AT THIS TIME, CSM CLOSING CASE AND WILL OPEN A NEW ONE SHOULD CUSTOMER CALL BACK

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	53
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N

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

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 06645 RAMSEY FORD OF ELKTON **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 47000 MI **Comm Type:** PHONE
Analyst Name: HOLLINGTON ,BRIAN **Analyst:** BHOLLI10
Action Date: 01/14/2013 **Action Time:** 12.55.23.540 **Action Data:** No

Comments -- CSM BRIAN X77804 . . . -- IBC FROM [redacted] . . .-- CUST STATES THE VEH STALLED OUT ON HER WHILE SHE WAS DRIVING ON A BACK ROAD SO THEY GOT A VIDEO OF THE WRENCH LIGHT ON, HER HUSBAND TRYING TO ACCELERATE AND THE ENGINE NOT RESPONDING .-- CUST ASKING IF THE VIDEO IS SOMETHING THAT WILL ALLOW THE DLRSHP TO REPAIR HER VEH AS IT SHOWS THE SYMPTOMS OCCURRING .-- I ADV THAT WON'T ALLOW OUR TECHS TO KNOW WHAT IS GOING ON IN THE VEHICLE OR WHAT IS CAUSING THE ISSUE SO THE VIDEO CAN'T BE USED AS A DIAGNOSTIC TOOL .-- CUST STATES SHE IS GOING TO POST THE VIDEO ONLINE AS SHE FEELS THIS IS A SAFETY CONCERN AND SHE MAY CONSIDER CONTACTING AN ATTORNEY .-- I SUGGESTED SHE BRING THE VEH BACK TO THE DLRSHP TO TRY AND ALLOW THEM TO TRY AND GET THIS ISSUE TO OCCUR SO THEY CAN TRY AND REPAIR THE VEH .-- CUST STATES SHE DOESN'T FEEL THAT WILL YIELD ANY RESULTS AND SHE HAS NO INTEREST IN BRINGING IT BACK IN AS THE DLRSHP WASN'T ABLE TO GET THIS TO OCCUR IN THE 10+ DAYS THEY HAD IT BEFORE .-- I ADV THAT IS THE BEST COURSE OF ACTION TO TAKE REGARDING THIS AS THE DLRSHPS ARE IN THE BEST POSITION TO TRY AND DIAGNOSE THE ISSUE AND PERFORM A REPAIR IF THEY CAN DETERMINE THE CAUSE OF THE ISSUES .-- CUST STATES SHE FEELS AS IF FMC DOESN'T CARE ABOUT HER OR HER SAFETY AND WE WILL BE HEARING FROM SOMEONE OTHER THAN HER IN A COUPLE OF WEEKS

Ford Confidential

[redacted]

CA

LAW OFFICES OF
BARRY L. EDZANT
ATTORNEY AT LAW

CONSUMER AFFAIRS
SECTION

'13 JUN -1 P12:40

25124 SPRINGFIELD COURT
SUITE 250
VALENCIA, CALIFORNIA 91355

TELEPHONE (661) 222-9929
FACSIMILE (661) 284-1811

BarryE@valencialaw.com

May 29, 2013

The Ford Customer Assistance Center
c/o The Ford Motor Co.
16800 Executive Plaza Dr.
Dearborn, MI 48121

Sent by Certified Mail/Return Receipt

Sunrise Ford
5500 Lankershim Boulevard
North Hollywood, CA 91601

Sent by Certified Mail/Return Receipt

Re: [redacted] v. Ford Motor Company
VIN: 1FMCUOJ95DU[redacted]

To Whom It May Concern:

This letter is to inform you that we have been retained by [redacted] to represent her in a case against Ford Motor Company and Sunrise Ford arising out of the purchase of a defective 2013 Ford Escape from Sunrise Ford on December 9, 2012.

With this letter, we enclosed a copy of the Notice of Rescission of Contract, Rejection and/or Revocation of Acceptance of the vehicle. Pursuant to our client's rights under the Commercial Code, our client will be holding the vehicle to protect her secured interest in the vehicle until Ford Motor Company and Sunrise Ford return all monies paid by our client and to compensate her for incidental and consequential damages, attorney's fees, costs and expenses.

You are specifically instructed not to contact [redacted]. We suggest that you present this letter along with the attached Notice of Rescission of Contract, Rejection and/or Revocation of Acceptance of the Vehicle to your attorney for review and have him or her contact us so that we can determine whether we can resolve this matter or whether it will be necessary to file a complaint.

Should you have any questions regarding the above, please do not hesitate to contact the undersigned.

Very truly yours,

LAW OFFICES BARRY L. EDZANT

By _____
BARRY L. EDZANT, Esq.

BLE/sma
Enclosures
cc: [redacted]

LAW OFFICES OF
BARRY L. EDZANT
ATTORNEY AT LAW

25124 SPRINGFIELD COURT
SUITE 250
VALENCIA, CALIFORNIA 91355

TELEPHONE (661) 222-9929
FACSIMILE (661) 284-1811

BarryE@valencialaw.com

NOTICE OF RESCISSION OF CONTRACT, REJECTION AND/OR REVOCATION OF ACCEPTANCE OF VEHICLE

I.

Notice is hereby given that [redacted] rescinds that certain purchase agreement signed by her on December 9, 2012 at Sunrise Ford, an authorized Ford Motor Company dealership in North Hollywood, California, by the terms of which [redacted] entered into the purchase of a new 2013 Ford Escape, identification number is 1FMCUOJ95DU[redacted] The price was $43,924.20. A copy of the purchase agreement is attached hereto as Exhibit "A."

II.

[redacted] hereby exercises her right to revoke acceptance of this vehicle, particularly the 2013 Ford Escape.

III.

The grounds for rescission of the contract and revocation of acceptance of the vehicle are as follows:

A. VIOLATION OF THE PURCHASE/REPLACE PROVISIONS OF THE SONG BEVERLY CONSUMER WARRANTY ACT

Since the date of purchase, the vehicle has been in for repair an unreasonable number of times due to defective conditions in the vehicle. Such conditions substantially impair the use, safety, and value of the vehicle. Sunrise Ford and Ford Motor Company and their representatives have been unable to repair the defects and have refused to replace the vehicle or refund to [redacted] the money paid for the vehicle pursuant to **Civil Code §1793.2**. As a result, the consideration received by [redacted] under the contract has failed in whole or material part through the fault of Sunrise Ford and Ford Motor Company.

[redacted] entered into the contract under the mistaken belief that the vehicle was free from defects and was in a fit and merchantable condition. In fact, the vehicle was defective, unfit for use and in an unmerchantable condition at the time of purchase. Had [redacted] known the true condition of the vehicle, she would not have entered into the contract.

B. **STATUTORY VIOLATIONS - SALE OF AN UNSAFE VEHICLE**

At the time of the purchase of the subject vehicle to [redacted], Sunrise Ford represented that the vehicle was in a safe condition to operate on public roads when it was not. Such misrepresentation is in violation of **Vehicle Code §24007**.

C. **VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT**

At the time of [redacted] purchase of the subject vehicle, Sunrise Ford violated the provisions of the Consumer Legal Remedies Act by:

1. Misrepresenting the source, sponsorship, approval, or certification of goods or services (**Civil Code §1770(a)(2)**;
2. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities which they do not have (**Civil Code §1770(a)(5)**;
3. Representing that goods are original or new if they have deteriorated unreasonably or are altered, reconditioned, reclaimed, used or secondhand (**Civil Code §1770(a)(6)**;
4. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another (**Civil Code §1770(a)(7)**;
5. Advertising goods or services with intent not to sell them as advertised **Civil Code §1770(a)(9)**;
6. Representing that a transaction confers rights, remedies, or obligations which it does not have or involve, or which are prohibited by law (**Civil Code §1770(a)(14)**;
7. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not (**Civil Code §1770(a)(16)**;
8. Misrepresenting the authority of a salesperson, representative, or agent to negotiate the final terms of a transaction with a consumer (**Civil Code §1770(a)(18)**;
9. Inserting an unconscionable provision in the contract (**Civil Code §1770(a)(19)**;

D. **VIOLATION OF BUSINESS AND PROFESSIONS CODE §17200**

At the time [redacted] purchased the subject vehicle, Ford Motor Company and

Sunrise Ford violated **Business and Professions Code §17200 and 17500** when they engaged in the above mentioned unlawful acts. Such unfair and deceptive practices herein described present a continuing threat to members of the public.

IV.

Based upon the facts and circumstances, the vehicle has failed in material respects to comply with the representations made by Ford Motor Company and its representatives at Sunrise Ford and justifies [redacted] revoking acceptance of the contract.

V.

The public interest will be prejudiced in permitting this contract to stand, insofar as it was obtained by mistake and/or fraud or mistake of fact, and therefore the contract should be rescinded.

VI.

[redacted] hereby rescinds the contract, and bases her rescission on the above items as set forth in **California Civil Code §1689**. The revocation of acceptance is made pursuant to **California Commercial Code §2608**.

VII.

[redacted], with this Notice of Rescission, Rejection and/or Revocation of Acceptance, hereby tenders to Ford Motor Company and Sunrise Ford the 2013 Ford Escape. Demand is hereby made that Ford Motor Company and Sunrise Ford refund to [redacted] the entire purchase price, finance charges, incidental and consequential damages, civil penalties, attorney's fees, costs and expenses.

In the event that this Notice of Rescission is not accepted within thirty (30) days of the terms and conditions set forth herein, Jennifer Edick hereby gives notice that thereafter the vehicle may be sold. **Commercial Code §2706**.

Dated: May 29, 2013

LAW OFFICES OF BARRY L. EDZANT

By

BARRY L. EDZANT, Esq.
Attorneys for [redacted]

6114455

140120

Power Ford Valencia
23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]

WORKORDER

VALENCIA, CA [redacted]

PAGE 1

SMOG STATION ☐

QC Quality Care

HOME [redacted] CONT [redacted]

ARD 192643 EPA #CAD981637408

BUS: CELL:

SERVICE ADVISOR: 9151 REYES,MARVIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	13	FORD ESCAPE	1FMCU0J95DU[redacted]		2650/	T6648

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			19:00 02FEB13			CASH	

R.O. OPENED	READY	OPTIONS: DLR:01864 ENG:2.0_Liter
02FEB2013 09:49		

LINE	OP CODE	TECH...	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A				CUSTS STATES RUSN ROUGH ALSO ENGINE FUALT WARNING LIGHT COMES ON
	10		WF	DRIVEABILITY
# B				DEALER OFFERED AND CUSTOMER APPROVED TIRE PRESSURE CHECK AND INFLATE SERVICE
	TPC		IFEPS	

I hereby authorize the repair work therein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume or authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsibile for loss or damge to the above vehicle, or articles left therein; in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspectng such vehicle.

PRELIMINARY ESTIMATE $ 0.00

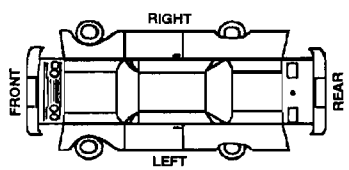
AUTHORIZED BY X

Revised Estimate Parts _____ Labor _____ Totals _____ Phone # _____
Date _____ Time _____ FAX # _____ BY _____
Revision Details _____ E-mail _____
In Person _____

Revised Estimate Parts _____ Labor _____ Totals _____ Phone # _____
Date _____ Time _____ FAX # _____ BY _____
Revision Details _____ E-mail _____
In Person _____

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

No Major Damage X_____
Some Light Scratches X_____
Scratches Throughout X_____
Scratches and Dings Throughout X_____
Major Damage X_____
Unable to determine condition of body X_____



Notice to Consumer: Please read important information on back.

Copyright 2000 ADP, Inc. SERVICE WORKORDER #2 XSW2C

CUSTOMER COPY

CUSTOMER #: 6114455

140120

INVOICE

Power O. Ford Valencia
23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]

VALENCIA, CA [redacted]

PAGE 1

SMOG STATION ☐

QC Quality Care

HOME: [redacted] CONT: [redacted]

ARD 192643 EPA #CAD981637408

BUS: CELL:

SERVICE ADVISOR: 9151 MARVIN REYES

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	13	FORD ESCAPE	1FMCU0J95DU[redacted]	[redacted]	2650/2650	T6648

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			19:00 02FEB13			CASH	02FEB13

R.O. OPENED	READY	OPTIONS:
09:49 02FEB13	10:54 02FEB13	DLR:01864 ENG:2.0_Liter

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTS STATES RUSN ROUGH ALSO ENGINE FUALT WARNING LIGHT COMES ON
CAUSE: X
10 DRIVEABILITY
9167IFEPS (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
2650 PERFORMED EEC TEST NO DTC'S PREFORMED ROAD TEST ,DATA LOGGER
TO MONITER PID DATA NO ABNORMAL CONDITIONS FOUND UNABLE TO VERIFY CUST.
CORCERN.

****

B DEALER OFFERED AND CUSTOMER APPROVED TIRE PRESSURE CHECK AND INFLATE
SERVICE
CAUSE: TIRE PRESSURE CHECK PER MANUFACTURER'S SPECIFIACTIONS
TPC DEALER OFFERED AND CUSTOMER APPROVED TIRE
PRESSURE CHECK AND INFLATE SERVICE
9167IFEPS (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
2650 36 PSI

****

EST: 0.00 02FEB13 09:49 SA: 9151

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 6:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $
AUTHORIZED ADD'L REPAIRS $ — ADD'L REPAIRS OK'D BY — IN PERSON / PHONED
AUTHORIZED ADD'L REPAIRS $ — DRIVER'S LIC. NO. OR I.D.
TOTAL $ — DATE — TIME

ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

SIGNATURE X_____ DATE_____

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF:
X

SERVICE INSTALLED PARTS
ACCRUED MILEAGE | ORIGINAL R.O. No.

PROGRAM CODE(S) 1 2 3 | APPROVAL CODES | COMMITMENT CODE

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

THIS FORM IS AN ITEMIZED LIST OF REPAIRS AND IS PART OF A REPAIR ORDER. THIS REPAIR ORDER CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.

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

Notice to Consumer: Please read important information on back.

CUSTOMER COPY

SUNRISE FORD

Where Integrity Has Meaning

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

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

CUSTOMER #: M31114T
UNIT# M31114T

390767

INVOICE

PAGE 2

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

SERVICE ADVISOR: 6197 GARY TAYLOR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE PLAT	13	FORD ESCAPE	1FMCU0J95DU[redacted]		3389/3389	T2642

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09DEC12 DD			17:00 26FEB13		99.50	CASH	26FEB13

R.O. OPENED	READY	OPTIONS:
13:31 15FEB13	08:55 26FEB13	STK:M31114T 1)OAR# 252-453-423

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

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

****

D** CUSTOMER STATES: PERFORM CAMPAIGN 12A04
CAUSE: PERFORMED RECALL, REPROGRAMED APIM.
S10 MISC. QUICK SERVICE-A/C ELECTRICAL-TRIM
2874 W95 0.30 (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
8351
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

3389 12A04C 0.30 PERFORMED RECALL, REPROGRAMED APIM.

****

E** CHECKED AND OK
GBK CHECKED AND OK
999 INC 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

****

F** CHECKED AND OK
GTIRE CHECKED AND OK
999 INC 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

****

G** BATTERY CHECK GOOD
GBATT BATTERY CHECK GOOD
999 INC 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

****

WE APPRECIATE YOUR BUSINESS

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

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

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

STOP BY AND SEE US FOR YOUR REGULAR SERVICE MAINTENANCE.

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

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

ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

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

Notice to Consumer: Please read important information on back.

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

CUSTOMER COPY

VEHICLE REPORT CARD

FORD SERVICE

MULTI-POINT INSPECTION AS RECOMMENDED BY FORD MOTOR COMPANY

Date: _____ RO/Tag #: _____

Name: _____

Email: _____

Year/Make/Model: _____

VIN #: _____ Plate #: _____

Odometer: _____ Inspect. Month: _____

Owner Advantage Rewards® #: _____ Service Balance: _____

Ford Extended Service Plan: ☐ YES ☐ NO

SYNC® VHR Activation: ☐ YES ☐ NO ☐ N/A

LEGEND ∅ May contribute to vehicle efficiency and promote a greener environment

■ Checked and OK at this time ☐ May require future attention ■ Requires immediate attention

SCHEDULED MAINTENANCE ITEMS*

DUE	SERVICED	DUE	SERVICED
☐ THE WORKS FUEL SAVER PACKAGE	☐	☐ Engine Air Filter ∅	☐
☐ Oil Change & Filter ∅	☐	☐ Engine Coolant	☐
☐ Tire Rotation ∅	☐	☐ Transmission Fluid &/or Filter	☐
☐ Multi-Point Inspection	☐	☐ Cabin Air Filter ∅	☐
☐ Fuel Filter	☐	☐ Spark Plugs ∅	☐
☐ _____ K Scheduled Maintenance			☐

*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owner's Manual or visit FordOwner.com for vehicle-specific maintenance requirements.

FLUID LEVELS

	SERVICED
■ ■ Oil and/or fluid leaks	☐

OK	FILL		OK	FILL		OK	FILL	
☐	☐	Engine Oil	☐	☐	Power Steering	☐	☐	Transmission (if equipped with dipstick)
☐	☐	Brake Reservoir	☐	☐	Window Washer	☐	☐	Coolant Recovery Reservoir

WIPER BLADES

	SERVICED
☐ Wiper Test Performed ■ ■ Wiper Blades	☐

BATTERY

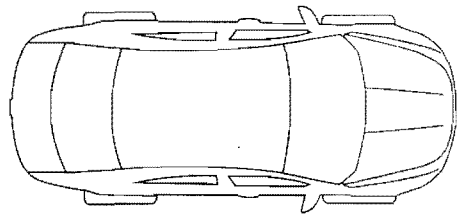
	SERVICED
	☐

State of Health 0% 100%

Battery Condition ■ ☐ ■

Factory spec cold cranking amps _____ Actual cold cranking amps _____

EXTERIOR BODY



Note any existing exterior body damage or defects on diagram

SYSTEMS / COMPONENTS

LIGHTS / WINDSHIELD	SERVICED
■ ■ Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps	☐
■ ■ Windshield for cracks, chips and pitting	☐
BELTS / HOSES / MOUNTS	**SERVICED**
■ ☐ ■ HVAC system and hoses / lines for leaks and/or damage	☐
■ ☐ ■ Engine Cooling System, radiator, hoses and clamps	☐
■ ☐ ■ Accessory drive belt(s)	☐
BRAKE SYSTEM	**SERVICED**
■ ☐ ■ Brake system (including lines, hoses, and parking brake) ∅	☐
STEERING / SUSPENSION	**SERVICED**
■ ☐ ■ Shocks / struts and other suspension components for leaks and/or damage	☐
■ ☐ ■ Steering, steering linkages and ball joints (visual)	☐
EXHAUST SYSTEM	**SERVICED**
■ ☐ ■ Exhaust system and heat shield (leaks, damage, loose parts) ∅	☐
TRANSMISSION / DRIVE AXLE	**SERVICED**
■ ☐ ■ Clutch operation (if equipped)	☐
■ ☐ ■ Constant velocity (CV) drive axle boots (if equipped)	☐
■ ☐ ■ Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)	☐

TIRE / BRAKE WEAR

TIRE TREAD	7/32" and greater	4/32" to 6/32"	3/32" and less
BRAKE LINING	Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)	3 to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm (Drum) or 2/32" to 3/32"	Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)

TIRE WEAR INDICATES	SERVICED
☐ Alignment check needed	☐
☐ Wheel balance needed	☐
☐ Brake measurements not taken this service visit	

LEFT FRONT ∅	SERVICED
■ ☐ ■ Tire Tread Depth ____/32" Tire Age ____	☐
■ ☐ ■ Tire Wear Pattern / Damage	☐
■ ☐ ■ Tire Pressure set to factory-recommended PSI	☐
■ ☐ ■ Brake Lining ____ mm ____/32"	☐

RIGHT FRONT ∅	SERVICED
■ ☐ ■ Tire Tread Depth ____/32" Tire Age ____	☐
■ ☐ ■ Tire Wear Pattern / Damage	☐
■ ☐ ■ Tire Pressure set to factory-recommended PSI	☐
■ ☐ ■ Brake Lining ____ mm ____/32"	☐

LEFT REAR ∅	SERVICED
■ ☐ ■ Tire Tread Depth ____/32" Tire Age ____	☐
■ ☐ ■ Tire Wear Pattern / Damage	☐
■ ☐ ■ Tire Pressure set to factory-recommended PSI	☐
■ ☐ ■ Brake Lining ____ mm ____/32"	☐

RIGHT REAR ∅	SERVICED
■ ☐ ■ Tire Tread Depth ____/32" Tire Age ____	☐
■ ☐ ■ Tire Wear Pattern / Damage	☐
■ ☐ ■ Tire Pressure set to factory-recommended PSI	☐
■ ☐ ■ Brake Lining ____ mm ____/32"	☐

SPARE TIRE ∅	SERVICED
■ ☐ ■ Tire Pressure set Tire Age ____	☐

Comments:

FordOwner.com
One site for all your vehicle needs

Advisor: _____ Technician: _____

Customer Signature: _____

Dealer eStore Item #VRC-FORDGAS-ENG, Rev. 07/12

PE13-003.4 000382LC

CUSTOMER #: 6114455

143417

INVOICE

Power O. Ford Valencia
23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]

VALENCIA, CA [redacted]

PAGE 1

SMOG STATION ☐

QC Quality Care

HOME: [redacted] CONT: [redacted]

ARD 192643 EPA #CAD981637408

BUS: CELL:

SERVICE ADVISOR: 9117 JEFF CHEATHAM

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	13	FORD ESCAPE	1FMCU0J95DU[redacted]	[redacted]	5206/5211	T4410

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			19:00 11APR13			CASH	09APR13

R.O. OPENED	READY	OPTIONS:
15:03 08APR13	12:50 09APR13	DLR:01864 ENG:2.0_Liter

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A PER CUSTOMER ONLY AT START UP THE ENGINE FAULT SERVICE NOW COMES UP
ON INFO SCREEN CK AND ADVISE THE CAR WILL SURGE ON RPM
CAUSE: X
EN001 Miscellaneous Engine - Repair
1570 WF (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00474
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
5211 EEC KOEO P025A. REPROGRAM BCM AS PER TSB
****

B DEALER OFFERED AND CUSTOMER APPROVED TIRE PRESSURE CHECK AND INFLATE SERVICE
CAUSE: TIRE PRESSURE CHECK PER MANUFACTURER'S SPECIFIACTIONS
TPC DEALER OFFERED AND CUSTOMER APPROVED TIRE PRESSURE CHECK AND INFLATE SERVICE
1570 CF 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
****

C CUSTOMER REQUESTED TO HAVE MULTIPOINT INSPECTION PERFORMED THIS VISIT
99P CUSTOMER REQUESTED TO HAVE MULTIPOINT INSPECTION PERFORMED THIS VISIT
1570 CF 0.00 0.00
GBATT BATTERY CHECKED AND OK AT THIS TIME
1570 CF 0.00 0.00
GTIRE DEALERSHIP INSPECTED ALL 4 TIRES ALL TIRES CURRENTLY 7/32NDS OR GREATER NO REPAIRS NECESSARY AT THIS TIME
1570 CF 0.00 0.00
GBK DEALERSHIP ADVISED CUSTOEMR FRONT AND OR REAR BRAKES WHERE INSPECTED AND CURRENTLY MEASURE AT 5MM OR GREATER, REAR DRUMS MEASURE 2MM OR GR

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 6:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $
AUTHORIZED ADD'L REPAIRS $
ADD'L REPAIRS OK'D BY: IN PERSON / PHONED
AUTHORIZED ADD'L REPAIRS $
DRIVER'S LIC. NO. OR I.D.
TOTAL $
DATE TIME
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE
SIGNATURE X DATE
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF:
X
SERVICE INSTALLED PARTS
ACCRUED MILEAGE ORIGINAL R.O. No.
PROGRAM CODE(S) 1 2 3 APPROVAL CODES COMMITMENT CODE

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

THIS FORM IS AN ITEMIZED LIST OF REPAIRS AND IS PART OF A REPAIR ORDER. THIS REPAIR ORDER CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.

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

Notice to Consumer: Please read important information on back.

CUSTOMER COPY

CUSTOMER #: 6114455

143417

INVOICE

Power Ford Valencia
23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]

VALENCIA, CA [redacted]

PAGE 2

SMOG STATION ☐

QC Quality Care

HOME: [redacted] CONT: [redacted]

ARD 192643 EPA #CAD981637408

BUS: CELL:

SERVICE ADVISOR: 9117 JEFF CHEATHAM

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	13	FORD ESCAPE	1FMCU0J95DU[redacted]	[redacted]	5206/5211	T4410

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			19:00 11APR13			CASH	09APR13

R.O. OPENED	READY	OPTIONS:
15:03 08APR13	12:50 09APR13	DLR:01864 ENG:2.0_Liter

LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
1570		CF			0.00	0.00

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

****

D** ESP RENTAL
CAUSE: X
70 SUBLET - 70
1558 WFXM (N/C)
MISC ESP RENTA ONE DAY
PO#DUB312661
WFXM (N/C)

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

****

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 6:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $
AUTHORIZED ADD'L REPAIRS $ — ADD'L REPAIRS OK'D BY — IN PERSON / PHONED
AUTHORIZED ADD'L REPAIRS $ — DRIVER'S LIC. NO. OR I.D.
TOTAL $ — DATE — TIME

ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

SIGNATURE X _____ DATE _____

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF:
X

SERVICE INSTALLED PARTS

ACCRUED MILEAGE	ORIGINAL R.O. No.

PROGRAM CODE(S) 1	2	3	APPROVAL CODES	COMMITMENT CODE

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

THIS FORM IS AN ITEMIZED LIST OF REPAIRS AND IS PART OF A REPAIR ORDER. THIS REPAIR ORDER CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.

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

Notice to Consumer: Please read important information on back.

CUSTOMER COPY

6114455

143417

Power D. Ford Valencia
23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]

WORKORDER

VALENCIA, CA [redacted]

PAGE 1

SMOG STATION ☐

QC Quality Care

HOME [redacted] CONT [redacted]

ARD 192643 EPA #CAD981637408

BUS: CELL: SERVICE ADVISOR: 9117 CHEATHAM,JEFF

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	13	FORD ESCAPE	1FMCU0J95DU[redacted]		5206/	T4410

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			19:00 08APR13			CASH	

R.O. OPENED	READY	OPTIONS:
08APR2013 15:03		DLR:01864 ENG:2.0_Liter

LINE OP CODE	TECH...	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A			per CUSTOMER ONLY AT START UP THE ENGINE FAULT SERVICE NOW COMES UP ON INFO SCREEN CK AND ADVISE THE CAR WILL SURGE ON RPM
EN001		WF	Miscellaneous Engine - Repair
NOTES: Include: |Notes: |Labor:			
# B			DEALER OFFERED AND CUSTOMER APPROVED TIRE PRESSURE CHECK AND INFLATE SERVICE
TPC		CF	
# C			CUSTOMER REQUESTED TO HAVE MULTIPOINT INSPECTION PERFORMED THIS VISIT
99P		CF	

I hereby authorize the repair work therein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume or authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsibile for loss or damge to the above vehicle, or articles left therein; in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspectng such vehicle.

PRELIMINARY ESTIMATE $ _____

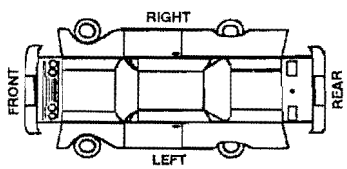
AUTHORIZED BY X

Revised Estimate Parts _____ Labor _____ Totals _____ Phone # _____
Date _____ Time _____ FAX # _____ BY _____
Revision Details _____ E-mail _____
In Person _____

Revised Estimate Parts _____ Labor _____ Totals _____ Phone # _____
Date _____ Time _____ FAX # _____ BY _____
Revision Details _____ E-mail _____
In Person _____

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

No Major Damage X_____
Some Light Scratches X_____
Scratches Throughout X_____
Scratches and Dings Throughout X_____
Major Damage X_____
Unable to determine condition of body X_____



Notice to Consumer: Please read important information on back.

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CUSTOMER COPY

VEHICLE REPORT CARD

FORD SERVICE

MULTI-POINT INSPECTION AS RECOMMENDED BY FORD MOTOR COMPANY

Date: _____ RO/Tag #: _____

Name: _____

Email: _____

Year/Make/Model: _____

VIN #: _____ Plate #: _____

Odometer: _____ Inspect. Month: _____

Owner Advantage Rewards® #: _____ Service Balance: _____

Ford Extended Service Plan: ☐ YES ☐ NO

SYNC® VHR Activation: ☐ YES ☐ NO ☐ N/A

LEGEND ⌀ May contribute to vehicle efficiency and promote a greener environment

■ Checked and OK at this time ☐ May require future attention ■ Requires immediate attention

SCHEDULED MAINTENANCE ITEMS*

DUE	SERVICED	DUE	SERVICED
☐ THE WORKS FUEL SAVER PACKAGE	☐	☐ Engine Air Filter ⌀	☐
☐ Oil Change & Filter ⌀	☐	☐ Engine Coolant	☐
☐ Tire Rotation ⌀	☐	☐ Transmission Fluid &/or Filter	☐
☐ Multi-Point Inspection	☐	☐ Cabin Air Filter ⌀	☐
☐ Fuel Filter	☐	☐ Spark Plugs ⌀	☐
☐ _____ K Scheduled Maintenance			☐

*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owner's Manual or visit FordOwner.com for vehicle-specific maintenance requirements.

FLUID LEVELS

	SERVICED
■ ■ Oil and/or fluid leaks	☐

OK	FILL		OK	FILL		OK	FILL	
☑	☐	Engine Oil	☑	☐	Power Steering	☑	☐	Transmission (if equipped with dipstick)
☑	☐	Brake Reservoir	☑	☐	Window Washer	☑	☐	Coolant Recovery Reservoir

WIPER BLADES

	SERVICED
☐ Wiper Test Performed ■ ■ Wiper Blades	☐

BATTERY

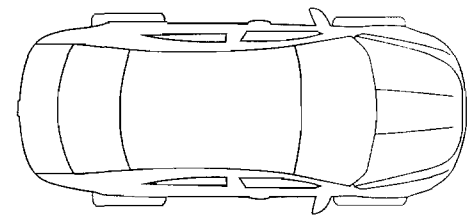
	SERVICED
	☐

State of Health 0% 100%

Battery Condition ■ ☐ ■

Factory spec cold cranking amps _____ Actual cold cranking amps _____

EXTERIOR BODY



Note any existing exterior body damage or defects on diagram

SYSTEMS / COMPONENTS

LIGHTS / WINDSHIELD	SERVICED
■ ■ Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps	☐
■ ■ Windshield for cracks, chips and pitting	☐
BELTS / HOSES / MOUNTS	**SERVICED**
■ ☐ ■ HVAC system and hoses / lines for leaks and/or damage	☐
■ ☐ ■ Engine Cooling System, radiator, hoses and clamps	☐
■ ☐ ■ Accessory drive belt(s)	☐
BRAKE SYSTEM	**SERVICED**
■ ☐ ■ Brake system (including lines, hoses, and parking brake) ⌀	☐
STEERING / SUSPENSION	**SERVICED**
■ ☐ ■ Shocks / struts and other suspension components for leaks and/or damage	☐
■ ☐ ■ Steering, steering linkages and ball joints (visual)	☐
EXHAUST SYSTEM	**SERVICED**
■ ☐ ■ Exhaust system and heat shield (leaks, damage, loose parts) ⌀	☐
TRANSMISSION / DRIVE AXLE	**SERVICED**
■ ☐ ■ Clutch operation (if equipped)	☐
■ ☐ ■ Constant velocity (CV) drive axle boots (if equipped)	☐
■ ☐ ■ Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)	☐

TIRE / BRAKE WEAR

TIRE TREAD	7/32" and greater	4/32" to 6/32"	3/32" and less
BRAKE LINING	Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)	3 to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm (Drum) or 2/32" to 3/32"	Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)

TIRE WEAR INDICATES	SERVICED
☐ Alignment check needed	☐
☐ Wheel balance needed	☐

☐ Brake measurements not taken this service visit

LEFT FRONT ⌀	SERVICED
■ ☐ ■ Tire Tread Depth _____/32" Tire Age _____	☐
■ ☐ ■ Tire Wear Pattern / Damage	☐
■ ☐ ■ Tire Pressure set to factory-recommended PSI	☐
■ ☐ ■ Brake Lining _____ mm _____/32"	☐

RIGHT FRONT ⌀	SERVICED
■ ☐ ■ Tire Tread Depth _____/32" Tire Age _____	☐
■ ☐ ■ Tire Wear Pattern / Damage	☐
■ ☐ ■ Tire Pressure set to factory-recommended PSI	☐
■ ☐ ■ Brake Lining _____ mm _____/32"	☐

LEFT REAR ⌀	SERVICED
■ ☐ ■ Tire Tread Depth _____/32" Tire Age _____	☐
■ ☐ ■ Tire Wear Pattern / Damage	☐
■ ☐ ■ Tire Pressure set to factory-recommended PSI	☐
■ ☐ ■ Brake Lining _____ mm _____/32"	☐

RIGHT REAR ⌀	SERVICED
■ ☐ ■ Tire Tread Depth _____/32" Tire Age _____	☐
■ ☐ ■ Tire Wear Pattern / Damage	☐
■ ☐ ■ Tire Pressure set to factory-recommended PSI	☐
■ ☐ ■ Brake Lining _____ mm _____/32"	☐

SPARE TIRE ⌀	SERVICED
■ ☐ ■ Tire Pressure set Tire Age _____	☐

Comments:

_____

_____

_____

_____

_____

_____

_____

FordOwner.com
One site for all your vehicle needs

Advisor: [redacted]

Customer Sig[redacted]

6114455

143982

Power Ford Valencia
23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]

WORKORDER

PAGE 1

VALENCIA, CA [redacted]

SMOG STATION ☐

QC Quality Care

HOME [redacted] CONT: [redacted]

ARD 192643 EPA #CAD981637408

BUS: CELL:

SERVICE ADVISOR: 9117 CHEATHAM, JEFF

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	13	FORD ESCAPE	1FMCU0J95DU[redacted]	[redacted]	5642/	T4518

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			19:00 18APR13			CASH	

R.O. OPENED	READY	OPTIONS: DLR:01864 ENG:2.0_Liter
18APR2013 15:00		

LINE	OP CODE	TECH...	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A				ENGINE FALUT SERVICE NOW ON INFO CENTER CAR WILL SURGE FORWARD CK AND ADVISE
	EN001		WF	Miscellaneous Engine - Repair
	NOTES: Include: |Notes: |Labor:			
# B				SERVICE RENTAL
	70		WFXM	SUBLET - 70
# C				DEALER OFFERED AND CUSTOMER APPROVED TIRE PRESSURE CHECK AND INFLATE SERVICE
	TPC		CF	
# D				CUSTOMER REQUESTED TO HAVE MULTIPOINT INSPECTION PERFORMED THIS VISIT
	99P		CF	

I hereby authorize the repair work therein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume or authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsibile for loss or damge to the above vehicle, or articles left therein; in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspectng such vehicle.

PRELIMINARY ESTIMATE $ _____

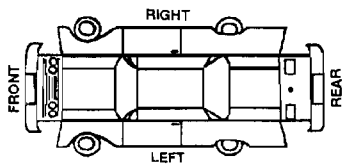
AUTHORIZED BY X

Revised Estimate Parts _____ Labor _____ Totals _____ Phone # _____
Date _____ Time _____ FAX # _____ BY _____
Revision Details _____ E-mail _____
In Person _____

Revised Estimate Parts _____ Labor _____ Totals _____ Phone # _____
Date _____ Time _____ FAX # _____ BY _____
Revision Details _____ E-mail _____
In Person _____

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

No Major Damage X_____
Some Light Scratches X_____
Scratches Throughout X_____
Scratches and Dings Throughout X_____
Major Damage X_____
Unable to determine condition of body X_____



Notice to Consumer: Please read important information on back.

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CUSTOMER COPY

CUSTOMER #: 6114455

143982

INVOICE

Power Ford Valencia
23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]

VALENCIA, CA [redacted]

PAGE 1

SMOG STATION ☐

QC Quality Care

HOME [redacted] CONT [redacted]

ARD 192643

EPA #CAD981637408

BUS: CELL:

SERVICE ADVISOR: 9117 JEFF CHEATHAM

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	13	FORD ESCAPE	1FMCU0J95DU[redacted]	[redacted]	5642/5642	T4518

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			19:00 18APR13			CASH	24APR13

R.O. OPENED	READY	OPTIONS:
15:00 18APR13	11:22 24APR13	DLR:01864 ENG:2.0_Liter

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A ENGINE FALUT SERVICE NOW ON INFO CENTER CAR WILL SURGE FORWARD CK AND ADVISE

CAUSE: X

EN001 Miscellaneous Engine - Repair

9122 WF (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

00191

Unable to Duplicate

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

****

B SERVICE RENTAL

CAUSE: X

70 SUBLET - 70

1558 WFXM (N/C)

MISC ESP RENTAL

PO#DUB31661

WFXM (N/C)

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

****

C DEALER OFFERED AND CUSTOMER APPROVED TIRE PRESSURE CHECK AND INFLATE SERVICE

CAUSE: TIRE PRESSURE CHECK PER MANUFACTURER'S SPECIFIACTIONS

TPC DEALER OFFERED AND CUSTOMER APPROVED TIRE PRESSURE CHECK AND INFLATE SERVICE

1558 CF 0.00 0.00

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

****

D CUSTOMER REQUESTED TO HAVE MULTIPOINT INSPECTION PERFORMED THIS VISIT

99P CUSTOMER REQUESTED TO HAVE MULTIPOINT INSPECTION PERFORMED THIS VISIT

1558 CF 0.00 0.00

GBATT BATTERY CHECKED AND OK AT THIS TIME

1558 CF 0.00 0.00

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 6:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $			
AUTHORIZED ADD'L REPAIRS $	ADD'L REPAIRS OK'D BY	IN PERSON / PHONED	
AUTHORIZED ADD'L REPAIRS $	DRIVER'S LIC. NO. OR I.D.		
TOTAL $	DATE	TIME	

I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

SIGNATURE X _____ DATE _____

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF:
X

SERVICE INSTALLED PARTS

	ACCRUED MILEAGE	ORIGINAL R.O. No.

PROGRAM CODE(S)			APPROVAL CODES	COMMITMENT CODE
1	2	3		

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

THIS FORM IS AN ITEMIZED LIST OF REPAIRS AND IS PART OF A REPAIR ORDER. THIS REPAIR ORDER CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.

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

Notice to Consumer: Please read important information on back.

CUSTOMER COPY

CUSTOMER #: 6114455

143982

INVOICE

Power Ford Valencia
23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]

VALENCIA, CA [redacted]

PAGE 2

SMOG STATION ☐

QC Quality Care

HOME: [redacted] CONT: [redacted]

ARD 192643 EPA #CAD981637408

BUS: CELL:

SERVICE ADVISOR: 9117 JEFF CHEATHAM

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	13	FORD ESCAPE	1FMCU0J95DU[redacted]	[redacted]	5642/5642	T4518

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			19:00 18APR13			CASH	24APR13

R.O. OPENED	READY	OPTIONS:
15:00 18APR13	11:22 24APR13	DLR:01864 ENG:2.0_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
GTIRE DEALERSHIP INSPECTED ALL 4 TIRES ALL TIRES CURRENTLY 7/32NDS OR GREATER NO REPAIRS NECESSARY AT THIS TIME			
1558 CF		0.00	0.00
GBK DEALERSHIP ADVISED CUSTOEMR FRONT AND OR REAR BRAKES WHERE INSPECTED AND CURRENTLY MEASURE AT 5MM OR GREATER, REAR DRUMS MEASURE 2MM OR GR			
1558 CF		0.00	0.00

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

****

EDICK

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 6:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $			
AUTHORIZED ADD'L REPAIRS $	ADD'L REPAIRS OK'D BY	IN PERSON / PHONED	
AUTHORIZED ADD'L REPAIRS $	DRIVER'S LIC. NO. OB.I.D.		
TOTAL $	DATE	TIME	

ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE

SIGNATURE X_____ DATE_____

CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF:
X

SERVICE INSTALLED PARTS

	ACCRUED MILEAGE	ORIGINAL R.O. No.

PROGRAM CODE(S)			APPROVAL CODES	COMMITMENT CODE
1	2	3		

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

THIS FORM IS AN ITEMIZED LIST OF REPAIRS AND IS PART OF A REPAIR ORDER. THIS REPAIR ORDER CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.

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

Notice to Consumer: Please read important information on back.

CUSTOMER COPY

15505 Roscoe Blvd., North Hills, CA 91343
818) 778-2172 - Fax (818) 778-2164
OPEN MON.-FRI. 7:00 AM TO 6:00 PM
SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # AC011208 - BAR # RC011208 - BAR # AC246639

[redacted]

Phone (H): [redacted] Phone (W):
Phone (C): Phone Oth:

Year/Make/Model: 2013 Ford ESCAPE
VIN: 1FMCU0J95 DU[redacted]
License Number [redacted] Color: White
Stock Number: Mileage In: 6547
Tag Number: GREEN 441 Mileage Out: 6556

A/R Number:
Customer Number: 4781712
PO Number:
Auth Number:

Service Writer: Tom Swire
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Invoice Number
685665
Printed: MAY 17 13 11:08 AM
Copy # 1
Date Opened: 05/10/13
Date Notified: 05/17/13
Date Delivered:

Original Estimate:$ 0.00 Original Estimate:05/10/13

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

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
Customer States a couple times a week at start up the message center displays engine fault and then will jerk on accel. shut engine off and restart ok					
1 -- Cause/Action to Take					
UNABLE TO DUPLICATE CONCERN					
1 -- Correction/Action Taken					
INSPECT VEHICLE UNABLE TO DUPLICATE NO DTC 9SEE SHEET0TEST DROVE 10MILES VEHICLERAN PERFECT NO SSM/ TSBS-FORMAN TO INSPECT	91964				0.00
Sub Total Parts					Warranty
SubTotal Job # 1					Warranty
2. Customer statement of problem					
Tires Inflated to (PSI)					
LEFT FRONT__35____ LEFT REAR ____35___					
RIGHT FRONT__35____ RIGHT REAR____35___					
1 -- Cause/Action to Take					
TPCHECK - ..					
1 -- Correction/Action Taken					
Tire Pressure check completed					0.00
Sub Total Parts					Warranty
SubTotal Job # 2					Warranty

IMPORTANT
You may receive a questionnaire from Ford Motor Company in the next few weeks regarding this service experience. If for any reason you can not grade us "Completely Satisfied" on question 1 please contact your Service Advisor or our Service Customer Representative
Thank you
(818) 778-2148

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

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**

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

RESERVATIONS: 818-778-2172

SEE SERVICE SPECIALS @ WWW.GALPINSPECIALS.COM

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

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SATURDAY 8:00 AM TO 5:00 PM
EPA # CAD 029453131
BAR # AC011208 - BAR # RC011208 - BAR # AC246639

[redacted]

Phone (H) [redacted] Phone (W):
Phone (C): Phone Oth:

Year/Make/Model: 2013 Ford ESCAPE
VIN: 1FMCU0J95 DU[redacted]
License Number: [redacted] Color: White
Stock Number: Mileage In: 6774
Tag Number: GREEN 407 Mileage Out: 6774

A/R Number:
Customer Number: 4781712
PO Number:
Auth Number:
Service Writer: Bryan Dunn
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number **687041**
Printed: MAY 29 13 4:19 PM
Copy # 1
Date Opened: 05/20/13
Date Notified: 05/29/13
Date Delivered:

Original Estimate:$ 0.00 Original Estimate:05/20/13

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

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
Customer States engine fault light comes on at start, customer returning for further diag. Flight recorder has 4 recordings					
1 – Cause/Action to Take					
CHECKED FOR ENGINE FAULT LIGHT. RECEIVED CODE P0236. PERFORMED PPT PER PCED SHOP MANUAL. HOTLINE CONTACT.					
1 – Correction/Action Taken					
INSTALLED NEW TCBP/CACT SENSOR AND HARNESS PIGTAIL ASSEMBLY PER ACTION OF HOTLINE CONTACT. RETEST-SYSTEM PASSED.	91964				0.00
Part Number / Failed / Description					
BU2Z14S411ATA WIRE ASY	1	1			
BV6Z9F479A SENSOR ASY	1	1			
Sub Total Parts					Warranty
SubTotal Job # 1					Warranty
2. Customer statement of problem					
Tires Inflated to (PSI)					
LEFT FRONT___36___ LEFT REAR ___36____					
RIGHT FRONT___36___ RIGHT REAR___36____					
1 – Cause/Action to Take					
TPCHECK - ..					
1 – Correction/Action Taken					
Tire Pressure check completed					0.00
Sub Total Parts					Warranty
SubTotal Job # 2					Warranty

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[redacted]

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Phone (C): Phone Oth:

Year/Make/Model: 2013 Ford ESCAPE
VIN: 1FMCU0J95 DU[redacted]
License Number: [redacted] Color: White
Stock Number:
Tag Number: GREEN 407
Mileage In: 6774
Mileage Out: 6774

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

Invoice Number **687041**
Printed: MAY 29 13 4:19 PM
Copy # 1
Date Opened: 05/20/13
Date Notified: 05/29/13
Date Delivered:

Original Estimate:$ 0.00 Original Estimate:05/20/13

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

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total

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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**

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RESERVATIONS: 818-778-2172

SEE SERVICE SPECIALS @ WWW.GALPINSPECIALS.COM

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

Notice to Consumer: Please read important information on back.

Case

CAS-2477161-V3S1F5

General Info

Overview

Case Number	CAS-2477161-V3S1F5	**Status**	Resolved
Priority	High	**Owner**	Tier 2 CCT
Expected Resolution Date		**Status Reason**	Resolved | Closed
Input Channel	Phone		

Close Case

Close Case Info

Resolution Type		**Comments**	
Closure Type			

Customer Info

Advanced Search

Search On	Contact	**Search By**	

Customer Name	[redacted]	**Caller Type**	
Customer Delegate		**Use for Reply-To**	
Phone			
Relationship			

Customer Scores

Loyalty Score		**Defector Score**	
CLP LTV Score		**Dissat Score**	
In-Market		**ESP Score**	
Likelihood to Service		**Service Segments**	

Dealer Info

Dealer Info

Dealer	Power Ford Valencia
Dealer Contact	
Portal Status	No New Message
FMCC Branch Code	

Vehicle Info

Vehicle Info

VIN	1FMCU0J95DU[redacted]	**Hours in Service**	
Converted Mileage		**Mileage**	5,300
Vehicle Modifications	No	**Mileage Units**	
Engines Specification	2.0L 16V TIVCT T/C 230PS GAS	**Transmissions Specification**	6 SPD AUTO TRANS 6F MID-RANGE
Number of Repairs		**Days Out of Service**	

Vehicle Specification

Vehicle Specification Full Path	2013 > FORD > ESCAPE > U0J - TITANIUM 4X2 4-DR
Model Year	2013
Make	FORD
Model / Vehicle Line	ESCAPE
Body Style	U0J - TITANIUM 4X2 4-DR

Case Classification

Classification

Responsible Team	Tier 1 Inbound
Case Classification Full Path	Vehicle Concern > Buyback Request > California Vehicle > 12 Model Years or Newer
Case Classification Level 1	Vehicle Concern
Case Classification Level 2	Buyback Request
Case Classification Level 3	California Vehicle
Case Classification Level 4	12 Model Years or Newer

Classification

Initial Contact Target		**Initial Contacted**	No
Case Closure Target	5/7/2013 8:00 PM	**Initial Contact Date**	

Symptom Code

Symptom Code	Driving Performance > Engine Surge > Acceleration > Cold
Level 1	Driving Performance
Level 2	Engine Surge
Level 3	Acceleration
Level 4	Cold

Miscellaneous Info

Miscellaneous Info

Master Case	
Caller Authorization Code	0000680944
Stars ID	
Tech Hotline	No

Contract Info

ESP Contract #		**Warranty Start Date**	
Ford Credit Contract #		**Form Letter Code**	
Non-Ford ESP	No		

Notes & Article

Notes

Title: Note created on 05/07/2013 01:04 PM by Mark Johnson

Note created on 5/7/2013 1:04 PM by Mark Johnson Edited 5/7/2013 1:04 PM by Mark Johnson

OBC to cust @ [redacted] and she admits that she is not able to duplicate the issue and after being to two different dlrs they could not duplicate the issue after total diag time of close to 30-days. I asked cust if she wanted to have the VDR re-installed and for her to drive the veh. She said she would seek legal counsel.

Title: Note created on 05/03/2013 03:09 PM by Lisa Carlisle

Note created on 5/3/2013 3:09 PM by Lisa Carlisle Edited 5/3/2013 3:09 PM by Lisa Carlisle

CUST CALLED
-CUST REQUESTED STATUES OF CASE
-PROBLEM IS GETTING WORSE, WORRIED ABOUT HER SAFETY
-CUST CALLED DEALER ABOUT TAKING VEHICLE IN FOR ISSUE, DEALER TOLD CUSTOMER NOT TO BRING VEHICLE IN BECAUSE THEY DID NOT KNOW HOW TO FIX IT

CRC ADVISED
-If your vehicle does not qualify, you will receive a call from a Customer Service Manager within 10 business days to assist you with your repair needs and a letter from Ford stating that your vehicle does not qualify. If your vehicle qualifies for replacement, you will receive an offer letter in approximately 15 business days from the Reacquired Vehicle Program Headquarters
-AGENT REQUEST CUSTOMER WAIT OUT REMAINING TIME FRAME FOR REVIEW FOR HER CASE
-I WILL DOCUMENT THE CONTINUED ISSUES CUST MENTIONED

Title: Note created on 05/02/2013 11:31 AM by Carmell Kovacs
Note created on 5/2/2013 11:31 AM by Carmell Kovacs Edited 5/2/2013 11:31 AM by Carmell Kovacs
SUBMITTED FOR RAV HANDLING

Title: Note created on 5/2/2013 11:10 AM by Susan Aluia
Note created on 5/2/2013 11:09 AM by Susan Aluia Edited 5/2/2013 11:11 AM by FordCRMAppUserAccount CRM
Reviewed information. At this time Ford believes the vehicle does not qualify for repurchase or replacement under the CA State Lemon law.

Title: File Attachment
Note created on 4/30/2013 2:04 PM by Carmell Kovacs Edited 5/2/2013 11:11 AM by FordCRMAppUserAccount CRM
4-22-13-[redacted]CALL-CAS-2477161-V3S1F5-CustomerReferenceInformationCaliforniaLLCases.doc (128,514 Byte(s))
After review, at this time, it appears this vehicle does not meet the requirements for repurchase / replacement; transferred to RES for review

---

Title: File Attachment
Note created on 4/30/2013 2:04 PM by Carmell Kovacs Edited 5/2/2013 11:11 AM by FordCRMAppUserAccount CRM
4-30-13[redacted]-CALL-CAS-2477161-V3S1F5-DealerReport-PowerFordValencia-RecvDlrRept.msg (872,448 Byte(s))
-RECEIVED DEALER REPORT FROM POWER FORD VALENCIA

Title: File Attachment
Note created on 4/30/2013 2:01 PM by Carmell Kovacs Edited 5/2/2013 11:11 AM by FordCRMAppUserAccount CRM
4-24-13-[redacted]-[redacted]CALL-CAS-2477161-V3S1F5-DealerReport-SunriseFordNHollywood-RecvPartialDlrRept2.pdf (119,...
-RECEIVED DEALER REPORT FROM SUNRISE FORD N HOLLYWOOD

Title: File Attachment
Note created on 4/30/2013 2:00 PM by Carmell Kovacs Edited 5/2/2013 11:11 AM by FordCRMAppUserAccount CRM
4-24-13[redacted]CALL-CAS-2477161-V3S1F5-DealerReport-SunriseFordNHollywood-RecvPartialDlrRept.pdf (415,2...

Title: Note created on 04/29/2013 02:18 PM by Carmell Kovacs
Note created on 4/29/2013 2:21 PM by Carmell Kovacs Edited 5/2/2013 11:11 AM by FordCRMAppUserAccount CRM
-OBC NORMAN IN SERVICE W/ POWER FORD VALENCIA- SM FRANK IS OUT OFF THE OFFICE- EMAILED DLR REPORT REQUEST TO NORMAN- VEHICLE IS NOT CURRENTLY AT DLR

Title: Note created on 04/25/2013 10:04 AM by Lisa Carlisle
Note created on 4/25/2013 10:08 AM by Lisa Carlisle Edited 5/2/2013 11:11 AM by FordCRMAppUserAccount CRM

CUST STATED
-CUST CALLED BACK ASKING FOR STAUTES OF BUY BACK
-ASKED IF HER VEHICLE WILL BE PURCHASED BACK

CRC ADVISED
-WENT OVER CONTACT TIME FRAMES 10 BUSINESS DAYS FOR NOT QUALIFY, 15 BUSINESS DAY FOR QUALIFY VEHICLE
-PLEASE ALLOW THEM THE 10-15 BUSINESS DAYS TO PROCESS YOU CASE
-I DO APOLOGIZE BUT I COULD NOT ANSWER QUESTIONS REGARDING THE BUYING BACK OF YOUR VEHICLE. THAT IS HANDLED IN A DIFFERENT DEPT. IF YOU DO NOT RECEIVE COMMUNICATION WITHIN THE 15 BUSINESS DAYS PLEASE CALL US BACK HERE AT THE CRC TO FURTHER INVESTIGATE YOUR REQUEST

Title: Note created on 04/25/2013 08:22 AM by Carmell Kovacs
Note created on 4/25/2013 8:25 AM by Carmell Kovacs Edited 5/2/2013 11:11 AM by FordCRMAppUserAccount CRM
-EMAILED SM FRANK WILSON W/ POWER FORD VALENCIA REQUESTING DEALER REPORT AND ROS NEEDED

Title: Note created on 04/24/2013 04:24 PM by Carmell Kovacs
Note created on 4/24/2013 4:26 PM by Carmell Kovacs Edited 5/2/2013 11:11 AM by FordCRMAppUserAccount CRM
-EMAILED SM SEAN YAPA W/ SUNRISE FORD N HOLLYWOOD- REC'D PARTIAL DLR REPORT- NEED RO 387764, DATED 12/24/12- ADVISED TO SEND

Title: Note created on 4/23/2013 12:36 PM by Carmell Kovacs
Note created on 4/23/2013 12:37 PM by Carmell Kovacs Edited 5/2/2013 11:11 AM by FordCRMAppUserAccount CRM
-OBC SM SEAN YAPA- SPOKE W/ SEAN AND HE WILL SEND DEALER REPORT AND ROS NEEDED BY 04/24/13

Title: Note created on 04/22/2013 03:28 PM by Carmell Kovacs
Note created on 4/22/2013 3:31 PM by Carmell Kovacs Edited 5/2/2013 11:11 AM by FordCRMAppUserAccount CRM
-OBC SUNRISE FORD N HOLLYWOOD- LEFT VM FOR SM SEAN YAPA- REQUESTING DEALER REPORT AND ROS NEEDED

Title: File Attachment
Note created on 4/22/2013 9:45 AM by Carmell Kovacs Edited 5/2/2013 11:11 AM by FordCRMAppUserAccount CRM
4-22-13-[redacted]CALL-CAS-2477161-V3S1F5-DealerReport-SunriseFordNHollywood-EmailDlr.msg (63,489 Byte(s))
-EMAILED DEALER REPORT REQUEST TO SUNRISE FORD N HOLLYWOOD

Title: File Attachment
Note created on 4/22/2013 9:44 AM by Carmell Kovacs Edited 5/2/2013 11:11 AM by FordCRMAppUserAccount CRM
4-22-13-[redacted]-CALL-CAS-2477161-V3S1F5-DealerReport-PowerFordValencia-EmailDlr.msg (64,512 Byte(s))
-EMAILED DEALER REPORT REQUEST TO POWER FORD VALENCIA

Title: Note created on 04/19/2013 01:34 PM by Courtney Faucett-daniels
Note created on 4/19/2013 1:34 PM by Courtney Faucett-daniels Edited 5/2/2013 11:11 AM by FordCRMAppUserAccount CRM

*********CUST SAYS***
= veh hss been to the dlr 4 times since december for the same issue
= cust has been to two different dlr
= when the veh is started the screen says "engine fault" , so when the veh acclerates the veh lurkes foward,
= The issue only on start up
= cust feel there should be no reason for her having to keep bringing the veh to dlr.
= cust says that she is done with dealing with the veh.
= cust want to pursue the buyback path.

*********CRC SAYS*******
Your request will be investigated by a specialist here at the Customer Relationship Center to see if the vehicle meets the State of California's lemon law guidelines for replacement. If your vehicle does not qualify, you will receive a call from a Customer Service Manager within 10 business days to assist you with your repair needs and a letter from Ford stating that your vehicle does not qualify. If your vehicle qualifies for replacement, you will receive an offer letter in approximately 15 business days from the Reacquired Vehicle Program Headquarters. The letter will provide instructions regarding documents and information necessary to complete the process, including the original sales contract, current loan or lease documents, and current mileage to determine usage fees. If you do not receive a communication from Ford Motor Company within 15 business days, please call us here at the Customer Relationship Center to further investigate your request.

Article

Article

Admin Info

Admin Info

Created By	Courtney Faucett-daniels	**Modified By**	Mark Johnson
Created On	4/19/2013 1:32 PM	**Modified On**	5/7/2013 1:05 PM
Begin Date	4/19/2013	**Case Type**	
Title	CAS-2477161-V3S1F5	**Source Created By**	

Dealer Report and Repair Order Summary

Please Return To: Carmell Kovacs

FAX 888-891-1682 or phone 866-567-6518 x 77133 or e- mail to: ckovacs5@ford.com

Attn: Service Manager - Immediate Action Required

*PLEASE FILL IN THE BLANKS WITH A * BY THEM*

*Your name:	Sean Yapa	*Your phone #:	818 980 9800
Dealership Name:	SUNRISE FORD OF N HOLLYWOOD		
Review Open Date:	04/22/13	Case #:	CAS-2477161-V3S1F5
Customer's Name:	[redacted]	Vin:	1FMCU0J95DU[redacted]
Year/Make/Model	2013 ESCAPE	*Current Mileage:	5,100

1. Does this vehicle have commercial lettering or decals on it? Is it used for commercial purposes? Yes No

☐ ☐ If yes, please explain, and if you know this vehicle is part of a fleet of 5 or more vehicles owned by this customer, please advise.

2. Does this vehicle have a performance chip, lift kit, remote starter, or other aftermarket accessories? Yes No

☐ ☐ If yes, please list aftermarket item/s.

3. Does this vehicle show signs of abuse, miss use or lack of maintenance? Yes No

☐ ☐ If yes, please explain in detail how you came to this conclusion, all diagnostic tests performed, specifications before/after, and what proof you have of abuse or lack of maintenance. Take and send pictures if available.

4. Total number of days the vehicle has been out of service for Ford warranty repairs at your dealership? 17

NOTE: This number should not include days out of service for maintenance or customer paid repairs, days an RO was left open while the vehicle was in the customer's possession, or days the vehicle was left by the customer prior to a scheduled appointment or after repairs were completed. Please explain in greater detail on the following Repair History summary.

Signature: _____ Title: Service Director Date: 4/24/2013

Please attach any additional comments on a separate page

RETAIN A COPY FOR YOUR RECORDS

Dealership Repair History Summary

CuDL case # CGS-247761-V3SIFS Custome[redacted] VIN: 1FMCU0J95DU[redacted]

WARRANTY ☒ 3/36 Bumper to Bumper ☐ 4/50 Bumper to Bumper ☐ 5/100 PowerStroke Diesel Engine Warranty ($100 Deductible)

FORD ESP ☒ PremiumCARE ☐ ExtraCARE ☐ BaseCARE ☐ PowertrainCARE ☐ RentalCARE ☒ MaintenanceCARE

Expiration: Date 9/9/2018 Miles 100000

PLEASE INDICATE TYPE ☐ **Goodwill ESP** ☐ **Customer purchased retail ESP** ☐ **Non-Ford ESP Name of Provider?**

RO Number	Date In	Date Completed	Total Days	Mileage	Customer's Concern	Action Taken	How Paid? Warranty / AWA / ESP / Retail / Dealer Internal
387764	24 Dec 12.	27 Dec 12.	3	945	Clock + Temp. Controls inop	Reprogram Module	Warranty.
388134	02 Jan 13	03 Jan 13	1	1187	Clock keep Resetting	Perform Master Re set on SYNC system	Warranty
390767	15 FEB 2013	26 Mar 2013	11	3389	Eng Massage + Vehicle Lurches Forward	Perform test contact Hotline install Flight Recorder & Road test Vehicle [illegible] to Duplicate	Warranty

Please duplicate, as necessary and attach additional sheets.

SUNRISE FORD

Where Integrity Has Meaning

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

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

CUSTOMER #: M31114T
UNIT# M31114T

390767

INVOICE

PAGE 1

[redacted]

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

SERVICE ADVISOR: 6197 GARY TAYLOR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE PLAT	13	FORD ESCAPE	1FMCU0J95DU[redacted]		3389/3389	T2642

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO	RATE	PAYMENT	INV DATE
09DEC12 DD			17:00 26FEB13		99.50	CASH	12MAR13

R.O. OPENED	READY	OPTIONS:
13:31 15FEB13	11:08 12MAR13	STK:M31114T 1)OAR# 252-453-423

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES: CHECK ENGINE WARNING MSG IS ON AND CAR LURCHES EWD
CAUSE: TEST EEC SYSTEM CODE P0236:00,DCL DISPLAY RPM 710 BARO 14.35,RUN PINPOINT TESTS EA1 YES,EA5 YES, EA6 YES, EA7 NO EA9 YES, BARO PRESS 14.35

12650D EEC SYSTEM DIAGNOSTS - (QUICK TEST) L
6147 MARX,MARK LIC#: 6147
W95 0.20 (N/C)

12650D80 PID RECORDER/MONITOR TEST - L
6147 MARX,MARK LIC#: 6147
W95 0.10 (N/C)

12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST - L
6147 MARX,MARK LIC#: 6147
W95 0.30 (N/C)

MT12581 MT12581
6147 MARX,MARK LIC#: 6147
W95 0.50 (N/C)

FC: D41 07
PART#: DIAG
COUNT:
CLAIM TYPE:
AUTH CODE:
5410

SUBL NOH70201 PO# 310533
WR (N/C)

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

3389 DIAG ONLY 12650D,D80,D45,MT 1.60 TEST EEC SYSTEM CODE P0236:00,DCL DISPLAY RPM 710 BARO 14.35,RUN PINPOINT TESTS EA1 YES,EA5 YES, EA6 YES, EA7 NO EA9 YES, BARO PRESS 14.35-MAP PRESS 14.5, TIP PRS BOOST 15.31-REMOVE BOOST MAP AND BARO SENSOR INSPECT FOR DEBRIS NONE FOUND, REMOVE AIR CLEANER AND INDUCTION TUBE FOR ACCESS TO INSPECT WIRING LOOMS FOR SHORTS NONE FOUND-CLEAR CODES INSTALL FLIGHT RECORDER ROAD TEST 20 MILES UNABLE TO DUPLICATE CONCERN-MILES IN 3389 MILES OUT

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

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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE
X

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

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SUNRISE FORD

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

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

CUSTOMER #: M31114T
UNIT# M31114T
[redacted]
VALENCIA, CA [redacted]
HOME: [redacted] CONT: N/A
BUS: CELL: [redacted]

390767

INVOICE

PAGE 2

SERVICE ADVISOR: 6197 GARY TAYLOR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE PLAT	13	FORD ESCAPE	1FMCU0J95DU[redacted]		3389/3389	T2642

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09DEC12 DD			17:00 26FEB13		99.50	CASH	12MAR13

R.O. OPENED	READY	OPTIONS:
13:31 15FEB13	11:08 12MAR13	STK:M31114T 1)OAR# 252-453-423

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

3409 HOT LINE CONTACT #106108654
****
B PERFORM MULTI-POINT INSPECTION (2-11)
99P PERFORM MULTI-POINT INSPECTION (2-11)
6147 MARX,MARK LIC#: 6147
INC 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

3389 SET TIRE PRESSURES TO 35 PSI, TIRES AT 10/32
****
C HORIZON RENTAL CAR
CAUSE: .
69H HORIZON RENTAL CAR
999 INC 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****
D** CUSTOMER STATES: PERFORM CAMPAIGN 12A04
CAUSE: PERFORMED RECALL, REPROGRAMED APIM.
12A04C 12A04C
2874 W95 0.30 (N/C)
FC: PART#: COUNT:
CLAIM TYPE: 12A04
AUTH CODE:
8351
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

3389 12A04C 0.30 PERFORMED RECALL, REPROGRAMED APIM.
****
E** CHECKED AND OK
GBK CHECKED AND OK
999 INC 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

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

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ORIGINAL ESTIMATE $ _____ AUTHORIZED REVISED ESTIMATE $ _____

CUSTOMER SIGNATURE
X

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

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CUSTOMER COPY

PE13-003.4 000403LC

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NORTH HOLLYWOOD, CA 91601
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FAX: (818) 763-1418
www.sunriseford.com

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

CUSTOMER #: M31114T
UNIT# M31114T
[redacted]
VALENCIA, CA [redacted]
HOME: [redacted] CONT: N/A
BUS: CELL: [redacted]

390767

INVOICE

PAGE 3

SERVICE ADVISOR: 6197 GARY TAYLOR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE PLAT	13	FORD ESCAPE	1FMCU0J95DU[redacted]		3389/3389	T2642

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO	RATE	PAYMENT	INV. DATE
09DEC12 DD			17:00 26FEB13		99.50	CASH	12MAR13

R.O. OPENED	READY	OPTIONS:
13:31 15FEB13	11:08 12MAR13	STK:M31114T 1)OAR# 252-453-423

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

F** CHECKED AND OK
GTIRE CHECKED AND OK
999 INC 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

****

G** BATTERY CHECK GOOD
GBATT BATTERY CHECK GOOD
999 INC 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

****

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SATURDAY AND SUNDAY: 8:00 A.M. - 5:00 P.M.
TRUCK HOURS
MONDAY THRU FRIDAY: 7:00 A.M. - 7:00 P.M.
SATURDAY: 8:00 A.M. - 6:00 P.M.

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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE
X

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

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F.I.N. 95-3411662
BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: M31114T
UNIT# M31114T
[redacted]
VALENCIA, CA [redacted]
HOME: [redacted] CONT:N/A
BUS: CELL: [redacted]

388134

INVOICE

PAGE 1

SERVICE ADVISOR: 2217 JOHN FISCHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE PLAT	13	FORD ESCAPE	1FMCU0J95DU[redacted]		1187/1187	T2348

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09DEC12 DD			17:00 02JAN13		99.50	CASH	03JAN13

R.O. OPENED	READY	OPTIONS:
08:09 02JAN13	14:11 03JAN13	STK:M31114T 1)OAR# 252-453-423

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES THE CLOCK KEEPS RESETTING TO THE TIME THAT WAS
DISPLAYED WHEN ENGINE WAS LAST SHUT OFF.
CAUSE: PERFORMED MASTER RESET ON SYNC SYSTEM.
S10 MISC. QUICK SERVICE-A/C ELECTRICAL-TRIM
999 INC 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

1187 PERFORMED MASTER RESET ON SYNC SYSTEM.
****

B CHECKED AND OK. 35PSI
GTIRE CHECKED AND OK
999 INC 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

****

C** POLY-COAT INTERIOR & EXTERIOR AS PER SALLY DUE BILL
SUBLET SUBLET
999 IUC 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

1187 SERVICE PERFORMED
****

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CUSTOMER SIGNATURE
X

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

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www.sunriseford.com

F.I.N. 95-3411682
BAR REG# ARD72996
E.P.A.# CAD981441199

CUSTOMER #: M31114T
UNIT# M31114T
[redacted]
VALENCIA, CA [redacted]
HOME: [redacted] CONT:N/A
BUS: CELL:

387764

INVOICE

PAGE 1

SERVICE ADVISOR: 6084 DANIEL J BUHLER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE PLAT	13	FORD ESCAPE	1FMCU0J95DU[redacted]		945/945	T2502

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09DEC12 DD			18:00 25DEC12		99.50	CASH	27DEC12

R.O. OPENED	READY	OPTIONS:
07:10 24DEC12	15:13 27DEC12	STK:M31114T 1)OAR# 252-453-423

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES THAT CLOCK AND TEMP CONTROL IS INOP . CHECK AND ADVISE

CAUSE: INSPECT AND VERIFIED CONCERN. NO DTC WERE FOUND. PERFORMED MASTER RESET AND REPROGRAMED MODULE. REINSPECT AND NO FURTHER CONCERNS WERE FOU

12652D 12652D
2874 W95 0.30 (N/C)
12652D1 12652D1
2874 W95 0.10 (N/C)
12652D2 12652D2
2874 W95 0.40 (N/C)
FC: A16 42
PART#: 14D212
COUNT:
CLAIM TYPE:
AUTH CODE:
8351

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

945 1252D,DX1,D2 0.70 INSPECT AND VERIFIED CONCERN. NO DTC WERE FOUND. PERFORMED MASTER RESET AND REPROGRAMED MODULE. REINSPECT AND NO FURTHER CONCERNS WERE FOUND.

****

B Moved to: 387764C Line: A
999 Moved to: 387764C Line: A
999ICSPO 0.00 (N/C)

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

****

*** THE FOLLOWING WORK NOT DONE-TRANSFERRED TO RO#387764C ***

B Moved to: 387764C Line: A

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CUSTOMER SIGNATURE
X

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

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F.I.N. 95-3411882
BAR REG# ARD72998
E.P.A.# CAD981441199

CUSTOMER #: M31114T
UNIT# M31114T

387764

INVOICE

PAGE 2

[redacted]

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

SERVICE ADVISOR: 6084 DANIEL J BUHLER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE PLAT	13	FORD ESCAPE	1FMCU0J95DU[redacted]		945/945	T2502

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
09DEC12 DD			18:00 25DEC12		99.50	CASH	27DEC12

R.O. OPENED	READY	OPTIONS:
07:10 24DEC12	15:13 27DEC12	STK:M31114T 1)OAR# 252-453-423

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
EST: 0.00		24DEC12	07:10	SA: 6084			

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TRUCK HOURS
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ORIGINAL ESTIMATE $_____ AUTHORIZED REVISED ESTIMATE $_____

CUSTOMER SIGNATURE

X

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

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CUSTOMER COPY

Dealership Repair History Summary

CuDL case # CAS-2477161-V3S1F5 Customer: [redacted] VIN: 1FMCU0J95DU[redacted]

WARRANTY ☑ 3/36 Bumper to Bumper ☐ 4/50 Bumper to Bumper ☐ 5/100 PowerStroke Diesel Engine Warranty ($100 Deductible)

FORD ESP ☐ PremiumCARE ☐ ExtraCARE ☐ BaseCARE ☐ PowertrainCARE ☐ RentalCARE ☐ MaintenanceCARE
Expiration: Date _____ Miles _____

PLEASE INDICATE TYPE ☐ **Goodwill ESP** ☑ **Customer purchased retail ESP** ☐ **Non-Ford ESP** **Name of Provider?** _____

RO Number	Date In	Date Completed	Total Days	Mileage	Customer's Concern	Action Taken	How Paid? Warranty / AWA / ESP / Retail / Dealer Internal
140120	FEB. 2 2013	FEB. 2 2013	1	2,650	ENGINE FAULT WARNING LIGHT IS ON	NO DTC'S UNABLE TO VERIFY CUSTOMER'S CONCERN	N/C WARRANTY
143417	FEB. 8 2013	FEB. 9 2013	2	5,206	ENGINE FAULT SERVICE NOW	CODE# P025A EEC KOEO REPROGRAM BCM AS PER TSB RENTAL CAR 1 DAY	WARRANTY

Please duplicate, as necessary and attach additional sheets.

NOTE: This number should not include days out of service for maintenance or customer paid repairs, days an RO was left open while the vehicle was in the customer's possession, or days the vehicle was left by the customer prior to a scheduled appointment or after repairs were completed. Please explain in greater detail on the following Repair History summary.

Signature: Warren Grubile Title: SERVICE MANAGER Date: 4-29-13

Please attach any additional comments on a separate page

RETAIN A COPY FOR YOUR RECORDS

Dealer Report and Repair Order Summary

Please Return To: Carmell Kovacs

FAX 888-891-1682 or phone 866-567-6518 x 77133 or e- mail to: ckovacs5@ford.com

Attn: Service Manager - Immediate Action Required

*PLEASE FILL IN THE BLANKS WITH A * BY THEM*

*Your name:		*Your phone #:	
Dealership Name:	POWER FORD VALENCIA		
Review Open Date:	04/22/13	Case #:	CAS-2477161-V3S1F5
Customer's Name:	[redacted]	Vin:	1FMCU0J95DU[redacted]
Year/Make/Model	2013 ESCAPE	*Current Mileage:	5,100

1. Does this vehicle have commercial lettering or decals on it? Is it used for commercial purposes? Yes ☐ No ☑

   If yes, please explain, and if you know this vehicle is part of a fleet of 5 or more vehicles owned by this customer, please advise.

2. Does this vehicle have a performance chip, lift kit, remote starter, or other aftermarket accessories? Yes ☐ No ☑

   If yes, please list aftermarket item/s.

3. Does this vehicle show signs of abuse, miss use or lack of maintenance? Yes ☐ No ☑

   If yes, please explain in detail how you came to this conclusion, all diagnostic tests performed, specifications before/after, and what proof you have of abuse or lack of maintenance. Take and send pictures if available.

4. Total number of days the vehicle has been out of service for Ford warranty repairs at your dealership? 3

Instructions for Completing the Dealer Report and Dealership Repair History Summary

1. Does this vehicle have commercial lettering or decals on it?
If yes, please explain: i.e. send pictures or detailed description of the lettering or decals.

2. Does this vehicle have a performance chip, lift kit, or other aftermarket accessories?
If yes, please explain: i.e. take/send pictures or detailed description of the aftermarket accessories.

3. Does this vehicle show signs of abuse or lack of maintenance?
If yes, please explain: i.e. take/send pictures and provide detailed description of the abuse or proof for lack of maintenance.

4. How many **total days** has the vehicle been out of service for Ford warranty concerns at your dealership? ***This number should NOT include days out of service for maintenance or customer paid repairs, days an RO was left open while the vehicle was in the customer's possession, or days the vehicle was left by the customer prior to a scheduled appointment or after repairs were completed.***

Please Note:

- It is very important to complete and return the dealer report prior at your earliest convenience. The dealer report is one of the most important documents the Dispute Resolution Specialist or Arbitrator uses to make their decision. **Please complete and return within 24 hours of receipt.**

- When completing the **"Dealership Repair History Summary"** (page 2), summarize only those concerns that are listed on the customer's application. Please be thorough in your description of "action taken." Use only one box per repair. Duplicate and attach additional sheets if necessary.

RE:	Customer Name:	JENNIFER EDICK
	Case #:	CAS-2477161-V3S1F5
	Vehicle Type:	2013 ESCAPE
	VIN:	1FMCU0J95DU[redacted]
	Summary of Concerns:	WARRANTY HISTORY
# OF PAGES:	4	

Your dealership has been identified as the servicing party in the above referenced case, and can best provide the information required to properly review and investigate this customer's request for repurchase / replacement.

Please return the following required documents, via fax, within the next 24 hours:

1. Complete all sections of the attached Dealer Report
2. Complete the Dealership Repair History Summary
3. Include accounting copies of all applicable repair orders, front and back (**warranty, internal and retail**) that may assist with our case review and response. (If the warranty concerns are not clear as listed above, please feel free to contact me).
4. Copies of technician notes and write-up sheets

It is very important we receive your report and supporting documents in order to complete a good faith review of the customers repurchase / replacement request.

We appreciate your assistance, if you have any questions, please feel free to contact me. Thank you!

Amabile, Norman

From: Kovacs, Carmell (C.) <ckovacs5@ford.com>
Sent: Monday, April 29, 2013 11:14 AM
To: Amabile, Norman
Subject: FW: 4-22-13-[redacted]-CALL-CAS-2477161-V3S1F5-DealerReport-PowerFordValencia.doc

Ford Motor Company ®
Carmell Kovacs - DRP | Dispute Resolution Specialist | Dispute Resolution Program
ckovacs5@ford.com | www.ford.com
office: 866-567-6518 x77133
fax: 888-891-1682

From: Kovacs, Carmell (C.)
Sent: Monday, April 22, 2013 9:43 AM
To: WILSONF12@AUTONATION.COM
Subject: 4-22-13-[redacted]-CALL-CAS-2477161-V3S1F5-DealerReport-PowerFordValencia.doc

Please return the following required documents, via fax, within the next 24 hours, including technician time stamps

Ford Motor Co.
California Lemon Law Review

DATE:	04/18/13	
TO:	**Service Manager:**	FRANK WILSON 661-255-6600
	Email:	WILSONF12@AUTONATION.COM
FROM:	**Ford Analyst:**	Carmell Kovacs
	Phone/Fax:	866-567-6518 x 77133/ 888-891-1682

CUSTOMER #: 6114455

143417

WARRANTY

POWER FORD VALENCIA

23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]

VALENCIA, CA [redacted]

PAGE 2

SMOG STATION ☐

HOME: [redacted] CONT: [redacted]

ARD 192643 EPA #CAD981637408

BUS: CELL:

SERVICE ADVISOR: 9117 JEFF CHEATHAM

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	13	FORD ESCAPE	1FMCU0J95DU[redacted]	[redacted]	5206/5211	T4410

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			19:00 11APR13			CASH	09APR13

R.O. OPENED	READY	OPTIONS:
15:03 08APR13	12:50 09APR13	DLR:01864 ENG:2.0_Liter

LINE	OPCODE	TECH	TYPE	HOURS			LIST	NET	TOTAL
	10:26	10:26	0.00	W	1570	C			

COST, SALE, & COMP TOTALS 3000 3000 0

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 8:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $
AUTHORIZED ADD'L REPAIRS $ ADD'L REPAIRS OK'D BY IN PERSON PHONED
AUTHORIZED ADD'L REPAIRS $ DRIVER'S LIC. NO. OR I.D.
TOTAL $ DATE TIME
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE
SIGNATURE X DATE
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF
X
SERVICE INSTALLED PARTS
ACCRUED MILEAGE ORIGINAL R.O. No.
PROGRAM CODE(S) 1 2 3 ADDITIONAL CODES COMMENTS DESC.

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

THIS FORM IS AN ITEMIZED LIST OF REPAIRS AND IS PART OF A REPAIR ORDER. THIS REPAIR ORDER CONTINUATION IS SUBJECT TO ALL THE CONDITIONS OF THE ORIGINAL REPAIR ORDER.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	30.00
TOTAL CHARGES	30.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	30.00

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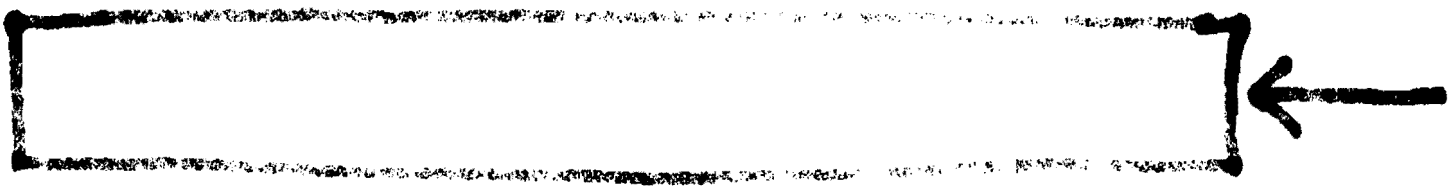
WARRANTY COPY



CUSTOMER #: 6114455

143417

WARRANTY

POWER FORD VALENCIA

23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]

VALENCIA, CA [redacted]

PAGE 1

SMOG STATION ☐

HOME: [redacted] CONT: [redacted]

ARD 192643 EPA #CAD981637408

BUS: CELL:

SERVICE ADVISOR: 9117 JEFF CHEATHAM

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	13	FORD ESCAPE	1FMCU0J95DU[redacted]		5206/5211	T4410

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			19:00 11APR13			CASH	10APR13

R.O. OPENED	READY	OPTIONS:
15:03 08APR13	15:24 10APR13	DLR:01864 ENG:2.0_Liter

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A PER CUSTOMER ONLY AT START UP THE ENGINE FAULT SERVICE NOW COMES UP
ON INFO SCREEN CK AND ADVISE THE CAR WILL SURGE ON RPM
CAUSE: X
EN001 130205A
1570 WF 0.20 21.12 21.12
FC: PART#: COUNT: 0 0 TPARTS
CLAIM TYPE:
AUTH CODE:
00474 570 2112 TLABOR
MISC LOANER
PO#435943
WF 30.00 30.00

SALE-LBR: 21.12 PTS: 0.00 MSC: 30.00 LUB: 0.00 SUB: 0.00 TOTAL 51.12

5211 EEC KOEO P025A. REPROGRAM BCM AS PER TSB
****

SALE-LBR: 21.12 PTS: 0.00 MSC: 30.00 LUB: 0.00 SUB: 0.00 TOTAL 51.12

DATE	START	FINISH	DURATION	TYPE	TECH	LINE(S)	CHG
04-09-13	09:28	10:26	0.96	W	1570	A	
	10:26	10:26	0.00	W	1570	B	
	10:26	10:26	0.00	W	1570	C	

COST, SALE, & COMP TOTALS 3570 5112 0

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 6:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 8:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $
AUTHORIZED ADD'L REPAIRS $ ADD'L REPAIRS DR'D BY IN PERSON PHONED
AUTHORIZED ADD'L REPAIRS $ DRIVER'S LIC. NO OR I.D.
TOTAL $ DATE TIME
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE
SIGNATURE X DATE
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF:
X
SERVICE INSTALLED PARTS
ACCRUED MILEAGE ORIGINAL R.O. No.
PROGRAM CODE(S) 1 2 3 ADDITIONAL CODES CONVENIENCE CODE

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

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DESCRIPTION	TOTALS
LABOR AMOUNT	21.12
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	30.00
TOTAL CHARGES	51.12
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	51.12

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WARRANTY COPY

CUSTOMER #: 6114455

143417

WARRANTY

POWER FORD VALENCIA
23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]
VALENCIA, CA [redacted]
HOME [redacted] CONT: [redacted]
BUS: CELL:

PAGE 1 SMOG STATION ☐
ARD 192643 EPA #CAD981637408
SERVICE ADVISOR: 9117 JEFF CHEATHAM

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	13	FORD ESCAPE	1FMCU0J95DU[redacted]	[redacted]	5206/5211	T4410

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			19:00 11APR13			CASH	09APR13

R.O. OPENED	READY	OPTIONS: DLR:01864 ENG:2.0_Liter
15:03 08APR13	12:50 09APR13	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A PER CUSTOMER ONLY AT START UP THE ENGINE FAULT SERVICE NOW COMES UP
ON INFO SCREEN CK AND ADVISE THE CAR WILL SURGE ON RPM
CAUSE: X
EN001 Miscellaneous Engine - Repair
1570 WF 0.00 0.00 0.00
FC: PART#: COUNT: 0 0 TPARTS
CLAIM TYPE:
AUTH CODE:
00474 0 0 TLABOR

SALE-LBR: 0.00 PTS: 0.00 MSC: 0.00 LUB: 0.00 SUB: 0.00 TOTAL 0.00

5211 EEC KOEO P025A. REPROGRAM BCM AS PER TSB
****
D** ESP RENTAL
CAUSE: X
70 SUBLET - 70
1558 WFXM 0.00 0.00 0.00
0 0 TPARTS
0 0 TLABOR
MISC ESP RENTA ONE DAY
PO#DUB312661
WFXM 30.00 30.00

SALE-LBR: 0.00 PTS: 0.00 MSC: 30.00 LUB: 0.00 SUB: 0.00 TOTAL 30.00

****

SALE-LBR: 0.00 PTS: 0.00 MSC: 30.00 LUB: 0.00 SUB: 0.00 TOTAL 30.00

DATE	START	FINISH	DURATION	TYPE	TECH	LINE(S)	CHG
04-09-13	09:28	10:26	0.96	W	1570	A	
	10:26	10:26	0.00	W	1570	B	

7:00 AM - 7:00 PM MON - FRI
8:00 AM - 6:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

AUTHORIZED ADDL REPAIRS $ | ADDL REPAIRS OKD BY | IN PERSON | PHONED
AUTHORIZED ADDL REPAIRS $ | DRIVER'S LIC. NO. OR I.D.
TOTAL $ | DATE | TIME
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE
SIGNATURE X DATE
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF
X
SERVICE INSTALLED PARTS
ACCRUED MILEAGE | ORIGINAL R.O. No.
PROGRAM CODE(S) 1 2 3 | ARBITRATION CODE | COMMITMENT CODE

Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

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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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WARRANTY COPY

CUSTOMER #: 6114455

140120

INTERNAL

POWER FORD VALENCIA
23920 CREEKSIDE ROAD
VALENCIA, CA 91355
DIRECT TO SERVICE (661) 255-0066
MAIN: (661) 255-6600

[redacted]

VALENCIA, CA [redacted]

PAGE 1

SMOG STATION ☐

HOME: [redacted] CONT: [redacted]

ARD 192643 EPA #CAD981637408

BUS: CELL:

SERVICE ADVISOR: 9151 MARVIN REYES

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	13	FORD ESCAPE	1FMCU0J95DU[redacted]	[redacted]	2650/2650	T6648

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			19:00 02FEB13			CASH	02FEB13

R.O. OPENED	READY	OPTIONS:
09:49 02FEB13	10:54 02FEB13	DLR:01864 ENG:2.0_Liter

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTS STATES RUSN ROUGH ALSO ENGINE FUALT WARNING LIGHT COMES ON
CAUSE: X
10 DRIVEABILITY
9167IFEPS 0.00 0.00 0.00
2650 PERFORMED EEC TEST NO DTC'S PREFORMED ROAD TEST ,DATA LOGGER TO MONITER PID DATA NO ABNORMAL CONDITIONS FOUND UNABLE TO VERIFY CUST. CORCERN.

****

B DEALER OFFERED AND CUSTOMER APPROVED TIRE PRESSURE CHECK AND INFLATE SERVICE
CAUSE: TIRE PRESSURE CHECK PER MANUFACTURER'S SPECIFIACTIONS
TPC DEALER OFFERED AND CUSTOMER APPROVED TIRE PRESSURE CHECK AND INFLATE SERVICE
9167IFEPS 0.00 0.00 0.00
2650 36 PSI

****

EST: 0.00 02FEB13 09:49 SA: 9151

COST, SALE, & COMP TOTALS 0 0 0

SERVICE DEPARTMENT HOURS:
7:00 AM - 7:00 PM MON - FRI
8:00 AM - 6:00 PM SATURDAYS
CLOSED SUNDAYS

PARTS DEPARTMENT HOURS:
7:00 AM - 6:00 PM MON - FRI
8:00 AM - 5:00 PM SATURDAYS
CLOSED SUNDAYS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED ALL REMANUFACTURED PARTS WILL HAVE A CORE VALUE

ORIGINAL ESTIMATE $
AUTHORIZED ADD'L REPAIRS $ — ADD'L REPAIRS ORD BY: IN PERSON / PHONED
AUTHORIZED ADD'L REPAIRS $ — DRIVER'S LIC. NO / DEL I.D.
TOTAL $ — DATE — TIME
I ACKNOWLEDGE NOTICE & ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE
SIGNATURE X DATE
CUSTOMER ACKNOWLEDGES A RECEIPT OF A COPY HEREOF.
X
SERVICE INSTALLING PARTS
ACCRUED MILEAGE — ORIGINAL R.O. No.
PROGRAM CODE(S) 1 2 3 — ABNORMAL CODES — CONVENIENCE CODE

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items."

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

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INTERNAL COPY

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173417

6114455 02

143417 [redacted]

[redacted]

WORKORDER [redacted]

VALENCIA, CA [redacted]

PAGE 1

SMOG STATION ☐

HOME: [redacted] CONT: [redacted]

ARD 192643 EPA #CAD981637408

BUS: CELL:

SERVICE ADVISOR: 9117 CHEATHAM, JEFF

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE	13	FORD ESCAPE	1FMCU0J95DU[redacted]	[redacted]	5206/	T4410

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			19:00 08APR13			CASH	

R.O. OPENED	READY	OPTIONS: DLR:01864 ENG:2.0_Liter
08APR2013 15:03		

LINE	OP CODE	TECH...	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A				per CUSTOMER ONLY AT START UP THE ENGINE FAULT SERVICE NOW COMES UP ON INFO SCREEN CK AND ADVISE THE CAR WILL SURGE ON RPM
	EN001	1570	WF	Miscellaneous Engine - Repair 1570- W-
	NOTES: Include: |Notes: |Labor:			
# B	TPC	1570	CF	DEALER OFFERED AND CUSTOMER APPROVED TIRE PRESSURE CHECK AND INFLATE SERVICE 35
# C	99P	1570	CF	CUSTOMER REQUESTED TO HAVE MULTIPOINT INSPECTION PERFORMED THIS VISIT Done.

ESP

I hereby authorize the repair work therein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume or authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss or damge to the above vehicle, or articles left therein; in case of fire, theft or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspecting such vehicle.

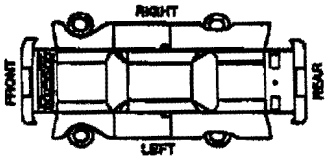
PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY X [signature]

Revised Estimate Parts _____ Labor _____ Totals _____ Phone # _____
Date _____ Time _____ FAX # _____ BY _____
Revision Details _____ E-mail _____
In Person _____

Revised Estimate Parts _____ Labor _____ Totals _____ Phone # _____
Date _____ Time _____ FAX # _____ BY _____
Revision Details _____ E-mail _____
In Person _____

No Major Damage X_____
Some Light Scratches X_____
Scratches Throughout X_____
Scratches and Dings Throughout X_____
Major Damage X_____
Unable to determine condition of body X_____



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TECHNICIAN COPY

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

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

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	DDWB7014 NHL			**Received:**	04/23/2013
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2013,ESCAPE 4X2 (2013 -) ,TITAN ,4X2 ,MPV ,1FMCU0J95DU[redacted]			**Build Date:**	10/05/2012
Odometer :	5,642 M	**Engine:**	2.0L GTDI	**Calibration:**	DM21A20A
Transmission:	6SP 6F MID	**Axle:**	3.07 RATIO	**A/C:**	YES
Dealer:	USA 01864 Power Ford Valencia			**Phone#:**	(661) 255-6600
City:	Valencia	**State:**	California	**Country :**	USA

Originator: DAN HALE
Symptom: 5 58 2 12 DRV PERF,ENGINE SURGE,ACCEL,COLD
Status:
VFG: V52 DRIVEABILITY
Additional Symptom: SURGE U0140
Fix: **Causal Component :**
Condition Code:

Hotliner: RGARY4 **Phone:** 000 317-7041 **Regn Cd:** W1 Los Angeles

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

Dlr Contact: **Phone:** **Title Cde:** T

KOEO: U0140 U0140 U0140 U0140
KOEC:
KOER:
Comments:

REPAIR 04/23/2013 02:07PM ROBERT GARY MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUST CONCERN-ENGINE SURGE WHEN FIRST ACCEL AFTER START UP. DIAGNOSTICS: IDS TEST PULLED CODES LOST COMMUNICATION WITH BCM.COULD NOT DUPLICATE CUST CONCERN.PERFORMED WIGGLE TEST NO SYMPTOMS APPEARED.INSP HARNESS FOR RUBBING OR CHAFEING.NO CONCERNS FOUND.SUSPECT INTERNAL FAULT IN BCM PARTS REPLACED: NONE TECH QUESTION: COULD NOT DUPLICATE CONCERN.REPEAT CONCERN.SUSPECT BCM INTERNAL FAULT.HOW SHOULD I PROCEED?

RECOMM 04/23/2013 02:07PM ROBERT GARY MSS - FCSD - TECH SVC HOTLINE
DAN, AN INTERNAL BCM FAILURE CAN CAUSE THIS CONCERN, HOWEVER DUE TO THE INTERMITTENT NATURE OF THE CONCERN IT IS LIKELY A CIRCUIT OR A CONNECTION CONCERN IS THE ROOT CAUSE. PLEASE CONTINUE TO TRY AND DUPLICATE THE CONCERN, ONCE THE CONDITION IS PRESENT, INSPECT CONNECTORS C1035A AND C1035B CONNECTORS AT THE BJB, THE WIRING HARNESS THAT IS ROUTED ON TOP OF THE TRANSMISSION AND THE BATTERY +/- CABLES WHILE WIGGLE TESTING AND NOTE IF COMMUNICATION RETURNS. IF COMMUNICATION RETURNS DURING WIGGLE TESTING, INSPECT THE TESTED ARE FOR POOR PIN FIT, TERMINAL RETENTION IN THE HARD SHELL AND THAT ALL CONNECTORS ARE FULLY SEATED. NO REPAIRS SHOULD BE MADE UNTIL THE THE CONDITION HAS BEEN DUPLICATED AND DIAGNOSIS COMPLETED VALIDATING A FAILURE.

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Report Summary **Ford Proprietary, Private** **Retention:** None
Server: ECCWS686

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

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Report Detail Section : View Details Attachments: 0

Report# :	DBPAC002 NHL			**Received:**	02/16/2013
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2013,ESCAPE 4X2 (2013 -) ,TITAN ,4X2 ,MPV ,1FMCU0J95DU[redacted]			**Build Date:**	10/05/2012
Odometer :	6,774 M	**Engine:**	2.0L GTDI	**Calibration:**	DM21A20A
Transmission:	6SP 6F MID	**Axle:**	3.07 RATIO	**A/C:**	YES
Dealer:	USA 05453 Sunrise Ford of North Hollywoo			**Phone#:**	(818) 980-9800
City:	North Hollywood	**State:**	California	**Country :**	USA

Originator: MARK MARX

Symptom: 5 57 2 39 DRV PERF,HESITATES/STUM,ACCEL,INTERMITTENT

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: P0236

Fix: **Causal Component :**

Condition Code:

Hotliner: WHOUST13 **Phone:** 000 317-7044 **Regn Cd:** W1 Los Angeles

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

Dlr Contact: MARK MARX **Phone:** 000 000-0000 **Title Cde:** T

KOEO: P0236
KOEC:
KOER:
Comments:

REPAIR 02/16/2013 08:17AM WILLIE HOUSTON(FSE) MSS - FCSD - REG ATL-ORLAND-MI
WEB FORM DATA - CONCERN: MIL ON
DIAGNOSTICS: EEC TEST -
CHECKED FOR LOOSE HOSES, CLAMPS PARTS REPLACED:
NONE
TECH QUESTION: CODE P0236 MEMORY ONLY CHECKED FOR LOOSE HOSES / CLAMPS / WENT THROUGH PINPOINT TESTS EA1-EA9 FOUND NOTHING - ARE THERE ANY KNOWNS FOR THIS CONCERN ANY THING ELSE TO CHECK BEFORE I CUT IT LOOSE. KOEO BARO 14.35 MAP 14.5 TIP PRS 15.31

RECOMM 02/16/2013 08:17AM WILLIE HOUSTON(FSE) MSS - FCSD - REG ATL-ORLAND-MI
MARK, THE DTC P0236 SETS WHEN THE THROTTLE INTAKE PRESSURE (TIP_PRS_BOOST) PID DOES NOT CORRELATE WITH THE BAROMETRIC PRESSURE (BARO) AND THE MANIFOLD ABSOLUTE PRESSURE (MAP) PIDS AT IGNITION ON. SINCE THE DTC IS NOT A HARD FAULT IT WILL MOST LIKELY BE NECESSARY TO ATTEMPT TO DUPLICATE THE CONCERN WHILE MONITORING THE TIP VOLTAGE PID. MAKE A RECORDING OF THE PID WHEN THE DTC IS SET AND NOTE THE VOLTAGE DURING PLAYBACK. AN ERRATIC SENSOR VALUE (SIMILAR TO THAT OF A SEISMOGRAPH) INDICATES A FAULTY SENSOR, CIRCUIT OR PINFIT ISSUE. SENSOR CONTAMINATION MAY ALSO CAUSE THE DTC TO BE SET. THERE ARE MULTIPLE REPORTS OF WIRE HARNESS CHAFING AT THE TRANSMISSION MOUNT NEAR THE TRANSMISSION SIDE PAN. CLOSELY INSPECT THESE AREAS FOR HARNESS DAMAGE AND IF PRESENT, REPAIR AS NEEDED AND RETEST.

REPAIR 02/18/2013 08:09AM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE
I HAVE FOUND NOTHING OF NOTE SO FAR, THE ROUTING OF THE WIRING FROM THE 9F479 IN THE CAC OUTLET GOING OVER AND AROUND THE A/C COMPRESSOR IS TIGHT AND FULL OF SHARP EDGES - BUT I CAN NOT SEE ANY CUTS. THE

LOOM GOING TO THE PCM FROM THE ENGINE TRAVELS DOWN IN FRONT OF THE TRANS PAN NO WHERE NEAR THE TRANS MOUNT NO RUB THROUGH FOUND THERE. THE WIRING TO THE MAP SENSOR IN THE INTAKE MANIFOLD LOOKS FINE. CAN WE FLIGHT RECORD THOSE PIDS TO TRY TO FIND WHICH SENSOR/CIRCUT THAT THE ISSUE IS COMING FROM? THANK YOU FOR YOUR INPUT.----MARK----

RECOMM **02/18/2013 08:09AM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE**
MARK, YES IF DUPLICATION IS DIFFICULT A VDR CAN BE UTILIZED AND THE CUSTOMER ADVISED HOW TO CAPTURE A RECORDING.

REPAIR **05/22/2013 05:14PM BRETT FENNING MSS - FCSD - TECH SVC HOTLINE**
WEB FORM DATA - CONCERN: ENGINE GOES INTO FAIL SAFE AT TIMES AFTER STARTING. CONCERN ONLY HAPPENS AFTER STARTING VEHICLE. DIAGNOSTICS: THE SHOP FOREMAN SENT THE COSTOMER OUT WITH THE VCM2 TO MAKE RECORDINGS WHEN CONCERN HAPPENED. ALL PIDS THAT WERE SELECTED SHOW TO BE NORMAL. HOWEVER AT TIME OF CONCERN A DTC WAS SET P0236. PERFROMED PPTS PER PCED SHOP MANUAL EA1,EA8, SAYS TO REPLACE THE TCBP/CACT SENSOR PER ACTION TO TAKE OF PPTS. PARTS REPLACED: NONE TECH QUESTION: I NEED TO KNOW IF I SHOULD REPLACE THE TCBP/CACT SENSOR AND IF SO WHERE IS IT LOCATED? I LOOKED IN SECTION 303-14 OF THE SHOP MANUAL BUT DOES NOT SHOW LOCATION OF SENSOR.

RECOMM **05/22/2013 05:14PM BRETT FENNING MSS - FCSD - TECH SVC HOTLINE**
HORACE, SINCE THE PIN POINT TEST LEADS TO TCBP/CACT REPLACEMENT, IT IS RECOMMENDED TO REPLACE AND SENSOR AND PIG TAIL AT THIS TIME. THERE HAVE BEEN SIMILAR REPORTS INDICATING A CONCERN WITH THE TCBP/CACT SENSOR AND PIG TAIL. PLEASE NOTE THE TCBP/CACT SENSOR IS LOCATED, TCBP SENSOR IS MOUNTED ON THE PASSENGER'S SIDE OF THE CHARGED AIR COOLER(CAC). THIS INFORMATION CAN BE FOUND IN THE EVTM UNDER CONNECTOR LOCATIONS. IF THE CONCERN IS STILL PRESENT AFTER REPLACEMENT OF THE TCBP/CACT SENSOR AND PIG TAIL, RECOMMEND MONITORING TIP_PRES_V AND TIP_PRS_BOOST WHILE WIGGLE TESTING SPLICES AND CONNECTIONS TO SEE IF THERE ARE ANY ERRATIC CHANGES. CLOSE ATTENTION SHOULD BE PAID TO THE HARNESS WHERE IT RUNS NEXT TO THE TRANSMISSION SIDE COVER. THIS PORTION OF THE HARNESS CAN BE ACCESSED FROM UNDERNEATH THE VEHICLE BY REMOVING THE SPLASH SHIELD. IF ANY FLUCTUATIONS OR ERRATIC CHANGES ARE

Download Options

NOTED IN THE PIDS WHILE WIGGLE TESTING THE HARNESS, IT IS RECOMMENDED TO REPLACE THE HARNESS AND RETEST. FEEL FREE TO UPDATE THIS FORM IF YOU HAVE ANY ADDITIONAL QUESTIONS. ISM 13-04-027 2013 ESCAPE GTDI - P0106 OR P0236

AUDIT **05/22/2013 05:14PM BRETT FENNING MSS - FCSD - TECH SVC HOTLINE**

ODOMETER 3389 M CHANGED TO 6774 M BY BFENNIN1

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215-665-7660
FAX 215-563-8738

www.MyLemon.com

DAVID J. GORBERG†
LAURA L. APPLEGATE
COURTNEY L. SOFIA*
EDWARD B. FEINER*

*MEMBER OF PA AND NJ BARS
†MEMBER OF PA AND NY BARS

NEW JERSEY OFFICE
208 KINGS HIGHWAY SOUTH
CHERRY HILL, NJ 08034
(856) 354-2119

PITTSBURGH OFFICE
1900 ALLEGHENY BLDG.
429 FORBES AVENUE
PITTSBURGH, PA 15219
412-894-9970
FAX 412-894-9983

May 23, 2012

Ford Motor Company
c/o CT Corporation
116 Pine Street
Suite 320
Harrisburgh. PA 17101

RE: Foley vs Ford Motor Company
DOCKET # 2012-C-2201

Dear Sir/Madam:

Pursuant to the current Rules of Civil Procedure, we enclose herein the copy of the Civil Action Complaint, the original of which has been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within twenty (20) days from your receipt of this letter or a default judgment may be entered against you.

Very truly yours,

DAVID J. GORBERG

DJG/mk
Enclosure

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

RECEIPT NO.: 7010 2780 003 5215 9042

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

LEHIGH County

For Prothonotary Use Only:	
Docket No: 2012-C-2201	

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:
☒ Complaint ☐ Writ of Summons ☐ Petition
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name: TIMOTHY FOLEY	Lead Defendant's Name: FORD MOTOR COMPANY
Are money damages requested? ☒ Yes ☐ No	Dollar Amount Requested: (check one) ☒ within arbitration limits ☐ outside arbitration limits
Is this a *Class Action Suit*? ☐ Yes ☒ No	**Is this an *MDJ Appeal*?** ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: DAVID J. GORBERG

☐ **Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)**

SECTION B

Nature of the Case: Place an "X" to the left of the **ONE** case category that most accurately describes your ***PRIMARY CASE***. If you are making more than one type of claim, check the one that you consider most important.

TORT *(do not include Mass Tort)*
- ☐ Intentional
- ☐ Malicious Prosecution
- ☐ Motor Vehicle
- ☐ Nuisance
- ☐ Premises Liability
- ☐ Product Liability *(does not include mass tort)*
- ☐ Slander/Libel/ Defamation
- ☐ Other:

MASS TORT
- ☐ Asbestos
- ☐ Tobacco
- ☐ Toxic Tort - DES
- ☐ Toxic Tort - Implant
- ☐ Toxic Waste
- ☐ Other:

PROFESSIONAL LIABLITY
- ☐ Dental
- ☐ Legal
- ☐ Medical
- ☐ Other Professional:

CONTRACT *(do not include Judgments)*
- ☒ Buyer Plaintiff
- ☐ Debt Collection: Credit Card
- ☐ Debt Collection: Other
- ☐ Employment Dispute: Discrimination
- ☐ Employment Dispute: Other
- ☐ Other:

REAL PROPERTY
- ☐ Ejectment
- ☐ Eminent Domain/Condemnation
- ☐ Ground Rent
- ☐ Landlord/Tenant Dispute
- ☐ Mortgage Foreclosure: Residential
- ☐ Mortgage Foreclosure: Commercial
- ☐ Partition
- ☐ Quiet Title
- ☐ Other:

CIVIL APPEALS
Administrative Agencies
- ☐ Board of Assessment
- ☐ Board of Elections
- ☐ Dept. of Transportation
- ☐ Statutory Appeal: Other
- ☐ Zoning Board
- ☐ Other:

MISCELLANEOUS
- ☐ Common Law/Statutory Arbitration
- ☐ Declaratory Judgment
- ☐ Mandamus
- ☐ Non-Domestic Relations Restraining Order
- ☐ Quo Warranto
- ☐ Replevin
- ☐ Other:

2012 MAY 22 AM 10: 58

FILED

Updated 1/1/2011

FILED
2012 MAY 22 AM 10:58
CLERK OF COURTS
LEHIGH CO.

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA

CIVIL DIVISION

Timothy Foley 214 Laureen Road Schwenksville, PA 19473 Plaintiff	:	
vs.	:	File No. 12-C-2201
Ford Motor Company c/o CT Corporation 116 Pine St Suite 320 Harrisburg, PA 17101 Defendant	:	

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LEHIGH COUNTY BAR ASSOCIATION

LAWYER REFERRAL SERVICE

1114 WALNUT STREET

ALLENTOWN, PENNSYLVANIA 18102

TELEPHONE: 610-433-7094

Signature

DAVID J. GORBERG
(Name)

700 Times Bldg. Ardmore, PA 19003
(Address)

215-665-7660
(Telephone Number)

DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG
Identification No.: 53084
32 Parking Plaza
Suite 700
Ardmore, PA 19003
215-665-7660

Attorney for Plaintiff

Timothy Foley
214 Laureen Road
Schwenksville, PA 19473

COURT OF COMMON PLEAS

vs.

Lehigh

Ford Motor Company
C/O CT CORPORATION
116 PINE STREET
SUITE 302
HARRISBURGH PA 17101

COMPLAINT

1. Plaintiff, Timothy Foley, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing 214 Laureen Road, Schwenksville, PA 19473

2. Defendant, Ford Motor Company is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania and can be served c/o CT Corporation, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about January 10, 2012, Plaintiff purchased a new 2011 Ford Escape (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FMCU0DG6BKB18159. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled $30,558.22.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about January 10, 2012, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of but was not limited to defective engine. Copies of repair receipts are attached hereto and marked as Exhibit "A".

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

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for

the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

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

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

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

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which

substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiff uses the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.

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

35. Section 15 U.S.C. §2310 (d) (1) provides:

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods

of competition to include the following:

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

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers Defendant's failure to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: _____
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, after having read the attached pleading verifies that the within Civil Action Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that he has read the within Civil Action Complaint and that they are true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the Civil Action Complaint are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X /S/ David J. Gorberg
DAVID J. GORBERG

Date: _____

LINCOLN

JOHN KENNEDY DEALERSHIPS

John Kennedy Ford Lincoln Mazda
3189 W. Ridge Pike - Pottstown, PA 19464 - (610) 495-7100

SUBARU

www.kennedyauto.com

CELL: [redacted]

74467	STEVEN HERNANDEZ	69597	442	03/30/12	FOCS287394

[redacted]
SCHWENKSVILLE, PA [redacted]

3,745 SILVER/
11/FORD TRUCK/ESCAPE/FWD 4DR XLT
1 F M C U 0 D G 6 B K [redacted]

03/30/12

MO: 3745

LABOR & PARTS

J# 1 24FOZWRKS * THE WORKS* TECH(S):64622 23.30
PERFORM SPECIAL...CHANGE OIL AND FILTER,ROTATE TIRES,
INSPECT TIRES AND BRAKES, TEST BATTERY, CHECK BELTS, HOSES,
AND FILTERS. TOP OFF FLUIDS
INCLUDES UP TO 5 QRTS OF OIL

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	FL-500-S	FILTER ASY - 0	6.00	6.00
JOB # 1	6	LOC	LOC 5W20	2.13	12.78
			JOB # 1 TOTAL PARTS		18.78
			JOB # 1 TOTAL LABOR & PARTS		42.08

J# 2 97FOZQ99P QUICK LANE MULTI PT TECH(S):64622 0.00
PERFORM QUICK LANE MULTI POINT INSPECTION
PERFORMED QUICK LANE MULTI POINT INSPECTION

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 2 TOTAL PARTS		0.00
			JOB # 2 TOTAL LABOR & PARTS		0.00

J# 3+97FOZGBATT *GREEN BATTERY TECH(S):64622 0.00
PERFORMED FREE BATTERY TEST--PASSED

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 3 TOTAL PARTS		0.00
			JOB # 3 TOTAL LABOR & PARTS		0.00

J# 4+97FOZGBK *BRAKE CHECKED OK TECH(S):64622 0.00
BRAKE LINING WEAR CHECKED. BRAKES WEARING OK AT THIS TIME

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 4 TOTAL PARTS		0.00
			JOB # 4 TOTAL LABOR & PARTS		0.00

J# 5+97FOZGTIRE *TIRES CHECKED & OK TECH(S):64622 0.00
TIRE TREAD WEAR CHECKED. TIRES WEARING OK AT THIS TIME.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 5 TOTAL PARTS		0.00
			JOB # 5 TOTAL LABOR & PARTS		0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # 1	OAR	OWNER ADVANTAGE REWARDS		-10.00
JOB # 1	OAR	OWNER ADVANTAGE REWARDS		-10.00
			TOTAL - MISC	-20.00

COMMENTS
2011 ESCAPE

YOUR STATE INSPECTION

IS DUE

LIMITED LABOR WARRANTY

[illegible]

Thank You, We appreciate your business!

JOHN KENNEDY DEALERSHIPS

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CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 10:30am

SFE41810-G (09/10)

PE13-003.4 000442LC

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John Kennedy Ford Lincoln Mazda
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SUBARU

www.kennedyauto.com

CELL: [redacted]

74467	STEVEN HERNANDEZ	69597	442	03/30/12	FOCS287394
[redacted]			3,745	SILVER/	
SCHWENKSVILLE, PA [redacted]	11/FORD TRUCK/ESCAPE/FWD 4DR XLT				
	1 F M C U 0 D G 6 B K [redacted]				
				03/30/12	

MO: 3745

TOTALS

THANK-YOU. WE APPRECIATE YOUR BUSINESS.

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SEE YOUR SERVICE ADVISOR FOR DETAILS

YOUR VEHICLE IS PARKED IN

SPOT # .....

TOTAL LABOR....	23.30
TOTAL PARTS....	18.78
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	-20.00
TOTAL TAX.....	2.52
TOTAL INVOICE $	**24.60**

*** VISIT US ON THE WEB AT WWW.KENNEDYAUTO.COM ***

CUSTOMER SIGNATURE

Pd. 3/30/12 Visa

YOUR STATE INSPECTION

IS DUE

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS RECOMMENDED FOR A PERIOD OF 4 MONTHS OR 4,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS AND THE SYSTEM WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO NOR ENFORCEABLE BY ANY OTHER PERSON.

THIS PART(S) IS SOLD AS IS. THE OUTSTANDING WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER(S). THE SELLING DEALER HEREBY EXPRESSLY FINDS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY 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. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR REFECTS PERTAINING TO SAFETY OF PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

Thank You, We appreciate your business!

JOHN KENNEDY DEALERSHIPS

For Re-order TRI-STATE BUSINESS FORMS (888) 579-3638 (11473751)

www.kennedyauto.com
CUSTOMER COPY

[END OF INVOICE] 10:30am

SF041890-G (09/10)

PE13-003.4 000443LC

LINCOLN

JOHN KENNEDY DEALERSHIPS

John Kennedy Ford Lincoln Mazda
3189 W. Ridge Pike - Pottstown, PA 19464 - (610) 495-7100

CELL: 610-226-5629

74467 STEVEN HERNANDEZ 69597 429 04/18/12 FOCS287490

[redacted] 3,894 SILVER/

SCHWENKSVILLE, PA [redacted] 11/FORD TRUCK/ESCAPE/FWD 4DR XLT

1 F M C U 0 D G 6 B K [redacted]

04/02/12

MO: 3906

LABOR & PARTS

J# 1 06F0Z ENGINE-MINOR TECH(S):64622 WARRANTY

CUSTOMER STATES TAPPING IN ENGINE. FEELS SLUGGISH VEFIFIED NOISE FROM ENGINE. CHECK OIL PRESSURE. CONTACTED HOTLINE. MONITORED VCT PIDS. REMOVE FEAD BELT. NO CHANGE. ISOLATED EVAP PURGE VALVE AND PCV VAVLE. NO CHANGE IN NOISE. REMOVE BOTH VAVLE COVERS INSPECTED CAM CAPS FOUND SCORED. CONTACTED HOTLINE. PERFORMED COST CAP AND REPLACED BOTH CYLINDER HEADS. WHILE TIGHTENED DOWN RIGHT CYLINDER. BOLT SNAPPED OFF IN BLOCK. EXTRA TIME NEEDED TO EXTRACT BOLT CLEANED THREADS AND REASSEMBLED ENGINE. TOP OFF FLUID AND ROAD TEST OK

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1		AL8Z-6049-A	CYLINDER HEAD		WARRANTY
JOB # 1	-1		AL8Z-6049-A	CORE RETURN		WARRANTY
JOB # 1	1		AL8Z-6049-B	CYLINDER HEAD		WARRANTY
JOB # 1	-1		AL8Z-6049-B	CORE RETURN		WARRANTY
JOB # 1	1		9L8Z-6584-A	GASKET - VALVE		WARRANTY
JOB # 1	1		9L8Z-6584-B	GASKET - VALVE		WARRANTY
JOB # 1	1		9L8Z-6051-B	GASKET - CYLIN		WARRANTY
JOB # 1	1		9L8Z-6051-A	GASKET - CYLIN		WARRANTY
JOB # 1	1		3M4Z-6020-AA	GASKET		WARRANTY
JOB # 1	1		3M4Z-6020-BA	GASKET		WARRANTY
JOB # 1	1		3M4Z-6020-CA	GASKET		WARRANTY
JOB # 1	2		9L8Z-6M280-B	SOLENOID - ENG		WARRANTY
JOB # 1	6		9L8Z-6C527-A	GASKET - SPARK		WARRANTY
JOB # 1	16		4F1Z-6065-AB	BOLT - HEX.HEA		WARRANTY
JOB # 1	6		9L8Z-9439-A	GASKET - INTAK		WARRANTY
JOB # 1	1		E6AZ-9D476-B	GASKET		WARRANTY
JOB # 1	1		9L8Z-9H486-B	GASKET		WARRANTY
JOB # 1	1		9L8Z-8C387-B	GASKET		WARRANTY
JOB # 1	1		9L8Z-8527-A	SEAL		WARRANTY
JOB # 1	2		XW4Z-9448-AD	GASKET		WARRANTY
JOB # 1	12		-W701706-S440	NUT - ADJUSTIN		WARRANTY
JOB # 1	12		-W712244-S300	STUD		WARRANTY
JOB # 1	1		9L8Z-6051-A	GASKET - CYLIN		WARRANTY
JOB # 1	8		4F1Z-6065-AB	BOLT - HEX.HEA		WARRANTY
JOB # 1	2		VC-7-B	ANTI-FREEZE		WARRANTY
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 1	5057126	5057126	04/18/12	FUEL	INTERNAL
				TOTAL - SUBLET	0.00

Thank You. We appreciate your business!

JOHN KENNEDY DEALERSHIPS

www.kennedyauto.com

PAGE 1 OF 2 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 12:41pm

LINCOLN

JOHN KENNEDY DEALERSHIPS

John Kennedy Ford Lincoln Mazda
3189 W. Ridge Pike - Pottstown, PA 19464 - (610) 495-7100

CELL: [redacted]

74467 STEVEN HERNANDEZ 69597 429 04/18/12 FOCS287490

[redacted]
SCHWENKSVILLE, PA [redacted]

3,894 SILVER/
11/FORD TRUCK/ESCAPE/FWD 4DR XLT
1 F M C U 0 D G 6 B K [redacted]

04/02/12

MO: 3906

TOTALS.....

THANK-YOU, WE APPRECIATE YOUR BUSINESS.

WE RECOMMEND ALIGNMENTS YEARLY TO HELP EXTEND TIRE LIFE

SEE YOUR SERVICE ADVISOR FOR DETAILS

YOUR VEHICLE IS PARKED IN

SPOT # .....

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**

*** VISIT US ON THE WEB AT WWW.KENNEDYAUTO.COM ***

CUSTOMER SIGNATURE

Thank You. We appreciate your business!

JOHN KENNEDY DEALERSHIPS

www.kennedyauto.com
CUSTOMER COPY

[END OF INVOICE] 12:41pm

LINCOLN

JOHN KENNEDY DEALERSHIPS

John Kennedy Ford Lincoln Mazda
3189 W. Ridge Pike - Pottstown, PA 19464 - (610) 495-7100

SUBARU

www.kennedyauto.com

CELL: [redacted]

CUSTOMER NO					
74467	DEBORAH WAGNER	111	952	05/02/12	FOCS288752

[redacted]
SCHWENKSVILLE, PA [redacted]

RESIDENCE PHONE [redacted]

4,986 SILVER/
11/FORD TRUCK/ESCAPE/FWD 4DR XLT
1 E M C U 0 D G 6 B K [redacted]
05/01/12

MO: 4997

LABOR & PARTS

J# 1 09F0Z05 *CK ENGINE LIGHT DIA TECH(S):64622 WARRANTY

CUSTOMER STATES CHECK ENGINE LIGHT CAME ON, FFFLS LIKE LOSS OF POWER
VERIFIED ENGINE LIGHT ON, BUT DID NOT VERIFY ANY LACK OF PERFORMNACE AS NOTED BY CUSTOMER. PERFORMED SCAN TEST RECEIVED CODE P0302 AND P0316. CHECKED OASIS PERFORMED SSM 21703 MISFIRE MONITOR NEUTRAL CONNECTION RELEARN, ROAD TESTED AND PERFORMED POWER BALANCE BALANCE NO CYLINDERS DROPPED OUT TEST DROVE AGAIN OK

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2+20F0Z13B TAP DAY RENTAL TECH(S):64622 WARRANTY

TAP DAY RENTAL

JOB # 2 TOTAL LABOR & PARTS 0.00

TOTALS

THANK-YOU, WE APPRECIATE YOUR BUSINESS.

WE RECOMMEND ALIGNMENTS YEARLY TO HELP EXTEND TIRE LIFE

SEE YOUR SERVICE ADVISOR FOR DETAILS

YOUR VEHICLE IS PARKED IN

SPOT # .....

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**

*** VISIT US ON THE WEB AT WWW.KENNEDYAUTO.COM ***

CUSTOMER SIGNATURE

Thank You!
Lwd
5-2-12

YOUR STATE INSPECTION

IS DUE

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 4 MONTHS OR 4 [illegible] SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY [illegible] FRONT END ALIGNMENTS [illegible] CONTAMINATION. THE LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER CUSTOMER AND IS NOT TRANSFERABLE TO NOR ENFORCEABLE BY ANY OTHER PERSON.

THIS PART [illegible] WARRANTIES APPLY [illegible] THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER(S). THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY 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. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE BY WAY OF STRICT LIABILITY, NEGLIGENCE OR OTHERWISE.

Thank You, We appreciate your business!

JOHN KENNEDY DEALERSHIPS

For Re-order TRI-STATE BUSINESS FORMS (866) 579-3636 (1147375)

www.kennedyauto.com

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 03:14pm

PE13-003.4 000446LC

NATIONAL VEHICLE SERVICE CONTRACT
APPLICATION, TERMS & CONDITIONS

Ford
Extended Service Plan

SECTION A - INDIVIDUAL VEHICLE REGISTRATION SCHEDULE

[redacted]

Vehicle Identification N[redacted] Signature Date Warranty Start Date ☐ CPO

Internet Sale ☐ Yes ☐ No ☐ IPP - Terms ☐ 5 ☐ 11 ☐ 17 ☐ Incomplete Vehicle

SECTION B – TYPES OF NEW PLANS

CORE COVERAGES ☐ PowertrainCARE ☐ BaseCARE ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is $100)
COMPONENT WRAP COVERAGES (Kia/Hyundai/Mitsubishi) ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is $100)
RENTALCARE COVERAGE ☐ RentalCARE (Standard Deductible is $0)
SUPER DUTY COVERAGES ☐ Diesel EngineCARE ☐ Diesel EngineCARE Plus (Standard Deductible is $0)
DEDUCTIBLES (Optional ONLY) ☐ $0 ☐ $50 ☐ $200 ☐ Disappearing
OPTIONS ☐ First Day Rental Delete (Core/CPO Coverages) ☐ Enhanced Rental (Not available on All Coverages)
SURCHARGES ☐ 12 Months/12,000 Miles ☐ Turbocharger/Supercharger ☐ Snowplow
☐ Commercial Use ☐ Specialty (Emergency (Police Pursuit Units, Fire, Ambulance), Shuttle, Tow Truck)

SECTION C – TYPES OF USED PLANS

CORE COVERAGES ☐ PowertrainCARE ☐ BaseCARE ☐ ExtraCARE ☐ PremiumCARE (Standard Deductible is $100)
DEDUCTIBLES (Optional ONLY) ☐ $50 ☐ $200 ☐ Disappearing
OPTIONS ☐ First Day Rental Delete ☐ Enhanced Rental
SURCHARGES ☐ Turbocharger/Supercharger ☐ Snowplow

SECTION D – COVERAGE TERM AND COST

NEW PLAN AGREEMENTS: Coverage **BEGINS** at the New Vehicle Limited Warranty Start Date and Zero Miles/Hours. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles/Hours purchased from the New Vehicle Limited Warranty Start Date or Zero Miles/Hours
USED PLAN AGREEMENTS: ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE - Coverage **BEGINS** at the Signature Date and Current Mileage/Hours. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles/Hours Purchased from the expiration of the New Vehicle Limited Warranty **ELIGIBLE FORD, MERCURY OR LINCOLN VEHICLES THAT HAVE NO NEW VEHICLE LIMITED WARRANTY REMAINING AND ELIGIBLE USED COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY STATUS)** - Coverage **BEGINS** at the Signature Date and Current Mileage/Hours. Coverage **ENDS** at **THE EARLIER OF** the Number of Months Purchased or the Number of Miles/Hours Purchased from the Signature Date and Current Mileage/Hours.

Plan Name	Plan Term		Plan Expiration		Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
	Months	Mileage	Date	Mileage			
Core Plans: PREMIUM CARE	48	75000	01/10/16	75000	$ 1025.00	$ 61.50	$ 1086.50
Other Plans: N/A	N/A	N/A	N/A	N/A	$ N/A	$ N/A	$ N/A
Current Mileage: 102	*Current Hours: N/A		*Expiration Hours: N/A		Total $ 1025.00	Total $ 61.50	Total $ 1086.50

*Required for Incomplete or Diesel Equipped Vehicles.

SECTION E - DISCLOSURE INFORMATION

THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

MISSISSIPPI AND WASHINGTON RESIDENTS, PLEASE SEE REVERSE SIDE.

I acknowledge receipt of a complete copy of this Application and the Terms and Conditions (the "Entire Agreement") at the time of signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

(X) _____ 01/10/2012
Service Contract Holder/Purchaser Signature (not valid without signature) — Signature Date

TIMOTHY J FOLEY 214 LAUREEN RD SCHWENKSVILLE PA 19473
Service Contract Holder/Purchaser Name and Address

BENEFICIAL BANK 530 WALNUT STREET PHILADELPHIA PA 19106-3696
Service Contract Lienholder Name

SECTION F - DEALERSHIP INFORMATION

JOHN KENNEDY FORD
1403 RIDGE PIKE CONSHOHOCKEN PA 19428 — (610) 279-1700
Dealership Name and Address — Phone Number

_____ ☐☐☐☐☐☐☐☐☐ 0 3 6 3
Dealership Signature — EMPLOYEE STARS ID — P&A Code

ESP 8240-Nat App/Provs-(F) - (Oct 11) (Previous Editions May Not be Used) CUSTOMER COPY

JOHN KENNEDY
LINCOLN DEALERSHIPS
KennedyAuto.com

Optional Product Disclosure

Dealer Name: _____

Dealer Address: _____

Buyer Name: _____

RE: Contract To Purchase: _____

VIN#: _____

We offer the following *optional* products in connection with your purchase of a motor vehicle:

- ☐ Vehicle Service Contract
- ☐ Paint Sealant
- ☐ Undercoating
- ☐ Fabric Protection
- ☐ GAP Insurance
- ☐ Alarm/SkyGuard
- ☐ Road Hazard (Tire & Wheel)
- ☐ Key Replacement
- ☐ 4 in 1 Plan - Dent/Ding/Tire/Windshield
- ☐ Etching/Comprehensive Auto Replacement Plan
- ☐ Other: _____
- ☐ Other: _____

By Signing below, you acknowledge that:

1. We gave you the above disclosure verbally and in writing prior to execution by you or by us of the installment contract identified above (the "Contract")

2. You received this written disclosure and an unexecuted copy of the contract and the same time.

_____ _____
Signature of the Buyer Date

_____ _____
Signature of the Co-Buyer Date

Deal [illegible] Cust [illegible]

I, [redacted] Res. Phone [redacted]

Address 216 LAUREEN RD SCHWENKSVILLE PA S.S.# 174-64-[illegible]

agree to purchase from JOHN KENNEDY FORD the vehicle described below. New [X] Used [ ] Demo [ ]

Year 2011 Make FORD TRUCK Model [illegible] Cylinder [illegible] Ext Color INGOT SILVER Int. [illegible]

Stock No. 11F2058 Serial No. 1FM[illegible] [redacted] CMAT [illegible] FOULEYRESSOURCE [illegible]

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)
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 SALE

[ ] "AS IS" THE 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 DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE

USED TRADE-IN

MAKE OF TRADE-IN HYUNDAI MILEAGE 39422
YEAR 2009 MODEL 4DR SDN SL [illegible]
SERIAL NO KMHDU46D99[redacted]
BALANCE OWED TO CAPITAL ONE AUTO FINANCE
ADDRESS [redacted]
PHONE [redacted]
ACCT. #
PAYOFF GOOD TILL
PAYOFF GIVEN BY

USED TRADE-IN

MAKE OF TRADE-IN MILEAGE NONE
YEAR MODEL
SERIAL NO.
BALANCE OWED TO
ADDRESS
PHONE
ACCT. #
PAYOFF GOOD TILL
PAYOFF GIVEN BY

INSURANCE INFORMATION

AGENT DUGAN INSURANCE LL
ADDRESS 60 POTTSTOWN PIKE STE 4
CITY & STATE CHESTER SPRINGS PA 19425
PHONE (610)458-3656
INSURANCE CO. ERIE INS EXCHANGE
POLICY NO. [redacted]
INSURANCE VERIFIED
EFFECTIVE DATES FROM 03/20/11 TO 03/20/12

PRICE OF VEHICLE	25800.00
[illegible] EQUIPMENT	NONE
[illegible]	NONE
[illegible] PKG	NONE
VEHICLE CONTRACT	1025.00
[illegible]	NONE
[illegible]	NONE
[illegible]	NONE
[illegible] PROTECTION	NONE
TOTAL PRICE	26825.00
MANUFACTURERS REBATE	3000.00
TRADE IN VALUE	9300.00
TOTAL TAXABLE AMOUNT	14525.00
SALES TAX	871.50
DOCUMENT FEES	125.00
ON LINE REGISTRATION FEES	15.45
REGISTRATION AND/OR TRANSFER FEE	6.00
TITLE FEE	22.50
ENCUMBRANCE FEE	5.00
[illegible] FEE	NONE
PENNA TIRE TAX	5.00
TEMPORARY TAG FEE	NONE
TRADE PAYOFF AMOUNT	7524.76
TOTAL AMOUNT DUE	23100.21
LESS CASH DUE	750.00
AMOUNT DUE OR FINANCED	22350.21
(72) PAYMENTS OF 347.57 U	
BENEFICIAL BANK	

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY THE SELLER HEREIN, OR THE MANUFACTURER, ON THE VEHICLE OR CHASSIS DESCRIBED ON THE FACE HEREOF EXCEPT IN THE CASE OF A NEW VEHICLE OR CHASSIS. THE PRINTED NEW VEHICLE WARRANTY DELIVERED TO THE PURCHASER WITH SUCH A VEHICLE OR CHASSIS AND HEREBY MADE PART OF HEREOF AS THOUGH FULLY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO SUCH A NEW VEHICLE OR CHASSIS AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE CASE OF A USED VEHICLE OR CHASSIS, THE APPLICABILITY OF AN EXISTING MANUFACTURER'S WARRANTY THEREON, IF ANY, SHALL BE DETERMINED SOLELY BY THE TERMS OF SUCH A WARRANTY. ASK SALES PERSON FOR A COPY OF COMPLETE WARRANTY.
THIS CONTRACT IS NOT BINDING UPON EITHER THE DEALER OR THE PURCHASER UNTIL SIGNED BY AN AUTHORIZED REPRESENTATIVE. YOU, THE BUYER MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER. WE CANNOT INCREASE THE CONTRACT PRICE OF A MOTOR VEHICLE AFTER THE CONTRACT HAS BEEN ACCEPTED BY THE COMMONWEALTH WHICH REQUIRES THE ADDITION OF NEW EQUIPMENT TO CERTAIN VEHICLES, OR IN THE CASE OF FOREIGN MADE VEHICLES, IS DUE TO REVALUATION OF THE UNITED STATES DOLLAR VIS A VIS THE CURRENCY OF THE COUNTRY OF MANUFACTURE; HOWEVER WE HAVE THE RIGHT TO REAPPRAISE THE VALUE OF A TRADE IN VEHICLE IF THE DEALER CAN ESTABLISH THAT THE VEHICLE HAS SUFFERED DAMAGE OF SERIOUS MECHANICAL DETERIORATION SINCE THE DATE OF THE VALUATION BUT PRIOR TO ITS DELIVERY TO THE DEALER OR UNLESS PARTS OR ACCESSORIES, OR BOTH, INCLUDING TIRES, HAVE BEEN REMOVED OR REPLACED WITH PARTS OR ACCESSORIES OF INFERIOR QUALITY.
I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER, AND HEREBY ACKNOWLEDGE A COPY OF THIS ORD[redacted]

DEALER AUTHORIZED SIGNATURE [signature] DATE 01/10/12
C SCOTT VAN HOLT

CUSTOMER SIGNATURE [redacted] DATE 01/10/12

CO-BUYER SIGNATURE DATE

MOTOR VEHICLE INSTALLMENT SALE CONTRACT. Date [illegible]

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid after you have made all scheduled payments	Total Sale Price The total cost of your purchase on credit, including your downpayment of $ [illegible]
3.74 %	$ 2674.63	$ 22350.21	$ [illegible]	$ [illegible]

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
72	$ 347.57	Monthly beginning [illegible]
	$ N/A	

Security: You are giving a security interest in the motor vehicle being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: $ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month or part of a month greater than 10 days that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties. e means estimate

In this Contract [redacted] we are the SELLER [illegible] CONSHOHOCKEN PA [redacted]
Name Address Zip Code

You are the BUYER(S) [illegible]
Name(s) Address(es) Zip Code(s)

If there is more than one Buyer, each promises separately and together, to pay all sums due us and to perform all agreements in this Contract.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

TRADE-IN:
You have traded in the following vehicle [illegible]
Year and Make Description

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that the trade-in is free from liens, claims, encumbrances or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchases will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance which costs $ N/A What is your age? ____ Years

Signature of Buyer to be insured for Single Credit Life Insurance

By signing, you select Single Credit Accident & Health Insurance, which costs $ N/A What is your age? ____ Years

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs $ N/A What are your ages?

1 ____

2 ____

Signatures of both Buyers to be insured for Joint Credit Life Insurance

By signing, you both select Joint Credit Accident & Health Insurance, which costs $ N/A What are your ages? Percentage to be insured

1 ____ N/A %

2 ____ N/A %

Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance

Insurer: N/A

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and certain equipment, which is called the "Vehicle" in this Contract.

N/U	Year and Make	Series	Body Style	No. Cyl.	Truck Ton Capacity	Serial Number
NEW	2012 FORD TRUCK	ESCAPE	FWD XLT			1FMCU [redacted]

Equipped with ___ A.T. ___ P.S. ___ AM-FM Stereo ___ 5 Spd. Other ____
___ A.C. ___ P.W. ___ AM-FM Tape ___ Vinyl Top ____

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

BENEFICIAL BANK

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

Itemization of Amount Financed

Cash Price $ [illegible]
Cash Downpayment $ [illegible]
Trade-In
Value of Trade-In $ [illegible]
Lien Payoff to [illegible] $ [illegible]
Unpaid Cash Price Balance $ 20274.76

Paid to Others on Your Behalf (We may retain a portion of amounts marked*):
To Credit Insurance Company $ N/A *
To Public Officials for License, Tags and Registration $ [illegible]
Lien Fee $ 5.00
To [illegible] $ [illegible] *
To DOC FEE $ 175.00 *
To PA SALES TAX $ 976.[illegible] *
To N/A $ N/A *

Amount Financed $ 22350.21
Finance Charge $ 2674.63
Total of Payments (Time Balance) $ 25025.04
Payment Schedule - You agree to pay to us the Amount Financed plus interest in 71 payments of $ 347.57 each, and a final payment of $ 347.57 The first payment will be due on FEB 24th 2012, and then payments will be due on that same day of each month following.

PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if stated above, on or before the date of the Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee must correctly specify in the written notice to you.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

SELLER JOHN KENNEDY FORD

BY [signature] 01/10/2012
Date

BUYER [signature] (SEAL) 01/10/2012
Date

BUYER ____ (SEAL) ____
Date

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.
CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

____ (SEAL) ____ ____
Co-Signer's Signature Address Date

____ (SEAL) ____ ____
Co-Signer's Signature Address Date

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a Security Interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise To Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

____ (SEAL) ____ ____
Co-Owner's Signature Address Date

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

[signature]

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
5/21/2012	[redacted]	1FMCU0DG6BK[redacted]	2011 ESCAPE	03
CLOSED	DEALER GENERATED INFORMATION ISSUE	592420962		
4/5/2012	[redacted]	1FMCU0DG6BK[redacted]	2011 ESCAPE	01
CLOSED	CLP - IN - BUYBACK - OBC	592420962		

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU0DG6BK[redacted] **Year:** 2011 **Model:** ESCAPE **Case:** 592420962
Name: [redacted] **Owner Status:** Original **WSD:** 2012-01-10
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: DEALER GENERATED INFORMATION ISSUE **Secondary Phone:** [redacted]
Issue Type: 03 CONCERN **Issue Status:** CLOSED
Initial Customer Contact: 05/09/2012

Action: ESCALATED HANDLING REQUIRED - REQUESTING CCT-CSM SUPPORT
Dealer: 01330 JOHN KENNEDY FORD POTTSTOWN **Origin Desc:** DEALER
Odometer: 5037 MI **Comm Type:** VISIT
Analyst Name: DEBBIE WAGNER **Analyst:** D-WAGN17
Action Date: 05/08/2012 **Action Time:** 15.02.49.668 **Action Data:** No

Comments VEHICLE HAS HISTORY OF 3 REPAIRS, 1ST REPAIR DATED 4/2/12- FOR NOISE IN ENGINE, BOTH CYLINDER HEADS WERE REPLACED-VEHICLE DOWN FOR 18 DAYS...MILEAGE 3906..2ND REPAIR DATED 5/1/12 MILEAGE 4997-CHECK ENGINE LIGHT ON- HAD P0302 CYL 2 MISFIRE, PERFORMED SSM 21703-FOR MISFIRE NEUTRAL RECAL. VEHICLE CAME BACK 5/3/12 MILEAGE 5037 WITH CK ENGINE LIGHT BACK ON, FOUND CYLINDER P0302 AGAIN- FOUND DEFECTIVE VALVE IN NEW CYLINDER HEAD, ORDERED ANOTHER NEW HEAD, VEHICLE STILL AT SHOP 5 DAYS...TOTAL DAYS OUT APPROX 24 DAYS, CUSTOMER SEEKING BUYBACK OR FINANCIAL ASSISTANCE FOR PAYMENT WHILE VEHICLE IS DOWN. CUSTOMER HAS BEEN PROVIDED LOANER ON ALL OCCASIONS.

Action: CREATE FOLLOW UP
Dealer: 01330 JOHN KENNEDY FORD POTTSTOWN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5037 MI **Comm Type:** PHONE
Analyst Name: SPALL (MSPALL1),MARILYN **Analyst:** MSPALL1
Action Date: 05/09/2012 **Action Time:** 11.02.42.840 **Action Data:** Yes

Comments ****** CSM WILL REVIEW CASE WITH COM**** (DLR ONLY CASE)-SET FU FOR THUR 5/10/12 BY EOD (DLR ONLY FU)

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-10-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01330 JOHN KENNEDY FORD POTTSTOWN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5037 MI **Comm Type:** PHONE
Analyst Name: SPALL (MSPALL1),MARILYN **Analyst:** MSPALL1
Action Date: 05/10/2012 **Action Time:** 10.51.20.023 **Action Data:** No

Comments ***CASE REVIEWED WITH COM OK TO GIVE 1 VEH PYMNT***

Action: CREATE FOLLOW UP
Origin Desc: CUSTOMER CARE SOLUTIONS

Dealer: 01330 JOHN KENNEDY FORD POTTSTOWN TEAM
Odometer: 5037 MI **Comm Type:** PHONE
Analyst Name: SPALL (MSPALL1),MARILYN **Analyst:** MSPALL1
Action Date: 05/10/2012 **Action Time:** 10.53.31.199 **Action Data:** Yes

Comments OBC TO DLR; JOHN KENNEDY FORD POTTSTOWN 610-495-7172 S/M DEBBIE-LEFT MESSAGE VOICE MAIL NEED TO GET CUST VEH PAYMENT INFO-SET FU FOR FRI 5/11/12 BY EOD (TO ALLOW DLR TIME TO GET VEH PYMNT INFO)

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-11-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
Dealer: 01330 JOHN KENNEDY FORD POTTSTOWN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5037 MI **Comm Type:** PHONE
Analyst Name: SPALL (MSPALL1),MARILYN **Analyst:** MSPALL1
Action Date: 05/11/2012 **Action Time:** 09.28.01.805 **Action Data:** Yes

Comments OBC TO DLR; JOHN KENNEDY FORD POTTSTOWN 610-495-7172 S/M DEBBIE-VEH IS REPAIRED, WE HAD ANOTHER DEFECT CYLINDER HEAD THE LAST ONE WAS REPLACED ABOUT 1000 MILES AGO-I ASKED CUST TO GET HIS VEH PAYMENT INFO TO ME SO I CAN GET IT TO YOU-IF I DON'T HEAR FROM HIM BY MONDAY I WILL CALL HIM-CSM STATED IF I DON'T HEAR FROM YOU BY MONDAY I WILL CALL YOU TUE -SET FU FOR TUE 5/15/12 BY EOD (TO GO OVER VEH PAYMENT REIMBURSEMENT) (DLR ONLY FU)

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-15-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
Dealer: 01330 JOHN KENNEDY FORD POTTSTOWN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5037 MI **Comm Type:** PHONE
Analyst Name: SPALL (MSPALL1),MARILYN **Analyst:** MSPALL1
Action Date: 05/15/2012 **Action Time:** 09.31.41.611 **Action Data:** Yes

Comments OBC TO DLR; JOHN KENNEDY FORD POTTSTOWN 610-495-7172 S/M DEBBIE-S/M STATES SHE WAS OUT YESTERDAY AND HAS NO MESSAGES FROM CUST-WILL CONTACT CUST AND INFORM HIM IF SHE DOES NOT HAVE THE INFO BY TOMORROW (5/16/12) THE OFFER WILL GO AWAY-SET FU FOR WED 5/16/12 BY EOD (TO GO OVER VEH PYMNT REIMBURSEMENT) (DLR ONLY FU)

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-16-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
Origin Desc: CUSTOMER CARE SOLUTIONS

Dealer: 01330 JOHN KENNEDY FORD POTTSTOWN TEAM
Odometer: 5037 MI **Comm Type:** PHONE
Analyst Name: SPALL (MSPALL1),MARILYN **Analyst:** MSPALL1
Action Date: 05/16/2012 **Action Time:** 09.41.17.660 **Action Data:** Yes

Comments OBC TO DLR; JOHN KENNEDY FORD POTTSTOWN 610-495-7172 S/M DEBBIE-I ADVISED HIM LAST WEEK THE OFFER HAD A LIMITED TIME FRAME-I WAS OFF MONDAY SO I DID NOT CALL HIM TILL YESTERDAY TO REMIND HIM -WE HAVE NOT HEARD BACK FROM CUST -I WILL CALL HIM AGAIN TODAY -CSM ADVISED WILL FU TOMORROW -IF CUST HAS NOT RESPONDED -THE OFFER IS OFF THE TABLE AND WILL CLOSE THE CASE-S/M AGREED-SET FU FOR THUR 5/17/12 BY EOD (TO GO OVER VEH PYMNT REIMBURSEMENT OR CLOSE CASE) (DLR ONLY FU)

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-17-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01330 JOHN KENNEDY FORD POTTSTOWN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5037 MI **Comm Type:** PHONE
Analyst Name: SPALL (MSPALL1),MARILYN **Analyst:** MSPALL1
Action Date: 05/17/2012 **Action Time:** 09.10.51.989 **Action Data:** No

Comments OBC TO DLR; JOHN KENNEDY FORD POTTSTOWN 610-495-7172 S/M DEBBIE-LEFT MESSAGE VOICE MAIL -REQUEST RETURN CALL RE THIS CASE

Action: AWAITING ASSISTANCE - CUSTOMER SERVICE MANAGER
Dealer: 01330 JOHN KENNEDY FORD POTTSTOWN **Origin Desc:** DEALER
Odometer: 5037 MI **Comm Type:** PHONE
Analyst Name: DEBBIE WAGNER **Analyst:** D-WAGN17
Action Date: 05/17/2012 **Action Time:** 11.02.04.342 **Action Data:** No

Comments RECEIVED CUSTOMERS PAYMENT STUB, FAXED TO 866 379 6882, 5/17/12 AMOUNT IS $ 347.57 RO NUMBER IS 289417 LINE 01. WTG ON PROGRAM CODE AND AUTH CODE. THANKS

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01330 JOHN KENNEDY FORD POTTSTOWN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5037 MI **Comm Type:** PHONE
Analyst Name: SPALL (MSPALL1),MARILYN **Analyst:** MSPALL1
Action Date: 05/17/2012 **Action Time:** 11.39.24.317 **Action Data:** No

Comments ****RECEIVED FAX FROM DLR FOR VEH PAYMENT IN THE AMOUNT OF $347.57 ***

Action: CONCERN ADDRESSED
Dealer: 01330 JOHN KENNEDY FORD POTTSTOWN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5037 MI **Comm Type:** PHONE

Analyst Name: SPALL (MSPALL1),MARILYN

Analyst: MSPALL1

Action Date: 05/17/2012

Action Time: 11.43.14.549

Action Data: Yes

Comments OBC TO DLR; JOHN KENNEDY FORD POTTSTOWN 610-495-7172 S/M DEBBIE-P&A 01330, RO 289417, LINE 01, IN THE AMOUNT OF $347.57, APPROVAL CODE M04NS, PRGM CODE P11-CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	71
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	Y
--ESTIMATED REPAIR COST(@WARR RATES) ($)	347.57
--CUSTOMER'S SHARE OF REPAIR COST ($)	0
--DEALER'S SHARE OF REPAIR COST-P18 ($)	0
--DEALER'S SHARE OF REPAIR COST-OTHER($)	0
--FORDS'S SHARE OF REPAIR COST-P11 ($)	347.57
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 01330 JOHN KENNEDY FORD POTTSTOWN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 5037 MI

Comm Type: PHONE

Analyst Name: SPALL (MSPALL1),MARILYN

Analyst: MSPALL1

Action Date: 05/21/2012

Action Time: 09.41.54.905

Action Data: No

Comments IBC TO DLR; JOHN KENNEDY FORD POTTSTOWN 610-495-7172 W/A WENDY-STATES GETTING ERROR MESSAGE INVALID CODE-CSM RERAN AND GOT DIFFERENT CODE (SEE NEW INFO BELOW) -P&A 01330, RO 289417, LINE 01, IN THE AMOUNT OF $347.57, APPROVAL CODE M04AZ, PRGM CODE P11-CASE CLOSED

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All Action Details for Issue

Print

VIN: 1FMCU0DG6BK[redacted] **Year:** 2011 **Model:** ESCAPE **Case:** 592420962
Name:[redacted] **Owner Status:** Original **WSD:** 2012-01-10
Symptom Desc: UNKNOWN SOURCE NOISE FRONT EXTERIOR **Primary Phone**[redacted]
Reason Desc: CLP - IN - BUYBACK - OBC **Secondary Phone:**[redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: BUYBACK - DEALER HELP DENIED
Dealer: 01330 JOHN KENNEDY FORD POTTSTOWN **Origin Desc:** US CONCERN CASE BASE
Odometer: 3800 MI **Comm Type:** PHONE
Analyst Name: GEARHART, CHELSEA **Analyst:** CGEARHA4
Action Date: 04/05/2012 **Action Time:** 16.27.21.821 **Action Data:** No

Comments CUSTOMER SAID: -BROUGHT VEH IN FOR INSPECTION AND MAINTENANCE-ALSO CUST HEARD SOME TAPPING-VEH AT DLRSHIP -ITS GOING ON A WEEK THAT VEH IS AT DLRSHIP -DLR CALLED TODAY AND ADVISED THEY PULLED OFF VALVE COVERS AND THERE IS SOME SCORING-FEELS THERE MAY BE MORE ISSUES WITH VEH-SEEKING FOR POSSIBLY ANOTHER VEHDEALER SAID: JOHN KENNEDY FORD POTTSTOWN3189 WEST RIDGE PIKEPOTTSTOWN PA 19464(800) 790-8132CRC ADVISED: FORD WILL NOT REPLACE YOUR VEHICLE. IF YOU HAVE MECHANICAL CONCERNS THAT ARE NOT RESOLVED, WE SUGGEST YOU CONTACT YOUR LOCAL FORD OR LINCOLN-MERCURY DEALERSHIP TO REPAIR THE VEHICLE.

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Server: **AWS Prod**
Claims loaded through: **30-MAY-2012**

Vehicle Information Report

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

VIN:	1FMCU0DG6BK[redacted]	**Vehicle Line WERS:**	T/M7 - ESCAPE/TRIBUTE/MARINER-LHD [07-12]	**Engine:**	T/SG - 3.0L 4V OHC V6 DURATEC 230HP
Model Year:	2011	**Vehicle Line AWS:**	M1 - ESCAPE	**Global Engine:**	E0916 - DURATEC GAS V6 FWD - CP2
Vehicle Type:	T	**Vehicle Line Global:**	M4 - ESCAPE (LESS HYBRID) (NA)	**Engine Plant:**	EN09 - CLEVELAND #2 RFF
Inv. Dealer:	*	**Drive Code:**	T/A - 2 WHL L/H FRONT DRIVE	**Transmission:**	T/W6 - 6 SPD AUTO TRANS 6F MID-RANGE
Vehicle Status Code:	800	**Body Cab Style:**	T/WE - 5 DOOR LIGHT TRUCK	**Global Trans:**	A1105 - AT - 6F35 - VDP
Market Derived:	F - FORD	**Version/Series:**	T/EF - FORD SERIES	**Trans Plant:**	AT11 - A/T VAN DYKE

BUILD INFORMATION:

Region Built:	NA - NORTH AMERICA	**Assembly Plant:**	AJ - KANSAS CITY PLANT BUILD	**Vehicle Load Date:**	05-JAN-2011
Country Built:	USA - UNITED STATES	**Production Date:**	03-JAN-2011		

SALE INFORMATION:

Region Sold:	NA - NORTH AMERICA	**Arrival Date:**	11-JAN-2011	**Red Carpet Lease:**	*
Country Sold:	USA - UNITED STATES	**Sale Date:**	10-JAN-2012	**Fleet/Retail/Co. Lease:**	R
Vehicle Count Flag:	Y	**Warranty Start Date:**	10-JAN-2012	**Modified Vehicle:**	*
Selling Dealer St/Prov:	PA	**Original WSD:**	10-JAN-2012	**Warranty Status Ind:**	*
Selling Dealer [code]:	JOHN KENNEDY FORD [116036 - *]			**Vehicle Export Flag:**	N

VOC:

```
---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0---------1---------2---------3---------4---------5---------6---------
U0DBKB1815910337B  4R2 18L5063      HL E 5H635 53 HN 6  2ZEM5  S5BB 316A0091 5  UX  KH W94M4   B BG1FMC6H0        202A 906WJ
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EOC:

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

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**Color(Trim):**	000Y9 - CHARCOAL	**Navis Engine Serial #:**	210301271056
Alternator Amp Rating:	9	**Delivery Type:**	0	**Paint:**	PN4AG - INGOT SILVER METALLIC
Audio Disk:		**Driveshaft Code:**	*	**Power Antenna:**	AV - SATELLITE ANTENNA (SDARS)
Axle Ratio:	EGABK - 3.51 FINAL DRIVE RATIO	**Front Seat:**	T/B - SEAT-INDIVIDUAL-L/B DRV/PASS	**Radio:**	AZ - ELETR AM/FM STRO/DISC/CLK
Axle Type:	* - [N/A]	**Fuel Type:**	AK - FLEX FUEL ETHANOL	**Sound System:**	* - [N/A]
Battery Amp Rating:	C	**Fuel Type Engine:**	G - Gas	**Tire Manufacturer:**	AJ - MICHELIN
Brake Code:	* - [N/A]	**GVW Class Code:**	C	**Tire Brand:**	7PJ7HX - *
Brake Code(Service):	* - [N/A]	**Instrumentation:**	* - [N/A]	**Tire Size:**	D3JU6 - P235/70R-16T BSW A-S
Calibration Code:	AM71F30A	**Mirror(Driver Side):**	AS - DRV PWR MAN FLD/BLND SPOT MIRR	**Traction Control:**	* - [N/A]
Color(Accent):	* - [N/A]	**Mirror(Psngr Side):**	A8 - PAS PWR MAN FLD/BLND SPOT MIRR		

TRACEABILITY INFORMATION

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

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

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

Report Detail Section : View Details | Attachments: 0

Report# :	CDBA2014 NHL			**Received:**	04/02/2012
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2011,ESCAPE 4X2 (99 - 12) ,4X2 ,XLT ,MPV ,1FMCU0DG6BK[redacted]			**Build Date:**	01/03/2011
Odometer :	5,037 M	**Engine:**	3.0L IVCT	**Calibration:**	AM71F30A
Transmission:	6SP 6F MID	**Axle:**	3.51 RATIO	**A/C:**	YES
Dealer:	USA 01330 John Kennedy Ford Pottstown			**Phone#:**	(610) 495-7172
City:	Pottstown	**State:**	Pennsylvania	**Country :**	USA

Originator: ROBERT STOHR

Symptom: 5 51 9 12 DRV PERF,IDLE QUALITY,ROUGH,COLD

Status:

VFG: V40 GOOD IDLE QUALITY

Additional Symptom: CYLINDER 2 MISFIRE

Fix: **Causal Component :**

Condition Code:

Hotliner: MWEBER72 **Phone:** 313 317-9383 **Regn Cd:** N3 Philadelphia

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

Dlr Contact: ROBERT STOHR **Phone:** 000 000-0000 **Title Cde:** T

KOEO:

KOEC: P0302 P0316

KOER:

Comments:

REPAIR 04/02/2012 10:27AM MATTHEW WEBER MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN:OWNER STATES TAPPING IN ENGINE AND FEELS SLUGGISH. DIAGNOSTICS: VERIFIED ENGINE TAPPING NOISE. PARTS REPLACED:CHANGED OIL AND FILTER TECH QUESTION:I PERFORMED AN OIL CHANGE ON AN 11 ESCAPE 3.0V6 AND NOW HAS A TAPPING NOISE IN ENGINE AREA. COMES AND GOES AND SOUNDS LIKE A LIFTER TAP. NO TSBS OR SSMS. ANY KNOWN CONCERNS OR PAST REPORTS?

RECOMM 04/02/2012 10:27AM MATTHEW WEBER MSS - FCSD - TECH SVC HOTLINE ROBERT, IF NOT PERFORMED WITH PREVIOUS DIAGNOSTICS, RECOMMEND ATTEMPTING TO ISOLATE THE SOURCE OF THE NOISE TO A SPECIFIC AREA, AS CLOSE TO THE ACTUAL SOURCE OF THE NOISE AS POSSIBLE. CANCELING CYLINDERS (IN PAIRS ALSO), AS WELL AS THE USE OF A STETHOSCOPE/ENGINE EARS MAY AID IN NOISE ISOLATION. IF THE NOISE IS NOT SPECIFICALLY ISOLATED EASILY, RECOMMEND ALSO REMOVING THE FEAD BELT FOR TESTING. IF THE NOISE IS NO LONGER PRESENT, RECOMMEND INSPECTING THE FEAD COMPONENTS FOR RUNOUT/BINDING; REPLACE QUESTIONABLE COMPONENTS/PULLEYS IF FOUND AND RETEST. RECOMMEND ALSO MONITORING VCT OPERATION AND VERIFYING OIL PRESSURE IS 25 PSI AT 1500 RPM. IF NO CONCERNS ARE FOUND, A SPONGY HYDRAULIC LASH ADJUSTER, BROKEN VALVE SPRING, OR STICKING VALVE MAY CAUSE SIMILAR NOISE BUT IS LESS COMMON WITH LOW MILES. IF NO OTHER CONCERNS ARE IDENTIFIED, RECOMMEND INSPECTING THE VALVE TRAIN, AND REPLACING LASH ADJUSTERS IF FOUND SPONGY/SPRINGS IF BROKEN AND RETESTING. IF NO CONCERNS ARE NOTED WITH LASH ADJUSTERS, SPRINGS, VALVES, FEAD COMPONENTS, OIL PRESSURE, OR VCT OPERATION, AND STETHOSCOPE/ENGINE EAR USE DOES NOT PINPOINT THE NOISE, CYLINDER HEAD REPLACEMENT MAY BE REQUIRED.

ADD-ON 04/02/2012 10:27AM MATTHEW WEBER MSS - FCSD - TECH SVC HOTLINE

CONSULTANT: JORDAN DODDS

REPAIR **04/03/2012 09:52AM MATTHEW SCHMIDT MSS - FCSD - TECH SVC HOTLINE**
RIGHT NOW THE TAPPING NOISE WILL COME AND GO AND DOES NOT LAST VERY LONG SO TRYING TO ISOLATE IT IS DIFFICULT TO DO. I WILL HOOK UP AN OIL PRESSURE GAUGE AND SEE WHAT IT READS.

RECOMM **04/03/2012 09:52AM MATTHEW SCHMIDT MSS - FCSD - TECH SVC HOTLINE**
THANKS FOR THE UPDATED INFORMATION. PLEASE UPDATE THIS FORM IF YOU NEED FURTHER ASSISTANCE.

REPAIR **04/03/2012 03:27PM SHAWN FERRET MSS - FCSD - TECH SVC HOTLINE**
OIL PRESSURE IS OK AND I MONITORED VCT PIDS, ALL APPEARED NORMAL.

RECOMM **04/03/2012 03:27PM SHAWN FERRET MSS - FCSD - TECH SVC HOTLINE**
ROBERT, ISOLATE THE EVAP PURGE VALVE AND PCV VALVE, AS THESE CAN BOTH CREATE NOISES THAT SOUND ENGINE RELATED. PLEASE CONTINUE WITH THE PREVIOUSLY RECOMMENDED DIAGNOSTICS INCLUDING CANCELING CYLINDERS, REMOVING OF THE FEAD BELT, AND INSPECTION OF THE VALVE TRAIN. IF CYLINDERS CANNOT BE CANCELED USING THE IDS POWER BALANCE FUNCTION, INJECTORS WILL NEED TO BE DE-PINNED ONE AT A TIME AT C110. A NOISE THAT CHANGES WHEN CANCELING A CYLINDER INDICATES A LOWER ENGINE FAILURE. IF FURTHER ASSISTANCE IS NEEDED, UPDATE THIS FORM WITH THE RESULTS OF ALL THE DIAGNOSTICS THAT HAVE BEEN RECOMMENDED.

AUDIT **04/03/2012 03:27PM SHAWN FERRET MSS - FCSD - TECH SVC HOTLINE**
SYMPTOM 4, 48, 0, 00 CHANGED TO 4, 48, 1, 39 BY SFERRET

REPAIR **04/05/2012 03:47PM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE**
R+R RH VALVE COVER SINCE THE NOISE WAS MOSTLY IN THAT AREA. REMOVED THE LAST CAM CAP ON THE EXHAUST SIDE AND IT HAD MINOR SCORING BUT COULD BE FELT W/ MY FINGERNAIL.

RECOMM **04/05/2012 03:47PM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE**
ROBERT, EXCESSIVE SCORING OF CAM CAPS WILL REQUIRE CYLINDER HEAD REPLACEMENT. PLEASE COMPLETE ALL THE PRIOR RECOMMENDATIONS PRIOR TO CYLINDER HEAD REPLACEMENT TO DETERMINE IF THE CAUSE IS ANOTHER SOURCE.

REPAIR **04/09/2012 10:04AM ALEC MCENTEE MSS - FCSD - TECH SVC HOTLINE**
I ALSO REMOVED THE LH VALVE COVER AND INSPECTED THE CAM CAPS. THEY

ALSO HAVE SOME SCORING. IS THERE A PORT TO CHECK OIL PRESSURE AT THE HEAD? ANY REASON WHY BOTH HEADS HAVE SCORING ON THE CAM CAPS ON A LOW MILAGE ENGINE?

RECOMM **04/09/2012 10:04AM ALEC MCENTEE MSS - FCSD - TECH SVC HOTLINE**

ROBERT, TO BETTER ASSIST WITH YOUR QUESTION ON THE SCORING PRESENT, PLEASE VERIFY IF THE ENGINE OIL WAS AT THE CORRECT LEVEL WHEN THE VEHICLE FIRST CAME TO THE DEALERSHIP FOR THE OIL CHANGE. VERIFY THE USAGE OF THE VEHICLE (HIGH IDLE TIMES). EVERY HOUR IDLING IS EQUAL TO 33 MILES, WHICH COULD AFFECT THE OIL CONSUMPTION (ESPECIALLY DURING THE ENGINE BREAK IN PERIOD). NOTE IF THE CUSTOMER FOLLOWED THE ENGINE BREAK IN RECOMMENDATIONS, CHECKING THE OIL LEVEL APPROXIMATELY EVERY TIME THE VEHICLE WAS RE-FUELED (THE ENGINE BREAK IN PERIOD IN ROUGHLY THE FIRST 1,000-2,000 MILES, DEPENDING ON THE USAGE OF THE VEHICLE). NOTE IF THERE WAS ANY DEBRIS PRESENT WHEN THE CAM CAP INSPECTION WAS PERFROMED. SOME SCORING CAN BE NORMAL WEAR, DEPENDING ON THE USAGE/MAINTENANCE OF THE ENGINE. VERIFY IF THE SCORING CAN BE CAUGHT WITH YOUR FINGERNAIL (IF THE SCORING CAN BE CAUGHT WITH A FINGERNAIL IT WOULD BE CONSIDERED EXCESSIVE). THE OIL PRESSURE TO THE CYLINDER HEADS CAN BE CHECKED. THE OIL PORT ON THE RH BANK (BANK 1), IS LOCATED ON THE REAR OF THE CYLINDER HEAD. THE OIL PORT ON THE LH BANK (BANK 2), IS ON THE SIDE OF THE CYLINDER HEAD, BY THE FRONT COVER AREA, BY THE CYLINDER #4 LOCATION. THE CYLINDER HEAD OIL PRESSURE SHOULD BE AT LEAST HALF OF BASE ENGINE OIL PRESSURE. IF THERE IS EXCESSIVE SCORING TO THE CYLINDER HEAD, IT WILL AFFECT THE OIL PRESSURE TEST RESULTS TO THE CYLINDER HEAD. DUE TO THE SCORING WILL CAUSE THE OIL PRESSURE TO BLEED OFF (NORMALLY, DEPENDING ON HOW SEVERE THE SCORING IS, IT WILL CAUSE A 2-5 PSI FLUCTUATION IN THE OIL PRESSURE). IF THERE IS NO SIGNS OF A LACK OF MAINTENANCE CONDITION AND THERE IS EXCESSIVE SCORING PRESENT, REPLACE BOTH CYLINDER HEADS AND THEN RE-EVALUATE. THE NEW CYLINDER HEADS WILL COME AS BARE CYLINDER HEADS (HEADS AND CAM CAPS), THE REMAINING VALVE TRAIN COMPONENTS WILL ALSO HAVE TO BE ORDERED. THE ONLY VCT COMPONENT THAT

WILL HAVE TO BE REPLACED ALONG WITH THE CYLINDER HEADS ARE THE VCT SOLENOIDS. WHEN INSTALLING THE VCT SOLENOIDS, PRIOR TO INSTALLING THE SOLENOIDS MAKE SURE THAT THE VCT SOLENOID COUNTER-BORE PIN IS PROPERLY LUBRICATED (IF NOT LUBRICATED PROPERLY IT COULD CAUSES A VCT RELATED ISSUE). SOAK THE VCT SOLENOID COUNTER-BORE PIN IN 5W-50 OIL FOR AT LEAST 20 MINUTES. THEN CONTINUE WITH THE INSULATION OF THE VCT SOLENOID. ONCE THE CYLINDER HEADS ARE INSTALLED, CHANGE THE OIL/FILTER, AND THEN RE-EVALUATE.

REPAIR **05/04/2012 09:55AM CASEY WAGONER MSS - FCSD - TECH SVC HOTLINE**
WEB FORM DATA - CONCERN:OWNER STATES THAT THE CHECK ENGINE LIGHT IS ON AND RUNS ROUGH. DIAGNOSTICS: VERIFIED CONCERN, VEHICLE RUNS ROUGH FOR ABT 30 SECONDS WHEN COLD. WHEN IT WARMS UP VEHICLE RUNS FINE. RETRIEVED CODES P0302 AND P0316. R+R INTAKE AND SWAPED NUMBER 2 COIL AND PLUG TO NUMBER 5. STILL HAS MISS ON CYLINDER 2. COOLANT LEVEL IS FULL AND CLEAN. SPARK PLUG LOOKED FINE. RELATIVE COMPRESSION WAS GOOD, 0% LEAKAGE. PARTS REPLACED:PREVIOUS REPAIR HEADS WERE REPLACED FOR TICKING/KNOCKING NOISE. TECH QUESTION:IS THE NEW HEAD HAVE AN INTERNAL PROBLEM W/ A STICKING VALVE GUIDE OR VALVE SEAT SEALING? ANYTHING ELSE TO CHECK?

RECOMM **05/04/2012 09:55AM CASEY WAGONER MSS - FCSD - TECH SVC HOTLINE**
ROBERT, IT IS POSSIBLE THAT THERE IS A CONCERN WITH THE NEW CYLINDER HEAD. FOR TESTING PURPOSES, PLEASE SWAP THE INJECTOR FROM CYLINDER 2 TO A DIFFERENT CYLINDER ON BANK 2. WHILE THE INTAKE IS REMOVED, PLEASE PERFORM A MANUAL COMPRESSION TEST ON ALL BANK 1 CYLINDERS AND COMPARE TO BANK 2. IF COMPRESSION IS LOWER ON CYLINDER 2 WHEN THE ENGINE IS COLD, PLEASE PERFORM A CYLINDER LEAKAGE TEST TO DETERMINE WHERE THE COMPRESSION IS BEING LOST. ALTHOUGH A LITTLE MORE INTRUSIVE, IT MAY BE NECESSARY TO PERFORM A RUNNING COMPRESSION TEST TO CATCH A SEALING ISSUE WITH ONE OF THE VALVES IN CYLINDER 2. RUNNING COMPRESSION SHOULD BE AT LEAST 50% OF MANUAL COMPRESSION. ANYTHING LESS INDICATES A SEALING CONCERN WITH ONE OF THE VALVES. EVEN THOUGH THE COOLANT LEVEL IS FULL AND CLEAN, PLEASE PRESSURIZE THE

COOLING SYSTEM WHILE THE ENGINE GOES THROUGH A THERMAL COOL DOWN CYCLE. PLEASE THEN INSPECT CYLINDER 2 WITH A BORE SCOPE TO SEE IF THERE ARE ANY SIGNS OF COOLANT INTRUSION. IF COOLANT IS FOUND, SUSPECT THERE IS A CONCERN WITH THE HEAD GASKET.

AUDIT **05/04/2012 09:55AM CASEY WAGONER MSS - FCSD - TECH SVC HOTLINE**
SYMPTOM 4, 48, 1, 39 CHANGED TO 5, 51, 9, 12 BY CWAGONE1

AUDIT **05/04/2012 09:55AM CASEY WAGONER MSS - FCSD - TECH SVC HOTLINE**
ODOMETER 3745 M CHANGED TO 5037 M BY CWAGONE1

REPAIR **05/04/2012 01:33PM ROBERT ABERCROMBIE MSS - FCSD - TECH SVC HOTLINE**
FOUND OIL RUNNING DOWN THE ONE INTAKE VALVE GUIDE IN CYLINDER TWO. WHEN THE VALVE IS CLOSED IT PUDDLES UP. LOOKS LIKE ILL BE REPLACING THE CYLINDER HEAD AGAIN.

Download Options

RECOMM **05/04/2012 01:33PM ROBERT ABERCROMBIE MSS - FCSD - TECH SVC HOTLINE**
ROBERT, THANK YOU FOR PROVIDING US WITH YOUR FEEDBACK ON WHAT WILL FIX THE VEHICLE CONCERN. PLEASE FILL OUT THE SURVEY ONCE THE VEHICLE IS REPAIRED TO HELP US MONITOR COMMON TRENDS AND EMERGING CONCERNS. THANKS AGAIN FOR YOUR RESPONSE.

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

Add Comments Previous Next Save Mail Report

Requester: DWASHI49
Report Summary
Server: ECCWS686

Ford Proprietary, Private

31-May-2012
Retention: None

[redacted]

COPY

Citation for Personal Service –RESIDENT NOTICE (CERTIFIED MAIL)

Cause Number: **2013DCV-3658-C**

THE STATE OF TEXAS

NOTICE TO DEFENDANT: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

TO: **Ford Motor Company**
Served Through Its Registered Agent CT Corporation
350 N St Paul St Suite 2900
Dallas Tx 75201
the Defendant,

GREETING: You are commanded to appear by filing a written answer to the **Plaintiff's Original Petition And Request For Rule 194 Disclosure; Civil Case Information Sheet** at or before 10:00 o'clock a.m. of the Monday next after the expiration of 20 days after the date of service of this citation before the **Honorable Bobby Galvan, 94th District Court** of Nueces County, Texas at the Courthouse of said County in Corpus Christi, Texas. Said Petition was filed on the **24th day of July, 2013**. A copy of same accompanies this citation.
The file number of said suit being Number: **2013DCV-3658-C**

The style of the case is: **Gloria Franco vs. Ford Motor Company**

Said Petition was filed in said court by **Andrew Ross**, attorney for Plaintiff, whose address is Krohn & Moss Ltd 10 N Dearborn St 3rd Fl Chicago, IL 60602.

The nature of the demand is fully shown by a true and correct copy of the Petition accompanying this citation and made a part hereof.

The officer executing this writ shall promptly mail the same according to requirement of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said court at Corpus Christi, Texas, this **29th day of July, 2013**.

COUNTY & DISTRICT COURTS OF NUECES COUNTY, TEXAS

PATSY PEREZ, District Clerk
901 Leopard
Corpus Christi, Texas 78401
Nueces County, Texas

BY _____ **DEPUTY**
VERONICA ADAMS

RETURN OF SERVICE

2013DCV-3658-C

GLORIA FRANCO
VS.
FORD MOTOR COMPANY

94TH DISTRICT COURT

_____
Name

ADDRESS FOR SERVICE
Ford Motor Company
Served Through Its Registered Agent CT Corporation
350 N St. Paul St Suite 2900
Dallas, TX 75201

OFFICER'S OR AUTHORIZED PERSON'S RETURN

Came to hand on the _____ day of _____, 20_____, at _____ o'clock ____. m., and executed in _____ County, Texas by delivering to the within named defendant in person, a true copy of this Citation with the date of delivery endorsed thereon, together with the accompanying copy of the _____ _____, at the following times and places, to-wit:

NAME	DATE/TIME	PLACE, COURSE & DISTANCE FROM COURTHOUSE

And not executed as to the defendant(s), _____
The diligence used in finding said defendant(s) being:

_____

and the cause of failure to execute this process is:

_____

and the information received as to the whereabouts of said defendant(s) being:

_____

Fees:
Serving Petition and Copy $_____
Total $_____

_____, Officer
_____, County, Texas
By _____, Deputy

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.

In accordance with Rule 107: The officer or authorized person who serves, or attempts to serve, a citation shall sign the return. The signature is not required to be verified. If the return is signed by a person other than a sheriff, constable, or the clerk of the court, the return shall be signed under penalty of perjury and contain the following statement:

"My name is _____, my date of birth is _____, and my
(First, Middle, Last)
address is _____
(Street, City, State, Zip, Country)
I DECLARE UNDER PENALTY OF PERJURY THAT THE FORGOING IS TRUE AND CORRECT.
Executed in _____ County, State of _____, on the _____ day of of _____, 20_____.

_____
Declarant / Authorized Process Server

_____
ID# & Expiration of Certification

CAUSE NO. 2013 DCV-3558-C

GLORIA FRANCO *Plaintiff,*	§ § § §	IN DISTRICT COURT
vs.	§ § § §	94th JUDICIAL DISTRICT
FORD MOTOR COMPANY, *Defendant.*	§ §	NUECES COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR RULE 194 DISCLOSURES

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW GLORIA FRANCO, Plaintiff in the above entitled and numbered cause, by and through Plaintiff's attorneys, KROHN & MOSS, LTD., and files Plaintiff's Original Petition and Request for Rule 194 Disclosures, complaining of Defendant, FORD MOTOR COMPANY, and for cause would show as follows:

DISCOVERY CONTROL PLAN

1. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.

PARTIES

2. Plaintiff, GLORIA FRANCO ("Plaintiff"), is an adult individual and legal resident of the State of Texas, residing at 4650 Mildred Dr, Corpus Christi, TX 78411.

3. Defendant, FORD MOTOR COMPANY ("Defendant"), is a business corporation qualified to do and regularly conducting business in the State of Texas and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Defendant is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Sames Ford Lincoln

("Seller"). Defendant can be served at C/T Corporation Systems, 350 North Saint Paul Street, Suite 2900, Dallas, TX 75201.

JURISDICTION AND VENUE

4. This court has jurisdiction over Defendant as it either conducts business in or personally resides in the State of Texas.

5. The amount in controversy is within the jurisdictional levels of this Court.

6. Venue is permissible in Nueces County as Defendant can be served here and/or because the vehicle was purchased and/or repaired in said County.

BACKGROUND

7. On or about September 27, 2012, Plaintiff purchased from Seller, a 2013 Ford Escape ("Escape"), manufactured by Defendant, Vehicle Identification No 1FMCU0J93DUB14809, for valuable consideration. (See copy of Plaintiff's Buyer's Order, attached hereto as Exhibit "A").

8. The price of the Escape totaled more than $34,280.00.

9. In consideration for the purchase of the Escape, Defendant issued and supplied to Plaintiff its written warranty that included three (3) year or thirty-six thousand (36,000) mile bumper-to-bumper coverage, as well as other standard warranties fully outlined in Defendant's Warranty booklet.

10. Defendant engages in nationwide advertising campaigns to sell vehicles, including the Escape, to the public through a system of authorized selling agents of Defendant, including Seller herein.

11. Defendant's authorized selling agents, including Seller herein, are required by Defendant to post Defendant's name and logo on a sign outside of Seller's place of business.

12. Defendant's authorized selling agents, including Seller herein, are required by Defendant to produce to Seller's customers brochures for the sale of Defendant's vehicles that are printed and authored by Defendant.

13. Defendant's authorized selling agents, including Seller herein, are required by Defendant to enter into a sales and service agreement with Defendant that is reduced to a writing.

14. Defendant requires all authorized selling agents, including Seller herein, to provide customers, including Plaintiff herein, with Defendant's written warranty described above at the time of sale.

15. In requiring Seller to provide Defendant's written warranty, Defendant undertakes, at the time of sale, the responsibility of repairing its vehicles, including the Escape, and makes the accompanying promise to repair in consideration for the sale of the Escape.

16. Defendant issues and supplies to consumers, including Plaintiff herein, its written warranty described above as an inducement for the sale of the Escape.

17. Defendant provides Seller with a hidden rebate/commission after Plaintiff's purchase of the Escape that is not reflected on Plaintiff's purchase documents, which acts as an incentive for Seller for selling Defendant's automobiles as an agent of Defendant.

18. The retail price of the Escape is determined by Defendant and not Seller.

19. On or about September 27, 2012, Plaintiff took possession of the Escape and shortly thereafter experienced the defect listed below that substantially impairs the use, value and/or safety of the Escape.

20. The defect described below violates Defendant's written warranty issued to Plaintiff, as well as the implied warranty of merchantability.

21. Plaintiff brought the Escape to Seller, and/or other authorized service dealers of Defendant, for the following defect including, but not limited to:

a. Defective engine as evidence by the intermittent illumination of the check engine light and hesitation on acceleration;

b. Any additional complaints made by Plaintiff, whether or not they are contained on any dealer repair orders.

22. Plaintiff provided Defendant, through Seller and/or other authorized dealers of Defendant, sufficient opportunities to repair the Escape.

23. Defendant, through its authorized dealers, was unable and/or failed to repair the Escape within a reasonable number of attempts.

24. Plaintiff justifiably lost confidence in the Escape's safety and reliability and said defect has substantially impaired the use, value and/or safety of the Escape to Plaintiff.

25. Said defect could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the Escape.

26. As a result of the defect, Plaintiff revoked acceptance of the Escape in writing on May 8, 2013 (See May 8, 2013 correspondence, attached hereto as Exhibit "B").

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

28. Defendant refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

29. The Escape remains in a defective and unmerchantable condition and continues to exhibit the above mentioned defectthat substantially impairs its use, value and/or safety.

30. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its written warranty and its failure to provide Plaintiff with a merchantable Escape.

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

31. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-30 of this Petition.

32. Plaintiff is a purchaser of a consumer product who received the Escape during the duration of a written warranty period applicable to the Escape and who is entitled by the terms of the written warranty to enforce the obligations of said warranty against Defendant.

33. Defendant is a person engaged in the business of making a consumer product directly available to Plaintiff.

34. Seller is an authorized dealership/agent of Defendant designated to perform repairs on vehicles under Defendant's written warranty.

35. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Petition in that the Escape was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars ($10.00).

36. Plaintiff's purchase of the Escape was accompanied by a written warranty for any defects in material or workmanship, which comprises an undertaking, in writing and in

connection with the purchase of the Escape, to repair the Escape or take other remedial action free of charge to Plaintiff, with respect to the Escape, in the event that the Escape failed to meet the specifications set forth in said undertaking.

37. Defendant's written warranty was the basis of the bargain of the contract between Plaintiff and Defendant for the sale of the Escape.

38. Said purchase of Plaintiff's Escape was induced by, and Plaintiff relied upon, Defendant's written warranty.

39. Plaintiff has met all of Plaintiff's obligations and preconditions as provided in Defendant's written warranty.

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

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

a. An amount equal to Plaintiff's actual damages up to and including the "full purchase price" of the vehicle, including collateral charges, finance charges, incidental and consequential damages;
b. Monetary relief of $100,000 or less and non-monetary relief;
c. Incurred and/or needed costs of repair;
d. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
e. All the other relief to which Plaintiff may be justly entitled to.

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

41. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, paragraphs 1-30 of this Petition.

42. The Escape purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. § 2301(7), running from Defendant to Plaintiff.

43. Defendant is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

44. Defendant is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer, or when Defendant 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.

45. Pursuant to 15 U.S.C. § 2308, Plaintiff's Escape was impliedly warranted to be substantially free of defects in both material and workmanship and thereby fit for the ordinary purpose for which the Escape was intended.

46. The Escape was warranted to pass without objection in the trade under the contract description and was required to conform to the descriptions of the Escape contained in the contracts and labels.

47. The above described defect in the Escape renders the Escape unfit for the ordinary purpose for which the Escape was intended.

48. As a result of the breach of implied warranty by Defendant, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

a. An amount equal to Plaintiff's actual damages up to and including the "full purchase price" of the vehicle, including collateral charges, finance charges, incidental and consequential damages;
b. Monetary relief of $100,000 or less and non-monetary relief;

c. Incurred and/or needed costs of repair;
d. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
e. All the other relief to which Plaintiff may be justly entitled to.

JURY DEMAND

*. Plaintiff hereby requests a trial by jury on all issues of fact in this case and herewith tenders the jury fee.

REQUEST FOR RULE 194 DISCLOSURES

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, you are requested to disclose within fifty (50) days of service of this request, the information or material as set forth in Rule 194.2. A response to a request under Rule 194.2(f) is due according to Rule 195.2 of the Texas Rules of Civil Procedure.

The disclosures must be signed in accordance with Texas Rules of Civil Procedure, Rule 191.3, and delivered to the undersigned attorney. If you fail to comply with the requirements above, the Court may order sanctions against you in accordance with the Texas Rules of Civil Procedure.

Respectfully Submitted,

By: _____
Andrew Ross
John D. Barker
Attorneys for Plaintiff

Andrew Ross; Texas Bar No.: 24079246
John D. Barker; Texas Bar No.: 24072753
Krohn & Moss, Ltd.
10 N. Dearborn St., 3rd FL
Chicago, IL 60602
phone: (312) 578-9428
fax: (866) 289-0898
e-mail: aross@consumerlawcenter.com
jbarker@consumerlawcenter.com

EXHIBIT A

143993

MOTOR VEHICLE BUYER'S ORDER

Seller: SAMES FORD LINCOLN Salesperson: BENAVIDES, DAVID Date: 09/27/2012

Buyer: GLORIA N FRANCO Residence Phone: (361)249-2450 Bus. Phone: E-mail:

Address: 4650 MILDRED City: CORPUS CHRISTI State: TX Zip: 78411

Expected date of delivery is 09/27/2012 or as soon thereafter as possible. It is agreed that neither the Seller nor the Manufacturer/Distributor is liable for failure to effect delivery.

Buyer offers to purchase from Seller under the terms and conditions specified the following described motor vehicle: TD AUTO FINANCE LLC

DESCRIPTION OF SALE UNIT:

- [X] New Make: FORD Color: STERLING_GRA
- [ ] Demo Model: ESCAPE Stock No.: F43566
- [ ] Executive/Official Cyl.: 4CIA Upholstery:
- [ ] Used Body Style: LL License No.:
- [ ] Certified Used (CPO) Odometer Reading: 23

Year: 2013 VIN: 1FMCU0J930UB14809 Key Nos.:

USED CAR TRADE-IN:

Year: 08 Make: FORD Model: EDGE

Cylinders: Body Style: LL License No.: 42785

VIN: 2FMDK39C98BB38345

Lienholder: FORD MOTOR CREDIT

Lienholder Address:

Payoff Amount: 26915.55 Date:

Child support Lien: [ ] Yes [ ] No Amount: $

Payable to:

Restitution Lien: [ ] Yes [ ] No Amount: $

Payable to:

Trade-In Allowance	$ 20500.00	Title:	Reconditioned:	[ ] Yes [ ] No
Balance Owed on Trade-In:	$ 26915.55		Flood Damaged:	[ ] Yes [ ] No
Net Allowance on Trade-In:	$ -6415.55		Rebuilt Salvage:	[ ] Yes [ ] No
Odometer Reading:	42785		Nonrepairable:	[ ] Yes [ ] No

PRICE OF UNIT	$ 34280.00
VSC	$ 2548.00
	$ N/A
	$ N/A
Sub-Total	$ 36828.00
	$ N/A
Rebate	$ 1000.00
Trade-In	$ 20500.00
Sub-Total	$ 15328.00
Dealer's Inventory Tax	$ 71.65
State Motor Vehicle Sales Tax	$ 798.75
Other Taxes	$ N/A
Government License and/or Registration Fee	$ 67.75
Government Certificate of Title Fee	$ 33.00
Government Vehicle Inspection Fee	$ 23.75
Government Emission Inspection Fee	$ N/A
Deputy Service Fee Paid to Dealer	$ 5.00
*Documentary Fee (see below)	$ 149.00
Sub-Total	$ 16476.90
Less Cash With Order	$ 1040.00
Add Balance Owed on Trade-In	$ 26915.55
Unpaid Balance	$ 42352.45

*** A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.**
UN CARGO DOCUMENTAL NO ES UN CARGO OFICAL. LA LEY NO EXIGU QUE SE IMPONGA UN CARGO DOCUMENTAL PERO ESTE PONDRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EN RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

DISCLAIMER OF WARRANTIES

The above-described vehicle sold by Seller is sold as is, without either express or implied warranties of any kind by Seller, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a written warranty by, or service contract with Seller covering the described vehicle is delivered to Buyer in conjunction with or within 90 days following the time of the sale, but such vehicle or any of its component parts may be subject to warranty by the manufacturer thereof.

****The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.**

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 on the contract of sale. *La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formularlo de la ventanilla anula cualquier provision que establezca lo contrario y que aparezca en el contrato de venta.*

If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit on terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit.

Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly.

If the Buyer's used car trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in.

Buyer agrees to deliver the original bill of sale and the title to any trade-in along with the delivery of the trade-in and further agrees to execute any and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrepairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed.

Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.

It is expressly agreed to and understood by Buyer and Seller that in the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle.

Buyer agrees to all the above listed charges.

Seller's Signature _____ Buyer's Signature _____ Date _____

The Reynolds and Reynolds Company FL523063 C (08/10)

EXHIBIT B

Krohn & Moss, Ltd.

Main Office
10 N. Dearborn St, 3rd Floor
Chicago, IL 60602
www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 Ext. 284
Writer's Direct Facsimile
(866)-289-0898
Writer's Direct E-Mail
aross@consumerlawcenter.com
www.krohnandmoss.com

Licensed to practice only in:
Texas

May 8, 2013

SENT VIA CERTIFIED MAIL

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

RE: Gloria Franco v. Ford Motor Company
Vehicle: 2013 Ford Escape
VIN: 1FMCU0J93DUB14809

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 is a defect and non-conformity present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. The defect and non-conformity includes, but is not limited to:

1. Defective engine as evidence by the intermittent illumination of the check engine light and hesitation on acceleration; and

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

The defect and non-conformity listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Should you elect to make a final attempt to repair the defect, please contact

me directly within the next seven days. Because of the defect and non-conformity, my client has justifiably lost confidence in the vehicle. As one court has stated:

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

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

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

My client's repair history clearly shows there was a breach of both written and implied warranties:

> based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

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

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of

our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

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

Sincerely,

Andrew Ross
Attorney at Law

AR/rd
cc: Gloria Franco

CIVIL CASE INFORMATION SHEET

CAUSE NUMBER *(FOR CLERK USE ONLY)*: 2013CV31658C COURT *(FOR CLERK USE ONLY)*: 94

STYLED GLORIA FRANCO V. FORD MOTOR COMPANY
(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:

Name: Andrew Ross
Email: aross@consumerlawcenter.com
Address: 10 North Dearborn Street, 3rd floor
Telephone: (312) 578-9428
City/State/Zip: Chicago IL 60602
Fax: (866 289-0898
Signature:
State Bar No: 24079246

Names of parties in case:

Plaintiff(s)/Petitioner(s): Gloria Franco

Defendant(s)/Respondent(s): Ford Motor Company

[Attach additional page as necessary to list all parties]

Person or entity completing sheet is:
- [x] Attorney for Plaintiff/Petitioner
- [ ] *Pro Se* Plaintiff/Petitioner
- [ ] Title IV-D Agency
- [ ] Other:

Additional Parties in Child Support Case:
Custodial Parent:
Non-Custodial Parent:
Presumed Father:

2. Indicate case type, or identify the most important issue in the case *(select only 1)*:

Civil

Contract
Debt/Contract
- [x] Consumer/DTPA
- [ ] Debt/Contract
- [ ] Fraud/Misrepresentation
- [ ] Other Debt/Contract:

Foreclosure
- [ ] Home Equity—Expedited
- [ ] Other Foreclosure
- [ ] Franchise
- [ ] Insurance
- [ ] Landlord/Tenant
- [ ] Non-Competition
- [ ] Partnership
- [ ] Other Contract:

Injury or Damage
- [ ] Assault/Battery
- [ ] Construction
- [ ] Defamation

Malpractice
- [ ] Accounting
- [ ] Legal
- [ ] Medical
- [ ] Other Professional Liability:
- [ ] Motor Vehicle Accident
- [ ] Premises

Product Liability
- [ ] Asbestos/Silica
- [ ] Other Product Liability List Product:
- [ ] Other Injury or Damage:

Real Property
- [ ] Eminent Domain/ Condemnation
- [ ] Partition
- [ ] Quiet Title
- [ ] Trespass to Try Title
- [ ] Other Property:

Related to Criminal Matters
- [ ] Expunction
- [ ] Judgment Nisi
- [ ] Non-Disclosure
- [ ] Seizure/Forfeiture
- [ ] Writ of Habeas Corpus—Pre-indictment
- [ ] Other:

Employment
- [ ] Discrimination
- [ ] Retaliation
- [ ] Termination
- [ ] Workers' Compensation
- [ ] Other Employment:

Other Civil
- [ ] Administrative Appeal
- [ ] Antitrust/Unfair Competition
- [ ] Code Violations
- [ ] Foreign Judgment
- [ ] Intellectual Property
- [ ] Lawyer Discipline
- [ ] Perpetuate Testimony
- [ ] Securities/Stock
- [ ] Tortious Interference
- [ ] Other:

Tax
- [ ] Tax Appraisal
- [ ] Tax Delinquency
- [ ] Other Tax

Family Law

Marriage Relationship
- [ ] Annulment
- [ ] Declare Marriage Void

Divorce
- [ ] With Children
- [ ] No Children

Post-judgment Actions (non-Title IV-D)
- [ ] Enforcement
- [ ] Modification—Custody
- [ ] Modification—Other

Title IV-D
- [ ] Enforcement/Modification
- [ ] Paternity
- [ ] Reciprocals (UIFSA)
- [ ] Support Order

Other Family Law
- [ ] Enforce Foreign Judgment
- [ ] Habeas Corpus
- [ ] Name Change
- [ ] Protective Order
- [ ] Removal of Disabilities of Minority
- [ ] Other:

Parent-Child Relationship
- [ ] Adoption/Adoption with Termination
- [ ] Child Protection
- [ ] Child Support
- [ ] Custody or Visitation
- [ ] Gestational Parenting
- [ ] Grandparent Access
- [ ] Parentage/Paternity
- [ ] Termination of Parental Rights
- [ ] Other Parent-Child:

Probate & Mental Health

Probate/Wills/Intestate Administration
- [ ] Dependent Administration
- [ ] Independent Administration
- [ ] Other Estate Proceedings
- [ ] Guardianship—Adult
- [ ] Guardianship—Minor
- [ ] Mental Health
- [ ] Other:

FILED-PATSY PEREZ 13 JUL 24 PM 2:16 DPTY

3. Indicate procedure or remedy, if applicable *(may select more than 1)*:

- [ ] Appeal from Municipal or Justice Court
- [x] Arbitration-related
- [ ] Attachment
- [ ] Bill of Review
- [ ] Certiorari
- [ ] Class Action
- [ ] Declaratory Judgment
- [ ] Garnishment
- [ ] Interpleader
- [ ] License
- [ ] Mandamus
- [ ] Post-judgment
- [ ] Prejudgment Remedy
- [ ] Protective Order
- [ ] Receiver
- [ ] Sequestration
- [ ] Temporary Restraining Order/Injunction
- [ ] Turnover

4. Indicate damages sought *(do not select if it is a family law case)*:

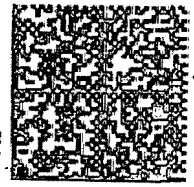
- [x] Less than $100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees
- [ ] Less than $100,000 and non-monetary relief
- [ ] Over $100,000 but not more than $200,000
- [ ] Over $200,000 but not more than $1,000,000
- [ ] Over $1,000,000

CERTIFIED MAIL

PATSY PEREZ, DISTRICT CLERK
DISTRICT COURTS / COUNTY COURTS AT LAW
P.O. BOX 2987
CORPUS CHRISTI, TX 78403

THIS ENVELOPE CONTAINS
IMPORTANT
LEGAL INSTRUMENTS FOR YOUR SAFEKEEPING

7012 2210 0000 6907 7992



02 1M $ 07.17⁰
0008005828 JUL 30 2013
MAILED FROM ZIP CODE 78412

Ford Motor Company
c/o CT Corporation
350 N St. Paul St., Suite 2900
Dallas, TX 75201

Case Print Report

Case Number CAS-2594540-N8F9W1

Case Opened Date 5/20/2013 8:50 AM

Case Closed Date 7/22/2013

Case Status Resolved

Case Last Modified 7/22/2013 12:41 PM

Responsible Team Tier 3 DRP

Case Classification Consumer Intervention > DRP/BBB > DRP-Vehicle Repurchase/Replacement Request

Customer Name [redacted]

Customer Number [redacted]

[redacted]

CHICAGO [redacted]

Emai [redacted]

Dealer

VIN 1FMCU0J93DU[redacted]

Year 2013 **Make** FORD

Model ESCAPE **Body Style** U0J - TITANIUM 4X2 4-DR

Symptom

Level 1

Level 2

Level 3

Level 4

Case Print Report

Case Number CAS-2594540-N8F9W1

Agent Name	Note Last Modified
Robert Gray	5/20/2013 11:41 AM
Robert Gray	5/20/2013 12:56 PM
Robert Gray	5/22/2013 2:51 PM
FSE inspection, 30 day test drive, 5/100 P'train Care ESP on satisfaction	
Robert Gray	7/1/2013 10:13 AM
Robert Gray	7/1/2013 10:14 AM
Robert Gray	7/2/2013 8:01 AM

Case Print Report

Case Number CAS-2594540-N8F9W1

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Robert Gray	7/2/2013 8:04 AM	fmc_bbbstatearbitration smallclaimprocessing	Interim Repair Decision
Robert Gray	7/2/2013 8:05 AM	fmc_clpdecision	Interim Repair Attempt
ford prdload1	7/22/2013 12:41 PM	fmc_bbbstatearbitration smallclaimprocessing	
ford prdload1	7/22/2013 12:41 PM	fmc_closecase	Assumed Rejection Of Decision
ford prdload1	7/22/2013 12:41 PM	fmc_bbbstatearbitration smallclaimprocessing	
ford prdload1	7/22/2013 12:41 PM	fmc_bbbstatearbitration smallclaimprocessing	
ford prdload1	7/22/2013 12:41 PM	fmc_bbbstatearbitration smallclaimprocessing	
ford prdload1	7/22/2013 12:41 PM	incidentresolution	Case Resolution
ford prdload1	7/22/2013 12:41 PM	fmc_bbbstatearbitration smallclaimprocessing	

Case Print Report

Case Number MRS-14919932424201000000 01

Case Opened Date 11/19/2012 2:39 PM

Case Closed Date 11/19/2012

Case Status Resolved

Case Last Modified 11/19/2012 9:57 PM

Responsible Team Historical Team

Case Classification MORS History > INQUIRY > 42 > CORRESPONDENCE - CORRESPONDENCE

Customer Name [redacted]

Customer Number [redacted]

[redacted]

CORPUS CHRISTI TX [redacted]

Email [redacted]

Dealer

VIN 1FMCU0J93DU[redacted]

Year **Make**

Model **Body Style**

Symptom

Level 1

Level 2

Level 3

Level 4

Case Print Report

Case Number MRS-14919932424201000000 01

Historical Case Action Type	Origin Description	Action Modified By	Action Last Modified
ADD ATTACHMENT TO ISSUE	MANUAL - CORRESPONDENCE CSR	Binetou Gueye	11/19/2012 2:39:00 PM

CUSTOMER SAID: SALES SURVEY - WAS TOLD FORD WOULD FINANCE VEH AND IT WAS NOT. TOOK DOWNPAYMENT FROM INC WARENITY AND DID NOT TELL ME UNTIL LATER WHEN SHE HAD SAID SHE DID NOT WANT TO GIVE MONEY DOWN.DEALER SAID: =CROW FORD LINCOLNCRC ADVISED: SEND MANUAL LTR - NEGATIVE DLR FEEDBACK

Case Print Report

Case Number MRS-14919932424201000000 01

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
ford prdload1	12/7/2012 12:39 AM	letter	Test_Letter_WISE

BBB AUTO LINE

July 22, 2013

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

Re: FRD1319366 [redacted] vs Ford Motor Corporation 1FMCU0J93DU[redacted]

Dear Madam/Sir:

The above referenced customer has failed to return the *Acceptance/Rejection of Decision Form* within the specified time and rejection is assumed.

If you have any questions, please call me at 800.334.2406, or consult your weekly manufacturer's report.

Sincerely,

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

July 1, 2013

[redacted]
CHICAGO IL [redacted]

Re: FRD1319366 [redacted] vs Ford Motor Corporation 1FMCU0J93DU [redacted]

Dear [redacted]:

Enclosed is the arbitrator's *Decision* and *Reasons for Decision* for your case.

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

You may either mail the form to:
3033 Wilson Blvd., Ste 600
Arlington, VA 22201
or
Fax it to 1.703.247.9700

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

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

Sincerely,

Edith Newton at Extension 512

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

ACCEPTANCE OR REJECTION OF DECISION

Date: 07/01/13

Case Number: FRD1319366

Customer [redacted]

State: TX

Business: Ford Motor Company

Mfr-Info: 6700 TX 1FMCU0J93DU[redacted]

Enclosed is the Arbitration decision in your case. We hope you have found the efforts of our staff and the volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision.

COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY

Note: If this form is not received at the CBBB office within 14days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at 703.247.9700. We suggest you call your case specialist to confirm receipt.

Please check one of the following.

_____ I ACCEPT THE ARBITRATION DECISION. I understand this means:

* the business will be legally bound to abide by this decision; and,
* I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform according to the Arbitrator's decision or unless otherwise provided by state or federal law.

_____ I REJECT THE ARBITRATION DECISION. I understand this means:

* I may pursue other legal remedies under state or federal law;
* depending on federal or state law, the decision may be introduced as evidence by me or the business in any civil court action relating to any matter considered in this arbitration hearing;
* the business will not be obligated to perform any part of the decision; and,
* this will end Better Business Bureau involvement in my case.

Signature(s) of Titled Owner(s): _____

Date: _____

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

BBB AUTO LINE

July 1, 2013

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

Re: FRD1319366 [redacted] vs Ford Motor Corporation 1FMCU0J93DU[redacted]

Dear Madam/Sir:

Enclosed is the arbitrator's *Decision* and *Reasons for Decision* for your case.

The customer has been sent an *Acceptance/Rejection Form* and has 14 days to return the form to the BBB AUTO LINE. For good cause the BBB AUTO LINE may extend this time frame. We will notify you as soon as we know whether the customer has accepted or rejected the *Decision*.

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.334.2406.

Sincerely,

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

Interim Repair Decision

Submitted Date: 07/01/13
FRD1319366
VIN: 1FMCU0J93DU[redacted]
Customer: [redacted] - Hearing Date: 07/01/13
Arbitrator: David Walsh

Question 1

Vehicle (Year/Make/Model):

2013 Ford Escape

Question 2

The manufacturer shall repair, within 30 days from the manufacturer's receipt of the customer's acceptance of this Decision, the following components/symptoms in the above named ("vehicle") owned or leased by the customer.

(List all components/symptoms to be repaired)

a

Engine/Electrical - check engine light or service engine light being illuminated intermittently

b

c

d

e

f

g

h

i

j

The manufacturer will contact the customer to make all arrangements for the completion of these repairs which shall take place at a dealership chosen by the manufacturer.

The customer will have 30 days to test drive the vehicle after the repairs have been completed. If the repairs are not completed properly, the customer must notify the BBB in writing before the test drive period expires. The arbitrator will be informed and will make a decision in your case. Before making a decision, the arbitrator(s) will reconvene the hearing. If the customer does not notify the BBB within the test drive period, this decision will become final.

CASE: FRD1319366
Arbitrator: David Walsh

Customer: [redacted]
Date: 07/01/13

Reasons for Decision

Submitted Date: 07/01/13
FRD1319366
VIN: 1FMCU0J93DU[redacted]
Customer: [redacted] - Hearing Date: 07/01/13
Arbitrator: David Walsh

Question 1

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

Repair (Engine/Electrical) and Denied (Body and Trim)

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

Repair (Engine/Electrical)

The consumer, [redacted] is requesting repurchase of the vehicle plus additional damages, and the manufacturer, Ford Motor Corporation, is requesting the claim be denied. The first problem is Engine/Electrical with the check engine light / service engine light and a corresponding hesitation during acceleration of the vehicle as reported in the documents.

The vehicle was purchased new in September 2012 by [redacted] The documents presented show three occurrences of problem with the 2013 Ford Escort vehicle. The first occurrence of the problem was in March 2013 at 5,158 miles, and a repair was performed of the Mass Air Flow Sensor. The second occurrence of the problem was later in March 2013 at 5,200 miles, and a repair was performed, but this repair proved to be an insect trapped in the FICM module and causing the problem. The third occurrence was in April 2013 at 5,555 miles, but the repair facility was not able to verify that the service engine light was illuminated nor was the repair facility able to document a problem. No repair occurred regarding the third visit.

The documentation submitted on behalf of [redacted] indicates that the consumer views this as a substantial impairment to the use, value and/or safety of the vehicle, and [redacted] has lost confidence in the vehicle due to the defect and non-conformity.

An inspection and a test drive were conducted on July 1, 2013 in the presence of [redacted] the local BBB Regional Director, and the arbitrator. The test drive included stop and go traffic as well as highway speed driving, and the test drive lasted 20 minutes. The Arbitrator did not observe any occurrence of the check engine light or service engine light being illuminated. The Arbitrator did not observe any problems with hesitation with acceleration.

Despite the lack of occurrence of the check engine light or service engine light being illuminated during the test drive, the arbitrator believes sufficient evidence exists of a potential defect in material or workmanship regarding [redacted] 2013 Ford Escort. This conclusion is based upon the fact that there is no evidence that the check engine light or service engine light being illuminated intermittently was caused by an act of nature, abuse, unreasonable use or neglect by Ms. [redacted] Further, there is no evidence that the check engine light or service engine light being illuminated intermittently is a normal characteristic of this vehicle or that any modification by [redacted] has caused this problem. Having eliminated all other possible causes for the check engine light or service engine light being illuminated intermittently, the only reasonable conclusion is the cause of check engine light or service engine light being illuminated intermittently is a potential defect in material or workmanship in [redacted] 2013 Ford Escort. The evidence

shows that the dealership has unable to verify or reproduce the problem on the third visit, but the Arbitrator believe evidence suggests that the check engine light or service engine light being illuminated intermittently problem exists, and the problem remains as a potential current problem with [redacted] vehicle.

Based upon the suggestion in the documents submitted by the manufacturer as well as the consumer, the Arbitrator believes the manufacturer has additional resources to investigate the problem further and a focused period of concentrated evaluation of [redacted] [redacted] vehicle could help to diagnose this potential problem. Based upon the totality of the evidence, the decision to order the manufacturer to further investigate and repair the vehicle is a fair and just decision under circumstances.

It is the decision of the arbitrator that the manufacturer be allowed to further investigate, diagnose and repair the vehicle within thirty (30) days after the manufacturer received notice the decision has been accepted by the consumer.

Denied (Body and Trim)

No documentary evidence presented to the arbitrator supports a current problem existing at this time regarding the Body and Trim problem. In addition, no problem regarding Body and Trim was noted at the time of the vehicle inspection on 07-01-2013.

Question 2

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

N/A

Question 3

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

17, but it is difficult to be exact based upon the documentation provided

Question 4

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

Yes

Question 5

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

6,540

CASE: FRD1319366
Arbitrator: David Walsh

Customer: [redacted]
Date: 07/01/13

BBB AUTO LINE

Date: 06/24/13 Case Number: FRD1319366
Customer: [redacted]
Business: Ford Motor Company
Mfr-Info: 6700 TX 1FMCU0J93DU[redacted]

You have been selected to serve as Arbitrator in a dispute involving the above parties. Unless you are not able to accept this responsibility or feel you cannot give an impartial decision in this matter, please sign this Arbitrator's Oath. With this form you will receive a copy of the Agreement to Arbitrate, which outlines the dispute and establishes the limits within which you must make your decision. To maintain the integrity of this entire process, please disclose any relationship you may have had with any of the parties named above or with their attorneys (if any). Financial, professional, commercial, competitive, social, or family relationships, no matter how remote, should be revealed.

Oath

I, DAVID WALSH, hereby accept appointment as Arbitrator of the dispute concerning the Parties named above. I swear/affirm that I will act faithfully and impartially, to the best of my ability, to hear and examine the issues in dispute, and conduct the proceedings and render a decision pursuant to the Rules of the Better Business Bureau AUTO LINE Arbitration Program and, to the best of my ability, within the time allotted.

Signature of Arbitrator: David Walsh

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

512-445-2650 15:42:48 07-01-2013 3/5

PROGRESSIVE

Texas Liability Insurance Card

Progressive County Mutual Ins Co
1-800-876-5581
(se habla español)

Effective Date: Mar 20, 2013 - Sep 20, 2013
Policy Number: [redacted]
Your Agent: CHAPA AUTO INS AGCY
1-361-452-2901

Named Insureds -
[redacted]
CORPUS CHRISTI, TX [redacted]

Additional driver
[redacted]

Year	Make	Model	Vehicle Identification No.
1998	Chevrolet	C1500/K1500	1GCEC14W5WZ[redacted]
2013	Ford	Escape	1FMCU0J93DU[redacted]

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy

Form 64851X (07/01)

BBB AUTO LINE

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

Date: 06/24/13

Case Number: FRD1319366
Customer: [redacted]

Manufacturer: Ford Motor Company
Mfr Info: 6700 TX 1FMCU0J93DU[redacted]

Arbitrators: Mr. David Walsh

Inspection Date, Time, Place: 07/01/13 10:00 a.m. CST
BBB serving Central, Coastal, Southwest Texas and the Permian Basin
719 S. Shoreline, Ste. 304
Corpus Christi, TX784010000

Hearing Site Phone: (361) 852-4954

AUTOLINE Director Phone: (512) 206-2824 Fax : (512) 445-2096

INSTRUCTIONS

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

Council of Better Business Bureaus, Inc.
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BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 05/20/2013 Case Number: FRD1319366
Customer: [redacted]
Business: Ford Motor Company
Mfr-Info: 6700 TX 1FMCU0J93DU[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 : Escape
Year : 2013

All parties named above submit to arbitration the following:

* Engine/Electrical
* Body and Trim

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:

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[redacted] **Inspection Report** FRD1319366

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

Manufacturer:

Arbitrator's Name: DAVID WALSH Date of Inspection: 7/1/2013

Location of Inspection: 719 S. Shoreline, Corpus Christi, TX 78401

Vehicle Information: Make: FORD Model: ESCAPE

Year: 2013 Mileage: 6540 VIN: 1 F M C U 0 J 9 3 D U [redacted]

Parties Present at Inspection: [ ] Technical Adviser [✓] Arbitrator [✓] Customer [ ] Manufacturer [✓] BBB Regional Director

Conditions or Components Inspected:

excellent condition

Was a test drive conducted? [✓] Yes [ ] No How long was the test drive? 20 Minutes

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

N/A

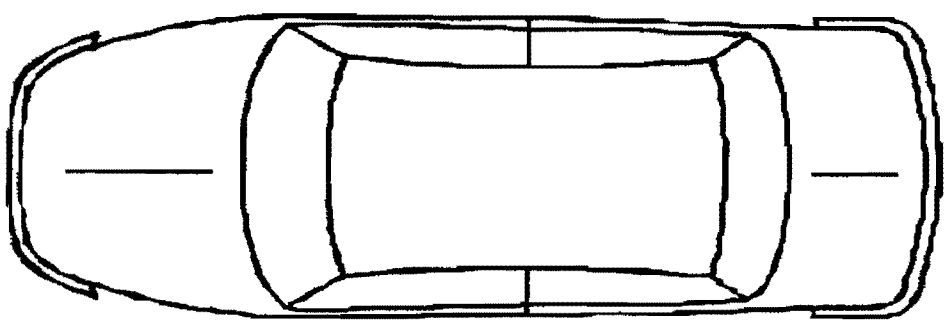
Exterior

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

What damage is beyond normal wear and tear?

N/A

Please indicate damage below:



Interior

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

What damage is beyond normal wear and tear?

N/A

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BBB AUTO LINE

Date: 06/24/13 Case Number: FRD1319366
Customer: [redacted]
Business: Ford Motor Company
Mfr-Info: 6700 TX 1FMCU0J93DU[redacted]

You have been selected to serve as Arbitrator in a dispute involving the above parties. Unless you are not able to accept this responsibility or feel you cannot give an impartial decision in this matter, please sign this Arbitrator's Oath. With this form you will receive a copy of the Agreement to Arbitrate, which outlines the dispute and establishes the limits within which you must make your decision. To maintain the integrity of this entire process, please disclose any relationship you may have had with any of the parties named above or with their attorneys (if any). Financial, professional, commercial, competitive, social, or family relationships, no matter how remote, should be revealed.

Oath

I, DAVID WALSH, hereby accept appointment as Arbitrator of the dispute concerning the Parties named above. I swear/affirm that I will act faithfully and impartially, to the best of my ability, to hear and examine the issues in dispute, and conduct the proceedings and render a decision pursuant to the Rules of the Better Business Bureau AUTO LINE Arbitration Program and, to the best of my ability, within the time allotted.

Signature of Arbitrator: David Walsh

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BBB AUTO LINE

June 24, 2013

[redacted]

CHICAGO IL [redacted]

Re: FRD1319366 Franco vs Ford Motor Corporation 1FMCU0J93DU[redacted]

Dear [redacted] C/O Andrew Ross:

Enclosed are:

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

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

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

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

Sincerely,

Edith Newton at Extension 512

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BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [redacted]

Case Number: FRD1319366

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

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

Arbitrator Information

Arbitrator's Name: David Walsh

Arbitrator's Occupation:

Arbitrator's Biography:

David Walsh is a native of South Texas having been born and raised in Corpus Christi. David is an active community volunteer and also provide pro bono assistance through the Volunteers Lawyers Project of Texas Rio Grande Legal Aid, Inc. He actively practices litigation, mediation, probate matters and appellate work. David's legal experience includes first chair trial work in state and federal court as well as handling large volume dockets for corporations and individuals.

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[redacted]

Inspection Report

FRD1319366

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

Manufacturer: _____

Arbitrator's Name: _____ Date of Inspection: ___/___/___

Location of Inspection: _____

Vehicle Information: Make: _____ Model: _____

Year: _____ Mileage: _____ VIN: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

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

Conditions or Components Inspected:

_____

_____

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

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

_____

_____

Exterior

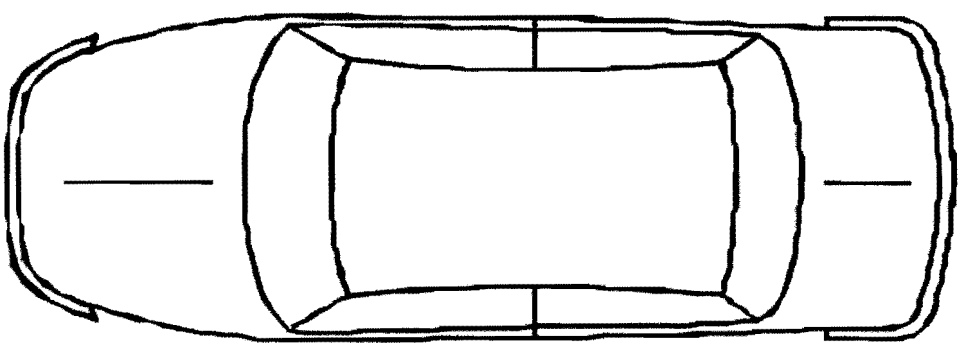
Overall condition of the vehicle's exterior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

_____

_____

Please indicate damage below:



Interior

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

What damage is beyond normal wear and tear?

_____

_____

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BBB AUTO LINE

Record of Arbitration Hearing
(To Be Completed by Arbitrator)

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

Case No: FRD1319366 Date of Hearing: 07/01/13

Consumer and Attorney (if any): [redacted]

Company and Representative Name: Ford Motor Company

Arbitrator(s): _____

Hearing Location/Address: _____

_____

1. Type of Hearing

Consumer:		Company:	
	☐ In Person		☐ In Person
	☐ Written		☐ Written
	☐ Telephone		☐ Telephone

2. Consumer and Witnesses — *Summary of Relevant and Material Testimony of the consumer and any witnesses*

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3. Witnesses for Company

Name of Witness	*Summary of Relevant and Material Testimony*

4. Impartial technical expert or other witnesses

Name of Witness	*Summary of Relevant and Material Testimony*

5. **PLEASE ATTACH ALL DOCUMENTARY EVIDENCE INTRODUCED AT THE HEARING.**

Record filled out by: _____

(Signature)

_____

(Printed Name)

_____

(Date)

BBB AUTO LINE

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

Date: 06/24/13

Case Number: FRD1319366
Customer: [redacted]

Manufacturer: Ford Motor Company
Mfr Info: 6700 TX 1FMCU0J93DU[redacted]

Arbitrators: Mr. David Walsh

Inspection Date, Time, Place: 07/01/13 10:00 a.m. CST
BBB serving Central, Coastal, Southwest Texas and the Permian Basin
719 S. Shoreline, Ste. 304
Corpus Christi, TX784010000

Hearing Site Phone: (361) 852-4954

AUTOLINE Director Phone: (512) 206-2824 Fax : (512) 445-2096

INSTRUCTIONS

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

BBB AUTO LINE

June 24, 2013

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

Re: FRD1319366 [redacted] vs Ford Motor Corporation 1FMCU0J93DU[redacted]

Dear Madam/Sir:

Enclosed are:

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

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

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

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

Sincerely,

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

ARBITRATOR SELECTION LIST

Customer: [redacted]

Case Number: FRD1319366

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

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

Arbitrator Information

Arbitrator's Name: David Walsh

Arbitrator's Occupation:

Arbitrator's Biography:

David Walsh is a native of South Texas having been born and raised in Corpus Christi. David is an active community volunteer and also provide pro bono assistance through the Volunteers Lawyers Project of Texas Rio Grande Legal Aid, Inc. He actively practices litigation, mediation, probate matters and appellate work. David's legal experience includes first chair trial work in state and federal court as well as handling large volume dockets for corporations and individuals.

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BBB AUTO LINE

June 19, 2013

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

Re: FRD1319366 [redacted] vs Ford Motor Corporation 1FMCU0J93DU[redacted]

Dear Madam/Sir:

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

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

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

Sincerely,

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

June 3, 2013

[redacted]

CHICAGO IL[redacted]

Re: FRD1319366 [redacted] vs Ford Motor Corporation 1FMCU0J93DU[redacted]

Dear [redacted]

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

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

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

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

Sincerely,

Edith Newton at Extension 512

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

DIRECTIONS TO

CORPUS CHRISTI, TEXAS BETTER BUSINESS BUREAU

The Corpus Christi, Texas Better Business Bureau has recently relocated. Please note the new address on the enclosed ***Notice of Hearing***.

If you are unsure of the location of the new office, please call [redacted] at

361.852.4954

3.21.00

BBB AUTO LINE

June 3, 2013

[redacted]

CHICAGO IL [redacted]

Re: FRD1319366 [redacted] vs Ford Motor Corporation 1FMCU0J93DU [redacted]

Dear [redacted]

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

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

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

Sincerely,

Edith Newton at Extension 512

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

MANUFACTURER RESPONSE FORM
Will participate - In Writing ☒ By Phone ☐

Case Number: FRD1319366
Customer Name: [redacted] **State:** Texas
VIN: 1FMCU0J93DU[redacted] **Warranty Start Date:** 9-27-2012
Vehicle year/model: 2013 Escape
Current mileage: 5,772 miles

Purchased: ☒ New ☐ Used (Mileage/Date) ☐ Leased (Terms)
This claim is: ☒ IN BTB Warranty ☐ IN Diesel Warranty ☐ IN Powertrain Warranty
☐ Out of All Warranties
Extended Service Plan: ☒ NO ☐ YES

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

On 5-22-2013, Ford placed an offer with the BBB of:

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

2) Following repairs that are satisfactory to the customer, and the completion of a 30 day test drive, the placement of a 5 year, 100,000 mile Power Train care ESP for the vehicle as goodwill. This plan covers 29 critical components of the vehicle. The ESP would begin at the warranty start date and run for 5 years or 100,000 miles whichever comes first. The ESP carries a standard deductible of $100. Roadside assistance and rental car reimbursement is provided at set amounts.

Please indicate the customer's response below:
☒ The customer rejected the offer on: 5-24-2013
☐ The customer has not indicated a response to the offer.

The Agreement to arbitrate (ATA) lists the following concern(s):

- Engine/Electrical
- Body and Trim

MANUFACTURER'S POSITION:

Ford Motor Company respectfully asks that our customer's request for a repurchase and/or replacement be denied.

According to the [redacted] own Customer Claim Form (CCF), the vehicle does not meet the guidelines for repurchase or replacement under the BBB Auto Line Program Summary, under which the BBB case would be heard.

Listed are three visits for the very broad category of Engine/Electrical and a single visit for Body and Trim. Ford would note that, of these, there is one visit for a check engine light alone, one for the check engine light with a hesitation under acceleration and one for the Service engine now message. In examining the Repair orders, on the first repair 5,156 miles) the Mass Air Flow Sensor or MAF was replaced. On the second visit for the light and a hesitation, a bug was found trapped in the FICM module, causing the concern. The bug was removed and the system checked and returned to our customer. Ford would note that this visit was not charged against Ford as defect and is not listed in the attached Standard Claims Form that tracks such warranty reimbursement requests. On the third visit (5,565 miles) there was no verification of the light and no problem found with the vehicle. Thus, we have one repair for defect, one for an environmental concern (bug) and one where no concern was found with the vehicle.

The visit listed for Body/Trim is listed as being for "TAP Claim" which would actually be for rental, or "Transportation Assistance Program"

Ford would argue that the days out of service include some maintenance work as well as work for non-defect items such as recalls. [redacted] does not list days out of service beyond the RO dates as an issue, leaving them off of the summary sheets and her Customer Claim Form. Ford feels that the days out of service was not a prime consideration for our customer, and not a substantial impairment to the vehicle. **The repair order open /close dates only rarely capture the actual days out of service for a vehicle.** Because the dealerships that sell Ford vehicles are not owned by the manufacturer, they have the right and ability to make business decisions on their own. This freedom extends to their policies regarding when a repair order is opened, often before work is expected to be performed or the vehicle NEEDS to be there, and when they close the repair orders as well. The "close dates" for any given repair order should not be expected to be totally accurate as to when the vehicle work was completed and/or the consumer was notified. There are several reasons why repair orders remain open. It is common practice among some dealerships to close a repair order after Ford has paid the dealer for their warranty claim, not when the vehicle is completed. Furthermore, dealers often utilize a warranty administrator service to process warranty claims. Not every dealership has an "in house" dedicated warranty clerk. The warranty administrator may collect warranty claims from the dealer and processes these claims at the end of each month. In some cases, the warranty clerk only bills Ford and closes the repair order once or twice a month. Some warranty clerks have other obligations, while some dealerships hire independent clerks to provide that service which is often bi-monthly. Also, some procedures require that several members of the dealership sign off on the actual order, before it can be closed. This can take time while the order makes its way through that process. Besides differing dealership practices, not all consumers make appointments, dropping off the vehicle so that work can be performed "when possible." The repair order may be opened when the vehicle is taken into the dealer, for insurance purposes, when there is no expectation of work being performed.

Many customers fail to return in a timely manner after the repair has been completed, with the repair order being kept open, again for insurance purposes. Ford would note that, according to the attached Standard Claims List, that tracks warrantable concerns, there is a total of one hour of total labor time for the vehicle at this point. ford does not feel that the dealership In/Out days accurately reflect days out of service and does not feel that the vehicle has been out of service for repairs to defect for over 30 days.

The issues do not consist of unusual or substantial issues being considered within the spectrum of "normal" warranty concerns. I think that most of us can empathize with having to have repairs accomplished under the New Vehicle Limited Warranty (NVLW). There is little in our lives (aside from family and computers) that can affect how we feel about our lives like having vehicle issues. The NVLW exists, however, because it has to be accepted that any mechanical entity can develop unforeseen issues, regardless of how high the production values or the amount of quality control that is put in place. Ford, like other manufacturers, doesn't have a guarantee that promises a full refund if there are issues, we have the NVLW, promising to repair the defect or non-conformity. Ford feels that, as the manufacturer, Ford has lived up to the letter and intent of the New Vehicle Limited Warranty, addressing each concern as it was presented, in good faith, and resolving the concern. The vehicle is considered to be operating as designed at this time.

Ford would note that our customer is carrying a substantial amount of negative equity on the vehicle loan and that there was a rebate on the vehicle. Many customers mistakenly feel that the negative equity will be absorbed if a repurchase is allotted, and may not realize that the rebate is not refunded by the process. In Ford's experience, our customer would be responsible for the negative equity and rebate, as well as the mileage fee for usage, which may be considerable, should a repurchase be awarded. Ford is not only concerned about repurchasing a vehicle that we feel does not meet the requirements, but that the outcome requested by our valued customer may, ultimately not be the best outcome for them.

DOCUMENTATION PROVIDED

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

List amount of any over allowance /negative equity: $1,000 Rebate + $6,415.55 Negative Equity

To: Edith Newton
BBB AUTO LINE
Fax: 703-247-9700

Completed by: Bob Gray
Fax: 866-433-7972

Date: 05-24-2013

Server: **AWS Prod**
Claims loaded through: **17-MAY-2013**

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 20-MAY-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
1FMCU0J93DU[redacted]	M1	T/M2	F	T/WE	T/C6	T/A	AN	T/W6	T/TP	16-SEP-2012	27-SEP-2012	152067	USA	6	2G02	AG9Z	9F479	A	F04	S11	V29	E29	42

CEL

AWS Claim Key:	1340795	Doc #:	678272A	Trx Code:	S07	Labor Hrs:	.7	Labor Cost:	62.11	Material Cost:	18.75	Total Cost:	80.86										
Dlr Cd-Sub Cd:	05653-*	Name:	SAMES FORD	Ph:	361-8517600	St: TX	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:21-MAR-2013		DIST(Mile):5158										

MAP SENSOR

Cust Comments:	CUSTOMER STATES CHECK ENGINE LIGHT IS O N
Tech Comments:	VERIFY CONCERN OF MILL LIGHT ON PERFORMED ECC TEST KOEC(P0106) RAN OASIS FOUND NO SSM OR TSB THAT FIT CONCERN PERFORMED PINPOINT TEST DM. DM1 ANY OTHER CODES PRESENT ONLY P0106 . DM2-YES DM9-NO REPLACED MAP SENSOR AS PER PINPOINT TEST REPERFORMED KOEO AND KOER TEST ALL PASSES . CLEARED CODES REST KAM .

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
1FMCU0J93DU[redacted]	M1	T/M2	F	T/WE	T/C6	T/A	AN	T/W6	T/TP	16-SEP-2012	27-SEP-2012	152067	USA	6	*	*	*	*	F09	SXX	V00	*	*

Vol. UPGRADE

AWS Claim Key:	1340794	Doc #:	678272B	Trx Code:	12A04	Labor Hrs:	.3	Labor Cost:	26.62	Material Cost:	103.39	Total Cost:	130.01										
Dlr Cd-Sub Cd:	05653-*	Name:	SAMES FORD	Ph:	361-8517600	St: TX	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:21-MAR-2013		DIST(Mile):5158										

Cust Comments:	12A04 SYNC WITH MYFORD/MYLINCOLN TOUCH -APPLICATION PERFORMANCE UPGRADE
Tech Comments:	PERFORMED RECALL 12A04 REPROGRAM SYNC AND INSTALLED NEW NAV CARD

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
1FMCU0J93DU[redacted]	M1	T/M2	F	T/WE	T/C6	T/A	AN	T/W6	T/TP	16-SEP-2012	27-SEP-2012	152067	USA	8	*	*	*	*	F09	SXX	V00	*	*

X

AWS Claim Key:	1637920	Doc #:	07104002	Trx Code:	12Y03	Labor Hrs:	0	Labor Cost:	0	Material Cost:	81.72	Total Cost:	81.72										
Dlr Cd-Sub Cd:	67803-*	Name:	FORD COMPONENT SALES, LLC	Ph:	*-*	St: MI	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:04-MAY-2013		DIST(Mile):1										

[redacted]

5/20/2013

Cust Comments:

Tech Comments: Dealer RO# Consumer SD Card 1878# Consumer

Any comments? You can contact

webmaster

2013-May-31 03:27 PM Ford Motor Company 800-392-3673 0/0

Krohn & Moss, Ltd.

Main Office
10 N. Dearborn St, 3rd Floor
Chicago, IL 60602
www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 Ext. 284
Writer's Direct Facsimile
(866)-289-0898
Writer's Direct E-Mail
aross@consumerlawcenter.com
www.krohnandmoss.com

Licensed to practice only in:
Texas

May 29, 2013

Edith Newton
Council of Better Business Bureau, Inc.
3033 Wilson Boulevard, Suite 600
Arlington, VA 22201

Sent via Fax: (703) 247 9700

RE: FRD 1319366[redacted] v. Ford Motor Company 1FMCU0J93DU[redacted]

Dear Ms. Newton,

To memorialize our conversation today, my clients have not accepted the decision rendered by the BBB. Further, the cover letter dated May 22, 2013 that accompanied the BBB decision was incorrect in stating that my clients or their attorneys accepted the BBB decision. If you have any questions or if this is not your understanding, please feel free to contact me.

Sincerely,

Andrew Ross
Attorney at Law

AR/

Due to system issues I'm having...this is being sent again...Bob, please see below and advise (the reason I'm asking is because you have a [redacted] and a [redacted] case).

Ford Motor Company ®
Terrie Stone | Regulatory Compliance Specialist | Dispute Resolution Program
tstone26@ford.com | www.ford.com
office: 321-435-1207
fax: 866-414-9069

From: Stone, Terrie (T.)
Sent: Thursday, May 23, 2013 10:16 AM
To: Gray, Robert (R.); enewton@council.bbb.org; fax=17032479700@fordfax.com
Subject: RE: Settlement Offer [redacted] FRD1319366 / CAS-2594540-N8F9W1

Bob – in the subject line you indicate the consumer is [redacted] however, the case number you have provided is for a consumer by the name of [redacted]...which case is this offer for?

Ford Motor Company ®
Terrie Stone | Regulatory Compliance Specialist | Dispute Resolution Program
tstone26@ford.com www.ford.com
office: 321-435-1207
fax: 866-414-9069

From: Gray, Robert (R.)
Sent: Wednesday, May 22, 2013 2:49 PM
To: enewton@council.bbb.org; Stone, Terrie (T.); fax=17032479700@fordfax.com
Cc: Gray, Robert (R.)
Subject: Settlement Offer [redacted] FRD1319366 / CAS-2594540-N8F9W1
Importance: High

Edith,

Attached is Ford's offer for [redacted]. I have sent it to the BBB main Fax as well.

Ford Motor Company ®
Robert Gray | Dispute Resolution Specialist | Dispute Resolution Program
rgray72@ford.com | www.ford.com
office: 866-567-6518 x77244
fax: 866-433-7972

Case Number FRD1319366 / CAS-2594540-N8F9W1
VIN 1FMCU0J93DU[redacted]

Name [redacted]
City-State-Zip Chicago, IL 60602
Phone # 3125789428
Specialist Edith Newton
enewton@council.bbb.org ext: 512

Ford DRS Bob Gray

Edith,

For clarification, the offer below was meant to be for [redacted] FRD1319366 / CAS-2594540-N8F9W1

-NOT-

[redacted] FRD1316234.

I am sorry for spreading any of my confusion!

Ford Motor Company ®
Robert Gray | Dispute Resolution Specialist | Dispute Resolution Program
rgray72@ford.com | www.ford.com
office: 866-567-6518 x77244
fax: 866-433-7972

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Robert Gray | Dispute Resolution Specialist | Dispute Resolution Program
rgray72@ford.com www.ford.com
office: 866-567-6518 x77244
fax: 866-433-7972

Case Number FRD1319366 / CAS-2594540-N8F9W1
VIN 1FMCU0J93DU[redacted]
Name [redacted]
City-State-Zip Chicago, IL [redacted]
Phone # [redacted]
Specialist Edith Newton

enewton@council.bbb.org ext: 512

Ford DRS Bob Gray

Manufacturer Settlement Offer

BBB Fax# 1 703 247 9700

05-22-2013

FRD1319366 / 1FMCU0J93DU[redacted]
[redacted] c/o Krohn & Moss
BBB Specialist Edith Newton
Ford DRS Bob Gray

According to the Customer Claim Form, the vehicle does not meet the guidelines for repurchase or replacement under the BBB Auto Line Program Summary, under which the BBB case would be heard.

Ford greatly appreciates the loyalty to the manufacturer that is shown in [redacted] utilizing the BBB to resolve the issues with the vehicle rather than taking his transportation needs elsewhere, as Ford knows is always an option. We would like to resolve the issues as quickly as possible so that we might continue the positive relationship that has developed between Ford and our valued customer.

Ford Motor Company (FMC) would like to offer the following to resolve his/her case:

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

2) Following repairs that are satisfactory to the customer, and the completion of a 30 day test drive, the placement of a 5 year, 100,000 mile Power Train care ESP for the vehicle as goodwill. This plan covers 29 critical components of the vehicle. The ESP would begin at the warranty start date and run for 5 years or 100,000 miles whichever comes first. The ESP carries a standard deductible of $100. Roadside assistance and rental car reimbursement is provided at set amounts.

Thank you for your consideration.

Ford Motor Company ®
Robert Gray | Dispute Resolution Specialist | Dispute Resolution Program

Manufacturer Settlement Offer

BBB Fax# 1 703 247 9700

05-22-2013

FRD1319366 / 1FMCU0J93DU[redacted]
[redacted] c/o Krohn & Moss
BBB Specialist Edith Newton
Ford DRS Bob Gray

According to the Customer Claim Form, the vehicle does not meet the guidelines for repurchase or replacement under the BBB Auto Line Program Summary, under which the BBB case would be heard.

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Thank you for your consideration.

Ford Motor Company ®
Robert Gray | Dispute Resolution Specialist | Dispute Resolution Program

BBB AUTO LINE

May 20, 2013

[redacted]

CHICAGO IL [redacted]

Re: FRD1319366[redacted] vs Ford Motor Corporation 1FMCU0J93DU[redacted]

Dear [redacted] C/O Andrew Ross:

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:

_X_ 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:_____

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

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

May 20, 2013

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

Re: FRD1319366[redacted] vs Ford Motor Corporation 1FMCU0J93DU[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

May 20, 2013
Re:W-C2 FRD1319366: [redacted] vs Ford Motor Corporation
1FMCU0J93DU[redacted]

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

Dear Andrew Ross:

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

Enclosed please find the following information:

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

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

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

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

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

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

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

_____ No further documentation is required at this time

_____ Repair orders relating to the complaints(s)

_____ The vehicle's current registration

_____ The purchase contract or lease agreement

_____ Other: _____

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

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

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

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

Sincerely,

Edith Newton at Extension 512

BBB AUTO LINE
Customer Claim Form

Case number: FRD1319366
Contact Date: 05/17/13
Start Date: 05/20/13

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: Escape Year: 2013 Current mileage: 5772

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: Same, , TX

Primary Servicing dealer/city/state: Sames Ford,

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 09/27/12 Mileage at purchase/lease:

First repair attempt date: 03/21/13 First repair attempt mileage: 5158

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

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 INDENTIFICATION NUMBER 1FMCU0J93DU[redacted]

Lienholder/Leasing Company _____ **Phone Number** _____

Account Number _____

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Engine/Electrical		3		yes
Body and Trim		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

AGREEMENT TO ARBITRATE

Date: 05/20/2013 Case Number: FRD1319366
Customer: [redacted]
Business: Ford Motor Company
Mfr-Info: 6700 TX 1FMCU0J93DU[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 : Escape
Year : 2013

All parties named above submit to arbitration the following:

* Engine/Electrical
* Body and Trim

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

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

May 16, 2013

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

WRTAC
FRD1319366

RE: [redacted] v Ford Motor Company

MAY 20 2013

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 TX Lemon Law and the Magnuson-Moss Act based on defects in the vehicle.

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

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: Escape Year: 2013 Current mileage: 5772

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: Sames Ford Lincoln, Corpus Christi TX

Primary Servicing dealer/city/state: same

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: September 27, 2012 Mileage at purchase/lease: 23

First repair attempt date: March 21, 2013 First repair attempt mileage: 5,158

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: N-A Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident: N/A

Description of damage: N/A

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

VIN:1FMCU0J93DU[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 INDENTIFICATION NUMBER 1FMCU0J93DU[redacted]

Lienholder/Leasing Company TD Finance **Phone Number** 1-800-556-8172

Account Number [redacted]

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C wasn't cool properly	Any Dealer, Inc.	2	4/26/06, 4500 miles, 5 days 5/10/07, 12,700 miles, 1 day	Yes
PLEASE	SEE		ENCLOSED	

Total days out of service for all problems: _____

Signature of Titled Owner(s) [redacted] Date 5/16/2013

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
03/21/13-03/27/13	5,158	Check engine light is on	Engine/Electrical
		12A04 sync with my ford my Lincoln touch application performance upgrade	Recall
03/29/13-04/20/13	5,200	Check engine light/vehicle hesitating under acceleration	Engine/Electrical
04/29/13-05/03/13	5,555	Service engine now message coming on	Engine/Electrical
		Tap claim	Body and Trim

MOTOR VEHICLE BUYER'S ORDER

143993

Seller: SAMES FORD LINCOLN Salesman: BENAVIDES,DAVID Date: 09/27/2012

Buyer: [redacted] Residence Phone: [redacted] Bus. Phone: E-mail:

Address: [redacted] City: CORPUS CHRISTI State: TX Zip: [redacted]

Expected date of delivery is 09/27/2012 or as soon thereafter as possible. It is agreed that neither the Seller nor the Manufacturer/Distributor is liable for failure to effect delivery.

Buyer offers to purchase from Seller under the terms and conditions specified the following described motor vehicle: TD AUTO FINANCE LLC

DESCRIPTION OF SALE UNIT:

- [X] New
- [ ] Demo
- [ ] Executive/Official
- [ ] Used
- [ ] Certified Used (CPO)

Make: FORD Color: STERLING GRA
Model: ESCAPE Stock No.: F43566
Cyl.: 4DTA Uplifitment:
Body Style: LL License No.:
Odometer Reading: 23
Year: 2013 VIN: 1FMCU0J930U[redacted] Key No.:

USED CAR TRADE-IN:

Year: 08 Make: FORD Model: EDGE
Cylinders: Body Style: LL License No.: 42785
VIN: 2FMDK39C988[redacted]
Lienholder: FORD MOTOR CREDIT
Lienholder Address:
Payoff Amount: 26915.55 Date:
Child support Lien: [ ] Yes [ ] No Amount: $
Payable to:
Restitution Lien: [ ] Yes [ ] No Amount: $
Payable to:

Trade-In Allowance: $ 20500.00 Title:
Balance Owed on Trade-In: $ 26915.55
Net Allowance on Trade-In: $ -6415.55
Odometer Reading: 42785

Reconditioned: [ ] Yes [ ] No
Flood Damaged: [ ] Yes [ ] No
Rebuilt Salvage: [ ] Yes [ ] No
Nonrepairable: [ ] Yes [ ] No

PRICE OF UNIT	$ 34280.00
VSC	$ 2548.00
	$ N/A
	$ N/A
Sub-Total	$ 36828.00
	$ N/A
Rebate	$ 1000.00
Trade-In	$ 20500.00
Sub-Total	$ 15328.00
Dealer's Inventory Tax	$ 71.65
State Motor Vehicle Sales Tax	$ 798.75
Other Taxes	$ N/A
Government License and/or Registration Fee	$ 67.75
Government Certificate of Title Fee	$ 33.00
Government Vehicle Inspection Fee	$ 23.75
Government Emission Inspection Fee	$ N/A
Deputy Service Fee Paid to Dealer	$ 5.00
*Documentary Fee (see below)	$ 149.00
Sub-Total	$ 16476.90
Less Cash With Order	$ 1040.00
Add Balance Owed on Trade-In	$ 26915.55
Unpaid Balance	$ 42352.45

*** A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.**
UN CARGO DOCUMENTAL NO ES UN CARGO OFICAL. LA LEY NO EXIGU QUE SE IMPONGA UN CARGO DOCUMENTAL PERO ESTE PONDRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EN RELACION CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

DISCLAIMER OF WARRANTIES

The above-described vehicle sold by Seller is sold as is, without either express or implied warranties of any kind by Seller, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a written warranty by, or service contract with Seller covering the described vehicle is delivered to Buyer in conjunction with or within 90 days following the time of the sale, but such vehicle or any of its component parts may be subject to warranty by the manufacturer thereof.

****The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.**

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. *La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier provisión que contradiga lo contenido y que aparezca en el contrato de venta.*

If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit on terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit.

Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly.

If the Buyer's used car trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in.

Buyer agrees to deliver the original bill of sale and the title to any trade-in along with the delivery of the trade-in and further agrees to execute any and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrepairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed.

Seller makes no representation concerning the accuracy of the sale price and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.

It is expressly agreed to and understood by Buyer and Seller that in the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle.

Buyer agrees to all the above listed charges.

Seller's Signature: Buyer's Signature:

CUSTOMER #: F43566

678770

INVOICE

Sames
Texas Oldest Dealership
LINCOLN
4721 AYERS P.O. BOX 7709
CORPUS CHRISTI, TEXAS 78415
(361) 851-7500
www.samescorpus.com

[redacted]

CORPUS CHRISTI, TX [redacted]
HOME [redacted] CONT:N/A
BUS: CELL:

PAGE 1

SERVICE ADVISOR: 7720 KERRY J MCNAIR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STERLING G	13	FORD ESCAPE	1FMCU0J93DU[redacted]		5200/5210	T7212

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
27SEP12	DD10SEP12		08:00 12APR13		0.00	CASH	04APR13

P.O. OPENED	READY	OPTIONS: STK:F43566 DLR:52K067
		ENG:999 2.0L I4 GTDI ECOBOOST ENGINE
07:34 29MAR13	14:59 04APR13	TRN:446 6-SPEED SELECTSHIFT AUTO TRANS A (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES CHECK ENGINE LIGHT/VEHICLE HESITATING UNDER
ACCELERATION
CAUSE:
39 MISCELLANEOUS
1370 WP (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00137
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

5210 VERIFY CONCERN FOUND [illegible] SOR
CAUSING CONCERN . REMOVED [illegible] ODES
REDROVE VEHICLE ALL SY[illegible]

B MULTIPOINT INSPECTION
CAUSE: SEE ATTACHED MULTIPOINT INSPECTION SHEET
99P MULTIPOINT INSPECTION
1370 ISP (N/C)
GBATT BATTERY CONDITION IS GOOD AT THIS TIME
1370 ISP (N/C)
GBK BRAKE LINNINGS ARE [illegible] THIS TIME
1370 ISP (N/C)
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME
1370 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

****

SUBL WARRANTY RENTAL
WA (N/C)
FC: 1

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

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

NOTICE PURSUANT TO PROPERTY CODE §70.001

I am the person or an agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to the repair contract. I understand that this vehicle is subject to repossession in accordance with §9.609, Texas Business and Commerce code, if a written order for payment for repair on the vehicle is stopped, dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the account on which it is drawn has been closed.

Signature of Person Responsible or Agent of Person Responsible

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: F43566

678770

INVOICE

PAGE 2

Sames
Texas Oldest Dealership
LINCOLN
4721 AYERS P.O. BOX 7709
CORPUS CHRISTI, TEXAS 78416
(361) 851-7600
www.samescorpus.com

[redacted]

CORPUS CHRISTI, TX [redacted]
HOME: [redacted] CONT: N/A
BUS: CELL:

SERVICE ADVISOR: 7720 KERRY J MCNAIR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STERLING G	13	FORD ESCAPE	1FMCU0J93DU[redacted]		5200/5210	T7212

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
27SEP12 DU	10SEP12		08:00 12APR13		0.00	CASH	04APR13

R.O. OPENED	READY	OPTIONS: STK:F43566 DLR:52K067
07:34 29MAR13	14:59 04APR13	ENG:999 2.0L I4 GTDI ECOBOOST ENGINE TRN:446 6-SPEED SELECTSHIFT AUTO TRANS A (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

THANK YOU FOR ALLOWING US TO SERVICE YOUR VEHICLE. WE AT SAMES FORD LINCOLN APPRECIATE YOUR PATRONAGE !!! IF FOR ANY REASON YOU WERE NOT "COMPLETLY SATISFIED" PLEASE CALL ME 361-533-3416 NANCY
SERVICE DIRECTOR

Sames
Texas Oldest Dealership
LINCOLN

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

DEALER, TERMINAL MANAGER OR AUTHORIZED PERSON

NOTICE PURSUANT TO PROPERTY CODE §70.001

I am the person or an agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to the repair contract. I understand that this vehicle is subject to repossession in accordance with §9.609, Texas Business and Commerce code. If a written order for payment for repair on the vehicle is stopped, dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the account on which it is drawn has been closed.

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CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: F43566

678770

ACCOUNTING

DUPLICATE 2
PAGE 1
** PRE-INVOICE **

Sames
Texas' Oldest Dealership
LINCOLN
4721 AYERS P.O. BOX 7709
CORPUS CHRISTI, TEXAS 78415
(361) 991-7800
www.samescorpus.com

[redacted]
CORPUS CHRISTI, TX[redacted]
HOME: [redacted] CONT:N/A
BUS: CELL:
SERVICE ADVISOR: 7720 KERRY J MCNAIR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILES IN/OUT	TAG
STERLING G 13		FORD ESCAPE	1FMCU0J93DU[redacted]		5200/5210	T7270

OR DATE	PROM DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	DEL DATE
27SEP12	DT10SEP12		08:00 30APR13		0.00	CASH	20APR13

RO OPENED	READY	
07:34 29MAR13	09:45 20APR13	

OPTIONS: STK:F43566 DLR:52K067
ENG:999 2.0L I4 GTDI ECOBOOST ENGINE
TRN:446 6-SPEED SELECTSHIFT AUTO TRANS A (More...)

LINE	OPCODE	TECH	TYPE	A/HRS	E/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A CUSTOMER STATES CHECK ENGINE LIGHT/VEHICLE HESITATING UNDER ACCELERATION											
CAUSE:											
39 MISCELLANEOUS											
				0.00	0.00	0	0				0.00
VERSION 1 (EMP# 1370,03APR13 16:16): 5210 VERIFY CONCERN FOUND A BUG TRAPPED IN MASS AIR FLOW SENSOR CAUSING CONCERN. REMOVED BUG OFF SENSOR AND CLEARED ALL CODES REDROVE VEHICLE ALL SYSTEM PASSES AFTER REPAIR											
VERSION 2 (EMP# 1370,1[redacted] 15:48): 5210 VERIFY CONCERN FOUND BAD CONNECTION AT MAF SENS[redacted] VEHICLE CHECK FOR NORMAL [redacted] REPAIR											
B MULTI POINT INSPECTION											
CAUSE: SEE ATTACHED MU[redacted]											
99F MULTIPOINT INSPECTION											
	1370	ISP	0.00	0.00	0	0				0.00	0.00
CHECK BATTERY CONDITION [redacted]											
	1370	ISP	[redacted]	0.00						0.00	0.00
CHK BRAKE LINNINGS ARE OK AT THIS TIME											
	1370	ISP	0.00	0.00	0	0				0.00	0.00
CHECK TIRE TREAD AND [redacted] T THIS TIME											
	1370	ISP	0.00	[redacted]	0	0				0.00	0.00
09* RENTAL											
CAUSE: .											
39 MISCELLANEOUS											
	1370	ISP	0.00	0.00	0	0				0.00	0.00
MISC TRANSPORTATION ASSISTANCE PROGRAM											
		ISP			21000	21000				210.00	210.00

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES CHECKED 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 THE CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR CAUSE. 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: DATE:
SERVICE MANAGER, MANAGER OR AUTHORIZED PERSON

NOTICE PURSUANT TO PROPERTY CODE §70.001

I am the person or an agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to this repair contract. I understand that the vehicle is subject to repossession in accordance with §9.609, Texas Business and Commerce code, if a written order for payment for repair on the vehicle is stopped, dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the account on which it is drawn has been closed.

STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE

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

OFFICE COPY

CUSTOMER #: F43566

678272

INVOICE

[redacted]

CORPUS CHRISTI, TX [redacted]

HOME: [redacted] CONT:N/A

BUS: CELL:

PAGE 1

Sames
Texas' Oldest Dealership
LINCOLN
4721 AYERS P.O. BOX 7709
CORPUS CHRISTI, TEXAS 78415
(361) 851-7800
www.samescorpus.com

SERVICE ADVISOR: 7720 KERRY J MCNAIR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STERLING G	13	FORD ESCAPE	1FMCU0J93D[redacted]		5158/5165	T7161

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27SEP12 DD	10SEP12		08:00 04APR13		0.00	CASH	27MAR13

R.O. OPENED	READY	OPTIONS:
08:31 21MAR13	08:36 27MAR13	STK:F43566 DLR:52K067 ENG:999_2.0L_I4_GTDI_ECOBOOST_ENGINE TRN:446_6-SPEED_SELECTSHIFT_AUTO_TRANS_A (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES CHECK ENGINE LIGHT IS ON

CAUSE:

39 MISCELLANEOUS
1370 WF (N/C)
1 AG9Z*9F479*A SENSOR ASY (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00137

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

5165 CC 42 CP 9F479 VER[illegible]D ECC
TEST KOEC(P0106) RAN [illegible]ERN
PERFORMED PINPOINT TES[illegible] P0106 .
DM2-YES DM9-NO REPLACED MAP SENSOR AS PER PINPOINT TEST REPERFORMED
KOEO AND KOER TEST ALL PASSES , CLEARED CODES REST RAM

****

B 12A04 SYNC WITH MYFORD/LINCOLN TOUCH - APPLICATION PERFORMANCE UPGRADE

CAUSE:

39 MISCELLANEOUS
1370 WF (N/C)
1 DM5Z*19H449*AA CARD - MEMORY (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00137

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

5165 12A04B 0.30 PERFORMED RECALL 12A04 REPROGRAM SYNC AND INSTALLED NEW NAV CARD

****

C MULTIPOINT INSPECTION

CAUSE: SEE ATTACHED MULTIPOINT INSPECTION SHEET.

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

NOTICE PURSUANT TO PROPERTY CODE §76.001

I am the person or an agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to the repair outlined. I understand that this vehicle is subject to repossession in accordance with §9.609, Texas Business and Commerce code, if a written order for payment for repair on the vehicle is stopped, dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the account on which it is drawn has been closed.

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CUSTOMER SIGNATURE

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

CUSTOMER COPY

1800 241 3673
Cust. SVC.

CUSTOMER #: F43566 680605

INVOICE

Sames
Texas Oldest Dealership
LINCOLN
4721 AYERS P.O. BOX 7709
CORPUS CHRISTI, TEXAS 78418
(361) 851-7600
www.samescorpus.com

[redacted]

CORPUS CHRISTI, TX [redacted] PAGE 1
HOME: [redacted] CONT: N/A
BUS: CELL: SERVICE ADVISOR: 7204 JUSTIN BONDURANT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STERLING G	13	FORD ESCAPE	1FMCU0J93DU[redacted]		5555/5605	T7336

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
27SEP12	DD10SEP12		15:18 04MAY13		0.00	CASH	03MAY13

R.O. OPENED	READY	OPTIONS: STK:F43566 DLR:52K067
08:25 29APR13	13:16 03MAY13	ENG:999_2.0L_I4_GTDI_ECOBOOST_ENGINE TRN:446_6-SPEED_SELECTSHIFT_AUTO_TRANS_A (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S SERVICE ENGINE NOW MESSAGE COMING ON
39 MISCELLANEOUS
1370 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

5555 NO DTCS INSYSTEM COULD NOT VERIFY CUSTOMER CONCERN NO MESSAGE
COMING N DISPLAY TEST DROVE 50 MILES NO PROBLEMS FOUND
****

B TAP CLAIM
TAP TAP CLAIM
1370 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
****

C MULTIPOINT INSPECTION
CAUSE: SEE ATTACHED MULTIPOINT INSPECTION SHEET.
99P MULTIPOINT INSPECTION
1370 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
****

SUBL WARRANTY RENTAL
WA (N/C)
FC: 1

THANK YOU FOR ALLOWING US TO SERVICE YOUR VEHICLE. WE AT SAMES FORD APPRECIATE YOUR PATRONAGE!! IF FOR ANY REASON YOU WERE NOT "COMPLETELY SATISFIED" PLEASE CALL ME DIRECT
361-215-3203 KELLY BELL
SERVICE DIRECTOR

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

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

NOTICE PURSUANT TO PROPERTY CODE 670.001

I am the person or an agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to the repair contract. I understand that this vehicle is subject to repossession in accordance with 19.809, Texas Business and Commerce code, if a written order for payment for repair on this vehicle is stopped, dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the account on which it is drawn has been closed.

Signature of Person Responsible or Agent for Person Responsible

STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE

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

CUSTOMER COPY

Sames
Texas' Oldest Dealership
LINCOLN
4721 AYERS P.O. BOX 7709
CORPUS CHRISTI, TEXAS 78415
(361) 851-7600
www.samescorpus.com

CUSTOMER #: F43566

680605

INVOICE

DUPLICATE 1
PAGE 1

[redacted]
CORPUS CHRISTI, TX[redacted]
HOME: [redacted] CONT: N/A
BUS: CELL:

SERVICE ADVISOR: 7204 JUSTIN BONDURANT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
STERLING G	13	FORD ESCAPE	1FMCU0J93DU[redacted]		5555/5605	T7372

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
27SEP12 DL	10SEP12		15:18 08MAY13		0.00	CASH	14MAY13

F.O. OPENED	READY	OPTIONS: STK:F43566 DLR:52K067
08:25 29APR13	16:32 14MAY13	ENG:999_2.0L_I4_GTDI_ECOBOOST_ENGINE TRN:446 6-SPEED SELECTSHIFT AUTO TRANS A (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CTS SERVICE ENGINE NOW MESSAGE COMING ON
CAUSE:
39 MISCELLANEOUS
1370 WF (N/C)
1 AU2Z*14S411*JA WIRE ASY (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00101
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

5555 NO DTCS INSYSTEM C[illegible] MESSAGE
COMING N DISPLAY TEST [illegible]
****

B TAP CLAIM
TAP TAP CLAIM
1370 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

****

C MULTIPOINT INSPECTION
CAUSE: SEE ATTACHED MULTIPOINT INSPECTION SHEET.
99P MULTIPOINT INSPECTION
1370 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

SUBL WARRANTY RENTAL
WA (N/C)
FC: 1

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SIGNED DATED
DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

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CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: F43566

680605

INVOICE

DUPLICATE 1
PAGE 2

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Texas' Oldest Dealership
LINCOLN
4721 AYERS P.O. BOX 7709
CORPUS CHRISTI, TEXAS 78415
(361) 851-7600
www.samescorpus.com

[redacted]
CORPUS CHRISTI, TX [redacted]
HOME: [redacted] CONT: N/A
BUS: CELL:

SERVICE ADVISOR: 7204 JUSTIN BONDURANT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STERLING G	13	FORD ESCAPE	1FMCU0J93DU[redacted]		5555/5605	T7372

DEL DATE	PROD DATE	WARR EXP	PROMISED	FDNO	RATE	PAYMENT	INV DATE
27SEP12 DD	10SEP12		15:18 08MAY13		0.00	CASH	14MAY13

S.O. OPENED	READY	OPTIONS: STK:F43566 DLR:82K067
08:25 29APR13	16:32 14MAY13	ENG:999_2.0L_I4_GTDI_ECOBOOST_ENGINE TRN:446_6-SPEED_SELECTSHIFT_AUTO_TRANS_A (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

THANK YOU FOR ALLOWING US TO SERVICE YOUR VEHICLE. WE AT SAMES FORD APPRECIATE YOUR PATRONAGE!! IF FOR ANY REASON YOU WERE NOT "COMPLETELY SATISFIED" PLEASE CALL ME DIRECT 361-218-3203 KELLY BELL
SERVICE DIRECTOR

SINCE 1910
Sames
Texas' Oldest Dealership
Ford LINCOLN

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

(SIGNED) (DATE)
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Signature of Person Responsible or Agent for Person Responsible

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

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

CUSTOMER COPY

Krohn & Moss, Ltd.

Main Office
10 N. Dearborn St, 3rd Floor
Chicago, IL 60602
www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 Ext. 284
Writer's Direct Facsimile
(866)-289-0898
Writer's Direct E-Mail
aross@consumerlawcenter.com
www.krohnandmoss.com

Licensed to practice only in:
Texas

May 8, 2013

SENT VIA CERTIFIED MAIL

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

RE: [redacted] v. Ford Motor Company
Vehicle: 2013 Ford Escape
VIN: 1FMCU0J93DU[redacted]

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

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

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

There is a defect and non-conformity present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. The defect and non-conformity includes, but is not limited to:

1. Defective engine as evidence by the intermittent illumination of the check engine light and hesitation on acceleration; and

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

The defect and non-conformity listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Should you elect to make a final attempt to repair the defect, please contact

me directly within the next seven days. Because of the defect and non-conformity, my client has justifiably lost confidence in the vehicle. As one court has stated:

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

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

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

My client's repair history clearly shows there was a breach of both written and implied warranties:

> based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

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

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of

our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

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

Sincerely,

Andrew Ross
Attorney at Law

AR/rd
cc: [redacted]

BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Texas

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

AGE/MILEAGE REQUIREMENTS

Claims seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

ELIGIBLE VEHICLES

Claims may be filed for Ford, Lincoln, and Mercury cars and light trucks that are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;

PE13-003.4 000550LC

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

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

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

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

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

REPAIRS/REIMBURSEMENT FOR REPAIRS

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

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

REPURCHASE/REPLACEMENT

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

- The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and

- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and

- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

PE13-003.4 000551LC

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

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

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

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

- **Replacement of a vehicle purchased or leased new** – The customer will select a new vehicle from dealer inventory that is from the same model year as, and substantially identical to, the vehicle being replaced (not including any modifications or additions after the vehicle's purchase or lease). Ford will reimburse the customer for reasonable towing, rental, and other incidental costs directly incurred because of the claimed defect.

  If the customer selects a vehicle that has different equipment options, the customer will incur the cost of upgraded equipment.

  If a replacement vehicle of the same vehicle model or from the same model year as the current vehicle is not available, the customer may select a different model or model year vehicle but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the vehicle being replaced and the M.S.R.P. of the new replacement vehicle.

  If the vehicle being replaced is covered by a Ford Extended Service Plan that the customer purchased, Ford will provide the customer with the most nearly equivalent Ford Extended Service Plan available for the replacement vehicle at no cost to the customer. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

PE13-003.4 000552LC

Important: Replacement is not an available remedy if the current vehicle was purchased used.

Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator awards a **replacement**, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100{,}000} \times \text{purchase price}$$

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

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100{,}000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  (1) maintenance and wear items not covered by the Warranty;
  (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford Motor Co.
- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

GCQIS Report Analysis

Report Summary

Report 1 of 3

Query Name: REPORT RETRIEVAL

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

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	CJDBT008 NHL			**Received:**	10/04/2012
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2013,ESCAPE 4X2 (2013 -) ,TITAN ,4X2 ,MPV ,1FMCU0J93DU[redacted]			**Build Date:**	09/16/2012
Odometer :	159 M	**Engine:**	2.0L GTDI	**Calibration:**	DM21A20A
Transmission:	6SP 6F MID	**Axle:**	3.07 RATIO	**A/C:**	YES
Dealer:	USA 05653 Sames Ford			**Phone#:**	(361) 851-7600
City:	Corpus Christi	**State:**	Texas	**Country :**	USA

Originator: ADRIAN GARZA

Symptom: 2 27 4 38 AID/INFO,WNG IND/MESS/C,AIRBAG,INOPERATIVE

Status:

VFG: V17 ELECTRICAL ASSESSORIES

Additional Symptom: VHR RESTRAINTS+ DRIVER ASSISTA

Fix: **Causal Component :**

Condition Code:

Hotliner: DGREE247 **Phone:** 313 322-1291 **Regn Cd:** C2 Houston

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

Dlr Contact: ADRIAN GARZA **Phone:** 000 000-0000 **Title Cde:** OT

KOEO:
KOEC:
KOER:

Comments:

REPAIR 10/04/2012 01:44PM DAVID GREEN MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:CUSTOMER STATES GOT HEALTH REPORT ABOUT RESTRAINTS AND DRIVER ASSISTANCE SERVICE REQUIRED DIAGNOSTICS: PERFORMED ECC TEST ON ALL MODULES NO CODES SET ALL SYSTEM PASSES NO HISTORY CODES PRESENT IN ANY MODULE AND CHECK EVERY MODULE INSTALLED ON VEHICLE SPOKE WITH CUSTOMER AND CUSTOMER SAID HE DIDNT SEE ANY LIGHTS COME ON OR ANYTHING BUT GOT EMAILED TO CHECK VEHICLE HEALTH REPORT .. SO HE BROUGHT VEHICLE IN PARTS REPLACED:NONE TECH QUESTION:CHECKING FOR ANY KNOWN CONCERNS OR IS THERE AN UPDATE THAT NEEDS TO BE DONE ?

RECOMM **10/04/2012 01:44PM DAVID GREEN MSS - FCSD - TECH SVC HOTLINE**
ADRIAN, WE HAVE A FEW ISOLATED REPORTS OF THIS CONCERN. TYPICALLY IT IS RELATED TO THE LANE DEPARTURE WARNING SYSTEM. THIS VEHICLE IS NOT EQUIPPED WITH THIS SYSTEM SO THIS IS A FALSE MESSAGE. THIS CONCERN IS CURRENTLY UNDER INVESTIGATION BY ENGINEERING. AT THIS TIME IF THERE ARE NO DTCS AND THIS IS THE ONLY CONCERN PLEASE EXPLAIN TO THE CUSTOMER THAT THIS IS A FALSE MESSAGE AND THERE ARE NO CONCERNS WITH THE VEHICLE AT THIS TIME.

ADD-ON **10/08/2012 01:07PM BRADLEY KREIN(CCE) MSS - FCSD - VSP C/P SVC ENG**
CONTACTED DEALER AND REQUESTED A VHR REPORT BE RUN AGAIN. SERVER CHANGES HAVE BEEN MADE TO PREVENT A LANE KEEPING AID FAULT. DEALER WILL CONTACT BRAD KREIN AT 313-322-7060 TO CONFIRM IF VHR IS NOW SUCCESSFUL WITH NO FAULTS.

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GCQIS Report Analysis

Report Summary

Report 2 of 3

Query Name: REPORT RETRIEVAL

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

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Report Detail Section : View Details Attachments: 0

Report# :	DD3AG011 NHL			**Received:**	04/29/2013
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2013,ESCAPE 4X2 (2013 -) ,TITAN ,4X2 ,MPV ,1FMCU0J93DU[redacted]			**Build Date:**	09/16/2012
Odometer :	5,555 M	**Engine:**	2.0L GTDI	**Calibration:**	DM21A20A
Transmission:	6SP 6F MID	**Axle:**	3.07 RATIO	**A/C:**	YES
Dealer:	USA 05653 Sames Ford			**Phone#:**	(361) 851-7600
City:	Corpus Christi	**State:**	Texas	**Country :**	USA

Originator: ADRIAN GARZA

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

Status:

VFG: V29 CHECK ENGINE LIGHT

Additional Symptom: CHECK ENGINE MESSAGE

Fix: **Causal Component :**

Condition Code:

Hotliner: NBEAMER1 **Phone:** 313 317-4303 **Regn Cd:** C2 Houston

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

Dlr Contact: **Phone:** **Title Cde:** T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 04/29/2013 10:22AM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE WEB FORM DATA - CONCERN: CUSTOMER STATES SERVICE ENGINE NOW MESSAGE COMING OUT ON DISPLAY DIAGNOSTICS: PERFORMED ECC TEST NO CODES PARTS REPLACED: NONE TECH QUESTION: I HAVE BEEN CHASING A MAP SENSOR ISSUE WITH THIS VEHICLE (P0106) VEHICLE COME TO SHOP SEVRAL TIMES FOR CONCERN .. EACH TIME VHEICLE HAS BEEN BACK BEEN SAME CODE BUT HAD A CHECK ENGINE LIGHT ON ..FOUND ON LAST VISIT A LOOSE CONNECTION AT MAP SENSOR . THIS TIME VEHICLE LIGHT IS NOT COMING ON BUT INSTRUMENT CLUSTER READS SERVICE ENGINE NOW ON DISPLAY .. RAN ECC TEST NO CODES PRESENT IN ANY MODULE . CHECKING FOR ANY KNOWN CONCERNS ?

RECOMM 04/29/2013 10:22AM NATHANIEL BEAMER MSS - FCSD - TECH SVC HOTLINE ADRIAN, THE WARNING IN THE MESSAGE CENTER COULD BE INDICATING THAT THE VEHICLE NEEDS AN OIL CHANGE IF IT IS AN OIL SERVICE MESSAGE. IF IT IS A MESSAGE STATING THAT THERE IS A VEHICLE FAULT YOU MAY NEED TO INDIVIDUALLY SELF-TEST EACH MODULE AS OPPOSED TO CHECKING FOR ALL CMDTCS. IT IS IMPORTANT TO UNDERSTAND IF THIS WARNING IS CURRENTLY ON AT ALL TIMES WITH NO VEHICLE SYMPTOMS OR FAULTS, OR IF IT IS INTERMITTENT. IF THE P0106 HAS RETURNED THE MAP SENSOR AND THE TCBP SENSOR SHOULD BE INSPECTED FOR WATER OR OIL CONTAMINATION. IF THE SENSORS ARE CONTAMINATED THEY SHOULD BE REPLACED.

REPAIR 05/07/2013 01:05PM BRANDON KARBUM MSS - FCSD - TECH SVC HOTLINE QUESTION WHAT IS A TCBP SENSOR CANT FIND ON WORK SHOP MANUAL ????? />

RECOMM 05/07/2013 01:05PM BRANDON KARBUM MSS - FCSD - TECH SVC HOTLINE ADRIAN, THE TCBP/CACT IS THE TURBOCHARGER BOOST PRESSURE/CHARGE AIR COOLER TEMPERATURE SENSOR. THIS SENSOR IS LOCATED ON THE SIDE OF THE

CHARGE AIR COOLER(CAC). THIS SENSOR CAN BE REFERENCED IN WIRING DIAGRAM CELL 24-5. IF A CONCERN IS STILL SUSPECTED WITH THE MAP SENSOR IT IS RECOMMENDED TO USE THE IDS TO VIEW THE MAP_V PID. REFER TO WIRING DIAGRAM CELL 24-4 TO LOCATE SPLICES S108 AND S109. LOCATE WHERE THESE SPLICES ARE ON THE ENGINE HARNESS AND GRAB THE HARNESS AT OR NEAR THESE LOCATIONS. WIGGLE AND TWIST THE HARNESS AND WATCH FOR THE MAP_V PID TO CHANGE. IF ANY CHANGE IS NOTED WHILE MANIPULATING THE HARNESS PLEASE OPEN THE HARNESS AT THE FAULTY SPLICE POINT AND REPAIR AS NECESARRY. IF NO FAULT IS LOCATED IT IS RECOMMENDED TO REPLACE THE MAP SENSOR CONNECTOR PIG TAIL AND RETEST. IF ANY FURTHER ASSISTANCE IS NEEDED PLEASE UPDATE THIS REQUEST.

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Requester: DALBANIC
Report Summary
Server: FCVWS962

Ford Proprietary, Private

14-Aug-2013
Retention: None

GCQIS Report Analysis

Report Summary

Report 3 of 3

Query Name: REPORT RETRIEVAL

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

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	DDOCL016 NHL			**Received:**	04/15/2013
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2013,ESCAPE 4X2 (2013 -) ,TITAN ,4X2 ,MPV ,1FMCU0J93DU[redacted]			**Build Date:**	09/16/2012
Odometer :	5,210 M	**Engine:**	2.0L GTDI	**Calibration:**	DM21A20A
Transmission:	6SP 6F MID	**Axle:**	3.07 RATIO	**A/C:**	YES
Dealer:	USA 05653 Sames Ford			**Phone#:**	(361) 851-7600
City:	Corpus Christi	**State:**	Texas	**Country :**	USA

Originator: ADRIAN GARZA

Symptom: 5 57 2 39 DRV PERF,HESITATES/STUM,ACCEL,INTERMITTENT

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: HESITATES

Fix: **Causal Component :**

Condition Code:

Hotliner: KMART171 **Phone:** 000 317-9381 **Regn Cd:** C2 Houston

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

Dlr Contact: ADRIAN GARZA **Phone:** 000 000-0000 **Title Cde:** OT

KOEO: P0505 P0606 P0106
KOEC:
KOER:
Comments:

REPAIR 04/15/2013 04:46PM KEVIN MARTIN MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER STATES MILL LIGHT ON HESITATESWHILE DRIVING DIAGNOSTICS: PERFORMED ECC TEST KOEC(P0106) KOER P0505 MONITOR MAP PID VOLT 1.0 PARTS REPLACED: REPLACED MAP SENSOR ON PREVIOUS VISIT TECH QUESTION: CHECKING FRO ANY KNOWN CONCERN PIG TAIL LOOKS GOOD PERFOMRED WIGGLW TEST WHILE MONERTING PID . PERFORMED TAP TEST ON SENSOR PID VALUE NEVER CHANGES FROM NORMAL .

RECOMM 04/15/2013 04:46PM KEVIN MARTIN MSS - FCSD - TECH SVC HOTLINE
ADRIAN, WITH THE P0106 RETURNING AFTER SENSOR REPLACEMENT, PLEASE VERIFY THAT MAP AND BARO PIDS ARE WITHIN APPROX. 1PSI OF ONE ANOTHER AT KOEO. IF THEY ARE NOT THEN A SENSOR OR RELATED CIRCUIT CONCERN WOULD BE SUSPECT. IF THE TWO ARE READING AS EXPECTED THEN IT WOULD BE RECOMMENDED TO THOROUGHLY INSPECT FOR ANY LEAKS IN THE INTAKE SYSTEM THAT COULD CONTRIBUTE TO THE P0106 AND P0505 SETTING. THE INTAKE CAN BE SMOKE TESTED AND FOLLOWED WITH APPROX. 15PSI OF REGULATED SHOP AIR TO HELP IDENTIFY ANY CONCERNS IF NECESSARY. IF NO LEAKS ARE FOUND OR THE MAP CIRCUITS ARE SUSPECT DUE TO THE MAP/BARO CORRELATION AT KOEO, RECOMMEND OVERLAYING EACH CIRCUIT PIN-TO-PIN FOR TESTING WHILE RE-EVALUATING FOR THE CONCERN. REFER TO CELL 24-4 OF THE WIRING DIAGRAMS. NOTE THAT A P0606 APPEARS TO HAVE BEEN ENTERED INTO THE FORM, HOWEVER IT IS SUSPECTED TO BE A TYPOGRAPHICAL ERROR. IF THE P0606 IS SETTING HOWEVER, RECOMMEND VERIFYING THAT THE PCM IS AT THE LATEST CALIBRATION AND CHECKING FOR ANY EXCESSIVE RESISTANCE (OVER 5 OHMS) ON THE PCM POWER AND GROUND CIRCUITS DURING A WIGGLE TEST. IF THE P0606 RETURNS AFTER ANY REPAIR OR REPROGRAMMING THEN THE PCM WOULD BE SUSPECT.

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Requester: DALBANIC

Report Summary

Server: FCVWS962

Ford Proprietary, Private

14-Aug-2013

Retention: None

Krohn & Moss, Ltd.

Main Office
10 N. Dearborn St, 3rd Floor
Chicago, IL 60602
www.krohnandmoss.com

Kellie TX

Writer's Direct Number
(312) 578-9428 Ext. 284
Writer's Direct Facsimile
(866)-289-0898
Writer's Direct E-Mail
aross@consumerlawcenter.com
www.krohnandmoss.com

Licensed to practice only in:
Texas

May 8, 2013

SENT VIA CERTIFIED MAIL

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

RE: [redacted] v. Ford Motor Company
Vehicle: 2013 Ford Escape
VIN: 1FMCU0J93DU[redacted]

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

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

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

There is a defect and non-conformity present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. The defect and non-conformity includes, but is not limited to:

1. Defective engine as evidence by the intermittent illumination of the check engine light and hesitation on acceleration; and

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

The defect and non-conformity listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Should you elect to make a final attempt to repair the defect, please contact

me directly within the next seven days. Because of the defect and non-conformity, my client has justifiably lost confidence in the vehicle. As one court has stated:

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

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

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

My client's repair history clearly shows there was a breach of both written and implied warranties:

> based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

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

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

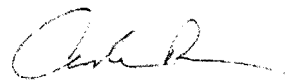
If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of

our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

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

Sincerely,



Andrew Ross
Attorney at Law

AR/rd
cc: [redacted]

BBB AUTO LINE

June 3, 2013

[redacted]

CHICAGO IL [redacted]

Re: FRD1319366 [redacted] vs Ford Motor Corporation 1FMCU0J93DU[redacted]

Dear [redacted]:

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

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

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

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

Sincerely,

Edith Newton at Extension 512

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

DIRECTIONS TO

CORPUS CHRISTI, TEXAS BETTER BUSINESS BUREAU

The Corpus Christi, Texas Better Business Bureau has recently relocated. Please note the new address on the enclosed ***Notice of Hearing***.

If you are unsure of the location of the new office, please call Maria Acosts at

361.852.4954

3.21.00

BBB AUTO LINE

June 3, 2013

[redacted]

CHICAGO IL [redacted]

Re: FRD1319366[redacted] vs Ford Motor Corporation 1FMCU0J93DU[redacted]

Dear [redacted] C/O Andrew Ross:

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

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

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

Sincerely,

Edith Newton at Extension 512

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

MANUFACTURER RESPONSE FORM
Will participate - In Writing ☒ By Phone ☐

Case Number: FRD1319366
Customer Name: [redacted] **State:** Texas
VIN: 1FMCU0J93DU[redacted] **Warranty Start Date:** 9-27-2012
Vehicle year/model: 2013 Escape
Current mileage: 5,772 miles

Purchased: ☒ New ☐ Used (Mileage/Date) ☐ Leased (Terms)
This claim is: ☒ IN BTB Warranty ☐ IN Diesel Warranty ☐ IN Powertrain Warranty
☐ Out of All Warranties
Extended Service Plan: ☒ NO ☐ YES

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

On 5-22-2013, Ford placed an offer with the BBB of:

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

2) Following repairs that are satisfactory to the customer, and the completion of a 30 day test drive, the placement of a 5 year, 100,000 mile Power Train care ESP for the vehicle as goodwill. This plan covers 29 critical components of the vehicle. The ESP would begin at the warranty start date and run for 5 years or 100,000 miles whichever comes first. The ESP carries a standard deductible of $100. Roadside assistance and rental car reimbursement is provided at set amounts.

Please indicate the customer's response below:
☒ The customer rejected the offer on: 5-24-2013
☐ The customer has not indicated a response to the offer.

The Agreement to arbitrate (ATA) lists the following concern(s):

- Engine/Electrical
- Body and Trim

MANUFACTURER'S POSITION:

Ford Motor Company respectfully asks that our customer's request for a repurchase and/or replacement be denied.

According to the [redacted] own Customer Claim Form (CCF), the vehicle does not meet the guidelines for repurchase or replacement under the BBB Auto Line Program Summary, under which the BBB case would be heard.

Listed are three visits for the very broad category of Engine/Electrical and a single visit for Body and Trim. Ford would note that, of these, there is one visit for a check engine light alone, one for the check engine light with a hesitation under acceleration and one for the Service engine now message. In examining the Repair orders, on the first repair 5,156 miles) the Mass Air Flow Sensor or MAF was replaced. On the second visit for the light and a hesitation, a bug was found trapped in the FICM module, causing the concern. The bug was removed and the system checked and returned to our customer. Ford would note that this visit was not charged against Ford as defect and is not listed in the attached Standard Claims Form that tracks such warranty reimbursement requests. On the third visit (5,565 miles) there was no verification of the light and no problem found with the vehicle. Thus, we have one repair for defect, one for an environmental concern (bug) and one where no concern was found with the vehicle.

The visit listed for Body/Trim is listed as being for "TAP Claim" which would actually be for rental, or "Transportation Assistance Program"

Ford would argue that the days out of service include some maintenance work as well as work for non-defect items such as recalls. [redacted] does not list days out of service beyond the RO dates as an issue, leaving them off of the summary sheets and her Customer Claim Form. Ford feels that the days out of service was not a prime consideration for our customer, and not a substantial impairment to the vehicle. **The repair order open /close dates only rarely capture the actual days out of service for a vehicle.** Because the dealerships that sell Ford vehicles are not owned by the manufacturer, they have the right and ability to make business decisions on their own. This freedom extends to their policies regarding when a repair order is opened, often before work is expected to be performed or the vehicle NEEDS to be there, and when they close the repair orders as well. The "close dates" for any given repair order should not be expected to be totally accurate as to when the vehicle work was completed and/or the consumer was notified. There are several reasons why repair orders remain open. It is common practice among some dealerships to close a repair order after Ford has paid the dealer for their warranty claim, not when the vehicle is completed. Furthermore, dealers often utilize a warranty administrator service to process warranty claims. Not every dealership has an "in house" dedicated warranty clerk. The warranty administrator may collect warranty claims from the dealer and processes these claims at the end of each month. In some cases, the warranty clerk only bills Ford and closes the repair order once or twice a month. Some warranty clerks have other obligations, while some dealerships hire independent clerks to provide that service which is often bi-monthly. Also, some procedures require that several members of the dealership sign off on the actual order, before it can be closed. This can take time while the order makes its way through that process. Besides differing dealership practices, not all consumers make appointments, dropping off the vehicle so that work can be performed "when possible." The repair order may be opened when the vehicle is taken into the dealer, for insurance purposes, when there is no expectation of work being performed.

Many customers fail to return in a timely manner after the repair has been completed, with the repair order being kept open, again for insurance purposes. Ford would note that, according to the attached Standard Claims List, that tracks warrantable concerns, there is a total of one hour of total labor time for the vehicle at this point. ford does not feel that the dealership In/Out days accurately reflect days out of service and does not feel that the vehicle has been out of service for repairs to defect for over 30 days.

The issues do not consist of unusual or substantial issues being considered within the spectrum of "normal" warranty concerns. I think that most of us can empathize with having to have repairs accomplished under the New Vehicle Limited Warranty (NVLW). There is little in our lives (aside from family and computers) that can affect how we feel about our lives like having vehicle issues. The NVLW exists, however, because it has to be accepted that any mechanical entity can develop unforeseen issues, regardless of how high the production values or the amount of quality control that is put in place. Ford, like other manufacturers, doesn't have a guarantee that promises a full refund if there are issues, we have the NVLW, promising to repair the defect or non-conformity. Ford feels that, as the manufacturer, Ford has lived up to the letter and intent of the New Vehicle Limited Warranty, addressing each concern as it was presented, in good faith, and resolving the concern. The vehicle is considered to be operating as designed at this time.

Ford would note that our customer is carrying a substantial amount of negative equity on the vehicle loan and that there was a rebate on the vehicle. Many customers mistakenly feel that the negative equity will be absorbed if a repurchase is allotted, and may not realize that the rebate is not refunded by the process. In Ford's experience, our customer would be responsible for the negative equity and rebate, as well as the mileage fee for usage, which may be considerable, should a repurchase be awarded. Ford is not only concerned about repurchasing a vehicle that we feel does not meet the requirements, but that the outcome requested by our valued customer may, ultimately not be the best outcome for them.

DOCUMENTATION PROVIDED

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

List amount of any over allowance /negative equity: $1,000 Rebate + $6,415.55 Negative Equity

To: Edith Newton
BBB AUTO LINE
Fax: 703-247-9700

Completed by: Bob Gray
Fax: 866-433-7972

Date: 05-24-2013

Server: **AWS Prod**
Claims loaded through: **17-MAY-2013**

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 20-MAY-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
1FMCU0J93DU[redacted]	M1	T/M2	F	T/WE	T/C6	T/A	AN	T/W6	T/TP	16-SEP-2012	27-SEP-2012	152067	USA	6	2G02	AG9Z	9F479	A	F04	S11	Y29	E29	42

CEL

AWS Claim Key: 1340795 **Doc #:** 678272A **Trx Code:** S07 **Labor Hrs:** .7 **Labor Cost:** 62.11 **Material Cost:** 18.75 **Total Cost:** 80.86

Dlr Cd-Sub Cd: 05653-* **Name:** SAMES FORD **Ph:** 361-8517600 **St:** TX **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 21-MAR-2013 **DIST(Mile):** 5158

MAP SENSOR

Cust Comments: CUSTOMER STATES CHECK ENGINE LIGHT IS O N

Tech Comments: VERIFY CONCERN OF MILL LIGHT ON PERFORMED ECC TEST KOEC(P0106) RAN OASIS FOUND NO SSM OR TSB THAT FIT CONCERN PERFORMED PINPOINT TEST DM. DM1 ANY OTHER CODES PRESENT ONLY P0106 . DM2-YES DM9-NO REPLACED MAP SENSOR AS PER PINPOINT TEST REPERFORMED KOEO AND KOER TEST ALL PASSES . CLEARED CODES REST KAM .

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
1FMCU0J93DU[redacted]	M1	T/M2	F	T/WE	T/C6	T/A	AN	T/W6	T/TP	16-SEP-2012	27-SEP-2012	152067	USA	6	*	*	*	*	F09	SXX	Y00	*	*

Vol. UPGRADE

AWS Claim Key: 1340794 **Doc #:** 678272B **Trx Code:** 12A04 **Labor Hrs:** .3 **Labor Cost:** 26.62 **Material Cost:** 103.39 **Total Cost:** 130.01

Dlr Cd-Sub Cd: 05653-* **Name:** SAMES FORD **Ph:** 361-8517600 **St:** TX **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 21-MAR-2013 **DIST(Mile):** 5158

Cust Comments: 12A04 SYNC WITH MYFORD/MYLINCOLN TOUCH -APPLICATION PERFORMANCE UPGRADE

Tech Comments: PERFORMED RECALL 12A04 REPROGRAM SYNC AND INSTALLED NEW NAV CARD

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
1FMCU0J93DU[redacted]	M1	T/M2	F	T/WE	T/C6	T/A	AN	T/W6	T/TP	16-SEP-2012	27-SEP-2012	152067	USA	8	*	*	*	*	F09	SXX	Y00	*	*

X

AWS Claim Key: 1637920 **Doc #:** 07104002 **Trx Code:** 12Y03 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 81.72 **Total Cost:** 81.72

Dlr Cd-Sub Cd: 67803-* **Name:** FORD COMPONENT SALES, LLC **Ph:** *-* **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 04-MAY-2013 **DIST(Mile):** 1

[redacted]

5/20/2013

From: TA.10.100.0.2:57397,3214351123 Page: 5/6 Date: 5/31/2013 3:29:32 PM
2013-May-31 03:27 PM Ford Motor Company 866-567-65 9 5/6

Cust Comments:

Tech Comments: Dealer RO# Consumer SD Card 1878# Consumer

Any comments? You can contact

webmaster

2013-May-31 03:27 PM Ford Motor Company 800-367-05 9 From: TA:10.100.0.2:57397,3214351123 Page: 6/6 Date: 5/31/2013 3:29:32 PM 6/6

[redacted] 5/20/2013

Krohn & Moss, Ltd.
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10 N. Dearborn St, 3rd Floor
Chicago, IL 60602
www.krohnandmoss.com

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Writer's Direct Facsimile
(866)-289-0898
Writer's Direct E-Mail
aross@consumerlawcenter.com
www.krohnandmoss.com

Licensed to practice only in:
Texas

May 29, 2013

Edith Newton
Council of Better Business Bureau, Inc.
3033 Wilson Boulevard, Suite 600
Arlington, VA 22201

Sent via Fax: (703) 247 9700

RE: FRD 1319366[redacted] v. Ford Motor Company 1FMCU0J93DU[redacted]

Dear Ms. Newton,

To memorialize our conversation today, my clients have not accepted the decision rendered by the BBB. Further, the cover letter dated May 22, 2013 that accompanied the BBB decision was incorrect in stating that my clients or their attorneys accepted the BBB decision. If you have any questions or if this is not your understanding, please feel free to contact me.

Sincerely,

Andrew Ross
Attorney at Law

AR/

Due to system issues I'm having...this is being sent again...Bob, please see below and advise (the reason I'm asking is because you have a [redacted] and a [redacted] case).

Ford Motor Company ®
Terrie Stone | Regulatory Compliance Specialist | Dispute Resolution Program
tstone26@ford.com | www.ford.com
office: 321-435-1207
fax: 866-414-9069

From: Stone, Terrie (T.)
Sent: Thursday, May 23, 2013 10:16 AM
To: Gray, Robert (R.); enewton@council.bbb.org; fax=17032479700@fordfax.com
Subject: RE: Settlement Offer [redacted] FRD1319366 / CAS-2594540-N8F9W1

Bob – in the subject line you indicate the consumer is [redacted]; however, the case number you have provided is for a consumer by the name of [redacted]...which case is this offer for?

Ford Motor Company ®
Terrie Stone | Regulatory Compliance Specialist | Dispute Resolution Program
tstone26@ford.com | www.ford.com
office: 321-435-1207
fax: 866-414-9069

From: Gray, Robert (R.)
Sent: Wednesday, May 22, 2013 2:49 PM
To: enewton@council.bbb.org; Stone, Terrie (T.); fax=17032479700@fordfax.com
Cc: Gray, Robert (R.)
Subject: Settlement Offer [redacted] FRD1319366 / CAS-2594540-N8F9W1
Importance: High

Edith,

Attached is Ford's offer for [redacted]. I have sent it to the BBB main Fax as well.

Ford Motor Company ®
Robert Gray | Dispute Resolution Specialist | Dispute Resolution Program
rgray72@ford.com | www.ford.com
office: 866-567-6518 x77244
fax: 866-433-7972

Case Number FRD1319366 / CAS-2594540-N8F9W1
VIN 1FMCU0J93DU[redacted]

Name [redacted]
City-State-Zip Chicago, IL [redacted]
Phone # [redacted]
Specialist Edith Newton
[redacted]

Ford DRS Bob Gray

Edith,

For clarification, the offer below was meant to be for [redacted] FRD1319366 / CAS-2594540-N8F9W1

-NOT-

[redacted] FRD1316234.

I am sorry for spreading any of my confusion!

Ford Motor Company ®
Robert Gray | Dispute Resolution Specialist | Dispute Resolution Program
rgray72@ford.com | www.ford.com
office: 866-567-6518 x77244
fax: 866-433-7972

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To: enewton@council.bbb.org; Stone, Terrie (T.); fax=17032479700@fordfax.com
Cc: Gray, Robert (R.)
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Importance: High

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Ford Motor Company ®
Robert Gray | Dispute Resolution Specialist | Dispute Resolution Program
rgray72@ford.com | www.ford.com
office: 866-567-6518 x77244
fax: 866-433-7972

Case Number FRD1319366 / CAS-2594540-N8F9W1
VIN 1FMCU0J93DU[redacted]
Name [redacted]
City-State-Zip Chicago, IL [redacted]
Phone # [redacted]
Specialist Edith Newton

[redacted]

Ford DRS Bob Gray

Manufacturer Settlement Offer
BBB Fax# 1 703 247 9700

05-22-2013

FRD1319366 / 1FMCU0J93DU[redacted]
[redacted]
BBB Specialist Edith Newton
Ford DRS Bob Gray

According to the Customer Claim Form, the vehicle does not meet the guidelines for repurchase or replacement under the BBB Auto Line Program Summary, under which the BBB case would be heard.

Ford greatly appreciates the loyalty to the manufacturer that is shown in [redacted] utilizing the BBB to resolve the issues with the vehicle rather than taking his transportation needs elsewhere, as Ford knows is always an option. We would like to resolve the issues as quickly as possible so that we might continue the positive relationship that has developed between Ford and our valued customer.

Ford Motor Company (FMC) would like to offer the following to resolve his/her case:

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

2) Following repairs that are satisfactory to the customer, and the completion of a 30 day test drive, the placement of a 5 year, 100,000 mile Power Train care ESP for the vehicle as goodwill. This plan covers 29 critical components of the vehicle. The ESP would begin at the warranty start date and run for 5 years or 100,000 miles whichever comes first. The ESP carries a standard deductible of $100. Roadside assistance and rental car reimbursement is provided at set amounts.

Thank you for your consideration.

Ford Motor Company ®
Robert Gray | Dispute Resolution Specialist | Dispute Resolution Program

Manufacturer Settlement Offer
BBB Fax# 1 703 247 9700

05-22-2013

FRD1319366 / 1FMCU0J93DU[redacted]

BBB Specialist Edith Newton
Ford DRS Bob Gray

According to the Customer Claim Form, the vehicle does not meet the guidelines for repurchase or replacement under the BBB Auto Line Program Summary, under which the BBB case would be heard.

Ford greatly appreciates the loyalty to the manufacturer that is shown in [redacted] utilizing the BBB to resolve the issues with the vehicle rather than taking his transportation needs elsewhere, as Ford knows is always an option. We would like to resolve the issues as quickly as possible so that we might continue the positive relationship that has developed between Ford and our valued customer.

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Thank you for your consideration.

Ford Motor Company ®
Robert Gray | Dispute Resolution Specialist | Dispute Resolution Program

BBB AUTO LINE

May 20, 2013

[redacted]

CHICAGO IL[redacted]

Re: FRD1319366[redacted] vs Ford Motor Corporation 1FMCU0J93DU[redacted]

Dear[redacted]

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:

_X_ 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:_____

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

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

May 20, 2013

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

Re: FRD1319366[redacted] vs Ford Motor Corporation 1FMCU0J93DU[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.
3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

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

BBB AUTO LINE must receive your written position and supporting documents no later than close of business 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

May 20, 2013
Re:W-C2 FRD1319366[redacted] vs Ford Motor Corporation
1FMCU0J93DU[redacted]

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

Dear [redacted]

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

Enclosed please find the following information:

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

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

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

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

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

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

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

_____ No further documentation is required at this time

_____ Repair orders relating to the complaints(s)

_____ The vehicle's current registration

_____ The purchase contract or lease agreement

_____ Other: _____

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

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

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

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

Sincerely,

Edith Newton at Extension 512

BBB AUTO LINE
Customer Claim Form

Case number: FRD1319366
Contact Date: 05/17/13
Start Date: 05/20/13

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: Escape Year: 2013 Current mileage: 5772

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: Same, , TX

Primary Servicing dealer/city/state: Sames Ford,

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 09/27/12 Mileage at purchase/lease:

First repair attempt date: 03/21/13 First repair attempt mileage: 5158

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

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 INDENTIFICATION NUMBER 1FMCU0J93DU[redacted]

Lienholder/Leasing Company _____ **Phone Number** _____

Account Number _____

CCF

PE13-003.4 000588LC

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: **A/C won't cool properly**	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day**	**yes**
Engine/Electrical		3		yes
Body and Trim		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

AGREEMENT TO ARBITRATE

Date: 05/20/2013 Case Number: FRD1319366
Customer: [redacted]
Business: Ford Motor Company
Mfr-Info: 6700 TX 1FMCU0J93DU[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 : Escape
Year : 2013

All parties named above submit to arbitration the following:

* Engine/Electrical
* Body and Trim

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

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

May 16, 2013

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

WRTAC
FRD1319366

RE [redacted] v Ford Motor Company

MAY 20 2013

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 TX Lemon Law and the Magnuson-Moss Act based on defects in the vehicle.

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

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: Escape Year: 2013 Current mileage: 5772

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: Sames Ford Lincoln, Corpus Christi TX

Primary Servicing dealer/city/state: same

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: September 27, 2012 Mileage at purchase/lease: 23

First repair attempt date: March 21, 2013 First repair attempt mileage: 5,158

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: N/A Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☑ no Date of accident: N/A

Description of damage: N/A

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

VIN:1FMCU0J93DU[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 INDENTIFICATION NUMBER 1FMCU0J93DU[redacted]

Lienholder/Leasing Company TD Finance **Phone Number** 1-800-556-8172

Account Number [redacted]

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.		4/20/06 3,500 miles 5 days 5/10/07 12,700 miles 1 day	yes
PLEASE	SEE		ENCLOSED	

Total days out of service for all problems: _____

Signature of Titled Owner(s) [redacted] Date 5/16/2013

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
03/21/13-03/27/13	5,158	Check engine light is on	Engine/Electrical
		12A04 sync with my ford my Lincoln touch application performance upgrade	Recall
03/29/13-04/20/13	5,200	Check engine light/vehicle hesitating under acceleration	Engine/Electrical
04/29/13-05/03/13	5,555	Service engine now message coming on	Engine/Electrical
		Tap claim	Body and Trim

143993

MOTOR VEHICLE BUYER'S ORDER

Seller: SAMES FORD LINCOLN Buyer: BENAVIDES,DAVID Date: 09/27/2012

Buyer: [redacted] Residence Phone: [redacted] Bus. Phone: E-Mail:

Address: [redacted] City: CORPUS CHRISTI State: TX Zip: [redacted]

Expected date of delivery is 09/27/2012 or as soon thereafter as possible. It is agreed that neither the Seller nor the Manufacturer/Distributor is liable for failure to effect delivery.

Buyer offers to purchase from Seller under the terms and conditions specified the following described motor vehicle: TD AUTO FINANCE LLC

DESCRIPTION OF SALE UNIT:

☒ New ☐ Demo ☐ Executive/Official ☐ Used ☐ Certified Used (CTO)

Make: FORD Model: ESCAPE 4DTA Cyl.: LL Body Style: 2S Odometer Reading:

Color: STERLING GRA Stock No.: F43566 Inventory: License No.:

Year: 2013 VIN: 1FMCU0J93DU[redacted] Key No.:

USED CAR TRADE-IN:

Year: 08 Make: FORD Model: EDGE

Cylinders: Body Style: LL License No.: [redacted]

VIN: 2FMDK39C98B[redacted]

Lienholder: FORD MOTOR CREDIT

Lienholder Address:

Payoff Amount: 26915.55 Date:

Child support Lien: ☐ Yes ☐ No Amount: $

Payable to:

Restitution Lien: ☐ Yes ☐ No Amount: $

Payable to:

Trade-In Allowance: $ 20500.00 Title: Reconditioned: ☐ Yes ☐ No

Balance Owed on Trade-In: $ 26915.55 Flood Damaged: ☐ Yes ☐ No

Net Allowance on Trade-In: $ -6415.55 Rebuilt Salvage: ☐ Yes ☐ No

Odometer Reading: 42785 Nonrepairable: ☐ Yes ☐ No

PRICE OF UNIT VSC	$ 34280.00
	$ 2548.00
	$ N/A
	$ N/A
Sub-Total	$ 36828.00
	$ N/A
Rebate	$ 1000.00
Trade-In	$ 20500.00
Sub-Total	$ 15328.00
Dealer's Inventory Tax	$ 71.65
State Motor Vehicle Sales Tax	$ 798.75
Other Taxes	$ N/A
Government License and/or Registration Fee	$ 67.75
Government Certificate of Title Fee	$ 33.00
Government Vehicle Inspection Fee	$ 23.75
Government Emission Inspection Fee	$ N/A
Deputy Service Fee Paid to Dealer	$ 5.00
*Documentary Fee (see below)	$ 149.00
Sub-Total	$ 16476.90
Less Cash With Order	$ 1040.00
Add Balance Owed on Trade-In	$ 26915.55
Unpaid Balance	$ 42352.45

*** A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.**

UN CARGO DOCUMENTAL NO ES UN CARGO OFICAL. LA LEY NO EXIGO QUE SE IMPONGA UN CARGO DOCUMENTAL PERO ESTE PONDRA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EN RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

DISCLAIMER OF WARRANTIES

The above-described vehicle sold by Seller is sold as is, without either express or implied warranties of any kind by Seller, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a written warranty by, or service contract with Seller covering the described vehicle is delivered to Buyer in conjunction with or within 90 days following the time of the sale, but such vehicle or any of its component parts may be subject to warranty by the manufacturer thereof.

****The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.**

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. *La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier provisión que contradiga a lo contenido en el contrato de venta.*

If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit on terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit.

Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly.

If the Buyer's used car trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance made for the trade-in.

Buyer agrees to deliver the original bill of sale and the title to any trade-in along with the delivery of the trade-in and further agrees to execute any and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrepairable, or flood damaged and that the odometer reading has not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed.

Seller makes no representations concerning the accuracy of the sale link and any information posted on the site link or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.

It is expressly agreed to and understood by Buyer and Seller that in the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle.

Buyer agrees to all the above listed charges.

Seller's Signature: Buyer's Signature: Date:

The Automobile Blanketing Company FL622068 (1/08/10)

CUSTOMER #: F43566

678770

INVOICE

Sames
Texas' Oldest Dealership
LINCOLN
4721 AYERS P.O. BOX 7709
CORPUS CHRISTI, TEXAS 78415
(361) 851-7600
www.samescorpus.com

[redacted]

CORPUS CHRISTI, TX [redacted]
HOME [redacted] CONT:N/A
BUS: CELL:

PAGE 1

SERVICE ADVISOR: 7720 KERRY J MCNAIR

COLOR	YEAR	MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STERLING G	13	FORD ESCAPE	1FMCU0J93DU[redacted]		5200/5210	T7212

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
27SEP12	10SEP12		08:00 12APR13		0.00	CASH	04APR13

RO OPENED	READY	OPTIONS:
07:34 29MAR13	14:59 04APR13	STK:F43566 DLR:52K067 ENG:999 2.0L I4 GTDI ECOBOOST ENGINE TRN:446 6-SPEED SELECTSHIFT AUTO TRANS A (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES CHECK ENGINE LIGHT/VEHICLE HESITATING UNDER ACCELERATION

CAUSE:

39 MISCELLANEOUS

1270 KI (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

00287

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

5210 VERIFY CONCERN FOUND [redacted]

CRUISING CONCERN [redacted]

REDROVE VEHICLE ALL S[redacted]

B MULTIPOINT INSPECTION

CAUSE: SEE ATTACHED MULTIPOINT INSPECTION [redacted]

99P MULTIPOINT INSPECTION

1370 TEP (N/C)

GBATT BATTERY CONDITION IS GOOD AT THIS TIME

1370 TEP (N/C)

GBK BRAKE LINNINGS ARE [redacted] TIME

1370 TEP (N/C)

GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME

1370 TEP (N/C)

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

****

SUBL WARRANTY REPAIR

WA (N/C)

FC: 1

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

(SIGNED) (DATE)
SERVICE MANAGER OR AUTHORIZED PERSON

NOTICE PURSUANT TO PROPERTY CODE §70.001

I am the person or an agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to the repair contract. I understand that this Vehicle is subject to repossession in accordance with §9.609, Texas Business and Commerce Code, if a written order for payment for repair on the vehicle is stopped, dishonored because of insufficient funds, no funds, or because the drawer of maker of the order has no account or the account on which it is drawn has been closed.

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this merchandise. 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 merchandise.

CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: F43566

678770

INVOICE

Sames
Texas' Oldest Dealership
LINCOLN
4721 AYERS P.O. BOX 7769
CORPUS CHRISTI, TEXAS 78415
(361) 851-7600
www.samesfordcorpus.com

[redacted]

CORPUS CHRISTI, TX [redacted]
HOME: [redacted] CONT:N/A
BUS: CELL:

PAGE 2

SERVICE ADVISOR: 7720 KERRY J MCNAIR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	AG
STERLING G	13	FORD ESCAPE	1FMCU0J93DU[redacted]		5200/5210	T7212

DEL DATE	PROM DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
27SEP12	D010SEP12		08:00 12APR13		0.00	CASH	04APR13

RO OPENED	READY
07:34 29MAR13	14:59 04APR13

OPTIONS: STK:F43566 DLR:52K067
ENG:999 2.0L I4 GTDI ECOBOOST ENGINE
TRN:446 6-SPEED SELECTSHIFT AUTO TRANS A (More...)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

THANK YOU FOR ALLOWING US TO SERVICE YOUR VEHICLE. WE AT SAMES FORD LINCOLN APPRECIATE YOUR PATRONAGE. IF IT FOR ANY REASON YOU WERE NOT "COMPLETLY SATISFIED" PLEASE CALL ME 361-533-2416 FANCY
SERVICE DIRECTOR

Sames
Texas' Oldest Dealership
LINCOLN

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT. NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 11 YEAR FROM THE DATE OF PAYMENT. NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

TIME IN | DATE IN
PRIMARY SERVICE ADVISOR OR AUTHORIZED PERSON

NOTICE PURSUANT TO PROPERTY CODE §70.001

If I am the person or an agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to the repair contract, I understand that this vehicle is subject to repossession by accordance with §9.609, Texas Business and Commerce code. If a written order for payment for labor on the vehicle is stopped, dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no equity or the account on which it is drawn has been closed.

Signature of Owner, Authorized Agent or Person Permitted Use

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item(s/ems). 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(s/ems).

CUSTOMER SIGNATURE

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

CUSTOMER COPY

Sames
Texas' Oldest Dealership
LINCOLN
4721 AYERS P.O. BOX 7709
CORPUS CHRISTI, TEXAS 78415
(361) 851-7800
www.samescorpus.com

CUSTOMER #: F43566 678770

[redacted]

ACCOUNTING

DUPLICATE 2
PAGE 1
** PRE-INVOICE **
SERVICE ADVISOR: 7720 KERRY A MCNAIR

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

STERLING G 13	FORD ESCAPE		1FMCU0J93DU[redacted]			5200/5210	T7270
27SEP12	DD10SEP12		08:00 30APR13		0.00	CASH	20APR13

07:34 29MAR13 09:45 20APR13

OPTIONS: STK:F43566 DLR:52K067
ENG:999 2.0L I4 GTDI ECOBOOST ENGINE
TRN:446 6-SPEED SELECTSHIFT AUTO TRANS A (More...)

LINE	OPCODE	TECH	TYPE	A/HRS	E/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A CUSTOMER STATES OTHER ENGINE LIGHT/VEHICLE HESITATING UNDER											
ACCELERATION											
CAUSE:											
39 MISCELLANEOUS											
				0.00	0.00		0			0.00	0.00
VERSION 1 (EMP# 1370,03APR13 16:16): 5210 VERIFY CONCERN FOUND A											
BUG TRACED TO MASS AIR FLOW SENSOR CAUSING CONCERN. REMOVED BUG KLEEN											
SENSOR AND CLEARED ALL CODES REDROVE VEHICLE ALL SYSTEM PASSES AFTER											
REPAIR.											
VERSION 2 (EMP# 1370,1[redacted] 15:48): 5210 VERIFY CONCERN FOUND BAD											
CONNECTION [redacted]											
VEHICLE CHECK FOR NORMA[redacted] REPAIR											
B MULTIPLE DIAGNOSTIC [redacted]											
CAUSE: SEE ATTACHED MU[redacted]											
99 MISCELLANEOUS											
	1370	ISP		0.00	0.00	0	0			0.00	0.00
[redacted]											
	1370	ISP		0.00	0.00	0	0			0.00	0.00
[redacted]											
	1370	ISP		0.00	0.00	0	0			0.00	0.00
[redacted]											
	1370	ISP		0.00	0.00	0	0			0.00	0.00
[redacted]											
CAUSE: .											
99 MISCELLANEOUS											
	1370	ISP		0.00	0.00	0	0			0.00	0.00
MISC CHARGE TRANSPORTATION ASSISTANCE PROGRAM											
		ISP				21000	21000			210.00	210.00

Texas' Oldest Dealership
LINCOLN

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THE CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT. NEGLIGENCE OR ABUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 11 YEAR FROM THE DATE OF PAYMENT. NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

SIGNATURE DATE
SERVICE MANAGER OR AUTHORIZED PERSON

NOTICE PURSUANT TO PROPERTY CODE 370.001

I am the person or an agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to the repair contract. I understand that the vehicle is subject to repossession in accordance with 18.804, Texas Business and Commerce code, if a written order for payment for repair on the vehicle is stopped, dishonored (because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the account on which it is drawn has been closed.

STATEMENT OF DISCLAIMER

The factory warranty constituted all of the warranties, with respect to the sale of the merchandise. The Seller hereby expressly disclaims all warranties either express, or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes, nor authorizes any other person to assume for it any liability in connection with the sale of the merchandise.

[redacted]

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

OFFICE COPY

CUSTOMER #: F43566

678272

INVOICE

Sames
Texas' Oldest Dealership
FORD LINCOLN
4721 AYERS P.O. BOX 7709
CORPUS CHRISTI, TEXAS 78415
(361) 991-7800
www.samescorpus.com

[redacted]

CORPUS CHRISTI, TX [redacted]
HOME [redacted] CONT:N/A
BUS: CELL:

PAGE 1

SERVICE ADVISOR: 7720 KERRY J MCNAIR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STERLING G	13	FORD ESCAPE	1FMCU0J93DU[redacted]		5158/5165	T7161

DEL.DATE	PROD.DATE	WARR.EXP.	PROMISED	PO.NO.	RATE	PAYMENT	INV.DATE
27SEP12	10SEP12		08:00 04APR13		0.00	CASH	27MAR13

R.O.OPENED	READY
08:31 21MAR13	08:36 27MAR13

OPTIONS: STK:F43566 DLR:52X067
ENG:999 2.0L I4 GTDI ECOBOOST ENGINE
TRN:446 6-SPEED SELECTSHIFT AUTO TRANS A (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES CHECK ENGINE LIGHT IS ON
CAUSE:
39 MISCELLANEOUS
1370 WF (N/C)
1 AG92*9F479*A SENSOR ASY (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00137
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

5165 CC 42 CP 9F479 VER[redacted] ECC
TEST KOEC(P0106) RAN [redacted]RN
PERFORMED PINPOINT TES[redacted] P0106 .
DM2-YES DM9-NO REPLACED [redacted] SENSOR AS PER PINPOINT [redacted]FORMED
KOEO AND KOER TEST ALL PASSED , CLEARED CODES RESTEST OAR
****

Sames
Texas' Oldest Dealership

B 12A04 SYNC WITH MYFORD/MYLINCOLN TOUCH / APPLICATION PERFORMANCE UPGRADE
CAUSE:
39 MISCELLANEOUS
1370 WF (N/C)
1 DM5Z*18H449*AA CARD - MEMORY (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00137
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

5165 12A04B 0.30 PERFORMED RECALL 12A04 REPROGRAM SYNC AND INSTALLED NEW NAV CARD
****

C MULTIPOINT INSPECTION
CAUSE: SEE ATTACHED MULTIPOINT INSPECTION SHEET.

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE WHEN OTHERWISE STATED. LABOR ALLOWANCES WERE PERFORMED AT NO CHARGE TO OWNER. THERE IS NO INDICATION THAT THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PART REPLACED PREVIOUSLY UNDER THIS CLAIM HAS BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR OTHER REASON SUPPORTING THIS CLAIM. ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT. INSPECTION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER REPRESENTATIVE.

NOTICE PURSUANT TO PROPERTY CODE §70.001
I am the person or an agent acting on behalf of the person who is obligated to pay for the repair of the motor vehicle subject to the repair contract. I understand that this vehicle is subject to repossession in accordance with Sections 9.503, Texas Business and Commerce Code, if a written order for payment for repair on the vehicle is dishonored, dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the account on which it is drawn has been closed.

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

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

CUSTOMER SIGNATURE

CUSTOMER COPY

1800 241 3673
Cust SVC.

CUSTOMER #: F43566 680605

INVOICE

Sames
Texas Oldest Dealership
LINCOLN
4721 AYERS P.O. BOX 7709
CORPUS CHRISTI, TEXAS 78415
(361) 851-7600
www.samescorpus.com

[redacted]

CORPUS CHRISTI, TX [redacted] PAGE 1
HOME: [redacted] CONT: N/A
BUS: CELL: SERVICE ADVISOR: 7204 JUSTIN BONDURANT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STERLING G	13	FORD ESCAPE	1FMCU0J93DU[redacted]		5555/5605	T7336

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
27SEP12	DD10SEP12		15:18 04MAY13		0.00	CASH	03MAY13

R.O. OPENED	READY	OPTIONS: STK:F43566 DLR:52K067
08:25 29APR13	13:16 03MAY13	ENG:999 2.0L I4 GTDI ECOBOOST ENGINE TRN:446 6-SPEED SELECTSHIFT AUTO TRANS A (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S SERVICE ENGINE NOW MESSAGE COMING ON
39 MISCELLANEOUS
1370 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

5555 NO DTCS INSYSTEM COULD NOT VERIFY CUSTOMER CONCERN NO MESSAGE COMING N DISPLAY TEST DROVE 80 MILES NO PROBLEMS FOUND

****

B TAP CLAIM
TAP TAP CLAIM
1370 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

****

C MULTIPOINT INSPECTION
CAUSE: SEE ATTACHED MULTIPOINT INSPECTION SHEET.
999 MULTIPOINT INSPECTION
1370 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

SUBL WARRANTY RENTAL
WA (N/C)
FC: 1

THANK YOU FOR ALLOWING US TO SERVICE YOUR VEHICLE. WE AT SAMES FORD APPRECIATE YOUR PATRONAGE!!! IF FOR ANY REASON YOU WERE NOT "COMPLETELY SATISFIED" PLEASE CALL ME DIRECT
361-215-3203 KELLY BELL
SERVICE DIRECTOR

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

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

NOTICE PURSUANT TO PROPERTY CODE §70.001

I am the person or an agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to the repair contract. I understand that this vehicle is subject to repossession in accordance with §9.609, Texas Business and Commerce code, if a written order for payment for repair on this vehicle is stopped, dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the account on which it is drawn has been closed.

Signature of Person Responsible or Agent for Person Responsible

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this Hamiltonia. 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 hamiltonia.

CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: F43566

680605

INVOICE

DUPLICATE 1
PAGE 1

Sames
Texas' Oldest Dealership
LINCOLN
4721 AYERS P.O. BOX 7709
CORPUS CHRISTI, TEXAS 78415
(361) 851-7600
www.samescorpus.com

[redacted]
CORPUS CHRISTI, TX [redacted]
HOME: [redacted] CONT: N/A
BUS: CELL:

SERVICE ADVISOR: 7204 JUSTIN BONDURANT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
STERLING G	13	FORD ESCAPE	1FMCU0J93DU[redacted]		5555/5605	T7372

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
27SEP12	DL10SEP12		15:18 09MAY13		0.00	CASH	14MAY13

F.O. OPENED	READY	OPTIONS: STK:F43566 DLR:52K067
08:25 29APR13	16:32 14MAY13	ENG:999_2.0L_I4_GTDI_ECOBOOST_ENGINE TRN:446 6-SPEED SELECTSHIFT AUTO TRANS A (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S SERVICE ENGINE NOW MESSAGE COMING ON
CAUSE:
39 MISCELLANEOUS
1370 WF (N/C)
1 AU2Z-14541-JA WIRE ASY (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00107
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

5555 NO DTCS INSYSTEM C[illegible] MESSAGE
COMING N DISPLAY TEST [illegible]
****

B TAP CLAIM
TAP TAP CLAIM
1370 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

****

C MULTIPOINT INSPECTION
CAUSE: SEE ATTACHED MULTIPOINT INSPECTION SHEET.
99P MULTIPOINT INSPECTION
1370 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

SUBL WARRANTY RENTAL
WA (N/C)
FC: 1

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

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

NOTICE PURSUANT TO PROPERTY CODE §70.001

I am the person or an agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to the repair contract. I understand that this vehicle is subject to repossession in accordance with §9.609, Texas Business and Commerce code; if a written order for payment for repair on the vehicle is stopped, dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the account on which it is drawn has been closed.

Members of Person Responsibility or Agent for Public Responsible

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: [signature]

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

CUSTOMER COPY

CUSTOMER #: F43566

680605

INVOICE

DUPLICATE 1
PAGE 2

Sames
Texas' Oldest Dealership
LINCOLN
4721 AYERS P.O. BOX 7709
CORPUS CHRISTI, TEXAS 78415
(361) 851-7600
www.samesdcorpus.com

[redacted]
CORPUS CHRISTI, TX [redacted]
HOME: [redacted] CONT: N/A
BUS: CELL:

SERVICE ADVISOR: 7204 JUSTIN BONDURANT

COLOR	YEAR	MAKE/MODEL	VIN	CENSE	MILEAGE IN/OUT	TAG
STERLING G	13	FORD ESCAPE	1FMCU0J93DU[redacted]		5555/5605	T7372

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
27SEP12 DD	10SEP12		15:18 08MAY13		0.00	CASH	14MAY13

S.O. OPENED	READY	OPTIONS: STK:F43566 DLR:S2K067
08:25 29APR13	16:32 14MAY13	ENG:999_2.0L_I4_GTDI_ECOBOOST_ENGINE TRN:446_6-SPEED_SELECTSHIFT_AUTO_TRANS_A (More...)

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

THANK YOU FOR ALLOWING US TO SERVICE YOUR VEHICLE. WE AT SAMES FORD APPRECIATE YOUR PATRONAGE. IF FOR ANY REASON YOU WERE NOT "COMPLETELY SATISFIED" PLEASE CALL ME DIRECT 361-215-3203 KELLY BELL
SERVICE DIRECTOR

Sames
Texas' Oldest Dealership
LINCOLN

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

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

NOTICE PURSUANT TO PROPERTY CODE §70.001

I am the person or an agent acting on behalf of the person who is obligated to pay for the repair of the motor vehicle subject to the repair contract. I understand that this vehicle is subject to repossession in accordance with §9.609, Texas Business and Commerce code. If a written order for payment for repair on the vehicle is stopped, dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the account on which it is drawn has been closed.

Signature of Person Responsible or Agent for Person Responsible

STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE

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

CUSTOMER COPY

Krohn & Moss, Ltd.
Main Office
10 N. Dearborn St, 3rd Floor
Chicago, IL 60602
www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 Ext. 284
Writer's Direct Facsimile
(866)-289-0898
Writer's Direct E-Mail
aross@consumerlawcenter.com
www.krohnandmoss.com

Licensed to practice only in:
Texas

May 8, 2013

SENT VIA CERTIFIED MAIL

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

RE: [redacted] v. Ford Motor Company
Vehicle: 2013 Ford Escape
VIN: 1FMCU0J93DU[redacted]

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

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

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

There is a defect and non-conformity present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. The defect and non-conformity includes, but is not limited to:

1. Defective engine as evidence by the intermittent illumination of the check engine light and hesitation on acceleration; and

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

The defect and non-conformity listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Should you elect to make a final attempt to repair the defect, please contact

me directly within the next seven days. Because of the defect and non-conformity, my client has justifiably lost confidence in the vehicle. As one court has stated:

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

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

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

My client's repair history clearly shows there was a breach of both written and implied warranties:

> based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

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

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of

our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

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

Sincerely,

Andrew Ross
Attorney at Law

AR/rd
cc: [redacted]

BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Texas

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

AGE/MILEAGE REQUIREMENTS

Claims seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

ELIGIBLE VEHICLES

Claims may be filed for Ford, Lincoln, and Mercury cars and light trucks that are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;

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

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

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

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

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

REPAIRS/REIMBURSEMENT FOR REPAIRS

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

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

REPURCHASE/REPLACEMENT

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

- The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and

- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and

- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

PE13-003.4 000607LC

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

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

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

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

- **Replacement of a vehicle purchased or leased new** – The customer will select a new vehicle from dealer inventory that is from the same model year as, and substantially identical to, the vehicle being replaced (not including any modifications or additions after the vehicle's purchase or lease). Ford will reimburse the customer for reasonable towing, rental, and other incidental costs directly incurred because of the claimed defect.

  If the customer selects a vehicle that has different equipment options, the customer will incur the cost of upgraded equipment.

  If a replacement vehicle of the same vehicle model or from the same model year as the current vehicle is not available, the customer may select a different model or model year vehicle but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the vehicle being replaced and the M.S.R.P. of the new replacement vehicle.

  If the vehicle being replaced is covered by a Ford Extended Service Plan that the customer purchased, Ford will provide the customer with the most nearly equivalent Ford Extended Service Plan available for the replacement vehicle at no cost to the customer. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

PE13-003.4 000608LC

Important: Replacement is not an available remedy if the current vehicle was purchased used.

Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator awards a **replacement**, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100{,}000} \times \text{purchase price}$$

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

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100{,}000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

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.

Case Print Report

Case Number CAS-2789433-P7W7R0

Case Opened Date 7/10/2013 12:56 PM

Case Closed Date 7/11/2013

Case Status Resolved

Case Last Modified 7/11/2013 4:07 PM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > FIN Assist Request > CCT Criteria

Customer Name [redacted]

Customer Number [redacted]

9 TROVITA

IRVINE CA 92620

Emai [redacted]

Dealer AutoNation Ford Tustin

VIN 1FMCU03G19K[redacted]

Year 2009 **Make** FORD

Model ESCAPE **Body Style** U03 - XLT 4X2 4-DR

Symptom

Level 1

Level 2

Level 3

Level 4

Case Print Report

Case Number CAS-2789433-P7W7R0

Case Print Report

Case Number CAS-2789433-P7W7R0

Agent Name	Note Last Modified
FordCRMAppUserAccount CRM	7/10/2013 12:58 PM

Cust having issue with Throttle Body replacement
Seeking financial assistance on repair
Veh is at DLR now

AutoNation Ford Lincoln Tustin
2 Auto Center Dr
Tustin, CA 92782
(714) 832-3300

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.....). 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. The case number that I have established for you today is CAS-XXXXXXX.

Mark Johnson 7/11/2013 3:59 PM

OBC to s/a Lou @ 714-832-3300 and rec'd v/m in Service. OBC to cust @ [redacted] and shared that I am waiting for feedback from the dlr as to repair cost so that I can take a position on financial assistance. I will call back on 7/11. OBC to s/a Lou @ 714-832-3300 and he said dlr will pay for labor if I will buy the part: RO3179, Ln#A, Total repair cost: $350, Cust pay $0, Dlr pay $147, CLP $203, Approval Code M03Z5, Program code P11. Dlr is calling cust to share that the repair is being covered 100%.

Case Print Report

Case Number CAS-2789433-P7W7R0

Case Print Report

Case Number CAS-2789433-P7W7R0

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Mark Johnson	7/10/2013 3:45 PM	fmc_transferescalate	Transfer / Escalate
Mark Johnson	7/11/2013 4:07 PM	fmc_closecase	Close Case
Mark Johnson	7/11/2013 4:07 PM	fmc_clpdecision	CLP Remedy
Mark Johnson	7/11/2013 4:07 PM	incidentresolution	Case Resolution

Case Print Report

Case Number CAS-2789433-P7W7R0

CA

NORMAN TAYLOR & ASSOCIATES
A Professional Law Corporation

NORMAN F. TAYLOR
JOHN K. CICCARELLI

425 WEST BROADWAY
SUITE 220
GLENDALE, CA 91204
TEL (818) 244-3905
FAX (818) 244-6052

August 20, 2013

Ford Motor Company
Chris Buss, Esq.
Consumer Affairs-Litigation Prevention Dept.
P.O. Box 6248
Dearborn, MI 48121-6248

'13 AUG 26 A9:09
CONSUMER AFFAIRS SECTION

Re: [redacted] A. vs. Ford Motor Company, et al.
Vehicle: 2009 Ford Escape
VIN: 1FMCU03G19K[redacted]

Dear Ford Motor Company:

Please be advised that **Norman Taylor & Associates** represent the interests of James [redacted] concerning his 2009 Ford Escape. In accordance with the Magnuson-Moss Warranty Act, 15 U.S.C.2310, you are hereby notified that my client is revoking acceptance of this vehicle. He has directed me to demand cancellation of all contracts related to or concerning the purchase of the subject vehicle and the return of all monies paid toward or owed on the subject vehicle, including any amounts paid or payable, down payment, all payments made, trade in value, and incidental and consequential damages.

Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. 2310 and in accordance with the Song-Beverly Consumer Warranty Act, California Civil Code Section 1790 et seq., [redacted] hereby requests that you comply with Civ. Code §1793.2(d)(2) and §1794 based on the following facts:

1. The vehicle was purchased new on May 2, 2009 from Theodore Robins Ford in the City of Costa Mesa, California. The vehicle came with a warranty as defined in the Act.

2. The vehicle is not fit for the ordinary purposes for which it was sold, and has exhibited substantial nonconformities that have required repeated warranty repairs. The nonconformities include but are not necessarily limited to:

   - The car stalls out intermittently, on the average of once per month. It has done so in traffic, creating a dangerous situation. There have been three (3) unsuccessful repairs for this serious safety defect.

3. A reasonable opportunity to repair these non-conformities has taken place either directly or through agents. These nonconformities substantially impair the use, value and safety of this vehicle to [redacted].

Our client is entitled to full restitution under California Civ. Code § 1793.2(d)(2) and Civ. Code §1794 as well as under the Magnuson Moss Warranty Act 15 U.S.C. 2310 et seq., to date, as follows:

Actual Damages to Date

1.	Amount Paid & Payable	$26,168.38
2.	DMV Registration	$ TBD
3.	Car Rental Expense	$ TBD
4.	Towing Expense	$ TBD
5.	Repair Expense	$ TBD
6.	Add-on Expense	$ TBD
Actual Damages		**$26,168.38**

Our client will seek a civil penalty of twice the amount of their actual damages.

Civil Penalty.....$52,336.76.

Accordingly, at trial, the damages sought will be approximately $78,505.14.

In addition, our client is entitled to attorney fees and costs as provided in the statute. However, in the spirit of compromise and in the interest of settlement and to avoid protracted and unnecessary litigation, [redacted] hereby makes an offer to settle for $26,168.38 in actual damages, any and all incidental or consequential damages yet to be determined, **plus** $3,000.00 in attorney's fees, costs, and expenses. The vehicle will be returned to Theodore Robins Ford or Ford Motor Company.

Once you have made the opportunity to review this matter, please advise us as to whether you wish to discuss settlement or defend. Please respond to this settlement demand no later than 30 days from the above date. Please do not communicate directly with our client with regard to this matter, and forward all communications to this office.

Very truly yours,

NORMAN TAYLOR & ASSOCIATES
A Professional Law Corporation

By: _____
Norman F. Taylor, Esq.

NFT:mr
Enclosures: Notice of Lien
Purchase Agreement
Dept. of Motor Vehicle Registration
Repair Orders

cc[redacted]

NORMAN TAYLOR
& ASSOCIATES
A Professional Law Corporation

NORMAN F. TAYLOR
JOHN K. CICCARELLI

425 WEST BROADWAY
SUITE 220
GLENDALE, CA 91204
TEL (818) 244-3905
FAX (818) 244-6052

August 20, 2013

NOTICE OF LIEN

Re: [redacted] vs. Ford Motor Company, et al.

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Norman Taylor & Associates gives notice of a contractual lien for attorney fees against ANY recovery in this action by plaintiff [redacted] Pursuant to California law, this lien is a priority lien.

This Notice of Lien is filed pursuant to *Hansen vs. Jacobsen,* (1986) 186 Cal. App. 3d 350, 356-357, which provides that filing a Notice of Lien in a pending action is a proper method to give notice of the lien to all parties and their attorneys.

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

Very truly yours,

Norman Taylor & Associates
A Professional Law Corporation

By: _____
Norman F. Taylor, Esq.

NFT:mr

STATE OF CALIFORNIA

V31090513CR

CERTIFICATE OF TITLE

VEHICLE HISTORY

AUTOMOBILE

VEHICLE ID NUMBER: 1FMCU03G19K[redacted]

YR MODEL: 2009 MAKE: FORD

PLATE NUMBER: [redacted]

BODY TYPE MODEL: UT

AX UNLADEN WEIGHT

FUEL: G

TRANSFER DATE

FEES PAID: $242

REGISTRATION EXPIRATION DATE: 05/08/2010

YR 1ST SOLD: 2009 CLASS: FL *YR MO: 05 EQUIPMT/TRUST NUMBER: 09B0236 ISSUE DATE: 05/22/09

MOTORCYCLE ENGINE NUMBER

ODOMETER DATE: 05/02/2009 ODOMETER READING: 16 MI

ACTUAL MILEAGE

[redacted]

IRVINE CA [redacted]

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

X

VOID WITHOUT BEAR WATERMARK

HOLD TO LIGHT TO VIEW

REGISTRATION VALID FROM: AUTO 05/08/2013 TO 05/08/2014 TYPE: 11 LICENSE NUMBER: [redacted]

09B0236

VEHICLE IDENTIFICATION NUMBER: 1FMCU03G19K[redacted]

BODY TYPE MODEL: UT

DATE FIRST SOLD: 00/00/2009 CLASS: FL MAKE: FORD YR Yr. Model: 2009

DATE ISSUED: 05/11/2013

TYPE VEH. 120 MP G AX WC UNLADEN/GCW TOTAL FEES PAID $191

3000

REGISTERED OWNER

[redacted]

IRVINE CA 9[redacted]

LIENHOLDER 0

R0069
L0092

143050120131440

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

N6340162

Dealer Number _____ Contract Number _____ R.O.S. Number 20985562 Stock Number 9B02365

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[redacted] IRVINE CA [redacted] ORANGE		THEODORE ROBINS FORD 2060 HARBOR BLVD COSTA MESA CA 92627

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2009	FORD ESCAPE	16	1FMCU03G19[redacted]	☒ personal, family or household ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 2,500.00 is
N/A %	$ N/A (e)	$ 23,668.38	$ 23,668.38 (e)	$ 26,168.38 (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	23,668.38	
One Payment of	N/A	
Payments		Monthly, Beginning
Payments N/A	N/A	Monthly, Beginning
One Final Payment		

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price
   - A. Cash Price of Motor Vehicle and Accessories $ 23457.00 (A)
     - 1. Cash Price Vehicle $ 23457.00
     - 2. Cash Price Accessories $ N/A
     - 3. Other (Nontaxable)
       - Describe _____ $ N/A
       - Describe _____ $ N/A
   - B. Document Preparation Fee (not a governmental fee) $ 55.00 (B)
   - C. Smog Fee Paid to Seller $ N/A (C)
   - D. (Optional) Theft Deterrent Device (to whom paid) _____ $ 293.64 (D)
   - E. (Optional) Theft Deterrent Device (to whom paid) _____ $ N/A (E)
   - F. (Optional) Theft Deterrent Device (to whom paid) _____ $ N/A (F)
   - G. (Optional) Surface Protection Product (to whom paid) _____ $ N/A (G)
   - H. (Optional) Surface Protection Product (to whom paid) _____ $ N/A (H)
   - I. Sales Tax (on taxable items in A through H) $ 2082.99 (I)
   - J. Optional DMV Electronic Filing Fee $ 29.00 (J)
   - K. (Optional) Service Contract (to whom paid) _____ $ N/A (K)
   - L. (Optional) Service Contract (to whom paid) _____ $ N/A (L)
   - M. (Optional) Service Contract (to whom paid) _____ $ N/A (M)
   - N. (Optional) Service Contract (to whom paid) _____ $ N/A (N)
   - O. (Optional) Service Contract (to whom paid) _____ $ N/A (O)
   - P. Prior Credit or Lease Balance paid by Seller to _____ $ N/A (P)
     (see downpayment and trade-in calculation)
   - Q. (Optional) Gap Contract (to whom paid) _____ $ N/A (Q)
   - [illegible] N/A (R)

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

		Term	Premium
$ N/A	Ded. Comp., Fire & Theft	N/A Mos.	$ N/A
$ N/A	Ded. Collision	N/A Mos.	$ N/A
Bodily Injury	$ N/A Limits	N/A Mos.	$ N/A
Property Damage	$ N/A Limits	N/A Mos.	$ N/A
Medical	N/A	N/A Mos.	$ N/A
		N/A Mos.	$ N/A
Total Vehicle Insurance Premiums			$ N/A (b)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not [redacted]

Buyer [redacted]
Co-Buyer X
Seller X

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.		$ N/A
Credit Disability	N/A Mos.		$ N/A
Total Credit Insurance Premiums			$ N/A (b)

Insurance Company Name N/A

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages [illegible]

M. (Optional) Service Contract (to whom paid) _____ $ N/A (M)
N. (Optional) Service Contract (to whom paid) _____ $ N/A (N)
O. (Optional) Service Contract (to whom paid) _____ $ N/A (O)
P. Prior Credit or Lease Balance paid by Seller to _____ $ N/A (P)
(see downpayment and trade-in calculation)
Q. (Optional) Gap Contract (to whom paid) _____ $ N/A (Q)
R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (R)
S. Other (to whom paid) _____ $ N/A (S)
For _____

Total Cash Price (A through S) $ 25917.63 (1)

2. **Amounts Paid to Public Officials**
A. License Fees ESTIMATED $ 154.00 (A)
B. Registration/Transfer/Titling Fees $ 88.00 (B)
C. California Tire Fees $ 8.75 (C)
D. Other _____ $ N/A (D)
Total Official Fees (A through D) $ 250.75 (2)

3. **Amount Paid to Insurance Companies**
(Total premiums from Statement of Insurance column a + b) $ N/A (3)

4. ☐ Smog Certification or ☐ Exemption Fee Paid to State $ N/A (4)

5. **Subtotal** (1 through 4) $ 26168.38 (5)

6. **Total Downpayment**
A. Agreed Trade-In Value Yr _____ Make _____ $ N/A (A)
Model _____ Odom _____
VIN _____
B. Less Prior Credit or Lease Balance $ N/A (B)
C. Net Trade-In (A less B) (indicate if a negative number) $ N/A (C)
D. Deferred Downpayment $ N/A (D)
E. Manufacturer's Rebate $ 2500.00 (E)
F. Other _____ $ N/A (F)
G. Cash $ N/A (G)
Total Downpayment (C through G) $ 2500.00 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above) 1020

7. **Amount Financed** (5 less 6) $ 23668.38 (7)

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in N/A
installments of $ N/A $ N/A
from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:
☐ **Name of autobroker receiving fee, if applicable:**
N/A

Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).
You want to buy the credit insurance.

5/2/05 [redacted] 49
Date Age

X _____ _____
Date Co-Buyer Signature Age

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.
Term N/A Mos. N/A
Name of Gap Contract
I want to buy a gap contract.
Buyer Signs X N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.
1K Company N/A
Term _____ Mos. or _____ Miles
1L Company N/A
Term N/A Mos. or N/A Miles
1M Company N/A
Term N/A Mos. or N/A Miles
1N Company N/A
Term N/A Mos. or N/A Miles
1O Company N/A
Term N/A Mos. or N/A Miles
Buyer X N/A

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the ba[redacted]nable to assign this contract to a financial institution will apply.
X _____ X _____
Buyer Co-Buyer

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign [redacted]
Buyer Signs
Co-Buyer Signs X

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
[redacted]NDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.
[redacted] X _____

Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with the Trade-In Vehicle. You represent that you have given a true payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above in item 6B as "Prior Credit or Lease Balance," you must pay Seller the excess on demand. If the payoff amount is less than the amount shown above in item 6B as "Prior Credit or Lease Balance," Seller will refund the difference to you.
N/A N/A
Buyer X _____ Co-Buyer X _____

7. Amount Financed (5 less 6) $ [illegible] (7)

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in N/A
installments of $ N/A $ N/A
from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable:
N/A

1L Company N/A
Term N/A Mos. or N/A Miles
1M Company N/A
Term N/A Mos. or N/A Miles
1N Company N/A
Term N/A Mos. or N/A Miles
1O Company N/A
Term N/A Mos. or N/A Miles
Buyer X N/A

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on [redacted] able to assign this contract to a financial institution will apply.
Buyer X Co-Buyer X

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign [redacted]
Buyer Signs
Co-Buyer Signs X

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

[redacted] UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

[redacted] X _____

Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with the Trade-In Vehicle. You represent that you have given a true payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above in item 6B as "Prior Credit or Lease Balance," you must pay Seller the excess on demand. If the payoff amount is less than the amount shown above in item 6B as "Prior Credit or Lease Balance," Seller will refund the difference to you.
N/A N/A

Buyer X _____ Co-Buyer X _____

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, [redacted]

[redacted] Co-Buyer Signature X _____

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

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

[redacted] Date 05/02/2009 Co-Buyer Signature X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date _____ Guarantor X _____ Date _____
Address _____ Address _____

Seller Signs THEODORE ROBINS FORD Date 05/02/2009 By X _____ Title _____

LAW® FORM NO. 553-CA-ARB (REV. 5/08) U.S. PATENT NO. D460,782
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THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

ORIGINAL LIENHOLDER

1. **FINANCE CHARGE AND PAYMENTS**

a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Creditor - Seller may receive part of the Finance Charge.

b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.

c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) $25 if the original Amount Financed does not exceed $1,000, (2) $50 if the original Amount Financed is more than $1,000 but not more than $2,000, or (3) $75 if the original Amount Financed is more than $2,000.

2. **YOUR OTHER PROMISES TO US**

a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

> **GAP LIABILITY NOTICE**
> In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional gap contract (debt cancellation contract) for coverage of the gap amount may be offered for an additional charge.

b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

c. **Security Interest.**
You give us a security interest in:
- The vehicle and all parts or goods installed on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle.

d. **Insurance you must have on the vehicle.**
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge equal to the Annual Percentage Rate shown on the

f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on the face of this contract, not to exceed the highest rate permitted by law, until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. **WARRANTIES SELLER DISCLAIMS**
If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.
This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. **Used Car Buyers Guide. 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.**
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. **Applicable Law**
Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

7. **Warranties of Buyer.** You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.
Default means:
- You do not pay any payment on time;
- You give false, incomplete, or misleading information on a credit application;
- You start a proceeding in bankruptcy or one is started against you or your property;
- The vehicle is lost, damaged or destroyed; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed $15 if any check you give to us is dishonored.

d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel

a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.

b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.

c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.

d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

ARBITRATION CLAUSE
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or any other organization that

because you defaulted.

c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed $15 if any check you give to us is dishonored.

d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.

b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.

c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.

d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

ARBITRATION CLAUSE
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $2500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Clause, then the provisions of this Arbitration Clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is $0 or against a party is in excess of $100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Seller assigns its interest in this contract to _____ (Assignee) at (address) _____ under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

Seller _____ By _____ Title _____

Form No. 553-CA-ARB 5/08

CUSTOMER #: 5890416

281315

INVOICE

DUPLICATE 1
PAGE 1

Power Ford of Tustin
#2 AUTO CENTER DR. · TUSTIN, CA 92782
(714) 832-3300
www.powerdirect.com

[redacted]
IRV, CA [redacted]
HOME: CONT: [redacted]
BUS: CELL: [redacted] SERVICE ADVISOR: 9231 WILLIAM LYMAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	09	FORD ESCAPE	1FMCU03G19K[redacted]		31296/31296	T9419

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11NOV11 DD		11NOV2011	17:00 03JUN13			CASH	05JUN13

R.O. OPENED	READY	OPTIONS:
08:53 01JUN13	14:28 05JUN13	DLR:05414 ENG:3.0_Liter_DURATEC

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S ENGINE WILL STALL INTERMITENTLY, ONCE PER MONTH OR SO, CK FOR CODES, CK AND ADVISE

CAUSE:

EN001 C/S ENGINE WILL STALL INTERMITENTLY, ONCE PER MONTH OR SO, CK FOR CODES, CK AND ADVISE
9313 WF (N/C)

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

9000D EVAPORATIVE EMISSIONS SYSTEM STATIC PRESSURE LEAK TEST - DIAGNOSIS - L
9313 WF (N/C)

9000D1 EVAPORATIVE EMISSIONS SYSTEM LEAK TEST - DIAGNOSIS - L
9313 WF (N/C)

9000D2 EVAPORATIVE EMISSIONS SYSTEM RE-TEST - DIAGNOSIS - L
9313 WF (N/C)

12650D22 VAPOR MANAGEMENT VALVE / CANISTER PURGE VALVE - REPLACE (9C047/9C915/9D289/9G271/9J451) - L
9313 WF (N/C)

FC: A99 PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00769

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
CUSTOMER PAY DEDUCTIBLE FOR LINE A 76.22

31296 9313- 9000D 0.4, 9000D1 0.4, 9000D2 0.1, 12650D22 0.5 VERIFY THE CONCERN. HOOK UP TO IDS. EEC TEST OBTAIN CODE P0457. PERFORM EVAP TEST FAIL. PRESSURIZED VEHICLE FAIL. HOOK UP TO SMOKE MACHINE FOUND PURGE VALVE LEAKING. REMOVED AND REPLACED PURGE VALVE. RETEST EVAP PASS. RETEST OK.

****

B MULTI-POINT VEHICLE INSPECTION AUTHORIZED BY CUSTOMER, TIRE PRESSURE READINGS: RF LF RR LR

B.A.R. #AG126349
E.P.A. #CA0000195214

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

(signature or initials)

"By law you may choose another facility to perform any needed repairs or adjustments which the smog check test indicates are necessary."

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE. ALL NEW REPLACEMENT PARTS AND LABOR HAVE A LIMITED WARRANTY FOR 12,000 MILES OR 12 MONTHS, WHICHEVER COMES FIRST.

PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.

STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

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

X
CUSTOMER SIGNATURE

CUSTOMER COPY

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CUSTOMER #: 5890416

281315

INVOICE

DUPLICATE 1
PAGE 2

Power Ford of Tustin
#2 AUTO CENTER DR. · TUSTIN, CA 92782
(714) 832-3300
www.powerdirect.com

[redacted]
IRV, CA[redacted]
HOME: CONT: [redacted]
BUS: CELL: [redacted]

SERVICE ADVISOR: 9231 WILLIAM LYMAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	09	FORD ESCAPE	1FMCU03G19K[redacted]		31296/31296	T9419

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11NOV11 DD		11NOV2011	17:00 03JUN13			CASH	05JUN13

R.O. OPENED	READY	OPTIONS:
08:53 01JUN13	14:28 05JUN13	DLR:05414 ENG:3.0_Liter_DURATEC

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
MULTI-A MULTI-POINT VEHICLE INSPECTION AUTHORIZED BY CUSTOMER, TIRE PRESSURE READINGS: RF_____ LF_____ RR_____ LR_____			
9313 CF		0.00	0.00
GBATT BATTERY CHECKED AND OK AT THIS TIME			
9313 CF		0.00	0.00
GTIRE CHECKED TIRES OK 7/32 OR GREATER			
9313 CF		0.00	0.00
GBK CHECKED BRAKES OK			
9313 CF		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
**********			
C** REPROGRAM PCM AND CLEAN T-BODY			
EN001 REPROGRAM PCM AND CLEAN T-BODY			
9313 CF		192.00	192.00
1 10431 INTAKE CLEANER	3.95	3.95	3.95
PARTS: 3.95 LABOR: 192.00 OTHER: 0.00 TOTAL LINE C:			195.95
31296 9313- 1.5 CLEAN THROTTLE BODY AND REPROGRAM PCM AS PER STALLING CONCERN.			
**********			

EST: 127.98 01JUN13 08:53 SA: 9231

EST: 106.06 03JUN13 10:50 SA: 9231
CONTACT: JIM

EST: 298.06 03JUN13 11:41 SA: 9231
CONTACT: JIM

THANK YOU FOR YOUR BUSINESS. IF YOU ARE NOT COMPLETELY SATISFIED FOR ANY REASON, CONTACT SERVICE DIRECTOR KEVIN BEGANE

B.A.R. #AG126349
E.P.A. #CA0000195214

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

(signature or Initials)

"By law you may choose another facility to perform any needed repairs or adjustments which the smog check test indicates are necessary."

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE. ALL NEW REPLACEMENT PARTS AND LABOR HAVE A LIMITED WARRANTY FOR 12,000 MILES OR 12 MONTHS, WHICHEVER COMES FIRST.

PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.

STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

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

X
CUSTOMER SIGNATURE

CUSTOMER COPY

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CUSTOMER #: 5890416

281315

INVOICE

DUPLICATE 1
PAGE 3

Power Ford of Tustin
#2 AUTO CENTER DR. · TUSTIN, CA 92782
(714) 832-3300
www.powerdirect.com

[redacted]
IRV, CA [redacted]
HOME:
BUS:
CONT: [redacted]
CELL: [redacted]
SERVICE ADVISOR: 9231 WILLIAM LYMAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	09	FORD ESCAPE	1FMCU03G19K[redacted]		31296/31296	T9419

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11NOV11 DD		11NOV2011	17:00 03JUN13			CASH	05JUN13

R.O. OPENED	READY	OPTIONS:
08:53 01JUN13	14:28 05JUN13	DLR:05414 ENG:3.0_Liter_DURATEC

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

193.95
76.22
$272.49

Marc Johnson
631-3734
Job 97716
X

Case 2789433

PAID
VMC AMEX
DISC ELECTRONIC
JUN 05 2013
OK

0.32

B.A.R. #AG126349
E.P.A. #CA0000195214

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(signature or initials)

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PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.

STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

DESCRIPTION	TOTALS
LABOR AMOUNT	192.00
PARTS AMOUNT	3.95
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	76.22
TOTAL CHARGES	272.17
LESS INSURANCE	0.00
SALES TAX	0.32
PLEASE PAY THIS AMOUNT	272.49

X
CUSTOMER SIGNATURE

CUSTOMER COPY

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CUSTOMER #: 5890416

283179

INVOICE

AutoNation

AutoNation Ford Tustin

#2 AUTO CENTER DR. · TUSTIN, CA 92782
(714) 832-3300
www.autonation.com

[redacted]

IRV, CA [redacted]
HOME: CONT: [redacted]
BUS: CELL: [redacted]

PAGE 1

SERVICE ADVISOR: 8533 LOUIE DEMARCO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD ESCAPE	1FMCU03G19K[redacted]	[redacted]	33257/33257	T8776

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11NOV11 DD		11NOV2011	17:00 12JUL13			CASH	12JUL13

R.O. OPENED	READY	OPTIONS:
12:43 08JUL13	14:05 12JUL13	DLR:05414 ENG:3.0_Liter_DURATEC

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER HAS RETURNED BECAUSE WILL STALL COMING TO A STOP AND DOES
RESTART CK AND REPORT
CAUSE: F
12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
8954 WF (N/C)
1 DS7Z*9E926*D THROTTLE BODY AND MOTOR ASY (N/C)
12650D45 EEC SYSTEM - DIAGNOSTIC PIN POINT TEST -
L
8954 WF (N/C)
12650D80 PID RECORDER/MONITOR TEST - L
8954 WF (N/C)
9926A THROTTLE BODY - AIR INTAKE - REPLACE
(9E926) - L
8954 WF (N/C)
12650DX1 EEC SYSTEM DIAGNOSIS - (QUICK TEST) - L
EXTRA TIME TO REPEAT FINAL QUICK TEST
8954 WF (N/C)
A99 AS PER FORD MOTOR COMPANY AUTH CIODE M03Z5
8954 WF (N/C)
FC: E29 PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00386
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
33257 THROTTLE BODY 8954 1.2 (W) EEC TEST DTC P2111. THROTTLE
ACTUATOR STUCK. CHECKED OASIS, NO MESSAGES FOR THIS CONCERN. PERFORMED
PINPOINT TEST DV FROM PCED MANUAL. MONITORED PEDAL AND THROTTLE PLATE
POSITION PIDS. NO FAULTS. FOUND THROTTLE ACTUATOR FAULTY. REPLACED
THROTTLE BODY. RESET PCM MEMORY. ROAD TEST 8 MILES AFTER REPAIRS.
VEHICLE NEVER STALLED. RPM STAYED WITHIN DESIRED RANGE AT ALL TIMES. NO
FURTHER FAULTS PRESENT AT THIS TIME.
****
B MULTI POINT INSPECTION
99P MULTI POINT INSPECTION

B.A.R. #AG126349
E.P.A. #CA0000195214

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

(signature or Initials)

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STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

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

X
CUSTOMER SIGNATURE

CUSTOMER COPY

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CUSTOMER #: 5890416

283179

INVOICE

AutoNation

AutoNation Ford Tustin

#2 AUTO CENTER DR. · TUSTIN, CA 92782
(714) 832-3300
www.autonation.com

[redacted]

IRV, CA [redacted]

PAGE 2

HOME: CONT: [redacted]

BUS: CELL: [redacted] SERVICE ADVISOR: 8533 LOUIE DEMARCO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	09	FORD ESCAPE	1FMCU03G19K[redacted]	[redacted]	33257/33257	T8776

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11NOV11 DD		11NOV2011	17:00 12JUL13			CASH	12JUL13

R.O. OPENED	READY	OPTIONS:
12:43 08JUL13	14:05 12JUL13	DLR:05414 ENG:3.0_Liter_DURATEC

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
8954 CF		0.00	0.00
GBATT BATTERY CHECKED AND OK AT THIS TIME			
8954 CF		0.00	0.00
GBK CHECKED BRAKES OK			
8954 CF			
GTIRE CHECKED TIRES OK 7/32 OR GREATER			
8954 CF			

[redacted]

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

****

C** THE WORKS MOTORCRAFT OIL& FILTER CHANGE 5 QTS ONLY ROTATE TIRES INSPECT BRAKES INSPECT FILTERS INSPECT BRAKES CK BELTS AND HOSES TOP OFF FLUIDS INSPECT TIRES SOME VEHICLES EXTRA

WORKS THE WORKS MOTORCRAFT OIL& FILTER CHANGE 5 QTS ONLY ROTATE TIRES INSPECT BRAKES INSPECT FILTERS INSPECT BRAKES CK BELTS AND HOSES TOP OFF FLUIDS INSPECT TIRES SOME VEHICLES EXTRA

3637 CF		20.05	20.05
1 AA5Z*6714*B FILTER ASY - OIL	8.69	6.00	6.00
6 XO*5W20*DSP OIL - ENGINE	3.50	3.50	21.00
1 OW EPA CHARGE	1.06	1.06	1.06

PARTS: 28.06 LABOR: 20.05 OTHER: 0.00 TOTAL LINE C: 48.11

33257 0.9 3637 PERFORMED LOF AND TIRE ROTATION SERVICE

****

EST: 49.95 12JUL13 08:43 SA: 8533

THANK YOU FOR YOUR BUSINESS. IF YOU ARE NOT COMPLETELY SATISFIED FOR ANY REASON , CONTACT SERVICE DIRECTOR KEVIN BEGANE

AMEX

JUL 13 2012

CASH

2.16

B.A.R. #AG126349
E.P.A. #CA0000195214

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

(signature or initials)

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PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.

STORE HOURS
MON.-FRI.
7:00 A.M. TO 7:00 P.M.
SATURDAY
7:00 A.M. TO 5:00 P.M.

DESCRIPTION	TOTALS
LABOR AMOUNT	20.05
PARTS AMOUNT	28.06
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	48.11
LESS INSURANCE	0.00
SALES TAX	2.16
PLEASE PAY THIS AMOUNT	50.27

X

CUSTOMER SIGNATURE

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CUSTOMER COPY

5890416

283179

AutoNation

AutoNation Ford Tustin

#2 AUTO CENTER DR. · TUSTIN, CA 92782
(714) 832-3300
www.autonation.com

[redacted]

WORKORDER

IRV, CA [redacted]

PAGE 1

HOME:
BUS:

CONT: [redacted]
CELL:

SERVICE ADVISOR: 8533 DEMARCO,LOUIE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE	09	FORD ESCAPE	1FMCU03G19K[redacted]	[redacted]	33257/	T8776

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11NOV11 DD		11NOV2011	17:00 08JUL13			CASH	

R.O. OPENED	READY	OPTIONS: DLR:05414 ENG:3.0_Liter_DURATEC
08JUL2013 12:43		

LINE	OP CODE	TECH...	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A	D50		CF	CUSTOMER HAS RETURNED BECAUSE WILL STALL COMING TO A STOP AND DOES RESTART CK AND REPORT
# B	99P		CF	MULTI POINT INSPECTION

THANK YOU FOR YOUR
BUSINESS. IF YOU ARE
NOT COMPLETELY SATISFIED
FOR ANY REASON, CONTACT
KEVIN BEGANE

TECH #	TECH. NO LAST 4 - SOC. SEC.		TECH #	TECH. NO LAST 4 - SOC. SEC.	
CUST. CONCERN CODE			CUST. CONCERN CODE		
OPERATION	TIME	CONDITION	OPERATION	TIME	CONDITION

TECH #	TECH. NO LAST 4 - SOC. SEC.		TECH #	TECH. NO LAST 4 - SOC. SEC.	
CUST. CONCERN CODE			CUST. CONCERN CODE		
OPERATION	TIME	CONDITION	OPERATION	TIME	CONDITION

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____
CUSTOMER SIGNATURE

CUSTOMER COPY

B.A.R. #AG126349 E.P.A. #CA0000195214

5890416

284335

AutoNation

AutoNation Ford Tustin

#2 AUTO CENTER DR. TUSTIN, CA 92782
(714) 832-3300
www.autonation.com

[redacted]

WORKORDER

IRV, CA [redacted]

PAGE 1

HOME:
BUS:

CONT: [redacted]
CELL:

SERVICE ADVISOR: 8533 DEMARCO,LOUIE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE	09	FORD ESCAPE	1FMCU03G19K[redacted]	6HFV414	34006/	T1913

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11NOV11 DD		11NOV2011	17:00 01AUG13			CASH	

R.O. OPENED	READY	OPTIONS: DLR:05414 ENG:3.0_Liter_DURATEC
31JUL2013 18:09		

LINE OP CODE TECH. . . TYPE DESCRIPTIONS/INSTRUCTIONS

A cust states vehicle still stalls out at stops sometimes - maybe once a month - see history

EL001 CF

NOTES: Include: |Notes: |Labor:

THANK YOU FOR YOUR
BUSINESS. IF YOU ARE
NOT COMPLETELY SATISFIED
FOR ANY REASON, CONTACT
KEVIN BEGANE

TECH #	TECH. NO LAST 4 - SOC. SEC.		TECH #	TECH. NO LAST 4 - SOC. SEC.	
CUST. CONCERN CODE			CUST. CONCERN CODE		
OPERATION	TIME	CONDITION	OPERATION	TIME	CONDITION

TECH #	TECH. NO LAST 4 - SOC. SEC.		TECH #	TECH. NO LAST 4 - SOC. SEC.	
CUST. CONCERN CODE			CUST. CONCERN CODE		
OPERATION	TIME	CONDITION	OPERATION	TIME	CONDITION

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____
CUSTOMER SIGNATURE

CUSTOMER COPY

B.A.R. #AG126349 E.P.A. #CA0000195214

[redacted]

[redacted]
Denmark, South Carolina [redacted]

January 22, 2013

Steve Bardell
Legal Analyst-OGC Product Claims
Post Office Box 70
Dearborn, Michigan 48121-0070

2-1-13 JC

Re: Throttle problem-2010 Ford Escape (1FMCU0DG6AK[redacted]

Dear Mr. Bardell:

In reference to your letter dated December 10, 2010, I don't believe you fully understood just what actually took place. My car lost total power and I was attempting to get off the road when this car came up from behind on my right causing a collision. Thankfully, no one was hurt. The police came, of course, and wrote up the incident thus causing the insurance companies to get involved. I followed the instructions of the law and called my insurance, State Farm, who instructed me to get an estimate of the damage to my car so repairs could be made. I then called Jim Hudson Ford in Lexington, S. C., where I purchased the car and have had all my service completed by them. I asked the service repairman about towing the car to Lexington because I feared the car would lose total power again and a worse accident might happen. The repairman said he would call a tow service for me which was done promptly. I also asked the repairman if there was anyone there that I could discuss this problem with but he told me no. He said I would have to contact the company which prompted my call to you.

The next day, my car was towed to Jim Hudson Ford in Lexington, S. C., where the throttle #DS7Z-9E926-A was replaced at a cost of $171.68. The towing cost was $217.00. Thankfully I had an extended warranty to cover the price of the throttle which by rights was Fords problem anyway.

Enclosed please find a copy of the accident report, the invoice from Jim Hudson Ford for the throttle repair (labor), and towing expense. As of this date, January 22, I have not had the repairs done to the exterior of the car.

I am asking that you consider paying my insurance company, State Farm, for damages done to the other car involved, refunding expenses for all repairs done to my car which would be $272.64, and the $500.00 deductible on my insurance. I do not believe that I am asking for more than which is fair, due to the fact that the cause for this expense was a Ford product issue.

I will be expecting a reply from you within fifteen days at which time I will seek further counsel.

Thank you for your immediate attention to this issue. I can be reached at 1-803-793-1676 if you have further questions.

Sincerely, a concerned customer

[redacted]

Office of the General Counsel

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

December 10, 2012

[redacted]
Denmark, SC [redacted]

RE: 2010 Escape
1FMCU0DG6AK[redacted]
Incident date: 11/20/2012

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 your request for compensation regarding your vehicle. Your insurance carrier may file a subrogation claim with Ford Motor Company if they choose to do so. Ford proposes no further action.

We encourage you to address any vehicle 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 above address or 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 giving us the opportunity to review your concern.

Respectfully yours,

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

Mail FR-10 to: Office of Financial Responsibility
SC Department of Public Safety
PO Box 1498, Columbia, SC 29216

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
FR-10 (REV. 06/01)
NOTICE OF REQUIREMENT

Date	Time	County	1- Interstate 2- US Primary 3- SC Primary 4- Secondary 5- County	Collision Location (Rt. # / Name)	0-Main line 2-Alternate 5-Spur 6-Connection 7-Business	Miles:	Dir. N E S W	In / Near City or Town of:
2-20-2012	800	05		5 Carolina Hwy (321-US)		Ø		Denmark

To Vehicle Owner/ Operator 2

Failure to comply could result in appropriate action under 56-10-270 and 56-10-20 of the 1976 code of laws of S.C. as amended, if vehicle subject to registration in S.C., and upon conviction thereof, the Department must suspend your driving and/or registration privileges until all compliances have been met under the above sections of law.

P- 701666 [redacted]

Unit #	Sex	Race	Street/R.F.D.
1	F	B	[redacted]

Birth Date	City, State, & Zip	State	Driver's License #	Insurance Company
[redacted]	Denmark SC [redacted]	SC	[redacted]	Allstate

Year	Body	Vehicle Make	VIN #	State	Year	License Plate #	Owner's D.L. #
2006	4S	Dodge	2B3KA43G56H [redacted]	SC	2013	[redacted]	[redacted]

Home Telephone	Bus. Telephone	Street/R.F.D.	Contributed To Collision	City, State, & Zip
( ) [redacted]	[redacted]	1882 Locust Ave	Yes (No)	Denmark SC 29042

P- 701667 Driver/Pedestrian's Full Name [redacted]

Unit #	Sex	Race	Street/R.F.D.
2	M	W	[redacted]

Birth Date	City, State, & Zip	State	Driver's License #	Insurance Company
[redacted]	Denmark SC [redacted]	SC	[redacted]	State Farm

Year	Body	Vehicle Make	VIN #	State	Year	License Plate #	Owner's D.L. #
2010	SU	Ford	1FMCU0G6[illegible] [redacted]	SC	2013	[redacted]	

Home Telephone	Bus. Telephone	Street/R.F.D.	Contributed To Collision	City, State, & Zip
[redacted]	( )	5961 Carolina Hwy	(Yes) No	Denmark SC [redacted]

[redacted]

P- 701668 Driver/Pedestrian's Full Name

Unit #	Sex	Race	Street/R.F.D.

Birth Date	City, State, & Zip	State	Driver's License #	Insurance Company

Year	Body	Vehicle Make	VIN #	State	Year	License Plate #	Owner's D.L. #

Home Telephone	Owner's Full Name	Bus. Telephone	Street/R.F.D.	Contributed To Collision	City, State, & Zip
( )		( )		Yes No	

All Units Insurance Information
(to be completed by Investigating Officer)

Accident Insurance Information for Unit # 1

Company Name	Area Code/Phone Number	Agency Name	Policy Number
Allstate	(1800) 255-7828	Allstate	[redacted]

Accident Insurance Information for Unit # 2

Company Name	Area Code/Phone Number	Agency Name	Policy Number
State Farm	(803) 793-3321	JL Harrison	083-2922-COA-40C

Accident Insurance Information for Unit # 2

Company Name	Area Code/Phone Number	Agency Name	Policy Number
	( )		

Insurance Information

Notice of Requirement Accepted → Signature: [signature]

Y N Refused to Affix Signature?
Y N Vehicle Subject to Registration in SC?

To Be Completed By Insurance Agency, Broker, Or Other Company Representative

Reference to Unit #:_____, I hereby affirm that to the best of my knowledge the vehicle described above was insured by the below stated Insurance company on the date of the collision.

The information as contained herein is based solely upon my knowledge and belief as a representative of the above insurance company and no warranty of liability is imputed into the above mentioned insurance as I have listed herein.

Insurance Company	Policy #:	Signature	Title

Beginning Date:	Ending Date:	Policy Holder:	NAIC# (Assigned by S.C. Dept. of Ins.)	Bus. Telephone
				( )

Notice: Failure to have this form completed by your insurance broker, agent, or representative and returned to the South Carolina Department of Public Safety within 15 days may result in suspension of your driving and/or registration privileges.

If any of the below are applicable, disregard the above portion.

- [ ] Check here if a Form SR-23, Fleet Policy of 25 or more vehicles is on file with the Department covering the vehicle.
- [ ] Check here if a certificate of self-insurance has been issued by the Department covering the vehicle and indicate the certificate number: SI-_____
- [ ] Check here if liability insurance was not in effect to comply with South Carolina statutory requirements.

Signature: _____ Date: _____

Form FR-10 Not Issued: Section 56-10-270 / 56-10-520

No FR-10 Issued to Operator/Owner of Unit #: _____

Summons Issued to:

For operating or allowing the operation of an uninsured vehicle — Summons Number: _____ Signature: _____

Investigating Officer's Name	Rank	Badge #	Code	Date	Reviewer's Name	Rank	Internal Agency Code
[illegible]	Lt	103	SC050000	11-20-2012			

JIM HUDSON CARS OF LEXINGTON, S.C. LLC dba

1201 W. Main St.
LEXINGTON, S.C. 29072
(803) 359-4114
Service Direct Line (803) 951-8199

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
42891	JONATHAN KEY 583		11/21/12	FOCS71170

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
	[redacted]	57,438	GOLD/	D8010

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/ESCAPE/4DR FWD XLT	10/06/10	16,151

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 0 D G 6 A K [redacted]	801078	03/16/10

F. T. E. NO.	P. O. NO.	R. O. DATE
		11/21/12

[redacted]

DENMARK, SC [redacted]

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
[redacted]		MO: 57438

JOB# 4 CHARGES----------

LABOR----------

MISC------CODE--------DESCRIPTION----------CONTROL NO---------		
JOB # A	ES COMPLIANCE COST RECOVERY	2.00
JOB # A	SS SHOP SUPPLIES	10.76
	TOTAL - MISC	12.76

COMMENTS----------
TOW IN
AUTH# 36732141B
AMT 297.39

TOTALS----------

TOTAL LABOR....	153.69
TOTAL PARTS....	174.37
TOTAL SUBLET...	217.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	12.76
TOTAL MISC DISC	-297.39
TOTAL TAX.....	12.21
TOTAL INVOICE $	**272.64**

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [X] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

FORD ESCAPE X.L.T.
NOV 20th 2010
57th miles

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES 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 THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

TERMS: CASH UNLESS ARRANGEMENTS MADE.

PARTS & SERVICE HOURS

MONDAY - FRIDAY
7:30 A.M. TO 6:00 P.M.

SATURDAY
7:30 A.M. TO 3:00 P.M.

Thank you!

The Reynolds and Reynolds Company ERAINTINVE CC702867 Q (05/11)

JIM HUDSON CARS OF LEXINGTON, S.C. LLC dba

1201 W. Main St.
LEXINGTON, S.C. 29072
(803) 359-4114
Service Direct Line (803) 951-8199

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
42891	JONATHAN KEY 583		11/21/12	FOCS71170

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

[redacted] 4DR FWD XLT		10/06/10	16,151
VEHICLE I.D. NO.		SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 0 D G 6 A K [redacted]		801078	03/16/10
F.T.E. NO.	P.O. NO.	R.O. DATE	
		11/21/12	

[redacted]
DENMARK, SC [redacted]

[redacted] BUSINESS PHONE

COMMENTS

MO: 57438

JOB# 1 CHARGES

LABOR
J# 1 10FOZ DRIVEABILITY UNITS: 1.50 TECH(S):516 138.69
CUSTOMER STATES VEHICLE LOST POWER, PEDAL UNRESPONSIVE,
CHECK ENGINE LIGHT, WRENCH LIGHT ON
ids-test,po2111 replaced t-body
reset kam roadtest

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
	1		DS7Z-9E926-A	THROTTL	171.68	171.68
				TOTAL - PARTS		171.68

SUBLET	PO#	VEND	INV#	INV.DATE	DESCRIPTION	
	71170		44691	11/21/12	TOW BILL	217.00
					TOTAL - SUBLET	217.00

MISC	CODE	DESCRIPTION	CONTROL NO	
	EW	JMA EXTENDED WARRANTY	71170	-297.39
			TOTAL - MISC	-297.39

JOB# 1 TOTALS

LABOR	138.69
PARTS	171.68
SUBLET	217.00
MISC	-297.39
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL	229.98

JOB# 2 CHARGES

LABOR
J# 2 99FOZ099P MULTI POINT INSP UNITS: TECH(S):516 0.00
PERFORM MULTI-POINT INSPECTION
COMPLETE

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
J# 3+51FOZ06 TAILLIGHTS UNITS: TECH(S):516 15.00
CUSTOMER STATES REPLACE 3RD BRAKE LIGHT
REPLACED 1 3RD STOPLAMP BULB

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
	1		E5RY-13466-B	BULB	2.69	2.69
				TOTAL - PARTS		2.69

JOB# 3 TOTALS

LABOR	15.00
PARTS	2.69
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL	17.69

DISCLAIMER OF WARRANTIES

THE ONLY WARRANTIES, IF ANY APPLYING TO THESE PARTS, AND FOR SERVICES ARE THOSE OFFERED BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES 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 THESE PARTS AND/OR SERVICES. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

TERMS: CASH UNLESS ARRANGEMENTS MADE.

PARTS & SERVICE HOURS

MONDAY - FRIDAY
7:30 A.M. TO 6:00 P.M.

SATURDAY
7:30 A.M. TO 3:00 P.M.

Thank you!

The Reynolds and Reynolds Company ERAINTINVE CC702867 Q (05/11)

 [CONTINUED ON NEXT PAGE] 05:05pm

Case Print Report

Case Number CAS-1922917-J9J5J0

Case Opened Date 12/7/2012 12:11 PM

Case Closed Date

Case Status Active

Case Last Modified 12/7/2012 12:15 PM

Responsible Team Tier 1 Inbound

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

FORD MOTOR COMPANY
RECEIVED
CLAIMS DEPT
DEC 1 0 2012
OFFICE OF THE
GENERAL COUNSEL

Customer Name [redacted]

Customer Number [redacted]

[redacted]

DENMARK SC [redacted]

Email

Dealer Jim Hudson Ford

VIN 1FMCU0DG6AK[redacted]

Year 2010 **Make** FORD

Model ESCAPE **Body Style** U0D - XLT 4X2 4-DR

Symptom

Level 1 Driving Performance

Level 2 Lack/Loss of Power

Level 3 Cruise/ Steady Speed

Level 4 Always

Case Print Report

Case Number CAS-1922917-J9J5J0

Agent Name	Note Last Modified
FordCRMAppUserAccount CRM	12/7/2012 12:15 PM

CUST SAID:
-CUST SAID THAT THROTTLE CONTROL DIED WHICH CAUSED VEH TO DIED AND CAUSED CUST TO GET INTO ACCIDENT WITH ANOTHER CAR TRYING TO PULL OFF OF THE ROAD
-CUST WAS CHARGED $260 FOR PART TO BE REPAIRED
-CUST DOESNT WANT TO PAY FOR ACCIDENT DUE TO THROTTLE CONTROL DYING AND REPAIRS AT DLR

***DLIR INFO: Jim Hudson Ford Schedule Service Jim Hudson Ford
1201 West Main Street
Lexington, SC 29072
(803) 359-4114

CRC ADV:
Accidents

1. Date of the accident 11/20/12
2. What the customer is alleging the product defect is that caused Accident - YES
3. If there were any injuries sustained - NO
4. Location of the vehicle when the accident occurred- YES
5. Whether or not there was a police report filed.- YES
6. If a police report was filed, what the findings were.- NO ONE WAS CHARGED
7. The police report number and the city or county in which the report was filed. - DENMARK SC
8. Whether or not the customer has filed a claim with their Insurance Company.-YES
9. If a claim has been filed with the insurance company, what is the status of the claim. - ADJUSTER GAVE CUST ESTIMATE OF $800 ROUGHLY
10. Whether or not the vehicle is repairable.- YES
11. Name and address of customer's attorney (only if the customer mentions they have sought one).
12. What the customer is seeking -CUST IS SEEKING FOR FORD TO COVER REPAIR OF VEH DUE TO ACCIDENT

I will forward your information to Ford's Office of the General Counsel. You should receive a written response within 15 Days business days to your concern.

[redacted]

DAVID J. GORBERG & ASSOCIATES, P.C.

32 PARKING PLAZA
SUITE 700
ARDMORE, PA 19003

1-800-MY-LEMON
1-800-695-3666

215-665-7660
FAX 215-563-8738

www.MyLemon.com

DAVID J. GORBERG†
LAURA L. APPLEGATE
COURTNEY L. SOFIA*
EDWARD B. FEINER*

*MEMBER OF PA AND NJ BARS
†MEMBER OF PA AND NY BARS

NEW JERSEY OFFICE
208 KINGS HIGHWAY SOUTH
CHERRY HILL, NJ 08034
(856) 354-2119

PITTSBURGH OFFICE
1900 ALLEGHENY BLDG.
429 FORBES AVENUE
PITTSBURGH, PA 15219
412-894-9970
FAX 412-894-9983

August 6, 2012

Ford Motor Company
c/o CT Corporation
820 Bear Tavern Road
West Trenton, NJ 08628

RE: [redacted] - VS - FORD MOTOR COMPANY
DOCKET: UNN - L - 2672 - 12

Dear Sir/Madam:

Enclosed please find the Track Assignment Notice and a copy of the Civil Action Complaint and Summons, the original of which have been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within thirty-five (35) days from your receipt of this letter or a default judgment may be entered against you.

Very truly yours,

Edward B. Feiner

EBF/jm
Enclosure

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

RECEIPT NO.: 7011 3500 0000 1161 4143

Appendix XII-B1

CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial Law Division
Civil Part pleadings (not motions) under *Rule* 4:5-1
Pleading will be rejected for filing, under *Rule* 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed

FOR USE BY CLERK'S OFFICE ONLY
PAYMENT TYPE: ☐ CK ☐ CG ☐ CA
CHG/CK NO.
AMOUNT:
OVERPAYMENT:
BATCH NUMBER:

ATTORNEY / PRO SE NAME	TELEPHONE NUMBER	COUNTY OF VENUE
EDWARD B. FEINER	(856) 797-0703	Union

FIRM NAME (if applicable)	DOCKET NUMBER (when available)
DAVID J. GORBERG & ASSOCIATES, P.C.	UNN - L 2672 12
OFFICE ADDRESS 208 KINGS HIGHWAY SOUTH CHERRY HILL, NJ	DOCUMENT TYPE COMPLAINT JURY DEMAND ■ YES ☐ NO

UNN

NAME OF PARTY (e.g., John Doe, Plaintiff)	CAPTION
TINA L. KAUFMANN & HARRY J. KAUFMANN PLAINTIFFS	TINA L. KAUFMANN AND HARRY J. KAUFMANN - VS - FORD MOTOR COMPANY
CASE TYPE NUMBER (See reverse side for listing) 512 LEMON LAW	IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ■ NO IF YOU HAVE CHECKED "YES," SEE *N.J.S.A.* 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.
RELATED CASES PENDING? ☐ YES ■ NO	IF YES, LIST DOCKET NUMBERS
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? ☐ YES ■ NO	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) ■ NONE ☐ UNKNOWN

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP?	IF YES, IS THAT RELATIONSHIP:
■ YES ☐ NO	☐ EMPLOYER/EMPLOYEE ☐ FRIEND/NEIGHBOR ☐ OTHER (explain) ☐ FAMILIAL ■ BUSINESS

DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? ■ YES ☐ NO

USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION

DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? ☐ YES ■ NO	IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION
WILL AN INTERPRETER BE NEEDED? ☐ YES ■ NO	IF YES, FOR WHAT LANGUAGE?

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b).

ATTORNEY SIGNATURE:

Side 2

CIVIL CASE INFORMATION STATEMENT
(CIS)

Use for initial pleadings (not motions) under *Rule* 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

151 NAME CHANGE
175 FORFEITURE
302 TENANCY
399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
502 BOOK ACCOUNT (debt collection matters only)
505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
506 PIP COVERAGE
510 UM or UIM CLAIM (coverage issues only)
511 ACTION ON NEGOTIABLE INSTRUMENT
512 LEMON LAW
801 SUMMARY ACTION
802 OPEN PUBLIC RECORDS ACT (summary action)
999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

305 CONSTRUCTION
509 EMPLOYMENT (other than CEPA or LAD)
599 CONTRACT/COMMERCIAL TRANSACTION
603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
605 PERSONAL INJURY
610 AUTO NEGLIGENCE – PROPERTY DAMAGE
621 UM or UIM CLAIM (includes bodily injury)
699 TORT – OTHER

Track III - 450 days' discovery

005 CIVIL RIGHTS
301 CONDEMNATION
602 ASSAULT AND BATTERY
604 MEDICAL MALPRACTICE
606 PRODUCT LIABILITY
607 PROFESSIONAL MALPRACTICE
608 TOXIC TORT
609 DEFAMATION
616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
617 INVERSE CONDEMNATION
618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
303 MT. LAUREL
508 COMPLEX COMMERCIAL
513 COMPLEX CONSTRUCTION
514 INSURANCE FRAUD
620 FALSE CLAIMS ACT
701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Centrally Managed Litigation (Track IV)

285 STRYKER TRIDENT HIP IMPLANTS
288 PRUDENTIAL TORT LITIGATION
289 REGLAN
290 POMPTON LAKES ENVIRONMENTAL LITIGATION
291 PELVIC MESH/GYNECARE
292 PELVIC MESH/BARD
293 DEPUY ASR HIP IMPLANT LITIGATION
295 ALLODERM REGENERATIVE TISSUE MATRIX
623 PROPECIA

Mass Tort (Track IV)

266 HORMONE REPLACEMENT THERAPY (HRT)
271 ACCUTANE/ISOTRETINOIN
274 RISPERDAL/SEROQUEL/ZYPREXA
278 ZOMETA/AREDIA
279 GADOLINIUM
281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL
282 FOSAMAX
284 NUVARING
286 LEVAQUIN
287 YAZ/YASMIN/OCELLA
601 ASBESTOS

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics.

Please check off each applicable category ☐ **Putative Class Action** ☐ **Title 59**

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **Edward B. Feiner** Attorney for Plaintiff
208 KINGS HIGHWAY SOUTH
CHERRY HILL, NJ 08034
(856)797-0703

TINA L. KAUFMANN AND	: SUPERIOR COURT OF NEW JERSEY
HARRY J. KAUFMANN	:
229 NORTH 16TH STREET	: LAW DIVISION
KENILWORTH, NJ 07033	: UNION COUNTY
	:
vs.	: DOCKET NO. UNN - L -
	:
FORD MOTOR COMPANY	: UNNL 2672 12
c/o CT CORPORATION	: CIVIL ACTION
820 BEAR TAVERN ROAD	:
WEST TRENTON, NJ 08628	: SUMMONS

FROM THE STATE OF NEW JERSEY, to the Above Named Defendant(s):

The plaintiff names above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the superior court in the county listed above within 35 days from the date you received the summons, not counting the date you receive it. (The address of each deputy clerk of Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of Superior Court, Hughes Justice Complex, P O Box 971, Trenton, N.J. 08625-0971. A filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is names above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of $135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of the suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Dated: JULY 19, 2012

Jennifer M. Perez, Acting, Clerk of the Superior Court

Name of defendant to be served: FORD MOTOR COMPANY
Address for service: c/o CT CORPORATION
820 BEAR TAVERN ROAD
WEST TRENTON, NJ 08628

ATLANTIC COUNTY

Deputy Clerk of the Superior Court
Civil Division, Direct Filing
1201 Bacharach Blvd., First Fl.
Atlantic City, NJ 08401

LAWYER REFERRAL
(609) 345-3444
LEGAL SERVICES
(609) 348-4200

BERGEN COUNTY:

Deputy Clerk of the Superior Court
Case Processing Section, Room 119
Justice Center, 10 Main St.
Hackensack, NJ 07601-0769

LAWYER REFERRAL
(201) 488-0044
LEGAL SERVICES
(201) 487-2166

BURLINGTON COUNTY:

Deputy Clerk of the Superior Court
Central Processing Office
Attn: Judicial Intake
First Fl., Courts Facility
49 Rancocas Rd.
Mt. Holly, NJ 08060

LAWYER REFERRAL
(609) 261-4862
LEGAL SERVICES
(609) 261-1088

CAMDEN COUNTY:

Deputy Clerk of the Superior Court
Civil Processing Office
1st Fl., Hall of Records
101 S. Fifth St.
Camden, NJ 08103

LAWYER REFERRAL
(856) 964-4520
LEGAL SERVICES
(856) 964-2010

CAPE MAY COUNTY:

Deputy Clerk of the Superior Court
9 N. Main Street
Box DN-209
Cape May Court House, NJ 08210

LAWYER REFERRAL
(609) 463-0313
LEGAL SERVICES
(609) 465-3001

CUMBERLAND COUNTY: 60 W. Broad St Bridgeton

Deputy Clerk of the Superior Court
Civil Case Management Office
~~Broad & Fayette Sts., P.O. Box 10~~
~~Bridgeton, NJ 08302~~

LAWYER REFERRAL
(856) 692-6207
LEGAL SERVICES
(856) 451-0003

ESSEX COUNTY:

Deputy Clerk of the Superior Court
50 West Market Street
Room 131
Newark, NJ 07102

LAWYER REFERRAL
(973) 622-6207
LEGAL SERVICES
(973) 624-4500

GLOUCESTER COUNTY:
Superior Court of New Jersey
Gloucester County – Finance Unit
55 Delaware St.
Woodbury, NJ 08096

LAWYER REFERRAL
(856) 848-4589
LEGAL SERVICES P.O. Box 881
(856) 848-5360

HUDSON COUNTY:
Deputy Clerk of the Superior Court
Superior Court, Civil Records Dept.
Brennan Court House-- 1st Floor
583 Newark Ave.
Jersey City, NJ 07306

LAWYER REFERRAL
(201) 798-2727
LEGAL SERVICES
(201) 792-6363

HUNTERDON COUNTY:
Deputy Clerk of the Superior Court
Civil Division
65 Park Avenue
Flemington, NJ 08822

LAWYER REFERRAL
(908) 735-2611
LEGAL SERVICES
(908) 782-7979

MERCER COUNTY:
Deputy Clerk of the Superior Court
Local Filing Office, Courthouse
175 S. Broad Street, P.O. Box 8068
Trenton, NJ 08650

LAWYER REFERRAL
(609) 585-6200
LEGAL SERVICES
(609) 695-6249

MIDDLESEX COUNTY:
Deputy Clerk of the Superior Court
Administration Building
Third Floor
1 Kennedy Sq., P.O. Box 2633
New Brunswick, NJ 08903-2633

LAWYER REFERRAL
(732) 828-0053
LEGAL SERVICES
(732) 249-7600

MONMOUTH COUNTY:
Deputy Clerk of the Superior Court
71 Monument Park
P.O. Box 1269
Freehold, NJ 07728-1269

LAWYER REFERRAL
(732) 431-5544
LEGAL SERVICES
(732) 866-0020

MORRIS COUNTY:
Deputy Clerk of the Superior Court
Civil Division
30 Schuyler Pl., P.O. Box 910
Morristown, NJ 07960-0910

LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 285-6911

OCEAN COUNTY
Deputy Clerk of the Superior Court
Court House, Room 119
118 Washington Street
Toms River, NJ 08754

LAWYER REFERRAL
(732) 240-3666
LEGAL SERVICES
(732) 341-2727

PASSAIC COUNTY:
Deputy Clerk of the Superior Court
Civil Division
Court House
77 Hamilton St.
Paterson, NJ 07505

LAWYER REFERRAL
(973) 278-9223
LEGAL SERVICES
(973) 345-7171

SALEM COUNTY:
Deputy Clerk of the Superior Court
92 Market St., P.O. Box 18
Salem, NJ 08079

LAWYER REFERRAL
(856) 935-5628
LEGAL SERVICES
(856) 451-0003

SOMERSET COUNTY:
Deputy Clerk of the Superior Court
Civil Division Office
40 North Bridge St., 1st floor
P.O. Box 3000
Somerville, NJ 08876

LAWYER REFERRAL
(908) 685-2323
LEGAL SERVICES
(908) 231-0840

SUSSEX COUNTY:
Deputy Clerk of the Superior Court
Sussex County Judicial Center
43-47 High Street
Newton, NJ 07860

LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 383-7400

UNION COUNTY:
Deputy Clerk of the Superior Court
1st Fl., Court House
2 Broad Street
Elizabeth, NJ 07207-6073

LAWYER REFERRAL
(908) 353-4715
LEGAL SERVICES
(908) 354-4340

WARREN COUNTY:
Deputy Clerk of the Superior Court
Civil Division Office
Court House
413 Second Street
Belvidere, NJ 07823-1500

LAWYER REFERRAL
(908) 267-5882
LEGAL SERVICES
(908) 475-2010

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **EDWARD B. FEINER** Attorney for Plaintiff
208 KINGS HIGHWAY SOUTH
CHERRY HILL, N.J. 08034
856-797-0703

RECEIVED / FILED
Superior Court of New Jersey
JUL 30 2012
CIVIL CASE MANAGEMENT
UNION COUNTY

Tina L. Kaufmann and Harry J. Kaufmann	: SUPERIOR COURT OF NEW JERSEY
	: LAW DIVISION
	: UNION COUNTY
vs.	: DOCKET NO. UNN - L-
	:
	: CIVIL ACTION
Ford Motor Company	: COMPLAINT AND JURY TRIAL
	: DEMAND

UNN L 2672 12

1. On or about January 31, 2011, the plaintiffs' purchased the subject automobile, Vehicle Identification No. 1FMCU9DG3BKA30755, from Garden State Auto Group and registered same in the State of New Jersey.

2. The aforementioned subject vehicle was manufactured by this defendant who provided warranties for said vehicle.

3. The use, value and/or safety has been substantially impaired as a result of a defect, condition, or nonconformity of the vehicle.

4. The plaintiff provided the defendant with numerous opportunities to repair the vehicle and the defendant failed to do so and, in the alternative, if they have done so as deemed by the defendant, they have failed to do so in a reasonable time. See Attached records which are incorporated by reference as though more fully set forth herein.

5. As a result of the aforementioned, the applicable warranties have been breached, both state and federal including the Magnuson-Moss Federal Warranty Act.

6. The subject vehicle is also a "lemon" under the New Jersey Lemon Law. 56 N.J.S.12-29 et seq.

WHEREFORE, the plaintiff demands judgment against the defendant together with interest, costs, and attorney fees.

JURY DEMAND

Plaintiff demands a trial by jury of six (6) jurors as to all issues raised in these pleadings.

CERTIFICATION PURSUANT TO RULE 4:5-1

The undersigned, of full age, hereby certifies:

1. I am an attorney in the State of New Jersey and am an associate in the firm of David J. Gorberg & Associate, P.C., and the attorney principally charged with handling this matter.

2. To the best of my knowledge and information, the within action is not the subject of any other action pending in court, or any arbitration proceedings contemplated.

3. To the best of my knowledge and information, there are no other parties who should be joined in this action.

4. This Certification is provided pursuant to the requirements of Rule 4:5-1

I hereby certify that the foregoing statements by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Edward B. Feiner, Esq.

DESIGNATION OF TRIAL COUNSEL

Pursuant to the provisions of Rule 4:25-4, the Court is advised that EDWARD B. FEINER, ESQ, is hereby designated trial counsel.

Motor Vehicle Commission

NEW JERSEY

LEASED VEHICLE REGISTRATION

PLATE NO: [redacted] GOOD THRU: 01/2013

VIN: 1FMCU9DG3BK[redacted]

FOR: 2011 4 DR BL SPE WC: 7

[redacted] PASSENGER 07

DL: [redacted]

ATLANTA GA 303485704 INITIAL PT:PA

EQ: 0 FEE: 118.00 6R RV20110380465

[redacted]

KENILWORTH NJ [redacted]

K08747437359755

DEAL: 93377
STK: DKA30755

LEASE
NEW JERSEY MOTOR VEHICLE LEASE AGREEMENT DATE [redacted]

1-800-727-7000

FordCredit
www.fordcredit.com

LESSEE (and Co-Lessee) Name and Address (including County and Zip Code)
[redacted]
KENILWORTH NJ [redacted]
HARRY J KAUFMANE
255 NORTH 10TH ST
KENILWORTH NJ 07033

LESSOR (Name, Address, and Phone Number)
BARGEN STATE AUTO GROUP
RT 22
HILLSIDE, NJ 07205

"Finance Company" is FORD MOTOR CREDIT COMPANY. The "Holder" is CAR EAST LLC and its assigns, whose address is 3620 QUEEN PALM DR TAMPA FL 33610. By signing "You" (Lessee and Co-Lessee) agree to lease the Vehicle according to the terms on the front and back of this lease and the terms of the WearCare Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."
If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	26	2011 FORD ESCAPE	1FMCU0D[redacted]	

# of Cylinders	Transmission	Brakes	Steering	Air Conditioning	MSRP	Estimated Mileage Allowance (per mile)
6	AUTO	POWER	POWER	YES	29010.00	FOR ON

1. Amount Due At Lease Signing or Delivery (Itemized Below) *
$ 5000.00

2. Payments
(a) Monthly Payments
Your first monthly payment of $ 283.33 is due on 01/31/2011 followed by 23 payments of $ 263.33 due on the 2ND day of each month. The total of Your monthly payments is $ 6319.92.

(b) Advance Payment
Your Payment of $ N/A is due on N/A.
The total of Your payment is $ N/A

3. Other Charges (not part of Your monthly payment)
Disposition fee (if You do not purchase the Vehicle) $ N/A
N/A N/A
Total $ N/A

4. Total of Payments (The amount You will have paid by the end of the lease)
$ 11056.59

* Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	$ 3528.77
b. First monthly payment	283.33
c. Advance payment	N/A
d. Refundable security deposit	N/A
e. Title fees	N/A
f. Registration fees	212.00
g. Acquisition fee	N/A
h. DOC.FEE	299.00
i. Unt Tax699.40	699.40
j. N/A	N/A
k. N/A	N/A
l. NJ Tire Fee	7.50
m. N/A	N/A
Total	$ 5000.00

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	$ N/A
b. Rebates and noncash credits	2000.00
c. Amount to be paid in cash	3000.00
d. N/A	N/A
Total	$ 5000.00

7. Your payment is determined as shown below

a. Gross capitalized cost. The agreed upon value of the Vehicle ($ 27400.00) 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) ** . . . $ 27995.00
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 . . . − 3528.77
c. Adjusted capitalized cost. The amount used in calculating Your base payment . . . = 24466.23
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment . . . − 18276.30
e. Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the lease term . . . = 6189.93
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts . . . + 129.99
g. Total of base payments. The depreciation and any amortized amounts plus the rent charge . . . = 6319.92
h. Lease payments. The number of payments in Your lease . . . ÷ 24
i. Base payment . . . = 263.33
j. Option / Use tax . . . + N/A
k. N/A . . . + N/A
l. N/A . . . + N/A
m. Total payment . . . = $ 283.33
n. Lease term in months . . . 24

Early Termination. You may have to pay a substantial charge if You end this lease early. The amount may be as much as several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater the 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 the lease, unless You purchase the Vehicle, You must pay to Lessor $ .15 per mile for each mile in excess of 21026 miles shown on the odometer. See Items 25 and 26 on back and the WearCare Addendum, if any, attached to this lease for additional excess wear and use terms.
9. Mileage Allowance Option Credit. At the scheduled end of this lease, You will receive a credit of $ 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 damaged, if You terminate Your lease early, exercise any purchase option, are in default at the credit is less than $1.00.
10. Purchase Option at End of Lease Term, $ 18776.30 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.
11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

12. WARRANTY The Vehicle is covered by the warranty furnished separately | 13. OPTIONAL INSURANCE These coverages are not required in order to

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:

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

[ ] N/A

13. 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) _____ (Insured(s))

_____ (Insurance Company)

Lessee: X N/A Co-Lessee: X N/A

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

_____ (Insurance Company)

Lessee: X N/A Co-Lessee: X N/A

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 $ 15,000 for any one person and $ 30,000 for any one accident, and $ 5,000 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See item 24 on back)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

15. OFFICIAL FEES AND TAXES $ 1120.90

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.

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 7.8% of the full amount of the scheduled payment or $50.00 whichever is less.

17. LESSOR SERVICES N/A

(See item 22 on back) N/A

18. TOTAL COST OF THIS LEASE

$ 29832.89 (as defined under New Jersey law)

*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
$ 27400.00	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ 595.00	+ $ N/A
N/A	N/A	N/A	N/A	N/A	N/A	Total Gross Capitalized Cost
+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	= $ 27995.00

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessee: [redacted] Date: 01/31/11 By: X [redacted]

Co-Lessee: [redacted] Date: 01/31/11 By: X [redacted]

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in copy of this lease. You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

NOTICE: THE LESSEE AND THE LESSOR SHALL BE ENTITLED TO REVIEW THE CONTRACT FOR ONE BUSINESS DAY BEFORE SIGNING THE CONTRACT IMMEDIATELY ADJACENT TO THE SIGNATURE LINE OF THE CONTRACT. YOUR SIGNATURE CONFIRMS YOU HAD THIS OPPORTUNITY.

Lessee: [redacted] Date: 01/31/11 By: [redacted]

Co-Lessee: [redacted] Date: 01/31/11 By: [redacted]

Lessor and Lessee are hereby notified that Holder has assigned to QI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.
Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

Lessor: GARDEN STATE AUTO GROUP By: X [signature] Title: CEO

FC 19029-P MAR 10
FC 19029-A/P
Previous editions may NOT be used.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

ORIGINAL

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

VEHICLE MAINTENANCE, INSURANCE AND USE

20. **VEHICLE USE AND SUBLEASING** You will not use, or permit others to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state where first titled or registered for more than 30 days without Finance Company's written consent, (d) outside the United States, except for less than 30 days in Canada or Mexico or (e) as a private or public carrier. You will keep the lease and Vehicle free of all liens and encumbrances. You will not assign or sublease any interest in the Vehicle or lease without Finance Company's written consent.

21. **IMPLIED WARRANTIES** If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no such implied warranties, except as otherwise required by law.

22. **VEHICLE MAINTENANCE AND OPERATING COSTS** Proper Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. (See Lessor Services, item 17)

23. **COLLISION REPAIR** You are responsible for repairs of All Damage that is not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to Exterior Sheet Metal and Plastic Components, and to Vehicle Safety Systems, including air bag, seat belt and bumper system components. Replacement of Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts. Discuss this requirement with Your insurance company prior to authorizing any collision repair work.

24. **VEHICLE INSURANCE** You must insure the Vehicle and the Holder as set forth on the front of this lease under item 14, "Vehicle Insurance Minimums." If the state where You re-register the Vehicle establishes higher Vehicle Insurance Minimums than those listed on the front of this lease, You must insure the Vehicle and Holder at the amounts required by Your state. If You move to a state where Finance Company has established higher Vehicle Insurance Minimums than those listed on the front of this lease, You must insure the Vehicle and Holder for these higher amounts. These amounts are minimum requirements and may not be sufficient to protect Your assets. You should consult Your insurance advisor to determine if additional insurance coverage is right for You.

You agree that Finance Company can file a claim under the insurance policy. You authorize the insurance company to provide Finance Company any information Finance Company believes necessary to make a claim. You agree that Finance Company may receive and sign Your name on any checks or drafts received by Finance Company from Your insurance provider. In addition, You authorize Finance Company to settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this lease or Holder's interest in the Vehicle.

25. **RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES** This lease may contain charges for insurance, service contracts, or other contracts. You agree that Finance Company can claim benefits under these contracts. Unless prohibited by law, Finance Company may upon default or termination cancel these contracts to obtain refunds of unearned charges. You authorize Finance Company to subtract any refund from the amount You owe under this lease. If You receive a refund, You must pay the entire amount of the refund to Finance Company.

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.

28. **STANDARDS FOR EXCESS WEAR AND USE** You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) Tires which are unmatched, unsafe or have less than 1/8 inch of remaining tread in any place; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented or rusted; (d) Interior rips, stains, burns or worn areas (e) Replacement of any missing equipment or parts that were in or on the vehicle when delivered, including owner's manual, and (f) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts. Your use or repair of the Vehicle must not invalidate any warranty. If You have not had the repairs made before the Vehicle is returned at the scheduled end of the lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle. You will maintain the Odometer of the Vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperative, You will provide us with reasonable evidence of the Vehicle's actual mileage at vehicle return. If You are unable to do so, You will pay us our estimate of the reduction of the Vehicle's wholesale value caused by the inability to determine the Vehicle's actual mileage. You may obtain, at Your own expense, a professional appraisal from an independent third party agreeable to Finance Company of the amount required to repair and replace parts or the amount which the excess wear and use reduces the value of the vehicle. This appraisal shall be final and binding on You and Finance Company.

29. **VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE** You may terminate this lease early, if You are not in default, by returning the Vehicle to Lessor unless Finance Company designates another place. You must pay the following: (a) the amount by which the Unpaid Adjusted Capitalized Cost exceeds the Vehicle's Fair Market Wholesale Value, plus (b) all other amounts then due under the lease (except for excess wear and use and mileage). If You entered an *Advance Payment Lease* and the Vehicle's Fair Market Wholesale Value exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

Alternatively, You may choose to satisfy Your financial obligation under this section upon Vehicle return if You pay the following: (a) the unpaid remaining Monthly Payments, plus (b) any charges for excess wear and use and mileage, plus (c) all other amounts then due under the lease.

30. **VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE** You may purchase the Vehicle from the Lessor or a party 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 the 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 the 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 part of the Rent Charge earned in that month on an actuarial basis.

If You have an *Advance Payment Lease*, the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost less the Base Payment. This amount is increased each month on the due date by the part of the Rent Charge earned in that month on an actuarial basis.

In both cases, rent charges are earned when due. Lessor or Finance Company will provide You with an explanation of the actuarial method upon request.

Fair Market Wholesale Value will be: (a) an amount agreed to by You and Lessor or Finance Company, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Finance Company, or (c) if not established by agreement or appraisal, the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the Vehicle at wholesale or other commercially reasonable manner.

Monthly Payment If You have a *Monthly Payment Lease*, Monthly Payment is the Total Payment (item 7m). If You have an *Advance Payment Lease*, Monthly Payment is the Total Payment (item 7m) divided by the Lease Term in Months (item 7n).

Base Monthly Payment If You have a *Monthly Payment Lease*, Base Monthly Payment is the Base Payment (item 7j). If You have an *Advance Payment Lease*, Base Monthly Payment is the Base Payment (item 7j) divided by the Lease Term in Months (item 7n).

32. **CONTACT NUMBER FOR FINANCE COMPANY** Please contact Finance Company at the telephone number or website listed on the front of this lease if You have any questions regarding terminating Your lease or purchasing the Vehicle.

33. **YOUR ODOMETER OBLIGATIONS** Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

DEFAULT AND LOSS OF VEHICLE

34. **DEFAULT** You will be in default if (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You do not cure the default where allowed by law, Finance Company may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Finance Company the right to go on Your property to peacefully retake the Vehicle.

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 due under the lease. If You entered into an *Advance Payment Lease*, You will be given a credit for the Remaining Monthly Payments.

The value which could be realized at the wholesale sale of the Vehicle will be: (a) the net amount received by Finance Company upon the sale of the vehicle at wholesale, 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 attorney's fees, payable by Finance Company to obtain, hold and sell the Vehicle, collect amounts due and enforce Holder's rights under this lease. You authorize Finance Company to cancel Your insurance and apply Any premiums to Your obligation.

35. **Theft or Destruction of Vehicle** If the Vehicle is stolen or destroyed, the amount You owe will depend upon whether You had the required insurance in effect and the claim for the Vehicle is fully honored. If the Finance Company does not receive the full insurance proceeds, You will pay to Finance Company the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under the lease (except charges for excess wear and use and mileage), less (c) any insurance proceeds received by the Finance Company.

Gap Waiver If You had in effect the insurance required under this lease and Finance Company receives the full proceeds, You will not be required to pay the 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 due under the lease. You will have no further obligations under this lease.

If You entered a *Monthly Payment Lease*, You agree to continue to make your monthly payments until Finance Company receives payment of the full proceeds. If You entered an *Advance Payment Lease* after any insurance proceeds are paid, You will receive a credit for the Remaining Monthly Payments.

ADDITIONAL INFORMATION

36. **ASSIGNMENT AND ADMINISTRATION** When You and Lessor sign this lease, Lessor will assign it to Holder, Finance Company or a substitute will administer this lease. You must then pay, 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. As agent for Holder, Finance Company has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.

37. **TAXES** You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.

38. **TITLING** The Vehicle will be titled in the name of Holder. There may be a lienholder listed as well. You will register the Vehicle as directed by Finance Company. You will pay all license, title and registration costs.

39. **INDEMNITY** You will indemnify and hold harmless Lessor, Finance Company and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You are responsible for promptly paying all fines and tickets, including parking tickets, imposed on the Vehicle or its driver. If both a Lessee and Co-Lessee signed this lease, each party is jointly and severally liable for the payment of these fines and tickets. If You do not pay, You will reimburse Finance Company and pay a $20 administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.

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 to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this lease.

42. **SERVICING AND COLLECTION** You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual dialing methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

43. **GENERAL** Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth on the front of the lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be valid.

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either You or Lessor/Finance Company/Holder ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between You and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to Your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP
If either You or we choose to arbitrate a Claim, then You and we agree to waive the following rights:

- **RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY**
- **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION**
- **BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT**
- **RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR**
- **OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT**

Rights You And We Do Not Give Up If a Claim is arbitrated, You and we will continue to have the following rights, without waiving the arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the ownership interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

You may choose the organization to conduct the arbitration subject to our approval. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. We will pay Your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of $125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause that is unenforceable shall be severed, and the remaining provisions shall be enforced.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

MRWS269792

MRWS269792

CELL [redacted]

73300

JOHN TORKILDSEN 960 761 08/17/11 MRWS269792

[redacted]

K83AKF 5,664 BLUE/

KENILWORTH, NJ [redacted]

11/FORD TRUCK/ESCAPE/4WD 4DR XLT

1 F M C U 9 D G 3 B K [redacted]

[redacted]

08/16/11

[redacted]

MO: 5664

LABOR & PARTS

J# 1 55F0ZZ99P QC MULTI POINT CHECK HOURS: TECH(S): 518 0.00

COMPLETE 27 POINT QCM SAFETY CHECK

JOB # 1 TOTAL LABOR & PARTS 0.00

R/O TAX 0.00

R/O TOTALS 0.00

CLAIM TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

APPROVED BY SIGNATURE

********** DUPLICATE INVOICE **********

MRWS275445

MRWS275445

CELL: [redacted]

73300

JOHN TORKILDSEN 960 3833 11/29/11 MRWS275445

[redacted]

K83AKF 8,187 BLUE/

KENILWORTH, NJ [redacted]

11/FORD TRUCK/ESCAPE/4WD 4DR XLT

1 F M C U 9 D G 3 B K [redacted]

[redacted]

11/22/11

[redacted]

MO: 8199

LABOR & PARTS

J# 2 20FOZ BODY MISC HOURS: 0.20 TECH(S): 657 343.42

CUSTOMER STATES WHEN PUTTING IN GAS
IT KEEPS SHUTTING OFF
MAY BE LEAKING
PERFORM DIAG ON SYSTEM SMOKE TEST FOUND RESTRICTION IN VAPOR
LINE DRAIN AND ACCESS FUEL TANK REPAIR VAPOR LINE

JOB # 2 TOTAL LABOR & PARTS 343.42

R/O TAX 0.00
R/O TOTALS 343.42

WARRANTY CLAIM DETAIL TOTALS

CLAIM#	TOTAL
[redacted]	343.43
CLAIM TOTALS	343.43

APPROVED BY SIGNATURE

 [CONTINUED ON NEXT PAGE]

MRWS275445

CELL: [redacted]

73300 JOHN TORKILDSEN 960 3833 11/29/11 MRWS275445

[redacted]

K83AKF 8,187 BLUE/

KENILWORTH, NJ [redacted]

11/FORD TRUCK/ESCAPE/4WD 4DR XLT

1 F M C U 9 D G 3 B K [redacted]

[redacted] 11/22/11

[redacted] MO: 8199

DCS AUDIT SLIP----------

DCS DATA FILE: FDLMWF.951

RO NUMBER: 275445 REPAIR NUMBER: 02 REPAIR TYPE: 1
CAUSAL PART FOUND FLAG: N
VIN: 1FMCU9DG3BK[redacted]
REPAIR DATE: 11/22/2011
DISTANCE: 8187 LICENSE STATE: NJ
DISTANCE INDICATOR: M DRIVER COMPANY NAME:
DRIVER NAME/CARD ID#:
SERVICE WRITER ID: 2720 VEH LICENSE:
DISCOUNT PCT:

PROGRAM CODE: CUSTOMER PARTICIPATION: .00
CUSTOMER CONCERN CODE: E65 DEALER PARTICIPATION: .00
CONDITION/DEFECT CODE: 55

APPROVAL CODE 1:
APPROVAL CODE 2:

LINE NO.	PART NUMBER PREFIX	BASE/FINIS	SUFFIX	QTY	PRICE	CAUSAL PART	EXCLUDE MARKUP	CORE AMOUNT	INV NO.
001		9034		.00	.00	X		.00	

EXT. PART AMT WITH MARKUP: .00

LINE NO.	LABOR OPERATION	TECH ID	OSL IND	LABOR INV. #	LABOR HOURS	LABOR RATE	LABOR AMOUNT
001	9000D	4232			.4	107.32	42.93
002	9000D1	4232			.4	107.32	42.93
003	9002A	4232			1.9	107.32	203.91
004	12222A	4232			.4	107.32	42.93
005	9000D2	4232			.1	107.32	10.73

CUSTOMER COMMENTS
CUSTOMER STATES WHEN PUTTING IN GAS IT KEEPS SHUTTING OFF MAY BE LEAKING

TECH/DLR WRITER COMMENTS
PERFORM DIAG ON SYSTEM SMOKE TEST FOUND RESTRICTION IN VAPOR LINE DRAIN AND ACCE
SS FUEL TANK REPAIR VAPOR LINE

DIAGNOSTIC CODES(Y/N)? N

TOTAL PARTS: .00
PARTIAL PARTS INDICATOR=
TOTAL LABOR: 343.43
PARTIAL LABOR INDICATOR=
TOTAL MISC EXPENSES: .00
CUSTOMER PARTICIPATION: .00
DEALER PARTICIPATION: .00
TOTAL REPAIR: 343.43
PARTIAL REPAIR INDICATOR=
PARTIAL REPAIR MESSAGE=

 [CONTINUED ON NEXT PAGE]

MRWS275817

MRWS275817

CELL: [redacted]

73300

[redacted]

KENILWORTH, NJ [redacted]

[redacted]

JOHN TORKILDSEN 960 3833 11/29/11 MRWS275817

K83AKF 8,187 BLUE/

11/FORD TRUCK/ESCAPE/4WD 4DR XLT

1 F M C U 9 D G 3 B K [redacted]

11/29/11

MO: 8187

LABOR & PARTS

J# 1 51FOZRENTAL RENTAL CAR HOURS: 0.00 TECH(S): 964 0.00

CLAIM FOR RENTAL ASSISTANCE

DAILY LOANER CAR CHARGE INCLUDING HOMELAND SECURITY

JOB # 1 TOTAL LABOR & PARTS 0.00

R/O TAX 0.00

R/O TOTALS 0.00

WARRANTY CLAIM DETAIL TOTALS

CLAIM#	TOTAL
275817-01	90.00
CLAIM TOTALS	90.00

APPROVED BY SIGNATURE

 [CONTINUED ON NEXT PAGE]

MRWS275817

MRWS275817

CELL: [redacted]

73300

[redacted]

KENILWORTH, NJ [redacted]

[redacted]

[redacted] [redacted]

JOHN TORKILDSEN 960 3833 11/29/11 MRWS275817

K83AKF 8,187 BLUE/

11/FORD TRUCK/ESCAPE/4WD 4DR XLT

1 F M C U 9 D G 3 B K [redacted]

11/29/11

MO: 8187

DCS AUDIT SLIP.....

DCS DATA FILE: FDLMWF.950

RO NUMBER: 275817 REPAIR NUMBER: 01 REPAIR TYPE: 1
CAUSAL PART FOUND FLAG: N
VIN: 1FMCU9DG3BK[redacted]
REPAIR DATE: 11/29/2011
DISTANCE: 8187 LICENSE STATE: NJ
DISTANCE INDICATOR: M DRIVER COMPANY NAME:
DRIVER NAME/CARD ID#:
SERVICE WRITER ID: 2720 VEH LICENSE:
DISCOUNT PCT:

PROGRAM CODE: TAP1 CUSTOMER PARTICIPATION: .00
CUSTOMER CONCERN CODE: A99 DEALER PARTICIPATION: .00
CONDITION/DEFECT CODE: 82

APPROVAL CODE 1:
APPROVAL CODE 2:

LINE NO.	PART NUMBER PREFIX	BASE/FINIS	SUFFIX	QTY	PRICE	CAUSAL PART	EXCLUDE MARKUP	CORE AMOUNT	INV NO.
001		TAP1		.00	.00	X		.00	

EXT. PART AMT WITH MARKUP: .00

LINE NO.	CODE	DAYS	HOURS	INVOICE #	AMOUNT
01	TAP	003	.0		90.00

CUSTOMER COMMENTS
CLAIM FOR RENTAL ASSISTANCE

TECH/DLR WRITER COMMENTS
DAILY LOANER CAR CHARGE INCLUDING HOMELAND SECURITY

DIAGNOSTIC CODES(Y/N)? N

TOTAL PARTS: .00
PARTIAL PARTS INDICATOR=
TOTAL LABOR: .00
PARTIAL LABOR INDICATOR=
TOTAL MISC EXPENSES: 90.00
CUSTOMER PARTICIPATION: .00
DEALER PARTICIPATION: .00
TOTAL REPAIR: 90.00
PARTIAL REPAIR INDICATOR=
PARTIAL REPAIR MESSAGE=

.....

********** D U P L I C A T E I N V O I C E **********

MRCS276313

www.MaplecrestAutoGroup.com

UNION
2800 Springfield Ave.
Service (908) 964-1448 ¥ Parts (908) 964-0544
Body Shop (908) 964-4188 ¥ Fax (908) 810-9458

MENDHAM
102 E. Main St.
(973) 543-2831
Fax (973) 543-6969

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
73300	WILLIAM TALMADGE 632	480	12/12/11	MRCS276313

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
	[redacted]	8,421	BLUE/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/FORD TRUCK/ESCAPE/4WD 4DR XLT		

VEHICLE I.D. NO.	BILLING DEALER NO.	PRODUCTION DATE
1 F M C U 9 D G 3 B K [redacted]		

R.T.E. NO.	P.O. NO.	R.O. DATE	
		12/06/11	REPRINT# 1

[redacted]

COMMENTS

MO: 8421

JOB# 1 CHARGES----------

LABOR----------
J# 1:12F02EVP [redacted] STALLING CONCERN [redacted] TECH(S)1818 [redacted] WARRANTY
CAR STALLED WHILE DRIVING - ENGINE SHUT OFF
PERFORM EEC TEST CODE P0301 STRESS TEST ALL COILS CYLINDER
ONE COIL FAILED REPLACE IGNITION COIL AND FOULED SPARK PLUG
CYLINDER ONE

PARTS------QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
1	SP-511	SPARK P 376315		WARRANTY
1	6E5Z-12029-BA	COIL AS 125864		WARRANTY
1	9L8Z-9H486-B	GASKET 398016		WARRANTY
			TOTAL - PARTS	0.00

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX MRCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------
J# 2:55F02Z99 [redacted] QC MULTI POINT CHECK [redacted] TECH(S)1818 [redacted] 0.00
COMPLETE 27 POINT QCM SAFETY CHECK

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX MRCS JOB# 2 TOTAL 0.00

TOTALS----------

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

[ ] CASH [NO CHECKS ACCEPTED]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

SERVICE FILE COPY

[END OF INVOICE] 05:40pm

Reynolds and Reynolds ETUANTIVE DF002467 Q (11/08)

MRWS276313

MRWS276313

CELL: [redacted]

73300 WILLIAM TALMADGE 632 480 12/12/11 MRWS276313

[redacted]

K83AKF 8,421 BLUE/

KENILWORTH, NJ [redacted]

11/FORD TRUCK/ESCAPE/4WD 4DR XLT

1 F M C U 9 D G 3 B K [redacted]

[redacted] 12/06/11

MO: 8421

LABOR & PARTS.....

J# 1 12FOZEVP STALLING CONCERN HOURS 2.20 TECH(S) 518 236.10

CAR STALLED WHILE DRIVING - ENGINE SHUT OFF
PERFORM EEC TEST CODE P0301 STRESS TEST ALL COILS CYLINDER
ONE COIL FAILED REPLACE IGNITION COIL AND FOULED SPARK PLUG
CYLINDER ONE

PARTS	QTY	FP-NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
JOB # 1	1	SP-511	SPARK P 376315	3.50	3.50	6.52	6.52
JOB # 1	1	6E5Z-12029-BA	COIL AS 125064	56.28	56.28	104.91	104.91
JOB # 1	1	9L8Z-9H486-B	GASKET 358015	4.49	4.49	8.37	8.37
			JOB # 1 COST TOTAL		64.27		
					JOB # 1 TOTAL PARTS		119.80
				JOB # 1 TOTAL LABOR & PARTS			355.90

R/O TAX 0.00
R/O TOTALS 355.90

WARRANTY CLAIM DETAIL TOTALS.....

CLAI[redacted]	TOTAL
[redacted]	355.90
CLAIM TOTALS	355.90

APPROVED BY SIGNATURE

DCS AUDIT SLIP.....

DCS DATA FILE: FDLMWF.383

RO NUMBER: 276313 REPAIR NUMBER: 01 REPAIR TYPE: 1
CAUSAL PART FOUND FLAG: N
VIN: 1FMCU9DG3BK[redacted]
REPAIR DATE: 12/06/2011
DISTANCE: 8421 LICENSE STATE: NJ
DISTANCE INDICATOR: M DRIVER COMPANY NAME:
DRIVER NAME/CARD ID#:
SERVICE WRITER ID: 8691 VEH LICENSE:
DISCOUNT PCT:

PROGRAM CODE: CUSTOMER PARTICIPATION: .00
CUSTOMER CONCERN CODE: D42 DEALER PARTICIPATION: .00
CONDITION/DEFECT CODE: 46

APPROVAL CODE 1:
APPROVAL CODE 2:

LINE NO.	PART NUMBER PREFIX	BASE/FINIS	SUFFIX	QTY	PRICE	CAUSAL PART	EXCLUDE MARKUP	CORE AMOUNT	INV NO.
001	SP	511		1.00	3.50			.00	
	EXT. PART AMT WITH MARKUP:				6.52				
002	6E5Z	12029	BA	1.00	56.28	X		.00	

 [CONTINUED ON NEXT PAGE]

MRWS276313

MRWS276313

CELL: [redacted]

73300

[redacted]

KENILWORTH, NJ [redacted]

[redacted]

[redacted]

WILLIAM TALMADGE 632 480 12/12/11 MRWS276313

K83AKF 8,421 BLUE/

11/FORD TRUCK/ESCAPE/4WD 4DR XLT

1 F M C U 9 D G 3 B K [redacted]

12/06/11

MO: 8421

	EXT. PART AMT WITH MARKUP:		104.91		
003	9L8Z 9H486	B	1.00	4.49	.00
	EXT. PART AMT WITH MARKUP:			8.37	

LINE NO.	LABOR OPERATION	TECH ID	OSL IND	LABOR INV. #	LABOR HOURS	LABOR RATE	LABOR AMOUNT
001	12405AR	8809			1.2	107.32	128.78
002	12650D	8809			.2	107.32	21.46
003	12650DX1	8809			.1	107.32	10.73
004	12650D45	8809			.3	107.32	32.20
005	12650D47	8809			.1	107.32	10.73
006	12650D55	8809			.3	107.32	32.20

CUSTOMER COMMENTS
CAR STALLED WHILE DRIVING - ENGINE SHUT OFF

TECH/DLR WRITER COMMENTS
PERFORM EEC TEST CODE P0301 STRESS TEST ALL COILS CYLINDER ONE COIL FAILED REPLA
CE IGNITION COIL AND FOULED SPARK PLUG CYLINDER ONE

DIAGNOSTIC CODES(Y/N)? Y

MIL ON CODE: Y

POWERTRAIN CODES

KOEO: P0301
KOEC: P0301
KOER: P0301
BODY:
CHASSIS:
UNDEFINED:
OTHER:

TOTAL PARTS:	119.80
PARTIAL PARTS INDICATOR=	
TOTAL LABOR:	236.10
PARTIAL LABOR INDICATOR=	
TOTAL MISC EXPENSES:	.00
CUSTOMER PARTICIPATION:	.00
DEALER PARTICIPATION:	.00
TOTAL REPAIR:	355.90
PARTIAL REPAIR INDICATOR=	
PARTIAL REPAIR MESSAGE=	

********** DUPLICATE INVOICE **********

MRWS276490

MRWS276490

CELL: [redacted]

73300

[redacted]

KENILWORTH, NJ [redacted]

[redacted]

[redacted]

WILLIAM TALMADGE 632 480 12/09/11 MRWS276490

K83AKF 8,421 BLUE/

11/FORD TRUCK/ESCAPE/4WD 4DR XLT

1 F M C U 9 D G 3 B K [redacted]

12/09/11

MO: 8421

LABOR & PARTS

J# 1 51FOZRENTAL RENTAL CAR 1 HOURS: 0.00 TECH(S): 964 0.00

CLAIM FOR RENTAL ASSISTANCE

DAILY LOANER CAR CHARGE INCLUDING HOMELAND SECURITY

JOB # 1 TOTAL LABOR & PARTS 0.00

R/O TAX 0.00

R/O TOTALS 0.00

WARRANTY CLAIM DETAIL TOTALS

CLAIM#	TOTAL
[redacted]	60.00
CLAIM TOTALS	60.00

APPROVED BY SIGNATURE

 [CONTINUED ON NEXT PAGE]

MRWS276490

MRWS276490

CELL: [redacted]

73300 WILLIAM TALMADGE 632 480 12/09/11 MRWS276490

[redacted] K83AKF 8,421 BLUE/

11/FORD TRUCK/ESCAPE/4WD 4DR XLT

KENILWORTH, NJ [redacted] 1 F M C U 9 D G 3 B K [redacted]

[redacted] 12/09/11

MO: 8421

DCS AUDIT SLIP----------

DCS DATA FILE: FDLMWF.296

RO NUMBER: 276490 REPAIR NUMBER: 01 REPAIR TYPE: 1
CAUSAL PART FOUND FLAG: N
VIN: 1FMCU9DG3BK[redacted]
REPAIR DATE: 12/09/2011
DISTANCE: 8421 LICENSE STATE: NJ
DISTANCE INDICATOR: M DRIVER COMPANY NAME:
DRIVER NAME/CARD ID#:
SERVICE WRITER ID: 8691 VEH LICENSE:
DISCOUNT PCT:

PROGRAM CODE: TAP1 CUSTOMER PARTICIPATION: .00
CUSTOMER CONCERN CODE: A99 DEALER PARTICIPATION: .00
CONDITION/DEFECT CODE: 82

APPROVAL CODE 1:
APPROVAL CODE 2:

LINE NO.	PART NUMBER PREFIX	BASE/FINIS	SUFFIX	QTY	PRICE	CAUSAL PART	EXCLUDE MARKUP	CORE AMOUNT	INV NO.
001		TAP1		.00	.00	X		.00	

EXT. PART AMT WITH MARKUP: .00

LINE NO.	CODE	DAYS	HOURS	INVOICE #	AMOUNT
01	TAP	002	.0		60.00

(MISCELLANEOUS EXPENSE)

CUSTOMER COMMENTS
CLAIM FOR RENTAL ASSISTANCE

TECH/DLR WRITER COMMENTS
DAILY LOANER CAR CHARGE INCLUDING HOMELAND SECURITY

DIAGNOSTIC CODES(Y/N)? N

TOTAL PARTS: .00
PARTIAL PARTS INDICATOR=
TOTAL LABOR: .00
PARTIAL LABOR INDICATOR=
TOTAL MISC EXPENSES: 60.00
CUSTOMER PARTICIPATION: .00
DEALER PARTICIPATION: .00
TOTAL REPAIR: 60.00
PARTIAL REPAIR INDICATOR=
PARTIAL REPAIR MESSAGE=

**********DUPLICATE INVOICE**********

MRCS276735

Maplecrest

Mercury

www.MaplecrestAutoGroup.com

UNION
2800 Springfield Ave.
Service (908) 964-1446 ¥ Parts (908) 964-0544
Body Shop (908) 964-4166 ¥ Fax (908) 810-9453

MENDHAM
102 E. Main St.
(973) 543-2531
Fax (973) 548-6988

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
73300	WILLIAM TALMADGE 632	0	12/16/11	MRCS276735

[redacted]
KENILWORTH, NJ [redacted]
[redacted]

LABOR RATE	MILEAGE	COLOR	STOCK NO.
[redacted]	8,421	BLUE/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/FORD TRUCK/ESCAPE/4WD 4DR XLT		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 9 D G 3 B K [redacted]		

R.T.E. NO.	P.O. NO.	P.O. DATE
		12/14/11

COMMENTS

MO: 8649

JOB# 1 CHARGES----------

LABOR----------
J#1 12FOZMIC DRIVEABILITY MISC TECH(S) 657 WARRANTY
CUSTOMER STATES VEHICLE STALLED WHILE DRIVING - SLOW SPEED
THROUGH AN INTERSECTION
PERFORMED EXTENSIVE DIAGNOSIS CONTACTED FORD TECH SUPPORT
HOTLINE PERFORMED RECOMMENDED TESTS FOUND FAULTY THROTTLE
BODY ASSEMBLY. REPLACED THROTTLE BODY AND ROAD TESTED - PASS
-NOTE- FORD TECH SUPPORT ADVISED THAT THERE HAVE BEEN
OCCURENCES WHERE OVER-FILLING OF THE FUEL TANK CAN CAUSE
A BACKUP IN THE EVAPORATIVE EMISSIONS SYSTEM WHICH CAN
ALSO CAUSE SIMILAR PROBLEMS. ADVISED CUSTOMER TO BE AWARE
OF THIS WHEN FILLING WITH FUEL.

PARTS------QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE-	
1	E6AZ-9D476-B	GASKET 003381		WARRANTY
1	9L8Z-9E926-A	THROTTL 368013		WARRANTY
			TOTAL - PARTS	0.00

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX MRCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------
J#2 55FOZZ99P QC MULTI POINT CHECK TECH(S) 657 0.00
COMPLETE 27 POINT QCM SAFETY CHECK

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX MRCS JOB# 2 TOTAL 0.00

TOTALS----------

[ ] CASH [NO CHECKS ACCEPTED]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

PAGE 1 OF 1 SERVICE FILE COPY [END OF INVOICE] 05:45pm

Reynolds and Reynolds ERAINTINVS 0F688447 0 (11/04)

PE13-003.4 000668LC

MRWS276735

MRWS276735

CELL: [redacted]

73300 WILLIAM TALMADGE 632 0 12/30/11 MRWS276735

[redacted]

K83AKF 8,421 BLUE/

KENILWORTH, NJ [redacted]

11/FORD TRUCK/ESCAPE/4WD 4DR XLT

1 F M C U 9 D G 3 B K [redacted]

[redacted]

12/14/11

[redacted]

MO: 8649

LABOR & PARTS----------

J#1 12F0ZMIC DRIVEABLITY MISC HOURS: 2.20 TECH(S): 667 236.10

CUSTOMER STATES VEHICLE STALLED WHILE DRIVING - SLOW SPEED
THROUGH AN INTERSECTION
PERFORMED EXTENSIVE DIAGNOSIS CONTACTED FORD TECH SUPPORT
HOTLINE PERFORMED RECOMMENDED TESTS FOUND FAULTY THROTTLE
BODY ASSEMBLY. REPLACED THROTTLE BODY AND ROAD TESTED - PASS
-NOTE- FORD TECH SUPPORT ADVISED THAT THERE HAVE BEEN
OCCURENCES WHERE OVER-FILLING OF THE FUEL TANK CAN CAUSE
A BACKUP IN THE EVAPORATIVE EMISSIONS SYSTEM WHICH CAN
ALSO CAUSE SIMILAR PROBLEMS. ADVISED CUSTOMER TO BE AWARE
OF THIS WHEN FILLING WITH FUEL.

PARTS	QTY	FP-NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
JOB # 1	1	E6AZ-9D476-B	GASKET 003381	1.77	1.77	3.30	3.30
JOB # 1	1	9L8Z-9E926-A	THROTTL 358013	139.66	139.66	260.33	260.33
			JOB # 1 COST TOTAL		141.43		
			JOB # 1 TOTAL PARTS				263.63
			JOB # 1 TOTAL LABOR & PARTS				499.73
			R/O TAX				0.00
			R/O TOTALS				499.73

WARRANTY CLAIM DETAIL TOTALS----------

CLAIM#	TOTAL
[redacted]1	499.74
CLAIM TOTALS	499.74

APPROVED BY SIGNATURE

DCS AUDIT SLIP----------

DCS DATA FILE: FDLMWF.969

RO NUMBER: 276735 REPAIR NUMBER: 01 REPAIR TYPE: 1
CAUSAL PART FOUND FLAG: N
VIN: 1FMCU9DG3BK[redacted]
REPAIR DATE: 12/14/2011
DISTANCE: 8421 LICENSE STATE: NJ
DISTANCE INDICATOR: M DRIVER COMPANY NAME:
DRIVER NAME/CARD ID#:
SERVICE WRITER ID: 8691 VEH LICENSE:
DISCOUNT PCT:

PROGRAM CODE: CUSTOMER PARTICIPATION: .00
CUSTOMER CONCERN CODE: D42 DEALER PARTICIPATION: .00
CONDITION/DEFECT CODE: 46

APPROVAL CODE 1:
APPROVAL CODE 2:

 (CONTINUED ON NEXT PAGE)

MRWS276735

MRWS276735

CELL: [redacted]

73300 [redacted]

WILLIAM TALMADGE 632 0 12/30/11 MRWS276735

K83AKF 8,421 BLUE/

KENILWORTH, NJ [redacted]

11/FORD TRUCK/ESCAPE/4WD 4DR XLT

1 F M C U 9 D G 3 B K [redacted]

[redacted]

12/14/11

[redacted]

MO: 8649

LINE NO.	PART NUMBER PREFIX	BASE/FINIS	SUFFIX	QTY	PRICE	CAUSAL PART	EXCLUDE MARKUP	CORE AMOUNT	INV NO.
001	E6AZ	9D476	B	1.00	1.77			.00	
	EXT. PART AMT WITH MARKUP:				3.30				
002	9L8Z	9E926	A	1.00	139.66	X		.00	
	EXT. PART AMT WITH MARKUP:				260.33				

LINE NO.	LABOR OPERATION	TECH ID	OSL IND	LABOR INV. #	LABOR HOURS	LABOR RATE	LABOR AMOUNT
001	12650D	4232			.2	107.32	21.46
002	12650DX1	4232			.1	107.32	10.73
003	12650D30	4232			.3	107.32	32.20
004	12650D45	4232			.3	107.32	32.20
005	12650D47	4232			.1	107.32	10.73
006	12650D55	4232			.3	107.32	32.20
007	12222A	4232			.4	107.32	42.93
008	9926A	4232			.5	107.32	53.66

CUSTOMER COMMENTS
CUSTOMER STATES VEHICLE STALLED WHILE DRIVING - SLOW SPEED THROUGH AN INTERSECTI
ON

ON
TECH/DLR WRITER COMMENTS
PERFORMED EXTENSIVE DIAGNOSIS CONTACTED FORD TECH SUPPORT HOTLINE PERFORMED RECO
MMENDED TESTS FOUND FAULTY THROTTLE BODY ASSEMBLY. REPLACED THROTTLE BODY AND
ROAD TESTED - PASS -NOTE- FORD TECH SUPPORT ADVISED THAT THERE HAVE BEEN OCCUREN
CES WHERE OVER-FILLING OF THE FUEL TANK CAN CAUSE A BACKUP IN THE EVAPORATIVE EM
ISSIONS SYSTEM WHICH CAN ALSO CAUSE SIMILAR PROBLEMS. ADVISED CUSTOMER TO BE AWA

DIAGNOSTIC CODES(Y/N)? N

TOTAL PARTS:	263.63
PARTIAL PARTS INDICATOR=	
TOTAL LABOR:	236.11
PARTIAL LABOR INDICATOR=	
TOTAL MISC EXPENSES:	.00
CUSTOMER PARTICIPATION:	.00
DEALER PARTICIPATION:	.00
TOTAL REPAIR:	499.74
PARTIAL REPAIR INDICATOR=	
PARTIAL REPAIR MESSAGE=	

*************************** DUPLICATE INVOICE ***************************

MRCS284828

www.MaplecrestAutoGroup.com
UNION
2800 Springfield Ave.
Service (908) 964-1448 ✓ Parts (908) 964-0544
Body Shop (908) 964-4166 ✓ Fax (908) 810-9483

MENDHAM
102 E. Main St.
(973) 543-8531
Fax (973) 543-5969

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
73300	WILLIAM TALMADGE 632	168	05/09/12	MRCS284828
[redacted]	LABOR RATE [redacted]	MILEAGE 11,766	COLOR BLUE/	STOCK NO.
KENILWORTH, NJ [redacted]	YEAR/MAKE/MODEL 11/FORD TRUCK/ESCAPE/4WD 4DR XLT		DELIVERY DATE	DELIVERY MILES
[redacted]	VEHICLE I.D. NO. 1 F M C U 9 D G 3 B K [redacted]		BILLING DEALER NO.	PRODUCTION DATE
	R.O. NO.	R.O. DATE 05/01/12		
	COMMENTS			MO: 11845

JOB# 1 CHARGES----------

LABOR----------

0Fa1-12F0Z41 DRIVEABILITY MISC [redacted] TECH(S): [redacted] INTERNAL:

CS WAS DRIVING CAR THROUGH INTERSECTION AND CAR STALLED.
RESTARTED AND DROVE TOO WORK
PERFORMED EXTENSIVE DIAGNOSIS TO VEHICLE - NO SIGNS OF
FAULTS IN ANY MODULE - UNABLE TO VERIFY ON ROAD TEST
INTERNAL WORK ORDER NO WARRANTY SUBMITTED R/1000
CUSTOMER ADVISED THAT VEHICLE SEEMED TO ACT UP WHEN TURING
TO RIGHT THROUGH INTERSECTION. TECH ATTEMPTED TO DUPLICATE
NUMEROUS TIMES BUT UNABLE. CONTACTED HOTLINE - ADVISED TO
TAKE NO ACTION UNLESS CONCERN CAN BE REPLICATED. CUSTOMER
SERVICE REP ANGELA ADVISED TO RELEASE VEHICLE TO CUSTOMER
AT THIS TIME PENDING LOCATION AND USAGE OF VDR WHEN AVAIL.

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX MRCS JOB# 1 TOTAL 0.00

COMMENTS----------
TOWING IN ERS...CAR STALLED IN INTERSECTION
DELETED OPERATION(S)----------
B6F0ZZ99P QC MULTI POINT CHECK

TOTALS----------

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

[ ] CASH [NO CHECKS ACCEPTED]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

SERVICE FILE COPY

[END OF INVOICE] 00:45pm

Reynolds and Reynolds BRANTINVE (11/06)

MRIS284828

MRIS284828

0101IMRIS284828

CELL: [redacted]

73300

WILLIAM TALMADGE 632 168 05/11/12 MRIS284828

[redacted]

K83AKF 11,766 BLUE/

KENILWORTH, N[redacted]

11/FORD TRUCK/ESCAPE/4WD 4DR XLT

1 F M C U 9 D G 3 B K [redacted]

[redacted]

05/01/12

[redacted]

MO: 11845

LABOR & PARTS.....

J# 1 12FOZMIC DRIVEABLITY MISC HOURS TECH(S):533 0.00

CS WAS DRIVING CAR THROUGH INTERSECTION AND CAR STALLED.
RESTARTED AND DROVE TOO WORK
PERFORMED EXTENSIVE DIAGNOSIS TO VEHICLE - NO SIGNS OF
FAULTS IN ANY MODULE - UNABLE TO VERIFY ON ROAD TEST
INTERNAL WORK ORDER NO WARRANTY SUBMITTED R/1000
CUSTOMER ADVISED THAT VEHICLE SEEMED TO ACT UP WHEN TURING
TO RIGHT THROUGH INTERSECTION. TECH ATTEMPTED TO DUPLICATE
NUMEROUS TIMES BUT UNABLE. CONTACTED HOTLINE - ADVISED TO
TAKE NO ACTION UNLESS CONCERN CAN BE REPLICATED. CUSTOMER
SERVICE REP ANGELA ADVISED TO RELEASE VEHICLE TO CUSTOMER
AT THIS TIME PENDING LOCATION AND USAGE OF VDR WHEN AVAIL.

JOB # 1 TOTAL LABOR & PARTS 0.00

COMMENTS.....
TOWING IN ERS...CAR STALLED IN INTERSECTION
DELETED OPERATION(S).....
55FOZZ99P QC MULTI POINT CHECK

TOTALS.....

CONTROL# ACCOUNT NUMBER AMOUNT..

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**

APPROVED BY SIGNATURE

********** D U P L I C A T E I N V O I C E **********

 ACCOUNTING COPY-I [END OF INVOICE] 11:47am

PE13-003.4 000672LC

MRCS287836

www.MaplecrestAutoGroup.com
UNION
2800 Springfield Ave.
Service (908) 964-1448 ¥ Parts (908) 964-0544
Body Shop (908) 964-4160 ¥ Fax (908) 810-9488

MENDHAM
102 E. Main St.
(973) 543-2531
Fax (973) 543-6969

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
73300	WILLIAM TALMADGE 632	3305	06/29/12	MRCS287836
[redacted]	LABOR RATE / [redacted]	MILEAGE 12,805	COLOR BLUE/	STOCK NO.
KENILWORTH, NJ [redacted]	YEAR / MAKE / MODEL 11/FORD TRUCK/ESCAPE/4WD 4DR XLT		DELIVERY DATE	DELIVERY MILES
[redacted]	VEHICLE I.D. NO. 1 F M C U 9 D G 3 B K [redacted]		BUILDING STALL NO.	PRODUCTION DATE
[redacted]	R.T.S. NO.	R.O. NO.	R.O. DATE 06/20/12	
	COMMENTS			MO: 12898

JOB# 1 CHARGES----------

LABOR----------

J#1A12FOZEV[redacted]STALLING CONCERN[redacted]TECH(S)[redacted]INTERNAL#

CUSTOMER STATES CAR STALLED WHILE TURNING LEFT AND
ACCELERATING, RESTARTED OK.
CHECK FOR TSB'S AND SSM'S - NONE APPLICABLE
PERFORMED EXTENSIVE DIAGNOSIS ON VEHICLE NO CODES NO FAULTS
FOUND UNABLE TO DUPLICATE CONCERN DRIVE WITH DIAGNOSTIC
RECORDER ON VEHICLE NO RELEVANT DATA RECORDED. VEHICLE
RELEASED TO CUSTOMER AS PER FORD MOTOR COMPANY

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX MRCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------

J#F2[redacted]55FOZZ99[redacted]MULTI-POINT CHECK[redacted]TECH(S)[redacted]

27 Point Inspection All

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX MRCS JOB# 2 TOTAL 0.00

COMMENTS----------
CAR HAS REMOTE START
DELETED OPERATION(S)----------
03FOZCK5 CHECK STEERING

TOTALS----------

[ ] CASH [NO CHECKS ACCEPTED]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE

SERVICE FILE COPY

[END OF INVOICE] 06:45pm

Reputable and Reputable: INCENTIVE [redacted] (11/06)

MRCS287836

MRCS287836

CELL: [redacted]

73300 WILLIAM TALMADGE 632 3305 06/29/12 MRCS287836

[redacted]

K83AKF 12,805 BLUE/

KENILWORTH, NJ [redacted]

11/FORD TRUCK/ESCAPE/4WD 4DR XLT

1 F M C U 9 D G 3 B K [redacted]

[redacted]

06/20/12

MO: 12898

JOB# 1 CHARGES----------

LABOR----------

J# 1 12FOZEVP STALLING CONCERN TECH(S):533 INTERNAL

CUSTOMER STATES CAR STALLED WHILE TURNING LEFT AND
ACCELERATING. RESTARTED OK.
CHECK FOR TSB'S AND SSM'S - NONE APPLICABLE
PERFORMED EXTENSIVE DIAGNOSIS ON VEHICLE NO CODES NO FAULTS
FOUND UNABLE TO DUPLICATE CONCERN DRIVE WITH DIAGNOSTIC
RECORDER ON VEHICLE NO RELEVANT DATA RECORDED. VEHICLE
RELEASED TO CUSTOMER AS PER FORD MOTOR COMPANY

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX MRCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------

J# 2 55FOZZ99P QC MULTI POINT CHECK TECH(S):533 0.00

27 Point Inspection All

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX MRCS JOB# 2 TOTAL 0.00

COMMENTS----------
CAR HAS REMOTE START
DELETED OPERATION(S)----------
03FOZCKS CHECK STEERING

TOTALS----------

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

[ ] CASH [NO CHECKS ACCEPTED]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

CUSTOMER SIGNATURE

DUPLICATE INVOICE

MAPLECREST

AUTO GROUP

UNION	BODY SHOP	MENDHAM
2800 Springfield Ave.	28 Burnett Ave.	102 E. Main St.
VAUXHALL, NJ 07086	MAPLEWOOD, NJ 07040	MENDHAM, NJ 07945
(908) 964-7700	(973) 763-1326	(973) 543-2531
Fax: SERV. (908) 964-2965 • PART (908) 810-9433	Fax (973) 763-1906	Fax (973) 543-6963

www.maplecrestautogroup.com

CELL: [redacted]

CUSTOMER NO.	ADV/BOH	TAG NO.	INVOICE DATE	INVOICE NO.
73300	WILLIAM TALMADGE 632	3305	06/29/12	MRCS287836

[redacted]

KENILWORTH, NJ [redacted]

[redacted]

LABOR RATE	MILEAGE	COLOR	STOCK NO.
[redacted]	12,805	BLUE/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
11/FORD TRUCK/ESCAPE/4WD 4DR XLT		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 9 D G 3 B K [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		06/20/12

COMMENTS

MO: 12898

JOB# 1 CHARGES

LABOR

[illegible] STALLING CONCERN [illegible] TECH(S) [illegible] WARRANTY

CUSTOMER STATES CAR STALLED WHILE TURNING LEFT AND
ACCELERATING. RESTARTED OK.
CHECK FOR TSB'S AND SSM'S - NONE APPLICABLE
PERFORMED EXTENSIVE DIAGNOSIS ON VEHICLE NO CODES NO FAULTS
FOUND UNABLE TO DUPLICATE CONCERN DRIVE WITH DIAGNOSTIC
RECORDER ON VEHICLE NO RELEVANT DATA RECORDED. VEHICLE
RELEASED TO CUSTOMER AS PER FORD MOTOR COMPANY

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX MRCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

[illegible] TECH(S) [illegible] 0.00

27 Point Inspection All

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX MRCS JOB# 2 TOTAL 0.00

COMMENTS
CAR HAS REMOTE START
DELETED OPERATION(S)
03FOZCKS CHECK STEERING

TOTALS

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

[ ] CASH [NO CHECKS ACCEPTED]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

TOTAL INVOICE $

CUSTOMER SIGNATURE

7-2-12
12,904 Miles when returned w/NO GAS!

END OF INVOICE 03:38pm

PE13-003.4 000675LC

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
7/6/2012	TINA L KAUFMANN	1FMCU9DG3BK[redacted]	2011	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	445022631		
6/20/2012	TINA L KAUFMANN	1FMCU9DG3BK[redacted]	2011	01
CLOSED	CRC RELATED - SUPERVISOR REQUEST SUBMITTED	445022631		
5/21/2012	TINA L KAUFMANN	1FMCU9DG3BK[redacted]	2011	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	445022631		
5/2/2012	TINA L KAUFMANN	1FMCU9DG3BK[redacted]	2011	01
CLOSED	ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	445022631		
5/1/2012	TINA L KAUFMANN	1FMCU9DG3BK[redacted]	2011	02
CLOSED	DEALER GENERATED INFORMATION ISSUE	445022631		
12/22/2011	TINA L KAUFMANN	1FMCU9DG3BK[redacted]	2011	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	445022631		
12/8/2011	TINA L KAUFMANN	1FMCU9DG3BK[redacted]	2011	02
CLOSED	MISC INQUIRY - GENERAL/OTHER	445022631		
12/8/2011	TINA L KAUFMANN	1FMCU9DG3BK[redacted]	2011	02
CLOSED	MISC INQUIRY - CHANGE OF ADDRESS	445022631		
9/20/2011	TINA L KAUFMANN	1FMCU9DG3BK[redacted]	2011	02
CLOSED	MISC INQUIRY - CSR OBC	445022631		
9/20/2011	TINA L KAUFMANN	1FMCU9DG3BK[redacted]	2011	01
CLOSED	WARRANTY - REPAIR MUST BE PERFORMED AT F/LM	445022631		
9/20/2011	TINA L KAUFMANN	1FMCU9DG3BK[redacted]	2011	01
CLOSED	WARRANTY - REPAIR MUST BE PERFORMED AT F/LM	445022631		
9/20/2011	TINA L KAUFMANN	1FMCU9DG3BK[redacted]	2011	01
CLOSED	WARRANTY - REPAIR MUST BE PERFORMED AT F/LM	445022631		

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All Action Details for Issue

Print

VIN: 1FMCU9DG3BK[redacted] **Year:** 2011 **Model:** **Case:** 445022631
Name: [redacted] **Owner Status:** Original **WSD:** 2011-01-31
Symptom Desc: STALL/QUITS NO RESTART HOT ENGINE **Primary Phone** [redacted]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 06/21/2012

Action: TIER ONE OPEN ISSUE
Dealer: 01765 MAPLECRESTFORD **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 12000 MI **Comm Type:** PHONE
Analyst Name: VADEN SIMRALL **Analyst:** SVADEN1
Action Date: 06/20/2012 **Action Time:** 09.26.38.222 **Action Data:** No

Comments LTV: 95----------CUST:-WANTS VEH FIXED IMMEDIATELY----------CRC:"I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE"-ASKED CUST IF SHE HAS SPOKEN TO DLR ABOUT A RENTAL IN THE MEAN TIME AND SHE SAID THATS WHY SHE IS CALLING CRC.-CANT WAIT TWO BUS DAYS, ASKED FOR SUP----------SYMPTOMS:-VEH SHUTS OFFWANT VEH DATA RECORDER IN CARSHUTS OFF IN MIDDLE OF A TURNSTARTED APRIL, 2011-UNABLE TO DUPLLICATE---------DEALER:MAPLECREST FORD LINCOLN 2800 SPRINGFIELD AVENUEUNION NJ 07088(800) 954-0288ALEX S/M

Action: TRANSFER ISSUE
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 12000 MI **Comm Type:** PHONE
Analyst Name: MCCAULEY,ERIN **Analyst:** EMCCAUL3
Action Date: 06/21/2012 **Action Time:** 09.31.54.970 **Action Data:** No

Comments OBC TO MAPLECREST FORD (973-543-2531 OPT 3) SA JACK ADVISED THE VEH HAS NEVER BEEN TO THIS DLRSHP _____ OBC TO (PA CODE 11232) MAPLECREST FORD LINCOLN (908-964-7700 OPT 2) SPOKE WITH SA DAN ADVISED THE VEH CAME INTO DLRSHP YESTERDAY _____ CSM THANKED DLR AND ADVISED WILL ASSIGN TO CORRECT DLRSHP FOR CASE HANDLING _____ OB EMAIL TO CSM COREY TO ADVISE OF CASE TRANSFER _____ ASSIGNED TO INCORRECT DLRSHP _____ CC'D COM

Action: CREATE FOLLOW UP
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 12000 MI **Comm Type:** PHONE
Analyst Name: TRAUSCHT (CTRAUSCH),COREY **Analyst:** CTRAUSCH
Action Date: 06/21/2012 **Action Time:** 13.55.04.366 **Action Data:** Yes

Comments -OBC TO DLRSHP S/A WILL - VEH IS AT DLRSHP - UNABLE TO DUPLICATE CONCERN - CUST STATED IT HAS OCCURRED 3 TIMES - CUST IN LOANER FROM DLRSHP - DLRSHP HAS A VDR WHICH THEY WILL PUT ON VEH SOON - F/U WED-OBC TO CUST AT [redacted] - NO ANSWER - LEFT V/M - ADVISED CUST OF STATUS OF VEH AT DLRSHP AND THAT CUST IN LOANER - ADVISED CUST WILL F/U 6/27 BY 4:30PM

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-27-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 11232 MAPLECRESTFORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 12000 MI

Comm Type: PHONE

Analyst Name: TRAUSCHT (CTRAUSCH),COREY

Analyst: CTRAUSCH

Action Date: 06/27/2012

Action Time: 12.55.23.808

Action Data: Yes

Comments -OBC TO DLRSHP S/A WILL - VEH IS AT DLRSHP - STILL UNABLE TO DUPLICATE CONCERN - VDR IS IN VEH AND STILL NOTHING - DLRSHP TRYING TO DUPLICATE CONCERN-OBC TO CUST AT [redacted] - CUST IS EXTREMELY UPSET DLRSHP CAN'T DUPLICATE CONCERN - CUST STATED SHE IS GOING TO WASHINGTON DC JULY 15 WITH FAMILY - CUST STATED SHE IS NOT GOING TO DRIVE THE VEH - CUST IS TOO AFRAID OF VEH SHUTTING OFF IN INTERSECTION - CSM ADVISED CUST DLRSHP HAS VDR ON VEH AND TRYING TO DUPLICATE CONCERN - CUST IS UPSET AMOUNT OF MILES BEING PUT ON VEH SINCE IT'S A LEASE - CUST WANTS CREDIT FOR THE MILES - ADVISED CUST THAT IS NOT SOMETHING CSM COULD HELP WITH - CUST WILL TRY TO CONTACT LEASING - ADVISED CUST WILL F/U 7/2 BY 4:30PM

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-02-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP

Dealer: 11232 MAPLECRESTFORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 12000 MI

Comm Type: PHONE

Analyst Name: TRAUSCHT (CTRAUSCH),COREY

Analyst: CTRAUSCH

Action Date: 07/02/2012

Action Time: 11.34.52.520

Action Data: Yes

Comments -OBC TO DLRSHP S/A WILL - S/A WILL STATED CUST STATED SHE IS CONTACTING A LAWYER - DLRSHP STOPPED WORKING ON VEH AT THAT POINT-OBC TO CUST AT [redacted] - CSM ADVISED CUST THAT DLRSHP HAS DISCONTINUED WORKING ON VEH SINCE CUST STATED SHE IS CONTACTING LAWYER - CUST WAS VERY ANGRY AT HEARING THIS - ADVISED CUST ONCE SHE STATED LAWYER DLRSHP COULD NO LONGER WORK ON VEH - CUST STATED SHE IS ONLY CONTACTING LAWYER OVER HER OPTIONS - CSM ADVISED CUST TO CONTACT DLRSHP - CUST WANTED TO KNOW WHY I KEEP CONATCTING HER - CSM EXPLAINED HIS ROLE AND CUST STATED SHE DOES NOT HAVE TIME FOR THIS - NO FURTHER CUST CONTACT - CSM SETTING DLRSHP ONLY F/U FOR 7/6 BY 4:30PM

Data Element Name	Data Value
DATE OF FOLLOW UP:	07-06-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN ADDRESSED

Dealer: 11232 MAPLECRESTFORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 12000 MI

Comm Type: PHONE

Analyst Name: TRAUSCHT (CTRAUSCH),COREY

Analyst: CTRAUSCH

Action Date: 07/06/2012

Action Time: 11.16.23.486

Action Data: Yes

Comments -OBC TO DLRSHP S/A WILL -UNABLE TO DUPLICATE CONCERN - VEH GONE - AS STATED BY CUST SHE DOES NOT WANT TO BE CONTACTED BY CSM - NO FURTHER ACTION - CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	95
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU9DG3BK[redacted] **Year:** 2011 **Model:** **Case:** 445022631
Name: [redacted] **Owner Status:** Original **WSD:** 2011-01-31
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED **Primary Phone:** [redacted]
Reason Desc: CRC RELATED - SUPERVISOR REQUEST SUBMITTED **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: SUPERVISOR REQUEST LIVE ESCALATION
Dealer: 01765 MAPLECRESTFORD **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 12000 MI **Comm Type:** PHONE
Analyst Name: VADEN SIMRALL **Analyst:** SVADEN1
Action Date: 06/20/2012 **Action Time:** 09.34.24.979 **Action Data:** Yes

Comments -ESC TO SUP KEVIN-LTV: 95----------CUST:-WANTS VEH FIXED IMMEDIATELY----------CRC:"I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE"-ASKED CUST IF SHE HAS SPOKEN TO DLR ABOUT A RENTAL IN THE MEAN TIME AND SHE SAID THATS WHY SHE IS CALLING CRC.-CANT WAIT TWO BUS DAYS, ASKED FOR SUP----------SYMPTOMS:-VEH SHUTS OFFWANT VEH DATA RECORDER IN CARSHUTS OFF IN MIDDLE OF A TURNSTARTED APRIL, 2011-UNABLE TO DUPLLICATE----------DEALER:MAPLECREST FORD LINCOLN 2800 SPRINGFIELD AVENUEUNION NJ 07088(800) 954-0288ALEX S/M

Data Element Name	Data Value
SUPERVISOR'S CDSID:	KTESMACH
SUPERVISOR'S NAME:	TESMACHER , KEVIN

Action: SUPERVISOR REQUEST LIVE CLOSE
Dealer: 01765 MAPLECRESTFORD **Origin Desc:** TIER ONE - MELBOURNE
Odometer: 12000 MI **Comm Type:** PHONE
Analyst Name: TESMACHER , KEVIN **Analyst:** KTESMACH
Action Date: 06/20/2012 **Action Time:** 09.37.43.279 **Action Data:** No

Comments =CAS KEVIN TAKING LIVE CALL FROM SIMI=CUST VERIFIED THE CONCERN=STILL HAVING A CONCERN WITH THE VEH STALLING=CUST SEEKING FOR THE VEH TO BE REPAIRED=VEH WILL STALL WITH NO WARNING OR INDICATOR=ADVISED CUST THAT WE HAVE ESCALATED THIS CASE TO OUR REGIONAL DEPARTMENT AND SHE WOULD RECEIVE A CALL BACK WITHIN 2 BUSINESS DAYS ON THE CONCERN=ADVISED THAT HER BEST OPTION IS TO HAVE THE VEH AT THE DLR SO THEY CAN PREFORM FURTHER TESTS=RECOMMENDED CUST TO SAVE ANY RECEIPTS FOR RENTAL AS THAT CAN BE REVIEWED BY THE CSM=CUST STATES THAT SHE WILL GO TO A LAWYER IF THIS IS NOT RESOLVED--NO FURTHER ACTION NEEDED

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All Action Details for Issue

Print

VIN: 1FMCU9DG3BK[redacted] **Year:** 2011 **Model:** **Case:** 445022631
Name: [redacted] **Owner Status:** Original **WSD:** 2011-01-31
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: 05/02/2012

Action: TIER II ESCALATION - CUSTOMER PERCEIVES MULTIPLE REPAIR
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** US CONCERN CASE BASE
Odometer: 11400 MI **Comm Type:** PHONE
Analyst Name: DOREEN (CDOREEN),CHEESEMAN **Analyst:** CDOREEN
Action Date: 05/01/2012 **Action Time:** 09.46.15.173 **Action Data:** Yes

Comments CUSTOMER SAID: - CUST STATES VEH SHUT OFF AGAIN FOR THE THIRD TIME - SAME PROBLEM - FOUR TIMES NOW FOR THIS - CUST STATES I WAS DRIVING AND VEH SHUT OFF IN THE MIDDLE OF INTERSECTION - LAST TIME TOOK TO DEALER AND TOLD ME TO DRIVE IT THERE - VEH THERE TWO WEEKS IN DECEMBER - REPAIRED THE VEH AND TOOK LONG TIME TO FIGURE OUT WHAT HAPPEN - ELECTRICAL AND FUEL SYSTEM - ENTIRE VEH TAKEN APART THEN - CUST STATES NOW WAITING FOR ROADSIDE TODAY TO COME GET THE VEH - CALLED THEM EARLIER - TAKING VEH BACK TO THE DEALER TO BE CHECKED AGAIN - CUST CALLING FORD I NEED TO GET THIS VEH FIXED - THANK GOODNESS I DIDNT HAVE THE CHILDREN IN THE VEH WHEN THIS HAPPENED - COULD HAVE BEEN WORSE - I NEED THE VEH FIXED OR LOOK INTO OTHER OPTIONS IF IT CANT BE FIXEDDEALER SAID: MAPLECREST FORD 2800 SPRINGFIELD AVENUEUNION NJ 07088 (800) 954-0288 - NONECRC 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- CRC ADVISED THE ABOVE - CUST STATED CALL ANYTIME - PHONE #[redacted]

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

Action: CREATE FOLLOW UP
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 11400 MI **Comm Type:** PHONE
Analyst Name: TRETTENERO , ANGELA **Analyst:** ATRETTEN
Action Date: 05/02/2012 **Action Time:** 10.45.21.164 **Action Data:** Yes

Comments OBC TO SM ALEX @ 908-964-7700 - SM STATES THAT THEY HAVE NEVER VERIFIED THE CUSTOMERS CONCERN - HAVE BEEN WORKING WITH HOTLINE TO MAKE REPAIRS. SM STATES THAT HE REQUESTED AN FSE AND GAVE THE CUSTOMER A LONER. NO CODES AND UNABLE TO DUPLICATE AFTER ROAD TEST. CONTACTING HOTLINE AGAIN.OBC TO CUSTOMER @ [redacted] - LM ON VM PROVIDING TOLL FREE NUMBER AND SET FU 05-04-2012.

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-04-2012
TIME OF FOLLOW UP (HH:MM):	18:30

Action: ESCALATED HANDLING REQUIRED - COMPLETE (EXPLAIN IN COMMENTS)
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** DEALER
Odometer: 11400 MI **Comm Type:** VISIT
Analyst Name: MICHAEL DECICCO **Analyst:** M-DECIC1
Action Date: 05/03/2012 **Action Time:** 13.22.54.622 **Action Data:** No

[redacted]

Comments ROAD TEST PERFORM EEC PINPOINT TESTS AS PER TECH HOTLINE UNABLE TO DUPLICATE CUSTOMERS CONCERN.AWAITING FSE TO GET INVOLVED

Action: CREATE FOLLOW UP
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 11400 MI **Comm Type:** PHONE
Analyst Name: TRETTENERO , ANGELA**Analyst:** ATRETTEN
Action Date: 05/04/2012 **Action Time:** 14.37.57.203**Action Data:** Yes

Comments OBC TO SM ALEX @ 908-964-7700 - WAITING FOR FSE.OBC TO CUSTOMER @[redacted] CUSTOMER STATES THAT SHE ONLY GETS 10500 MILES ON THE LEASE AND IS CONCERNED ABOUT GOING OVER. CUSTOMER STATES THAT THE DEALERSHIP PROVIDED HER WITH A LONER VEHICLE. CSM ADVISED CUSTOMER THAT THE DEALERSHIP HAS REQUESTED THAT AN FSE COME OUT TO LOOK AT THE VEHICLE BUT WE DON'T HAVE AN EXACT DATE AT THIS TIME. CSM ADVISED CUSTOMER OF FU 05-08-2012 WITH ANY ADDITIONAL INFORMATION.

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-08-2012
TIME OF FOLLOW UP (HH:MM):	18:30

Action: CREATE FOLLOW UP
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 11400 MI **Comm Type:** PHONE
Analyst Name: TRETTENERO , ANGELA**Analyst:** ATRETTEN
Action Date: 05/08/2012 **Action Time:** 13.07.13.204**Action Data:** Yes

Comments OBC TO SA WILL @ 908-964-7700 - CSM ADVISED SA THAT AN FSE MORE THAN LIKELY WON'T COME OUT UNLESS THEY ARE ABLE TO DUPLICATE THE CUSTOMERS CONCERN. CSM ADVISED SA TO SEE IF THEY CAN OBTAIN A VDR TO PUT IN THE CUSTOMERS VEHICLE TO CAPTURE READINGS AND RETURN THE VEHICLE TO THE CUSTOMER. CSM ADVISED IF THE DEALERSHIP IS UNABLE TO OBTAIN A VDR THEN THE VEHICLE NEEDS TO BE GIVEN BACK TO THE CUSTOMER SINCE THEY ARE UNABLE TO DUPLICATE THE CONCERN AND IT'S BEEN OVER A WEEK SINCE THEIR LAST HOTLINE CONTACT.OBC TO CUSTOMER @[redacted] - CUSTOMER STATES THAT THE CONCERN HAS HAPPENED 4 TIMES AND A MONTH IN-BETWEEN EACH OCCURRENCE. CUSTOMER STATES THAT THE LAST TIME THE CONCERN HAPPENED SHE CALLED ROADSIDE BUT ONLY AFTER SHE WAS ABLE TO RE-START THE VEHICLE AND GET OUT OF THE WAY OF ONCOMING TRAFFIC. CSM ADVISED CUSTOMER THAT DEALERSHIP IS LOOKING FOR VDR, BUT IF THEY ARE UNABLE TO FIND IT THE VEHICLE WILL HAVE TO BE RETURNED SINCE THEY HAVE BEEN UNABLE TO DUPLICATE. CSM SET FU 05-09-2012.

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-09-2012
TIME OF FOLLOW UP (HH:MM):	18:30

Action: CREATE FOLLOW UP
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 11400 MI **Comm Type:** PHONE
Analyst Name: TRETTENERO , ANGELA**Analyst:** ATRETTEN
Action Date: 05/09/2012 **Action Time:** 10.35.43.302**Action Data:** Yes

Comments OBC TO SM ALEX OR SA WILL @ 908-964-7700 - SA STATES THAT IT WILL BE A COUPLE OF WEEKS BEFORE THEY ARE ABLE TO OBTAIN A VDR - CSM ADVISED SA TO MAKE SURE WE ARE ON WHATEVER WAITING LIST IS NECESSARY TO OBTAIN THIS VDR FOR THIS CUSTOMER. SA STATES THAT SM ALEX IS WORKING TO GET THE VDR ALSO. SA ADVISED CSM THAT THEY WILL DELIVER THE CUSTOMERS VEHICLE TO HER TODAY, PICK UP THE LONER VEHICLE AND EXPLAIN THE VDR SITUATION TO HER.OBC TO CUSTOMER @ [redacted] - CSM ADVISED CUSTOMER OF INFORMATION DISCUSSED WITH SA WILL AND SET FU 05-16-2012 TO TOUCH BASE ON HOW THE VEHICLE IS RUNNING AND THE STATUS OF OBTAINING THE VDR.

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-16-2012
TIME OF FOLLOW UP (HH:MM):	18:30

Action: CREATE FOLLOW UP
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 11400 MI **Comm Type:** PHONE
Analyst Name: TRETTENERO , ANGELA **Analyst:** ATRETTEN
Action Date: 05/16/2012 **Action Time:** 13.39.49.171 **Action Data:** Yes

Comments OBC TO SM ALEX @ 908-964-7700 - SM STATES THAT HE ORDERED 3 NEW ONES FROM FSE DAN - OB EMAIL TO FSE DAN INQUIRING ABOUT ETA FOR THE VDR'S. OBC TO CUSTOMER @[redacted]- LM ON VM PROVIDING TOLL FREE NUMBER - CSM ADVISED CUSTOMER THAT I AM LOOKING INTO ETA OF VDR AND SET FU 05-18-2012.

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-18-2012
TIME OF FOLLOW UP (HH:MM):	18:30

Action: CREATE FOLLOW UP
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 11400 MI **Comm Type:** PHONE
Analyst Name: TRETTENERO , ANGELA **Analyst:** ATRETTEN
Action Date: 05/18/2012 **Action Time:** 10.20.53.506 **Action Data:** Yes

Comments IB EMAIL FROM FSE STATING THAT SHIPMENTS WILL START AT THE END OF MAY AND WILL BE COMPLETE BY THE END OF JUNE.OBC TO CUSTOMER @[redacted] LM ON VM PROVIDING TOLL FREE NUMBER AND SET FU 05-21-2012.

Data Element Name	Data Value
DATE OF FOLLOW UP:	05-21-2012
TIME OF FOLLOW UP (HH:MM):	18:30

Action: CONCERN ADDRESSED
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 11400 MI **Comm Type:** PHONE
Analyst Name: TRETTENERO , ANGELA **Analyst:** ATRETTEN
Action Date: 05/21/2012 **Action Time:** 09.47.21.938 **Action Data:** Yes

Comments OBC TO CUSTOMER @[redacted] - LM ON VM PROVIDING TOLL FREE NUMBER AND ADVISING CUSTOMER OF CASE CLOSURE. CSM ADVISED CUSTOMER THAT WHEN THE VDR ARRIVES AT THE DEALERSHIP THEY WILL CONTACT HER TO BRING HER VEHICLE IN, IF SHE IS STILL HAVING THE SAME CONCERNS. NO FURTHER ACTION. CASE CLOSED.

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	95
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N

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

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All Action Details for Issue

Print

VIN: 1FMCU9DG3BK[redacted] **Year:** 2011 **Model:** **Case:** 445022631
Name: [redacted] **Owner Status:** Original **WSD:** 2011-01-31
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED **Primary Phone:** [redacted]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 011000 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 05/02/2012 **Action Time:** 22.38.06.797 **Action Data:** No

Comments DISPATCH COMPLETE

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All Action Details for Issue

Print

VIN: 1FMCU9DG3BK[redacted] **Year:** 2011 **Model:** **Case:** 445022631
Name: [redacted] **Owner Status:** Original **WSD:** 2011-01-31
Symptom Desc: **Primary Phone** [redacted]
Reason Desc: DEALER GENERATED INFORMATION ISSUE **Secondary Phone:** [redacted]
Issue Type: 02 INFORMATION **Issue Status:** CLOSED

Action: ESCALATED HANDLING REQUIRED - COMPLETE (EXPLAIN IN COMMENTS)
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** DEALER
Odometer: 17766 MI **Comm Type:** VISIT
Analyst Name: MICHAEL DECICCO **Analyst:** M-DECIC1
Action Date: 05/01/2012 **Action Time:** 14.14.36.927 **Action Data:** No

Comments CUSTOMER STATES VEHICLE IS STALLING WHILE DRIVING.THROTTLE BODY REPLACED IN DECEMBER FOR SIMILAR CONCERN COIL REPLACED IN DECEMBER FOR DRIVEABLILTY CONCERN.WE ARE UNABLE TO DUPLICATE CUSTOMERS CONCERN AFTER ROAD TESTING.ALL CODES PASS.DEALERSHIP REQUESTING FSE INVOLVEMENT AS THIS IS THE THIRD REPAIR ATTEMPT AND WE ARE UNABLE TO DUPLICATE CONCERN AT THIS POINT

Action: CLOSING PENDING 02 ISSUES
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** SYSTEMS TEAM
Odometer: **Comm Type:** OTHER
Analyst Name: **Analyst:** SYSTEM
Action Date: 05/01/2012 **Action Time:** 23.00.23.639 **Action Data:** No

Comments CLOSED BY SYSTEM

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All Action Details for Issue

Print

VIN: 1FMCU9DG3BK[redacted] **Year:** 2011 **Model:** **Case:** 445022631
Name: [redacted] **Owner Status:** Original **WSD:** 2011-01-31
Symptom Desc: LOSS OF POWER CRUISE **Primary Phone:** [redacted]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK **Secondary Phone:** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 12/09/2011

Action: TIER II ESCALATION - MULTIPLE REPAIR
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** US CONCERN CASE BASE
Odometer: 8155 MI **Comm Type:** PHONE
Analyst Name: KYLES, SHARA **Analyst:** SKYLES2
Action Date: 12/08/2011 **Action Time:** 09.46.48.682 **Action Data:** Yes

Comments CUSTOMER SAID: - CUST STATES THE VEH HAS BEEN IN THE DLRSHIP 5 TIMES SINCE PURCHASE IN FEBRUARY - CUST STATES WAS ALMOST IN AN ACCIDENT BC WHILE COMPLETING TURN THE VEH SHUT OFF - DLR ADVISED CUST BAD COIL - STATES WHEN THE VEH GETS FILLED UP WITH GAS CAN SMELL THE GAS IN THE VEH - STATES SM WILL ADVISED CUST THAT FOUND ISSUE WITH THE COIL HOWEVER NOT CONFIDENT THAT THIS IS GOING TO RESOLVE ALL THE ISSUES MAPLECREST FORD LINCOLN 2800 SPRINGFIELD AVENUEUNION NJ 07088(800) 954-0288CRC 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 VEHICLECSR ADVISED OF ABOVE - PLEASE CONTACT CUST AFTER 2PM

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8155 MI **Comm Type:** PHONE
Analyst Name: TIBBETTS, CYNTHIA **Analyst:** CTIBBETT
Action Date: 12/09/2011 **Action Time:** 14.36.58.729 **Action Data:** No

Comments OBC TO DLR @908-964-7700 SPOKE WITH ALEX SMITH WHO ADVISED VEH HAS SHUT OFF 3 TIMES IN 6 MONTHS AND THEY HE CAN NOT VERIFY PROBLEM==ALEX STATES ALSO THAT CONCERNS RELATED TO GAS SMELL HAVE BEEN RESOLVED== VEH WAS PURCHASED AT DLR THAT IS NOW CLOSED

Action: CREATE FOLLOW UP
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8155 MI **Comm Type:** PHONE
Analyst Name: TIBBETTS, CYNTHIA **Analyst:** CTIBBETT
Action Date: 12/09/2011 **Action Time:** 14.39.22.956 **Action Data:** Yes

Comments OBC TO CUST @[redacted]==LEFT VM ON MACH WITH CASE# AND NAME==ADVISED I WOULD BE HERE TILL 3:30 TODAY AND WOULD F/U WITH HER MONDAY 12/12/11 BY EOB IF I DID NOT HEAR BACK FROM HER TODAY

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-12-2011
TIME OF FOLLOW UP (HH:MM):	16:30

Action: CREATE FOLLOW UP

Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8155 MI **Comm Type:** PHONE
Analyst Name: TIBBETTS, CYNTHIA **Analyst:** CTIBBETT
Action Date: 12/12/2011 **Action Time:** 11.35.05.897 **Action Data:** Yes

Comments IBC FROM CUST==LEFT VM ON MACH WITH CELL #[redacted]==OBC TO CUST[redacted]-1817==LEFT VM ON MACH==SET F/U FOR TOMORROW 12-13-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-13-2011
TIME OF FOLLOW UP (HH:MM):	16:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8155 MI **Comm Type:** PHONE
Analyst Name: TIBBETTS, CYNTHIA **Analyst:** CTIBBETT
Action Date: 12/12/2011 **Action Time:** 13.43.15.642 **Action Data:** No

Comments OBC TO DLR @908-964-7700==SPOKE WITH WILL WHO ADVISED THEY ARE IN THE PROCESS OF DISSASEMBLING THE VEH AND THAT THEY BELIEVE THEY HAVE DETERMINED THE CAUSE OF THE CONCERN WHICH IS THE VEH STALLING

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8155 MI **Comm Type:** PHONE
Analyst Name: TIBBETTS, CYNTHIA **Analyst:** CTIBBETT
Action Date: 12/12/2011 **Action Time:** 13.46.27.808 **Action Data:** No

Comments OBC TO CUST @[redacted]==CUSTOMER STATES PROBLEM WITH DRIVETRAIN HAS EXISTED SINCE APRIL 2011==VEH SHUT OFF 3/29/11 AS CUST WAS COMPLETING A TURN==CUST ALSO ADVISED CONCERNS WITH SMELL OF GAS IN VEH AFTER FILLING TANK UP==CSM ADVISED SHE WOULD CALL DLR AND INQUIRE AS TO STATUS OF REPAIR==

Action: CREATE FOLLOW UP
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8155 MI **Comm Type:** PHONE
Analyst Name: TIBBETTS, CYNTHIA **Analyst:** CTIBBETT
Action Date: 12/12/2011 **Action Time:** 13.54.05.169 **Action Data:** Yes

Comments OBC TO CUST @[redacted]==SPOKE WITH CUST AND ADVISED VEH IS IN THE PROCESSS OF BEING DISASSEMBLED==SET F/U FOR 12/13/2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-13-2011
TIME OF FOLLOW UP (HH:MM):	14:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8155 MI **Comm Type:** PHONE
Analyst Name: TIBBETTS, CYNTHIA **Analyst:** CTIBBETT
Action Date: 12/13/2011 **Action Time:** 13.13.18.860 **Action Data:** No

Comments OBC TO S/M WILL @908-964-7700 MAPLECRESTFORD LINCON==WILL ADVISED TECH THAT WAS

WORKING ON VEH YESTERDAY CALLED OUT SICK TODAY==WILL ADVISED HE DIDN'T WANT ANOTHER TECH TO WORK ON THE VEH AND THE ORIGINAL TECH THAT WORKED ON THE VEH WOULD BE BACK TO WORK TOMORROW

Action: CREATE FOLLOW UP
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8155 MI **Comm Type:** PHONE
Analyst Name: TIBBETTS, CYNTHIA **Analyst:** CTIBBETT
Action Date: 12/13/2011 **Action Time:** 13.29.03.754 **Action Data:** Yes

Comments OBC TO CUST @[redacted]=ADVISED CUST NO UPDATE ON REPAIR AVAILABLE AS SERVICE TECH IS NOT AT WORK TODAY==CSM ADVISED SHE WOUDL FOLLOW UP 12-15-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-15-2011
TIME OF FOLLOW UP (HH:MM):	16:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8155 MI **Comm Type:** PHONE
Analyst Name: TIBBETTS, CYNTHIA **Analyst:** CTIBBETT
Action Date: 12/15/2011 **Action Time:** 13.59.42.190 **Action Data:** No

Comments OBC TO DLR @[redacted]==SPOKE WITH WILL WHO ADVISED HOTLINE HAD BEEN CONTACTED AND REPAIR WS COMPLETED USING THIER SUGGESTIONS== WILL ADVISED THEY WERE ALMOST READY TO RELEASE VEH BACK TO CUST AFTER 1 FINAL ROAD TEST

Action: CREATE FOLLOW UP
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8155 MI **Comm Type:** PHONE
Analyst Name: TIBBETTS, CYNTHIA **Analyst:** CTIBBETT
Action Date: 12/15/2011 **Action Time:** 14.02.33.552 **Action Data:** Yes

Comments OBC TO CUST @[redacted]=CSM ADVISED CUST SHE HAD SPOKE WITH DLR AND VEH SOULD BE RETURNED TO HER THIS AFTERNOON OR TOMORROW MORNING==CSM ADVISED SHE WOUDL F/U 12-22-11

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-22-2011
TIME OF FOLLOW UP (HH:MM):	14:30

Action: CONCERN ADDRESSED
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8155 MI **Comm Type:** PHONE
Analyst Name: RONDA,MARIO **Analyst:** MRONDA
Action Date: 12/22/2011 **Action Time:** 13.18.29.889 **Action Data:** Yes

Comments OBC TO DLR S/A WILL INFORMED CSM DLR REPLACED TRHOTTLE BODY AS PER HOTLINE____VEH WITH CUST SINCE LAST WEDNESDAY____OBC TO CUST WHO ADVISED CSM THE VEH HAS BEEN REPAIRED___CUST HAS CONCERN WITH THE REMOTE START NO WORKING PROPERLY___CUST WILL BRING VEH IN AFTER THE HOLIDAYS TO HAVE REMOTE START LOOKED AT BY THE DLR___CASE CLOSED

Data Element Name	Data Value

CUSTOMER'S LTV SCORE	95
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

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PE13-003.4 000690LC

All Action Details for Issue

Print

VIN: 1FMCU9DG3BK[redacted] **Year:** 2011 **Model:** **Case:** 445022631
Name: [redacted] **Owner Status:** Original **WSD:** 2011-01-31
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: MISC INQUIRY - GENERAL/OTHER **Secondary Phone:** [redacted]
Issue Type: 02 INFORMATION **Issue Status:** CLOSED

Action: REFERRED BY DEALER
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** MANUAL - PHONE CSR
Odometer: 8155 MI **Comm Type:** PHONE
Analyst Name: KYLES, SHARA **Analyst:** SKYLES2
Action Date: 12/08/2011 **Action Time:** 09.49.23.888 **Action Data:** No

Comments CUSTOMER SAID: - STATES WILL ADVISED CUST TO CONTACT CRC TO ASSIST CUSTCRC ADVISED: MAPLECREST FORD LINCOLN 2800 SPRINGFIELD AVENUEUNION NJ 07088(800) 954-0288

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All Action Details for Issue

Print

VIN: 1FMCU9DG3BK[redacted] **Year:** 2011 **Model:** **Case:** 445022631
Name: [redacted] **Owner Status:** Original **WSD:** 2011-01-31
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS **Secondary Phone:** [redacted]
Issue Type: 02 INFORMATION **Issue Status:** CLOSED

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER
Dealer: **Origin Desc:** MANUAL - PHONE CSR
Odometer: 8155 MI **Comm Type:** PHONE
Analyst Name: KYLES, SHARA **Analyst:** SKYLES2
Action Date: 12/08/2011 **Action Time:** 09.42.28.425 **Action Data:** No

Comments CUSTOMER PROFILE UPDATE

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All Action Details for Issue

Print

VIN: 1FMCU9DG3BK[redacted] **Year:** 2011 **Model:** **Case:** 445022631
Name: [redacted] **Owner Status:** Original **WSD:** 2011-01-31
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: MISC INQUIRY - CSR OBC **Secondary Phone:** [redacted]
Issue Type: 02 INFORMATION **Issue Status:** CLOSED

Action: OUTBOUND CALL TO DEALER
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** MANUAL - PHONE CSR
Odometer: 6000 MI **Comm Type:** PHONE
Analyst Name: POMARES, KATHI **Analyst:** KPOMARES
Action Date: 09/20/2011 **Action Time:** 12.25.37.665 **Action Data:** No

Comments NO COMMENTS AVAILABLE

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All Action Details for Issue

Print

VIN: 1FMCU9DG3BK[redacted] **Year:** 2011 **Model:** **Case:** 445022631
Name: [redacted] **Owner Status:** Original **WSD:** 2011-01-31
Symptom Desc: START/CHARGE STARTING SYSTEM **Primary Phone:** [redacted]
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** US CONCERN CASE BASE
Odometer: 6000 MI **Comm Type:** PHONE
Analyst Name: POMARES, KATHI **Analyst:** KPOMARES
Action Date: 09/20/2011 **Action Time:** 12.24.00.474 **Action Data:** No

Comments CUSTOMER SAID: -LEASE A 2011 ESCAPE AND HAD TO TAKE BACK FOR SVC FOR A NOISE FROM STEERING COLUMN AND HAD IT REPLACED-ALSO HAD TO HAVE REMOTE START REPAIRED-DLR NOW CLOSED AND WENT TO MAPLECREST FORD WHO SAYS MAY NOT BE WARRANTIED DUE TO HAD TO GO BACK TO DLR AND DLR NO LONGER THERE-HAVING NOISE -WAS TOLD A BOX WAS LOOSE FOR THE REMOTE START AND DLR SAID THEY DID CUST A FAVOR BY NO CHARGE AND STILL HAVING NOISE AND REMOTE START NOT WORKING AGAIN-CUST WAS TOLD THAT IF THERE WAS ANOTHER PROBLEM IN THIS AREA THAT IT WILL NOT BE COVERED?-REARVIEW MIRROR CHANGING COLORS ALSO-REMOTE START WAS PUT IN AT GARDEN STATE FORD AND MAPLECREST SAYS IT IS AFTERMARKET AND CUST STILL CAN NOT GET IT TO WORK AND SHE PAYS MONTHLY FOR THE REMOTE START1-NOISE IN STEERING COLUMN2-REARVIEW MIRROR APPEARANCE3-START/CHARGE INOPERABLEDEALER SAID: MAPLECREST FORD LINCOLN FORD CODE: 13D044 LM CODE: 14D474 DEALER PROFILE 2800 SPRINGFIELD AVENUEUNION, NJ 07088 TEL:(800) 954-0288FAX:(908) 964-8021CRC ADVISED: WE RECOMMEND THAT YOUR VEHICLE BE INSPECTED BY A FORD/LINCOLN/MERCURY DEALERSHIP TO DETERMINE THE CAUSE OF ANY SYMPTOMS YOUR VEHICLE MAY BE EXPERIENCING. IF THERE IS NO COVERAGE UNDER APPLICABLE WARRANTIES, RECALLS OR ESP'S, REPAIRS AND SERVICES WOULD BE YOUR RESPONSIBILITY. YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED.*OBC TO DLR*-SPOKE WITH S/M ALEX WHO SAYS THE CUST SHOULD CALL FOR APPT AND HE WILL ASSIST HER WITH THIS CONCERNADVISED CUST OF THE ABOVE AND CUST WILL CALL AFTER WORK FOR APPT-NO OFFERS NO ALERTS

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU9DG3BK[redacted] **Year:** 2011 **Model:** **Case:** 445022631
Name: [redacted] **Owner Status:** Original **WSD:** 2011-01-31
Symptom Desc: MIRRORS INTERIOR APPEARANCE **Primary Phone:** [redacted]
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CLOSE - DOCUMENT MULTIPLE SYMPTOMS
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** US CONCERN CASE BASE
Odometer: 6000 MI **Comm Type:** PHONE
Analyst Name: POMARES, KATHI **Analyst:** KPOMARES
Action Date: 09/20/2011 **Action Time:** 12.22.24.268 **Action Data:** No

Comments CUSTOMER SAID: -LEASE A 2011 ESCAPE AND HAD TO TAKE BACK FOR SVC FOR A NOISE FROM STEERING COLUMN AND HAD IT REPLACED-ALSO HAD TO HAVE REMOTE START REPAIRED-DLR NOW CLOSED AND WENT TO MAPLECREST FORD WHO SAYS MAY NOT BE WARRANTIED DUE TO HAD TO GO BACK TO DLR AND DLR NO LONGER THERE-HAVING NOISE -WAS TOLD A BOX WAS LOOSE FOR THE REMOTE START AND DLR SAID THEY DID CUST A FAVOR BY NO CHARGE AND STILL HAVING NOISE AND REMOTE START NOT WORKING AGAIN-CUST WAS TOLD THAT IF THERE WAS ANOTHER PROBLEM IN THIS AREA THAT IT WILL NOT BE COVERED?-REARVIEW MIRROR CHANGING COLORS ALSO-REMOTE START WAS PUT IN AT GARDEN STATE FORD AND MAPLECREST SAYS IT IS AFTERMARKET AND CUST STILL CAN NOT GET IT TO WORK AND SHE PAYS MONTHLY FOR THE REMOTE START1-NOISE IN STEERING COLUMN2-REARVIEW MIRROR APPEARANCE3-START/CHARGE INOPERABLEDEALER SAID: MAPLECREST FORD LINCOLN FORD CODE: 13D044 LM CODE: 14D474 DEALER PROFILE 2800 SPRINGFIELD AVENUEUNION, NJ 07088 TEL:(800) 954-0288FAX:(908) 964-8021CRC ADVISED: WE RECOMMEND THAT YOUR VEHICLE BE INSPECTED BY A FORD/LINCOLN/MERCURY DEALERSHIP TO DETERMINE THE CAUSE OF ANY SYMPTOMS YOUR VEHICLE MAY BE EXPERIENCING. IF THERE IS NO COVERAGE UNDER APPLICABLE WARRANTIES, RECALLS OR ESP'S, REPAIRS AND SERVICES WOULD BE YOUR RESPONSIBILITY. YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED.*OBC TO DLR*-SPOKE WITH S/M ALEX WHO SAYS THE CUST SHOULD CALL FOR APPT AND HE WILL ASSIST HER WITH THIS CONCERNADVISED CUST OF THE ABOVE AND CUST WILL CALL AFTER WORK FOR APPT-NO OFFERS NO ALERTS

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU9DG3BK[redacted] **Year:** 2011 **Model:** **Case:** 445022631
Name: [redacted] **Owner Status:** Original **WSD:** 2011-01-31
Symptom Desc: STRG/HANDLING NOISE **Primary Phone** [redacted]
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY
Dealer: 11232 MAPLECRESTFORD LINCOLN **Origin Desc:** US CONCERN CASE BASE
Odometer: 6000 MI **Comm Type:** PHONE
Analyst Name: POMARES, KATHI **Analyst:** KPOMARES
Action Date: 09/20/2011 **Action Time:** 12.21.41.505 **Action Data:** No

Comments CUSTOMER SAID: -LEASE A 2011 ESCAPE AND HAD TO TAKE BACK FOR SVC FOR A NOISE FROM STEERING COLUMN AND HAD IT REPLACED-ALSO HAD TO HAVE REMOTE START REPAIRED-DLR NOW CLOSED AND WENT TO MAPLECREST FORD WHO SAYS MAY NOT BE WARRANTIED DUE TO HAD TO GO BACK TO DLR AND DLR NO LONGER THERE-HAVING NOISE -WAS TOLD A BOX WAS LOOSE FOR THE REMOTE START AND DLR SAID THEY DID CUST A FAVOR BY NO CHARGE AND STILL HAVING NOISE AND REMOTE START NOT WORKING AGAIN-CUST WAS TOLD THAT IF THERE WAS ANOTHER PROBLEM IN THIS AREA THAT IT WILL NOT BE COVERED?-REARVIEW MIRROR CHANGING COLORS ALSO-REMOTE START WAS PUT IN AT GARDEN STATE FORD AND MAPLECREST SAYS IT IS AFTERMARKET AND CUST STILL CAN NOT GET IT TO WORK AND SHE PAYS MONTHLY FOR THE REMOTE START1-NOISE IN STEERING COLUMN2-REARVIEW MIRROR APPEARANCE3-START/CHARGE INOPERABLEDEALER SAID: MAPLECREST FORD LINCOLN FORD CODE: 13D044 LM CODE: 14D474 DEALER PROFILE 2800 SPRINGFIELD AVENUEUNION, NJ 07088 TEL:(800) 954-0288FAX:(908) 964-8021CRC ADVISED: WE RECOMMEND THAT YOUR VEHICLE BE INSPECTED BY A FORD/LINCOLN/MERCURY DEALERSHIP TO DETERMINE THE CAUSE OF ANY SYMPTOMS YOUR VEHICLE MAY BE EXPERIENCING. IF THERE IS NO COVERAGE UNDER APPLICABLE WARRANTIES, RECALLS OR ESP'S, REPAIRS AND SERVICES WOULD BE YOUR RESPONSIBILITY. YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED.*OBC TO DLR*-SPOKE WITH S/M ALEX WHO SAYS THE CUST SHOULD CALL FOR APPT AND HE WILL ASSIST HER WITH THIS CONCERNADVISED CUST OF THE ABOVE AND CUST WILL CALL AFTER WORK FOR APPT-NO OFFERS NO ALERTS

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GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

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

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	BLNFJ004 NHL			**Received:**	12/14/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2011,ESCAPE 4X4 (99 - 12) ,4X4 ,XLT ,MPV ,1FMCU9DG3BK[redacted]			**Build Date:**	08/31/2010
Odometer :	11,766 M	**Engine:**	3.0L IVCT	**Calibration:**	AM71F30A
Transmission:	6SP 6F MID	**Axle:**	3.51 RATIO	**A/C:**	YES
Dealer:	USA 11232 Maplecrest Ford Lincoln			**Phone#:**	(908) 964-1448
City:	Vauxhall	**State:**	New Jersey	**Country :**	USA

Originator: REUBEN LEWIS
Symptom: 5 52 1 39 DRV PERF,STALLS/QUITS,AT IDLE,INTERMITTENT
Status:
VFG: V52 DRIVEABILITY
Additional Symptom: STALLS AT SLOW SPEEDS
Fix: **Causal Component :**
Condition Code:

Hotliner: PJACOB45 **Phone:** 000 000-0000 **Regn Cd:** N1 New York
Engineering: **Phone:** **TAR:**

[redacted]

Dlr Contact: REUBEN LEWIS **Phone:** 908 964-1448 **Title Cde:** T

KOEO:
KOEC:
KOER:
Comments:

REPAIR 12/14/2011 05:34PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:CUSTOMER STATES VEHICLE STALLED WHILE DRIVING SLOW SPEED THROUGH AN INTERSECTION DIAGNOSTICS: ROAD TEST, COMP DIAG, CHECKED FOR UPDATES TO PCM NONE APPLY PARTS REPLACED:LAST VISIT OTHER TECNICIAN REPLACED COIL AND PLUG CYN 1 AFTER STRESS TESTING AND CODE P0301 TECH QUESTION:WHEN I GOT THIS VEHICLE I ROAD TESTED SEVERAL TIMES AND MILES COULD NOT GET VEHICLE TO STALL WHILE DRIVING AT SLOW SPEEDS I KNOW THAT THESE VEHICLES HAD SOME CONCERNS WITH THROTTLE BODIES ARE THERE ANY REPORTED CASES LIKE THIS REPORTED OR ARE THERE ANY TSBS OR OAISES MESSAGES THAT COULD APPLY THAT ARE NOT PUBLISHED AS OF YET ANY ASSISTANCE WOULD BE GREATLY HELPFULL

RECOMM 12/14/2011 05:34PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
REUBEN, REPORTS INDICATE THAT THE THROTTLE BODY HAS BEEN THE CAUSE OF SIMILAR CONCERNS. RECOMMEND TO FIRST VERIFY THAT THE AIR INLET SYSTEM AND THE AIR FILTER ARE SECURE AND FIT PROPERLY. INSPECT THE MAF SENSOR FOR DEBRIS AND CONTAMINATION. CHECK FOR RAW FUEL IN THE EVAP LINES AND CANISTER FROM OVER FUELING BY THE CUSTOMER. RECOMMEND TO VERIFY WITH THE CUSTOMER TYPICALLY OCCURS AFTER REFUELING. IF THIS IS THE CASE, OVER FUELING BY THE CUSTOMER WOULD BE SUSPECTED. IF NO OTHER PROBLEM IS FOUND, RECOMMEND TO REPLACE THE THROTTLE BODY AND RETEST.

REPAIR 05/01/2012 03:54PM ROBERT ABERCROMBIE MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:CUSTOMER STATES THAT VEHICLE STALLED OUT WHILE DRIVING - AFTER SLOWING AND TURNING TO THE RIGHT THROUGH AND INTERSECTION DIAGNOSTICS: ROAD TESTED - UNABLE TO VERIFY - EEC TEST - NO CODES PRESENT. PARTS REPLACED:NONE TECH

QUESTION:PREVIOUSLY REPLACED THROTTLE BODY AS PER HOTLINE RECOMMENDATION. CUSTOMER STATES SYMPTOMS ARE EXACTLY THE SAME AS LAST TIME. CAN WE HAVE THE ASSISTANCE OF A FIELD SERVICE ENGINEER FOR THIS VEHICLE? CUSTOMER IS UNHAPPY.

RECOMM **05/01/2012 03:54PM ROBERT ABERCROMBIE MSS - FCSD - TECH SVC HOTLINE**
WILLIAM, IT WOULD BE RECOMMENDED TO CONTINUE TO TRY TO DUPLICATE THIS CONCERN OR IF AVAILABLE USE A VDR TO TRY TO CAPTURE THIS CONCERN. USE SECTION 6 IN THE PC/ED FOR HELP WITH PID SELECTION. MONITOR THE MAF VOLTAGE AND IF NECESSARY MAKE A RECORDING OF THE MAF VOLTAGE. IF A CONCERN IS FOUND REPLACE THE MAF. ALSO CHECK THE PURGE VALVE. IF THE PURGE VALVE INTERMITTENTLY LEAKS IT CAN CAUSE A VERY HARD TO DUPLICATE STALLING CONCERN.

AUDIT **05/01/2012 03:54PM ROBERT ABERCROMBIE MSS - FCSD - TECH SVC HOTLINE**
ODOMETER 8421 M CHANGED TO 11766 M BY RABERCR4

ADD-ON **05/15/2012 03:08PM DAN YUROWSKI(FSE) MSS - FCSD - REG - NEW YORK**
THE SERVICE DIRECTOR ALEX SMITH CALLED ME ON THIS VEHICLE AND THEY WERE UNABLE TO DUPLICATE THIS CONCERN. PLEASE CALL FSE DAN YUROWSKI @ (732)685-1323 IF A TECHNICIAN CALLS IN ON THIS CONCERN AND HAS DUPLICATED THE CONCERN.

Download Options

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

Add Comments Previous Next Save Mail Report

Requester: DWASHI49
Report Summary
Server: FCWS686

Ford Proprietary, Private

16-Aug-2012
Retention: None

[redacted]

ROBERT M. SILVERMAN
CRAIG THOR KIMMEL

Member, PA Bar
Member, NJ Bar
Member, DE Bar
Member, NY Bar
Member, MD Bar
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Member, OH Bar
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Member, DC Bar
Member, CT Bar
Member, WI Bar
Member, IA Bar
Certified by the New Jersey Supreme Court as a Civil Trial Attorney

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TIMOTHY J. ABEEL, JR.
JOSEPH L. GENTILCORE
ALFRED J. TUMOLO III
CHRISTOPHER J. KELLEHER

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

NEW JERSEY OFFICE, Executive Quarters, 1950 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

November 16, 2012

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

Re: [redacted] v. Ford Motor Company
Luzerne County Docket No.: 2012-15822

Dear Sir or Madam:

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

Please submit the enclosed to your legal department. A responsive pleading is due 20 days after the receipt of this complaint.

Very truly yours,

Robert A. Rapkin
KIMMEL & SILVERMAN, P.C.

RAR/JH
Enclosures

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

Luzerne County

For Prothonotary Use Only:	
Docket No: 2012-15827	

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:
☒ Complaint ☐ Writ of Summons ☐ Petition
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name: Debra P. Laubenstein	Lead Defendant's Name: Ford Motor Company
Are money damages requested? ☒ Yes ☐ No	Dollar Amount Requested: (check one) ☒ within arbitration limits ☐ outside arbitration limits
Is this a *Class Action Suit*? ☐ Yes ☒ No	**Is this an *MDJ Appeal*?** ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Robert A. Rapkin, Esquire

☐ **Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)**

SECTION B

Nature of the Case: Place an "X" to the left of the **ONE** case category that most accurately describes your ***PRIMARY CASE.*** If you are making more than one type of claim, check the one that you consider most important.

TORT *(do not include Mass Tort)*
- ☐ Intentional
- ☐ Malicious Prosecution
- ☐ Motor Vehicle
- ☐ Nuisance
- ☐ Premises Liability
- ☐ Product Liability *(does not include mass tort)*
- ☐ Slander/Libel/ Defamation
- ☐ Other:

MASS TORT
- ☐ Asbestos
- ☐ Tobacco
- ☐ Toxic Tort - DES
- ☐ Toxic Tort - Implant
- ☐ Toxic Waste
- ☐ Other:

PROFESSIONAL LIABLITY
- ☐ Dental
- ☐ Legal
- ☐ Medical
- ☐ Other Professional:

CONTRACT *(do not include Judgments)*
- ☐ Buyer Plaintiff
- ☐ Debt Collection: Credit Card
- ☐ Debt Collection: Other
- ☐ Employment Dispute: Discrimination
- ☐ Employment Dispute: Other
- ☒ Other: Lemon Law

REAL PROPERTY
- ☐ Ejectment
- ☐ Eminent Domain/Condemnation
- ☐ Ground Rent
- ☐ Landlord/Tenant Dispute
- ☐ Mortgage Foreclosure: Residential
- ☐ Mortgage Foreclosure: Commercial
- ☐ Partition
- ☐ Quiet Title
- ☐ Other:

CIVIL APPEALS
Administrative Agencies
- ☐ Board of Assessment
- ☐ Board of Elections
- ☐ Dept. of Transportation
- ☐ Statutory Appeal: Other
- ☐ Zoning Board
- ☐ Other:

MISCELLANEOUS
- ☐ Common Law/Statutory Arbitration
- ☐ Declaratory Judgment
- ☐ Mandamus
- ☐ Non-Domestic Relations Restraining Order
- ☐ Quo Warranto
- ☐ Replevin
- ☐ Other:

2012 NOV 14 AM 10:41
PROTHONOTARY LUZERNE COUNTY

Updated 1/1/2011

NOTICE

Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:

Rule 205.5. Cover Sheet

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

(i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.

(ii) actions for support, Rules 1910.1 et seq.

(iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.

(iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.

(v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.

(vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at www.pacourts.us.

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

Luzerne County

For Prothonotary Use Only:	
Docket No:	

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

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Is this a *Class Action Suit*? ☐ Yes ☒ No	**Is this an *MDJ Appeal*?** ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Robert A. Rapkin, Esquire

☐ **Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)**

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- ☐ Malicious Prosecution
- ☐ Motor Vehicle
- ☐ Nuisance
- ☐ Premises Liability
- ☐ Product Liability *(does not include mass tort)*
- ☐ Slander/Libel/ Defamation
- ☐ Other:

MASS TORT
- ☐ Asbestos
- ☐ Tobacco
- ☐ Toxic Tort - DES
- ☐ Toxic Tort - Implant
- ☐ Toxic Waste
- ☐ Other:

PROFESSIONAL LIABLITY
- ☐ Dental
- ☐ Legal
- ☐ Medical
- ☐ Other Professional:

CONTRACT *(do not include Judgments)*
- ☐ Buyer Plaintiff
- ☐ Debt Collection: Credit Card
- ☐ Debt Collection: Other
- ☐ Employment Dispute: Discrimination
- ☐ Employment Dispute: Other
- ☒ Other: Lemon Law

REAL PROPERTY
- ☐ Ejectment
- ☐ Eminent Domain/Condemnation
- ☐ Ground Rent
- ☐ Landlord/Tenant Dispute
- ☐ Mortgage Foreclosure: Residential
- ☐ Mortgage Foreclosure: Commercial
- ☐ Partition
- ☐ Quiet Title
- ☐ Other:

CIVIL APPEALS
Administrative Agencies
- ☐ Board of Assessment
- ☐ Board of Elections
- ☐ Dept. of Transportation
- ☐ Statutory Appeal: Other
- ☐ Zoning Board
- ☐ Other:

MISCELLANEOUS
- ☐ Common Law/Statutory Arbitration
- ☐ Declaratory Judgment
- ☐ Mandamus
- ☐ Non-Domestic Relations Restraining Order
- ☐ Quo Warranto
- ☐ Replevin
- ☐ Other:

Updated 1/1/2011

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IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA

DEBRA P. LAUBENSTEIN,	CIVIL DIVISION
Plaintiff,	
vs.	NO.:
FORD MOTOR COMPANY,	
Defendant.	**COMPLAINT IN CIVIL ACTION**

Filed on behalf of Plaintiff:
Debra P. Laubenstein

COUNSEL OF RECORD FOR THIS PARTY:

Robert A. Rapkin, Esquire
Identification No. 61628

KIMMEL & SILVERMAN, P.C.
210 Grant Street, Suite 202
Pittsburgh PA 15219
(412) 566-1001

WRIT WAIVED

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

DEBRA P. LAUBENSTEIN, **Plaintiff,** **vs.** **FORD MOTOR COMPANY,** **Defendant.**	**No.:**

NOTICE TO DEFEND

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

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

Legal Services of Northeastern Pennsylvania Inc.
410 Bicentennial Bldg., 15 Public Square
Wilkes-Barre, PA 18702
(570) 825-8567

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

DEBRA P. LAUBENSTEIN, **Plaintiff,** **vs.** **FORD MOTOR COMPANY,** **Defendant.**	**No.:**

COMPLAINT

1. Plaintiff, Debra P. Laubenstein, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 5 Center Street, Harveys Lake, PA 18618.

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 February 28, 2009, Plaintiff purchased a new 2009 Ford Escape, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMCU93G39KA07861.

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

PE13-003.4 000708LC

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled approximately $40,000.00.

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

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

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

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

10. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: abnormal transmission concern, oil leak, fuel consumption, no-start condition, stalling condition, defective rear window latch and fan. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "A".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

14. Coccia Ford, Wilkes-Barre, PA is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

15. On or about February 28, 2009, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

> (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
>
> (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

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

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

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

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

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

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

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

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

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

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

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

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

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

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of , together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: /S/

Robert A. Rapkin, Esquire
Attorney for Plaintiff
210 Grant Street, Suite 202
Pittsburgh PA 15219
(412) 566-1001

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

I, Robert A. Rapkin, being duly sworn according to law, depose and say that I am the attorney for the Plaintiff, in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that any false statements made herein are subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

/S/

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff

COCCIA FORD LINCOLN MERCURY

577 EAST MAIN STREET
WILKES-BARRE, PA 18702
570-823-8888 FAX 570-823-6484
WWW.COCCIACARS.COM

DEBRA P. LAUBENSTEIN
RR1 BOX 337C
HARVEYS LAKE PA 18618

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	3271	05/27/09	39897 B EOD - C

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	432 6432	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
69.00	02/28/09		3271	05/26/09	10/28/08	OA#137761610

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

A * CUSTOMER STATES CHECK TRANSMISSION, GET SQUEAL TYPE NOISE
WHENSHIFTS FROM 1ST TO 2ND & 2ND TO 3RD, WHEN PULLING AWAY FROM
DEAD STOP
TECH RD TESTED VEHICLE, CHECKED OASIS FOR ANY SERVICE
MESSAGES ORTECHNICAL SERVICE BULLETINS. FOUND SSM 20753, WHICH ST
** EERING HAS BEEN INVESTIGATING THIS ISSUE
AND WILL BE RELEASING A NEW 4WD MODULE CALIBRATION TO CORRECT THIS
NOISE. PLEASE NOTE THIS IS NOT A DURABILITY ISSUE AND WILL NOT CAUSE
ANY DRIVABILITY CONCERN.

A56 8028

Line Total.....

B * CHG. OIL& FILTER G/ENG

1P	A56 8028	.40	C	6.34
	AA5Z 6714 A FILTER ASY - O	1	C	12.20
	XO 5W20 QSP OIL - ENGINE	6	C	28.50

Line Total..... 47.04

C * MULTI POINT INSPECTION
99P A56 8028

Line Total.....

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

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
A

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VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	3271	05/27/09	39897 B EOD - C

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	432 6432	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
69.00	02/28/09		3271	05/26/09	10/28/08	OA#137761610

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
D	TIRES CHECKED AND ARE OKAY					
	GTIRE		A56 8028			
			Line Total.....			
E	BATTERY HEALTH GOOD					
	GBATT		A56 8028			
			Line Total.....			

Labor	6.34
Parts	12.20
Coupon/Credit	15.34-
SalesTax	1.90
Parts-Other	28.50
TOTAL-CRCARD	33.60

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HARVEYS LAKE PA 18618

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	7431	10/30/09	47018

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	224 3224	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
70.00	02/28/09		7431	10/29/09	10/28/08	OA#137761610

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
	99P		A81 4188	.10	I	

Line Total.....

E *
Com CUSTOMER STATES wants to rescedule for trans making squeal type noisewas here before and was told ssm 20753 was to release a new updated calibration for the 4wd. i ran oasis and a tsb 09-12-11 was released for a updated calibration for the 4wd for the hoot noise
Cor RESCEDULE FOR 11/5/2009
C24 3224

Line Total.....

F +
Com OWNER ADVANTAGE DISCOUNT
Cor OWNER ADVANTAGE DISCOUNT
OA C24 3224

Code	Misc Charge	Inv#	Days	Hours		
OTH	OA DISCOUNT			1.0	C	-11.59

Line Total..... 11.59-

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VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	7431	10/30/09	47018

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	224 3224	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
70.00	02/28/09		7431	10/29/09	10/28/08	OA#137761610

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
				Labor		53.29
				Parts		12.20
				Coupon/Credit		17.65-
				Sales Tax		4.46
				Misc Charge		11.59-
				Parts-Other		26.46
				TOTAL-CASH		67.17

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VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	7690	11/05/09	47272

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	224 3224	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
70.00	02/28/09		7690	11/05/09	10/28/08	OA#137761610

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

A *

Com CUSTOMER STATES TRANS STILL MAKING HOOT TYPW NOISE WAS TOLD SSM 20753 RECALIBRATE 4WD WILL FIX CONCERN BELIEVE TSB 09-12-11 IS FIX

Cor TECH VERF HOOT NOISE FOUND TSB 091211 APPLIES PREFROM TSB 091211 RECALIBRATE 4WD MODULE RETEST OK

A44 4330 .30 W

Line Total.....

TOTAL-CUSTOMER NoCharge

CUSTOMER COPY - PAGE 01

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VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	17537	12/02/10	64857

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	224	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
72.00	02/28/09		17537	11/30/10	10/28/08	OA#137761610

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
A						

Com CUSTOMER SEEKING VEHICLE PAYMENT FOR TRNASMISSION REPAIRS
Cor VEHICEL PAYMENT APPROVED THRU FORD FOR TRANSMISSION REPAIRS
APPRVL M04A2

C24 1.00 W
Line Total.....

Warranty Claim Type: F Authorization Code:

TOTAL-CUSTOMER NoCharge

CUSTOMER COPY - PAGE 01

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HARVEYS LAKE PA 18618

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	17562	12/15/10	65417

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	432	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
72.00	02/28/09		17560	12/13/10	10/28/08	OA#137761610

LINE OP.CODE FAIL-CD TECH. HOURS/QTY TYPE AMOUNT

A
Com CUSTOMER STATES CHECK FOR OIL/TRANS FLUID LEAK
Cau TECH CHECKED & FOUND LEFT SIDE AXLE SHAFT SEAL LEAKING
AS PER TSB 10-21-11, REPLACED LEFT SIDE HALF SHAFT, SEAL & HOUSING
Cor TECH CHECKED & FOUND LEFT SIDE AXLE SHAFT SEAL LEAKING. AS PER TECH
NICAL SERVICE BULLETIN TECH REPLACED LEFT SIDE HALF
** SHAFT CV JOINT HOUSING, SEAL & BUSHING AS INSTRUCTED
RECHECK FOR LEAKS UPON COMPLETION

A21	2.00	W
9L8Z 3A427 D SHAFT - FRONT	1	W
9L8Z 1177 A SEAL	1	W
AL8Z 7025 A BUSHING	1	W
Line Total.....		

Warranty Claim Type: F Authorization Code:

TOTAL-CUSTOMER NoCharge

CUSTOMER COPY - PAGE 01

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	VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
DEBRA P. LAUBENSTEIN RR1 BOX 337C HARVEYS LAKE PA 18618	1FMCU93G39KA07861	17539	12/16/10	64285 B EOD - C

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	432	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
72.00	02/28/09		17539	11/15/10	10/28/08	OA#137761610

LINE OP.CODE FAIL-CD TECH. HOURS/QTY TYPE AMOUNT

A
Com CUSTOMER STATES HAS OPEN CAMPAIGN 10B15
POWER TRAIN CONTROL MODULE REPROGRAMMING
Cau TECH PERFORMED OPEN CAMPAIGN 10B15, FAILS LOAD TEST. NECCESSARY TO
REMOVE TRANS & OVERHAUL AS INSTRUCTED RD TEST UPON COMPLETION
Cor TECH PERFORMED OPEN CAMPAIGN 10B15, FAILS LOAD TEST. NECESSARY TO
REMOVE TRANSMISSION & OVERHAUL. REPLACED NECESSARY FORWARD CLUTCHES.
** O/D CLUTCHES, SEALS & GASKETS. REPLACED VALVE BODY, REFILL SYSTEM
RD TEST UPON COMPLETION

A21	9.90	W
9L8Z 7153 G KIT - GASKET	1	W
BL8Z 7A100 A CONTROL ASY -	1	W
XT 10 QLVC OIL - AUTOMATI	9	W
TA 29 SEALANT - SILI	1	W
ZC 31 A REMOVER - SILI	1	W

Code	Misc Charge	Inv#	Days	Hours	
LOA	Loaner	105/62	5	1.0	W

Line Total.....

Warranty Claim Type: F Authorization Code:

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

COCCIA FORD LINCOLN MERCURY

577 EAST MAIN STREET
WILKES-BARRE, PA 18702
570-823-8888 FAX 570-823-6484
WWW.COCCIACARS.COM

DEBRA P. LAUBENSTEIN
RR1 BOX 337C
HARVEYS LAKE PA 18618

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	17539	12/16/10	64285 B EOD - C

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	432	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
72.00	02/28/09		17539	11/15/10	10/28/08	OA#137761610

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
				TOTAL-CUSTOMER		NoCharge

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DEBRA P. LAUBENSTEIN
RR1 BOX 337C
HARVEYS LAKE PA 18618

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	19790	03/17/11	69195 B EOD - C

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	383	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
72.00	02/28/09		19790	03/08/11	10/28/08	OA#137761610

LINE OP.CODE FAIL-CD TECH. HOURS/QTY TYPE AMOUNT

A
Com Customer states THAT THE BACK GLASS WILL NOT STAY CLOSED- KEEPS POPPIN
G OPEN BY ITSELF- CAN HEAR LATCH ACTUATING-
Cor CHECKED VEHICLE FOR REAR WINDOW OPENS UNCOMMANDED- TSB # 10-5-1 PERTAI
NS-WATER CONTAMINATION AROUND SWITCH AND PIGTAIL- PERFORMED TSB #
** 10-5-1 AND INSTALLED LIFTGATE SWITCH ASSEMBLY RECHECKED OPERATION-

A56 .60 W
1L2Z 14018 AC SWITCH ASY 1 W
3U2Z 14S411 BXAB WIRE ASY 1 W
Line Total.....

B +
Com Customer states FUEL MILEAGE IS DROPPING- WOULD LIKE IT CHECKED OUT-
Cor PERFORMED FUEL MILEAGE CONSUMPTION TEST AND FOUND NO CODES PRESENT IN
ANY CONTROLLER THROUGH AN IDS SCAN-FUEL MILEAGE TEST SHOWED 21.7 MPG-
A56 .20 I
Line Total.....

Warranty Claim Type: F Authorization Code:

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WWW.COCCIACARS.COM

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VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	19792	03/16/11	69555 A EOD - C

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	383	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
72.00	02/28/09		19792	03/15/11	10/28/08	OA#137761610

LINE OP.CODE FAIL-CD TECH. HOURS/QTY TYPE AMOUNT

A
Com Customer States TO INSTALL SOP FOR BACK LIFTGATE GLASS--
Cor MEMO-
A56
Line Total.....

B
Com Customer States TO PERFORM A FUEL CONSUMPTION TEST -
Cor MEMO-
A56
Line Total.....

TOTAL-CUSTOMER NoCharge

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DEBRA P. LAUBENSTEIN
RR1 BOX 337C
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VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	19790	03/17/11	69195 B EOD - C

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	383	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
72.00	02/28/09		19790	03/08/11	10/28/08	OA#137761610

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
				TOTAL-CUSTOMER		NoCharge

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DEBRA P. LAUBENSTEIN
RR1 BOX 337C
HARVEYS LAKE PA 18618

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	27787	11/29/11	81614 A EOD - C

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	432	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILEE	MILEAGE IN	DATE IN	IN-SERV DATE	
75.00	02/28/09		27785	11/21/11	10/28/08	OA#137761610

DEAR CUSTOMER, YOUR SATISFATION IS OUR #1 GOAL. IF YOU CAN NOT SCORE THE MANUFACTURER'S SURVEY QUESTIONS COMPLETELY SATISFIED, PLEASE CONTACT US AND WE WILL DO EVERYTHING IN OUR POWER TO DESERVE A COMPLETELY SATISFIED RESPONSE FROM YOU. WE TRULY APPRECIATE YOUR BUSINESS. THANK YOU. RUDY PODEST PARTS AND SERVICE DIRECTOR

LINE OP.CODE FAIL-CD TECH. HOURS/QTY TYPE AMOUNT

A
Com CUSTOMER STATES CHECK FAN ONLY WORKS ON #3 & #4
Cau TECH VERIFIED CONCERN, TESTED POWER & GROUND TO RESISTOR, FOUND FAULTYBLOWER MOTOR RESISTOR. TECH REPLACED RESISTOR ASSY RETEST
Cor TECH VERIFIED CONCERN, TESTED POWER & GROUND TO RESISTOR, FOUND FAULTYBLOWER MOTOR RESISTOR. TECH REPLACED RESISTSOR ASSY RETEST
A15 .80 W
X 3F2Z 18591 AA RESISTOR ASY 1 W
Line Total.....

Warranty Claim Type: F Authorization Code:

TOTAL-CUSTOMER NoCharge

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DEBRA P. LAUBENSTEIN
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VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	35683	07/25/12	93198 A EOD - C

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	763	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
75.00	02/28/09		35683	07/23/12	10/28/08	OA#137761610

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LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

A
Com Customer States WOULD NOT START--DASH LIGHTS WENT OUT--TOW IN
Cor TECH STATES CHECKED CHARGING SYSTEM AND FOUND FAULTY BATTERY-REPLACED BATTERY AND RETEST--OK NOW

A9	1.00	C	20.00
BXT 40 R BATTERY	1	C	109.95
Line Total.....			129.95

B +
Com OWNER ADVANTAGE DISCOUNT

Code	Misc Charge	OA A9 Inv#	Days	Hours		
OTH	OA DISCOUNT			1.0	C	8.53-
				Line Total.....		8.53-

Labor	20.00
Parts	109.95
Sales Tax	7.80
Misc Charge	8.53-
TOTAL-CUST-CRCARD	129.22

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COCCIA FORD LINCOLN

577 EAST MAIN STREET
WILKES-BARRE, PA 18702
570-823-8888 FAX 570-823-6484
WWW.COCCIACARS.COM

DEBRA P. LAUBENSTEIN
RR1 BOX 337C
HARVEYS LAKE PA 18618

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	36000	08/30/12	93978 C EOD - C

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	763	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV.DATE	
75.00	02/28/09		35999	08/09/12	10/28/08	OA#137761610

DEAR CUSTOMER,YOUR SATISFATION IS OUR #1 GOAL. IF YOU CAN NOT SCORE THE MANUFACTURER'S SURVEY QUESTIONS COMPLETELY SATISFIED, PLEASE CONTACT US AND WE WILL DO EVERYTHING IN OUR POWER TO DESERVE A COMPLETELY SATISFIED RESPONSE FROM YOU. WE TRULY APPRECIATE YOUR BUSINESS. THANK YOU. RUDY PODEST PARTS AND SERVICE DIRECTOR

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

A
Com Customer States REVIEW TSB 09-20-16 FOR INSTRUMENT CLUSTER CONCERN
Cau TECH VERIFIED INSTRUMENT CLUSTER INTERLACK OUT
Cor TECH STATES IDS TESTS FOUND CODES U0155,U0140,U2023-INSTRUMENT CLUSTERFAULT, P1260,U0155--STUCK IN THEFT MODE--REPROGRAMMED 2 KEYS &
** PERFORMED PARAMETER RESET--CLEAR CODES AND ROADTEST

A28 1.90 W
X 9L8Z 10849 C INSTRUMENT CLU 1 W
Line Total.....

Warranty Claim Type: F Authorization Code:

Warr-Deduct	100.00
Sales Tax	6.00
TOTAL-CUST-CHECK	6.00
TOTAL-CUST-CASH	100.00

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DEBRA P. LAUBENSTEIN
RR1 BOX 337C
HARVEYS LAKE PA 18618

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	36194	08/29/12	94763 A EOD - C

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	763	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
75.00	02/28/09		36194	08/27/12	10/28/08	OA#137761610

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LINE OP.CODE FAIL-CD TECH. HOURS/QTY TYPE AMOUNT

A
Com Customer States dome lights dont come on when doors are open, since inst. cluster was replaced last week.
Cor TECH STATES FOUND OPEN CIRCUIT AT C215-FOUND CONNECTER LOOSE--SECURED CONNECTOR AND RETEST--OK NOW
A28 1.10 I
Line Total.....

B +
Com SERVICE POLICY PER GEORGE GEIGES
A28
Line Total.....

TOTAL-CUSTOMER NoCharge

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97508LAU

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DEBRA P. LAUBENSTEIN
RR1 BOX 337C
HARVEYS LAKE PA 18618

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU93G39KA07861	38074	10/29/12	97508 A

YEAR	MAKE	MODEL	COLOR	TAG NO.
09	FORD	ESCAPE XLT	LIGHT SAGE	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
392189		570-639-2189	- -	A9222	00/00/00	224	CASH

CUST LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
75.00	02/28/09		38062	10/27/12	10/28/08	OA#137761610

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LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

A
Com Customer States vehicle towed in wrench light on vehcile would not accelerate had to coast to sign of highway was running really bad
Cor tech perform ids test code p2212 pcm road test perform pinpoint test d 1 memory only dv3 yes dv4 ok tp1 4.09 1.24 dv5 5.02v dv6 2101 yes dv15
** 1.30HMS 1.6 OHMS DV16 BOTH OL DV17 BOTH OL DV23 YES REPLACE THROTTLE B ODY AS PER DV23 ROAD TEST OK

A28 2.70 W
X DS7Z 9E926 A THROTTLE BODY 1 W
Line Total....

Warranty Claim Type: F Authorization Code:

TOTAL-CUSTOMER NoCharge

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VEHICLE DETAIL

VIN:	1FMCU93G39K[redacted]	**Engine:**	3.0L 4V OHC V6 DURATEC 230HP
Make:	FORD	**Transmission:**	6 SPD AUTO TRANS 6F MID-RANGEA
Model:	ESCAPE	**Paint Code/Color:**	LT SAGE C/C
Year:	2009	**Calibration:**	9M71A30A
Pay Load:		**Max Towing Weight:**	
GVWR:	04680	**Axle Ratio:**	
WheelBase:	103	**Warranty Start Date:**	2/28/2009
GCWR:		**Vehicle Build Date:**	7/14/2008
PEP Code:	400A		

Selling Dealers Name: COCCIA FORD LINCOLN

Selling Dealers P & A Code: 01394 **Selling Dealers Sales Code:** F16302

Selling Dealers Main Phone: 570-823-8888 **Selling Dealers Service Phone:** 570-823-8888

Vehicle Order Image

```
1 2 3 4 5 6 7 8 9 10  1 2 3 4 5 6 7 8 9 20  1 2 3 4 5 6 7 8 9 30  1 2 3 4 5 6 7 8 9 40  1 2 3 4 5 6 7 8 9 50
U 9 3 9 K A 0 7 8 6   1 1 0 3 3 7 B   8   R 2   2 2 E S 0 0 3           2 E   E     5 M 6 9 6   6 3

1 2 3 4 5 6 7 8 9 60  1 2 3 4 5 6 7 8 9 70  1 2 3 4 5 6 7 8 9 80  1 2 3 4 5 6 7 8 9 90  1 2 3 4 5 6 7 8 9 100
H N   3     2 Z X M   5     S 5 B B 3 3 1   6 F 1 0 7 A   2     N H     K H   2 S 4   M 4       B     G 1

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

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

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ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
11/1/2012 CLOSED	[redacted] CLP - IN - BUYBACK - MULTIPLE REPAIRS	1FMCU93G39K[redacted] 441023280	2009 ESCAPE	04
10/29/2012 CLOSED	[redacted] ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	1FMCU93G39K[redacted] 441023280	2009 ESCAPE	01
1/5/2011 CLOSED	[redacted] CLP - IN - FINANCIAL ASSISTANCE - AT RISK	1FMCU93G39K[redacted] 441023280	2009 ESCAPE	04
11/26/2010 CLOSED	[redacted] CRC RELATED - F/M CSR FOLLOWING CONTACT	1FMCU93G39K[redacted] 441023280	2009 ESCAPE	01
11/24/2010 CLOSED	[redacted] MISC INQUIRY - CHANGE OF ADDRESS	1FMCU93G39K[redacted] 441023280	2009 ESCAPE	02

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All Action Details for Issue

Print

VIN: 1FMCU93G39K[redacted] **Year:** 2009 **Model:** ESCAPE **Case:** 441023280
Name: [redacted] **Owner Status:** Original **WSD:** 2009-02-28
Symptom Desc: STALLS/QUITS CRUISE **Primary Phone** [redacted]
Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS **Secondary Phone** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 10/29/2012

Action: TIER II ESCALATION - BUYBACK
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** US CONCERN CASE BASE
Odometer: 38000 MI **Comm Type:** PHONE
Analyst Name: REYES, CYNTHIA **Analyst:** CREYES27
Action Date: 10/27/2012 **Action Time:** 11.15.40.918 **Action Data:** No

Comments CUSTOMER SAID: =HAVE HAD MANY MANY PROBLEMS WITH THE VEH.=VEH WAS TOWED TO DLRSHP THIS MORNING.=WHILE DRIVING THIS VEH THE WRENCH LIGHT CAME ON AND IT STALLED OUT.=CUST STATED SHE NO LONGER WANTS THIS VEH.=CUST STATED VEH HAS LEFT HER STRANDED SEVERAL TIMES.=VEH IS NOT RELIABLE.=THERES ALWAYS SOMETHING NEW.=CUST STATED THIS VEH IS A LEMON.=CUST STATED SHE REALLY TRIED GIVING THIS VEH A CHANCE.DEALER SAID: COCCIA FORD LINCOLN577 E MAIN STREETWILKES-BARRE, PA 18702(570) 823-8888CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE BY CLOSE OF BUSINESS TOMORROW. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.=CUST BECAME VERY EMOTIONAL, SHE WAS IN TEARS WHILE EXPLAINING HER EXPERIENCE WITH THIS VEH.=BEST TIME TO CONTACT CUST: AFTER 1:30 PM

Action: CREATE FOLLOW UP
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 38000 MI **Comm Type:** PHONE
Analyst Name: DUGGAN (ADUGGAN5),AUSTIN **Analyst:** ADUGGAN5
Action Date: 10/29/2012 **Action Time:** 14.26.07.134 **Action Data:** Yes

Comments -CSM AUSTIN EXT 77803- VEH REVIEW - LTV=89- 2009 ESCAPE - 38000 MILES- ESP PLAN 72/60K PREMIUM WITH ROADSIDE - CUST STATE WRENCH LIGH CAME ON AND THE VEH STALLED OUT - NO LONGER DESIRES THE VEH- -- OBC TO THE DEALER @ 570-823-8888 SPOKE TO GEORGE S/M VEH CAM E IN ON SAT AND THE DEALER HAS NOT HAD A CHANCE TO DIAG YET - MEMORY CODE FOR A THROTTLE BODY COVERED UNDER HER ESP PLAN - OBC TO THE CUSTOMER @ [redacted] SPOKE TO THE CUST AND WENT OVER THE CASE AND ADVISED THAT THE CSM WILL COVER THE ESP DEDUCTABLE AND SET F/U FOR 11-01-2012

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-01-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN ADDRESSED
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 38000 MI **Comm Type:** PHONE
Analyst Name: DUGGAN (ADUGGAN5),AUSTIN **Analyst:** ADUGGAN5
Action Date: 11/01/2012 **Action Time:** **Action Data:** Yes

13.01.40.168

Comments -CSM AUSTIN EXT 77803- IBE-MAIL FROM THE DEALER WITH THE FOLLOWING INFORMATION - PA CODE 01349 RO# 97508 LINE#A TOTAL COST OF REPAIR $336.15 FORD PARTICIPATION $100.00 GWO CODE M01P5 P11- OBC TO THE CUSTOMER @ [redacted] CUST IS SATISFIED AND HAPPY CASE CLOSED

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	89
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	Y
–ESTIMATED REPAIR COST(@WARR RATES) ($)	100.00
–CUSTOMER'S SHARE OF REPAIR COST ($)	0
–DEALER'S SHARE OF REPAIR COST-P18 ($)	0
–DEALER'S SHARE OF REPAIR COST-OTHER($)	0
–FORDS'S SHARE OF REPAIR COST-P11 ($)	100.00
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

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All Action Details for Issue

Print

VIN: 1FMCU93G39K[redacted] **Year:** 2009 **Model:** ESCAPE **Case:** 441023280
Name:[redacted] **Owner Status:** Original **WSD:** 2009-02-28
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED **Primary Phone:**[redacted]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED **Secondary Phone:**[redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 017539 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 12/12/2010 **Action Time:** 22.06.52.303 **Action Data:** No

Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 035000 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 07/25/2012 **Action Time:** 12.25.43.228 **Action Data:** No

Comments DISPATCH COMPLETE

Action: ROADSIDE ASSISTANCE-TOW-FLAT BED
Dealer: **Origin Desc:** CROSS COUNTRY MOTOR CLUB
Odometer: 038000 MI **Comm Type:** MAIL
Analyst Name: **Analyst:** SYSTEM
Action Date: 10/29/2012 **Action Time:** 06.07.08.580 **Action Data:** No

Comments DISPATCH COMPLETE

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All Action Details for Issue

Print

VIN: 1FMCU93G39K[redacted] **Year:** 2009 **Model:** ESCAPE **Case:** 441023280
Name: [redacted] **Owner Status:** Original **WSD:** 2009-02-28
Symptom Desc: AUTO TRANS UPSHIFT ROUGH/HARSH **Primary Phone:** [redacted]
Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK **Secondary Phone** [redacted]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact: 01/05/2011

Action: TIER II ESCALATION - MR - FINANCIAL ASSIST FOR REPAIR
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** US CONCERN CASE BASE
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: SANTOS , KARIME **Analyst:** KSANTO17
Action Date: 11/24/2010 **Action Time:** 12.19.07.663 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
JAMES		LAUBENSTEIN	5706932189	FAMILY

Comments CUSTOMER SAID: -VEH AT DLR-SAYS IT WILL TAKE A MONTH FOR VEH TO GET FIXED-SAYS HE IS STILL MAKING PAYMENTS ON VEH-SAYS HE WANT HELP WITH PAYMENTS DUE TO THAT HE WILL NOT HAVE VEH FOR A MONTHDEALER SAID: COCCIA FORD LINCOLN MERCURY 577 E MAIN STREETWILKES-BARRE, PA 18702 TEL:(570) 823-8888 COCCIACRC ADVISED: I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE-OBC TO DLR SPOKE TO STEVE S/M-HE SAYS CUST VEH FAILED INSPECTION-DLR SAYS CUST IS #3 IN LINE

Action: CREATE FOLLOW UP
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 11/26/2010 **Action Time:** 14.07.12.387 **Action Data:** Yes

Comments CSM AUTUMN X7763- PREMIUMCARE W/ROADSIDE- I OTHER TRANS ISSUE IN AWS - -OBC TO DEALER AND SPOKE TO S/A DEBBIE AND HE ADVISED THAT THE VEH CAME IN FOR A 10B15 AND IT FAILED THE LOAD TEST AND KNOW THE VEH IS BEING TORN DOWN FOR FULL DIAGNOSIS .- VEH HAS BEEN DOWN ALMOST 3 WEEKS ON MONDAY .- OBC TO CUSTOMER @[redacted] AND NUMBER IS NOT CORRECT .- OBC TO CUSTOMER @ 570-406-0028 AND CSM WILL FOLLOW UP ON 12-02-2010

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-02-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CREATE FOLLOW UP
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 12/01/2010 **Action Time:** 16.04.14.662 **Action Data:** Yes

Comments IBC FROM CUSTOMER AND HE ADVISED THAT THE DEALER HAD THE VEH FOR 2 WEEKS AND CUSTOMER IS IN A RENTAL. CSM ADVISED THAT WOULD BE WILLING TO REIMBURSE A VEH .- CSM ADVISED

THAT THE VEH PAYMENT IN THE AMOUNT OF $347.62 .OBC TO DEALER AND SPOKE TO DEALER AND SHE ADVISED THAT THE TRANS HAS TO BE OVERHAULED . SHOULD TAKE AT LEAST 2 DAYS . DEPENDS ON PARTS . CSM ADVISED THAT WILL FOLLOW UP ON MONDAY AND CSM ADVISED THAT WILL FOLLOW UP ON MONDAY.12-06-2010

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-06-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 12/01/2010 **Action Time:** 17.31.06.855 **Action Data:** No

Comments CSM RECIEVED EMAIL FROM S/A AND SHE ADVISED THAT THE VEH PAYMENT AMOUNT IS 347.62. . S/A PROVIDED R.O. 64857 AND LINE A AND CSM EMAILED PROGRAM CODE P11 AND APPROVAL CODE M04A2

Action: CREATE FOLLOW UP
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 12/06/2010 **Action Time:** 17.32.50.440 **Action Data:** Yes

Comments OBC TO CUSTOMER @[redacted] AND NO ANSWER AND CSM ADVISED THAT WILL FOLLOW UP ON 12-09-2010

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-09-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CREATE FOLLOW UP
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 12/06/2010 **Action Time:** 17.32.52.936 **Action Data:** Yes

Comments OBC TO CUSTOMER @[redacted] AND NO ANSWER AND CSM ADVISED THAT WILL FOLLOW UP ON 12-09-2010

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-09-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CREATE FOLLOW UP
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 12/08/2010 **Action Time:** 16.14.13.940 **Action Data:** Yes

Comments - IBC FROM DEALER AND SHE ADVISED THAT THERE IS A TRANSMISSION OVERHAUL FOR THE RECALL FOR THE RECALL AND PART IS IN AND IT IS BEING WORKED ON AS WE SPEAK AND CHECK WILL BE GIVEN WHEN HE PICKS THE VEH UP .- OBC TO C/W @[redacted]AND CSM ADVISED THAT WILL FOLLOW UP

ON 12-14-2010

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-14-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CREATE FOLLOW UP
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 12/14/2010 **Action Time:** 10.52.00.244 **Action Data:** Yes

Comments OBC TO DEALER AND SPOKE TO S/M STEVE AND HE ADVISED THAT THE VEH CAM BACK WITH A BUSHING AND AN AXLE. TSB 10-21-11 AND S/M ADVISED THAT THE SERVICE KIT AND THE AXLE ASSEMBLY IS SHOULD SHOW UP TODAY. EVERYTHING SHOULD BE IN TODAY.- OBC TO CUSTOMER @ [redacted] AND NO ANSWER CSM ADVISED THAT WILL FOLLOW UP ON 12-16-2010- OBC TO C/W @ [redacted] AND WAS ABLE TO REACH . CUSTOMER ADVISED THAT THE VEH WAS JERKING . CSM ADVISED THAT THAT BIS A TECH QUESTION FOR THE DEALERSHIP. CSM ADVISED OF FOLLOW UP .

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-16-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CREATE FOLLOW UP
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 12/16/2010 **Action Time:** 10.14.03.294 **Action Data:** Yes

Comments OBC TO DEALER AND SPOKE TO S/M STEVE AND HE ADVISED THAT THE VEH IS REPAIRED BUT NOT YET PICKED UP . OBC TO C/W @ [redacted] AND CSM ADVISED THAT WILL FOLLOW UP ON 12-21-2010

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-21-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CREATE FOLLOW UP
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 12/21/2010 **Action Time:** 11.30.35.412 **Action Data:** Yes

Comments OBC TO C/W @ [redacted] AND HE ADVISED THAT HE FEELS THAT THE VEH IS DRIPPING OIL. CSAM ADVISED THAT WILL FOLLOW UP ON 12-28-2010

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-28-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CREATE FOLLOW UP
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 18000 MI **Comm Type:** PHONE

Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 12/28/2010 **Action Time:** 10.59.40.541 **Action Data:** Yes

Comments OBC TO DEALER AND SPOKE TO S/A CHRIS AND ADVISED THAT THE VEH IS NOT IUN KNOW AND HE CALLED AND SAID THAT THE VEH WAS STILL LEAKING .- OBC TO CUSTOMER AND HE ADVISED THAT HE WILL BE BRINGING THE VEH IN . CSM ADVISED THAT WILL FOLLOW UP ON 01-05-2010

Data Element Name	Data Value
DATE OF FOLLOW UP:	01-05-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CREATE FOLLOW UP
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 01/05/2011 **Action Time:** 12.19.58.939 **Action Data:** Yes

Comments OBC TO DEALER AND SPOKE TO AND SPOKE TO TANGI AND SHE ADVISED THAT THE VEH HAS NOT CAME BACK IN . - OBC TO CUSTOMER @[redacted] AND HE ADVISED THAT HIS WIFE WENT IN AND THEY ADVISED THAT THE DEALER HAS ADVISED THAT THE VEH IS OPERATING AS DESIGNED CUSTEOMR ADVISED THAT WIFE WILL CALL ME AND TELL ME WHAT THEY SAID . CSM WILL FOLLOW UP ON 01-07-2010 IS WIFE DOES NOT CONTACT BACK TODAY .

Data Element Name	Data Value
DATE OF FOLLOW UP:	01-07-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CONCERN ADDRESSED
Dealer: 01394 COCCIA FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 01/05/2011 **Action Time:** 14.00.58.200 **Action Data:** Yes

Comments IBC FROM CUSTOMER AND SHE ADVISED THAT THERE IS A NOISE IN THE TRANSMISSION AND IT IS CALLED A HOOT NOISE AND SHE ADVISED THAT THE VEH LEAKED AND KNOW THE VEH IS NO LONGER LEAKING AND CSM LOOKED UP SSM 21659 AND ADVISED THAT THIS ID S NORMAL CHARACTERISTIC OF THE VEH . CSM CLOSING CASE

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	91
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
–ESTIMATED REPAIR COST(@WARR RATES) ($)	
–CUSTOMER'S SHARE OF REPAIR COST ($)	
–DEALER'S SHARE OF REPAIR COST-P18 ($)	
–DEALER'S SHARE OF REPAIR COST-OTHER($)	
–FORDS'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

All Action Details for Issue

Print

VIN: 1FMCU93G39K[redacted] **Year:** 2009 **Model:** ESCAPE **Case:** 441023280
Name: [redacted] **Owner Status:** Original **WSD:** 2009-02-28
Symptom Desc: **Primary Phone:** [redacted]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: OUTBOUND CALL TO FORD/MERCURY CUSTOMER
Dealer: **Origin Desc:** MANUAL - PHONE CSR
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: SANTOS , KARIME **Analyst:** KSANTO17
Action Date: 11/24/2010 **Action Time:** 12.25.59.386 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
[redacted]		[redacted]	[redacted]	FAMILY

Comments CUSTOMER SAID: ***ADDITIONAL INFO-CUST HAS RECALL 10B15-SAYS IT WAS RUNNING ROUGH WHEN HE SHIFTED IT INTO GEAR-SAYS HE TOOK IT TO DLR AND DLR TOLD HIM ABOUT RECALLCRC ADVISED: ***THIS WAS NOT AN OBC MAC RAN IT FOR ADDITIONAL INFO

Action: CREATE FOLLOW UP
Dealer: **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 11/26/2010 **Action Time:** 11.52.06.573 **Action Data:** Yes

Comments CSM AUTUMN X7763- PREMIUMCARE W/ROADSIDE- I OTHER TRANS ISSUE IN AWS - -OBC TO DEALER AND SPOKE TO S/A DEBBIE AND HE ADVISED THAT THE VEH CAME IN FOR A 10B15 AND IT FAILED THE LOAD TEST AND KNOW THE VEH IS BEING TORN DOWN FOR FULL DIAGNOSIS .- VEH HAS BEEN DOWN ALMOST 3 WEEKS ON MONDAY .- OBC TO CUSTOMER @[redacted] AND NUMBER IS NOT CORRECT .- OBC TO CUSTOMER @[redacted] AND CSM WILL FOLLOW UP ON 12-02-2010

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-02-2010
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CREATE FOLLOW UP
Dealer: **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: LEWIS,AUTUMN **Analyst:** ALEWI131
Action Date: 11/26/2010 **Action Time:** 14.04.57.536 **Action Data:** Yes

Comments CSM AUTUMN X7763- PREMIUMCARE W/ROADSIDE- I OTHER TRANS ISSUE IN AWS - -OBC TO DEALER AND SPOKE TO S/A DEBBIE AND HE ADVISED THAT THE VEH CAME IN FOR A 10B15 AND IT FAILED THE LOAD TEST AND KNOW THE VEH IS BEING TORN DOWN FOR FULL DIAGNOSIS .- VEH HAS BEEN DOWN ALMOST 3 WEEKS ON MONDAY .- OBC TO CUSTOMER @[redacted] AND NUMBER IS NOT CORRECT .- OBC TO CUSTOMER @[redacted] AND CSM WILL FOLLOW UP ON 12-02-2010

Data Element Name	Data Value

DATE OF FOLLOW UP:	12-02-2010
TIME OF FOLLOW UP (HH:MM):	17:30

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All Action Details for Issue

Print

VIN: 1FMCU93G39K[redacted] **Year:** 2009 **Model:** ESCAPE **Case:** 441023280
Name: [redacted] **Owner Status:** Original **WSD:** 2009-02-28
Symptom Desc: **Primary Phone:** 5[redacted]
Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS **Secondary Phone:** [redacted]
Issue Type: 02 INFORMATION **Issue Status:** CLOSED

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER
Dealer: **Origin Desc:** MANUAL - PHONE CSR
Odometer: 18000 MI **Comm Type:** PHONE
Analyst Name: SANTOS , KARIME **Analyst:** KSANTO17
Action Date: 11/24/2010 **Action Time:** 12.15.02.716 **Action Data:** No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
[redacted]		[redacted]	[redacted]	FAMILY

Comments CUSTOMER PROFILE UPDATE

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Server: **AWS QA**
Claims loaded through: **29-NOV-2012**

Vehicle Information Report

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

VIN:	1FMCU93G39K[redacted]	**Vehicle Line WERS:**	T/M7 - ESCAPE/TRIBUTE/MARINER-LHD [07-12]	**Engine:**	T/SG - 3.0L 4V OHC V6 DURATEC 230HP
Model Year:	2009	**Vehicle Line AWS:**	M1 - ESCAPE	**Global Engine:**	E0916 - DURATEC GAS V6 FWD - CP2
Vehicle Type:	T	**Vehicle Line Global:**	M4 - ESCAPE (LESS HYBRID) (NA)	**Engine Plant:**	EN09 - CLEVELAND #2 RFF
Inv. Dealer:	*	**Drive Code:**	T/F - 4 WHL L/H FULL TIME DRIVE	**Transmission:**	T/W6 - 6 SPD AUTO TRANS 6F MID-RANGE
Vehicle Status Code:	800	**Body Cab Style:**	T/WE - 5 DOOR LIGHT TRUCK	**Global Trans:**	A1105 - AT - 6F35 - VDP
Market Derived:	F - FORD	**Version/Series:**	T/EF - FORD SERIES	**Trans Plant:**	AT11 - A/T VAN DYKE

BUILD INFORMATION:

Region Built:	NA - NORTH AMERICA	**Assembly Plant:**	AJ - KANSAS CITY PLANT BUILD	**Vehicle Load Date:**	18-JUL-2008
Country Built:	USA - UNITED STATES	**Production Date:**	14-JUL-2008		

SALE INFORMATION:

Region Sold:	NA - NORTH AMERICA	**Arrival Date:**	22-JUL-2008	**Red Carpet Lease:**	*
Country Sold:	USA - UNITED STATES	**Sale Date:**	28-FEB-2009	**Fleet/Retail/Co. Lease:**	R
Vehicle Count Flag:	Y	**Warranty Start Date:**	28-FEB-2009	**Modified Vehicle:**	*
Selling Dealer St/Prov:	PA	**Original WSD:**	28-OCT-2008	**Warranty Status Ind:**	*
Selling Dealer [code]:	COCCIA FORD LINCOLN [116302 - *]			**Vehicle Export Flag:**	N

VOC:

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---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0---------1---------2---------3---------4---------5---------6---------
U939KA0786110337B  8R2 22ES003      2E E 5M696 63 HN 3  2EXM5  S5BB3316F107A 2  NH  KH 2S4M4   B  G1FMC3F1      E 400A 9G6PA
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EOC:

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

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	**Color(Trim):**	000ST - STONE	**Navis Engine Serial #:**	708724293053
Alternator Amp Rating:	9	**Delivery Type:**	0	**Paint:**	PN3E3 - LT SAGE C/C
Audio Disk:		**Driveshaft Code:**	*	**Power Antenna:**	AV - SATELLITE ANTENNA (SDARS)
Axle Ratio:	EGAAG - 2.93 FINAL DRIVE RATIO	**Front Seat:**	T/B - SEAT-INDIVIDUAL-L/B DRV/PASS	**Radio:**	AZ - ELETR AM/FM STRO/DISC/CLK
Axle Type:	* - [N/A]	**Fuel Type:**	AF - UNLEADED FUEL CAPABILITY	**Sound System:**	* - [N/A]
Battery Amp Rating:	C	**Fuel Type Engine:**	G - Gas	**Tire Manufacturer:**	AJ - MICHELIN
Brake Code:	* - [N/A]	**GVW Class Code:**	C	**Tire Brand:**	7P5JLX - *
Brake Code(Service):	* - [N/A]	**Instrumentation:**	* - [N/A]	**Tire Size:**	D3JUJ - P235/70R-16 OWL A-S
Calibration Code:	9M71A30A	**Mirror(Driver Side):**	B8 - DRV MANUAL FOLD, POWER ADJUST	**Traction Control:**	* - [N/A]
Color(Accent):	* - [N/A]	**Mirror(Psngr Side):**	B8 - PASS MANUAL FOLD, POWER ADJUST		

TRACEABILITY INFORMATION

Trace Commodity	Trace Full Number
DA - DRIVER AIRBAG	F3771NV79AFJ
DS - DRIVER SIDE AIRBAG	T2UB186W62515
EN - ENGINE	E1311 010708724293053 9G 758 AA
LF - LEFT FRONT TIRE	B37P5JLX2208HJ0JX
LR - LEFT REAR TIRE	B37P5JLX2208HJ0JO
MCC - SYNC CCPU DPS CHECKSUM	00004153
MCP - SYNC CCPU PART NUMBER	9L3T-14D544-AC
MHP - SYNC HARDWARE PART NUMBER	9L3T-14D203-AA
MSN - SYNC ESN	4K6601LX
MVC - SYNC VMCU CHECKSUM	00003B53
MVP - SYNC VMCU PART NUMBER	9L3T-14D205-AA
PA - PASSENGER AIRBAG	XG6V6P4KAVK
PS - PASSENGER SIDE AIRBAG	T1UA186W22818
RF - RIGHT FRONT TIRE	B37P5JLX2208HJ0JV
RR - RIGHT REAR TIRE	B37P5JLX2408HJST9
SR - SATELLITE RADIO	SAT 026972664900
ST - SPARE TIRE	4TBIYA3F2108ADALW0
TR - TRANSMISSION	A4922 06070881880129129L8P 7000 FA 12

TIRE DOT INFORMATION:

LF:	B37P5JLX2208	**RF:**	B37P5JLX2208
LR:	B37P5JLX2208	**RR:**	B37P5JLX2408
LI:	*	**RI:**	*
SPARE:	4TBIYA3F2108	**DOT Plant Manufacturer:**	B3 - MICHELIN NORTH AMERICA (CANADA) ; INC. ; BRIDGEWATER ; NOVA SCOTIA

ESP INFORMATION:

ESP Code:
ESP Coverage(Miles):
ESP Coverage(Time):
ESP Plan Year:
ESP Signature Date:

EMISSIONS INFORMATION:

* **Emission Code:**	DGAAE - 50 STATE EMISSION REQS
* **Emission Cert Type:**	5
* **Emission Decal Suffix:**	SST
* **Engine Family:**	9FMXT0301EN - 2009 3.0L ESCAPE/MARINER/MAZDA TRIBUTE

Any comments? You can contact

webmaster

11487

Server: **AWS QA**
Claims loaded through: **29-NOV-2012**

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 30-NOV-12
Note: All Costs are in US Dollars Server Name: AWS QA 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
1FMCU93G39K[redacted]	M1	T/M7	F	T/WE	T/EF	T/F	AJ	T/W6	T/SG	14-JUL-2008	28-FEB-2009	116302	USA	0	7A01	*	10655	*	F04	S11	V52	D02	42

AWS Claim Key: 141145 **Doc #:** 036263A **Trx Code:** 2 **Labor Hrs:** .4 **Labor Cost:** 29.08 **Material Cost:** 98.95 **Total Cost:** 128.03
Dlr Cd-Sub Cd: 01394-* **Name:** COCCIA FORD LINCOLN **Ph:** 570-8238888 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**26-FEB-2009 **DIST(Mile):**9
Cust Comments: CUST STATES VEHICLE WILL NOT START.
Tech Comments: TECH CHECK BATTERY DEAD REPLACE BATTERY ACES CODE H90CN DTC 68014G RETEST OK

1FMCU93G39K[redacted]	M1	T/M7	F	T/WE	T/EF	T/F	AJ	T/W6	T/SG	14-JUL-2008	28-FEB-2009	116302	USA	9	3A14	*	7G249	*	F05	S11	V49	N18	04

AWS Claim Key: 741928 **Doc #:** 047272A **Trx Code:** 2 **Labor Hrs:** .3 **Labor Cost:** 21.92 **Material Cost:** 0 **Total Cost:** 21.92
Dlr Cd-Sub Cd: 01394-* **Name:** COCCIA FORD LINCOLN **Ph:** 570-8238888 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**05-NOV-2009 **DIST(Mile):**7690
Cust Comments: TRANS STILL MAKING HOOT TYPW NOISE WAS TOLD SSM 20753 RECALIBRATE 4WD WILL FIX CONCERN BELIEVE TSB 09 12 11 IS FIX
Tech Comments: RECALIBRATE 4WD WILL FIX CONCERN BELIEVE TSB 09 12 11 IS FIX TECH VERF HOOT NOISE FOUND TSB 091211 APPLIES PREFROM TSB 091211 RECALIBRATE 4WD MODULE RETEST OK

1FMCU93G39K[redacted]	M1	T/M7	F	T/WE	T/EF	T/F	AJ	T/W6	T/SG	14-JUL-2008	28-FEB-2009	116302	USA	21	*	*	*	*	F09	SXX	V00	*	*

AWS Claim Key: 2176867 **Doc #:** 064285A **Trx Code:** 10B15 **Labor Hrs:** 9.9 **Labor Cost:** 743.59 **Material Cost:** 351.73 **Total Cost:** 1245.32
Dlr Cd-Sub Cd: 01394-* **Name:** COCCIA FORD LINCOLN **Ph:** 570-8238888 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**15-NOV-2010 **DIST(Mile):**17537
Cust Comments: HAS OPEN CAMPAIGN 10B15 POWER TRAIN CONTROL MODULE REPROGRAMMING
Tech Comments: TECH PERFORMED OPEN CAMPAIGN 10B15, FAILS LOAD TEST. NECCESSARY TO REMOVE TRANS & OVERHAUL AS INSTRUCTED RD TEST UPON COMPLETION TECH PERFORMED OPEN CAMPAIGN 10B15, FAILS LOAD TEST. NECESSARY TO REMOVE TRANSMISSION & OVERHAUL. REPLACED NECESSARY FORWARD CLUTCHES. O/D CLUTCHES, SEALS & GASKETS. REPLACED VALVE BODY, REFILL SYSTEM RD TEST UPON COMPLETION

14- 28-FEB-

1FMCU93G39K[redacted] M1 T/M7 F T/WE T/EF T/F AJ T/W6 T/SG JUL-2008 2009 116302 USA 22 6Y20 * VEHPAY * F09 SXX V99 A99 82

AWS Claim Key: 2138276 **Doc #:** 064857A **Trx Code:** P11 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 347.62

Dlr Cd-Sub Cd: 01394-* **Name:** COCCIA FORD LINCOLN **Ph:** 570-8238888 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 30-NOV-2010 **DIST(Mile):** 17537

Cust Comments: CUSTOMER SEEKING VEHICLE PAYMENT FOR TRNASMISSION REPAIRS

Tech Comments: VEHICEL PAYMENT APPROVED THRU FORD FOR TRANSMISSION REPAIRS APPRVL M04A2

1FMCU93G39K[redacted] M1 T/M7 F T/WE T/EF T/F AJ T/W6 T/SG 14-JUL-2008 28-FEB-2009 116302 USA 22 5C06 * 3A428 * F04 S11 V48 L73 14

AWS Claim Key: 2185932 **Doc #:** 065417A **Trx Code:** E84 **Labor Hrs:** 2 **Labor Cost:** 150.22 **Material Cost:** 233.06 **Total Cost:** 383.28

Dlr Cd-Sub Cd: 01394-* **Name:** COCCIA FORD LINCOLN **Ph:** 570-8238888 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 13-DEC-2010 **DIST(Mile):** 17560

Cust Comments: CHECK FOR OIL/TRANS FLUID LEAK

Tech Comments: TECH CHECKED & FOUND LEFT SIDE AXLE SHAFT SEAL LEAKING AS PER TSB 10 21 11, REPLACED LEFT SIDE HALF SHAFT, SEAL & HOUSING TECH CHECKED & FOUND LEFT SIDE AXLE SHAFT SEAL LEAKING. AS PER TECH NICAL SERVICE BULLETIN TECH REPLACED LEFT SIDE HALF SHAFT CV JOINT HOUSING, SEAL & BUSHING AS INSTRUCTED RECHECK FOR LEAKS UPON COMPLETION

1FMCU93G39K[redacted] M1 T/M7 F T/WE T/EF T/F AJ T/W6 T/SG 14-JUL-2008 28-FEB-2009 116302 USA 25 7S20 * 13412 * F08 S06 V09 G07 X2

AWS Claim Key: 2459482 **Doc #:** 069195A **Trx Code:** E83 **Labor Hrs:** .6 **Labor Cost:** 45.07 **Material Cost:** 66.36 **Total Cost:** 111.43

Dlr Cd-Sub Cd: 01394-* **Name:** COCCIA FORD LINCOLN **Ph:** 570-8238888 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 08-MAR-2011 **DIST(Mile):** 19790

Cust Comments: THAT THE BACK GLASS WILL NOT STAY CLOSED KEEPS POPPING OPEN BY ITSELF CAN HEAR LATCH ACTUATING

Tech Comments: CHECKED VEHICLE FOR REAR WINDOW OPENS UNCOMMANDED TSB # 10 5 1 PERTAINS WATER CONTAMINATION AROUND SWITCH AND PIGTAIL PERFORMED TSB # 10 5 1 AND INSTALLED LIFTGATE SWITCH ASSEMBLY RECHECKED OPERATION

1FMCU93G39K[redacted] M1 T/M7 F T/WE T/EF T/F AJ T/W6 T/SG 14-JUL-2008 28-FEB-2009 116302 USA 34 7G01 3F2Z 18591 AA F07 S08 V71 C19 42

AWS Claim Key: 3490597 **Doc #:** 081614A **Trx Code:** E83 **Labor Hrs:** .8 **Labor Cost:** 62 **Material Cost:** 23.55 **Total Cost:** 85.55

Dlr Cd-Sub Cd: 01394-* **Name:** COCCIA FORD LINCOLN **Ph:** 570-8238888 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 21-NOV-2011 **DIST(Mile):** 27785

Cust Comments: CHECK FAN ONLY WORKS ON #3 & #4

Tech Comments: TECH VERIFIED CONCERN, TESTED POWER & GROUND TO RESISTOR, FOUND FAULTYBLOWER MOTOR RESISTOR. TECH REPLACED RESISTOR ASSY RETEST
TECH VERIFIED CONCERN, TESTED POWER & GROUND TO RESISTOR, FOUND FAULTYBLOWER MOTOR RESISTOR. TECH REPLACED RESISTSOR ASSY RETEST

1FMCU93G39K[redacted] M1 T/M7 F T/WE T/EF T/F AJ T/W6 T/SG 14-JUL-2008 28-FEB-2009 116302 USA 42 7K11 9L8Z 10849 C F03 S09 V83 G32 01

AWS Claim Key: 4424924 **Doc #:** 093978A **Trx Code:** 0968D **Labor Hrs:** 1.9 **Labor Cost:** 151.98 **Material Cost:** 343.94 **Total Cost:** 495.92

Dlr Cd-Sub Cd: 01394-* **Name:** COCCIA FORD LINCOLN **Ph:** 570-8238888 **St:** PA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 09-AUG-2012 **DIST(Mile):** 35999

Cust Comments: Customer States REVIEW TSB 09 20 16 FOR INSTRUMENT CLUSTER CONCERN

Tech Comments: TECH VERIFIED INSTRUMENT CLUSTER INTERLACK OUT; TECH STATES IDS TESTS FOUND CODES U0155,U0140,U2023 INSTRUMENT CLUSTERFAULT,

P1260,U0155 STUCK IN THEFT MODE REPROGRAMMED 2 KEYS &

1FMCU93G39K[redacted]	M1	T/M7	F	T/WE	T/EF	T/F	AJ	T/W6	T/SG	14-JUL-2008	28-FEB-2009	116302	USA	45	2E03	DS7Z	9E926	A	F04	S11	V52	D42	42

AWS Claim Key: 4613469 **Doc #:** 097508A **Trx Code:** * **Labor Hrs:** 2.7 **Labor Cost:** 215.98 **Material Cost:** 120.18 **Total Cost:** 336.16

Dlr Cd-Sub Cd: 01394-* **Name:** COCCIA FORD LINCOLN **Ph:** 570-8238888 **St:** * **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**27-OCT-2012 **DIST(Mile):**38062

Cust Comments: CUSTOMER STATES VEHICLE TOWED IN WRENCH LIGHT ON VEHCILE WOULD NOT accelerate had to coast to sign of highway was running really bad

Tech Comments: TECH PERFORM IDS TEST CODE P2212 PCM ROAD TEST PERFORM PINPOINT TEST D1 MEMORY ONLY DV3 YES DV4 OK TP1 4.09 1.24 DV5 5.02V DV6 2101 YES DV15

Any comments? You can contact

webmaster

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

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

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	CHIF4003 NHL			**Received:**	08/09/2012
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2009,ESCAPE 4X4 (99 - 12) ,4X4 ,XLT ,MPV ,1FMCU93G39K[redacted]			**Build Date:**	07/14/2008
Odometer :	35,999 M	**Engine:**	3.0L IVCT	**Calibration:**	9M71A30A
Transmission:	6SP 6F MID	**Axle:**	3800F2.73C	**A/C:**	YES
Dealer:	USA 01394 Coccia Ford Lincoln			**Phone#:**	(570) 823-8888
City:	Wilkes-Barre	**State:**	Pennsylvania	**Country :**	USA

Originator: GEORGE GEIGES

Symptom: 4 40 1 39 ST/RN/MV,STARTING,NO CRANK,INTERMITTENT

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: INTERMITTENT NO CRANK

Fix: **Causal Component :**

Condition Code:

Hotliner: WSMITH46 **Phone:** 000 317-0000 **Regn Cd:** N3 Philadelphia

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

Dlr Contact: GEORGE GEIGES **Phone:** 000 000-0000 **Title Cde:** SM

KOEO:
KOEC: P1260 U0140 U0155 U2023
KOER:
Comments:

REPAIR 08/09/2012 05:26PM WALTER SMITH MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:VEHICLE CLUSTER MALFUNCTIONS, THEN CAR WILL NOT START. DIAGNOSTICS: IDS TEST, PERFORMED TSB 09-20-16 PARTS REPLACED:NONE TECH QUESTION:REMOVED CLUSTER AS PER TSB 09-20-16. CHECKED CONNECTIONS UNABLE TO REPRODUCE. CUSTOMER CONFIRMED CAR WOULD NOT START AFTER TURNING OFF WITH CLUSTER MALFUNCTIONING. WHAT ELSE CAN BE DONE TO CONFIRM SUSPECT CLUSTER?

RECOMM 08/09/2012 05:26PM WALTER SMITH MSS - FCSD - TECH SVC HOTLINE
GEORGE WITH THE P1260 IN THE PCM SHOWING A PATS CONCERN WITH OUT ANY PATS CODES IN THE ICM AND HAVING THE OTHER U CODES THE ICM OR COMMUNICATION CIRCUIT CONNECTIONS FAULTS WOULD BE SUSPECTED AS LISTED IN TSB 09-20-16. RECOMMEND TO CAREFULLY PERFORM INSPECTIONS OF C215 AND OTHER ICM CONNECTORS AS LISTED IN THE TSB IF NO CIRCUIT FAULTS ARE SEEN REPLACE THE ICM PER THE WSM .

Download Options

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

Add Comments Previous Next Save Mail Report

[redacted]

CUSTOMER #: 9210669

218224

INVOICE

LAKESHORE
FORD-MERCURY • TOYOTA-SCION
244 Melton Road * Burns Harbor, IN 46304
U.S. 20 AT I-94
(219) 787-8600 * Fax (219) 787-0067
www.lakeshoremotors.com

[redacted]

CHESTERTON, IN [redacted]

PAGE 1

HOME: CONT:N/A

BUS: CELL:

SERVICE ADVISOR: 912 JOHN VANVLIET

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
	10	FORD ESCAPE	1FMCU9DG3A[redacted]		56204/56204	T240

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10 DD			17:30 16JUL13		105.00	CASH	16JUL13

R.O. OPENED	READY	OPTIONS:
13:04 16JUL13	13:43 16JUL13	ENG:3.0_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CHECK WHEN DRIVING VEHICLE IS JERKING INTO GEAR AND RPMS ARE FLARING			
201 RESET KEEP ALIVE MOMEORY			
911 C 0.00		0.00	0.00

****

FORD SERVICE HOURS

Mon - Fri	7:30am - 6:00pm
Sat	8:00am - 4:00pm

TOYOTA SERVICE HOURS

Mon - Fri	7:30am - 6:00pm
Sat	8:00am - 4:00pm

STATEMENT OF DISCLAIMER

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

CUSTOMER SIGNATURE

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

Ranger Station

2197627451 p.1

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-216-0365

FACSIMILE TRANSMITTAL SHEET

TO: Tanya Roquemore	FROM: Kimberly Frazier
COMPANY: Ford Motor Company	DATE: 8/5/2013
FAX NUMBER: (866)629-3804	TOTAL NO. OF PAGES: 4

RE: [redacted]g v. Ford Motor Company

Our Client:	[redacted]
Vehicle:	2010 Ford Escape
VIN:	1FMCU9DG3AK[redacted]
Date of purchase:	07/07/10
Our File No.:	LL13-10276

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PAUL HEURING Ford
HOBART • INDIANA

720 North Hobart Road
(S.W. Corner of Routes 6 & 51)
Hobart, Indiana 46342
Phone: 219/942-FORD or 942-2143
Fax: 219/942-9637

MOTOR VEHICLE CONDITIONAL PURCHASER ORDER

Date JUL 7th 20 10
Salesperson THOMAS A HARR JR.

To Be Titled As Follows [redacted]
Address [redacted] Res. Phone [redacted] Bus. Phone [redacted]
City HOBART State IN Zip [redacted]

STOCK NO. ORDER NO. VEHICLE BEING PURCHASED 10T481	D	BASE PRICE	
PLEASE ENTER MY ORDER FOR THE FOLLOWING: [XX] NEW [ ] USED [ ] DEMO [ ] CAR [XX] TRUCK [ ] OTHER			
YEAR 2010 MAKE FORD TRUCKS ESCAPE			
BODY TYPE 4DR 4WD XLT COLOR STEEL BLUE MET			
MILEAGE 36			
INTERIOR COLOR TYPE MATERIAL CYL STEEL BLUE MET			
SERIAL NO. 1FMCU9DG3A[redacted]			
TRADE-IN INFORMATION			
YEAR 2008 MAKE DODGE TRUCK			
MODEL RAM 1500 BODY QUAD 140.5WB			
COLOR BLACK MILEAGE 33774			
SERIAL # 1D7HU18266[redacted]			
BALANCE OWED TO: ALLEGIUS CREDIT UNION			
ADDRESS: 244 ALLEGIUS DRIVE BURNS HARBOR IN 46304			
ACCT. NO. PAYOFF DUE $ 23563.68		CASH DELIVERED PRICE	26285.84
VERIFIED BY: GOOD TILL		TRADE-IN ALLOWANCE	22930.00
Purchaser is responsible for and shall pay the amount, if any, by which the Payoff Due on the Trade-In exceeds the Trade-In allowance.		NET DIFFERENCE	3355.84
			1895.00
WARRANTY INFORMATION		OPTIONAL EQUIP.	2587.00
NEW OR DEMONSTRATOR: If the Vehicle is a new or demonstrator vehicle, the only written warranty provided with respect to the Vehicle and factory installed accessories is the most recent applicable printed warranty which is made solely by the Manufacturer of the Vehicle.	1	DOCUMENTARY FEE	75.00
	2	HANDLING FEE	147.50
Dealer installed Accessories are not included in the Manufacturer's warranty on the Vehicle and may or may not be included in separate written warranties which are made solely by Manufacturers of the Accessories.	3	TIRE TAX	1.25
	4		N/A
	5	TITLE FEE	15.00
[redacted] URING OWN,			N/A
		NET SELLING PRICE	8076.59
		IND. SALES TAX	553.90
		TOTAL	8630.49
Customer signature		PARTIAL PAYMENT	2000.00
ALL VEHICLES: Whether the vehicle is new, a demonstrator, or used, Dealer disclaims all warranties, written, express or implied, including all warranties of merchantability or fitness for a particular purpose, and Dealer expressly disclaims any liability to Purchaser for any consequential damages, loss of time or inconvenience arising out of the purchase or operation of the vehicle.		BALANCE	6630.49
		TRADE-IN PAYOFF	23563.68
		TOTAL	30194.17
The additional terms and conditions on the reverse side of this order are incorporated by reference and are a part of this order.		DUE ON DELIVERY*	N/A
		SERVICE POLICY GAP	460.00
		TOTAL BALANCE	30654.17

Purchaser acknowledges that the Additional Terms and Conditions printed on the reverse side of this Order are a part of this Order. Both sides of this Order constitute a single agreement which supersedes any prior agreement or understanding between Dealer and Purchaser. Purchaser acknowledges receipt of a completed and signed copy of this Order. This Order shall not become a binding agreement unless accepted in writing by Dealer or an authorized representative to Dealer.

ACCEPTED:

Purchaser

By [signature] Title _____
Dealer/Authorized Representative

[redacted]

Purchaser

THIS ORDER IS AN OFFER BY PURCHASER TO BUY TO BUY THE VEHICLE. IF THE OFFER IS ACCEPTED BY THE DEALER IT BECOMES A COMPLETE CONTRACT OF SALE AND THE DEALER HAS NO OBLIGATIONS OR RESPONSIBILITIES NOT EXPRESSLY SET FORTH IN THE ORDER. BEFORE SIGNING THIS ORDER [illegible]

Midwest Family
Federal Credit Union
P.O. Box 48
Portage, IN 46368-0048
(219) 763-5640 FAX (219) 763-5102

LOAN AGREEMENT AND CONSUMER CRE[illegible] DISCLOSURE STATEMENT ("Agreement")

You promise to pay the amount borrowed, plus inti[illegible] other permitted charges and fees to the order of the Credit Union ("Lender") or assignee, according to the terms of this Agreement (including those set forth in the Federal Truth-in-Lending Disclosure). Numbers, phrases or words preceded by a ☐ are applicable only if the ☐ is marked, e.g. ☒.

In this Agreement the use of the words "Credit Union", "We", "Us" and "Our" mean the Credit Union. The Borrower(s) and any Co-Signer(s) of the Agreement, individually and collectively, are sometimes referred to as "You" or "Your".

(e) means estimate, (n/a) means not applicable

Borrower(s)
[redacted]
HOBART, IN [redacted]
[redacted]

Lender
Midwest Family F C U
2832 Willowcreek Rd
Portage, IN 46368

ANNUAL PERCENTAGE RATE The cost of Your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost You.	AMOUNT FINANCED The amount of credit provided to You or on Your behalf.	TOTAL OF PAYMENTS The amount You will have paid when You have made all scheduled payments.
4.50	3,820.19	31,391.65	35,211.84

Date	Account Number
09/23/10	190861-22

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
59	586.87	Monthly Beginning 11/15/10
1	588.51	As a final payment due 10/15/2015
1		

You may obtain property insurance from anyone You want that is acceptable to the Credit Union.

☐ Required Deposit: The Annual Percentage Rate does not reflect Your required deposit.

Assumability: Your loan is not assumable.

Security: You are giving a security interest in:

☐ The goods or property being purchased.

☒ Personal property (other than household goods or any dwelling) securing other loans with Us.

☒ Your present and future shares or deposits in the Credit Union.

☐ Other _____

Prepayment: If You pay off early, You will not have to pay a penalty.

Late Charge: A late fee of $10.00 will be charged for any payment that is received 10 or more days after the payment due date.

Filing Fee $ N/A Non-Filing Insurance $ N/A

See Your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Simple Interest Rate of 4.50 per Annum.

Itemization of Amount Financed of 31,391.65	Amount Paid to Others on Your Behalf:
Amount Given to You Directly _____	CREDIT INSURANCE ALLEGIUS 31,391.65
Amount Paid on Your Account _____	

Insurance Refund:

Insurance: Credit Life and Credit Disability Insurance are not required to obtain credit and will not be provided unless You agree to pay the additional cost and sign below.

Type	Premium	Signature-Check and Sign			Age/Birth Date
SINGLE DECREASING LIFE		Single Decreasing Credit Life Insurance	☐ You Want	☒ You Do Not Want	Borrower: 12/24/70
JOINT DECREASING LIFE		Joint Decreasing Credit Life Insurance	☐ You Want	☒ You Do Not Want	
DISABILITY		Cre[redacted]	☐ You Want	☒ You Do Not Want	Co-Borrower:
		Sig[redacted]			

Security Interest. To secure all obligations of Borrower(s) he[redacted] a security interest and lien in and upon the following property, including any and all accessions, related insurance proceeds or insurance premium refunds.

Year	Make	Model	V.I.N./Serial No.	Key/Lic. No.
2010	FORD	ESCAPE	1FMCU9DG3AK[redacted]	31,560.49

Other

Further paragraphs of this Agreement are set forth on the reverse side, and You agree to be bound by all of the provisions of this Agreement.

Signatures: You have signed this Agreement on 09/23/10 and You acknowledge that You have read it, that You understand it, and that You have

[redacted]

X _____
Signature of Borrower ☐ Owner of Collateral (other than Borrower)

X _____
Signature of Borrower ☐ Owner of Collateral (other than Borrower)

X Debra J Doxey
Witness

Co-Signer: You understand that You are fully liable to pay any amounts due under this Agreement. The Credit Union does not have to make any demand on any other person obligated under this Agreement, nor take any steps to repossess any Collateral before demanding that You pay [illegible] and You agree to be bound by all of the terms.

X _____
Signature of Co-Signer (Please Print)

X _____
Signature of Co-Signer

Date

Street Address City County State Zip

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OTBS 011CCS (7/03)
1/BOW (8/03)

PE13-003.4 000759LC

State Form 46090 (RV11-13)
Approved by State Board of Accounts 2010

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

7288551-8230-1880

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	[redacted]	PL TP	WEIGHT	PR YR	LB	TYPE
12	5	07/14/13	07/07/10	64 - PORTER	R	12		PA		12	N	4W

EXPIRATION DATE	PRIOR YR PL	VEHICLE YEAR	MAKE	TYPE	MODEL	COLOR	VEHICLE IDENTIFICATION NUMBER
07/14/14	[redacted]	10	FOR	4W	SPE	BLU/	1FMCU0D03AK[redacted]

CURRENT YEAR TAX	EX TAX	EX CREDIT	OAV CREDIT	EX TAX DUE	WHEEL/HUR	STATE REG FEE	ADMIN FEE	TOTAL DUE
	130.00	0.00	0.00	**	0.00	21.05	0.00	150.05

PRIOR YEAR TAX	EX TAX	EX CREDIT	OAV CREDIT	EX TAX DUE	WHEEL/HUR	STATE REG FEE	ADMIN FEE	TOTAL DUE
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

AD

Legal Address
222 MONROE ST
PORTER IN 46304-9164

[redacted]

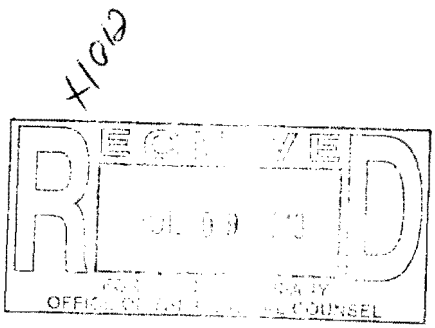
PORTER, IN [redacted]

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-781-1012
E-MAIL: ALEX@LEMONLAWINFO.COM

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-216-0365



June 28, 2013

Ford Motor Company
World Headquarters
Office of General Counsel
One American Road
Dearborn, MI 48126

RE: [redacted] v. Ford Motor Company
NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client:	[redacted]
Vehicle:	2010 Ford Escape
VIN:	1FMCU9DG3AK[redacted]
Date of purchase:	07/07/10
Our File No.:	LL13-10276

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Stalling;**
3. **Electrical;**
4. **Check engine light;**
5. **Suspension;**
6. **Fuel system;**
7. **Excessive repair attempts.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

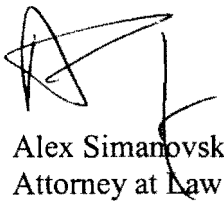
HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

This letter shall serve as notice to Ford Motor Company of its final opportunity to cure the above-referenced defects.

Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC



Alex Simanovsky
Attorney at Law

AS/ld

CC: [redacted]

PAUL HEURING MOTORS
Incorporated
FORD
720 North Hobart Road (U.S. Route 6 & 51)
HOBART, INDIANA 46342
Phone (219) 942-FORD (219) 942-2143 Fax (219) 942-9637

GENUINE Ford PARTS

1 Day 5/13/11

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
26946	MARK FECZKO 859	015	05/13/11	FTCS147121
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE 13,246		COLOR STEEL BLUE	STOCK NO.
HOBART, IN [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/4DR 4WD XLT		DELIVERY DATE 07/07/10	DELIVERY MILES 35
	VEHICLE I.D. NO. 1 F M C U 9 D G 3 A K [redacted]		SELLING DEALER NO. 100	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		R.O. DATE 05/13/11	
RESIDENCE PHONE [redacted]	BUSINESS PHONE [redacted]	COMMENTS		

JOB# 1 CHARGES

LABOR

CHANGE OIL AND FILTER. AND PERFORM FREE COURTESY INSPECTION
DRAINED OLD OIL AND REFILLED WITH 5W20 OR 5W30 OIL AND NEW
MOTORCRAFT FILTER. FILLED WINDOW WASHER FLUID AND COOLANT
RECOVERY RESEVOIR FLUID. INSPECTED BRAKE FLUID LEVEL AND
POWER STEERING FLUID.

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1		AA5Z-6714-B	FILTER ASY - O	7.00	6.00	6.00
	6		XO-5W20-DSP	OIL - ENGINE	3.22	3.07	18.42
						TOTAL - PARTS	24.42

JOB# 1 TOTALS

LABOR	9.70
PARTS	24.42

JOB# 1 JOURNAL PREFIX FTCS JOB# 1 TOTAL 34.12

JOB# 2 CHARGES

LABOR

CHECK TRANSMISSION. TRANS SHIFTS ERRATICALLY
HAPPENS AROUND 38 MPH. IT SLIPS OR SLAMS INTO GEAR
ROAD TEST AND VERIFY CONCERN. SEE IF BASIS FOR AND TSB OR
SSM. FOUND TSB 10-22-10 REPROGRAM PCM. ROAD TEST. OK.

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FTCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

CHECK LEFT TURN SIGNAL FLASHES FAST
CHECK AND VERIFY CONCERN. REPLACE LEFT TURN SIGNAL BULB.
CHECK OPERATION.OK

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FTCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

QUALITY CARE MAINTENANCE
CHECK AND REFILL WINDOW WASHER FLUID, COOLANT RECOVERY
BOTTLE. BRAKE FLUID, AND POWER STEERING FLUID

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FTCS JOB# 4 TOTAL 0.00

DISCLAIMER OF WARRANTIES

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BlueOval Certified

Always Bring Your Vehicle Here For Factory Authorized Service

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL. NOT RESPONSIBLE FOR DAMAGE FROM FREEZING DUE TO LACK OF ANTIFREEZE.

 [CONTINUED ON NEXT PAGE]

PE13-003.4 000764LC

PAUL HEURING MOTORS
Incorporated
FORD
720 North Hobart Road (U.S. Route 6 & 51)
HOBART, INDIANA 46342
Phone (219) 942-FORD (219) 942-2143 Fax (219) 942-9637

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
26946	MARK FECZKO 859	015	05/13/11	FTCS147121
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE 13,246		COLOR STEEL BLUE	STOCK NO.
HOBART, IN [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/4DR 4WD XLT		DELIVERY DATE 07/07/10	DELIVERY MILES 35
[redacted]	VEHICLE I.D. NO. 1 F M C U 9 D G 3 A K [redacted]		SELLING DEALER NO. 100	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		R.O. DATE 05/13/11	
	COMMENTS			

JOB# 5 CHARGES

LABOR

[redacted]

CHECK TIRES
GREEN TIRE

JOB# 5 TOTALS

JOB# 5 JOURNAL PREFIX FTCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES

LABOR

[redacted]

CHECK BRAKES
GREEN BRAKE

JOB# 6 TOTALS

JOB# 6 JOURNAL PREFIX FTCS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES

LABOR

[redacted]

CHECK BATTERY
GREEN BATTERY

JOB# 7 TOTALS

JOB# 7 JOURNAL PREFIX FTCS JOB# 7 TOTAL 0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # A	SS	SHOP SUPPLIES		1.00
			TOTAL - MISC	1.00

COMMENTS
DROP OFF
DELETED OPERATION(S)
20FDZ1.. ROTATE TIRES

DISCLAIMER OF WARRANTIES

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 (CONTINUED ON NEXT PAGE)

Reynolds and Reynolds EPA/LIFTGATE OCTOBER-97 O (6/00)

PAUL HEURING MOTORS
Incorporated
FORD
720 North Hobart Road (U.S. Route 6 & 51)
HOBART, INDIANA 46342
Phone (219) 942-FORD (219) 942-2143 Fax (219) 942-9637

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
26946	MARK FECZKO 859	015	05/13/11	FTCS147121

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		13,246	STEEL BLUE	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/ESCAPE/4DR 4WD XLT	07/07/10	35

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 9 D G 3 A K [redacted]	100	

F.T.E. NO.	P.O. NO.	R.O. DATE
		05/13/11

[redacted]
HOBART, IN [redacted]

RESIDENCE PHONE / BUSINESS PHONE
[redacted]

COMMENTS

TOTALS

TOTAL LABOR....	9.70
TOTAL PARTS....	24.42
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	1.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	1.71
TOTAL INVOICE $	**36.83**

CASH..... CHECK..... CK#..... CHARGE.....

VISA..... M/C..... AM/EX..... DISCOVER....

RECEIVED BY:..... ON:..../...../....

**********IMPORTANT**********
YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY IN THE NEXT FEW WEEKS. IF FOR ANY REASON YOU CANNOT GRADE US A "10" PLEASE CONTACT OUR SERVICE MANAGER, DAN RIVERA
YOUR SATISFACTION IS OUR NUMBER "1" CONCERN. THANK YOU!

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

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 or 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.

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Reproducible and Reproducible EPALRENVE DC2006487 G (08/03)

PAUL HEURING MITCHELL
Incorporated
FORD
720 North Hobart Road (U.S. Route 6 & 51)
HOBART, INDIANA 46342
Phone (219) 942-FORD (219) 942-2143 Fax (219) 942-9637

GENUINE Ford PARTS

1 Day 2/17/12

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
26946	SEAN E MCKEAN 841	002	02/17/12	FTCS151617
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE 27,172		COLOR STEEL BLUE	STOCK NO.
HOBART, IN [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/4DR 4WD XLT		DELIVERY DATE 07/07/10	DELIVERY MILES 35
	VEHICLE I.D. NO. 1 F M C U 9 D G 3 A K [redacted]		SELLING DEALER NO. 100	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		P.O. DATE 02/17/12	
RESIDENCE PHONE [redacted] / BUSINESS PHONE	COMMENTS			

JOB# 1 CHARGES

LABOR

CUST STAES THE ENG REVS UP THEN SLAMS INTO GEAR
WARM OR COLD
TECH. TESTED AND FOUND NO CODES RAISED IN THE AIR VARIFIED
TRANS FLUID LEAK.REPLACED THE DR SIDE AXLE SEAL AND TOPPED
OFF FLUID OK

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1		AL8Z-3B414-A	JOINT AND STUB			WARRANTY
	2		XT-10-QLVC	OIL - AUTOMATI			WARRANTY
						TOTAL - PARTS	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FTCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

THE WORKS FUEL SAVER PACKAGE. CHANGE ENGINE OIL AND FILTER,
ROTATE TIRES, TOP OFF FLUIDS, PERFORM MULTI-POINT-INSPECTION
PERFORMED THE WORKS FUEL SAVER PACKAGE.

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1		AA5Z-6714-B	FILTER ASY - O	7.00	6.00	6.00
	6		XO-5W20-DSP	OIL - ENGINE	3.22	3.22	19.32
						TOTAL - PARTS	25.32

JOB# 2 TOTALS

LABOR	29.70
PARTS	25.32

JOB# 2 JOURNAL PREFIX FTCS JOB# 2 TOTAL 55.02

JOB# 3 CHARGES

LABOR

QUALITY CARE MAINTENANCE
CHECK AND REFILL WINDOW WASHER FLUID, COOLANT RECOVERY
BOTTLE, BRAKE FLUID, AND POWER STEERING FLUID

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FTCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

CHECK TIRES
GREEN TIRE

DISCLAIMER OF WARRANTIES

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 [CONTINUED ON NEXT PAGE]

Reynolds and Reynolds EPA/DRIVE C2006467 0 (08/03)

PAUL HEURING MOTORS
Incorporated
FORD
720 North Hobart Road (U.S. Route 6 & 51)
HOBART, INDIANA 46342
Phone (219) 942-FORD (219) 942-2143 Fax (219) 942-9637

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
26946	SEAN E MCKEAN 841	002	02/17/12	FTCS151617
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE 27,172		COLOR STEEL BLUE	STOCK NO.
HOBART, IN [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/4DR 4WD XLT		DELIVERY DATE 07/07/10	DELIVERY MILES 35
	VEHICLE I.D. NO. 1 F M C U 9 D G 3 A K [redacted]		SELLING DEALER NO. 100	PRODUCTION DATE
	F.T.F. NO. / P.O. NO.		R.O. DATE 02/17/12	
RESIDENCE PHONE [redacted] / BUSINESS PHONE	COMMENTS			

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX FTCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------

[redacted]
CHECK BRAKES
GREEN BRAKE

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX FTCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES----------

LABOR----------

[redacted]
CHECK BATTERY
GREEN BATTERY

JOB# 6 TOTALS----------

JOB# 6 JOURNAL PREFIX FTCS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES----------

LABOR----------

[redacted]
BRIEFED CUSTOMER ON MAINTENANCE. DECLINED MAINTENANCE AT
THIS TIME
MAINTENANCE DUE AT THIS TIME
VEHICLE NEEDS THE TRANSMISSION FLUSHED 210.00

JOB# 7 TOTALS----------

JOB# 7 JOURNAL PREFIX FTCS JOB# 7 TOTAL 0.00

MISC------	CODE--------	DESCRIPTION----------	CONTROL NO---------	
JOB # A	AD	ADVERTISING COUPON		-13.00
JOB # A	SS	SHOP SUPPLIES		1.78
			TOTAL - MISC	-11.22

COMMENTS----------
940-3446

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DISCLAIMER OF WARRANTIES

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Reproduce and Reproduce ETHALDERNYE C2006497 Q (08/03)

 [CONTINUED ON NEXT PAGE]

PAUL HEURING MOTORS
Incorporated
FORD
720 North Hobart Road (U.S. Route 6 & 51)
HOBART, INDIANA 46342
Phone (219) 942-FORD (219) 942-2143 Fax (219) 942-9637

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
26946	SEAN E MCKEAN 841	002	02/17/12	FTCS151617

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		27,172	STEEL BLUE	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/ESCAPE/4DR 4WD XLT	07/07/10	35

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 9 D G 3 A K [redacted]	100	

F. T. E. NO.	P. O. NO.	R. O. DATE
		02/17/12

[redacted]
HOBART, IN [redacted]

[redacted]

COMMENTS

TOTALS----------

TOTAL LABOR....	29.70
TOTAL PARTS....	25.32
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	1.78
TOTAL MISC DISC	-13.00
TOTAL TAX.....	1.77
TOTAL INVOICE $	**45.57**

CASH..... CHECK..... CK#..... CHARGE.....

VISA..... M/C..... AM/EX..... DISCOVER....

RECEIVED BY:..... ON:..../...../....

**********IMPORTANT**********
YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY IN THE NEXT FEW WEEKS. IF FOR ANY REASON YOU CANNOT GRADE US A "10" PLEASE CONTACT OUR SERVICE MANAGER, DAN RIVERA
YOUR SATISFACTION IS OUR NUMBER "1" CONCERN. THANK YOU!

CUSTOMER SIGNATURE

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 'STOMER COPY [END OF INVOICE] 09:49am

Reynolds and Reynolds ERAUZRRVE 02204497 Q 2/8/09

CUSTOMER #: 9210669

215484

Lake Shore

FORD-MERCURY * TOYOTA-SCION

244 Melton Road * Burns Harbor, IN 46304
U.S. 20 AT I-94
(219) 787-8600 * Fax (219) 787-0067
www.lakeshoremotors.com

ACCOUNTING

DUPLICATE 2
PAGE 1
** PRE-INVOICE **

[redacted]
CHESTERTON, IN [redacted]
HOME: CONT:N/A
BUS: CELL:

SERVICE ADVISOR: 912 JOHN VANVLIET

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	10	FORD ESCAPE	1FMCU9DG3AK[redacted]		48566/48566	T507

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN10 DD			17:30 21MAR13		105.00	CASH	26MAR13

R.O. OPENED	READY	OPTIONS:
10:10 21MAR13	10:36 26MAR13	ENG:3.0_Liter

LINE OPCODE TECH TYPE A/HRS S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A THE WORKS - OIL CHANGE, TIRE ROTATION AND MULTIPOINT INSPECTION						
WRKS THE WORKS - OIL CHANGE, TIRE ROTATION AND MULTIPOINT INSPECTION						
904 C 0.80 0.80	800	2300			23.00	23.00
1 FL*500*SB12 FILTER ASY						
- OIL	391	430	0	4.30	4.30	4.30
6 XO*5W20*BSP OIL -						
ENGINE	1602	2082	0	3.47	3.47	20.82
YBK BRAKE THICKNESS WAS CHECKED & THE BRAKES WILL NEED TO BE CHANGED SOON						
904 C 0.00 0.00	0	0			0.00	0.00
GBATT THE BATTERY WAS CHECKED & ITS OK AT THIS TIME						
904 C 0.00 0.00	0	0			0.00	0.00
GTIRE TIRE TREAD DEPTH WERE CHECKED & ARE OK AT THIS TIME						
904 C 0.00 0.00	0	0			0.00	0.00
B PERFORM MULTI-POINT INSPECTION						
90P PERFORM MULTI-POINT INSPECTION						
904 C 0.00 0.00	0	0			0.00	0.00
C CHECK ENGINE LIGHT WAS ON						
201 NO ON AT THIS TIME						
904 C 0.00 0.00	0	0			0.00	0.00
D** FLUID LEAK LEFT FRONT WHEEL AREA						
CAUSE: OK						
201 REPLACED LEFT FRONT AXLE SEAL ASSY						
824 WF 2.00 2.00	5400	19328			193.28	193.28
1 TX*585* JOINT AND STUB						
SHAFT ASY	3503	5255	0	70.06	52.55	52.55
	3503	5255 TPARTS				
	5400	19328 TLABOR				
SUBL WRKS						
COA	-700	-700			-7.00	-7.00

FORD SERVICE HOURS		TOYOTA SERVICE HOURS	
Mon - Fri	7:30am - 6:00pm	Mon - Fri	7:30am - 6:00pm
Sat	8:00am - 4:00pm	Sat	8:00am - 4:00pm

STATEMENT OF DISCLAIMER
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CUSTOMER SIGNATURE

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

ACCOUNTING COPY

CUSTOMER #: 9210669

215484

Lake Shore

FORD-MERCURY * TOYOTA-SCION

244 Melton Road * Burns Harbor, IN 46304
U.S. 20 AT I-94
(219) 787-8600 * Fax (219) 787-0067
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ACCOUNTING

DUPLICATE 2
PAGE 2
** PRE-INVOICE **

[redacted]
CHESTERTON, IN [redacted]
HOME: CONT:N/A
BUS: CELL:

SERVICE ADVISOR: 912 JOHN VANVLIET

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	10	FORD ESCAPE	1FMCU9DG3A[redacted]		48566/48566	T507

DEL DATE	PROD DATE	WARR. EXP.	PROMISED	FORD	RATE	PAYMENT	INV DATE
01JAN10 DI			17:30 21MAR13		105.00	CASH	26MAR13

RO OPENED	READY	OPTIONS: ENG:3.0_Liter
10:10 21MAR13	10:36 26MAR13	

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
NEEDS FRONT PADS AND TURN ROTORS 194.00											

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
57000	2300	100		54300	2510	1993	
57200	19328	5400		54600	5255	3503	
77300	-700	-700		21500	175	0	
10100	4288	*******		11400	24583	*******	

COST, SALE, & COMP TOTALS 10996 28695 0

FORD SERVICE HOURS

Mon - Fri	7:30am - 6:00pm
Sat	8:00am - 4:00pm

TOYOTA SERVICE HOURS

Mon - Fri	7:30am - 6:00pm
Sat	8:00am - 4:00pm

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	23.00
PARTS AMOUNT	25.12
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	-7.00
MISC. CHARGES	0.00
TOTAL CHARGES	41.12
LESS INSURANCE	0.00
SALES TAX	1.76
PLEASE PAY THIS AMOUNT	42.88

ACCOUNTING COPY

CUSTOMER #: 9210669

215793

ACCOUNTING

Lake Shore

FORD-MERCURY * TOYOTA-SCION

244 Melton Road * Burns Harbor, IN 46304
U.S. 20 AT I-94
(219) 787-8600 * Fax (219) 787-0067
www.lakeshoremotors.com

[redacted]

CHESTERTON, IN [redacted]
HOME: CONT:N/A
BUS: CELL:

PAGE 1
** PRE-INVOICE **
SERVICE ADVISOR: 912 JOHN VANVLIET

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	10	FORD ESCAPE	1FMCU9DG3AK[redacted]		49265/49265	T451

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV. DATE
01JAN10 DD			17:30 30APR13		105.00	CASH	25APR13

R.O. OPENED	READY	OPTIONS:
13:12 02APR13	10:43 25APR13	ENG:3.0_Liter

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A CHECK ENGINE LITE IS ON											
201 MISC											
	837	LSP	1.10	1.10	2750	3300				33.00	33.00
1	CX*2349*		VALVE ASY			2899	3769	0	52.71	37.69	37.69

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
57300	3300	2750		54700	3769	2899	
77500	7069	*******					

INTERNAL

COST, SALE, & COMP TOTALS 5649 7069 0

FORD SERVICE HOURS

Mon - Fri	7:30am - 6:00pm
Sat	8:00am - 4:00pm

TOYOTA SERVICE HOURS

Mon - Fri	7:30am - 6:00pm
Sat	8:00am - 4:00pm

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CUSTOMER SIGNATURE

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

ACCOUNTING COPY

CUSTOMER #: 9210669

216552

Lake Shore

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ACCOUNTING

DUPLICATE 1
PAGE 1
** PRE-INVOICE **

[redacted]
CHESTERTON, IN [redacted]
HOME:
BUS:
CONT:N/A
CELL:

SERVICE ADVISOR: 912 JOHN VANVLIET

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	10	FORD ESCAPE	1FMCU9DG3AK[redacted]		51195/51195	T645

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN10 DD			17:30 03MAY13		105.00	CASH	13MAY13

R.O OPENED	READY	OPTIONS:
15:13 03MAY13	09:43 13MAY13	ENG:3.0_Liter

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A WRENCH LIGHT CAME ON AND NO POWER.											
201 REMOVED DEBRIS FROM AIR FILTER CASE											
	837	I&P		0.00	0.00	0	0			0.00	0.00

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
57300	0	0		77500	0	*******	

Internal

COST, SALE, & COMP TOTALS 0 0 0

FORD SERVICE HOURS

Mon - Fri	7:30am - 6:00pm
Sat	8:00am - 4:00pm

TOYOTA SERVICE HOURS

Mon - Fri	7:30am - 6:00pm
Sat	8:00am - 4:00pm

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CUSTOMER SIGNATURE

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

ACCOUNTING COPY

CUSTOMER #: 9210669

217460

ACCOUNTING

Lake Shore

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244 Melton Road * Burns Harbor, IN 46304
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[redacted]

CHESTERTON, IN [redacted]

PAGE 1

HOME: CONT:N/A ** PRE-INVOICE **

BUS: CELL: SERVICE ADVISOR: 912 JOHN VANVLIET

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	10	FORD ESCAPE	1FMCU9DG3AK[redacted]		54448/54448	T340

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN10 DD			17:30 12JUN13		105.00	CASH	14JUN13

RO OPENED	READY	OPTIONS: ENG:3.0_Liter
16:43 12JUN13	09:28 14JUN13	

LINE OPCODE TECH TYPE A/HRS S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A CHECK ENGINE LIGHT IS ON AND LOSS OF POWER						
201 DIAG AND REPLACED THROTTLE BODY ASSY						
817 TC 0.50 0.50	1250	5250			52.50	52.50
1 DS7Z*9E926*D THROTTLE						
BODY AND MOTOR ASY	8581	17168	0	171.68	171.68	171.68
B** CHANGE OIL AND FILTER						
LOB CHANGE OIL AND FILTER						
837 C 0.40 0.40	1000	1330			13.30	13.30
1 FL*500*SB12 FILTER ASY						
- OIL	391	430	0	4.30	4.30	4.30
6 XO*5W20*BSP OIL						
ENGINE	1602	2082	0	3.47	3.47	20.82

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
57000	6580	2250		54900	19630	10577	
21500	1378	0		10100	27638	*******	

COST, SALE, & COMP TOTALS 12827 26260 0

FORD SERVICE HOURS

Mon - Fri	7:30am - 6:00pm
Sat	8:00am - 4:00pm

TOYOTA SERVICE HOURS

Mon - Fri	7:30am - 6:00pm
Sat	8:00am - 4:00pm

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	65.80
PARTS AMOUNT	196.80
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	262.60
LESS INSURANCE	0.00
SALES TAX	13.78
PLEASE PAY THIS AMOUNT	276.38

ACCOUNTING COPY

CUSTOMER #: 9210669

217755

ACCOUNTING

Lake Shore

FORD-MERCURY * TOYOTA-SCION

244 Melton Road * Burns Harbor, IN 46304
U.S. 20 AT I-94
(219) 787-8600 * Fax (219) 787-0067
www.lakeshoremotors.com

[redacted]

CHESTERTON, IN [redacted]
HOME: CONT:N/A
BUS: CELL:

PAGE 1
** PRE-INVOICE **
SERVICE ADVISOR: 476 DAN DOAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	10	FORD ESCAPE	1FMCU9DG3AK[redacted]		55012/55012	T753

DEL DATE	PROM DATE	WARR EXP	PROMISED	PRO#	RATE	PAYMENT	INV DATE
01JAN10 DD			17:30 25JUN13		105.00	CASH	26JUN13

R.O. OPENED	READY	OPTIONS: ENG:3.0_Liter
07:34 25JUN13	14:12 26JUN13	

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A	CHECK ENGINE LIGHT WAS ON DID NOT WANT TO ACCEL THEN IT WOULD JERK & START ACCELRATING										
	LID INSPECT UNABLE TO VERIFY CONDITION AT THIS TIME CKED OK										
		4	C	0.00	0.00	0	0			0.00	0.00
B	CK FRT END IS HOWLING WHEN DRIVING OVER 30										
	201 INSPECT FOUND TIRES CUPPED NO WORK DONE AT THIS TIME										
		4	C	0.00	0.00	0	0			0.00	0.00
C	CK BLOWER ONLY WORKS ON 3 & 4										
	201 INSPECT FOUND BLOWER RESISTOR BAD REPLACE RESISTOR RECHECK OK										
		4	C	0.50	0.50	2430	9450			94.50	94.50
	1	YH*1715*	RESISTOR ASY			1766	3532	0	35.32	35.32	35.32
	CUSTOMER PAY SHOP CHARGE FOR RHPA					0	473				4.73

THANK YOU FOR USING LAKE SHORE
FORD IF YOU HAVE ANY QUESTIONS
MY NAME IS DAN

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
57000	9450	2430		54300	3532	1766	
77700	473	0		21500	280	0	
10100	18735	*******					

COST, SALE, & COMP TOTALS	4196	13455	0

FORD SERVICE HOURS

Mon - Fri	7:30am - 6:00pm
Sat	8:00am - 4:00pm

TOYOTA SERVICE HOURS

Mon - Fri	7:30am - 6:00pm
Sat	8:00am - 4:00pm

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	94.50
PARTS AMOUNT	35.32
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	4.73
TOTAL CHARGES	134.55
LESS INSURANCE	0.00
SALES TAX	2.80
PLEASE PAY THIS AMOUNT	137.35

ACCOUNTING COPY

CUSTOMER #: 9210669

218224

Lake Shore

FORD-MERCURY * TOYOTA-SCION

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U.S. 20 AT I-94
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www.lakeshoremotors.com

ACCOUNTING

DUPLICATE 1
PAGE 1

[redacted]
CHESTERTON, IN [redacted]
HOME: CONT:N/A
BUS: CELL:

** PRE-INVOICE **
SERVICE ADVISOR: 912 JOHN VANVLIET

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	10	FORD ESCAPE	1FMCU9DG3A[redacted]		56204/56204	T240

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	DATE	PAYMENT	INV DATE
01JAN10 DD			17:30 16JUL13		105.00	CASH	17JUL13

RO OPENED	READY	OPTIONS: ENG:3.0_Liter
13:04 16JUL13	09:29 17JUL13	

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A CHECK WHEN DRIVING VEHICLE IS JERKING INTO GEAR AND ABS ARE FLASHING											
201	RESET KEEP ALIVE MOMEORY										
	911	ISO	0.00	0.00		0	0			0.00	0.00

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
57300	0	0		77500	0	*******	

Internal

COST, SALE, & COMP TOTALS 0 0 0

FORD SERVICE HOURS

Mon - Fri	7:30am - 6:00pm
Sat	8:00am - 4:00pm

TOYOTA SERVICE HOURS

Mon - Fri	7:30am - 6:00pm
Sat	8:00am - 4:00pm

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CUSTOMER SIGNATURE

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

ACCOUNTING COPY

[redacted]

COVER SHEET FOR FILING CIVIL ACTIONS
COMMONWEALTH OF VIRGINIA

Case No. 2013-04847
(CLERK'S OFFICE USE ONLY)*

FAIRFAX COUNTY Circuit Court

SARA LUCAS v./In re: FORD MOTOR COMPANY
PLAINTIFF(S) DEFENDANT(S)

I, the undersigned [ ] plaintiff [ ] defendant [x] attorney for [x] plaintiff [ ] defendant hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

[ ] Accounting
[ ] Administrative Appeal
[ ] Adoption
[ ] Adoption - Foreign
[ ] Adult Protection
[ ] Aid and Guidance
[ ] Annexation
[ ] Annulment
[ ] Annulment – Counterclaim/ Responsive Pleading
[ ] Appeal Decision of ABC Board
[ ] Appeal Decision of Board of Zoning
[ ] Appeal Decision of Comp Board
[ ] Appeal Decision of Employment Commission
[ ] Appeal Decision of Local Government
[ ] Appeal Decision of Marine Resources Commission
[ ] Appeal Decision of Voter Registration
[ ] Appointment of Church Trustee, Substitute Fiduciaries
[ ] Approval of Right to be Eligible to Vote
[ ] Asbestos Litigation
[ ] Attachment
[ ] Bond Forfeiture Appeal
[ ] Child Abuse and Neglect – Unfounded Complaint
[ ] Civil Contempt
[ ] Claim Impleading Third Party Defendant – Monetary Damages
[ ] Claim Impleading Third Party Defendant – No Monetary Damages
[ ] Complaint - (Miscellaneous)
[ ] Compromise Settlement
[ ] Condemnation
[ ] Confessed Judgment
[ ] Conservator of Peace
[ ] Construe Will
[ ] Contract Action
[ ] Contract Specific Performance
[ ] Correct/Erroneous State/Local Taxes
[ ] Counterclaim – Monetary Damages
[ ] Counterclaim – No Monetary Damages
[ ] Cross Claim
[ ] Custody/Visitation/Support/ Equitable Distribution
[ ] Declaratory Judgment
[ ] Declare Death
[ ] Delinquent Taxes
[ ] Detinue
[ ] Divorce
[ ] Divorce – Counterclaim/ Responsive Pleading
[ ] Ejectment
[ ] Encumber/Sell Real Estate
[ ] Enforce Vendor's Lien
[ ] Escheat
[ ] Establish Boundaries
[ ] Expunge
[ ] Forfeiture of U.S. Currency
[ ] Freedom of Information
[ ] Garnishment
[ ] General Tort Liability (other than motor vehicle)
[ ] Grievance Procedures
[ ] Guardian/Conservator Appointment
[ ] Impress/Declare a Trust
[ ] Injunction
[ ] Interdiction
[ ] Interrogatory
[ ] Intentional Tort
[ ] Judgment Lien-Bill to Enforce
[ ] Judicial Review
[ ] Landlord/Tenant
[ ] Law Enforcement Petition
[ ] Mechanics Lien
[ ] Medical Malpractice
[ ] Motor Vehicle Tort
[ ] Name Change
[ ] Order to Sever
[ ] Partition
[ ] Petition
[ ] Product Liability
[ ] Quiet Title
[ ] Referendum Elections
[ ] Reformation of Trust
[ ] Reinstatement of Driving Privileges
[ ] Reinstatement (General)
[ ] Removal
[ ] Separate Maintenance
[ ] Separate Maintenance – Counterclaim/Responsive Pleading
[ ] Standby Guardian/ Conservator
[ ] Termination of Mineral Rights
[ ] Unlawful Detainer
[ ] Vehicle Confiscation
[ ] Will Contested
[ ] Writ of Certiorari
[ ] Writ of Habeas Corpus
[ ] Writ of Mandamus
[ ] Writ of Prohibition
[ ] Writ of Quo Warranto
[ ] Wrongful Death
[x] Other

Warranty Enforcement Act

FILED
CIVIL INTAKE
2013 MAR -1 PM 3:08
CLERK OF CIRCUIT COURT
FAIRFAX, VA

[x] Damages in the amount of $ 30,000.00 are claimed.

3-8-13
DATE

[ ] PLAINTIFF [ ] DEFENDANT [•] ATTORNEY FOR [•] PLAINTIFF [ ] DEFENDANT

Richard W. Ferris
PRINT NAME

10 North Dearborn St, 3rd Floor Chicago, Illinois 60602 (804) 767-1800
ADDRESS /TELEPHONE NUMBER OF SIGNATOR

FORM CC-1416 (MASTER) PAGE ONE 07/11

* See reverse side for Civil Action Type Codes - for Clerk's Office Use Only

PE13-003.4 000778LC

Civil Action Type Codes
(Clerk's Office Use Only)

Accounting	ACCT
Administrative Appeal	AAPL
Adoption	ADOP
Adoption – Foreign	FORA
Adult Protection	PROT
Aid and Guidance	AID
Annexation	ANEX
Annulment	ANUL
Annulment – Counterclaim/Responsive Pleading	ACRP
Appeal Decision of ABC Board	ABC
Appeal Decision of Board of Zoning	ZONE
Appeal Decision of Comp Board	ACOM
Appeal Decision of Employment Commission	EMP
Appeal Decision of Local Government	GOVT
Appeal Decision of Marine Resources Commission	MAR
Appeal Decision of Voter Registration	AVOT
Appointment of Church Trustee, Substitute Fiduciaries	AOCT
Approval of Right to be Eligible to Vote	VOTE
Asbestos Litigation	AL
Attachment	ATT
Bond Forfeiture Appeal	BFA
Child Abuse and Neglect – Unfounded Complaint	CAN
Civil Contempt	CCON
Claim Impleading Third Party Defendant – Monetary Damages	CTP
Claim Impleading Third Party Defendant – No Monetary Damages	CTP
Complaint – (Miscellaneous)	COM
Compromise Settlement	COMP
Condemnation	COND
Confessed Judgment	CJ
Conservator of Peace	COP
Construe Will	CNST
Contract Action	CNTR
Contract Specific Performance	PERF
Correct/Erroneous State/Local Taxes	CTAX
Counterclaim – Monetary Damages	CC
Counterclaim – No Monetary Damages	CC
Cross Claim	CROS
Custody/Visitation/Support/Equitable Distribution	CVS
Declaratory Judgment	DECL
Declare Death	DDTH
Delinquent Taxes	DTAX
Detinue	DET
Divorce	DIV
Divorce – Counterclaim/Responsive Pleading	DCRP
Ejectment	EJCT
Encumber/Sell Real Estate	RE
Enforce Vendor's Lien	VEND
Escheat	ESC
Establish Boundaries	ESTB
Expunge	XPUN
Forfeiture of U.S. Currency	FORF
Freedom of Information	FOI
Garnishment	GARN
General Tort Liability (Other Than Motor Vehicle)	GTOR
Grievance Procedures	GRV
Guardian/Conservator Appointment	APPT
Impress/Declare a Trust	TRST
Injunction	INJ
Interdiction	INTD
Interpleader	INTP
Intentional Tort	ITOR
Interrogatory	INTR
Judgment Lien – Bill to Enforce	LIEN
Judicial Review	JR
Landlord/Tenant	LT
Law Enforcement Petition	LEP
Mechanics Lien	MECH
Medical Malpractice	MED
Motor Vehicle Tort	MV
Name Change	NC
Order to Sever	SEVR
Partition	PART
Petition	PET
Product Liability	PROD
Quiet Title	QT
Referendum Elections	ELEC
Reformation of Trust	REFT
Reinstatement of Driving Privileges	DRIV
Reinstatement (General)	REIN
Removal	REM
Restore Driving Privileges	REST
Separate Maintenance	SEP
Separate Maintenance – Counterclaim/Responsive Pleading	SCRP
Standby Guardian/Conservator	STND
Termination of Mineral Rights	MIN
Unlawful Detainer	UD
Vehicle Confiscation	VEH
Will Contested	WILL
Writ of Certiorari	WC
Writ of Habeas Corpus	WHC
Writ of Mandamus	WM
Writ of Prohibition	WP
Writ of Quo Warranto	WQW
Wrongful Death	WD

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

SARA LUCAS	)	
	)	
Plaintiff,	)	
	)	2013-04847
v.	)	Case No: _____
	)	
FORD MOTOR COMPANY	)	
	)	
Defendant.	)	

COMPLAINT

NOW COMES the Plaintiff, SARA LUCAS, by and through Plaintiff's attorneys, KROHN & MOSS, LTD., and for Plaintiff's Complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

FILED
CIVIL INTAKE
2013 MAR 11 PM 1:03
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

PARTIES

1. Plaintiff, SARA LUCAS ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Virginia.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Virginia, County of Fairfax, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including KOONS STERLING FORD ("Seller"). Manufacturer does business in all counties of the State of Virginia including Fairfax County.

BACKGROUND

3. On or about March 11, 2012, Plaintiff purchased from Seller a 2012 Ford Escape ("Escape"), manufactured by Manufacturer, Vehicle Identification No. 1FMCU9DG6CKC01693, for valuable consideration (See copy of Plaintiff's Buyer's Order, attached hereto as Exhibit "A").

4. The price of the Escape totaled $29,889.00.

5. In consideration for the purchase of the Escape, Manufacturer issued and supplied to Plaintiff its written warranty that included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, five (5) year or sixty thousand (60,000) drivetrain coverage, as well as other warranties fully outlined in Manufacturer's New Car Warranty booklet.

6. Manufacturer engages in nationwide advertising campaigns to sell vehicles, including the Escape, to the public through a system of authorized selling agents of Manufacturer, including Seller herein.

7. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to post Manufacturer's name and logo on a sign outside of the Seller's place of business.

8. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to produce to Seller's customers brochures for the sale of Manufacturer's vehicles that are printed and authored by Manufacturer.

9. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to enter into a sales and service agreement with Manufacturer that is reduced to a writing.

10. Manufacturer requires all authorized selling agents, including Seller herein, to provide customers, including Plaintiff herein, with Manufacturer's written warranty described above at the time of sale.

11. In requiring Seller to provide Manufacturer's written warranty, Manufacturer undertakes, at the time of sale, the responsibility of repairing its vehicles, including the Escape, and makes the accompanying promise to repair in consideration for the sale of the Escape.

12. Manufacturer issues and supplies to consumers, including Plaintiff herein, its written warranty described above as an inducement for the sale of the Escape.

13. Manufacturer provides Seller with a hidden rebate/commission after Plaintiff's purchase of the Escape that is not reflected on Plaintiff's purchase documents as an incentive to Seller selling Manufacturer's automobiles as an agent to Manufacturer.

14. The retail price of the Escape is determined by Manufacturer and not Seller.

15. On or about March 11, 2012, Plaintiff took possession of the Escape and shortly thereafter experienced the non-conformitites/defects listed below.

16. The non-conformities/defects described below violate the written warranty issued to Plaintiff by Manufacturer, as well as the implied warranty of merchantability.

17. Plaintiff brought the Escape to Seller, and/or other authorized service dealers of Manufacturer, for the following non-conformities/defects, which include but are not limited to:

a. Defective engine as evidenced by stalling;
b. Defective body/trim as evidenced by loose front bumper and grill; and
c. Any additional complaints made by Plaintiff, whether or not they are contained on any dealer repair orders.

18. Plaintiff provided Manufacturer, through Seller and/or other authorized dealers of

Manufacturer, sufficient opportunities to repair the Escape.

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

20. Plaintiff justifiably lost confidence in the Escape's safety and reliability.

21. Said non-conformities/defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the Escape.

22. As a result of this non-conformities/defects, Plaintiff revoked acceptance of the Escape in writing on December 13, 2012 (See copy of December 13, 2012 correspondence, attached hereto as Exhibit "B").

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

24. Manufacturer refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

25. The Escape remains in a defective and unmerchantable condition and continues to exhibit the above mentioned non-conformities/defects that substantially impair its use, value and/or safety.

26. 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 Escape.

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

27. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-26 of this Complaint.

28. Plaintiff is a purchaser of a consumer product who received the Escape during the duration of a written warranty period applicable to the Escape, and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

29. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

30. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's written warranty.

31. 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 Escape was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars ($10.00).

32. Plaintiff's purchase of the Escape 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 Escape to repair the Escape or take other remedial action free of charge to Plaintiff with respect to the Escape in the event that the Escape failed to meet the specifications set forth in Manufacturer's written warranty.

33. Said warranty was the basis of the bargain of the contract between Plaintiff and Manufacturer for the sale of the Escape to Plaintiff.

34. Said purchase of Plaintiff's Escape was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

35. Plaintiff has met all of Plaintiff's obligations and preconditions as provided in Manufacturer's written warranty.

36. 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), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;
b. Incurred and/or needed costs of repair
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

37. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-26 of this Complaint.

38. The Escape 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.

39. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

40. 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 Escape.

41. Pursuant to 15 U.S.C. § 2308, Plaintiff's Escape was impliedly warranted to be substantially free of defects in both material and workmanship and thereby fit for the ordinary purpose for which the Escape was intended.

42. The Escape was warranted to pass without objection in the trade under the contract description and was required to conform to the descriptions of the Escape contained in the contracts and labels.

43. The above described defects in the Escape render the Escape unfit for the ordinary purpose for which the Escape was intended.

44. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;
b. Incurred and/or needed costs of repair
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 III
VIRGINIA MOTOR VEHICLE WARRANTY ENFORCEMENT ACT

45. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-26 of this Complaint.

46. Plaintiffs have presented the Escape to Seller and/or other authorized service dealers of Manufacturer within the term of protection and has tendered the Escape three (3) or more times for the same non-conformities and the non-conformities continue to exist and/or the Escape has been out of service for thirty (30) days and the non-conformities continued to exist after the thirtieth (30th) day.

47. Pursuant to the Act, the Escape does not conform to the written warranty issued to Plaintiff by Manufacturer.

48. Pursuant to the Act, Plaintiff is entitled to a refund of the full price of the Escape, including all collateral charges and finance charges, and/or a replacement vehicle, plus all attorneys' fees and costs.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. Return of the Escape's purchase price and all incidental and consequential damages incurred by Plaintiff;
b. Incurred and/or needed costs of repair
c. Return of all finance charges incurred by Plaintiff for the Escape;
d. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by the Plaintiff, and;
e. Such other and further relief that this 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,
SARA LUCAS

By: _____
Attorney for Plaintiff

Richard W. Ferris (VSB# 31812)
FerrisWinder, PLLC
530 East Main Street, Suite 710
Richmond, VA 23219
(804) 767-1800

Of Counsel
KROHN & MOSS, LTD.
10 North Dearborn St, 3rd Floor
Chicago, Illinois 60602
(804) 767-1800

EXHIBIT A

KOONS STERLING FORD

46869 HARRY BYRD HWY.
STERLING, VA 20164
703-430-7700

BUYER'S ORDER

DATE MARCH 11, 2012

PURCHASER'S FULL NAME SARA ELIZABETH LUCAS

PURCHASER'S FULL NAME

STREET	CITY	STATE	ZIP	RES. PHONE	BUS. PHONE
1561 AUTUMN RIDGE CIRCLE	RESTON	VA	20194	(202) 534-7468	

E-MAIL	CUSTOMER NO.	TO BE DEL. ON OR ABOUT	MAKE	MODEL	YEAR	COLOR
	381557	03/11/12	FORD	ESCAPE	2012	BLACK

STOCK NO	SERIAL NO.	MILEAGE	NEW / USED / DEMO
121156	1FMCU9DG6CKC01693	15	NEW

CASH PRICE OF VEHICLE	$29,889.00
STD* U9D0 ESCAPE 4DR XLT 4WD	
202A EQUIPMENT GROUP	
EQUIPMENT GROUP	
SUN & SYNC VALUE PKG	
POWER MOONROOF WITH SHADE	
SYNC VOICE ACTIVATED SYSTEMS	
SYNC EQUIPMENT GROUP	
CARGO PACKAGE	PROCESSING FEE 499.00
LOCKABLE HIDDEN WET TRUNK	SUB-TOTAL $30,388.00
RETRACTABLE CARGO COVER	TAX $911.64
HORIZONTAL CROSS BARS	
.103 INCH WHEELBASE	PURCHASER'S ON-LINE SYSTEMS FILING FEE $10.00
99G 3.0L DURATEC FFV V6 ENGINE	DEALER'S BUSINESS LICENSE TAX $50.81
Plates $42.75 Transfer N/A Temp N/A Lien N/A Title $10.00	$52.75
NO LIABILITY INSURANCE INCLUDED	TOTAL CASH DELIVERED PRICE $31,413.20
CREDITS: DEPOSIT DUE WITH ORDER (This Buyers Order is not a cash receipt) INCLUDING REBATE $2,500.00	$2,500.00
ALLOWANCE FOR USED CAR TRADE-IN	N/A
LESS APPROXIMATE BALANCE OWING TO	N/A
NET ALLOWANCE ON TRADE-IN	N/A
DESCRIPTION OF TRADE-IN VIN TRADE IN PLEASE	TOTAL CREDITS $2,500.00
MAKE MODEL TYPE YEAR	BALANCE DUE ON DELIVERY $28,913.20

TO ENSURE MY COMPLETE SATISFACTION I UNDERSTAND ALL PROMISES MUST BE IN WRITING SL INITIAL

IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA CONSUMER PROTECTION ACT. IF YOU ARE LEASING THIS VEHICLE, THE SAME PROCEEDURES, RIGHTS AND OBLIGATIONS APPLICABLE TO A TRANSACTION INVOLVING A RETAIL INSTALLMENT SALES CONTRACT STATED ABOVE APPLY TO THIS TRANSACTION.

INSURANCE CO.	POLICY/BINDER NO	AGENTS PHONE NO.
GEICO	4195075462	(800) 841-3000

FOR "AS IS" SALE ONLY: I UNDERSTAND THAT THIS VEHICLE IS BEING SOLD "AS IS" WITH ALL FAULTS AND IS NOT COVERED BY ANY DEALER WARRANTY. I UNDERSTAND THAT THE DEALER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER I BUY THIS VEHICLE. I WILL HAVE TO PAY FOR ANY REPAIRS THIS VEHICLE WILL NEED. (SEE #18 ON REVERSE SIDE)

DATE: _____ SIGNATURE _____

We certify that we are 18 years of age or older and hereby acknowledge receipt of a copy of this order. We authorize the dealer to make whatever credit inquiries it deems necessary in connection with this order. Purchaser understands and agrees that the Annual Percentage Rate ("APR") for any installment sale of the vehicle ordered hereunder may be negotiated with Dealer and that Dealer may assign the Installment Sales Contract and receive some portion of the finance charge or other compensation for providing or arranging financing, service contracts or other products. We have read the terms and conditions of this order including those on the reverse side hereof. We agree that the terms and conditions on the reverse side are a part of this order as if they were printed above our signatures. We specifically acknowledge that Paragraph 23 on the reverse side hereof, requiring arbitration of any disputes, has been reviewed with us and we understand those terms and conditions.

HUMPHRIES, NICKOLAS A
SALESMAN

THIS ORDER IS NOT VALID UNLESS SIGNED ~~CONTRACTED~~ BY AN AUTHORIZED MANAGER.

APPROVED BY MANAGER SELLER

SIGNED Sara Lucas PURCHASER

SIGNED X Sandra L. Tucker PURCHASER

7/7/11-VA

Classic Forms 301-670-1801 Form No. NAZ11LVA

PE13-003.4 000790LC

EXHIBIT B

Krohn & Moss, Ltd.

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

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

Writer's Direct Number
(804) 767-1800
Writer's Direct Facsimile
(888) 251-6228
Writer's Direct E-Mail
rwferris@ferriswinder.com

Writer licensed to practice only in: Virginia

December 13, 2012

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

RE: Sara Lucas v. Ford Motor Company
Vehicle: 2012 Ford Escape
VIN: 1FMCU9DG6CKC01693

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 repeated stalling;
2. Defective body and trim as evidenced by loose front bumper and grill; and

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

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. Kurz v. Chevrolet Motor Division, 581 P.2d 603.

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

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

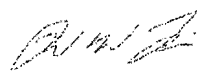
If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be

liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

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

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

Sincerely,



Richard W. Ferris
Attorney at Law
Of Counsel to Krohn & Moss, Ltd.

RF/tm
CC: Sara Lucas

Krohn & Moss, Ltd
10 N Dearborn St Floor 3rd
Chicago IL 60602-4276

7011 0110 0001 4402 9852

$7.670
US POSTAGE
FIRST-CLASS
FROM 60602
MAY 13 2013
stamps.com

30383

Ford Motor Company
c/o CT Corporation
4701 Cox Rd, Suite 301
Glen Allen VA 23060-6802

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
2/1/2013	[redacted]	1FMCU9DG6CK[redacted]	2012 ESCAPE	06
CLOSED	DRP-VEHICLE REPURCHASE REQUEST	1759153542		

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU9DG6CK[redacted] **Year:** 2012 **Model:** ESCAPE **Case:** 1759153542
Name: [redacted] **Owner Status:** Original **WSD:** 2012-03-11
Symptom Desc: EXT TRIM/ACC STEPS/GRAB HANDLE AFTERMARKET **Primary Phone:** [redacted]
Reason Desc: DRP-VEHICLE REPURCHASE REQUEST **Secondary Phone:** [redacted]
Issue Type: 06 BBB AUTO LINE/DACO **Issue Status:** CLOSED

Action: OPEN - PENDING ELIGIBILITY
Dealer: 00031 KOONS STERLING FORD **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 1 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 12/19/2012 **Action Time:** 21.05.15.173 **Action Data:** No

Comments NEW CASE: FRD1234434. REPRESENTED BY RICHARD W. FERRIS OF KROHN & MOSS AL GA IL KY KS MN MO WI TX. PROBLEMS: BODY/TRIM,ELECTRICAL,ENGINE/ELECTRICAL,ENGINE.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 00031 KOONS STERLING FORD **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 10413 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 12/20/2012 **Action Time:** 11.05.04.880 **Action Data:** No

Comments OPEN - CABBB CASE ELIGIBLE

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 00031 KOONS STERLING FORD **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 10413 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 12/20/2012 **Action Time:** 16.05.12.046 **Action Data:** No

Comments OPEN - CABBB CASE ELIGIBLE

Action: BBB-NEW CASE ELIGIBLE
Dealer: 00031 KOONS STERLING FORD **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 10413 MI **Comm Type:** OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA **Analyst:** TPONTILL
Action Date: 12/24/2012 **Action Time:** 14.54.44.303 **Action Data:** No

Comments OPEN BBB CASE ON 12/20/12

Action: BBB-NEW CASE ELIGIBLE
Dealer: 00031 KOONS STERLING FORD **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 10413 MI **Comm Type:** OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA **Analyst:** TPONTILL
Action Date: 12/27/2012 **Action Time:** 10.08.24.901 **Action Data:** No

Comments OPEN BBB CASE ON 12/20/12

Action: FIELD E-MAIL SENT - DRP

Dealer: 00031 KOONS STERLING FORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 10413 MI

Comm Type: OUTBOUND EMAIL-OTHER

Analyst Name: PONTILLO (TPONTILL),TERESA

Analyst: TPONTILL

Action Date: 12/27/2012

Action Time: 10.09.17.842

Action Data: No

Comments SUBMITTED DEALER REPORT TO SM JOEY STICKMAN AT KOONS STERLING FORD AND SUBMITTED TFOAM REQUEST.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 00031 KOONS STERLING FORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 10413 MI

Comm Type: OUTBOUND EMAIL-OTHER

Analyst Name: PONTILLO (TPONTILL),TERESA

Analyst: TPONTILL

Action Date: 12/27/2012

Action Time: 10.09.52.964

Action Data: No

Comments SUBMITTED INITIAL POSITION TO BBB ADVISING OF NO SETTLEMENT OFFERS AT THIS TIME.

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS

Dealer: 00031 KOONS STERLING FORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 10413 MI

Comm Type: OUTBOUND EMAIL-OTHER

Analyst Name: PONTILLO (TPONTILL),TERESA

Analyst: TPONTILL

Action Date: 12/27/2012

Action Time: 11.48.59.174

Action Data: Yes

Comments RECEIVED DEALER REPORT FROM SM JOEY STICKMAN AT KOONS STERLING FORD.

Data Element Name	Data Value
DATE PAPERWORK REC'D	12-27-2012

Action: COMPANY REPORT SUBMITTED

Dealer: 00031 KOONS STERLING FORD

Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM

Odometer: 10413 MI

Comm Type: OUTBOUND EMAIL-OTHER

Analyst Name: PONTILLO (TPONTILL),TERESA

Analyst: TPONTILL

Action Date: 12/31/2012

Action Time: 09.48.28.200

Action Data: Yes

Comments SUBMITTED MRF POSITION TO BBB VIA FAX AND EMAIL.

Data Element Name	Data Value
CUSTOMER CONTACTED BY FORD	NO
REGION RESPONDED TO DSB E-MAIL (Y/N)	YES

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 00031 KOONS STERLING FORD
Origin Desc: BETTER BUSINESS BUREAU
Odometer: 10413 MI
Comm Type: MAIL
Analyst Name: COSTELLO, MATT
Analyst: M-COSTE3
Action Date: 01/14/2013
Action Time: 16.05.11.470
Action Data: No

Comments HEARING SCHEDULED ON 01/17/13 AT 2:30 P.M.

Action: ARBITRATION-AWA DRS SPENDING
Dealer: 00031 KOONS STERLING FORD
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 10413 MI
Comm Type: OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA
Analyst: TPONTILL
Action Date: 02/01/2013
Action Time: 10.27.56.410
Action Data: Yes

Comments DENIAL DECISION RENDERED BY ARBITRATOR. CASE CLOSED AND FINISHED.

Data Element Name	Data Value
ARBITRATOR NAME (LAST NAME, FIRST NAME)	JOBE, DAWDA
DENIAL DECISION (Y=YES, N=NO)	Y
VEHICLE PAYMENT	
VEHICLE REIMBURSEMENT	
ESP (Y=YES, N=NO)	
PLAN NAME	
PLAN TIME	
PLAN MILEAGE	
RAV (Y=YES, N=NO)	
RAV TYPE	
FURTHER REPAIR (Y=YES, N=NO)	

Action: ARBITRATION DECISION-DENIAL
Dealer: 00031 KOONS STERLING FORD
Origin Desc: BETTER BUSINESS BUREAU
Odometer: 10413 MI
Comm Type: MAIL
Analyst Name: COSTELLO, MATT
Analyst: M-COSTE3
Action Date: 02/01/2013
Action Time: 11.05.08.457
Action Data: No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

GCQIS Report Analysis

Report Summary

Report 1 of 3

Query Name: REPORT RETRIEVAL

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

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Report Detail Section : View Details Attachments: 0

Report# :	CC1DL005 NHL			**Received:**	03/27/2012
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2012,ESCAPE 4X4 (99 - 12) ,4X4 ,XLT ,MPV ,1FMCU9DG6CK[redacted]			**Build Date:**	02/17/2012
Odometer :	13,166 M	**Engine:**	3.0L IVCT	**Calibration:**	AM71F30A
Transmission:	6SP 6F MID	**Axle:**	3.51 RATIO	**A/C:**	YES
Dealer:	USA 00031 Koons Sterling Ford			**Phone#:**	(703) 444-5750
City:	Sterling	**State:**	Virginia	**Country :**	USA

Originator: JOHN BOLLING

Symptom: 5 52 1 39 DRV PERF,STALLS/QUITS,AT IDLE,INTERMITTENT

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: STALLS AT IDLE

Fix: **Causal Component :**

Condition Code:

Hotliner: SFERRET **Phone:** 313 317-9124 **Regn Cd:** N4 Washington

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

Dlr Contact: JOHN BOLLING **Phone:** 000 000-0000 **Title Cde:** SM

KOEO:

KOEC:

KOER:

Comments:

REPAIR 03/27/2012 12:05PM SHAWN FERRET MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:HAS STALLED 3 TIMES, TWICE AT IDLE AND ONCE WHILE MOVING DIAGNOSTICS: NO DTC, HAVE NOT VERIFIED WHILE AT SHOP PARTS REPLACED:NONE TECH QUESTION:WE NEED HELP, CUSTOMER UNHAPPY WITH TRK, ANY IDEAS

RECOMM 03/27/2012 12:05PM SHAWN FERRET MSS - FCSD - TECH SVC HOTLINE
JOHN, IT WILL BE NECESSARY TO DUPLICATE THE CONCERN FOR FURTHER DIAGNOSTICS. IF THE CONCERN CANNOT BE DUPLICATED, INSTALL A VDR TO CAPTURE THE EVENT. MONITOR ETC_ACT AND ETC_DSD DURING THE CONCERN AND IF THEY DIFFER BY MORE THAN 3 DEGREES, REPLACE THE ELECTRONIC THROTTLE BODY. VERIFY THE AIR BOX AND INTAKE TUBES ARE PROPERLY SEALED AND THE FILTER IS OEM, AS AFTERMARKET FILTERS CAN CAUSE ERRATIC MAF READINGS. CHECK THE MAF SENSOR FOR CONTAMINATION AND CLEAN/SWAP IF NECESSARY. INSPECT THE EVAP SYSTEM FOR TRACES OF RAW FUEL AND IF FOUND, BLOW OUT ALL LINES AND REPLACE THE CANISTER. VERIFY THE EVAP PURGE VALVE IS NOT STICKING OPEN AND FLOODING THE INTAKE MANIFOLD. WITH THE VEHICLE RUNNING AND THE PURGE VALVE COMMANDED CLOSED/OFF, THERE SHOULD BE NO VACUUM PRESENT IN THE VAPOR LINE BETWEEN THE CANISTER AND THE PURGE VALVE. MONITOR THE RPM PID AND IF IT CUTS OUT COMPLETELY JUST BEFORE THE STALL, INSPECT THE CKP SENSOR AND TRIGGER WHEEL FOR DAMAGE. MAKE SURE FUEL PRESSURE IS A CONSTANT 55 PSI AND DOES NOT DROP DURING THE STALL.

REPAIR 10/05/2012 12:19PM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE
DESCRIPTION OF VEHICLE CONCERN: CUSTOMER STATES VEHICLE STALLS VERY INTERMITTENTLY AT LOWER SPEEDS WHILE DRIVING DIAGNOSTICS ALREADY COMPLETED: VEHICLE HAS BEEN TO DEALER TWICE FOR THIS, NO DTC STORED AND NOT ABLE TO VERIFY DURING THE TIME VEHICLE IS AT DEALERSHIP, WE

INSTALLED VDR AND CUSTOMER DROVE FOR APPROX TWO WEEKS WITH NO STALL EVENT RECORDED. CUSTOMER WANTS TO TRADE OUT OF VEHICLE AT THIS POINT PARTS REPLACED: NONE TECH'S QUESTION: LOOKING FOR HELP SINCE CANT VERIFY AND NO DTC RECORDED.

RECOMM **10/05/2012 12:19PM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE**
JOHN, IT WILL BE NECESSARY TO DUPLICATE TO BE ABLE TO VERIFY AND OBTAIN DATA FOR DIAG. POSSIBLE CAUSES INCLUDE THE ETB, FUEL CONTROL/PRESSURE, LOSS OF CKP INPUT, LOSS OF PCM FUNCTION DUE TO A POWER/GROUND OR INTERNAL FAULT. TO CHECK ETB OPERATION MONITOR THE PIDS ETC DESIRED AND ACTUAL DURING THE CONCERN. MORE THAN A THREE DEGREE DIFFERENCE INDICATES AN ETB FAULT. WHEN MONITORING THE PIDS INSURE THERE IS NO APPS INPUT OR THE APPS IS IN A STEADY STATE, MORE THAN THREE DEGREES OF VARIATION CAN OCCUR IF THERE IS APPS MOVEMENT AND THE ETB IS IN THE PROCESS OF ADJUSTING. IF FUEL CONTROL CONCERNS ARE IDENTIFIED CHECK FUEL PRESSURE AND FOR A STICKING OPEN EVAP PURGE VALVE (A FUEL CONTAMINATED EVAP CANISTER IF FOUND CAN INDICATE POSSIBLE STICKING).

ESCLHD **10/05/2012 12:19PM CHARLES GAMMON MSS - FCSD - TECH SVC HOTLINE**
NO CUDL ENTRIES.

REPAIR **12/04/2012 04:15PM MATTHEW SCHMIDT MSS - FCSD - TECH SVC HOTLINE**
WEB FORM DATA - CONCERN:INTERMITTENT STALL ON DECEL FROM ABOUT 30 MPH DIAGNOSTICS: CURRENTLY HAVE VDR ATTACHED TO VEHICLE, CUST CAME IN WITH STALL EVENT TODAY NO CODES, CUSTOMER PUSHED BUTTON TOO LATE , VERIFIED STALL BUT NOT ENOUGH DATA STORED BEFORE STALL EVENT TO DETERMINE CAUSE.
NO DTC PRESENT. PARTS REPLACED:REPLACE
THROTTLE BODY FOR THIS CONCERN ON 10-05-12 AT 10413 MILES TECH QUESTION:LOOKING FOR HELP ON INTERMITTENT STALL ON DECEL FROM ABOUT 30 MPH, CUST STATES THAT OFTEN BEFORE STALL EVENT THE RPM INCREASES FOR A SECOND. NO DTC PRESENT ON ANY VISIT FOR THIS.

RECOMM **12/04/2012 04:15PM MATTHEW SCHMIDT MSS - FCSD - TECH SVC HOTLINE**
JOHN, WITHOUT BEING ABLE TO DUPLICATE THE CONCERN AND AN INCONCLUSIVE RECORDING, DIAGNOSTICS WILL BE LIMITED. INSPECT THE EVAP SYSTEM TO

MAKE SURE THERE ARE NO SIGNS OF RAW FUEL. IF IT IS DRY, RECOMMEND INSPECTING THE AIR INLET TO MAKE SURE IT IS SEALING CORRECTLY. ALSO MAKE SURE A STOCK AIR FILTER IS INSTALLED. LEAKS OR AFTERMARKET FILTERS CAN CAUSE TURBULENCE ACROSS THE MAF RESULTING IN THIS CONCERN. ALSO MAKE SURE THE MAF IS NOT CONTAMINATED. IF IT IS CLEAN, RECOMMEND INSPECTING THE WIRING TO THE CKP SENSOR AND MAKE SURE THERE ARE NO PIN FIT ISSUES. IF IT CHECKS GOOD RECOMMEND ALSO INSPECTING THE WIRING TO THE THROTTLE BODY. IF IT CHECKS GOOD, YOU WILL NEED TO GET AN ACCURATE RECORDING OF THE CONCERN FOR FURTHER DIAGNOSTICS.

AUDIT **12/04/2012 04:15PM MATTHEW SCHMIDT MSS - FCSD - TECH SVC HOTLINE**

ODOMETER 432 M CHANGED TO 13166 M BY MSCHMI56

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Requester: MVALLA

Report Summary

Server: FCWS686

Ford Proprietary, Private

23-May-2013

Retention: None

GCQIS Report Analysis

Report Summary

Report 2 of 3

Query Name: REPORT RETRIEVAL

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

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Report Detail Section : View Details Attachments: 12

Report# :	CEQEW017 NHL			**Received:**	05/17/2012
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2012,ESCAPE 4X4 (99 - 12) ,4X4 ,XLT ,MPV ,1FMCU9DG6CK[redacted]			**Build Date:**	02/17/2012
Odometer :	1,021 M	**Engine:**	3.0L IVCT	**Calibration:**	AM71F30A
Transmission:	6SP 6F MID	**Axle:**	3.51 RATIO	**A/C:**	YES
Dealer:	USA 00031 Koons Sterling Ford			**Phone#:**	(703) 444-5750
City:	Sterling	**State:**	Virginia	**Country :**	USA

Originator: JOHN BOLLING

Symptom: 3 33 3 42 FT/FN/BD,EXTERIOR TRIM ,GRILLE,LOOSE/ATTACH

Status:

VFG: V75 EXTERIOR TRIM & BUMPER FUNCT

Additional Symptom: FRONT BUMPER COVER LOOSE

Fix: **Causal Component :**

Condition Code:

Hotliner: ASANDS5 **Phone:** 000 317-9350 **Regn Cd:** N4 Washington

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

Dlr Contact: JOHN BOLLING **Phone:** 000 000-0000 **Title Cde:** SM

KOEO:

KOEC:

KOER:

Comments:

REPAIR 05/17/2012 03:08PM ADAM SANDS MSS - FCSD - TECH SVC HOTLINE
DATA FROM PRIOR APPROVAL REQUEST FORM: PLEASE DESCRIBE CUSTOMERS CONCERN.FRT BUMPER COVER WILL POP LOOSE AT THE TOP WHEN YOU HIT A BUMP, WE HAVE POPPED THIS BACK INTO PLACE TWICE,FEELS SECURE BUT POPS LOOSE ON THE SLIGHTEST BUMP WHAT IS THE INTENDED REPAIR, LIST ALL COMPONENTS NEEDED FOR REPAIR?REPLACE THE CENTER BUMPER COVER PROVIDE ANY ADDITIONAL DETAILS NECESSARY.
PLEASE INCLUDE ANY AVAILABLE
TECHNICAL INFORMATION THAT YOU BELIEVE WILL HELP
PROCESS YOUR
PRIOR APPROVAL REQUEST.VERIFED ON ROAD TEST THAT COVER WILL NOT STAY IN PLACEIT FEELS SECURE WHEN YOU ENGAGE THE CLIPS BUT WILL NOT STAY
ATTACHED REPAIR ESTIMATE - LABOR: REPAIR ESTIMATE -
TOTAL: VEHICLE/COMPONENT ABUSE: MODIFICATIONS: LACK OF MAINTENANCE: RO#: 59798RO DATE:2012-05-17WARRANTY TYPE:NEW VEHICLE WARRANTY SPW MILEAGE: SPW INSTALL DATE:

RECOMM 05/17/2012 03:08PM ADAM SANDS MSS - FCSD - TECH SVC HOTLINE
JOHN, YOU'RE APPROVED TO REPLACE THE LOWER GRILLE MOLDING (8419). THE IMAGS PROVIDED SHOW THE MOLDING IS COMING LOOSE AND WILL NOT STAY SECURE WHILE DRIVING. THERE DOES NOT APPEAR TO BE ANY DAMAGE PRESENT THAT WOULD CAUSE THE COMPONENT TO KEEP COMING LOOSE. PLEASE NOTE LOWER GRILLE MOLDING (8419) IS AVAILABLE SEPARATELY FRONT BUMPER COVER (17D957). DIPA APPROVED APPROVAL CODE: PAAFT

REPAIR 07/11/2012 07:41AM GREG SHIMSHOCK MSS - FCSD - TECH SVC HOTLINE
DATA FROM PRIOR APPROVAL REQUEST FORM: PLEASE DESCRIBE CUSTOMERS CONCERN.BUMPER COVER FELL OFF WHILE DRIVING, SHE STOPPED AND PICKED IT UP WHAT IS THE INTENDED REPAIR, LIST ALL COMPONENTS NEEDED FOR

REPAIR?REPLACE BUMPER COVER PROVIDE ANY ADDITIONAL DETAILS NECESSARY.

PLEASE INCLUDE ANY AVAILABLE TECHNICAL INFORMATION THAT YOU
BELIEVE WILL HELP
PROCESS YOUR PRIOR APPROVAL REQUEST.NOTE THERE
IS NO SIGN OF IMPACT DAMAGE TO THIS PART ONLY ROAD RASH FROM BEING RUN
OVER WHEN IT FELL OFF. REPAIR ESTIMATE - LABOR: REPAIR ESTIMATE -
TOTAL: VEHICLE/COMPONENT ABUSE: MODIFICATIONS: LACK OF
MAINTENANCE: RO#: 63079RO DATE:2012-07-10WARRANTY TYPE:NEW VEHICLE
WARRANTY SPW MILEAGE: SPW INSTALL DATE:

RECOMM 07/11/2012 07:41AM GREG SHIMSHOCK MSS - FCSD - TECH SVC HOTLINE

JOHN,
THE WARRANTY HISTORY INDICATES THAT THE COMPONENT REQUESTED
WAS REPLACED WITHIN THE LAST 12 MONTHS/12000 MILES AND THEREFORE
QUALIFIES FOR REPAIR UNDER SERVICE PART WARRANTY. THIS REPAIR IS
EXEMPT FROM INTERIOR/EXTERIOR PRIOR APPROVAL REQUIREMENTS. DIPA PRIOR
APPROVAL NOT NECESSARY

REPAIR 07/13/2012 03:53PM JOSEPH FREDERICK MSS - FCSD - TECH SVC HOTLINE

OK I UNDERSTAND ABOUT SERVICE PART SUBMISSION, NEW QUESTION THE
ORIGINAL PART CAME IN ALREADY PAINTED THE CORRECT COLOR, CUSTOMER CAME
IN TO TODAY TO HAVE PART INSTALLED AND THE PART IS BLACK METALLIC,THE
VEHICLE IS SOLID BLACK PAINT CODE UA PARTS SAYS THAT IS HOW THEY ALL
COME NOW DO I NEED APPROVAL TO PAINT TRIM PART TO MARCH VEHICLE ?

RECOMM 07/13/2012 03:53PM JOSEPH FREDERICK MSS - FCSD - TECH SVC HOTLINE

JOHN,
PAINT TO MATCH SHOULD BE CLAIMED ON SPW RO. PLEASE BE
SURE TO PUT THE PAINT PROCEDURES ON THE SAME RO AND LINE AS THE PARTS.
PRIOR APPROVAL IS NOT NECESSARY FOR THIS PAINT TO MATCH REPAIR. DIPA
PRIOR APPROVAL NOT NECESSARY

ESCLHD 07/13/2012 03:53PM JOSEPH FREDERICK MSS - FCSD - TECH SVC HOTLINE

CONSULTED WITH GARY BUSH

REPAIR 08/09/2012 10:34AM GEORGE STAVROPOULUS MSS - FCSD - TECH SVC HOTLINE

WE SUBMITTED TO ACES FOR PAYMENT AND CLAIM KEEPS GETTING REJECTED FOR

NO PRIOR APPROVAL, CAN YOU GIVE APPROVASL CODE SO CLAIM WILL PAY PLEASE.

RECOMM **08/09/2012 10:34AM GEORGE STAVROPOULUS MSS - FCSD - TECH SVC HOTLINE**
THE FORD TECHNICAL HOTLINE HAS REVIEWED YOUR REQUEST AND HAS DETERMINED THAT IT IS NECESSARY TO DISCUSS THIS MATTER VERBALLY OVER THE TELEPHONE. YOU WILL BE CONTACTED SHORTLY BY A FORD TECHNICAL HOTLINE REPRESENTATIVE. DIPA PRIOR APPROVAL NOT NECESSARY

REPAIR **08/09/2012 11:01AM GEORGE STAVROPOULUS MSS - FCSD - TECH SVC HOTLINE**
OUTBOUND CALL MADE TO JOHN BOWLING TO CLARIFY WHY CLAIM WAS REJECTING

RECOMM **08/09/2012 11:01AM GEORGE STAVROPOULUS MSS - FCSD - TECH SVC HOTLINE**
JOHN,
UPON RESEARCH OF CLAIM SUBMISSION TO FORD FOR PAYMENT, IT SHOWS CLAIM WAS SUBMITTED AS A REGULAR WARRANTY CLAIM AND NOT A SERVICE PART WARRANTY REQUEST. PROGRAM CODE SHOULD BE SPW WHEN SUBMITTING FOR SERVICE PART WARRANTY CLAIMS

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Report Number: CEQEW017 Print Exit **Total Number of Images :** 12 **Number of Images Per Page:** 5

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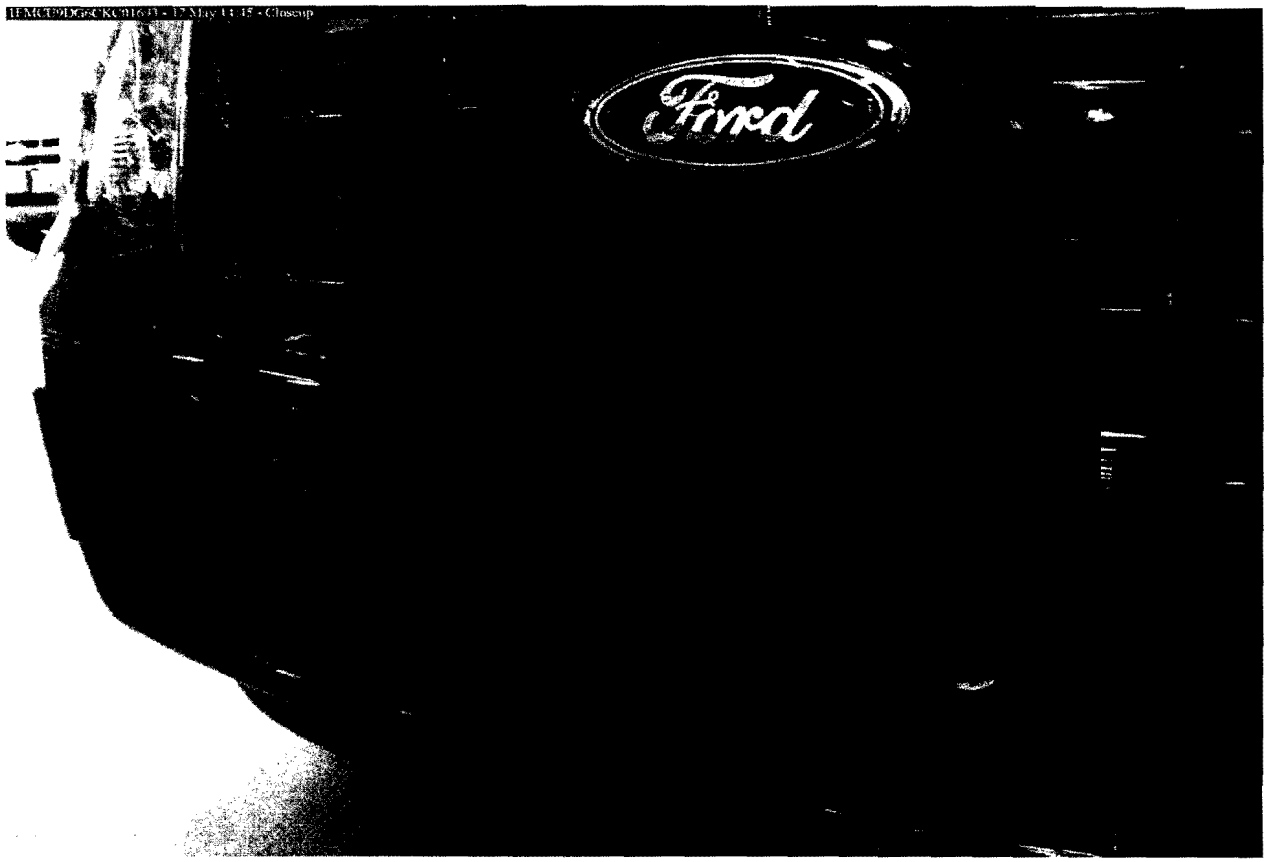

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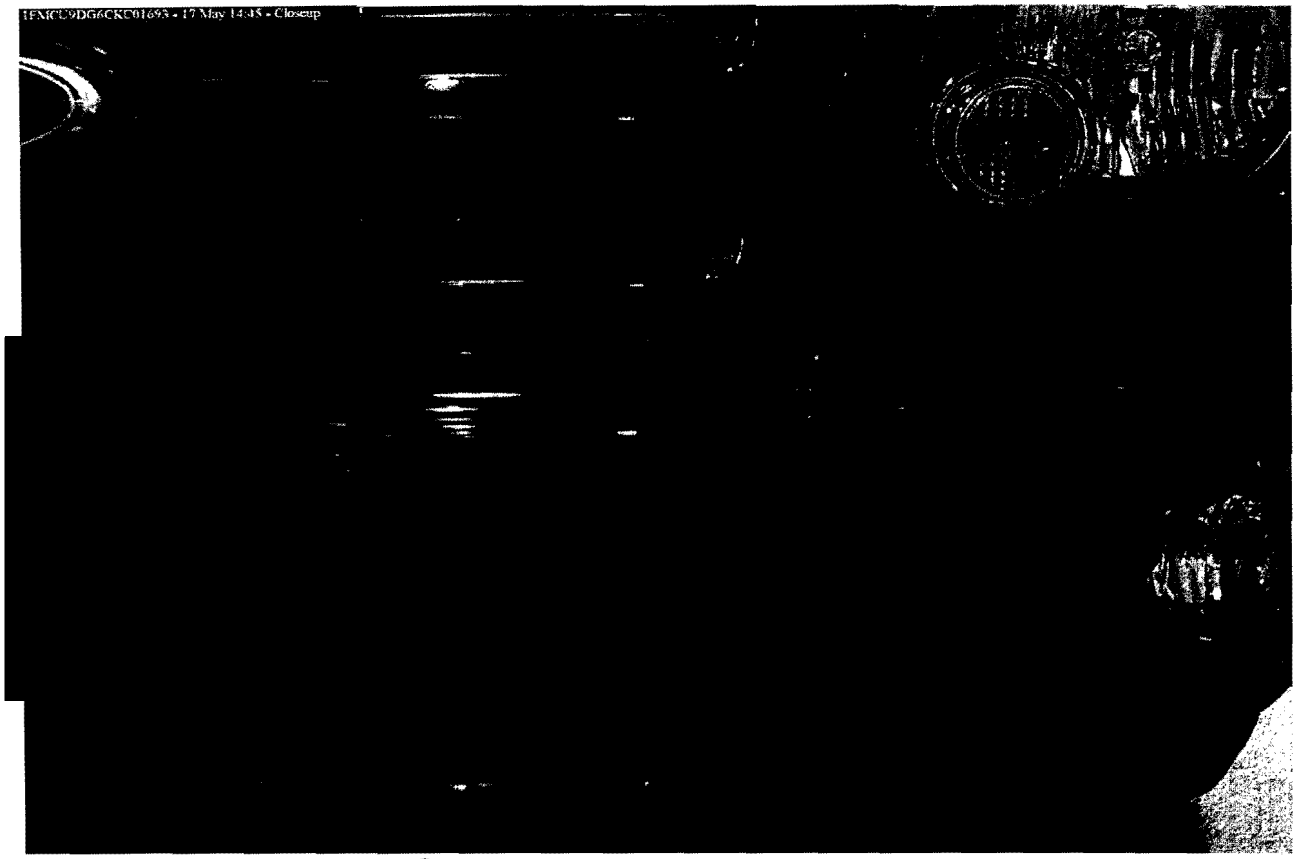


○ **Attachment Id :** 4396877 Top

○ **Attachment Id :** 4396876 Top

○ **Attachment Id :** 4396875 Top

○ **Attachment Id :** 4396874 Top

Requester: MVALLA 23-May-2013

Ford Proprietary, Private

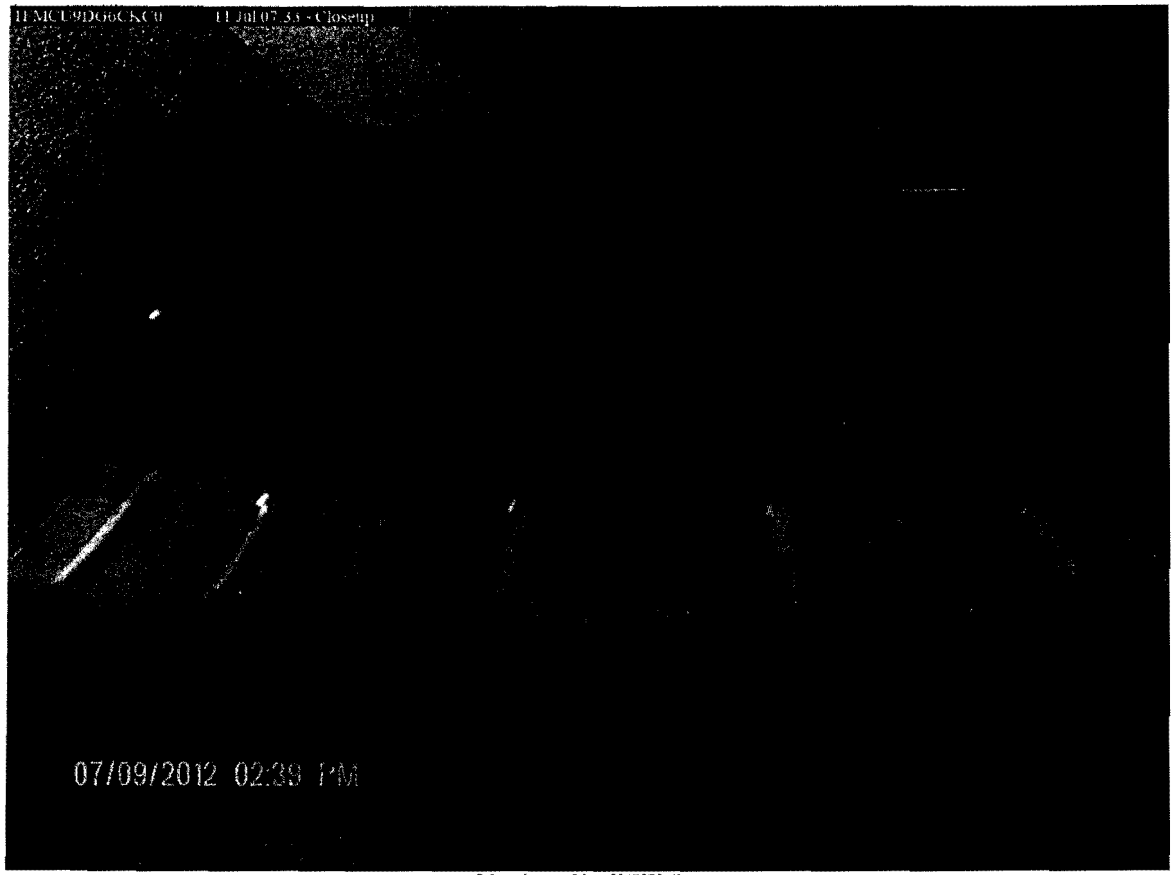
Report Number: CEQEW017 Print Exit Total Number of Images :12 Number of Images Per Page:5

PE13-003.4 000812LC

1FMCU9DG6CKC[redacted] - 17 May 14:44 - Overall

Attachment Id : 4396873 Top

Attachment Id : 4396872 Top



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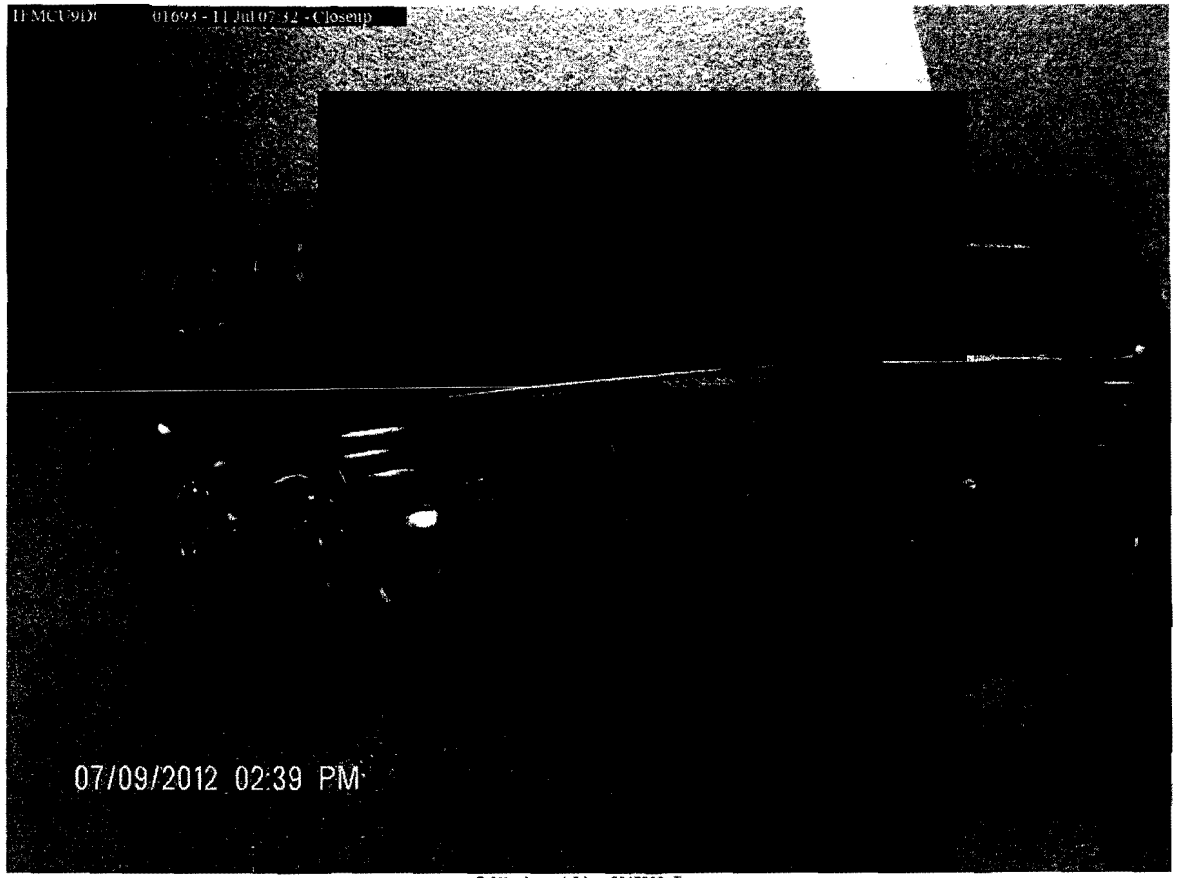

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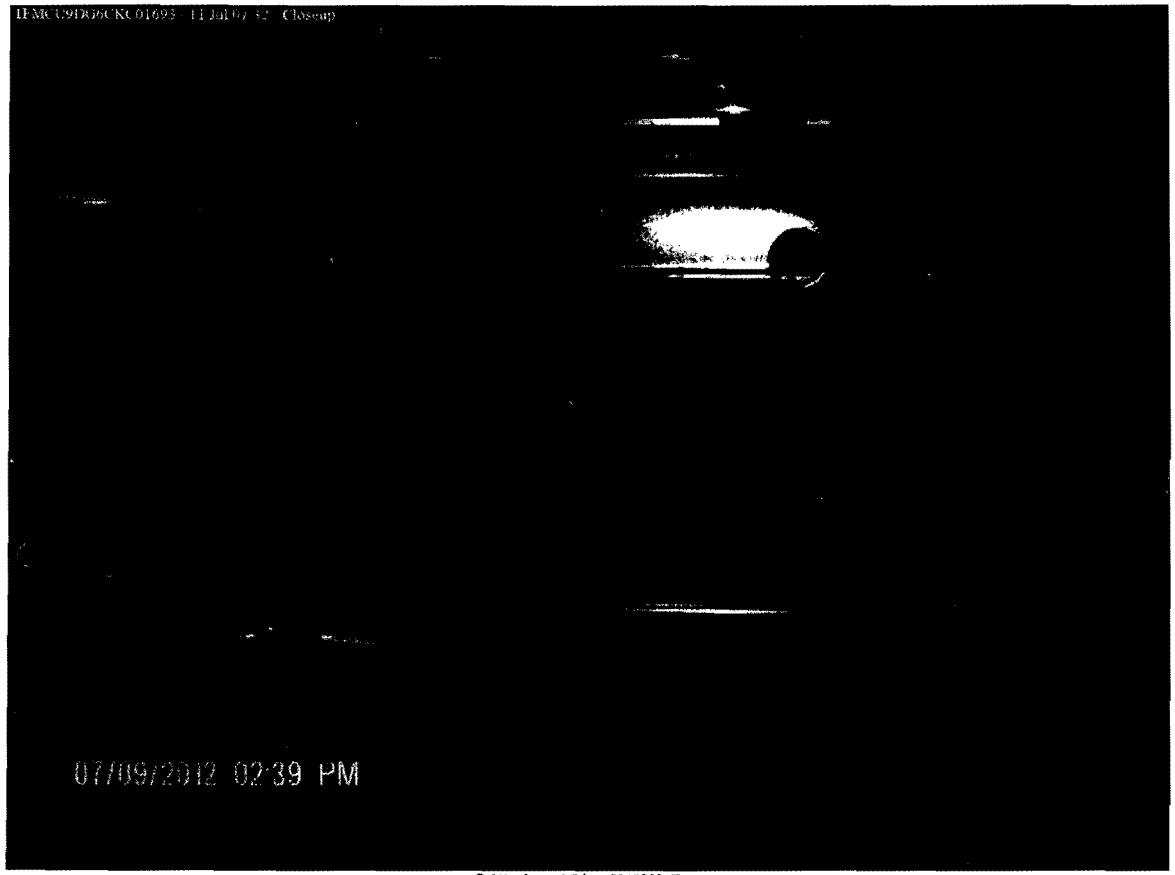

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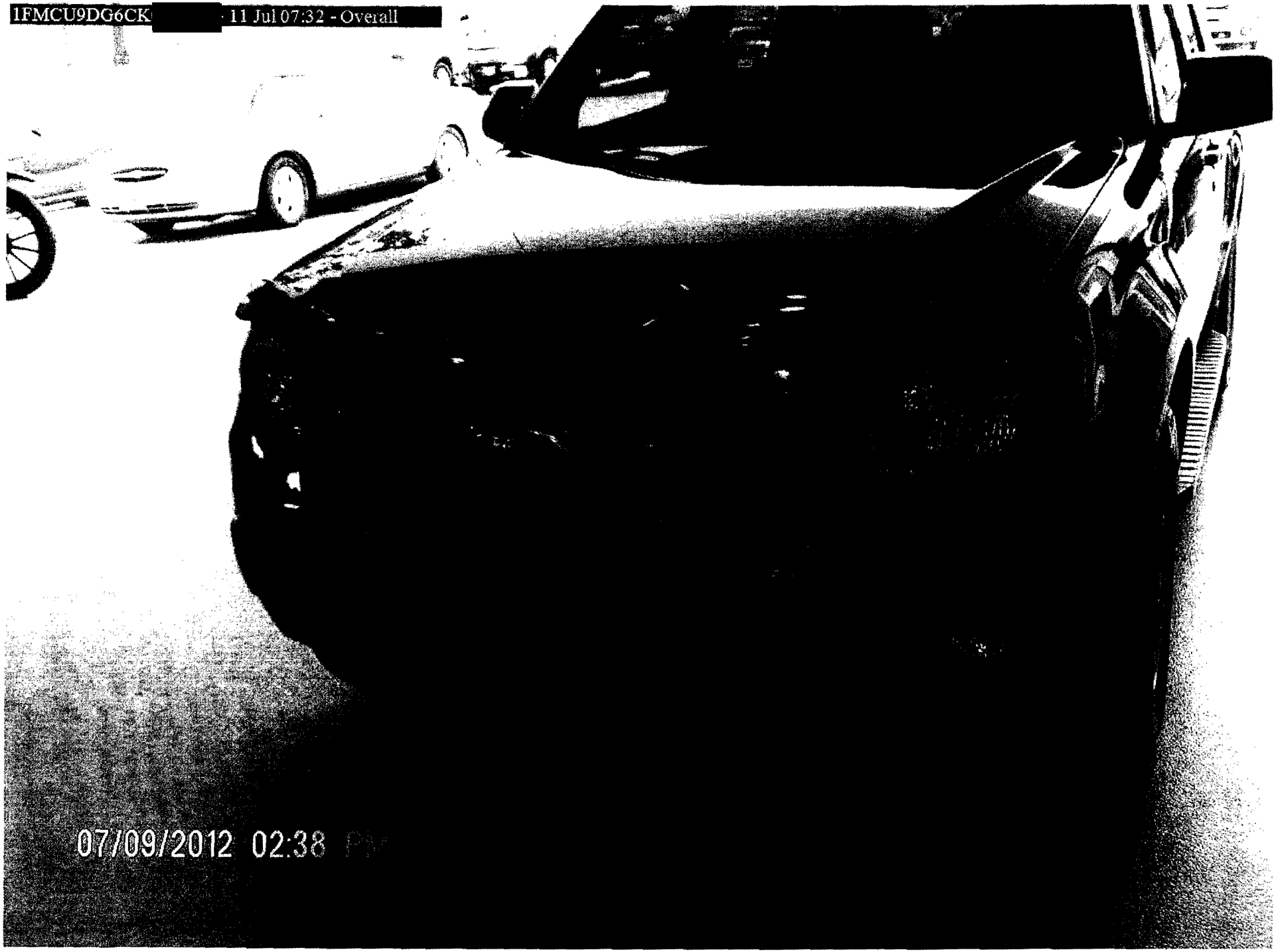
PE13-003.4 000817LC

Report Number: CEQEW017 Print Exit **Total Number of Images :** 12 **Number of Images Per Page:** 5



Attachment Id : 3947267 Top

Attachment Id : 3947266 Top

GCQIS Report Analysis

Report Summary

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Query Name: REPORT RETRIEVAL

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Report Detail Section : View Details Attachments: 4

Report# :	CGMAN019 NHL			**Received:**	07/13/2012
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2012,ESCAPE 4X4 (99 - 12) ,4X4 ,XLT ,MPV ,1FMCU9DG6CK[redacted]			**Build Date:**	02/17/2012
Odometer :	6,449 M	**Engine:**	3.0L IVCT	**Calibration:**	AM71F30A
Transmission:	6SP 6F MID	**Axle:**	3.51 RATIO	**A/C:**	YES
Dealer:	USA 00031 Koons Sterling Ford			**Phone#:**	(703) 444-5750
City:	Sterling	**State:**	Virginia	**Country :**	USA

Originator: JOHN BOLLING

Symptom: 3 32 G 58 FT/FN/BD,INTERIOR TRIM ,SUNVISOR,POOR FIT

Status:

VFG: V74 HARD TRIM/SOFT TRIM/OVERHEAD S

Additional Symptom: SUN VISOR

Fix: **Causal Component :**

Condition Code:

Hotliner: SFOGLIA **Phone:** 000 317-7068 **Regn Cd:** N4 Washington

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

Dlr Contact: JOHN BOLLING **Phone:** 000 000-0000 **Title Cde:** SM

KOEO:
KOEC:
KOER:

Comments:

REPAIR 07/13/2012 02:43PM SALVATORE FOGLIA MSS - FCSD - TECH SVC HOTLINE
DATA FROM PRIOR APPROVAL REQUEST FORM: PLEASE DESCRIBE CUSTOMERS CONCERN.LEFT VISOR MIRROR LID WONT CLOSE WHAT IS THE INTENDED REPAIR, LIST ALL COMPONENTS NEEDED FOR REPAIR?REPLASCE VISOR PROVIDE ANY ADDITIONAL DETAILS NECESSARY.
PLEASE INCLUDE ANY AVAILABLE
TECHNICAL INFORMATION THAT YOU BELIEVE WILL HELP
PROCESS YOUR
PRIOR APPROVAL REQUEST.FEELS SPRING WHEN YOU TRY TO CLOSE IT REPAIR ESTIMATE - LABOR: REPAIR ESTIMATE - TOTAL: VEHICLE/COMPONENT ABUSE: MODIFICATIONS: LACK OF MAINTENANCE: RO#: 63293RO DATE:2012-07-13WARRANTY TYPE:NEW VEHICLE WARRANTY SPW MILEAGE: SPW INSTALL DATE:

RECOMM 07/13/2012 02:43PM SALVATORE FOGLIA MSS - FCSD - TECH SVC HOTLINE
JOHN, THANK YOU FOR YOUR SUBMISSION FROM IMAGES PROVIDED SHOW SUN VISOR IS ELIGIBLE FOR WARRANTY REPLACEMENT. DEALER IS APPROVED TO REPLACE BASE PART NUMBER 04105 SUN VISOR ASSY LEFT FOR COVER WILL NOT CLOSE PROPERLY. DIPA APPROVED APPROVAL CODE: PAAXX

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Report Number: CGMAN019 Print Exit **Total Number of Images :**4 **Number of Images Per Page:**5

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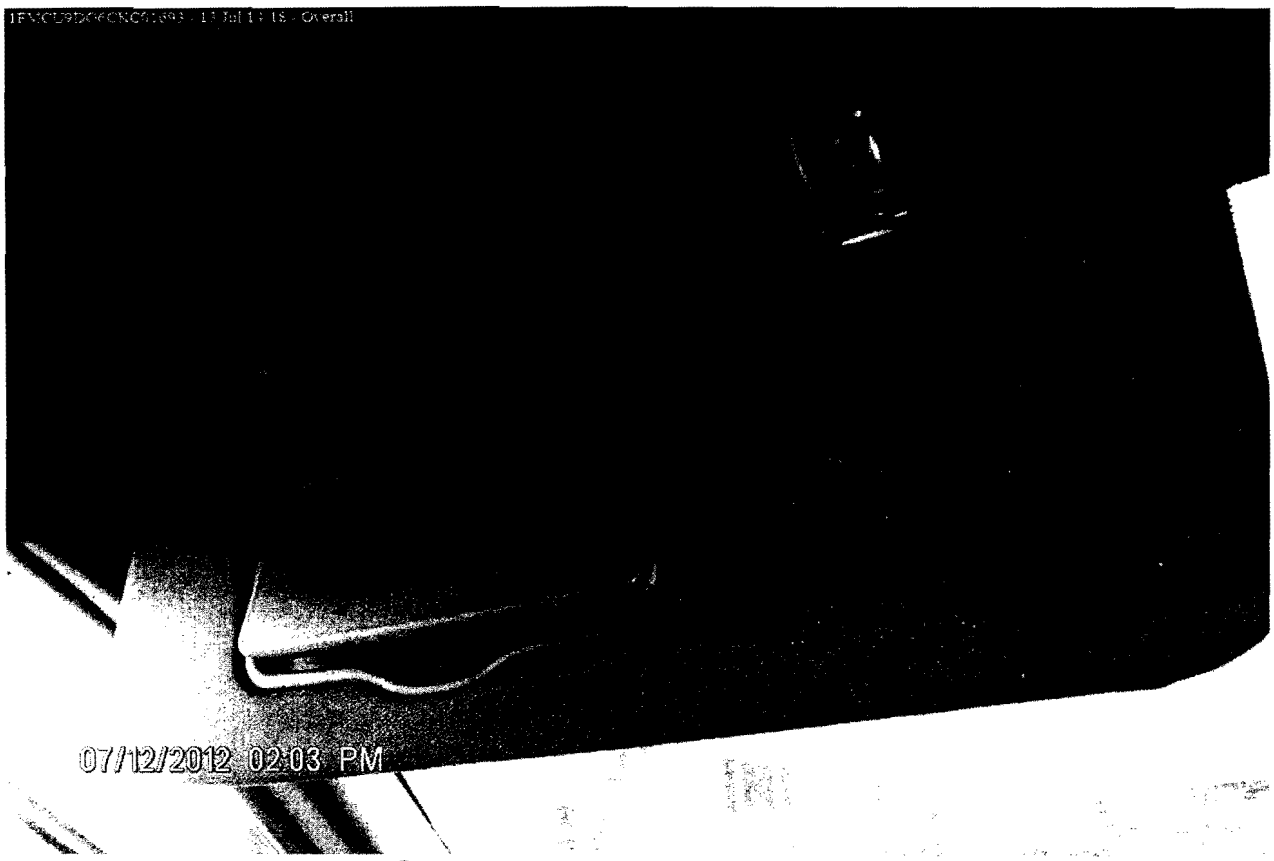

Attachment Id : 3960362 Top

Attachment Id : 3960361 Top

Attachment Id : 3960360 Top

Attachment Id : 3960359 Top

Requester: MVALLA
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Server: ECCWS686

Ford Proprietary, Private

23-May-2013
Retention: None

BBB AUTO LINE

February 15, 2013

TERESA PONTILLO
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1234434[redacted] vs Ford Motor Corporation 1FMCU9DG6CK[redacted]

Dear Madam/Sir:

The above referenced customer has failed to return the *Acceptance/Rejection of Decision Form* within the specified time and rejection is assumed.

If you have any questions, please call me at 800.334.2406, or consult your weekly manufacturer's report.

Sincerely,

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

ACCEPTANCE OR REJECTION OF DECISION

Date: 02/01/13

Case Number: FRD1234434

Customer: [redacted]

State: VA

Business: Ford Motor Company

Mfr-Info: 6700 VA 1FMCU9DG6CK[redacted]

Enclosed is the Arbitration decision in your case. We hope you have found the efforts of our staff and the volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision.

COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY

Note: If this form is not received at the CBBB office within 14 days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at 703.247.9700. We suggest you call your case specialist to confirm receipt.

Please check one of the following.

_____ I ACCEPT THE ARBITRATION DECISION. I understand this means:

* the business will be legally bound to abide by this decision; and,
* I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform according to the Arbitrator's decision or unless otherwise provided by state or federal law.

_____ I REJECT THE ARBITRATION DECISION. I understand this means:

* I may pursue other legal remedies under state or federal law;
* depending on federal or state law, the decision may be introduced as evidence by me or the business in any civil court action relating to any matter considered in this arbitration hearing;
* the business will not be obligated to perform any part of the decision; and,
* this will end Better Business Bureau involvement in my case.

Signature(s) of Titled Owner(s): _____

Date: _____

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

BBB AUTO LINE

February 1, 2013

TERESA PONTILLO
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1234434 [redacted] vs Ford Motor Corporation 1FMCU9DG6CK [redacted]

Dear Madam/Sir:

Enclosed is the arbitrator's *Decision* and *Reasons for Decision* for your case.

The customer has been sent an *Acceptance/Rejection Form* and has 14 days to return the form to the BBB AUTO LINE. For good cause the BBB AUTO LINE may extend this time frame. We will notify you as soon as we know whether the customer has accepted or rejected the *Decision*.

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.334.2406.

Sincerely,

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

[redacted]
CHICAGO IL [redacted]

Re: FRD1234434[redacted] vs Ford Motor Corporation 1FMCU9DG6CK[redacted]

Dear [redacted] C/O [redacted]

Enclosed is the arbitrator's *Decision* and *Reasons for Decision* for your case.

We have also enclosed an *Acceptance/Rejection Form* that must be used to accept or reject the decision. Please complete the form and return it to us so that we receive it in our office **within** __14__ **days** from the date of this letter. We recommend that you call to confirm receipt of this form a few days after you send it to us.

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

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

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

Sincerely,

Edith Newton at Extension 512

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

ACCEPTANCE OR REJECTION OF DECISION

Date: 02/01/13

Case Number: FRD1234434

Customer: [redacted]

State: VA

Business: Ford Motor Company

Mfr-Info: 6700 VA 1FMCU9DG6CK[redacted]

Enclosed is the Arbitration decision in your case. We hope you have found the efforts of our staff and the volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision.

COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY

Note: If this form is not received at the CBBB office within 14days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at 703.247.9700. We suggest you call your case specialist to confirm receipt.

Please check one of the following.

_____ I ACCEPT THE ARBITRATION DECISION. I understand this means:

* the business will be legally bound to abide by this decision; and,
* I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform according to the Arbitrator's decision or unless otherwise provided by state or federal law.

_____ I REJECT THE ARBITRATION DECISION. I understand this means:

* I may pursue other legal remedies under state or federal law;
* depending on federal or state law, the decision may be introduced as evidence by me or the business in any civil court action relating to any matter considered in this arbitration hearing;
* the business will not be obligated to perform any part of the decision; and,
* this will end Better Business Bureau involvement in my case.

Signature(s) of Titled Owner(s): _____

Date: _____

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

Denial Decision

Submitted Date: 01/31/13
FRD1234434
VIN: 1FMCU9DG6CK[redacted]
Customer: [redacted] - Hearing Date: 01/17/13
Arbitrator: Dawda S Jobe

Question 1

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

Denial

CASE: FRD1234434
Arbitrator: Dawda S Jobe

Customer: [redacted]
Date: 01/31/13

Reasons for Decision

Submitted Date: 01/31/13
FRD1234434
VIN: 1FMCU9DG6CK[redacted]
Customer: [redacted] - Hearing Date: 01/17/13
Arbitrator: Dawda S Jobe

Question 1

Please state your decision and then explain why it is a fair resolution of this dispute. (If relevant, explain how lemon law standards apply to the facts in this case)

Denial is the decision in this case.

1. Body Trim
Consumer provided dates of repair but there is no repair order. Repairs were made on 5/25/12 for one day and 7/11/12 for one day.

2. Electrical. Same as issue 3.

3. Engine/Electrical. Consumer states that vehicle stalls intermittently. According to evidence tendered by consumer, repairs were made on 10/02/12 for one day and 10/05/12-10/10/12 for six days.

4. Engine. Same as issue 3.

Under the program summary, claims must be based on a defect in the vehicle's factory-supplied material or workmanship and was reported within 18 months or 18000 miles, whichever occurs first after the vehicle's warranty start date.
The consumer timely filed the claim for arbitration.

However, the following must also occur. (1) The same defect must be subject to four or more repairs and continues to exist and (2) the vehicle was out of service for 30 days or more cumulative calendar days for repairs to any defect.

In this case, the same defect has not been repaired four or more times based on Repair Orders provided by consumer. The vehicle has also been out for eleven days for repairs and has not met the standard of thirty days required.
Therefore, a denial is a fair resolution in this case.

Question 2

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

N/A

Question 3

Statistical Information:
Attorney fees are denied as it is outside the scope of this arbitration.
We are required to track specific statistical information. If a repurchase/replacement is awarded under the lemon law please indicate:

a **Cumulative number of days the vehicle was out of service for all problems:**
11

b **Was final notice given to the manufacturer (YES, NO or N/A)?**
N/A

BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Virginia

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

AGE/MILEAGE REQUIREMENTS

Claims seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

ELIGIBLE VEHICLES

Claims may be filed for Ford, Lincoln, and Mercury cars and light trucks that are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;

PE13-003.4 000835LC

- Currently registered in Virginia; and
- Purchased or leased in the United States and normally operated in the United States.

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

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

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

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

REPAIRS/REIMBURSEMENT FOR REPAIRS

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

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

REPURCHASE/REPLACEMENT

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

- The defect (s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and

- Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and

- The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

PE13-003.4 000836LC

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

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

  If the vehicle being repurchased is covered by a Ford Extended Service Plan that the customer purchased, that plan will be cancelled and its pro-rated cost refunded. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan. Ford will refund the portion of the service contract price that is not refunded by the issuer.

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

- **Replacement of a vehicle purchased or leased new** – The customer will select a new vehicle from dealer inventory that is from the same model year as, and substantially identical to, the vehicle being replaced (not including any modifications or additions after the vehicle's purchase or lease).

  If the customer selects a vehicle that has different equipment options, the customer will incur the cost of upgraded equipment.

  If a replacement vehicle of the same vehicle model or from the same model year as the current vehicle is not available, the customer may select a different model or model year vehicle but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the vehicle being replaced and the M.S.R.P. of the new replacement vehicle.

  If the vehicle being replaced is covered by a Ford Extended Service Plan that the customer purchased, Ford will provide the customer with the most nearly equivalent Ford Extended Service Plan available for the replacement vehicle at no cost to the customer. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

PE13-003.4 000837LC

Important: Replacement is not an available remedy if the current vehicle was purchased used.

Deductions/Exclusions from a Repurchase or Replacement Award

- If the arbitrator awards a **replacement**, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100{,}000} \times \text{purchase price}$$

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

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100{,}000} \times \text{purchase price}$$

- The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- The award will not include any trade-in over-allowance or debt from a previous transaction.
- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

PE13-003.4 000838LC

CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- Claims involving a vehicle no longer owned or leased by the customer.
- Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  (1) maintenance and wear items not covered by the Warranty;
  (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford Motor Co.
- Claims involving vehicles with a non-U.S. warranty, or salvaged, "total loss" or similarly branded titled vehicles.
- Claims alleging that an airbag failed to deploy or deployed when it should not have.
- Claims covered by insurance or by warranties of other manufacturers.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Allegations of fraud.
- Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- Claims that are the subject of a law suit or state administrative action against Ford.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

PE13-003.4 000839LC

BBB AUTO LINE

January 14, 2013

TERESA PONTILLO
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1234434 [redacted] vs Ford Motor Corporation 1FMCU9DG6CK[redacted]

Dear Madam/Sir:

Enclosed are:

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

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

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

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

Sincerely,

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

January 14, 2013

[redacted]
CHICAGO IL [redacted]

Re: FRD1234434[redacted] vs Ford Motor Corporation 1FMCU9DG6CK[redacted]

Dear [redacted]

Enclosed are:

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Sincerely,

Edith Newton at Extension 512

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

BBB AUTO LINE

Record of Arbitration Hearing
(To Be Completed by Arbitrator)

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

Case No: FRD1234434 Date of Hearing: 01/17/13

Consumer and Attorney (if any): [redacted]

Company and Representative Name: Ford Motor Company

Arbitrator(s): _____

Hearing Location/Address: _____

1. Type of Hearing

Consumer:		Company:	
❒	In Person	❒	In Person
❒	Written	❒	Written
❒	Telephone	❒	Telephone

2. Consumer and Witnesses — *Summary of Relevant and Material Testimony of the consumer and any witnesses*

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

3. Witnesses for Company

Name of Witness	*Summary of Relevant and Material Testimony*
_____	_____
	_____
_____	_____
	_____
_____	_____
	_____

4. Impartial technical expert or other witnesses

Name of Witness	*Summary of Relevant and Material Testimony*
_____	_____
	_____
_____	_____
	_____
_____	_____
	_____

5. **PLEASE ATTACH ALL DOCUMENTARY EVIDENCE INTRODUCED AT THE HEARING.**

Record filled out by: _____

(Signature)

_____

(Printed Name)

_____

(Date)

BBB AUTO LINE

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

Date: 01/14/13

Case Number: FRD1234434
Customer: [redacted],

Manufacturer: Ford Motor Company
Mfr Info: 6700 VA 1FMCU9DG6CK[redacted]

Arbitrators: Mr Dawda S Jobe

Inspection Date, Time, Place: 01/17/13 2:30 p.m. EST
BBB serving Metro Washington DC & Eastern Pennsylvania
1411 K St. NW, 10th Floor
Washington, DC200053404

Hearing Site Phone: (202) 393-8015

AUTOLINE Director Phone: (202) 783-1356 Fax : (202) 393-1198

INSTRUCTIONS

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

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

[redacted]

Inspection Report

FRD1234434

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

Manufacturer: _____

Arbitrator's Name: _____ Date of Inspection: ___/___/___

Location of Inspection: _____

Vehicle Information: Make: _____ Model: _____

Year: _____ Mileage: _____ VIN: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

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

Conditions or Components Inspected:

_____

_____

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

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

_____

_____

Exterior

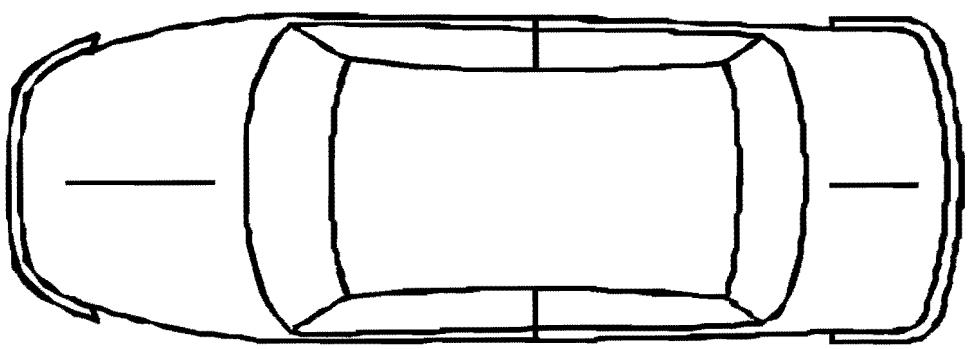
Overall condition of the vehicle's exterior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

_____

_____

Please indicate damage below:



Interior

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

What damage is beyond normal wear and tear?

_____

_____

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

ARBITRATOR SELECTION LIST

Customer: [redacted]

Case Number: FRD1234434

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

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

Arbitrator Information

Arbitrator's Name: Dawda Jobe

Arbitrator's Occupation:
telecommunicator/litigation

Arbitrator's Biography:
Mr. Dawda Sagarr Jobe was born in Gambia, located on the west coast of Africa. he has an LLB (JD) from England and a LLM (Masters of Law) in International Trade from the U.S. He currently works in the securities regulatory industry.

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

ARBITRATOR SELECTION LIST

Customer: [redacted],

Case Number: FRD1234434

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Arbitrator's Occupation:
telecommunicator/litigation

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BBB AUTO LINE

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

Date: 01/14/13

Case Number: FRD1234434
Customer: [redacted]

Manufacturer: Ford Motor Company
Mfr Info: 6700 VA 1FMCU9DG6CK[redacted]

Arbitrators: Mr Dawda S Jobe

Inspection Date, Time, Place: 01/17/13 2:30 p.m. EST
BBB serving Metro Washington DC & Eastern Pennsylvania
1411 K St. NW, 10th Floor
Washington, DC200053404

Hearing Site Phone: (202) 393-8015

AUTOLINE Director Phone: (202) 783-1356 Fax : (202) 393-1198

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3. If the vehicle is inoperable, please contact your Dispute Resolution Case Specialist immediately.
4. Refer to *How BBB AUTO LINE Works* for more detailed information on the inspection process.

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

BBB AUTO LINE

January 14, 2013

TERESA PONTILLO
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1234434[redacted] vs Ford Motor Corporation 1FMCU9DG6CK[redacted]

Dear Madam/Sir:

Enclosed are:

* *Notice of Inspection*
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* Map to the hearing site

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

Sincerely,

Edith Newton at Extension 512

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

BBB AUTO LINE

January 14, 2013

[redacted]
CHICAGO IL [redacted]

Re: FRD1234434[redacted] vs Ford Motor Corporation 1FMCU9DG6CK[redacted]

Dear [redacted] C/O [redacted]

Enclosed are:

* *Notice of Inspection*
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Sincerely,

Edith Newton at Extension 512

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

BBB AUTO LINE

December 31, 2012

[redacted]
CHICAGO IL [redacted]

Re: FRD1234434 [redacted] vs Ford Motor Corporation 1FMCU9DG6CK[redacted]

Dear [redacted]

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

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

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

Sincerely,

Edith Newton at Extension 512

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

MANUFACTURER RESPONSE FORM

Will participate - In Writing ☒ By Phone ☐

Case Number: FRD1234434
Customer Name: [redacted]
VIN: 1FMCU9DG6CK[redacted]
Vehicle year/model: 2012 Escape
Current mileage: 10,413

State: Virginia
Warranty Start Date: 03/11/12

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

SETTLEMENT INFORMATION

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

Please indicate the customer's response below:

☐ The customer rejected the offer on ____/___/____

☐ The customer has not indicated a response to the offer.

The Customer Claim Form (CCF) lists the following concerns:

- **Body/trim**
- **Electrical**
- **Engine/electrical**
- **Engine**

MANUFACTURER'S POSITION:

Ford Motor Company respectfully recommends that the customer's request for a repurchase, plus attorney fees, be denied. It is Ford's position that this vehicle has not received a substantial number of repairs for a single non-conformity, nor has the unit been out of service for an extended amount of time. The issues listed on the Agreement to Arbitrate have not *substantially* impaired the safety, value, and/or use of the vehicle, and therefore, Ford feels it does not meet presumption of the Virginia State Program Summary guidelines for a repurchase award. Furthermore, it is beyond the scope and jurisdiction of the BBB Auto Line Program to include attorney fees in any rendered decision.

As reflected in the attached warranty history and the consumer's submitted document, this vehicle has not received four or more repair attempts towards a non-conformity, that still continues to exist, nor has the vehicle been out of service for 30 or more days. We find this vehicle's repair history does not warrant a repurchase. We are respectfully seeking a denial in response to the consumer's request.

DOCUMENTATION PROVIDED

- ☐ Technical Service Bulletins
- ☐ Recall Notices
- ☐ Ford Field Service Engineer Report
- ☐ Dealer Report
- ☒ Other: Standard Claims List (Warranty History) & Consumer's document

List amount of any over allowance /negative equity: $ N/A

To: Edith Newton

BBB AUTO LINE

Fax: 703.247.9700

Completed by: Teresa Pontillo Date: 12/28/12

Fax: 866-567-6519

WARRANTY HISTORY

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 28-DEC-12
Note: All Costs are in US Dollars Server Name: AWS Prod Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FMCU9DG6CK[redacted]	M1	T/M7	F	T/WE	T/EF	T/F	AJ	T/W6	T/SG	17-FEB-2012	11-MAR-2012	127044	USA	3	6N06	9L8Z 8419	AB	F08	S07	V75	B66	42

AWS Claim Key: 1207174 **Doc #:** 05979851 **Trx Code:** 1 **Labor Hrs:** .2 **Labor Cost:** 21.28 **Material Cost:** 319.98 **Total Cost:** 341.26
Dlr Cd-Sub Cd: 00031-* **Name:** KOONS STERLING FORD **Ph:** 703-4307700 **St:** VA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**17-MAY-2012 **DIST(Mile):**1021
Cust Comments: FRONT CENTER BUMPER FACIA LOOSE, WILL NOT RESECURE ACES APPROVAL CODE PAAFT
Tech Comments: VERIFIED CONCERN, REPLACED FRONT BUMPER FACIA APPROVAL CODE# PAAFT

#1 FRONT BUMPER

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
1FMCU9DG6CK[redacted]	M1	T/M7	F	T/WE	T/EF	T/F	AJ	T/W6	T/SG	17-FEB-2012	11-MAR-2012	127044	USA	5	6C06	CL8Z 7804105	DA	F07	S08	V74	T51	42

AWS Claim Key: 1246872 **Doc #:** 06307952 **Trx Code:** 1 **Labor Hrs:** .2 **Labor Cost:** 21.96 **Material Cost:** 39.04 **Total Cost:** 61
Dlr Cd-Sub Cd: 00031-* **Name:** KOONS STERLING FORD **Ph:** 703-4307700 **St:** VA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**10-JUL-2012 **DIST(Mile):**6279
Cust Comments: CUSTOMER STATES THAT D S MIRROR NOT STAYING CLOSED
Tech Comments: ORDERED DRIVERS SUN VISOR

#1 SUN VISOR

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
1FMCU9DG6CK[redacted]	M1	T/M7	F	T/WE	T/EF	T/F	AJ	T/W6	T/SG	17-FEB-2012	11-MAR-2012	127044	USA	5	6N06	9L8Z 8419	AB	F08	S07	V75	B66	42

AWS Claim Key: 3019695 **Doc #:** 06329352 **Trx Code:** SPW **Labor Hrs:** 0 **Labor Cost:** 161.52 **Material Cost:** 346.12 **Total Cost:** 507.64
Dlr Cd-Sub Cd: 00031-* **Name:** KOONS STERLING FORD **Ph:** 703-4307700 **St:** VA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**13-JUL-2012 **DIST(Mile):**6449
Cust Comments: INSTALL SOP FRT GRILL(SVC PART)
Tech Comments: REPLACE GRILL GRILL WOULD NOT STAY ATTACHED IT FELL OF AND WAS DAMAGED.

#2 FRONT GRILL

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
1FMCU9DG6CK[redacted]	M1	T/M7	F	T/WE	T/EF	T/F	AJ	T/W6	T/SG	17-FEB-2012	11-MAR-2012	127044	USA	7	2E03	DS7Z 9E926	A	F04	S11	V52	D21	42

AWS Claim Key: 3025264 **Doc #:** 06833151 **Trx Code:** S07 **Labor Hrs:** 5 **Labor Cost:** 54.91 **Material Cost:** 149.28 **Total Cost:** 204.19
Dlr Cd-Sub Cd: 00031-* **Name:** KOONS STERLING FORD **Ph:** 703-4307700 **St:** VA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**05-OCT-2012 **DIST(Mile):**10413
Cust Comments: INTEMIT STALLS WHILE DRIVING
Tech Comments: DIAG & REPLACED THROTTLE BODY

#1 STALLS/THROTTLE BODY

Any comments? You can contact

webmaster

* 10 days out of service per customer's submitted document.

Date of Repair	Mileage	Description of Problem/Repair	Defect
04/03/12-04/04/12	432	Install running boards per Q and A	Body/Trim
		Install 4 pic reverse AIO sensors per Q and A	Electrical
		Eng cut off 2 times battery and oil light ca ?	Engine/Electrical
05/25/12	1,021	Front center bumper facia loose, will not fosoc ?	Body/Trim
07/11/12	6,279	Front grille piece fell off/ no DI required per Ford	Body/Trim
10/02/12	10,299	Stalled once today while driving	Engine
		Multi point inspection	Inspection
10/05/12-10/10/12	10,413	Intermittently stalls while driving / very intermittent	Electrical
		Multi point inspection	Inspection

Location of Better Business Bureau

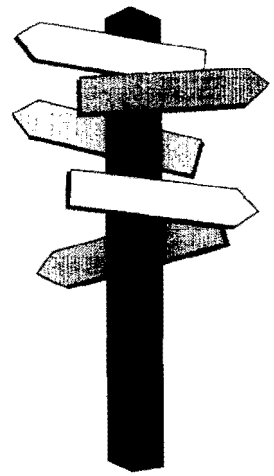
Name of building (if any)

1411 K Street NW, 10th Floor Washington, DC

Bureau Address and City

202-393-8015

Bureau Phone Number (Emergencies Only)



DIRECTIONS

The Bureau is located at 1411 K St. NW in downtown Washington. We are at the intersection of 14th and K street.

From Maryland, come into the District on New York Avenue. Either 1) Turn right on K Street or 2) Turn right on 14th Street and left on K Street. Our building is the third on the right.

From Virginia, cross the Potomac on 395/Route 1. Keep to the left on the bridge and bear left after you cross the river, following signs for Route 1. This becomes 14th Street. Follow 14th street past the Washington Monument until you reach K Street. Turn left on K Street. Our building is the third on the right.

PARKING: There is no parking in our building. Many consumers find parking at the meters on the street nearby, but public lots are also available on Vermont Avenue and L Street.

BBB AUTO LINE

December 20, 2012

[redacted]
CHICAGO IL[redacted]

Re: FRD1234434 [redacted] vs Ford Motor Corporation 1FMCU9DG6CK[redacted]

Dear [redacted]:

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:

_X_ 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:_____

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

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

December 20, 2012

TERESA PONTILLO
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1234434 [redacted] vs Ford Motor Corporation 1FMCU9DG6CK[redacted]

Dear Madam/Sir:

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

Enclosed please find the following information:

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

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

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

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

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

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

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

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

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

Sincerely,

Edith Newton at Extension 512

BBB AUTO LINE

December 20, 2012
Re:W-C2 FRD1234434[redacted] vs Ford Motor Corporation
1FMCU9DG6CK[redacted]

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

Dear Richard W. Ferris:

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

Enclosed please find the following information:

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

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

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

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

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

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

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

If the arbitrator decides a repurchase or replacement is the appropriate remedy, the arbitrator will need accurate information about the vehicle's purchase price as well as any collateral costs, incidental charges and other expenses that your client seeks. Please submit an itemization of those fees, along with supporting information/documentation, so we may include these amounts in the *Agreement to Arbitrate* to permit the arbitrator to appropriately evaluate your client's request for relief.

BBB AUTO LINE must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. If we have not received the requested information from you, the correspondence and documents you have provided us thus far will serve as your written position. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, we will provide you with three days advance notice of the inspection date.

You may either mail your position to our office at 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

BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 12/20/2012 Case Number: FRD1234434
Customer: [redacted]
Business: Ford Motor Company
Mfr-Info: 6700 VA 1FMCU9DG6CK[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 : Escape
Year : 2012

All parties named above submit to arbitration the following:

* Body/Trim
* Electrical
* Engine/Electrical
* Engine

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.
3033Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE
Customer Claim Form

Case number: FRD1234434
Contact Date: 12/19/12
Start Date: 12/20/12

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]

Mailing address: [redacted]

City: Chicago State: IL Zip code: [redacted]

Day phone: ([redacted] Evening phone: Cell phone:

Fax: [redacted] E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: Escape Year: 2012 Current mileage: 10413

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: Same, , VA

Primary Servicing dealer/city/state: KOONS STERLING FORD,

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: 03/11/12 Mileage at purchase/lease:

First repair attempt date: 04/03/12 First repair attempt mileage: 432

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

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 INDENTIFICATION NUMBER 1FMCU9DG6CK[redacted]

Lienholder/Leasing Company _____ **Phone Number** _____

Account Number _____

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: **A/C won't cool properly**	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day**	**yes**
Body/Trim		3		yes
Electrical		2		yes
Engine/Electrical		1		yes
Engine		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

Umanzor, Maury

From: Hyatt, Chris <chyatt@consumerlawcenter.com>
Sent: Tuesday, December 18, 2012 5:35 PM
To: ILDept Fax
Cc: Umanzor, Maury; Bridges, Michael; Herrera, Juan; Loader, Nancy; Patterson, Donna
Subject: 17032479700
Attachments: arb packet - Lucas.pdf

VIA FACSIMILE: 703-247-9700
(With Delivery Confirmation)

December 18, 2012

WRTAC
FRD1234434

Council of Better Business Bureau, Inc.
Attn.: Maury Umanzor
4200 Wilson Boulevard
Suite 800
Arlington, VA 22203-1838

RE [redacted] v Ford Motor Company

Dear Mr. Umanzor,

Please find enclosed the corresponding documents for the referenced case. **We are requesting a documents-only hearing** (fax: 866-264-3755). My clients' written position has been stated in this initial application. She requests a refund or replacement under the VA Lemon Law and the Magnuson-Moss Act based on defects in the vehicle.

Please send notices fax only; please do not send any paper form of notices as our office is paperless. Thank you for your cooperation in this matter to our request.

Thank you,

Chris Hyatt
Krohn & Moss, Ltd
10 N. Dearborn St.
3rd Floor
Chicago, IL 60602
(312) 578-9428 Ext 206

BBB AUTO LINE
Customer Claim Form

Case number:
Contact Date:
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]		
Mailing address: [redacted] Krohn & Moss, Ltd.; 10 North Dearborn, 3rd Floor		
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: Escape	Year: 2012	Current mileage:
Name(s) that appears on the vehicle title: [redacted]			
Selling dealer/city/state: Koons Sterling Ford, Sterling VA			
Primary Servicing dealer/city/state: same			
Acquired as ☒ new ☐ used ☐ demo ☐ leased	Is the vehicle in your possession? ☒ yes ☐ no		
Purchase/lease date: March 11, 2012	Mileage at purchase/lease: 15		
First repair attempt date: April 3, 2012	First repair attempt mileage: 432		
How often is the vehicle used for business purposes (percentage): 0 %	Number of vehicles owned or leased by the business:	Transmission type: ☒ Automatic ☐ Manual	
Has the vehicle been in an accident/had body damage? ☐ yes ☒ no	Date of accident:		
Description of damage:			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

VIN:1FMCU9DG6CK[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 INDENTIFICATION NUMBER

Lienholder/Leasing Company N/A _____ **Phone Number** _____

Account Number _____

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
PLEASE	SEE		ENCLOSED	

Total days out of service for all problems: 12

Signature of Titled Owner(s) [redacted] Date 12-14-12

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
04/03/12-04/04/12	432	Install running boards per Q and A	Body/Trim
		Install 4 pic reverse AIO sensors per Q and A	Electrical
		Eng cut off 2 times battery and oil light ca ?	Engine/Electrical
05/25/12	1,021	Front center bumper facia loose, will not resec ?	Body/Trim
07/11/12	6,279	Front grille piece fell off/ no DI required per Ford	Body/Trim
10/02/12	10,299	Stalled once today while driving	Engine
		Multi point inspection	Inspection
10/05/12-10/10/12	10,413	Intermittently stalls while driving / very intermittent	Electrical
		Multi point inspection	Inspection

KOONS STERLING FORD

46869 HARRY BYRD HWY.
STERLING, VA 20164
703-430-7700

BUYER'S ORDER

DATE MARCH 11, 2012

PURCHASER'S FULL NAME [redacted]

PURCHASER'S FULL NAME

	CITY	STATE	ZIP	RES. PHONE	BUS. PHONE
[redacted]	RESTON	VA	20194	[redacted]	

E-MAIL	CUSTOMER NO.	TO BE DEL. ON OR ABOUT	MAKE	MODEL	YEAR	COLOR
	381557	03/11/12	FORD	ESCAPE	2012	BLACK

STOCK NO.	SERIAL NO.	MILEAGE	NEW / USED / DEMO
121156	1FMCU9DG6CK[redacted]	15	NEW

CASH PRICE OF VEHICLE	$29,889.00
STD* U9D0 ESCAPE 4DR XLT 4WD	
202A EQUIPMENT GROUP	
EQUIPMENT GROUP	
SUN & SYNC VALUE PKG	
POWER MOONROOF WITH SHADE	
SYNC VOICE ACTIVATED SYSTEMS	
SYNC EQUIPMENT GROUP	
CARGO PACKAGE — PROCESSING FEE	499.00
LOCKABLE HIDDEN WET TRUNK — SUB-TOTAL	$30,388.00
RETRACTABLE CARGO COVER — TAX	$911.64
HORIZONTAL CROSS BARS	
.103 INCH WHEELBASE — PURCHASER'S ON-LINE SYSTEMS FILING FEE	$10.00
99G 3.0L DURATEC FFV V6 ENGINE — DEALER'S BUSINESS LICENSE TAX	$50.81
Plates $42.75 Transfer N/A Temp N/A Lien N/A Title $10.00	$52.75
NO LIABILITY INSURANCE INCLUDED — TOTAL CASH DELIVERED PRICE	$31,413.20
CREDITS: DEPOSIT DUE WITH ORDER (This Buyers Order is not a cash receipt) INCLUDING REBATE OF$2,500.00	$2,500.00
ALLOWANCE FOR USED CAR TRADE-IN	N/A
LESS APPROXIMATE BALANCE OWING TO-	N/A [redacted]
NET ALLOWANCE ON TRADE-IN	N/A
TOTAL CREDITS	$2,500.00
BALANCE DUE ON DELIVERY	$28,913.20

DESCRIPTION OF TRADE-IN VIN# TRADE IN MILEAGE

MAKE	MODEL	TYPE	YEAR

TO ENSURE MY COMPLETE SATISFACTION I UNDERSTAND ALL PROMISES MUST BE IN WRITING. SL INITIAL

IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA CONSUMER PROTECTION ACT. IF YOU ARE LEASING THIS VEHICLE, THE SAME PROCEEDURES, RIGHTS AND OBLIGATIONS APPLICABLE TO A TRANSACTION INVOLVING A RETAIL INSTALLMENT SALES CONTRACT STATED ABOVE APPLY TO THIS TRANSACTION.

INSURANCE CO.	POLICY/BINDER NO.	AGENT'S PHONE NO.
GEICO	4195075462	(800) 841-3000

FOR "AS IS" SALE ONLY: I UNDERSTAND THAT THIS VEHICLE IS BEING SOLD "AS IS" WITH ALL FAULTS AND IS NOT COVERED BY ANY DEALER WARRANTY. I UNDERSTAND THAT THE DEALER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER I BUY THIS VEHICLE. I WILL HAVE TO PAY FOR ANY REPAIRS THIS VEHICLE WILL NEED. (SEE #18 ON REVERSE SIDE)

DATE: _____ SIGNATURE _____

We certify that we are 18 years of age or older and hereby acknowledge receipt of a copy of this order. We authorize the dealer to make whatever credit inquiries it deems necessary in connection with this order. Purchaser understands and agrees that the Annual Percentage Rate ("APR") for any installment sale of the vehicle ordered hereunder may be negotiated with Dealer and that Dealer may assign the Installment Sales Contract and receive some portion of the finance charge or other compensation for providing or arranging financing, service contracts or other products. We have read the terms and conditions of this order including those on the reverse side hereof. We agree that the terms and conditions on the reverse side are as much a part of this order as if they were printed above our signatures. We specifically acknowledge that Paragraph 22 on the reverse side hereof [illegible] arbitration of any disputes. [illegible] has been reviewed with us and we understand those terms and conditions.

HUMPHRIES, NICKOLAS A
SALESMAN

THIS ORDER IS NOT VALID UNLESS SIGNED ~~AND COUNTERSIGNED~~ BY AN AUTHORIZED MANAGER.

APPROVED BY MANAGER

SELLER

SIGNED [redacted] PURCHASER

SIGNED [redacted] PURCHASER

DMV VIRGINIA MOTOR VEHICLE REGISTRATION

VSA-0 (REV 08/08)

Title Number	Veh. Identification Number (VIN)	Date Issued	Plate Number	Plate Type	Sticker	Expiration Date
[redacted]	1FMCU9DG6CK[redacted]	05/21/12	STELRTD	PA		05/31/14

Vehicle Make	Model	Body	Year	Color	Fuel	Vehicle Use	Axles
FORD	ESCAPE	SPORT UTILITY	2012	BLK	GAS	PRIVATE	2

Purchase Date	Odometer at Titling	Lien at Reg	EW	GW	GVWR	GCWR	Unit #	
03/11/12	000015 ACTUAL	N	3441					LIST#: R376830

[redacted]

RESTON VA [redacted]

CMA - 200

FAIRFAX COUNTY INTNET

[redacted]

DMV verifies insurance coverage of all registered vehicles. If you cancel your insurance, notify DMV and return the license plates. If you do not notify DMV, your driver's license will be suspended and all of your vehicle license plates will be cancelled.

This card must be carried in the motor vehicle when in operation but does not permit holder to operate a motor vehicle.

When You're Talkin' Great Service, You're Talkin'

KOONS STERLING FORD

46869 HARRY BYRD HIGHWAY
STERLING, VIRGINIA 20164
www.koons.com
SERVICE: (703) 444-5750
(703) 444-5751
METRO: (703) 450-4860

P & A CODE 00031

SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PARTS SCRAP OUT
$ PARTS	$ LABOR	$ TOTAL

Authorized Signature And Date

DATE INSTALLED	ACCRUED MILEAGE	ORIGINAL R.O. NUMBER
MO. DAY YR	NO TENTHS	

APPROVAL CODE OR NO.	COMMITMENT CODE

PROGRAM CODE(S)
REPAIR 1
REPAIR 2
REPAIR 3

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 AM TO 5:00 PM
SATURDAY
8:00 AM TO 5:00 PM

CASHIER AND CUSTOMER PICK-UP
MONDAY THRU FRIDAY
7:30 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

Adv: P06 JOSEPH R HOPSON	Tag: 9167	License: F	1FMCU9DG6 CK[redacted]	Page: 1	Invoice: W68087

Invoice To	Driver/Owner Information
[redacted]	[redacted]
RESTON, VA [redacted]	RESTON, VA [redacted]
Work: [redacted] Home: [redacted]	Work: [redacted] Home: [redacted]

For Office Use	Vehicle Information
Odometer In: 10299 Out: Dist: 1FA WAR C W Prelim	12 FORD ESCAPE XLT 4WD 4DR SUV BLACK
MFG: 2BK001	Stock#: 00121156

Begin: 10/02/12	Done: 10/02/12	Invoiced: 10/02/12 14:06 JH	Inservice: 03/11/12	Production: 02/18/12	Sold: 03/11/12

Customer Concern

		Operation	Tech	Units	Amount
Concern 51	STALLED ONCE TODAY WHILE DRIVING	WAR	T33	0.0	0.00
Correction	TEST DROVE,NO STAHLING DURING TEST DRIVE,TERSTED EEC,NO DTCS PRESENT.CHECKED OASIS AND TSBS,FOUND NOTHING PERTAINING TO CONCERN. Tech T33 CAMPBELL, BENJA COND CODE : 42 FAIL CODE : 42 Repair Type 01 Visit 1 Codes - Prg: ESP				
Type: W		Subtotal			
		TOTAL CHARGE FOR CONCERN			0.00

Summary of Charges for Invoice W68087		Payment Distribution for Invoice W68087	
TOTAL CHARGE	0.00	FAC WARRANTY	0.00
		TOTAL CHARGE	0.00

Future Reservations

MONDAY, 11/12/12 at 08:40 for NEXT SCHEDULED MAINTENANCE

Attention: The following Invoices also exist
CUS - CUSTOMERPAY

If you have any questions - please see JOSEPH R HOPSON
PLEASE TAKE THE TIME TO RESPOND TO FORD
MOTOR COMPANYS SURVEY OR PHONE CALL

LIMITED WARRANTY
12 MONTHS OR 12,000 MILES
WHICHEVER COMES FIRST.

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X

UCS©2004

ORIGINAL

When You're Talkin' Great Service, You're Talkin'

KOONS STERLING FORD

46869 HARRY BYRD HIGHWAY
STERLING, VIRGINIA 20164
www.koons.com
SERVICE: (703) 444-5750
(703) 444-5751
METRO: (703) 450-4860

SERVICE HOURS:
MONDAY THRU FRIDAY
7:30 AM TO 5:00 PM
SATURDAY
8:00 AM TO 5:00 PM

CASHIER AND CUSTOMER PICK-UP
MONDAY THRU FRIDAY
7:30 AM TO 7:00 PM
SATURDAY
8:00 AM TO 5:00 PM

P & A CODE 00031

SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS REC.

(CHECK (✓) APPROPRIATE BOX)

CLAIMS REVIEW | AUTHORIZATION TO SUBMIT CLAIM | PARTS SCRAP OUT

$ PARTS | $ LABOR | $ TOTAL

Authorized Signature And Date

DATE INSTALLED	ACCRUED MILEAGE	ORIGINAL R.O. NUMBER
MO. DAY YR.	NO TENTHS	

APPROVAL CODE OR NO.	COMMITMENT CODE

PROGRAM CODE(S)
REPAIR 1
REPAIR 2
REPAIR 3

Adv: P06 JOSEPH R HOBSON | Tag: 9372 | License: F | 1FMCU9DG6 CK[redacted] | Page: 1 | Invoice: W68331

[redacted]
RESTON, VA [redacted]
Work: [redacted] Home: [redacted]

[redacted]
RESTON, VA [redacted]
Work: [redacted] Home: [redacted]

Odometer in: 10413 Out: | Dist: 1FA WAR M W Prelim | 12 FORD ESCAPE XLT 4WD 4DR SUV BLACK

MFG: 28K001 | Stock#: 00121156

Begin: 10/05/12 | Done: 10/10/12 | Invoiced: 10/10/12 08:30 JH | Inservice: 03/11/12 | Production: 02/18/12 | Sold: 03/11/12

Concern 51	INTERMITTENTLY STALLS WHILE DRIVING/VERY INTERMITTENT	Operation	Tech	Units	Amount
Correction	REPLACE THROTTLE BODY, RESET CAM AND REPROGRAM PCM WITH UPDATED SOFTWARE	9976A	T33	0.5	47.75
51 - 1	BODY / CHASSIS / ELECTRICAL (BCE) - TEST	12651D	T33	0.2	19.10
51 - 2	EXTRA TIME TO REPEAT FINAL QUICK TEST	12651DX1	T33	0.1	9.55
51 - 3	BODY/CHASSIS/ELECTRICAL - DIAGNOSTIC PIN POINT TEST	12651D45	T33	0.3	28.65
51 - 4	IGNITION SYSTEM - DIAGNOSIS	12650D55	T33	0.3	28.65
51 - 5	PID RECORDER/MONITOR TEST WITH ROAD TEST	12650D81	T33	0.5	47.75
Parts	Part Number / PO# / Note / Description	Qty		Sell	
	FMC DS7Z 9E926 A THROTTLE BODY AND BO	1		85.84	85.84
	Parts: Count 1.00 Allowance: 63.44				
	Tech T33 CAMPBELL, BENJA				
	COND CODE : 42				
	FAIL CODE : 42				
	FP- DS7Z9E926A				
	Repair Type 01 Visit 1 Codes - Prg: ESP				
		Subtotal			
		PARTS PRICE			149.28
		MECHANICAL LABOR			181.45
Type: W		TOTAL CHARGE FOR CONCERN			330.73

Concern +60	WARR LOANER CAR	Operation	Tech	Units	Amount
Correction	0	WAR	T33	0.0	0.00
	Tech T33 CAMPBELL, BENJA				
	COND CODE : 42				
	FAIL CODE : 42				

LIMITED WARRANTY
12 MONTHS OR 12,000 MILES
WHICHEVER COMES FIRST.

PLEASE RETAIN THIS COPY AS YOUR SERVICE RECORD. ANY CLAIMS OR ADJUSTMENTS MUST BE ACCOMPANIED BY THIS INVOICE.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X

ORIGINAL

KCS02004

Service Functions File Subscreens Tools Display Print System Tools Go To

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Service Tra
Parts Tasks
My Product
My Reports
SVC Daily
Queries
Calendar

Repair Order History

Repair Order History

RO#	VRC	Li...	Customer Concern	RND	Tech	Date	Odometer	Adv
		24-1	BATTERY OK PASSED LOAD TEST		282	10/10/12...	10413	P06
		24-2	BRAKES OK OVER 5MM FRONT 2MM REAR		282	10/10/12...	10413	P06
		24-3	TIRES OK AT 7/32 OR GREATER		282	10/10/12...	10413	P06
	W68087	51	STALLED ONCE TODAY WHILE DRIVING		T33	10/02/12...	10299	P06
	C68087	24	THE WORKS MAINTENANCE PACKAGE		282	10/02/12...	10299	P06
		25	MULTI POINT INSPECTION		282	10/02/12...	10299	P06
		25-1	BATTERY OK PASSED LOAD TEST		282	10/02/12...	10299	P06
		25-2	TIRES OK AT 7/32 OR GREATER		282	10/02/12...	10299	P06

RO# C68087 Odometer 10299 Warranty Invoice N Previous RO# Next RO#
Parts 26.11 Policy Total 56.16 Open Date 10/02/12 Invoice Date 10/02/12
Client
Note FORD FLYER

Labor Line
Operation TTTRE
Tech1 282 Hours Tech2 Hours
Concern MULTI POINT INSPECTION
Cause
Correction TIRES OK AT 7/32 OR GREATER
Comment

Documents
Repair Order Preliminary Invoice Final Invoice Images Vehicle Report Card View (F3)

Veh Search (F5) Close

F1 Help

Record Viewed SVCSRHO HOPSONJO 28K001 WC4/XC4 OVR

PE13-003.4 000875LC

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Service Tas
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Queries
Calendar

Repair Order History

Repair Order History

RO	VRC	Li...	Customer Concern	RND	Tech	Date	Odometer	Adv
W68331		51	INTERMITTENTLY STALLS WHILE DRIVING/VERY INTERMI...		T33	10/10/12...	10413	P06
		51-1	BODY / CHASSIS / ELECTRICAL (BCE) - TEST		T33	10/10/12...	10413	P06
		51-2	EXTRA TIME TO REPEAT FINAL QUICK TEST		T33	10/10/12...	10413	P06
		51-3	BODY/CHASSIS/ELECTRICAL - DIAGNOSTIC PIN POINT T...		T33	10/10/12...	10413	P06
		51-4	IGNITION SYSTEM - DIAGNOSTIC		T33	10/10/12...	10413	P06
		51-5	PID RECORDER/MONITOR TEST WITH ROAD TEST		T33	10/10/12...	10413	P06
		60	WARR LOANER CAR		T33	10/10/12...	10413	P06
W68331		24	MULTI POINT INSPECTION		282	10/10/12...	10413	P06

BODY/CHASSIS/ELECTRICAL - DIAGNOSTIC PIN POINT TEST

RO# W68331 Odometer 10413 Warranty Invoice Y Previous RO# Next RO#
Parts 149.28 Policy Total 330.73 Open Date 10/05/12 Invoice Date 10/10/12
Client
Note

Labor Line
Operation 9926A
Tech1 T33 Hours 0.5 Tech2 Hours
Concern INTERMITTENTLY STALLS WHILE DRIVING/VERY INTERMITTENT
Cause
Correction REPLACE THROTTLE BODY, RESET CAM AND REPROGRAM PCM WITH UPDATED SOFTWARE
Comment

Documents
Repair Order Preliminary Invoice Final Invoice Images Vehicle Report Card View (F3)

Veh Search (F5) Close

F1 Help

Record Viewed SVCXSRHO HOPSONJO 28K001 WC4/XC4 OVR

[redacted]

#295 zack

Service Functions File Subscreens Tools Display Print System Tools Go To

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Email
Service Tasks
Service Tasks
Parts Tasks
My Proposals
My Reports
SVC Daily
Queries
Calendar

12 15:50:01

Repair Order History

Repair Order History

RO	VRC	LI...	Customer Concern	RND	Tech	Date	Odometer	Adv
		51	FRONT GRILLE PIECE FELL OFF//NO DI REQUIRED PER FORD		108	07/11/12...	6279	P02
W59798		51	FRONT CENTER BUMPER FACIA LOOSE, WILL NOT RESEC...		604	05/25/12...	1021	299
C59798		24	MULTI POINT INSPECTION		T33	05/25/12...	1021	299
W56600		53	C/S ENG CUT OFF 2 TIMES... BATTERY AND OIL LIGHT CA...		666	04/04/12...	432	318
		60	WARR LOANER CAR		666	04/04/12...	432	318
I56600		51	INSTALL RUNNING BOARDS PER Q AND A		666	04/03/12...	432	318
		52	INSTALL 4 PIC REVERSE AID SENSORS PER Q AND A		695	04/03/12...	432	318
			** VEHICLE TRANSFERRED TO HHD LUCAS, SARA ELIZAB...			03/11/12...		

RO# Odometer Warranty Invoice Previous RO# Next RO#
Parts Policy Total Open Date 03/11/12 Invoice Date
Client
Note ** VEHICLE TRANSFERRED TO HHD LUCAS, SARA ELIZABETH **

Labor Line
Operation
Tech1 Hours Tech2 Hours
Concern
Cause
Correction
Comment

Documents
Repair Order Preliminary Invoice Final Invoice Images Vehicle Report Card View (F3)

Veh Search (F5) Close

er 10413

F1 Help

Record Viewed SVCXSRH0 HOPSONJO 28X001 WC4/XC4 OVR

When You're Talkin' Cars, You're Talkin'

KOONS STERLING FORD

46869 HARRY BYRD HIGHWAY STERLING, VIRGINIA 20164
(703) 444-5750 (703) 450-4860
P & A CODE 00031

FORD

PLEASE RETAIN THIS REPAIR ORDER RECEIPT IN YOUR VEHICLE FOR FUTURE MAINTENANCE REFERENCE.
PARTS AND LABOR ARE GUARANTEED AGAINST DEFECTIVE WORKMANSHIP OR PARTS.

LIMITED WARRANTY

CUSTOMER'S RIGHTS

1. Customer wants replaced parts if not returnable under warranty. YES____ NO____
2. Do you want a written estimate since it exceeds $25? YES____ NO____
3. Customer agrees that he may be charged not more than 10% of the cost of the written estimate without his consent.
4. Customer consent for additional repairs. YES____ NO____

OWNER CONTACTED DATE _____ ☐ IN PERSON ☐ TELEPHONE

APPROXIMATE ESTIMATE PARTS & LABOR $ _____

AUTHORIZED ADDITIONS PARTS & LABOR $ _____

ORIGINAL ESTIMATE (PARTS & LABOR)	$
AUTHORIZED ADDITIONS	$
TOTAL	$
ADDITIONAL REPAIRS OK'D BY	X
DATE	TIME

REPLACED PARTS REQUESTED BY CUSTOMER ☐ YES ☐ NO

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

SERVICE INSTALLED PARTS

MONTH	DAY	YEAR	ACCRUED MILEAGE

RO	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
71792	3104	P06 JOSEPH R HOPSON	12/04/12 14:09	VA F	1FMCU9DG6 CK[redacted]

[illegible]

[redacted]

RESTON, VA [redacted]
FAIRFAX
Email: _____

Work: [redacted]
Home:

[illegible]

12 FORD ESCAPE 4DR SUV XLT 4WD BLACK Model#: U9D Odometer: 13166
ENGINE-3.0L DURATEC V-6 Stock No: 00121156
State Inspection Due: 03/08/13
Dates: Production: 02/18/12 Inservice: 03/11/12 Sold: 03/11/12 SLSP: B63
Last Svc: Client: 28K001 Date: 10/10/12 Adv: P06 Odom: 10413 Daily Avg: 49 Month Avg: 1470

[illegible]	Type	[illegible]	[illegible]
24	ESM	99P	MULTI POINT INSPECTION Concern Code: A99
25	C	RND	REPAIRS
51*	W		STALLED TODAY CK VDR READINGS SK 34
		Sk/Hr/Tech:	34-1.5 ** RO Re-Printed on 12/10/12 13:22:27 1 Times **

[illegible]

MFG: 28K001 Dist: 1FA Fuel: UNL Estimated Completion: 12/04/12 17:00
Name Verify: Color Code: UA Trim: W9

[illegible]

WAR	WARRANTY	WA - FAC WARRANTY
ESM	ESPMAINT	ES - MFG EXT SVC
CUS	CUSTOMERPAY	CA - CASH DUE

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.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

"I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

X _____
CUSTOMER'S SIGNATURE

UCR02004 ORIGINAL

Krohn & Moss, Ltd.

(Arizona, California, Florida, Illinois, Indiana, Minnesota, Missouri, North Carolina, Ohio, Wisconsin, Washington, DC)

Main Office
10 N. Dearborn St., 3rd Fl.
Chicago, Illinois 60602
www.krohnandmoss.com

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Writer's Direct Facsimile
(888) 251-6228
Writer's Direct E-Mail
rwferris@ferriswinder.com

Writer licensed to practice only in: Virginia

December 13, 2012

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48121

RE: [redacted] v. Ford Motor Company
Vehicle: 2012 Ford Escape
VIN: 1FMCU9DG6CK[redacted]

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective engine as evidenced by repeated stalling;
2. Defective body and trim as evidenced by loose front bumper and grill; and

3. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

> based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be

liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

Richard W. Ferris
Attorney at Law
Of Counsel to Krohn & Moss, Ltd.

RF/tm
CC: [redacted]

[redacted]

CONNORS AND SULLIVAN

ATTORNEYS-AT-LAW

PLLC

7408 Fifth Avenue - Suite 2
Brooklyn, New York 11209
(718) 238-6500

110 East 59th Street- 23rd Floor
New York, New York 10022
(212) 737-2700

200-20 Northern Boulevard
Bayside, New York 11361
(718) 225-7200

79-09 Metropolitan Avenue
Middle Village, New York 11379
(718) 238-6500

1250 Hylan Boulevard
Staten Island, New York 10305
(718) 238-6500

Michael N. Connors
Giovanni P. Silvagni
Renata Landskind *

Terence J. Ricaforte *†
Joanna Gwozdz
Ida Como *
Lauren M. Ahern *

Elizabeth J. Becker
Kerry D. Archer

Edward R. Dorney, Of Counsel
Domenick Affatato, Of Counsel

* Admitted in New Jersey
† Admitted in Florida

May 15, 2013

Alan Roger Mulally, President
Ford Motor Company
One American Road
Dearborn, Michigan 48126-1899

Dear Mr. Mulally,

I wish to bring to your attention a matter that I believe should be resolved. My brother-in-law, [redacted], purchased a Ford Escape (information attached) in March 2013.

His 17 year old daughter was driving the vehicle when the engine suddenly died on her while traveling at 60 miles an hour (narrative attached).

The vehicle was taken back to the dealer. A diagnostic review found nothing wrong which, according to the dealer, means the engine failure did not happen.

The Pegues Hurst Motor Co., were not listening to the facts of what had occurred.

We ask that your safety compliance unit review the situation and ensure that the vehicle is safe and/or take appropriate action. The question of safety is at issue and a serious safety issue should not be ignored because a diagnostic review could not find the problem.

Our entire family has great respect for the Ford name and products. I hope we will not be disappointed with your response.

Very truly yours,

MICHAEL N. CONNORS

MNC:lt

Letter to Ford

Buyer: [redacted]

Year/Make: 2013/Ford

Model: Escape

VIN #: 1FMCU0G91DU[redacted]

Drive off the lot price: $ 28,745.00

Date of sale: 3/11/2013

Turned car in for first repair: Approximately had car for two weeks, and none of the voice commands were working right.

Turned car in the last time: April 25th. Has been at Pegues Hurst Ford since that time.

Description of what happened: [redacted] was driving west bound on Loop 281, in Longview, Texas. She was approaching the intersection of Loop 281 and Gilmer road (red light). She was slowing down because the light was red. When the light turned green, she started to accelerate again. It wasn't long after that, when the car lost all power. Abby said that both of the needles on the gauges went to zero and all of the dashboard lights went out. The accelerator would not work. She immediately turned on her hazard lights, coasting through the intersection at Gilmer road, making her way to the far right lane (there are 3 lanes of west bound traffic) and into an Exxon parking lot. The only light that she saw in the dash, was something about the transmission and the letter P. It wasn't there very long. When she came to a stop, she put the car in park and turned off the ignition switch. She sat there for a moment, and tried starting the car. It started on the first try.

Carried car to Pegues Hurst Ford. We received a loaner for Abby to drive. A few days later, I received a call from the salesman who sold us the car. He stated that the service department had not found anything wrong with the car. I told him that I wanted him to start looking for another Escape, exactly like Abby's. (Color, engine size, internal features). I told him that I was not taking that car back if they couldn't tell me what had happened. He said he would start looking for one immediately. I didn't hear from him for a couple of days, then he contacted me and said that he found one in Temple, Texas but that there was the issue of paying (200.00 dollars I think he said) to get the car to Longview. I told him that I didn't feel like I should be paying that. He said that he would keep looking. Soon after that the salesman (Chris) texted my daughter and told her to bring the rental car back, that hers was ready. Abby called me, and I said no. I was in Tennessee on business, so I called and talked to the sales manager (Jim). I told him that my daughter was not getting back in that car if it was not fixed, or if they couldn't tell what they had done to it. I told him that this wasn't a blue tooth problem or a radio problem, but that the car died on my daughter in the middle of a three lane loop. It is a SAFETY issue. He told me that

there was a black box on the car, kind of like an airplane. He said if some like that had happened, it

there was a black box on the car, kind of like an airplane. He said if some like that had happened, it would show up on the black box. He said: "My service men are telling me that there is nothing wrong with the car, your daughter is the only one that is saying there is something wrong with the car. " I replied, I cannot believe that you just called my daughter a liar. I told him that I was going to write to the local paper about this situation. He said, "Well you have to do what you have to do." He said that we needed to bring the rental car in now. Once again I told him that my daughter was not getting back in that Escape. He called me back later and said that the service manager was going to drive the car to his home and back, to see if he could find anything.

When my wife talked to the service manager the next day , she asked him about the black box if it showed anything. He stated, "Well from what you told me had happened, that your daughter had lost all power to the vehicle, nothing will show up on the black box. It has to have power to work." The service manager's name is Doug, and he was very understanding and considerate. He said, "I don't blame you, I wouldn't put my daughter back in that car either".

Chris (original salesman) asked my daughter if she would come look at the two other Escapes that were on the lot, to see if she wanted one of them. She did not like the color of either one of them. My daughter finally told me that if she couldn't have the Red one, that she would take a black one. I talked to Chris and asked him to start looking for a black one. (I find it hard to believe that we are less than 2 hour drive from Dallas, Texas, and they could not find one there.) Meanwhile, Jim, the sales manager told me that it would not be an even swap. [redacted] car was now considered a used car.

TRADE IN VALUE for the ESCAPE: $22,500.00

Amount my daughter lost on her car in 6 weeks : $ 6, 250.00 We only had the car in our possession for 4 of those weeks.

My daughter had this car in her possession for less than 4 weeks. I had set up an automatic draft from my checking account to pay for this car. First payment was April 25th, the last day that my daughter was in her car.

FORD

PEGUES-HURST MOTOR CO.
200 Spur 63 • P.O. Box 3686
Longview, Texas 75606 • Ph: 903-758-6211

Ford TRUCKS

FAX TRANSMITTAL FORM DATE 5/30/13 PAGE #1 OF 5

TO: Wanetta

FAX: 866-934-9841

PHONE #: 313-322-4722

FROM: Doug

FAX #: 903-232-2590

PHONE #: 903-758-6211

EMAIL: _____

___URGENT ___FOR REVIEW ___PLEASE COMMENT ___PLEASE REPLY

MESSAGE:

THANK YOU FOR YOUR PROMPT REPLY.

CUSTOMER #: 27612

134174

PEGUES-HURST MOTOR CO.
200 Spur 63 ▫ P.O. Box 3686
Longview, Texas 75606 ▫ Ph: 903-758-6211

[redacted]

ACCOUNTING

DUPLICATE 1
PAGE 1

LONGVIEW, TX [redacted]
HOME [redacted] CONT: N/A [redacted] ** PRE-INVOICE **
BUS: CELL: [redacted] SERVICE ADVISOR: 903 JOSE G RODRIGUEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	13	FORD ESCAPE	1FMCU0G91DU[redacted]		644/644	T5658

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11MAR13 DD	11FEB13		18:00 28MAR13			CASH	01APR13

R.O. OPENED	READY	OPTIONS:
14:45 28MAR13	06:51 01APR13	STK:73613 ENG:2.0_Liter TRN:446_6-SPEED_SELECTSHIFT_AUTO_TRANS

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A CK FOR SCREEN/SYNC TRIES TO REBOOT OR RESET											
CAUSE: NPF											
NPF NO PROBLEM FOUND AT THIS TIME											
		835	WF	0.95	0.90	3015	7674			76.74	76.74
FC: A86 82 PART#: NPF COUNT:						0	0 TPARTS				
CLAIM TYPE:											
AUTH CODE:											
00443						3015	7674 TLABOR				
644 COULD NOT VERIFY CK SOFTWARE LEVEL-CURRENT 12285, IDS, CK FOR CODES-NO CODES, COULD NOT VERIFY CONCERN											
B FORD MULTI-POINT INSPECTION REPORT CARD											
99P FORD MULTI-POINT INSPECTION REPORT CARD											
		835	CP	0.04	0.00	0	0			0.00	0.00
GBATT BATTERY CONDITION IS GOOD											
		835	CP	0.00	0.00	0	0			0.00	0.00
GBK BRAKE LININGS ARE OK AT THIS TIME											
		835	CP	0.00	0.00	0	0			0.00	0.00
GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME.											
		835	CP	0.00	0.00	0	0			0.00	0.00
644 REPORT CARD REPORT CARD											

DATE	START	FINISH	DURATION	TYPE	TECH	LINE(S)	CHG
03-28-13	15:11	16:08	0.95	W	835	A	
	16:08	16:10	0.04	W	835	B	

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
57200	7674	3015		57000	0	0	
11400	7674	*******		10100	0	*******	

COST, SALE, & COMP TOTALS 3015 7674 0

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

Copyright 2000 ADP, Inc. SERVICE INVOICE #F KSMC

ACCOUNTING COPY

CUSTOMER #: 27612

135207

PEGUES-HURST MOTOR CO.
200 Spur 63 ▫ P.O. Box 3686
Longview, Texas 75606 ▫ Ph: 903-758-6211

ACCOUNTING

[redacted]

LONGVIEW, TX [redacted]
HOME: [redacted] CONT:N/A
BUS: CELL: [redacted]

DUPLICATE 1
PAGE 1
** PRE-INVOICE **
SERVICE ADVISOR: 232 LARRY E HARRIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	13	FORD ESCAPE	1FMCU0G91DU[redacted]		1665/1886	T4199

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11MAR13 DD	11FEB13		18:00 08MAY13			CASH	10MAY13

R.O. OPENED	READY	OPTIONS: STK:73613 ENG:2.0_Liter TRN:446_6-SPEED_SELECTSHIFT_AUTO_TRANS
16:40 25APR13	06:44 10MAY13	

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL

A CK FOR VEH LOSS POWER AND ALL GAGES--NO POWER--PULLED OVER TURNED KEY OFF AND BACK ON REGAINED ALL GAGES AND POWER

CAUSE: NPF

NPF NO PROBLEM FOUND AT THIS TIME

835 WF 1.05 1.00 3350 8527 85.27 85.27

FC: D42 82 PART#: NPF COUNT: 0 0 TPARTS

CLAIM TYPE:

AUTH CODE: DDDR4

00443 3350 8527 TLABOR

1665 COULD NOT VERIFY ROAD TEST, CK FOR CODES-NO CODES, CK TSB AND SSM-NONE, CK BATTERY AND BATTERY LEADS-OK. CK BODY CONTROL MODULE CONNECTIONS AND GROUNDS-OK, CONTACT HOTLINE-TOLD TO DUPLICATE CONCERN, COULD NOT DUPLICATE/VERIFY. TECH, SHOP FOREMAN, SERVICE MANAGER AND P&S DIRECTOR ALL DROVE VEHICLE WITH NO ISSUES. TEST DROVE VEHICLE TOTAL OF 221 MILES. UNABLE TO DUPLICATE ANY CONCERNS. NPF ON LAST RO WAS SYNC RELATED.

B CK FOR SYNC FAILS AND LOOSE CONNECTION AT TIMES

CAUSE: NPF

NPF NO PROBLEM FOUND AT THIS TIME

835 CP 0.00 0.00 0 0 0.00 0.00

1665 NPF DID NOT VERIFY WHILE IN SHOP. TECH SYNC PHONE AND ALL FUNCTIONS WORKING AT THIS TIME. NO PROBLEM FOUND. SERVICE MANAGER SYNC PERSONAL DROID AND MADE CALL WITH VOICE ACTIVATION. ALL FUNCTIONS WORKED AT THIS TIME.

C FORD MULTI-POINT INSPECTION REPORT CARD

99P FORD MULTI-POINT INSPECTION REPORT CARD

835 CP 0.00 0.00 0 0 0.00 0.00

GBATT BATTERY CONDITION IS GOOD

835 CP 0.00 0.00 0 0 0.00 0.00

GBK BRAKE LININGS ARE OK AT THIS TIME

835 CP 0.00 0.00 0 0 0.00 0.00

GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME.

835 CP 0.00 0.00 0 0 0.00 0.00

1665 PERFORMED INSPECTION

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

Copyright 2000 ADP, Inc. ▫ SERVICE INVOICE 42 X880

ACCOUNTING COPY

CUSTOMER #: 27612

135207

PEGUES-HURST MOTOR CO.
200 Spur 63 ▫ P.O. Box 3686
Longview, Texas 75606 ▫ Ph: 903-758-6211

ACCOUNTING

[redacted]

DUPLICATE 1
PAGE 2

LONGVIEW, TX [redacted]
HOME [redacted] CONT:N/A
BUS: CELL: [redacted]

** PRE-INVOICE **
SERVICE ADVISOR: 232 LARRY E HARRIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
RED	13	FORD ESCAPE	1FMCU0G91DU[redacted]		1665/1886	T4199

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11MAR13 DD	11FEB13		18:00 08MAY13			CASH	10MAY13

R.O. OPENED	READY	OPTIONS:
16:40 25APR13	06:44 10MAY13	STK:73613 ENG:2.0_Liter TRN:446_6-SPEED_SELECTSHIFT_AUTO_TRANS

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL

DATE	START	FINISH	DURATION	TYPE	TECH	LINE(S)	CHG
04-26-13	10:20	11:23	1.05	W	835	A	

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
57200	8527	3350		57000	0	0	
11400	8527	*******		10100	0	*******	

COST, SALE, & COMP TOTALS 3350 8527 0

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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

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ACCOUNTING COPY

CUSTOMER #: 27612

135207

WARRANTY

DUPLICATE 1
PAGE 1

PEGUES-HURST MOTOR CO.
200 Spur 63 · P.O. Box 3686
Longview, Texas 75606 · Ph: 903-758-6211

[redacted]
LONGVIEW, TX [redacted]
HOME [redacted] CONT: N/A
BUS: CELL: [redacted] SERVICE ADVISOR: 232 LARRY E HARRIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RED	13	FORD ESCAPE	1FMCU0G91DU[redacted]		1665/1886	T4199

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
11MAR13 DD	11FEB13		18:00 08MAY13			CASH	10MAY13

R.O OPENED	READY	OPTIONS: STK:73613 ENG:2.0_Liter TRN:446_6-SPEED_SELECTSHIFT_AUTO_TRANS
16:40 25APR13	06:44 10MAY13	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CK FOR VEH LOSS POWER AND ALL GAGES--NO POWER--PULLED OVER TURNED KEY OFF AND BACK ON REGAINED ALL GAGES AND POWER

CAUSE: NPF

NPF NO PROBLEM FOUND AT THIS TIME

835 WF 1.00 85.27 85.27

FC: D42 82 PART#: NPF COUNT: 0 0 TPARTS

CLAIM TYPE:

AUTH CODE: DDDR4

00443 3350 8527 TLABOR

1665 COULD NOT VERIFY ROAD TEST, CK FOR CODES-NO CODES, CK TSB AND SSM-NONE, CK BATTERY AND BATTERY LEADS-OK, CK BODY CONTROL MODULE CONNECTIONS AND GROUNDS-OK, CONTACT HOTLINE-TOLD TO DUPLICATE CONCERN, COULD NOT DUPLICATE/VERIFY, TECH, SHOP FOREMAN, SERVICE MANAGER AND F&S DIRECTOR ALL DROVE VEHICLE WITH NO ISSUES. TEST DROVE VEHICLE TOTAL OF 22J MILES. UNABLE TO DUPLICATE ANY CONCERNS. NPF ON LAST RO WAS SYNC RELATED.

****

Contacted customer on 5/10/13 that vehicle ready to pick up. Customer came by on 5/10/13 + dropped off home vehicle, but did not pick up the vehicle.

COST, SALE, & COMP TOTALS 3350 8527 0

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.

5/10/13

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	85.27
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	85.27
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	85.27

[redacted]

8/5 @2:20P

SUM-100

SUMMONS
(CITACIÓN JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

FORD MOTOR COMPANY, and DOE 1 through DOE 10 inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

ANASTASIA NYCUM

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

08/01/2013 at 11:38:28 AM

Clerk of the Superior Court
By Lee McAlister, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Diego Superior Court Hall of Justice
330 West Broadway San Diego, CA 92101

CASE NUMBER:
37-2013-00060511-CU-BC-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
G. Eric Young, 701 B Street, Suite 1200, San Diego, California 92101 Tel. (619) 374-4100

DATE: 08/01/2013 *(Fecha)* Clerk, by *(Secretario)* L. McAlister, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☑ on behalf of *(specify)*: FORD MOTOR COMPANY
   under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify)*:
4. ☐ by personal delivery on *(date)*:

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

PE13-003.4 000892LC

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
G. Eric Young, State Bar. No. 285928
THE BICKEL LAW FIRM, INC.
701 B Street, Suite 1200
San Diego, California 92101
TELEPHONE NO.: (619) 374-4100 FAX NO.: (619) 231-9040
ATTORNEY FOR (Name): ANASTASIA NYCUM

FOR COURT USE ONLY

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
08/01/2013 at 11:38:28 AM
Clerk of the Superior Court
By Lee McAlister, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego
STREET ADDRESS: 330 West Broadway
MAILING ADDRESS: same
CITY AND ZIP CODE: San Diego, 92101
BRANCH NAME: Hall of Justice

CASE NAME:
ANASTASIA NYCUM v. FORD MOTOR COMPANY et. al.

CIVIL CASE COVER SHEET
[✓] Unlimited (Amount demanded exceeds $25,000)
[ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation
[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 37-2013-00060511-CU-BC-CTL
JUDGE: Judge John S. Meyer
DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [✓] Breach of contract/warranty (06)
- [✓] Rule 3.740 collections (09)
- [✓] Other collections (09)
- [✓] Insurance coverage (18)
- [✓] Other contract (37)

Real Property
- [ ] Eminent domain/inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition *(not specified above)* (43)

2. This case [ ] is [✓] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [✓] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action *(specify)*: Violation of Cal. Civ. Code 1790 et seq.
5. This case [ ] is [✓] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: July 31, 2013
G. Eric Young
(TYPE OR PRINT NAME)

▶ G. Eric Young
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

THE BICKEL LAW FIRM, INC.
Brian J. Bickel, State Bar No. 205646
Brian K. Cline, State Bar No. 246747
G. Eric Young, State Bar No. 285928
701 B St, Suite 1200
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Attorneys for Plaintiff ANASTASIA NYCUM

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
08/01/2013 at 11:38:28 AM
Clerk of the Superior Court
By Lee McAlister, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

HALL OF JUSTICE

ANASTASIA NYCUM, Plaintiff, vs. FORD MOTOR COMPANY, and DOE 1 through DOE 10 inclusive, Defendants,	Case No. 37-2013-00060511-CU-BC-CTL COMPLAINT FOR VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT

Plaintiff alleges:

1. Plaintiff ANASTASIA NYCUM (hereinafter "Plaintiff") is, and at all times mentioned herein was, a competent adult.

2. Plaintiff is informed and believes and thereupon alleges that defendant FORD MOTOR COMPANY is a corporation.

3. Defendants DOE 1 through DOE 10 inclusive are sued herein pursuant to California Code of Civil Procedure §474. DOE 1 through DOE 10 are each independently, or as a representative of another defendant in this suit, responsible in some manner for the causes of action set forth herein and the damages sustained by Plaintiff.

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4. Plaintiff purchased the subject 2013 Ford Escape, VIN: 1FMCU0GX9DUA40463 ("the subject vehicle") on or about August 9, 2012 from Homer Heller Inc. in Escondido, California. The subject vehicle is a new motor vehicle that was bought primarily for personal, family, or household purposes or it is a new motor vehicle with a gross vehicle weight under 10,000 pounds that was bought or used primarily for business purposes by an entity to which not more than five motor vehicles are registered in this state. The subject vehicle is a "new motor vehicle" under the Song-Beverly Consumer Warranty Act, Civil Code §§1790 et seq ("the Act").

5. Homer Heller Inc. is engaged in the business of distributing or selling consumer goods at retail. Plaintiff is a "buyer" under the Act.

6. FORD MOTOR COMPANY manufactures, assembles, or produces consumer goods. FORD MOTOR COMPANY is a "manufacturer" under the Act.

7. FORD MOTOR COMPANY issued an "express warranty" to Plaintiff in which, *inter alia*, FORD MOTOR COMPANY undertook to preserve or maintain the utility or performance of the subject vehicle. Said warranty was an integral factor in Plaintiff's decision to purchase the subject vehicle.

8. The subject vehicle has suffered from nonconformity(s) to warranty, including, but not limited to, defect(s) which have manifested in the recurrent activation of the "check engine" light, engine malfunction, coolant system malfunction, an abnormal "clicking" sound upon acceleration, loss of power upon acceleration, abnormal engine oil consumption, malfunctioning of the MyFord Touch system, malfunctioning of the keyless entry system, malfunctioning clock, malfunctioning radio, and global electronic malfunction. Said nonconformity(s) have substantially impaired the vehicle's use, value, or safety to Plaintiff.

9. Plaintiff has delivered the vehicle to FORD MOTOR COMPANY or its authorized repair facility(s) for repair of said nonconformity(s). FORD MOTOR COMPANY or its authorized repair facility(s) have failed to commence repairs within a reasonable time; failed to complete repairs within (30) days; and/or failed to service or repair the subject vehicle to warranty after a reasonable number of attempts.

///

10. The subject vehicle was not fit for the ordinary purposes for which such goods are used and was not of the same quality as those generally acceptable in the trade. FORD MOTOR COMPANY breached the implied warranty of merchantability and implied warranty of fitness. Plaintiff is entitled to revoke acceptance of the subject vehicle under the Act.

11. FORD MOTOR COMPANY has not replaced the vehicle or otherwise made restitution to Plaintiff pursuant to its obligations under the Act.

12. Plaintiff id informed and believes and thereupon alleges that FORD MOTOR COMPANY's refusal to replace the vehicle or make restitution to Plaintiff was wilful and not the result of a good faith and reasonable belief that the facts imposing said statutory obligation were absent.

13. Pursuant to the Act, Plaintiff is entitled to restitution in an amount equal to the actual price paid or payable by Plaintiff and collateral charges such as sales tax, license fees, registration fees, and other official fees less an amount directly attributable to use by Plaintiff prior to the time Plaintiff first delivered the vehicle for repair.

14. Plaintiff is entitled to recover incidental, consequential, and general damages, including, but not limited to, reasonable repair, towing, and rental car costs actually incurred by Plaintiff.

15. Plaintiff is entitled to recover a civil penalty up to two times the amount of actual damages for FORD MOTOR COMPANY's wilful refusal to comply with its statutory obligations under the Act.

16. Plaintiff is entitled to recover a sum equal to the aggregate amount of costs and expenses including attorney's fees based on actual time expended and reasonably incurred in connection with the commencement and prosecution of this action.

WHEREFORE, Plaintiff prays judgment against FORD MOTOR COMPANY as follows:

1. For actual damages, including collateral charges, and incidental, consequential, and general damages. To date, such damages include, but are not limited to, in amounts according to proof, Plaintiff's down payment ($11,900.00 est.), payments to date ($3,018.24 est.), future finance payments and/or loan payoff, vehicle registration, repair expenses, out of pocket expenses, expenses

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inadvertently omitted herein, and other future expenses reasonably incurred by Plaintiff in connection with this action; and

2. For a civil penalty up to two times the amount of actual damages; and

3. For rescission of the contract and restitution of consideration; and

4. For interest on said sum from date of rescission to date of judgment herein; and

5. For attorney's fees based on actual time expended and reasonably incurred in connection with the commencement and prosecution of this action; and

6. For costs of suit incurred in connection with the commencement and prosecution of this action; and

7. For such other and further relief as the court deems proper.

DATED: July 31, 2013

THE BICKEL LAW FIRM, INC.
Attorneys for Plaintiff

By: G. ERIC YOUNG

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 W Broadway MAILING ADDRESS: 330 W Broadway CITY AND ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central TELEPHONE NUMBER: (619) 450-7061	
PLAINTIFF(S) / PETITIONER(S): Anastasia Nycum	
DEFENDANT(S) / RESPONDENT(S): Ford Motor Company	
ANASTASIA NYCUM VS FORD MOTOR COMPANY [IMAGED]	
NOTICE OF CASE ASSIGNMENT and CASE MANAGEMENT CONFERENCE	CASE NUMBER: 37-2013-00060511-CU-BC-CTL

CASE ASSIGNMENT

Judge: John S. Meyer Department: C-61

COMPLAINT/PETITION FILED: 08/01/2013

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	02/14/2014	10:00 am	C-61	John S. Meyer

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants, and a Certificate of Service (SDSC form #CIV-345) filed within 60 days of filing.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, each party demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars ($150) for each party on or before the date scheduled for the initial case management conference in the action.

*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

Superior Court of California
County of San Diego

NOTICE OF ELIGIBILITY TO eFILE AND ASSIGNMENT TO IMAGING DEPARTMENT

This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order 010313 at www.sdcourt.ca.gov for rules and procedures or contact the Court's eFiling vendor at www.onelegal.com for information.

This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

Please refer to the General Order - Imaging located on the San Diego Superior Court website at:

http://www.sdcourt.ca.gov/CivilImagingGeneralOrder

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2013-00060511-CU-BC-CTL CASE TITLE:
Anastasia Nycum vs Ford Motor Company [Imaged]

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:
(1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
(2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), *and*
(3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages
- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages
- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at http://www.sdcourt.ca.gov/adr.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

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Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge $150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at *www.courtinfo.ca.gov/selfhelp/lowcost*.

ELECTRONIC FILING REQUIREMENTS OF THE

SAN DIEGO SUPERIOR COURT

These requirements are issued pursuant to California Rules of Court ("CRC"), rules 2.250 et seq., Code of Civil Procedure section 1010.6, and San Diego Superior Court General Order: *In re Procedures Regarding Electronically Imaged Court Records, Electronic Filing, and Access to Electronic Court Records.*

It is the duty of the plaintiff (and cross-complainant) to serve a copy of the General Order of the Presiding Department, Order No. 010313, and Electronic Filing Requirements of the San Diego Superior Court with the complaint (and cross-complaint).

PERMISSIVE eFILING

Effective January 7, 2013, the court allowed subsequent documents to be filed electronically in predetermined non-mandated civil cases in the Central Division by the Soft Launch Authorized Project Participants.

Effective March 4, 2013, documents **may be filed electronically** in non-mandated civil cases in the Central Division where either: (1) the case is first initiated on or after March 4, 2013; or (2) the case is already pending as of March 3, 2013 and has been imaged by the court.

MANDATORY eFILING

The case types that shall be subject to mandatory eFiling are: civil class actions; consolidated and coordinated actions where all cases involved are imaged cases; and actions that are provisionally complex under CRC 3.400-3.403 (as set forth in the Civil Cover Sheet, Judicial Council form CM-010 – but not including construction defect actions). "Complex cases" included in mandatory eFiling include Antitrust/Trade Regulation, Mass Tort, Environmental/Toxic Tort, and

Securities Litigation cases, as well as insurance coverage claims arising from these case types. Construction defect cases, currently being filed through the LexisNexis website, will continue to be filed through that system until further notice.

For cases of the type subject to mandatory EFiling that are initiated on or after March 4, 2013, all documents **must be filed electronically**, subject to the exceptions set forth below.

For cases of the type subject to mandatory EFiling that are already pending as of March 3, 2013, and provided that the case has been imaged by the court, all documents filed on or after March 4, 2013 **must be filed electronically**, subject to the exceptions set forth below.

A party may request to be excused from mandatory electronic filing requirements. This request must be in writing and may be made by ex parte application to the judge or department to whom the case is assigned. The clerk will not accept or file any documents in paper form that are required to be filed electronically, absent a court order allowing the filing.

Self-represented litigants are not required to EFile in a mandatory EFile case; however, they may EFile if they choose to do so and/or are otherwise ordered to EFile by the court.

REQUIREMENTS FOR ALL eFILERS

EFile documents can only be filed through the court's Electronic Service Provider (the "Provider"). See www.onelegal.com.

EFilers must comply with CRC 2.250-2.261. Also, all documents electronically filed must be in a text searchable format, i.e., OCR.

Documents that contain exhibits must be bookmarked, as set forth on the Provider's site. Documents not so bookmarked are subject to rejection. Moving

papers with exhibits that are not bookmarked will be rejected. (See CRC 3.1110(f) with bookmarking being the substitute for plastic tabs in electronically filed documents.)

Exhibits to be considered via a Notice of Lodgment shall not be attached to the electronically filed Notice of Lodgment; instead, the submitting party must provide the assigned department with hard copies of the exhibits with a copy of the Notice of Lodgment that includes the eFiling Transaction ID# noted in the upper right hand corner.

Unless otherwise required by law, per CRC 1.20(b) only the last four digits of a social security or financial account number may be reflected in court case filings. Exclusion or redaction is the responsibility of the filer, not the clerk, CRC 1.20(b)(3). Failure to comply with this requirement may result in monetary sanctions, CRC 2.30(b).

Proposed filings, such as proposed court orders and amended complaints, should be submitted as an exhibit and then re-submitted as a separate and new eFiling transaction after the Court has ruled on the matter to which the proposed document applies. See also CRC 3.1312.

Any document filed electronically shall be considered as filed with the Clerk of the Superior Court when it is first transmitted to the vendor and the transmission is completed, except that any document filed on a day that the court is not open for business, or after 5:00 p.m. (Pacific Time) on a day the court is open for business, **shall be deemed to have been filed on the next court day.**

Please be advised that you must schedule a motion hearing date directly with the Independent Calendar Department. A motion filed without an appointment, even when a conformed copy of the filing is provided by the court, is not scheduled and the hearing will not occur.

If a hearing is set within 2 court days of the time documents are electronically filed, litigant(s) must provide hard copies of the documents to the court. Transaction ID numbers must be noted on the documents to the extent it is feasible to do so. Hard copies for Ex Parte hearings must be delivered directly to the department on or before 12 Noon the court day immediately preceding the hearing date.

An original of all documents filed electronically, including original signatures, shall be maintained by the party filing the document, pursuant to CRC 2.257.

DOCUMENTS INELIGIBLE FOR ELECTRONIC FILING The following documents are **not eligible for eFiling** in cases subject to either mandatory or permissive filing, and shall be filed in paper form:

- Safe at Home Name Change Petitions
- Civil Harassment TRO/RO
- Workplace Violence TRO/RO
- Elder Abuse TRO/RO
- Transitional Housing Program Misconduct TRO/RO
- School Violence Prevention TRO/RO
- Out-of-State Commission Subpoena
- Undertaking/Surety Bonds
- Request for Payment of Trust Funds
- Writs
- Notice of Appeal of Labor Commissioner
- Abstracts
- Warrants
- Settlement Conference Briefs (to be lodged)
- Confidential documents lodged conditionally under seal

The following documents **may be filed in paper form**, unless the court expressly directs otherwise:

- Documents filed under seal or provisionally under seal pursuant to CRC 2.551 (although the motion to file under seal itself must be electronically filed)
- Exhibits to declarations that are real objects, i.e., construction materials, core samples, etc. or other documents, i.e. plans, manuals, etc., which otherwise may not be comprehensibly viewed in an electronic format may be filed in paper form

DOCUMENTS DISPLAYED ON THE PUBLIC-FACING REGISTER OF ACTIONS

Any documents submitted for eFiling (and accepted) will be filed and displayed on the San Diego Superior Court's public-facing Register of Actions with the exception of the following documents:

- CASp Inspection Report
- Confidential Cover Sheet False Claims Action
- Confidential Statement of Debtor's Social Security Number
- Financial Statement
- Request for Accommodations by Persons with Disabilities and Court's Response
- Defendant/Respondent Information for Order Appointing Attorney Under Service Members Civil Relief Act
- Request to Waive Court Fees
- Request to Waive Additional Court Fees

Documents not included in the list above, that are intended to be kept confidential, should NOT be eFiled with the court.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	FOR COURT USE ONLY
STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	
PLAINTIFF(S): Anastasia Nycum	
DEFENDANT(S): Ford Motor Company	
SHORT TITLE: ANASTASIA NYCUM VS FORD MOTOR COMPANY [IMAGED]	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2013-00060511-CU-BC-CTL

Judge: John S. Meyer Department: C-61

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- ☐ Mediation (court-connected)
- ☐ Mediation (private)
- ☐ Voluntary settlement conference (private)
- ☐ Neutral evaluation (private)
- ☐ Non-binding private arbitration
- ☐ Binding private arbitration
- ☐ Non-binding judicial arbitration (discovery until 15 days before trial)
- ☐ Non-binding judicial arbitration (discovery until 30 days before trial)
- ☐ Other (*specify e.g., private mini-trial, private judge, etc.*): _____

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: *(Name)* _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____ Date: _____

Name of Plaintiff Name of Defendant

Signature Signature

Name of Plaintiff's Attorney Name of Defendant's Attorney

Signature Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 08/01/2013 JUDGE OF THE SUPERIOR COURT

PE13-003.4 000907LC

FILED
Clerk of the Superior Court
JAN 03 2013
By: Amy Kellers

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

IN RE PROCEDURES REGARDING ELECTRONIC FILING	GENERAL ORDER OF THE PRESIDING DEPARTMENT ORDER NO. 010313

THIS COURT FINDS AND ORDERS AS FOLLOWS:

On August 1, 2011, the San Diego Superior Court ("court") began an Electronic Filing and Imaging Pilot Program ("Program") designed to reduce paper filings and storage, facilitate electronic access to civil court files and, in Phase Two, allow remote electronic filing ("E-File" or "E-Filing") of papers in civil cases. The ultimate goal of the Program is to create a paperless or electronic file in all civil cases, as well as in other case categories.

Phase One of the Program, described in General Order: *In re Procedures Regarding Electronically Imaged Court Records, Electronic Filing, and Access to Electronic Court Records*, involved the court's scanning of papers in newly filed cases in designated divisions and departments (the "Imaging Project"). Phase Two of the Program is the implementation of electronic filing by counsel and parties through the court's E-File Service Provider.

Electronic filing under Phase Two of the Program will initially be limited to the Central Civil Division only. Probate and North County Civil Divisions of the Superior Court

are excluded from Phase Two of the Program. This General Order relates to Phase Two, and supplements General Order: *In re Procedures Regarding Electronically Imaged Court Records, Electronic Filing, and Access to Electronic Court Records.*

Permissive E-Filing will begin January 7, 2013 in predetermined non-mandated civil cases in the Central Division, and expand as resources permit. Beginning March 4, 2013, E-Filing will be mandatory in certain types of cases. Further information on these initiatives can be found on the court's website, at www.sdcourt.ca.gov.

Filing and service of documents by electronic means is governed by Code of Civil Procedure Section 1010.6 and California Rules of Court ("CRC"), rules 2.250 et seq. and CRC 2.30. In addition, the San Diego Superior Court's specific requirements for E-Filing are available on the court's website. Litigants and attorneys electronically filing documents must comply with all applicable rules and requirements.

GENERAL E-FILING REQUIREMENTS

Documents can only be electronically filed through the court's electronic service provider (the "Provider"). E-File Provider information is available on the court's website.

Any document filed electronically shall be considered as filed with the Clerk of the Superior Court when it is first transmitted to the Provider and the transmission is completed, except that any document filed on a day that the court is not open for business, or after 5:00 p.m. (Pacific Time) on a day the court is open for business, shall be deemed to have been filed on the next court day.

Pursuant to Government Code section 68150 and California Rules of Court, rule 2.504, electronic documents, whether imaged by the court or filed by the parties, are certified as official records of the court.

Additional and more specific information on electronic filing can be found on the court's website.

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This Order shall expire on December 31, 2013, unless otherwise ordered by this court.

IT IS SO ORDERED.

Dated: January 3, 2013

Robert Trentacosta

ROBERT J. TRENTACOSTA
Presiding Judge

Case Print Report

Case Number CAS-2828866-K0G4C2

Case Opened Date 7/17/2013 7:30 PM

Case Closed Date

Case Status Active

Case Last Modified 8/8/2013 2:19 PM

Responsible Team Tier 2 CCT

Case Classification Dealer - Vehicle Concern > CSM Assistance Request > Parts Assistance

Customer Name [redacted]

Customer Number 10374845150

[redacted]

SAN DIEGO CA [redacted]

Email [redacted]

Dealer Homer Heller Ford

VIN 1FMCU0GX9DU[redacted]

Year 2013 **Make** FORD

Model ESCAPE **Body Style** U0G - SE 4X2 4-DR

Symptom

Level 1 Driver Aides & Information

Level 2 Warning Indicators/Messages/Chimes

Level 3 Service Engine Soon (engine image)

Level 4 Stays On

Case Print Report

Case Number CAS-2828866-K0G4C2

Agent Name	Note Last Modified
Lesley Irby	7/18/2013 5:56 PM

PACO
Part#
Cor/Dor#
emergency order#

is veh down?
is custoemr is rental?
when was RO opened?

The vehicle has been down since 6/12/13
the client is in a loaner

Lesley Irby 7/19/2013 12:20 PM

emailed randy again at dealer asking for part info so we can escalate it for them

Lesley Irby 7/19/2013 12:20 PM

dealer asking csm to contact customer

[redacted] contact number is [redacted]

OBC to customer and left a vm for her advised of role and reason for call and provided case and call back number

emailed dealer -- randy asking for part info so we can escalate the part

Lesley Irby 7/19/2013 3:00 PM

PACO#4727954
Part# CJ5Z 606E
Cor/Dor# 05631
emergency order# FU8206

is veh down? YES
is customer is rental? YES
when was RO opened? 06/12/13

Case Print Report

Case Number CAS-2828866-K0G4C2

Lesley Irby 7/19/2013 6:04 PM

inbound call from customer (((best number to call --- [redacted]))))

this car is not even a year old yet and this is her 1st american car and she put her faith in ford
she had to dealer with the recalls and a coolant buypass to dealer with
she has been in the dealer more time than she has driven it

the dealer has advised that she needs a new engine on june 12th ==== she got a rental car
it is very disruptive for her not having her car = the rental is not conveneint but it is 4 wheels and she sint complaining
she has made 2 car payments since the car has been in the shop
she feels ford has dropped the ball and could not understand why this is taking so long
she is really unhappy

the dealership has been great = she feels they are on her side = they tell her in plain terms what is going on

customer is looking for an update per parts sme == no ETA at this time

going to talk with custoemr next wed ==== customer may go buyback
wants a replacement veh at this time

Lesley Irby 7/24/2013 1:37 PM

per parts SME === no ETA on this part === awaiting a back ordered components and no ETA on this

emailed randy at dealer asking for accounting copies of RO's and provided update on part

Lesley Irby 7/24/2013 2:52 PM

OBC to customer on [redacted]

left a vm === advised no ETA for the engine

advised have already requested some documentation from dealer so that we may review her request for a buyback

Lesley Irby 7/25/2013 7:23 PM

emailed randy at dealer asking for the RO's

Lesley Irby 7/26/2013 3:04 PM

Lesley Irby 8/2/2013 11:14 AM

reviewing buyback request for customer

Jake Doss 8/6/2013 8:39 PM

RAV Approved

Case Print Report

Case Number CAS-2828866-K0G4C2

Lesley Irby 8/7/2013 4:36 PM

OBC to customer on [redacted]

left a vm for the customer

advised customer we have honoured her request and will be buying back her veh
advised customer to review the BBB webiste before calling csm lesley back
please call back to discuss next steps

Case Print Report

Case Number CAS-2828866-K0G4C2

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
FordCRMAppUserAccount CRM	7/19/2013 3:12 PM	email	Parts SME Assistance Request Assignment for Case - CAS-2828866-K0G4C2 CRM:00008000002281
Lesley Irby	7/19/2013 6:04 PM	fmc_schedulefollowup	call dealer/customer
Lesley Irby	7/24/2013 2:53 PM	fmc_schedulefollowup	call cust
Lesley Irby	7/25/2013 7:23 PM	fmc_schedulefollowup	ro's
Lesley Irby	8/2/2013 11:14 AM	fmc_schedulefollowup	ro's
Lesley Irby	8/2/2013 11:14 AM	fmc_schedulefollowup	buyback?
Chris Spaulding	8/8/2013 2:19 PM	fmc_partsescalation	Parts SME Assistance Request

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder File Report To A Folder Exists in Folder(s)

Add Comments Previous Next Save Mail Report Download Options

Report Detail Section : View Details Attachments: 0

Report# :	DFMGE005 NHL			**Received:**	06/13/2013
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2013,ESCAPE 4X2 (2013 -) ,SE ,4X2 ,MPV ,1FMCU0GX9DU[redacted]			**Build Date:**	06/29/2012
Odometer :	10,479 M	**Engine:**	1.6L 170PS	**Calibration:**	DM21A10A
Transmission:	6SP 6F MID	**Axle:**	3.21 RATIO	**A/C:**	YES
Dealer:	USA 05438 Homer Heller Ford			**Phone#:**	(760) 745-3361
City:	Escondido	**State:**	California	**Country :**	USA

Originator: ADAM CLARK
Symptom: 2 27 Q 68 AID/INFO,WNG IND/MESS/C,ENGINE IMAGE,STAYS ON
Status:
VFG: V29 CHECK ENGINE LIGHT
Additional Symptom: CHECK ENGINE LIGHT
Fix: **Causal Component :**
Condition Code:

Hotliner: BGRAHA43 **Phone:** 313 248-8050 **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: **Phone:** **Title Cde:** T

KOEO:
KOEC:
KOER:
Comments:

REPAIR 06/13/2013 04:04PM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CHECK ENGINE LIGHT ON DIAGNOSTICS: SCANNED FOR COEDS, CLEARED AND KOER, PASSED. CHECKED OASIS PARTS REPLACED: NONE TECH QUESTION: I HAD 4 INTAKE CAM SENSOR CODES IN PCM. I CLEARED AND PERFORMED A KOER SELF TEST, PCM PASSED. IS THERE AN ISSUE WITH THESE?

RECOMM 06/13/2013 04:04PM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE
GOOD AFTERNOON ADAM, THERE ARE NO SPECIFIC IDENTIFIED CONCERNS LISTED ON THIS VEHICLE REGARDING THESE DTCS. HOWEVER, IT IS RECOMMENDED AT THIS TIME TO CHECK FOR ANY CMP CIRCUIT CONCERNS SUCH AS CHAFFING, INTERMITTENT OPENS OR PIN FITMENT CONCERNS. IF A CIRCUIT CONCERN IS DETECTED, REPAIR BY OVERLAYING THE SUSPECT CIRCUIT PIN TO PIN (WITH NEW PINS) AND RE-EVALUATE THE CHECK ENGINE LIGHT CONCERN. IF A CIRCUIT CONCERN HAS NOT BEEN DETECTED, CONTINUE ATTEMPTING TO DUPLICATE THE CONCERN. IF THE CONCERN IS DUPLICATED, PROCEED WITH PERFORMING PINPOINT TEST HX FOR FURTHER DIAGNOSTIC ASSISTANCE.

REPAIR 06/13/2013 06:29PM CURTIS POSCHEL MSS - FCSD - TECH SVC HOTLINE
THANK YOU FOR YOUR REPLY. I OVER LOOKED NOT CHECKING THE OIL. THE OIL WAS NEVER CHANGED IN THIS VEHICLE YET AND IT WAS 3 QUARTS LOW ON OIL. LOW OIL CAUSING CODES TO SET.

RECOMM 06/13/2013 06:29PM CURTIS POSCHEL MSS - FCSD - TECH SVC HOTLINE
HI ADAM, THANK YOU FOR UPDATING THE FORM. PLEASE FEEL FREE TO CONTACT THE HOTLINE IF FURTHER ASSISTANCE IS NEEDED. PLEASE FILL OUT THE SURVEY WHEN YOU GET A CHANCE.

REPAIR **06/14/2013 05:03PM DAVID STENDARDO(CCE) MSS - FCSD - VSP C/P SVC ENG**
WEB FORM DATA - CONCERN: ENGINE KNOCKS WHEN
ACCELERATED DIAGNOSTICS: VERIFIED NOISE ON ACCEL. SOUND LIKE ROD
KNOCK/BEARING FAILURE. REMOVED OIL FILTER AND CUT OPEN. FOUND
EXCESSIVE METAL/BEARING MATERIAL INSIDE. PARTS REPLACED:
NONE TECH QUESTION: VEHICLE WILL NEED TEARDOWN TO FIND ROOT CAUSE
OF BEARING FAILURE AND METAL THROUGH OUT OIL SYSTEM. VEHICLE CAME IN
AT 10,000 MILES FOR ITS FIRST OIL CHANGE. THE OWNERS MANUAL STATES 1
YEAR OR 10,000 MILES.

WILL THIS BE A COVERED
REPLACMENT UNDER BASE WARRANTY? NEXT STEP?

RECOMM **06/14/2013 05:03PM DAVID STENDARDO(CCE) MSS - FCSD - VSP C/P SVC ENG**
ROB, THE INTELLIGENT OIL LIFE MONITOR INTERVAL CAN GO UP TO
1YR/10,000. THE OIL SHOULD BE CHANGE BASED ON THE USE. IF THE
CUSTOMER'S USE FALLS WITHIN NORMAL USAGE, THEN THE INTERVAL COULD
SUGGEST A WARRANTABLE CONCERN. IF THE VEHICLE USAGE IS MORE SEVERE,
THEN THE OIL SHOULD BE CHANGED AT AN EARLIER INTERVAL. THE OWNER'S
MANUAL RECOMMENDS THE OWNER CHECK THE OIL EVERY MONTH. THE VALVE
COVER SHOULD BE CHECKED FOR ANY SIGNS OF SLUDGE UNDERNEATH AS THIS IS
A PRIMARY INDICATOR OF LACK OF MAINTENANCE. TO BETTER ASSIST YOU ON
THIS WARRANTY RELATED QUESTION, THE TECHNICAL SERVICE HOTLINE
RECOMMENDS THAT YOU REFER TO THE DEALERSHIP WARRANTY ADMINISTRATOR,
THE WARRANTY AND POLICY MANUAL, OR YOU MAY CONTACT THE WARRANTY
ASSISTANCE CENTER FOR CLARIFICATION.

REPAIR **06/14/2013 07:29PM DAVID ROWE MSS - FCSD - TECH SVC HOTLINE**
THANKS FOR THE INFORMATION

RECOMM **06/14/2013 07:29PM DAVID ROWE MSS - FCSD - TECH SVC HOTLINE**
HI ROB, YOU ARE WELCOME. IF FURTHER ASSISTANCE IS NEEDED, PLEASE
FEEL FREE TO UPDATE THIS FORM.

REPAIR **06/19/2013 01:48PM JAMES KOLTZ MSS - FCSD - TECH SVC HOTLINE**
I REMOVED VALVE COVER AND FOUND NO SLUDGE. I REMOVED CAM CAPS I FOUND
SCORING ON #2 AND #4 INTAKE CAPS AND ON #3 EXHAUST CAP. I THEN REMOVED

OIL PAN AND INSPECTED FOUND MAJOR BEARING MATERIAL AND REMOVED CONNECTING ROD CAPS, FOUND CYLINDER #2 ROD BEARING WITH MAJOR WEAR. I MEASURED CRANKSHAFT END PLAY AND FOUND IT OUT OF SPECIFICATION(.017) MEASSURED(.04). I WILL NEED TO REPLACE LONG BLOCK DUE TO CAMSHAFT SCORING AND CRANKSHAFT BEARING WEAR. IS IT RECOMMENDED TO REPLACE TURBO CHAHRGER DUE TO THE AMOUNT OF BEARING MATERIAL IN OILING SYSTEM?

RECOMM **06/19/2013 01:48PM JAMES KOLTZ MSS - FCSD - TECH SVC HOTLINE**

THANKS FOR THE UPDATE ROB, AS THERE DOES NOT APPEAR TO BE AN INLINE FILTER ON THIS APPLICATION, IT WOULD BE RECOMMENDED TO CHECK THE TURBO FOR SHAFT PLAY OR LEAKS AND SERVICE AS NECESSARY. THIS INSPECTION IS COVERED IN WORKSHOP MANUAL SECTION 303-04D. IF THE TURBO PASSES, REPLACEMENT WILL NOT BE NECESSARY AT THIS TIME.

Download Options

ADD-ON **06/19/2013 01:48PM JAMES KOLTZ MSS - FCSD - TECH SVC HOTLINE**

CONSULTED SFERRET

Folder Number: File Report To This Folder File Report To A Folder Exists in Folder(s)

Add Comments Previous Next Save Mail Report

Requester: AMCCLE10 13-Aug-2013

Report Summary **Ford Proprietary, Private** **Retention:** None

Server: FCVWS962

[redacted]

DAVID J. GORBERG & ASSOCIATES, P.C.
32 PARKING PLAZA
SUITE 700
ARDMORE, PA 19003

1-800-MY-LEMON
1-800-695-3666

215-665-7660
FAX 215-563-8738

www.MyLemon.com

DAVID J. GORBERG†
LAURA L. APPLEGATE
COURTNEY L. SOFIA*
EDWARD B. FEINER*

*MEMBER OF PA AND NJ BARS
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NEW JERSEY OFFICE
208 KINGS HIGHWAY SOUTH
CHERRY HILL, NJ 08034
(856) 354-2119

PITTSBURGH OFFICE
1900 ALLEGHENY BLDG.
429 FORBES AVENUE
PITTSBURGH, PA 15219
412-894-9970
FAX 412-894-9983

December 20, 2012

Ford Motor Company
c/o CT Corporation
116 Pine Street
Suite 320
Harrisburgh, PA 17101

RE: [redacted] vs Ford Motor Company
DOCKET # 121203006

Dear Sir/Madam:

Pursuant to the current Rules of Civil Procedure, we enclose herein the copy of the Civil Action Complaint, the original of which has been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within twenty (20) days from your receipt of this letter or a default judgment may be entered against you.

Very truly yours,

DAVID J. GORBERG

DJG/mk
Enclosure

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

RECEIPT NO.: 7011 3500 0000 1161 3658

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)
DECEMBER 2012 003006
E-Filing Number: 1212031246

PLAINTIFF'S NAME	DEFENDANT'S NAME
JAMIE PALMER	FORD MOTOR COMPANY
PLAINTIFF'S ADDRESS 6349 COTTAGE STREET PHILADELPHIA PA 19135	DEFENDANT'S ADDRESS C/O CT CORPORATION 116 PINE STREET SUITE 320 HARRISBURG PA 17101
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS	TOTAL NUMBER OF DEFENDANTS	COMMENCEMENT OF ACTION
1	1	☒ Complaint ☐ Petition Action ☐ Notice of Appeal ☐ Writ of Summons ☐ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY	COURT PROGRAMS			
☒ $50,000.00 or less ☐ More than $50,000.00	☒ Arbitration ☐ Jury ☐ Non-Jury ☐ Other:	☐ Mass Tort ☐ Savings Action ☐ Petition	☐ Commerce ☐ Minor Court Appeal ☐ Statutory Appeals	☐ Settlement ☐ Minors ☐ W/D/Survival

CASE TYPE AND CODE
10 - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

FILED
PRO PROTHY
DEC 20 2012
S. GARRETT

IS CASE SUBJECT TO COORDINATION ORDER?
YES NO

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: JAMIE PALMER

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY		ADDRESS
DAVID J. GORBERG		32 PARKING PLAZA SUITE 700 ARDMORE PA 19003
PHONE NUMBER (215)665-7660	FAX NUMBER (215)563-8738	
SUPREME COURT IDENTIFICATION NO. 53084		E-MAIL ADDRESS mkahlan@mylemon.com
SIGNATURE OF FILING ATTORNEY OR PARTY *DAVID GORBERG*		DATE SUBMITTED Thursday, December 20, 2012, 11:30 am

FINAL COPY (Approved by the Prothonotary Clerk)

USTED DEBE COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:30 AM - [illegible]
You [illegible] the notice below. USTED TODAVIA DEBE CUMPLIR CON EL AVISO PARA DEL[illegible]
This [illegible] by a Board of Arbitrators at the time, date and place specified but if one or more [illegible] present
at the [illegible] may be heard at the same time and date before a judge of the court without the absent [illegible] or [illegible]
Term [illegible] and decree nisi in each case shall be a decision entered by a judge

DAVID J. GORBERG & ASSOCIATES, P.C.
BY:
IDENTIFICATION NO.
700 TIMES BUILDING
SUBURBAN SQUARE
ARDMORE, PA 19003
(215) 665-7660

ATTORNEY FOR

JAMIE PALMER
6349 Cottage Street
Philadelphia, PA 19135
VS.
FORD MOTOR COMPANY
c/o CT Corporation
116 Pine Street
Suite 320
Harrisburg, PA 17101

COURT OF COMMON PLEAS
DIVISION

TERM,

No.

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
One Reading Center
1101 Market Street
Philadelphia, Pennsylvania 19107
(215) 238-6333

AVISO

Le han demandado en corte. Si usted desen defender contra las demandas dispuestas en las páginas siguientes, usted debe tomar la acción en el plazo de veinte (20) días después de esta queja y se sirve aviso, incorporando un aspecto escrito personalmente o y archivando en escribir con la corte sus defensas u objeciones a las demandas dispuestas contra usted el abogado le advierte que si usted no puede hacer así que el caso puede proceder sin usted y un juicio se puede incorporar contra usted compra la corte sin aviso edicional para cualquier dinero demandado en la queja o para cualquier otro demanda o relevación pedida por el demandante. Usted puede perder el dinero o la caracteristica de otra endereza importante a usted.

USTED DEBE LLEVAR ESTE PAPEL SU ABOGADO INMEDIATAMENTE. SI USTED NO HACE QUE UN ABOGADO VAYA A O LLAME POR TELÉFONO LA OFICINA DISPUESTA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED LA INFORMACIÓN SOBRE EMPLEAR A UN ABOGADO. SI USTED NO PUEDE PERMITIRSE AL HIRE A UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACIÓN SOBRE LAS AGENCIAS QUE LOS SERVICIOS JURIDICOS DE LA OFERTA DE MAYO A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGUN HONORARIO.

SERVICIO DE REFERENCIA LEGAL
One Reading Center
1101 Market Street
Filadelfia, Pennsylvania 19107
Teléfono: (215) 238-6333

Case ID: 121203006

DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG
Identification No.: 53084
32 Parking Plaza
Suite 700
Ardmore, PA 19003
215-665-7660

Attorney for Plaintiff

Jamie Palmer
6349 Cottage Street
Philadelphia, PA 19135

COURT OF COMMON PLEAS

vs.

Philadelphia

Ford Motor Company
C/O CT CORPORATION
116 PINE STREET
SUITE 320
HARRISBURG PA 17101

COMPLAINT

1. Plaintiff, Jamie Palmer, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing 6349 Cottage Street, Philadelphia, PA 19135

2. Defendant, Ford Motor Company is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania and can be served c/o CT Corporation, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

Control No. 121203006

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about November 2009, Plaintiff purchased a new 2010 Mercury Mariner (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 4M2CN8BG3AKJ03131. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled more than $30,000.00.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about November 2009, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of but was not limited to, 7x for front end problems. Copies of repair receipts are attached hereto and marked as Exhibit "A".

10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for

Case ID: 121203006

the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

18. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

19 Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

20. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

21. Plaintiff uses the subject product for personal, family and household purposes.

22. By the terms of the express written warranties referred to in this Complaint,

Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

23. Defendant failed to make effective repairs.

24. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

25. Section 15 U.S.C. §2310 (d) (1) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

26. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT II
UNIFORM COMMERCIAL CODE

27. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

28. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

29. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

30. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

31. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

32. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

33. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

34. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

Case ID: 121203006

35. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

36. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers Defendant's failure to comply with the terms of the written warranty constitutes an unfair method of competition.

37. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY:/s/ David J. Gorberg
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

Case ID: 121203006

VERIFICATION

The undersigned, after having read the attached pleading verifies that the within Civil Action Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that he has read the within Civil Action Complaint and that they are true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the Civil Action Complaint are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X /S/ David J. Gorberg
DAVID J. GORBERG

Date: _____

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: OCT 31, 2013 VALID: 10/28/12

PLATE: [redacted]
TITLE: [redacted] PA
VIN: 4M2CN8BG3AK[redacted]
YR/MAKE: 2010 MERCURY
TYPE: SW
WID: 12302 2600 034228-001

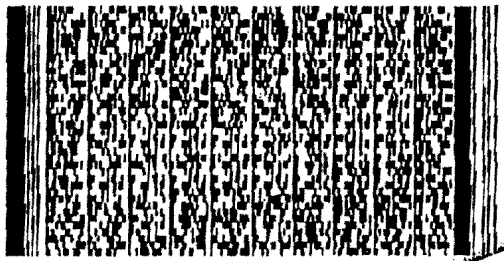
EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: PHILADELPHIA

[redacted]

PHILADELPHIA PA [redacted]

[redacted]

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.



Case ID: 121203006

CHEVROLET LINCOLN Mercury JAGUAR SUBARU

REEDMAN TOLL AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER Jeep DODGE RAM FIAT mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	
272251	JOHNNY WAI LUN YEU 4405	3131	02/17/11	LICS52184
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE: 13,837		COLOR: GLD LEAF ME	STOCK NO.: 1000596
PHILADELPHIA, PA [redacted]	YEAR / MAKE / MODEL: 10/MERCURY TRUCK/MARINER/4DR WGN FWD		DELIVERY DATE: 11/10/09	DELIVERY MILES: 10
[redacted]	VEHICLE I.D. NO.: 4 M 2 C N 8 B G 3 A K [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		02/17/11	
[redacted]	COMMENTS: E# 99G		DATE COMPLETED	MILEAGE OUT: MO: 13837

[STATE INSP MON] 9

JOB# 1 CHARGES----------

LABOR----------

J#1 24LIZ AUTO TRANSMISSION HOURS: TECH(S):3841 0:00

CUSTOMER STATES WHEN THE VEHICLE IS COLD, VEHICLE BANGS AND CAN NOT GO ABOUT 20 MILES PER HR. AFTER THE VEHICLE WARMS UP VEHICLE GOES INTO GEAR BUT STILL HAS A HARSH ENGAGEMENT PARTS HAVE BEEN SPECIAL ORDERED FOR YOUR VEHICLE.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	0	9L8Z-3A427-D	SHAFT -		WARRANTY
PART ON SPECIAL ORDER					
		** QUANTITY 1 IS SPECIAL ORDERED **			
			TOTAL - PARTS		0.00

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------

J#2 99LIZ RECALL/CAMPAIGN HOURS: 0:60 TECH(S):3841 WARRANTY

PERFORM CAMPAIGN/RECALL
PERFORMED RECALL 10B15

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

TOTALS----------

```
*********************************************************************
* NEXT RECOMMENDED SERVICE:                                         *
* 03/31/2011 / 15000 MI 01LIZ015        15,000 MILE SERVICE         *
*********************************************************************
```

```
*********************************************
*                                           *
*  [ ] CASH    [ ] CHECK    CK NO. [      ]  *
*                                           *
*  [ ] VISA    [ ] MASTERCARD   [ ] DISCOVER *
*                                           *
*  [ ] AMER XPRESS    [ ] OTHER    [ ] CHARGE *
*                                           *
*********************************************
```

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

PLEASE BE SURE TO GIVE THE CASHIER YOUR EMAIL ADDRESS BEFORE YOU LEAVE. THANKS

REEDMAN TOLL AUTO WORLD

REEDMAN TOLL BODY SHOP

OPEN

M-F 7:30 AM to 6:00 PM

Sat 7:30 AM to 1:00 PM

Estimators available 6 days a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL DISAPPEARING DEDUCTIBLE

Reedman Toll would like to pay for your deductible - up to $500**

**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

[CONTINUED ON NEXT PAGE]

10:07am

The Reynolds and Reynolds Company ERANKTBLUE CC560196 Q (03/11)

SF659008 Q (02/12)

Case ID: 121203006

PE13-003.4 000932LC

CHEVROLET
LINCOLN
Mercury
JAGUAR
SUBARU

REEDMAN TOLL
AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER
Jeep
DODGE
RAM
FIAT
mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
272251	JOHNNY WAI LUN YEU 4405	3131	02/17/11	LICS52184

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		13,837	GLD LEAF ME	1000596

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

F.T.E. NO.	P.O. NO.	
		02/17/11

COMMENTS	DATE COMPLETED	MILEAGE OUT
E# 99G		MO: 13837

[redacted]
PHILADELPHIA, PA [redacted]
[redacted]

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

REEDMAN TOLL
AUTO WORLD
02/17/11

REEDMAN TOLL BODY SHOP
OPEN
M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM

Estimators available 6 days a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL
DISAPPEARING DEDUCTIBLE
Reedman Toll would like to pay for your deductible - up to $500**

**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

The Reynolds and Reynolds Company ERAINTS1146 CC660196 Q (03/11)

 CUSTOMER COPY [END OF INVOICE] 10:07am

SF659003 Q (6/08)

Case ID: 121203006

PE13-003.4 000933LC

CHEVROLET LINCOLN Mercury JAGUAR SUBARU

REEDMAN TOLL AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER Jeep DODGE RAM FIAT mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	
272251	JOHNNY WAI LUN YEU 4405	3131	03/09/11	LICS53887
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE 14,070		COLOR GLD LEAF ME	STOCK NO. 1000596
PHILADELPHIA, PA [redacted]	YEAR/MAKE/MODEL 10/MERCURY TRUCK/MARINER/4DR WGN FWD		DELIVERY DATE 11/10/09	DELIVERY MILES 10
[redacted]	VEHICLE I.D. NO. 4 M 2 C N 8 B G 3 A K [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.T.E. NO. / P.O. NO.		02/24/11	
[redacted]	COMMENTS E# 99G		DATE COMPLETED	MILEAGE OUT MO: 14074

[STATE INSP MON] 9

JOB# 1 CHARGES----------

LABOR----------

J#.1.10LIZ DRIVEABILITY CONCERN HOURS: 2.00 TECH(S) 3841 WARRANTY

CUSTOMER STATES WHEN THE VEHICLE IS COLD, VEHICLE BANGS AND CAN NOT GO ABOUT 20 MILES PER HR. AFTER THE VEHICLE WARMS UP VEHICLE GOES INTO GEAR BUT STILL HAS A HARSH ENGAGEMENT
SOP PART
102111B 2.
DIAG AND VERIFIED CONCERN. FOUND FLUID IS LOW. CHECKED LEFT FRONT AXLE SEAL AND FOUND RELATED TO TSB 102111B. REPLACED LEFT FRONT AXLE SEAL, BUSHING AND AXLE. FILLED AND POST ROAD TESTED. OK AT THIS TIME.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	AL8Z-7D25-A	BUSHING		WARRANTY
	1	9L8Z-1177-A	SEAL		WARRANTY
	2	XT-10-QLVC	OIL - A		WARRANTY
	1	9L8Z-3A427-D	SHAFT -		WARRANTY
	1	XT-10-QLVC	OIL - A		WARRANTY
			TOTAL - PARTS		0.00

JOB# 1 TOTALS---------- 14,070

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------

J#.2.70LIZ03 RENTAL HOURS: 0.00 TECH(S) 9999 WARRANTY

RENTAL

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
	166263	1748D7304	03/10/11	RENTAL	WARRANTY
				TOTAL - SUBLET	0.00

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

REEDMAN TOLL AUTO WORLD

REEDMAN TOLL BODY SHOP

OPEN

M-F 7:30 AM to 6:00 PM

Sat 7:30 AM to 1:00 PM

Estimators available 6 days a week for free estimates

No appointment necessary

(215) 757-4961

REEDMAN TOLL DISAPPEARING DEDUCTIBLE

Reedman Toll would like to pay for your deductible - up to $500**

Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

The Reynolds and Reynolds Company ERANTSIME CC0801196 O (03/11)

SF659003 O (0/02)

CASE ID: T21203006

PE13-003.4 000934LC

CHEVROLET
LINCOLN
Mercury
JAGUAR
SUBARU

REEDMAN TOLL
AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER
Jeep
DODGE
RAM
FIAT
mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
272251	JOHNNY WAI LUN YEU 4405	3131	03/09/11	LIC553887

[redacted]
PHILADELPHIA, PA [redacted]
[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		14,070	GLD LEAF ME	1000596

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

F.T.E. NO.	P.O. NO.	DATE COMPLETED	MILEAGE OUT
		02/24/11	

COMMENTS	DATE COMPLETED	MILEAGE OUT
E# 99G		MO: 14074

TOTALS

* NEXT RECOMMENDED SERVICE: *
* 03/24/2011 / 15000 MI 01LIZ015 15,000 MILE SERVICE *

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

PLEASE BE SURE TO GIVE THE CASHIER YOUR
EMAIL ADDRESS BEFORE YOU LEAVE. THANKS

CUSTOMER SIGNATURE

DUPLICATE INVOICE

REEDMAN TOLL
AUTO WORLD

REEDMAN TOLL BODY SHOP
OPEN
M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM

Estimators available 6 days a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL
DISAPPEARING DEDUCTIBLE

Reedman Toll would like to pay for your deductible - up to $500**

**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

The Reynolds and Reynolds Company ERA/NTS14E CC660196 O (03/11)

 CUSTOMER COPY [END OF INVOICE] 10:07am

SF659003 O (10/12)

CASE ID: 121203006

CHEVROLET LINCOLN Mercury JAGUAR SUBARU

REEDMAN TOLL AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER Jeep DODGE RAM FIAT mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
272251	JOHNNY WAI LUN YEU 4405	3131	10/20/11	LICS108576

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		21,663	GLD LEAF ME	1000596

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

F.T.E. NO.	P.O. NO.

COMMENTS	DATE COMPLETED	MILEAGE OUT
E# 99G	10/19/11	MO: 21663

[redacted]
PHILADELPHIA, PA [redacted]
[redacted]

[STATE INSP MON] 9

JOB# 1 CHARGES----------

LABOR----------

J# 1 10LIZ DRIVEABILITY CONCERN HOURS: 0.00 TECH(S): 3841 0.00

CUSTOMER STATES RATTLING NOISE FROM FRONT RIGHT WHEN ACCELER
-ATING. ONLY WHEN ACCELERATING.
CANNOT DUPLICATE CUSTOMER CONCERN AT THIS TIME.

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------

J# 2 28LIZ AIR CONDITIONING HOURS: 0.00 TECH(S): 3841 0.00

CUSTOMER STATES WHEN USING A/C. VEHICLE HAS A MOLDY SMELL
COMING FROM VENTS
CANNOT DUPLICATE CUSTOMER CONCERN AT THIS TIME.

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES----------

LABOR----------

J# 3 10LIZ01 DRIVEABILITY CONCERN HOURS: 0.70 TECH(S): 3841 WARRANTY

CUSTOMER STATES WHEN DRIVING AROUND 30 MPH AND WHEN INITIAL
FIRST STARTING THE VEHICLE. HAS A SLIGHT HESITATION/JERK
999A .7
DIAG AND ROAD TESTED TO VERIFY HESTATION/JERK AT
30 MPH. PERFORMED STATIC SPEED TEST AND CHECKED
FLUID CONDITION. ALL OK AT THIS TIME.
NO CODES OR TSB FOUNDS ABOUT THIS CONCERN. NORMLA
AT THIS TIME.

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX LICS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES----------

LABOR----------

J# 4 20LIZ99P QUALITY CARE CHECK HOURS: 0.00 TECH(S): 3841 0.00

PERFORM QUALITY CARE MAINTENANCE CHECK
QUALITY CARE MAINTENANCE CHECK COMPLETED

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX LICS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------

J# 5 70LIZ03 RENTAL HOURS: TECH(S): 9999 WARRANTY

RENTAL

REEDMAN TOLL AUTO WORLD

REEDMAN TOLL BODY SHOP
OPEN
M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM

Estimators available 6 days a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL DISAPPEARING DEDUCTIBLE
Reedman Toll would like to pay for your deductible - up to $500**

**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

[CONTINUED ON NEXT PAGE]

The Reynolds and Reynolds Company EDAMTS114E CC0601196 O (03/11)
SF559.03 O (4/94)

CHEVROLET
LINCOLN
Mercury
JAGUAR
SUBARU

REEDMAN TOLL
AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER
Jeep
DODGE
RAM
FIAT
mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
272251	JOHNNY WAI LUN YEU 4405	3131	10/20/11	LICS108576

[redacted]
PHILADELPHIA, PA [redacted]
[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		21,663	GLD LEAF ME	1000596

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

F.T.E. NO.	P.O. NO.	
		10/19/11

COMMENTS	DATE COMPLETED	MILEAGE OUT
E# 99G		MO: 21663

SUBLET-----PO#--------VEND INV#-INV.DATE-DESCRIPTION----------
181555 1748D7337 10/21/11 RENTAL WARRANTY
TOTAL - SUBLET 0.00

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX LICS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES----------

LABOR----------
J#.6+71LIZ02 PA INSP/ENHANCED IM HOURS: TECH(S):3841 74.95
CUSTOMER REQUESTS PA INSPECTION AND ENHANCED EMISSIONS TEST
PERFORMED PA INSPECTION AND ENHANCED EMISSIONS TEST
IM18007610--AI19321335
TIRES - 8/32 ALL AROUND
BRAKES - 7/8 F 5/8 R

MISC------CODE--------DESCRIPTION----------CONTROL NO---------
PAL PA INSPECTION STICKERS-LINC 5.00
L612 FREE-PA STATE INSPECTION -30.00
TOTAL - MISC -25.00

JOB# 6 TOTALS----------
LABOR 74.95
MISC -25.00

JOB# 6 JOURNAL PREFIX LICS JOB# 6 TOTAL 49.95

JOB# 7 CHARGES----------

LABOR----------
J#.7+00LIZ17 THE WORKS HOURS: TECH(S):3841 29.95
PERFORM THE WORKS SERVICE
C001714279
12.00
PERFORMED OIL & FILTER CHANGE, ROTATE AND INSPECT FOUR TIRES
INSPECT BRAKE SYSTEM, TEST BATTERY, CHECK AIR & CABIN FILTER
CHECK BELTS & HOSES, TOP OFF ALL FLUIDS

PARTS------QTY---FP-NUMBER----------DESCRIPTION----------UNIT PRICE-
1 PK6 500-6/20 20.00 20.00
1 FL-500-SB12 FILTER **** ****
6 5W20 5W20 OI **** ****
TOTAL - PARTS 20.00

MISC------CODE--------DESCRIPTION----------CONTROL NO---------
L103 UNIVERSAL MAINT CPN-WILL PAY 78563 -12.00
L100Z REEDMAN TOLL MAINT-L/M (ZURICH) -37.95
TOTAL - MISC -49.95

JOB# 7 TOTALS----------
LABOR 29.95
PARTS 20.00
MISC -49.95

JOB# 7 JOURNAL PREFIX LICS JOB# 7 TOTAL 0.00

REEDMAN TOLL
AUTO WORLD
10/20/11 LICS108576

REEDMAN TOLL
BODY SHOP
OPEN
M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM
Estimators available 6 days a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL
DISAPPEARING DEDUCTIBLE
Reedman Toll would like to pay for your deductible - up to $500**
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[CONTINUED ON NEXT PAGE]

The Reynolds and Reynolds Company ERANTBINE CC660196 Q (03/11)
SF650063 Q (03/11)
Case ID: 121205006

CHEVROLET LINCOLN Mercury JAGUAR SUBARU

REEDMAN TOLL
AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER Jeep DODGE RAM FIAT mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
272251	JOHNNY WAI LUN YEU 4405	3131	10/20/11	LICS108576

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		21,663	GLD LEAF ME	1000596

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

E.T.E. NO.	P.O. NO.	
		10/19/11

COMMENTS	DATE COMPLETED	MILEAGE OUT
E# 99G		MO: 21663

[redacted]
PHILADELPHIA, PA [redacted]
[redacted]
[redacted]

JOB# 8 CHARGES----------

LABOR----------
J#8+20LIZGBATT BATTERY TEST GOOD HOURS: TECH(S):3841 0.00
BATTERY TESTED AND PASSED AT THIS TIME.

JOB# 8 TOTALS----------

JOB# 8 JOURNAL PREFIX LICS JOB# 8 TOTAL 0.00

JOB# 9 CHARGES----------

LABOR----------
J#9+20LIZGTIRE TIRES CHECKED & OK HOURS: TECH(S):3841 0.00
TIRES CHECKED & OK
TREAD REMAINING.7/32 OR GREATER

JOB# 9 TOTALS----------

JOB# 9 JOURNAL PREFIX LICS JOB# 9 TOTAL 0.00

JOB# 10 CHARGES----------

LABOR----------
J#10+20LIZYBK BRAKES MARGINAL HOURS: TECH(S):3841 0.00
BRAKES CHECKED: MARGINAL
IF DISC:3MM-5MM
IF DRUM:1.01MM-2MM

JOB# 10 TOTALS----------

JOB# 10 JOURNAL PREFIX LICS JOB# 10 TOTAL 0.00

TOTALS----------

****
* NEXT RECOMMENDED SERVICE: *
* 10/19/2011 / 21663 MI 01LIZ020 20,000 MILE SERVICE *
****

****
* [ ] CASH [ ] CHECK CK NO. [ ] *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *
****

TOTAL LABOR....	104.90
TOTAL PARTS....	20.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	5.00
TOTAL MISC DISC	-79.95
TOTAL TAX.....	3.72
TOTAL INVOICE $	**53.67**

THANK YOU FOR YOUR BUSINESS!!

PLEASE BE SURE TO GIVE THE CASHIER YOUR EMAIL ADDRESS BEFORE YOU LEAVE. THANKS

REEDMAN TOLL AUTO WORLD

REEDMAN TOLL BODY SHOP
OPEN
M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM

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No appointment necessary
(215) 757-4961

REEDMAN TOLL DISAPPEARING DEDUCTIBLE
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**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

SF659023 O (03/2)

[CONTINUED ON NEXT PAGE]

The Reynolds and Reynolds Company EHUNTSWE CC3680186 O (03/11)

Case ID: 121203006

PE13-003.4 000938LC

CHEVROLET
LINCOLN
Mercury
JAGUAR
SUBARU

REEDMAN TOLL
AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER
Jeep
DODGE
RAM
FIAT
mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	
272251	JOHNNY WAI LUN YEU 4405	3131	10/20/11	LICS108576

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		21,663	GLD LEAF ME	1000596

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

F.T.E. NO.	P.O. NO.	
		10/19/11

COMMENTS	DATE COMPLETED	MILEAGE OUT
E# 99G		MO: 21663

[redacted]

PHILADELPHIA, PA [redacted]

[redacted]

[redacted]

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

REEDMAN TOLL
AUTO WORLD

REEDMAN TOLL BODY SHOP

OPEN

M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM

Estimators available 6 days a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL DISAPPEARING DEDUCTIBLE

Reedman Toll would like to pay for your deductible - up to $500**

**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

CUSTOMER COPY

[END OF INVOICE] 10:07am

The Reynolds and Reynolds Company 6RAN16116 CC660198 Q (03/11)

CF659003 Q (03/12)

Case ID: 121205006

PE13-003.4 000939LC

CHEVROLET
LINCOLN
Mercury
JAGUAR
SUBARU

REEDMAN TOLL
AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER
Jeep
DODGE
RAM
mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
272251	JOHNNY WAI LUN YEU 4405	3131	11/04/11	LICS112039

[redacted]

PHILADELPHIA, PA [redacted]

[redacted]

[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		22,105	GLD LEAF ME	1000596

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

F.T.E. NO.	P.O. NO.	
		11/02/11

COMMENTS	DATE COMPLETED	MILEAGE OUT
E# 99G		MO: 22105

[STATE INSP MON] 9

JOB# 1 CHARGES----------

LABOR----------

J# 1 10LIZ DRIVEABILITY CONCERN HOURS TECH(S) 3841 WARRANTY

CUSTOMER STATES RATTLING WHEN ACCELERATING
CANNOT DUPLICATE CUSTOMER CONCERN AT THIS TIME.

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------

J# 2 13LIZ ENGINE MINOR HOURS 0.60 TECH(S) 3841 WARRANTY

CUSTOMER STATES INTERMINTLY WHEN MORE OR SO IN THE MORNING
VEHICLE SEEMS TO JERK AS IF IT IS MISFIRING.
999A .6
DIAG AND CHECKED VEHICLE. VERIFIED INTERMINTLY JERKING
MISFIRING WHEN COLD, IDS DIAG AND ALL PASSED FOUND
CODE P1288 AND CHECKED UNABLE TO DUPLICATE NOISE AT THIS
TIME.

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES----------

LABOR----------

J# 3 20LIZ99P QUALITY CARE CHECK HOURS 0.00 TECH(S) 3841 0.00

PERFORM QUALITY CARE MAINTENANCE CHECK
QUALITY CARE MAINTENANCE CHECK COMPLETED

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX LICS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES----------

LABOR----------

J# 4 70LIZ03 RENTAL HOURS 0.00 TECH(S) 9999 WARRANTY

SUBLET-----PO#--------VEND INV#-INV.DATE-DESCRIPTION----------
182565 1748D7339 11/07/11 RENTAL WARRANTY
TOTAL - SUBLET 0.00

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX LICS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------

J# 5 51LIZ BODY ELECTRICAL HOURS TECH(S) 3841 0.00

CUSTOMER REQUEST FOR A PRICE ON OVERHEAD BUTTONS ESTIMATE.

REEDMAN TOLL
AUTO WORLD

REEDMAN TOLL
BODY SHOP
OPEN
M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM

Estimators available 6 days
a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL
DISAPPEARING DEDUCTIBLE

Reedman Toll would like
to pay for your
deductible - up to $500**

**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

The Reynolds and Reynolds Company SRAINTSINE CC880196 O (03/11)

 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 10:06am

SF659003 O (03/12)

Case ID: 121203006

PE13-003.4 000940LC

CHEVROLET LINCOLN Mercury JAGUAR SUBARU

REEDMAN TOLL
AUTO. WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER Jeep DODGE RAM FIAT mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
272251	JOHNNY WAI LUN YEU 4405	3131	11/04/11	LICS112039

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		22,105	GLD LEAF ME	1000596

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

F.T.E. NO.	P.O. NO.	DATE COMPLETED	MILEAGE OUT
		11/02/11	MO: 22105

[redacted]

PHILADELPHIA, PA [redacted]

[redacted]

[redacted] COMMENTS: # 99G

PRICED FOR OVERHEAD MAP LIGHT SWITCHES - 133.67 FOR PARTS
AND LABOR. HAS TO ORDER.
(.5)

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX LICS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES----------

LABOR----------
J# 6+51LTZ06 TAILLIGHTS HOURS: 0.40 TECH(S):3841 WARRANTY:
D/S REAR TAIL LIGHT IS INOP.
13465A .4
REPLACED BULB AND RETESTED. OK AT THIS TIME.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	F4CZ-13466-A	BULB		
			TOTAL - PARTS		0.00

JOB# 6 TOTALS----------

JOB# 6 JOURNAL PREFIX LICS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES----------

LABOR----------
J# 7+20LTZGBATT BATTERY TEST GOOD HOURS: TECH(S):3841 0.00
BATTERY TESTED AND PASSED AT THIS TIME.

JOB# 7 TOTALS----------

JOB# 7 JOURNAL PREFIX LICS JOB# 7 TOTAL 0.00

JOB# 8 CHARGES----------

LABOR----------
J# 8+20LTZGBK BRAKES CHECKED & OK HOURS: TECH(S):3841 0.00
BRAKES CHECKED & OK
IF DISC:OVER 5MM
IF DRUM:OVER 2 MM

JOB# 8 TOTALS----------

JOB# 8 JOURNAL PREFIX LICS JOB# 8 TOTAL 0.00

JOB# 9 CHARGES----------

LABOR----------
J# 9+20LTZGTIRE TIRES CHECKED & OK HOURS: TECH(S):3841 0.00
TIRES CHECKED & OK
TREAD REMAINING 7/32 OR GREATER

JOB# 9 TOTALS----------

JOB# 9 JOURNAL PREFIX LICS JOB# 9 TOTAL 0.00

COMMENTS----------
13 DT NEED WAITER

REEDMAN TOLL AUTO WORLD
11/02/11
GLD LEAF ME 22,105

REEDMAN TOLL BODY SHOP
OPEN
M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM
Estimators available 6 days a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL DISAPPEARING DEDUCTIBLE
Reedman Toll would like to pay for your deductible - up to $500**
Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

The Reynolds and Reynolds Company ERA/NT/B1/KE CCC6D1196 Q (03/11)
SF659003 Q (03/11)
CASE ID: 12105006
PE13-003.4 000941LC

CHEVROLET
LINCOLN
Mercury
JAGUAR
SUBARU

REEDMAN TOLL
AUTO WORLD
1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER
Jeep
DODGE
RAM
FIAT
mazda

CELL: 2[redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVO
272251	JOHNNY WAI LUN YEU 4405	3131	11/04/11	LICS112039

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		22,105	GLD LEAF ME	1000596

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

F.T.E. NO.	P.O. NO.	
		11/02/11

COMMENTS	DATE COMPLETED	MILEAGE OUT
E# 99G		MO: 22105

[redacted]
PHILADELPHIA, PA [redacted]
[redacted]
[redacted]

TOTALS----------

****
* NEXT RECOMMENDED SERVICE: *
* 10/31/2012 / 33244 MI 00LIZ19 PA INSP/ENHANCED IM *
****

****
* *
* [ ] CASH [ ] CHECK CK NO. [ ] *
* *
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *
* *
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *
* *
****

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

PLEASE BE SURE TO GIVE THE CASHIER YOUR
EMAIL ADDRESS BEFORE YOU LEAVE. THANKS

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

REEDMAN TOLL
AUTO WORLD
11/04/11 [illegible]
3131
22,105 GLD LEAF ME [illegible]
[illegible] DR WGN FWD

REEDMAN TOLL BODY SHOP

OPEN

M-F 7:30 AM to 6:00 PM

Sat 7:30 AM to 1:00 PM

Estimators available 6 days a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL DISAPPEARING DEDUCTIBLE

Reedman Toll would like to pay for your deductible - up to $500**

**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

SF659003 Q (11/02)

CUSTOMER COPY [END OF INVOICE] 10:06am

The Reynolds and Reynolds Company ERAINTSI4E CC660196 Q (03/11)

Case ID: 121203006

PE13-003.4 000942LC

CHEVROLET
LINCOLN
Mercury
JAGUAR
SUBARU

REEDMAN TOLL
AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER
Jeep
DODGE
RAM
FIAT
mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
272251	CHRISTINE MARIE BA 4915	3131	07/09/12	LICS167069

[redacted]
PHILADELPHIA, PA [redacted]
[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		26,070	GLD LEAF ME	1000596

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

F.T.E. NO.	P.O. NO.	DATE COMPLETED	MILEAGE OUT
		06/27/12	MO: 26071

COMMENTS: E# 99G

[STATE INSP MON] 9
JOB# 1 CHARGES----------

LABOR----------
J# 1 10LIZ DRIVEABILITY CONCERN HOURS 12 70 TECH(S) 3841 WARRANTY
CUSTOMER STATES WHEN DRIVING THE VEHICLE IT MAKES A JOLT LIK
E SOMEBODY HIT HER FROM BEHIND AND THE CAR SHUTS OFF.
CUSTOMER STATES RIGHT BEFORE IT SHUTS OFF IT WON'T GO ABOVE
20MPH AND FEELS LIKE IT IS GRINDING.
AFTER WAITING ABOUT 5 MINS SHE CAN START THE CAR, MUST
GIVE IT GAS TO START IT.
DIAG AND CHECK FOR CODES - NONE STORED - TEST DRIVE DID NOT
VERIFY - INSPECT FLUID CONDITION BURNT - REMOVE TRANS AND
INSPECT - HOTLINE OK TO REBUILD TRANS ASSEMBLY - REPLACE
DIRECT CLUTCH - REPLACE VALVE BODY AND FILTER - RESEAL OVER
DRIVE AND - REASSEMBLE TRANS FLUSH LINE - REFILL AND ROAD
TEST - PASS OK AT THIS TIME

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	BL8Z-7A100-A	CONTROL		WARRANTY
	1	BL8Z-7A100-A	CORE RETURN		WARRANTY
	1	9L8Z-7153-G	KIT - G		WARRANTY
	9	XT-10-QLVC	OIL - A		WARRANTY
	1	TA-29	SEALANT		WARRANTY
	1	9L8Z-8501-C	PUMP AS		WARRANTY
				TOTAL - PARTS	0.00

JOB# 1 TOTALS----------
JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00
JOB# 2 CHARGES----------

LABOR----------
J# 2 10LIZ01 DRIVEABILITY CONCERN HOURS TECH(S) 3841 0.00
CUSTOMER STATES THERE IS A NOISE COMING FROM THE LEFT FRONT
WHEEL WELL WHEN ON ACCELERATION.
COULD NOT VERIFY AT THIS TIME

JOB# 2 TOTALS----------
JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00
JOB# 3 CHARGES----------

LABOR----------
J# 3 20LIZ99P QUALITY CARE CHECK HOURS 0.00 TECH(S) 3841 0.00
PERFORM QUALITY CARE MAINTENANCE CHECK
QUALITY CARE MAINTENANCE CHECK COMPLETED

JOB# 3 TOTALS----------
JOB# 3 JOURNAL PREFIX LICS JOB# 3 TOTAL 0.00
JOB# 4 CHARGES----------

LABOR----------

REEDMAN TOLL
AUTO WORLD

REEDMAN TOLL
BODY SHOP
OPEN
M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM
Estimators available 6 days
a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL
DISAPPEARING DEDUCTIBLE
Reedman Toll would like
to pay for your
deductible - up to $500**
**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

PAGE 1 OF 3 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 10:06am

The Reynolds and Reynolds Company ERAINTSHIE CC660196 Q (03/11)
SF659003 Q (10/82)
Case ID: 121203006
PE13-003.4 000943LC

CHEVROLET
LINCOLN
Mercury
JAGUAR
SUBARU

REEDMAN TOLL
AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER
Jeep
DODGE
RAM
FIAT
mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
272251	CHRISTINE MARIE BA 4915	3131	07/09/12	LICS167069

[redacted]
PHILADELPHIA, PA [redacted]
[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		26,070	GLD LEAF ME	1000596

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

F.T.E. NO.	P.O. NO.	
		06/27/12

COMMENTS	DATE COMPLETED	MILEAGE OUT
E# 99G		MO: 26071

LABOR----------
J# 4 28LIZ AIR CONDITIONING HOURS TECH(S):3841 0.00
CUSTOMER STATES WHEN TURNING THE AC ON IT SMELLS MOLDEY
MAYBE RELATED TO WATER PUMP - COULD NOT VERIFY ANYTHING
WITH AC

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX LICS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------
J# 5+13LIZ04 FLUID LEAK ENGINE HOURS 1.40 TECH(S):3841 WARRANTY
CUST STATES CHECK WATER PUMP
DIAG AND FOUND WATER PUMP SEAPING - REMOVE AND REPLACE
WATER PUMP AND REFILL COOLANT - OK AT THIS TIME

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	9L8Z-7F396-A	GASKET		WARRANTY
	1	VC-7-B	ANTI-FR		WARRANTY
				TOTAL - PARTS	0.00

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX LICS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES----------

LABOR----------
J# 6+90LIZ05 WASH AND VACUUM HOURS TECH(S):9999 INTERNAL
WASH AND VACUUM
WASH AND VACUUM

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
	199287	195592	07/06/12	WASH AND VACUUM	INTERNAL
				TOTAL - SUBLET	0.00

JOB# 6 TOTALS----------

JOB# 6 JOURNAL PREFIX LICS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES----------

LABOR----------
J# 7+20LIZGBATT BATTERY TEST GOOD HOURS TECH(S):3841 0.00
BATTERY TESTED AND PASSED AT THIS TIME.

JOB# 7 TOTALS----------

JOB# 7 JOURNAL PREFIX LICS JOB# 7 TOTAL 0.00

JOB# 8 CHARGES----------

LABOR----------
J# 8+20LIZGTIRE TIRES CHECKED & OK HOURS TECH(S):3841 0.00
TIRES CHECKED & OK
TREAD REMAINING 7/32 OR GREATER

REEDMAN TOLL
AUTO WORLD

REEDMAN TOLL
BODY SHOP
OPEN
M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM
Estimators available 6 days
a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL
DISAPPEARING DEDUCTIBLE
Reedman Toll would like
to pay for your
deductible - up to $500**

**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 10:06am

The Reynolds and Reynolds Company ERAINTSIME CC660198 Q (03/11)
SF659003 Q (10/32)
Copy ID: 121203006

CHEVROLET
LINCOLN
Mercury
JAGUAR
SUBARU

REEDMAN TOLL
AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER
Jeep
DODGE
RAM
FIAT
mazda

CELL [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE
272251	CHRISTINE MARIE BA 4915	3131	07/09/12	LICS167069

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		26,070	GLD LEAF ME	1000596

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

F.T.E. NO.	P.O. NO.

[redacted]

PHILADELPHIA, PA [redacted]

[redacted]

COMMENTS	DATE COMPLETED	MILEAGE OUT
E# 99G	06/27/12	MO: 26071

JOB# 8 TOTALS----------

JOB# 8 JOURNAL PREFIX LICS JOB# 8 TOTAL 0.00

TOTALS----------

```
*********************************************************************
* NEXT RECOMMENDED SERVICE:                                         *
* 06/27/2012 / 26071 MI 01LIZ025        25,000 MILE SERVICE         *
*********************************************************************
```

```
*********************************************
*                                           *
*  [ ] CASH    [ ] CHECK    CK NO. [      ]  *
*                                           *
*  [ ] VISA    [ ] MASTERCARD    [ ] DISCOVER *
*                                           *
*  [ ] AMER XPRESS    [ ] OTHER    [ ] CHARGE *
*                                           *
*********************************************
```

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

PLEASE BE SURE TO GIVE THE CASHIER YOUR
EMAIL ADDRESS BEFORE YOU LEAVE. THANKS

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

REEDMAN TOLL
AUTO WORLD

REEDMAN TOLL BODY SHOP
OPEN
M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM

Estimators available 6 days a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL
DISAPPEARING DEDUCTIBLE

Reedman Toll would like to pay for your deductible - up to $500**

**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

SF659003 Q (06/12)

The Reynolds and Reynolds Company EAGNTSTME CC660186 Q (03/11)

 CUSTOMER COPY (END OF INVOICE) 10:06am

Case ID: 121203006

CHEVROLET
LINCOLN
Mercury
JAGUAR
SUBARU

REEDMAN TOLL
AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER
Jeep
DODGE
RAM
FIAT
mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
272251	BENJAMIN CRUZ II 4572	3131	07/19/12	LICS171547

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		26,232	GLD LEAF ME	1000596

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

F.T.E. NO.	P.O. NO.		
		07/16/12	

COMMENTS	DATE COMPLETED	MILEAGE OUT
E# 99G		MO: 26253

[redacted]
PHILADELPHIA, PA [redacted]
[redacted]
[redacted]

[STATE INSP MON] 9
JOB# 1 CHARGES----------

LABOR----------
J# 1 10LIZ DRIVEABILITY CONCERN HOURS: 1.10 TECH(S):3841 WARRANTY
CUST STATES STAHLED WHILE DRIVING - SPUTTERED AND BUCKED
WAITED A WHILE THEN RESTARTED
DIAG AND VERFIED STAHL OUT - FOUND THROTTLE BODY GONE BAD
REMOVE AND REPLACE - POST ROAD TEST 2 DAYS - PASS OK AT THIS
TIME

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	DS7Z-9E926-A	THROTTL		
				TOTAL - PARTS	0.00

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------
J# 2 70LIZ03 RENTAL HOURS: 0.00 TECH(S):9999 0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	WARRANTY
	200069	1748D7364	07/19/12	RENTAL	
				TOTAL - SUBLET	0.00

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

COMMENTS----------
DROP OFF

REEDMAN TOLL
AUTO WORLD

REEDMAN TOLL BODY SHOP
OPEN
M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM

Estimators available 6 days a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL
DISAPPEARING DEDUCTIBLE
Reedman Toll would like to pay for your deductible - up to $500**

**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

[CONTINUED ON NEXT PAGE]

The Reynolds and Reynolds Company E/MINTS14E CC660198 Q (03/11)
SF659003 Q (10/12)
ID: 121203006
PE13-003.4 000946LC

CHEVROLET
LINCOLN
Mercury
JAGUAR
SUBARU

REEDMAN TOLL
AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER
Jeep
DODGE
RAM
mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
272251	BENJAMIN CRUZ II 4572	3131	07/19/12	LICS171547

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		26,232	GLD LEAF ME	1000596

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

F.T.E. NO.	P.O. NO.	
		07/16/12

COMMENTS	DATE COMPLETED	MILEAGE OUT
E# 99G		MO: 26253

[redacted]
PHILADELPHIA, PA [redacted]
[redacted]
[redacted]

TOTALS

* NEXT RECOMMENDED SERVICE: *
* 07/16/2012 / 26253 MI 01LIZ025 25,000 MILE SERVICE *

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

PLEASE BE SURE TO GIVE THE CASHIER YOUR
EMAIL ADDRESS BEFORE YOU LEAVE. THANKS

CUSTOMER SIGNATURE

DUPLICATE INVOICE

REEDMAN TOLL
AUTO WORLD

REEDMAN TOLL BODY SHOP
OPEN
M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM

Estimators available 6 days a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL
DISAPPEARING DEDUCTIBLE
Reedman Toll would like to pay for your deductible - up to $500**

**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

The Reynolds and Reynolds Company ERAINTS14E CC660196 Q (03/11)

 CUSTOMER COPY [END OF INVOICE] 10:05am

SF659003 Q (10/12)

ED: 121203006

PE13-003.4 000947LC

CHEVROLET
LINCOLN
Mercury
JAGUAR
SUBARU

REEDMAN TOLL
AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER
Jeep
DODGE
RAM
FIAT
mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
272251	BENJAMIN CRUZ II 4572	3131	11/28/12	LICS200622
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE: 29,601		COLOR: GLD LEAF ME	STOCK NO.: 1000596
PHILADELPHIA, PA [redacted]	YEAR / MAKE / MODEL: 10/MERCURY TRUCK/MARINER/4DR WGN FWD		DELIVERY DATE: 11/10/09	DELIVERY MILES: 10
	VEHICLE I.D. NO.: 4 M 2 C N 8 B G 3 A K [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.T.E. NO. / P.O. NO.		11/26/12	
	COMMENTS: E# 99G		DATE COMPLETED	MILEAGE OUT: MO: 29602

[STATE INSP HON] 9

JOB# 1 CHARGES----------

LABOR----------

J# 1 60LIZ INTERIOR TRIM HOURS TECH(S):3841 0.00

CUSTOMER STATED THAT THE DOORS WILL NOT LOCK AUTOMATICALLY
OPERATING AS DESINGED

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------

J# 2 51LIZ BODY ELECTRICAL HOURS TECH(S):3841 0.00

CUSTOMER STATED THAT THE RADIO WILL NOT PLAY WHILE USING THE
SPARE KEY UNLESS BOTH SEATBELTS ARE BUCKLED
- MY KEY LIMITED VOLUME DISPLAYED
- MY SPEED SET TO 80MPH TURN OFF
OPERATING AS DESINGED

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES----------

LABOR----------

J# 3 10LIZ DRIVEABILITY CONCERN HOURS TECH(S):3841 INTERNAL

CUSTOMER STATED THAT THERE IS "JOLT" FET WHILE DRIVING. RPMS
WILL RACE UPTO 4K RPMS LIKE SEARCHING FOR A GEAR
COMPLETED ROADTEST MONITOR PIDS FOR STALL SPEED TESTS
ALL PASSED
CHARGE TO SERVICE AS PER MARK G
CHECK FLUID LEVEL AND CONDITION FULL ADN GOOD
REPROGRAMM PCM

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX LICS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES----------

LABOR----------

J# 4 10LIZ01 DRIVEABILITY CONCERN HOURS TECH(S):3841 0.00

CUSTOMER STATED THAT THERE IS A RATTLING HEARD WHILE ACCELER
ATING. FRONT END OF VEHICLE WHEEL ARE ON BOTH DS AND PS.
UNABLE TO VERFIY AT THIS TIME
OPERATING AS DESINGED

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX LICS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------

REEDMAN TOLL AUTO WORLD

REEDMAN TOLL BODY SHOP
OPEN
M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM
Estimators available 6 days a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL DISAPPEARING DEDUCTIBLE
Reedman Toll would like to pay for your deductible - up to $500**
**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

The Reynolds and Reynolds Company ERA/NTSIVE CC6801 06 O (03/11)
SF659003 O (#032)
Case ID: 121203006
PE13-003.4 000948LC

CHEVROLET
LINCOLN
Mercury
JAGUAR
SUBARU

REEDMAN TOLL
AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER
Jeep
DODGE
RAM
FIAT
mazda

CELL : [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INV
272251	BENJAMIN CRUZ II 4572	3131	11/28/12	LICS200622

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		29,601	GLD LEAF ME	1000596

[redacted]

PHILADELPHIA, PA [redacted]

[redacted]

[redacted]

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

F.T.E. NO.	P.O. NO.	
		11/26/12

COMMENTS	DATE COMPLETED	MILEAGE OUT
E# 99G		MO: 29602

LABOR----------
J# 5 06LIZ BRAKES HOURS: TECH(S) 3841 0.00
CUSTOMER STATED THAT WHILE APPLYING THE BRAKES THERE IS A CL
ICKING NOISE HEARD FROM THE FRONT
UNABLE TO VERFIY AT THIS TIME
OPERATING AS DESINGED

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX LICS JOB# 5 TOTAL 0.00

TOTALS----------

* NEXT RECOMMENDED SERVICE: *
* 11/25/2013 / 39288 MI 00LIZ19 PA INSP/ENHANCED IN *

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

PLEASE BE SURE TO GIVE THE CASHIER YOUR
EMAIL ADDRESS BEFORE YOU LEAVE. THANKS

CUSTOMER SIGNATURE

REEDMAN TOLL
AUTO WORLD

REEDMAN TOLL BODY SHOP
OPEN
M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM
Estimators available 6 days a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL DISAPPEARING DEDUCTIBLE
Reedman Toll would like to pay for your deductible - up to $500**

**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

The Reynolds and Reynolds Company ERANTSIME CC660198 Q (03/11)

 CUSTOMER COPY [END OF INVOICE] 10:42am

SF659003 Q (10/19)

Case ID: 121203006

PE13-003.4 000949LC

CHEVROLET
LINCOLN
Mercury
JAGUAR
SUBARU

REEDMAN TOLL
AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER
Jeep
DODGE
RAM
FIAT
mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
272251	MARK C GLENN 5362	3131	11/28/12	LICS200993

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		29,605	GLD LEAF ME	1000596

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/MERCURY TRUCK/MARINER/4DR WGN FWD	11/10/09	10

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
4 M 2 C N 8 B G 3 A K [redacted]		

F.T.E. NO.	P.O. NO.	
		11/28/12

COMMENTS	DATE COMPLETED	MILEAGE OUT
E# 99G		MO: 29605

[redacted]
PHILADELPHIA, PA [redacted]
[redacted]
[redacted]

TOTALS----------

* NEXT RECOMMENDED SERVICE: *
* 11/27/2013 / 39275 MI 00LIZ19 PA INSP/ENHANCED IM *

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	15.95
TOTAL PARTS....	21.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	-36.95
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

PLEASE BE SURE TO GIVE THE CASHIER YOUR
EMAIL ADDRESS BEFORE YOU LEAVE. THANKS

CUSTOMER SIGNATURE

REEDMAN TOLL
AUTO WORLD

REEDMAN TOLL BODY SHOP
OPEN
M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM
Estimators available 6 days a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL
DISAPPEARING DEDUCTIBLE
Reedman Toll would like to pay for your deductible - up to $500**
**Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

The Reynolds and Reynolds Company ERAINTBIHE CC660198 Q (03/11)

 CUSTOMER COPY [END OF INVOICE] 11:40am

SF659003 Q (#032)

ID: 121203006

PE13-003.4 000950LC

CHEVROLET LINCOLN Mercury JAGUAR SUBARU

REEDMAN TOLL
AUTO WORLD

1700 E. Lincoln Highway, Langhorne, PA 19047
215-757-4961 www.reedmantoll.com

CHRYSLER Jeep DODGE RAM FIAT mazda

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
272251	MARK C GLENN 5362	3131	11/28/12	LICS200993
	LABOR RATE / LICENSE NO. / MILEAGE: 29,605		COLOR: GLD LEAF ME	STOCK NO.: 1000596
[redacted] PHILADELPHIA, PA [redacted]	YEAR / MAKE / MODEL: 10/MERCURY TRUCK/MARINER/4DR WGN FWD		DELIVERY DATE: 11/10/09	DELIVERY MILES: 10
[redacted]	VEHICLE I.D. NO.: 4 M 2 C N 8 B G 3 A K [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		11/28/12	
	COMMENTS: E# 99G		DATE COMPLETED	MILEAGE OUT: MO: 29605

[STATE INSP MON] 9

JOB# 1 CHARGES

LABOR

J# 1 00LIZ01 OIL & FILTER CHANGE HOURS TECH(S): 4763 15.95
PERFORM OIL AND FILTER CHANGE
AUTH C001972674
OIL AND FILTER CHANGE COMPLETED

PARTS QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
1	FL-500-SB12	FILTER	6.00	6.00
5	XO-5W20-BSP	OIL - E	3.00	15.00
		TOTAL - PARTS		21.00

MISC CODE	DESCRIPTION	CONTROL NO	
L100Z	REEDMAN TOLL MAINT-L/M (ZURICH)		-36.95
		TOTAL - MISC	-36.95

JOB# 1 TOTALS

LABOR	15.95
PARTS	21.00
MISC	-36.95
JOB# 1 JOURNAL PREFIX LICS JOB# 1 TOTAL	0.00

JOB# 2 CHARGES

LABOR

J# 2 20LIZ99P QUALITY CARE CHECK HOURS 0.00 TECH(S): 4763 0.00
PERFORM QUALITY CARE MAINTENANCE CHECK
QUALITY CARE MAINTENANCE CHECK COMPLETED

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX LICS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3 20LIZGTIRE TIRES CHECKED & OK HOURS TECH(S): 4763 0.00
TIRES CHECKED & OK
TREAD REMAINING 7/32 OR GREATER

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX LICS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4 20LIZGBK BRAKES CHECKED & OK HOURS TECH(S): 4763 0.00
BRAKES CHECKED & OK
IF DISC:OVER 5MM
IF DRUM:OVER 2 MM

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX LICS JOB# 4 TOTAL 0.00

REEDMAN TOLL AUTO WORLD

GLD LEAF ME

REEDMAN TOLL BODY SHOP

OPEN

M-F 7:30 AM to 6:00 PM
Sat 7:30 AM to 1:00 PM

Estimators available 6 days a week for free estimates
No appointment necessary
(215) 757-4961

REEDMAN TOLL DISAPPEARING DEDUCTIBLE

Reedman Toll would like to pay for your deductible - up to $500**

Coupon must be presented at time of write up. Not valid with any other offer or advertised specials. Disappearing deductible amount based on 10% of estimate, up to $500.

[CONTINUED ON NEXT PAGE]

Krohn & Moss, Ltd.

Main Office
10 N. Dearborn St, 3rd Floor
Chicago, IL 60602
www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 Ext. 272
Writer's Direct Facsimile
(866)-431-5576
Writer's Direct E-Mail
dschumann@consumerlawcenter.com
www.krohnandmoss.com

Licensed to practice only in:
Indiana
Iowa

July 30, 2013

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, Michigan 48126

'13 AUG -1 A9:16
CONSUMER AFFAIRS SECTION

RE: [redacted] **v. Ford Motor Company**
Vehicle: 2013 Ford Escape
VIN: 1FMCU0H96DU[redacted]
Our File No: H13003916S

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Indiana 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 electrical system, as evidenced by vehicle losing power while driving and ceasing to function while driving.
2. Defective engine system, as evidenced by poor gas mileage, engine ceasing to function while driving, illuminated SES light and rough running.

3. Any additional complaints made by our clients that are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle, which have also resulted in the subject vehicle being out of service for greater than thirty (30) business days. 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 the return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

Our attorneys' fees are minimal at this stage and we would prefer to resolve this case 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,

Dane Schumann
Attorney at Law

DS/ds

[redacted]

[redacted]

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT
Case Type - Contract

Nicholas and Tristin Santori,

Plaintiffs,

vs.

Ford Motor Company, a Delaware
Corporation transacting business
in the State of Minnesota,

Defendant.

SUMMONS

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

1. **YOU ARE BEING SUED**. The Plaintiffs has started a lawsuit against you. The Plaintiffs' Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this Summons.

2. **YOU MUST REPLY WITHIN 20 DAYS TO PROTECT YOUR RIGHTS**. You must give or mail to the person who signed this summons **a written response** called an Answer within 20 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this Summons located at:

Todd E. Gadtke
Daniel J. Brennan
Gadtke & Brennan, P.A
11284 – 86th Avenue North
Maple Grove, MN 55369
Telephone: (763) 315-4548

3. **YOU MUST RESPOND TO EACH CLAIM**. The Answer is your written response to the Plaintiffs' Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiffs should not be given everything asked for in the Complaint, you must say so in your Answer.

4. **YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS.** If you do not answer within 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiffs everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the Complaint.

5. **LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.**

6. **ALTERNATIVE DISPUTE RESOLUTION.** The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

The object of this action is a civil claim.

Date: 9/15/11

GADTKE & BRENNAN, P.A.

By: _____

Todd E. Gadtke (#276704)
Daniel J. Brennan (#284646)
11284 – 86th Avenue North
Maple Grove, MN 55369
Telephone: (763) 315-4548

ATTORNEYS FOR PLAINTIFFS

STATE OF MINNESOTA

COUNTY OF HENNEPIN

DISTRICT COURT

FOURTH JUDICIAL DISTRICT
Case Type - Contract

Nicholas and Tristin Santori,

Plaintiffs,

vs.

Ford Motor Company, a Delaware Corporation transacting business in the State of Minnesota,

Defendant.

COMPLAINT

Plaintiffs Nicholas and Tristin Santori, as and for their cause of action against Defendant, allege as follows:

1.

At all times relevant to Plaintiffs' claim in this case, Plaintiffs have resided at 820 - 21st Avenue North, City of So. St. Paul, County of Dakota, State of Minnesota.

2.

Defendant is a Delaware corporation transacting business in the State of Minnesota. Defendant continually and systematically transacts business in the State of Minnesota by selling motor vehicles to its authorized dealers in the State of Minnesota, including the County of Hennepin. Defendant's authorized dealers ultimately sell said motor vehicles to Minnesota consumers. Defendant's agent for service of process is located in Hennepin County. Venue is therefore proper in Hennepin County.

PE13-003.4 000959LC

3.

On or about March 2011, Plaintiffs leased a 2011 Ford Escape(the "subject vehicle") from Defendant's authorized dealer.

4.

Defendant manufactured the subject vehicle.

5.

The vehicle identification number of the subject vehicle is 1FMCU0EG0BKB33853.

6.

Plaintiffs took delivery of the subject vehicle on or about March 2011.

7.

Included with the purchase of the subject vehicle was a manufacturer's express written new vehicle warranty.

8.

The problems, conditions and/or defects ("nonconformities") experienced by Plaintiffs are evidenced by, but not necessarily limited to, engine failure, transmission problems, and vehicle stalling.

9.

Plaintiffs made repeated attempts to have Defendant correct the warranted problems with the subject vehicle. As a result of said attempts, the subject vehicle was the subject an unreasonable number of repair attempts for the same substantially impairing nonconformity and/or has been out of service by reason of repair for more than 30 days within the first two years following delivery of the subject vehicle to Plaintiffs.

10.

Plaintiffs provided Defendant, through its authorized dealership, Inver Grove Ford, with written notice that, due to the above-referenced nonconformities, they intended to pursue their rights under the Minnesota Lemon Law, Minn. Stat. § 325F.665, or other applicable state or federal law.

COUNT 1
VIOLATION OF MINN. STAT. § 325F.665, SUBD. 2.
("MINNESOTA LEMON LAW")

11.

Plaintiffs reallege Paragraphs 1 through 10 as though fully set forth herein.

12.

Plaintiffs are "consumers" as the Minnesota Lemon Law defines that term.

13.

Defendant is a "manufacturer" as the Minnesota Lemon Law defines that term.

14.

The new vehicle warranty purchased by Plaintiffs is a "manufacturer's express warranty" and "warranty" as the Minnesota Lemon Law defines that term.

15.

Plaintiffs reported the vehicle nonconformities outlined above to Defendant and/or its authorized dealers during the term of the applicable express warranty and during the two years following the date of original delivery of the new motor vehicle to Plaintiffs.

16.

Defendant failed to make the repairs necessary to conform the subject vehicle to the applicable express warranty.

17.

Defendant has therefore violated Minn. Stat. § 325F.665, subd. 2.

18.

Plaintiffs, therefore, are entitled to repair of the subject vehicle, and/or to be compensated in an amount to be determined at trial, plus reasonable attorneys' fees and litigation costs incurred in this action as set forth under the Minnesota Lemon Law.

COUNT 2
VIOLATION OF MINN. STAT. § 325F.665, SUBD. 3.
("MINNESOTA LEMON LAW")

19.

Plaintiffs reallege Paragraphs 1 through 18 as though fully set forth herein.

20.

The subject vehicle has been out of service by reason of repair for more than 30 cumulative days within two years of delivery of the subject vehicle to Plaintiffs.

21.

Defendant attempted an unreasonable number of repairs of the subject vehicle for the same warranted condition or defect within two years of delivery of the subject vehicle to Plaintiffs, and/or within the term of the applicable express warranty, without conforming the vehicle to its warranty.

22.

The nonconformities in, and/or the amount of time Defendant took to attempt repairs to, the subject vehicle substantially impair its use and/or market value to Plaintiffs.

23.

Plaintiffs gave Defendant the notice and an opportunity to repair the subject vehicle required by Minn. Stat. § 325F.665, subd. 3(e).

24.

Plaintiffs are, therefore, entitled to the presumption provided by Minn. Stat. § 325F.665, subd. 3(b).

25.

Defendant has therefore violated Minn. Stat. § 325F.665, subd. 3, thereby entitling Plaintiffs to vehicle replacement or full refund of the purchase price of the subject vehicle, at Plaintiffs' choice, including the cost of any options or other modifications arranged, installed, or made by the manufacturer, its agent, or its authorized dealer within 30 days after the date of original delivery, and all other charges, including, but not limited to, sales or excise tax, license fees and registration fees, reimbursement for towing and rental vehicle expenses incurred by Plaintiffs as a result of the vehicle being out of service for warranty repair, plus attorneys' fees and litigation costs incurred bringing this action as set forth in the Minnesota Lemon Law.

COUNT 3
VIOLATION OF 15 U.S.C. SECTION 2301 *ET SEQ.*
("MAGNUSON-MOSS WARRANTY ACT")

26.

Plaintiffs reallege Paragraphs 1 through 25 as though fully set forth herein.

27.

The subject vehicle is a "consumer product" as the Magnuson-Moss Warranty Act defines that term.

28.

The warranty purchased by Plaintiffs is a "warranty" as the Magnuson-Moss Warranty Act defines that term.

29.

Plaintiffs are "consumers" as the Magnuson-Moss Warranty Act defines that term.

30.

Defendant is a "warrantor" as the Magnuson-Moss Warranty Act defines that term.

31.

Defendant has failed to conform the subject vehicle to its written/express warranty after a reasonable number or repair attempts or number of days, notwithstanding Plaintiffs having provided Defendant with a reasonable opportunity to do so. Defendant has, therefore, breached its warranty to Plaintiffs pursuant to the Magnuson-Moss Warranty Act and/or, or in conjunction with, Minnesota law.

32.

Defendant has therefore violated the Magnuson-Moss Warranty Act, thereby entitling Plaintiffs to (i) revoke acceptance of the vehicle, (ii) receive a full refund of the purchase price of the vehicle plus all out of pocket expenses related to the vehicle, (iii) recover loss of use damages measured by the cost to rent a like vehicle for the periods during which the subject vehicle has not conformed to the written or implied warranties, and (iv) compensation for their reasonable legal fees and litigation costs incurred in prosecuting this matter.

COUNT 4
BREACH OF EXPRESS WARRANTY UNDER MAGNUSON-MOSS WARRANTY ACT (VIOLATION OF MINN. STAT. § 336.2-607)

33.

Plaintiffs reallege Paragraphs 1 through 32 as though fully set forth herein.

34.

Plaintiffs notified Defendant of its failure to remedy defects in the subject vehicle within a reasonable time after discovering them, and gave Defendant a reasonable opportunity to cure said defects.

35.

Defendant's express warranty required it to remedy the defects in the subject vehicle, but Defendant failed to do so, or to do so within a reasonable period of time. Defendant has, therefore, breached its express warranty to pursuant to the Magnuson-Moss Warranty Act and/or, or in conjunction with, Minnesota law.

36.

Defendant's breach of warranty has directly and proximately caused Plaintiffs' damages.

37.

Defendant has thereby violated Minn. Stat. § 336.2-607. Plaintiffs are therefore entitled to recover their actual damages, together with all incidental and consequential damages including, but not limited to, loss of use damages from Defendant, plus attorney's fees and litigations costs as provided under 15 U.S.C. § 2301 *et seq.*

COUNT 5
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY UNDER MAGNUSON-MOSS WARRANTY ACT (VIOLATION OF MINN. STAT. § 336.2-314)

38.

Plaintiffs reallege Paragraphs 1 through 37 as though fully set forth herein

39.

Defendant is a merchant with respect to the subject vehicle purchased by Plaintiffs.

40.

Included with Plaintiffs' purchase of subject vehicle was an implied warranty of merchantability.

41.

The subject vehicle was of a character and quality that it would not pass without objection in the trade under the contract description.

42.

The subject vehicle was not fit for the ordinary purpose for which such good are used.

43.

The subject vehicle was not of fair average quality within the contract description.

44.

Defendant neither excluded nor modified said warranty of merchantability.

45.

Defendant has therefore violated Minn. Stat. § 336.2-314 by breaching its implied warranty of merchantability to Plaintiffs.

46.

Plaintiffs are therefore entitled to recover their actual damages, together with all incidental and consequential damages from Defendant, plus attorney's fees and litigations costs as provided under 15 U.S.C. § 2301 *et seq.*

WHEREFORE, Plaintiffs respectfully pray for judgment against Defendant for damages in excess of Fifty Thousand Dollars ($50,000), plus incidental and consequential damages, loss of use damages, attorney fees and litigation costs in a reasonable amount to be specifically proven at the time of trial, together with pre-judgment and post-judgment interest and all other costs the Court deems just.

Date: 9/15/11

GADTKE & BRENNAN, P.A.

By: _____

Todd E. Gadtke (#276704)
Daniel J. Brennan (#284646)
11284 – 86th Avenue North
Maple Grove, MN 55369
Telephone: (763) 315-4548

ATTORNEYS FOR PLAINTIFF

ACKNOWLEDGMENT

Plaintiffs assert these claims in good faith and acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded to the opposing party as provided by Minnesota Statutes Section 549.211, subd. 2 (1994).

Date: 9/15/11

GADTKE & BRENNAN, P.A.

By: _____

Todd E. Gadtke (#276704)
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ATTORNEYS FOR PLAINTIFF

PE13-003.4 000968LC

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT
Case Type - Contract

Nicholas and Tristin Santori,

Plaintiffs,

vs.

Ford Motor Company, a Delaware Corporation transacting business in the State of Minnesota,

Defendant.

PLAINTIFFS' REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEFENDANT

TO: THE ABOVE-NAMED DEFENDANT AND ITS ATTORNEY.

Under Rule 34 of the Minnesota Rules of Civil Procedure, Plaintiff(s) request(s) Defendant to respond within forty-five (45) days to the following requests and that Defendant produce and permit Plaintiff(s) to inspect and/or copy documents responsive thereto, or that Defendant provide Plaintiff(s)' counsel with copies of each of the following things:

1. All documents pertaining to Plaintiff(s)' vehicle identified in the Complaint, including, but not limited to, all service repair orders, the vehicle's warranty history printout, all warranties and service contracts, technical service bulletins, and recalls.

2. Promotional and/or sales literature pertaining to the subject vehicle identified in Plaintiff(s)' Complaint.

3. All documents identified in Defendant's Answers to Plaintiff(s)' Interrogatories.

4. Written or otherwise recorded statements taken by Defendant as a result of this lawsuit or which pertain to the subject vehicle identified in Plaintiff(s)' Complaint.

5. All documents which in any way reflect pre-suit communications between Plaintiff and any representative/employee of Defendant.

6. All diagnosis logs or any other documents reflecting fault or trouble code read-outs taken from the subject vehicle's computer system.

7. Any and all documents exchanged or otherwise offered for consideration at or during any arbitration process referenced in Defendant's answer to Plaintiffs' Interrogatory No. 17.

8. Any and all documents exchanged or otherwise offered for consideration at or during any litigation process referenced in Defendant's answer to Plaintiffs' Interrogatory No. 18, including, but not limited to, the Summons and Complaint, Answer, and discovery requests and responses.

9. All technical service bulletins regarding the subject vehicle.

10. All recall notices or product campaign bulletins regarding the subject vehicle.

11. The vehicle warranty history relating to the subject vehicle.

12. Promotional and/or sales literature pertaining to the subject vehicle.

13. The curriculum vitae for any expert whom Defendant intends to call as a witness at trial in this case.

14. All documents prepared, generated or relied upon by any expert whom Defendant intends to call as a witness at trial in this case including, but not limited to, notes, memoranda, correspondence and reports (including all drafts of all reports) referencing or related to the claims contained in Plaintiffs' Complaint.

15. Copies of all documents or materials, from any source, made available to or relied upon by any expert whom Defendant may call as a witness at trial in this case.

16. Any list or compilation authored by Defendant that identifies diagnostic or repair codes that Defendant instructs its authorized dealerships to use when documenting repairs performed on motor vehicles manufactured by Defendant including, at a minimum, those diagnostic or repair codes Defendant's authorized dealership(s) used to document the repairs or maintenance of the subject vehicle.

17. All design or repair specifications related to any diagnoses or repairs to the subject vehicle.

18. All documents identified in Defendant's Answers to Plaintiffs' First Set of Interrogatories to Defendant.

19. Written or otherwise recorded statements taken by Defendant as a result of this lawsuit or which pertain to the subject vehicle.

20. Any and all documents exchanged or otherwise offered for consideration at or during any arbitration process referenced in Defendant's answer to Plaintiffs' Interrogatory No. 17.

21. Any and all documents exchanged or otherwise offered for consideration at or during any litigation process referenced in Defendant's answer to Plaintiffs' Interrogatory No. 18, including, but not limited to, the Summons and Complaint, Answer, and discovery requests and responses.

If copies are not furnished, the inspection will take place at Gadtke & Brennan, P.A., 11284 86th Avenue North, Maple Grove, Minnesota 55369 at a mutually agreed upon time and place.

Date: 9/15/11

GADTKE & BRENNAN, P.A.

By: _____

Todd E. Gadtke (#276704)
Daniel J. Brennan (#284646)
11284 – 86th Avenue North
Maple Grove, MN 55369
Telephone: (763) 315-4548

ATTORNEYS FOR PLAINTIFFS

STATE OF MINNESOTA | DISTRICT COURT

COUNTY OF HENNEPIN | FOURTH JUDICIAL DISTRICT

Nicholas and Tristin Santori,

Plaintiffs,

v.

Ford Motor Company, a Delaware Corporation transacting business in the State of Minnesota,

Defendant.

Case Type: Contract

PLAINTIFFS' FIRST SET OF INTERROGATORIES TO DEFENDANT

TO: THE ABOVE-NAMED DEFENDANT AND ITS ATTORNEY.

PLEASE TAKE NOTICE that Plaintiffs demand Answers to the within Interrogatories, within 45 days, under oath, pursuant to Rule 33 of the Minnesota Rules of Civil Procedure.

These Interrogatories shall be continuing, and shall require supplemental Answers if additional pertinent information is obtained before trial.

In answering these Interrogatories, completely identify or provide all information to the full extent known or ascertainable by you, your agents, or your attorneys, whether or not in your possession, and whether or not alleged to be privileged.

In answering these Interrogatories, if a privilege is alleged as to any information or documents, or if an Interrogatory is not answered in full after the exercise of due diligence to secure complete information, state the specific grounds for not answering in full and answer said Interrogatories to the extent to which no objection is made or information is available, and fully identify the information or documents for which privilege is asserted and specify the privilege.

Where the answers to these Interrogatories may be derived or ascertained from your records, or where the Interrogatory seeks identification of documents, the Interrogatory may be answered by providing a copy of each such record or document for inspection and copying or by furnishing a copy without a Request for Production under Rule 34, Minnesota Rules of Civil Procedure.

DEFINITIONS

A. "Person" means any individual, firm, partnership, incorporated or unincorporated association, or any other legal or commercial entity.

B. "Document" means any written, printed, typed or other graphic matter of any kind or nature.

C. "Identify" or "Identity" or "Identification" when used in reference to any individual person means to state:

(1) His/her full name;
(2) His/her present or last known address;
(3) His/her present or last known position and title; and
(4) His/her position and title as it relates to the subject of the Interrogatory being answered.

D. "Identify" or Identity" or "Identification" when used in reference to a firm, partnership, incorporated or unincorporated association, or other legal or commercial entity means to state:

(1) Its name;
(2) Its nature, e.g., firm, partnership, profit-making corporation, fraternal association, etc.;
(3) Its present or last known address;
(4) If incorporated, licensed, or otherwise registered as required by law, the place of incorporation, licensing or other registration, e.g., city, state, province, etc.; and
(5) Its present or last known principal place of business.

E. "Identify" or "Identity" or "Identification" when used in reference to a document means to state:
(1) A description of the document, e.g., letter, diary, memorandum, etc.;
(2) Its title or caption;
(3) The date thereon;
(4) Its general subject matter;

(5) The author's identity;
(6) The addressee's identity;
(7) The identities of all persons who received or acquired a copy of the document;
(8) Its present location;
(9) Its custodian's identity;
(10) If the document was, but no longer is in the possession, custody or control of respondent, what disposition was made of it; and
(11) Its length or size.

F. "Identify" or "Identity" or "Identification" when used in reference to a vehicle means to state:

(1) Its year; and
(2) The model name;

G. "Subject vehicle" shall mean the vehicle purchased by Plaintiffs and identified in Plaintiffs' Complaint.

INTERROGATORIES

INTERROGATORY NO. 1: State the full name, date of birth, job title, current address, and employer of the persons answering these Interrogatories.

INTERROGATORY NO. 2: Identify all communication in which you were notified of an alleged defect, mechanical problem, request for repair or complaint regarding the subject vehicle. For each such communication, state the date of the communication, the persons participating in the communication, the means of communication (e.g., telephone, email, letter, facsimile, etc.) and describe the content of the communication in specific detail. If the communication was accomplished by written, recorded or electronic means, or the substance of the communication was noted or otherwise recorded in some reproducible form, please provide copies of such communications as requested in Plaintiffs' Request for Production of Documents.

INTERROGATORY NO. 3: List the name, last known address, telephone number(s) and job title of each agent or employee of Defendant who inspected, diagnosed, repaired or attempted repairs or was present when an inspection, diagnosis or repair was made or attempted on the subject vehicle. For each person listed in response to this Interrogatory, provide a factual summary of the inspection, diagnosis, repair or repair attempt as well as any conclusions or findings arrived at as a result of said inspection, diagnosis, repair or repair attempt.

INTERROGATORY NO. 4: If Defendant's contention is that Plaintiffs abused, neglected, altered, modified or misused the subject vehicle, state precisely and in detail each factual basis upon which Defendant asserts that Plaintiffs abused, neglected, altered, modified or misused the subject vehicle.

INTERROGATORY NO. 5: State whether Plaintiffs, or anyone acting on Plaintiffs' behalf, has notified Defendant that Plaintiffs no longer wanted the subject vehicle including, but not limited to, notice that Plaintiffs intended to pursue his/her rights pursuant to Minn. Stat. § 325F.665 (the "Minnesota Lemon Law") or 15 U.S.C. 2301, *et seq* (the "Magnuson-Moss Warranty Act). For any such notification, state the date of the communication, the persons participating in the communication, the means of communication (e.g., telephone, email, letter, facsimile, etc.) and describe the content of the communication in specific detail. If the communication was accomplished by written, recorded or electronic means, or the substance of the communication was noted or otherwise recorded in some reproducible form, please provide copies of such communications as requested in Plaintiffs' Request for Production of Documents.

INTERROGATORY NO. 6: Identify every lay witness whom Defendant will call at trial of this case. For each such witness specify the:

a. Witness's full name;
b. Witness's address;
c. Witness's current employer;
d. Witness's relationship to Defendant; and
e. Substance of the witness's expected testimony.

INTERROGATORY NO. 7: State the cumulative number of days Defendant's records – or any records over which Defendant asserts possession, custody or the right of control – indicate that the subject vehicle was out of service by reason of any mechanical problem, defect or condition reported by Plaintiffs to Defendant or Defendant's agents or authorized dealers.

INTERROGATORY NO 8: List all warranty claims submitted to Defendant by Defendant's authorized dealers in which said dealers requested reimbursement for warranty repairs regarding the subject vehicle. For any such claim, list the dollar amount Defendant reimbursed each dealer.

INTERROGATORY NO. 9: Did any person employed or acting on behalf of Defendant's authorized dealer(s) contact Defendant seeking assistance in diagnosing or repairing the subject vehicle? For any such contact, state the date of the communication, the name, last known address and job title of the persons participating in the communication on behalf of the Defendant, the means of communication (e.g., telephone, email, letter, facsimile, etc.) and describe the content of the communication in specific detail. If the communication was accomplished by written, recorded or electronic means, or the substance of the communication was noted or otherwise recorded in some reproducible form, please provide copies of such communications as requested in Plaintiffs' Request for Production of Documents.

INTERROGATORY NO. 10: Were any repairs performed on subject vehicle prior to delivery to Plaintiffs on or about March 2011? If so, please describe in detail and provide copies of all repair documentation as requested in the Request for Production of Documents.

INTERROGATORY NO. 11: Identify every person providing information used to answer these Interrogatories, identifying each person by name, address, job title, telephone number and stating what information was provided by each such person.

INTERROGATORY NO. 12: Identify all persons known to you, your agents, your attorney or your attorney's agents, who have knowledge of facts relating to the matters alleged in the Complaint and your Answer thereto, and provide his or her name, address, job title, telephone number and state in detail the pertinent facts known to each such person.

INTERROGATORY NO. 13: Identify any document, exhibit, or physical material (including, but not limited to, any written, printed, typed, recorded or graphic material in any form howsoever produced or reproduced), which you allege supports any of the allegations, assertions or affirmative defenses contained in your Answer, and state the name and address of the person or entity who prepared each such document, exhibit or physical matter, and the name, address, job title and telephone number of the person who presently has custody of it.

INTERROGATORY NO. 14: Identify any persons who have been interviewed by Defendant or its attorneys or agents regarding Plaintiffs' claims and whether or not the contents of said interview have been set down in writing.

INTERROGATORY NO 15: List the names, addresses and job titles of any person employed by Defendant who has reviewed the claims or allegations contained in Plaintiffs' Complaint.

INTERROGATORY NO. 16: State whether you have received notice from any purchaser or owner of a 2011 Ford Escape, through warranty claims or otherwise, who claims to have experienced, or has experienced, mechanical problems or conditions like, or similar to, those described in Plaintiffs' Complaint, identified in the repair orders prepared regarding the subject vehicle or identified or described in any document related to repair of the subject vehicle under the manufacturer's written warranty. If so, please specify the:

a. Identity of the person;
b. Date of complaint;
c. Location at which complaint was made and location at which a repair attempt, if any, was made; and
d. Manner in which you remedied or attempted to remedy the complaint.

INTERROGATORY NO. 17: State whether any consumer has initiated an arbitration process pursuant to any state's lemon law or the Magnuson-Moss Warranty Act for any problem described in Plaintiffs' Complaint, identified in the repair orders prepared regarding the subject vehicle or identified or described in any document related to repair of the subject vehicle under the manufacturer's written warranty, with regard to his or her 2011 Ford Escape. With regard to each such case, please identify:

a. The consumer by name, address, and telephone number;
b. The problems about which each consumer complained; and

c. The vehicle by the vehicle identification number;
d. State in which the case was arbitrated; and
e. The name, address, telephone number, and case number of the arbitration forum.

INTERROGATORY NO. 18: State whether any 2011 Ford Escape consumer has initiated a lemon law or Magnuson-Moss Warranty Act lawsuit pursuant to any state's lemon law or the Magnuson-Moss Warranty Act because of a 2011 Ford Escape and who claims to have experienced, or has experienced, mechanical problems or conditions like, or similar to, those described in Plaintiffs' Complaint, identified in the repair orders prepared regarding the subject vehicle or identified or described in any document related to repair of the subject vehicle under the manufacturer's written warranty. With regard to each such case, please identify:

a. The consumer by name, address, and telephone number;
b. The problems about which each consumer complained;
c. The vehicle by the vehicle identification number;
d. State, county, and court in which the case was venued;
e. The court file number; and
f. The name, address, telephone number of the consumer's attorney.

INTERROGATORY NO. 19: State whether there are any technical service bulletins, preliminary investigation reports, special service messages or other service or diagnostic bulletins that pertain to the 2011 Ford Escape and, if so, identify the vehicle problems, defects, symptoms, and/or solutions stated in each. Please provide copies of any such technical service bulletins as requested in Plaintiffs' Request for Production of Documents.

INTERROGATORY NO. 20: Specify what, if any, design changes were made to the model 2012 Ford Escape, when compared to the model 2011 Ford Escape, with respect to the components or component systems described in Plaintiffs' Complaint, identified in the repair orders prepared regarding the subject vehicle or identified or described in any document related to repair of the subject vehicle under the manufacturer's written warranty.

INTERROGATORY NO. 21: Identify how many 2011 Ford Escapes Defendant manufactured and how many were sold by Defendant to its authorized dealers.

INTERROGATORY NO. 22: State whether you believe the mechanical problems or conditions with the subject vehicle, as described in Plaintiffs' Complaint, identified in the repair orders prepared regarding the subject vehicle or identified or described in any document related to repair of the subject vehicle under the manufacturer's written warranty, impair said vehicle's use or value. Please state all facts currently within your possession that support your opinion.

INTERROGATORY NO. 23: State whether Defendant is aware of a remedy for the mechanical problems or conditions described in Plaintiffs' Complaint, identified in the repair orders prepared regarding the subject vehicle or identified or described in any document related to repair of the subject vehicle under the manufacturer's written warranty, and, if so, what are those remedies.

INTERROGATORY NO. 24: Describe Defendant's protocol in determining whether to recall its product(s).

INTERROGATORY NO. 25: State whether Defendant issued any recalls pertaining to the 2011 Ford Escape and, if so, describe each such recall by stating the reason for each recall, the date(s) on which each recall was issued, and the proposed remedy for the problem(s) that necessitated the recall(s). Please produce copies of any such recalls as requested in Plaintiffs' Requests for Production of Documents.

INTERROGATORY NO. 26: Identify the name and job title of the dealership personnel who serviced or otherwise assisted Plaintiffs with the service or repair of the subject vehicle.

INTERROGATORY NO. 27: Identify the name and address of the person or persons who requested warranty payment from Defendant for service or repairs performed on subject vehicle, and/or the individual otherwise in charge of analyzing and submitting service bills and/or expenses sought from or incurred by Defendant for payment of such warranty payment requests/claims.

INTERROGATORY NO. 28: Identify all technical, mechanical or vehicle repair training Defendant provides or provided to its authorized dealers' service advisors and/or service technicians beginning in 1998 and continuing to present. Describe the subject matter of any such training in detail. Please produce copies of any written or graphic materials used in such training as requested in Plaintiffs' Requests for Production of Documents.

INTERROGATORY NO. 29: Identify all training programs, manuals, videotapes or other materials Defendant provides to its authorized dealers regarding state "lemon laws" or other breach of warranty laws. Please produce copies of any such materials as requested in Plaintiffs' Requests for Production of Documents.

INTERROGATORY NO. 30: Identify any and all documents, memoranda, manuals or materials of any type provided by Defendant to its authorized dealerships that are used, or are intended by Defendant to be used, to diagnose, confirm or exclude mechanical problems or nonconformities in 2011 Ford Escape including, but not limited to, "diagnostic trees" or "trouble trees."

INTERROGATORY NO. 31: Identify any and all documents, memoranda, reports, database entries, or materials of any type, whether maintained in physical, electronic or other form, regarding problems reported to Defendant from any source including, but not limited to, owners of 2011 Ford Escapes or authorized dealers servicing 2011 Ford Escapes, for any problem described in Plaintiffs' Complaint, identified in the repair orders prepared regarding the subject vehicle or identified or described in any document related to repair of the subject vehicle.

INTERROGATORY NO. 32: Identify all expert witnesses you intend to call at trial. For each, state:

a. The name, address and special qualifications of the expert, including specifically his or her educational background, academic, professional and vocational background;

b. Identify any published articles or treatise authored by the expert witness relevant to the subject of the inquiry in this matter. Such identification shall include the title of the article, the publication in which it appeared, and the date of publication;

c. Provide the venue and case title of any litigation in which the expert witness has testified on the subject of the inquiry made in this litigation;

d. State the substance of the facts to which the expert is expected to testify about which he has personal knowledge.

e. State the substance of the facts, the truth of which the expert has been or will be asked to assume;

f. State the substance of all of the opinions to which the expert is expected to testify;

g. State in summary the grounds for each opinion, identifying any demonstrations or experiments performed by or on behalf of the expert, and identify any publications upon which the expert has relied in whole or in part in grounding his/her opinions.

h. State the amount of income that the expert has derived from providing opinions to and testifying for defendants in any state's lemon law or Magnuson-Moss Warranty Act related matters for the last three calendar years.

i. Identify all documents that evidence all sources of income performing work as expert for the last three calendar years.

j. Identify all factual information relied upon by the expert witness including, but not limited to, drawings, correspondence, notes, memoranda, reports (including any and all drafts of such reports), tests, repair invoices, technical service bulletins, recalls, silent warranties or other documents whatsoever, whether still in existence or destroyed.

k. Identify all information including, but not limited to, drawings, correspondence, memoranda, reports, tests, repair invoices, technical service bulletins, recalls, silent warranties or other documents provided to the expert witness by Defendant whether still in existence or destroyed.

Note that Rule 26.05, Minnesota Rules of Civil Procedure, provides specifically for the supplementation of your answers to these Interrogatories to include information acquired after the date of your original or any supplemental Answers.

Date: 5/15/11

GADTKE & BRENNAN, P.A.

By: _____

Todd E. Gadtke (#276704)
Daniel J. Brennan (#284646)
11284 – 86th Avenue North
Maple Grove, MN 55369
Telephone: (763) 315-4548
ATTORNEYS FOR PLAINTIFF

ISSUE LIST

Last Handling Date/ Issue Status	Name/ Reason Desc	Vin/ Case No.	Model Year and Vehicle Line	Issue Type
9/13/2011	TRISTIN SANTORI	1FMCU0EG0BK[redacted]	2011 ESCAPE	06
CANCEL	DRP-VEHICLE REPURCHASE REQUEST	794871071		
8/19/2011	TRISTIN SANTORI	1FMCU0EG0BK[redacted]	2011 ESCAPE	01
CLOSED	CRC RELATED - SUPERVISOR REQUEST SUBMITTED	794871071		
8/19/2011	TRISTIN SANTORI	1FMCU0EG0BK[redacted]	2011 ESCAPE	01
CLOSED	CLP - CRC SUPPORTS FIELD'S DECISION	794871071		
8/19/2011	TRISTIN SANTORI	1FMCU0EG0BK[redacted]	2011 ESCAPE	01
CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	794871071		
8/19/2011	TRISTIN SANTORI	1FMCU0EG0BK[redacted]	2011 ESCAPE	02
CLOSED	MISC INQUIRY - CHANGE OF ADDRESS	794871071		
8/12/2011	TRISTIN SANTORI	1FMCU0EG0BK[redacted]	2011 ESCAPE	04
CLOSED	CLP - IN - SERVICE REPAIR - AT RISK	794871071		
8/10/2011	TRISTIN SANTORI	1FMCU0EG0BK[redacted]	2011 ESCAPE	01
CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	794871071		
8/10/2011	TRISTIN SANTORI	1FMCU0EG0BK[redacted]	2011 ESCAPE	01
CLOSED	CRC RELATED - F/M CSR FOLLOWING CONTACT	794871071		
5/4/2011	TRISTIN SANTORI	1FMCU0EG0BK[redacted]	2011 ESCAPE	08
CLOSED	RAV - OTHER	794871071		
4/29/2011	TRISTIN SANTORI	1FMCU0EG0BK[redacted]	2011 ESCAPE	04
CLOSED	CLP - IN - BUYBACK - BEEN AT DEALER TEN DAYS	794871071		
4/28/2011	TRISTIN SANTORI	1FMCU0EG0BK[redacted]	2011 ESCAPE	03
CLOSED	CLP - IN - FIN ASSIST - OBC	794871071		
4/18/2011	TRISTIN SANTORI	1FMCU0EG0BK[redacted]	2011 ESCAPE	01
CLOSED	MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY	794871071		
4/18/2011	TRISTIN SANTORI	1FMCU0EG0BK[redacted]	2011 ESCAPE	01
CLOSED	WARRANTY - REPAIR MUST BE PERFORMED AT F/LM	794871071		
4/17/2011	TRISTIN SANTORI	1FMCU0EG0B[redacted]	2011 ESCAPE	01
CLOSED	ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED	794871071		

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU0EG0BK[redacted] Year: 2011 Model: ESCAPE Case: 794871071
Name[redacted] Owner Status: Original WSD: 2011-03-26[redacted]
Symptom Desc: ENGINE GENERAL CONCERN MECH FAILURE Primary Phone: [redacted]
Reason Desc: DRP-VEHICLE REPURCHASE REQUEST Secondary Phone[redacted]
Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CANCEL

Action: OPEN - PENDING ELIGIBILITY
Dealer: 09179 INVER GROVE FORD LINCOLN Origin Desc: BETTER BUSINESS BUREAU
Odometer: 5200 MI Comm Type: MAIL
Analyst Name: GRESS,JEFF Analyst: J-GRESS1
Action Date: 08/11/2011 Action Time: 16.05.25.178 Action Data: No

Comments NEW CASE: FRD1125139. PROBLEMS: CATASTROPHIC ENGINE FAILURE,TRANSMISSION WON'T SHIFT,ENGINE DIED AFTER PUTTING INTO GEAR.

Action: OPEN - CABBB CASE ELIGIBLE
Dealer: 09179 INVER GROVE FORD LINCOLN Origin Desc: BETTER BUSINESS BUREAU
Odometer: 5200 MI Comm Type: MAIL
Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
Action Date: 08/12/2011 Action Time: 16.05.09.822 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: BBB-NEW CASE ELIGIBLE
Dealer: 09179 INVER GROVE FORD LINCOLN Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 5200 MI Comm Type: OUTBOUND CALL TO CUSTOMER
Analyst Name: PONTILLO (TPONTILL),TERESA Analyst: TPONTILL
Action Date: 08/16/2011 Action Time: 09.57.58.307 Action Data: No

Comments OPEN BBB CLAIM ON 08/12/11.

Action: FIELD E-MAIL SENT - DRP
Dealer: 09179 INVER GROVE FORD LINCOLN Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 5200 MI Comm Type: OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA Analyst: TPONTILL
Action Date: 08/17/2011 Action Time: 10.50.41.713 Action Data: No

Comments SUBMITTED DEALER REPORT TO SM DENNIS HOLM AT INVER GROVE FL AND SUBMITTED TFOAM REQUEST.

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB
Dealer: 09179 INVER GROVE FORD LINCOLN Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 5200 MI Comm Type: OUTBOUND EMAIL-OTHER

Analyst Name: PONTILLO (TPONTILL),TERESA
Analyst: TPONTILL
Action Date: 08/19/2011 **Action Time:** 14.51.56.591 **Action Data:** No

Comments SUBMITTED INITIAL SETTLEMENT OFFER TO BBB FOR AN FSE INSPECTION/REPAIR. UPON CUSTOMER SATISFACTION, FORD WILL PROVIDE A $415.08 GOODWILL REIMBURSEMENT.

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS
Dealer: 09179 INVER GROVE FORD LINCOLN
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 5200 MI
Comm Type: OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA
Analyst: TPONTILL
Action Date: 08/19/2011 **Action Time:** 15.36.46.942 **Action Data:** Yes

Comments RECEIVED DEALER REPORT FROM SM DENNIS HOLM AT INVER GROVE FL.

Data Element Name	Data Value
DATE PAPERWORK REC'D	09-19-2011

Action: COMPANY REPORT SUBMITTED
Dealer: 09179 INVER GROVE FORD LINCOLN
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 5200 MI
Comm Type: OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA
Analyst: TPONTILL
Action Date: 08/31/2011 **Action Time:** 16.00.51.856 **Action Data:** Yes

Comments SUBMITTED MRF POSITION TO BBB VIA FAX AND EMAIL.

Data Element Name	Data Value
CUSTOMER CONTACTED BY FORD	NO
REGION RESPONDED TO DSB E-MAIL (Y/N)	YES

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 09179 INVER GROVE FORD LINCOLN
Origin Desc: BETTER BUSINESS BUREAU
Odometer: 5200 MI
Comm Type: MAIL
Analyst Name: COSTELLO, MATT
Analyst: M-COSTE3
Action Date: 08/31/2011 **Action Time:** 21.05.09.543 **Action Data:** No

Comments HEARING SCHEDULED ON 09/14/11 AT 11:00AM

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 09179 INVER GROVE FORD LINCOLN
Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 5200 MI
Comm Type: OUTBOUND EMAIL-OTHER
Analyst Name: PONTILLO (TPONTILL),TERESA
Analyst: TPONTILL
Action Date: 09/13/2011 **Action Time:** 10.27.46.949 **Action Data:** No

Comments CASE CLOSED PER CONSUMERS REQUEST.

Action: CUSTOMER CHOSE NOT TO PURSUE CASE FURTHER
Dealer: 09179 INVER GROVE FORD LINCOLN **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 5200 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 09/13/2011 **Action Time:** 11.05.13.459 **Action Data:** No

Comments CUSTOMER CHOSE NOT TO PURSUE CASE FURTHER

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All Action Details for Issue

Print

VIN: 1FMCU0EG0BK[redacted]
Year: 2011
Model: ESCAPE
Case: 794871071
Name: [redacted]
Owner Status: Original
WSD: 2011-03-26
Symptom Desc:
Primary Phone: [redacted]
Reason Desc: CRC RELATED - SUPERVISOR REQUEST SUBMITTED
Secondary Phone: [redacted]
Issue Type: 01 INQUIRY
Issue Status: CLOSED

Action: SUPERVISOR REQUEST LIVE ESCALATION
Dealer:
Origin Desc: MANUAL - PHONE CSR
Odometer: 5600 MI
Comm Type: PHONE
Analyst Name: CONTE AARON
Analyst: ACONTE2
Action Date: 08/19/2011
Action Time: 17.06.51.584
Action Data: Yes

Comments CUSTOMER SAID: -B/C SHE WAS TOLD SHE CAN'T PUT ANOTHER BUYBACK REQUEST IN THROUGH FORD..SHE WOULD LIKE TO SPEAK TO A SUPCRC ADVISED: =WARM TRAN. HER INTO CAS-KEVIN TO TAKE THE CALL

Data Element Name	Data Value
ASSIGNED TO	KTESMACH

Action: SUPERVISOR REQUEST LIVE CLOSE
Dealer:
Origin Desc: TIER ONE - MELBOURNE
Odometer: 5600 MI
Comm Type: PHONE
Analyst Name: TESMACHER KEVIN
Analyst: KTESMACH
Action Date: 08/19/2011
Action Time: 17.08.48.628
Action Data: No

Comments =CAS KEVIN TAKING LIVE CALL FROM AARON=CUST VERIFIED THE CONCERN=JUST SEEKING FOR FORD TO WORK WITH THE CUST DIRECTLY=DID NOT KNOW WHAT SHE WAS GETTING INTO WHEN BBB OPENED A CASE=ADVISED CUST THAT WE CANNOT INTERVENE WITH THIS SITUATION BECAUSE OF THE OPEN CASE=ADVISED THAT WHEN BBB GETS INVOLVED THEN THEY ARE THE REPRESENTATIVE ON THE CASE, AND CRC CANNOT PROVIDE ANY ADVISE =ADVISED TO WORK WITH THE BBB=ADVISED THAT FORD WOULD BE ABLE TO REPLACE THE VEH BECAUSE OF CURRENT CASE--NO FURTHER ACTION NEEDED

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All Action Details for Issue

Print

VIN: 1FMCU0EG0BK[redacted] Year: 2011 Model: ESCAPE Case: 794871071
Name: [redacted] Owner Status: Original WSD: 2011-03-26
Symptom Desc: Primary Phone: [redacted]
Reason Desc: CLP - CRC SUPPORTS FIELD'S DECISION Secondary Phone: [redacted]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CB-SUPPORT DEALERSHIP'S/REGION'S POSITION
Dealer: 09179 INVER GROVE FORD LINCOLN Origin Desc: US CONCERN CASE BASE
Odometer: 5600 MI Comm Type: PHONE
Analyst Name: CONTE AARON Analyst: ACONTE2
Action Date: 08/19/2011 Action Time: 17.04.44.814 Action Data: No

Comments CUSTOMER SAID: -SHE HAD MANY ISSUES ON AND ON WITH VEH HAVING HARSH SHIFTS INTO 2ND GEAR (SEE HISTORICALS)-SHE NOW HAS TO PICK UP VEH BY 2MROW @ NOON FROM DLR B/C IT IS NOW REPAIRED-BUT SHE STILL FEELS UNCOMFORTABLE IN THE VEH EVEN AFTER THIS LAST REPAIR-SHE PUT IN A BUYBACK REQUEST IN APRIL 2011, BUT IN TURN FORD GAVE HER A PREMIUMCARE ESP WHICH SHE WAS VERY APPRECIATIVE OF-BUT, ISSUES STILL PERSISTED ON VEH AND SHE STILL WANTED TO WORK W/ US ON A BUYBACK AGAIN-SHE SPOKE W/ THE FORD DLR ABOUT WHAT TO DO NEXT AND THE DLR SAID TO CALL THE BETTER BUS. BUREAU FOR A DRP SETTLEMENT-CUST. WAS UNAWARE OF WHAT BBB IS AND SHE JUST WANTED THIS CASE TO BE BETWEEN HER AND FORD-ALL IN ALL SHE JUST WANTS TO BE IN ANOTHER FORD VEH AND FOR HER VEH TO BE BOUGHT BACKDEALER SAID: INVER GROVE FORD LINCOLN DEALER ADDRESS: 4725 S ROBERT TRAIL INVER GROVE HEIGHTS MN 55077 DEALER MAIN PHONE: 651-451-2201CRC ADVISED: THANK YOU FOR CONTACTING FORD MOTOR COMPANY IN REGARDS TO THIS ISSUE. OUR RECORDS INDICATE THAT A DECISION HAS BEEN MADE AND THE CRC CAN NOT OVERTURN THIS DECISION. HOWEVER, TO ENSURE OUR RECORDS ARE COMPLETE WE HAVE DOCUMENTED YOUR FEEDBACK(NOTE TO CSR: SUPPORT THE DLR, REGION, DECISION)-ADV HER BBB HAS AN OPEN CASE ALREADY FOR THIS AND THEY ARE THE BEST TO SPEAK REGARDING FURTHER INFO REGARDING THIS-AS PER TL-SALLY WE CANNOT OPEN ANOTHER CASE FOR A BUYBACK B/C WE ALREADY LOOKED INTO THAT IN APRIL

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All Action Details for Issue

Print

VIN: 1FMCU0EG0BK[redacted] **Year:** 2011 **Model:** ESCAPE **Case:** 794871071
Name: [redacted] **Owner Status:** Original **WSD:** 2011-03-26
Symptom Desc: ENGINE GENERAL CONCERN MECH FAILURE **Primary Phone** [redacted]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS
Dealer: **Origin Desc:** US CONCERN CASE BASE
Odometer: 5200 MI **Comm Type:** PHONE
Analyst Name: DEROIS, ALISON **Analyst:** ADEROIS
Action Date: 08/19/2011 **Action Time:** 13.10.12.155 **Action Data:** No

Comments CUSTOMER SAID: ***AS PER HISTORICALS***--DLR IS TELLING CUST SHE NEEDS TO PICK UP THE VEH AND RETURN THE RENTAL--CUST DOES NOT FEEL SAVE DOING SO BECAUSE CONCERN HAS NOT BEEN FIXED--CUST SEEKING TO SEE IF SHE HAS ANY OTHER OPTIONSCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.--DID NOT ADVISE CUST OF ABOVE--ADVISED CUST THAT SHE NEEDS TO SPEAK TO THE BBB SINCE THAT IS WHO SHE WENT THROUGH TO HAVE VEH BOUGHT BACK--PROVIDED NUMBER AND TRANS

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All Action Details for Issue

Print

VIN: 1FMCU0EG0BK[redacted]
Year: 2011
Model: ESCAPE
Case: 794871071
Name: [redacted]
Owner Status: Original
WSD: 2011-03-26
Symptom Desc:
Primary Phone: [redacted]
Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS
Secondary Phone: [redacted]
Issue Type: 02 INFORMATION
Issue Status: CLOSED

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER
Dealer:
Origin Desc: MANUAL - PHONE CSR
Odometer: 1251 MI
Comm Type: PHONE
Analyst Name: BURKS, JESSE
Analyst: JBURKS12
Action Date: 04/20/2011
Action Time: 09.10.26.582
Action Data: No

Comments CUSTOMER PROFILE UPDATE

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER
Dealer:
Origin Desc: MANUAL - PHONE CSR
Odometer: 5200 MI
Comm Type: PHONE
Analyst Name: DEROIS, ALISON
Analyst: ADEROIS
Action Date: 08/19/2011
Action Time: 12.49.55.803
Action Data: No

Comments CUSTOMER PROFILE UPDATE

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All Action Details for Issue

Print

VIN: 1FMCU0EG0B[redacted] Year: 2011 Model: ESCAPE Case: 794871071
Name: [redacted] Owner Status: Original WSD: 2011-03-26
Symptom Desc: STALLS/QUITS IDLE Primary Phone [redacted]
Reason Desc: CLP - IN - SERVICE REPAIR - AT RISK Secondary Phone: [redacted]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 08/09/2011

Action: TIER II ESCALATION - CUSTOMER PERCEIVES MULTIPLE REPAIR
Dealer: 09179 INVER GROVE FORD LINCOLN Origin Desc: US CONCERN CASE BASE
Odometer: 5200 MI Comm Type: PHONE
Analyst Name: ALEXANDER, JOSHUA Analyst: JALEX133
Action Date: 08/08/2011 Action Time: 13.21.18.499 Action Data: Yes

Comments CUSTOMER SAID: -HAS HAD ENGINE AND DRIVETRAIN REPLACED DUE TO CATASTROPHIC ENGINE FAILURE-VEHICLE STARTED ACTING SLUGGISH AS IF NOT SHIFTING RIGHT-DEALER STATED WAS NORMAL BEHAVIOR-CUSTOMER STATED LAST SATURDAY GOT IN AND STARTED VEHICLE WENT TO PUT IT IN GEAR AND ENGINE DIED, LET IT SIT 5 MINUTES AND STARTED UP FINE-GOT IN THIS MORNING AND THE VEHICLE DID IT AGAIN-HAS TRIED DEALING WITH DEALERSHIP BUT THEY AREN'T HELPINGDEALER SAID: INVER GROVE FORD LINCOLN DEALER ADDRESS: 4725 S ROBERT TRAIL INVER GROVE HEIGHTS MN 55077 DEALER MAIN PHONE: 651-451-2201CRC 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-BEST NUMBER TO REACH 6517858736-BEST TIME TO REACH ANYTIME-VEHICLE IS IN CUSTOMER POSESSION

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	0 0

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 09179 INVER GROVE FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5200 MI Comm Type: OUTBOUND CALL TO DEALER
Analyst Name: RAUSCHER,AMBER Analyst: ARAUSCHE
Action Date: 08/09/2011 Action Time: 16.05.18.997 Action Data: No

Comments CSM AMBER X7788 ASSISTING CSM MISSY X7792 --- OBC TO DLR BRETT ASSIST SM --- LM ON VM --- ASKED DLR TO INVESTIGATE CUST REPORTED CONCERN WITH VEH SINCE LAST ENGINE REPAIR TO VEH --- ASKED DLR TO CONTACT CSM AMBER WITHTHIS INFORMATION SO THAT CSM CAN CONTACT CUST BASED ON DLR INPUT REGARDING CONCERNS VEH IS EXHIBITING

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 09179 INVER GROVE FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5200 MI Comm Type: PHONE
Analyst Name: RAUSCHER,AMBER Analyst: ARAUSCHE
Action Date: 08/09/2011 Action Time: 16.06.40.146 Action Data: Yes

Comments SETTING F/U FOR CUST CONTACT FOR CSM MISSY FOR 8-10-2011

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-10-2011

TIME OF FOLLOW UP (HH:MM): 19:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 09179 INVER GROVE FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5200 MI **Comm Type:** PHONE
Analyst Name: COGER,MELISSA **Analyst:** MCOGER1
Action Date: 08/10/2011 **Action Time:** 10.30.37.552 **Action Data:** Yes

Comments - CSM MISSY EXT 7792- OBC TO DLRSHP AT 651-451-2201- SPOKE TO SA ADAM- TRANSMISSION HAS BEEN REPLACED- ADVISED CUST DROPPED OFF THIS MORNING- VEHICLE STILL HAVING ISSUES AND THEY HAVE NOT LOOKED AT IT YET- CUST IS IN A LOANER- ADVISED THEY SHOULD HAVE IT DIAGNOSED BY TOMORROW- ADVISED I WILL CALL CUST AND TOUCH BASE- OBC TO CUST AT [redacted] - LMOM TO RETURN CALL - ADVISED SPOKE TO DLRSHP- ADVISED THEY ARE STILL TRYING TO DIAGNOSE- ADVISED I WILL F/U NO LATER THAN 430 PM EST TOMORROW- PROVIDED MY CONTACT INFO

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-12-2011
TIME OF FOLLOW UP (HH:MM):	16:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 09179 INVER GROVE FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5200 MI **Comm Type:** PHONE
Analyst Name: COGER,MELISSA **Analyst:** MCOGER1
Action Date: 08/10/2011 **Action Time:** 13.00.28.759 **Action Data:** No

Comments - CSM MISSY EXT 7792- IBC FROM CUST- ADVISED SHE IS RETURNING CALL- ADVISED SHE IS NOT HAPPY AND UNSAFE IN THIS VEHICLE- ADVISED SHE WANTS IT BOUGHT BACK AND SHE WILL WALK AWAY FROM THE VEH- SHE DOESN'T WANT IT- ADVISED I CAN DO THE PAPERWORK- ADVISED THAT I CAN NOT GUARANTEE ANYTHING BUT I WILL BE HAPPY TO PROCESS THE GOOD FAITH PAPERWORK- ADVISED THAT SHE WILL TALK TO THE GM AT THE DLRSHP AND NOT TO PROCESS ANY PAPERWORK AT THIS TIME- SHE WILL TALK TO HIM FIRST AND THEN CALL ME BACK- ADVISED I DO NOT NEED TO CALL HER UNTIL SHE CONTACTS ME- ADVISED CUST THAT WAS FINE

Action: CUSTOMER RETAINED LAWYER
Dealer: 09179 INVER GROVE FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 5200 MI **Comm Type:** PHONE
Analyst Name: COGER,MELISSA **Analyst:** MCOGER1
Action Date: 08/12/2011 **Action Time:** 09.46.37.284 **Action Data:** No

Comments - CSM MISSY EXT 7792- VM FROM CUST- ADVISED NO NEED TO CONTACT BACK- ADVISED HAS GONE THE LEGAL ROUTE- ADVISED THANKS FOR CALLING HER- ADVISED NO FURTHER ASSISTANCE NEEDED- WILL CLOSE CASE AT THIS TIME BUT HAPPY TO REOPEN IF NEEDED

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All Action Details for Issue

Print

VIN: 1FMCU0EG0BK[redacted] Year: 2011 Model: ESCAPE Case: 794871071
Name: [redacted] Owner Status: Original WSD: 2011-03-26
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone [redacted]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT Secondary Phone: [redacted]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS
Dealer: Origin Desc: US CONCERN CASE BASE
Odometer: 5200 MI Comm Type: PHONE
Analyst Name: KING, WILLIAM Analyst: WKING72
Action Date: 08/09/2011 Action Time: 12.08.07.886 Action Data: No

Comments CUSTOMER SAID: =CUST WAITING ON F/U =CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.=ADV F/U 8/10 BY 5PM=

Action: CALLBACK ADD ADDITIONAL COMMENTS
Dealer: Origin Desc: US CONCERN CASE BASE
Odometer: 5200 MI Comm Type: PHONE
Analyst Name: PACQUETTE , PATRICIA Analyst: PPACQUET
Action Date: 08/10/2011 Action Time: 12.59.15.006 Action Data: No

Comments CUSTOMER SAID: =CUST RECEIVED A CALL FROM MISSY =MISSY LEFT CALL BACK NUMBER BUT NOT AN EXTENTION-CUST CALLING FOR EXTENTIONCRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.***DID NOT ADVISE ABOVE***CRC ADV:-MISSY HAS A F/U SCHEDULED FOR YOU FOR TOMORROW NO LATER THAN 4:30-HER EXTENTION IS 7792

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All Action Details for Issue

Print

VIN: 1FMCU0EG0BK[redacted] **Year:** 2011 **Model:** ESCAPE **Case:** 794871071
Name: [redacted] **Owner Status:** Original **WSD:** 2011-03-26
Symptom Desc: AUTO TRANS UPSHIFT NO UPSHIFT **Primary Phone:** [redacted]
Reason Desc: CRC RELATED - F/M CSR FOLLOWING CONTACT **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: CALLBACK ADD ADDITIONAL COMMENTS
Dealer: **Origin Desc:** US CONCERN CASE BASE
Odometer: 5200 MI **Comm Type:** PHONE
Analyst Name: NIEVE, JAYLE ANN **Analyst:** JNIEVE12
Action Date: 08/10/2011 **Action Time:** 09.34.51.275 **Action Data:** No

Comments CUSTOMER SAID: -CUST STATED VEH WOULD NOT SHIFT AND VEH MADE A REALLY LOUD IDLEING SOUND-VEH IS NOW AT THE DLR-CUST STATED IT NEVER GOT OUT 1ST GEAR-CUST JUST WANTED TO INFORM US OF THIS UPDATEDEALER SAID: -INVER GROVE FORD LINCOLN DEALER ADDRESS: 4725 S ROBERT TRAIL INVER GROVE HEIGHTS MN 55077CRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.--DID NOT ADV

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All Action Details for Issue

Print

VIN: 1FMCU0EG0BK[redacted] **Year:** 2011 **Model:** ESCAPE **Case:** 794871071
Name: [redacted] **Owner Status:** Original **WSD:** 2011-03-26
Symptom Desc: ENGINE GENERAL CONCERN MECH FAILURE **Primary Phone:** [redacted]
Reason Desc: RAV - OTHER **Secondary Phone:** [redacted]
Issue Type: 08 RAV **Issue Status:** CLOSED

Action: ESP PREMIUM CARE PLAN

Dealer: 09179 INVER GROVE FORD LINCOLN

Origin Desc: CONSUMER AFFAIRS - REACQUIRED VEHICLES

Odometer: 1200 MI **Comm Type:** MAIL

Analyst Name: DAUNT,CHRIS **Analyst:** C-DAUNT

Action Date: 05/04/2011 **Action Time:** 20.00.27.986 **Action Data:** No

Comments reg'd 60/75K PREM $100 ded

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All Action Details for Issue

Print

VIN: 1FMCU0EG0BK[redacted] Year: 2011 Model: ESCAPE Case: 794871071
Name: [redacted] Owner Status: Original WSD: 2011-03-26
Symptom Desc: ENGINE GENERAL CONCERN MECH FAILURE Primary Phone: [redacted]
Reason Desc: CLP - IN - BUYBACK - BEEN AT DEALER TEN DAYS Secondary Phone: [redacted]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 04/27/2011

Action: TIER II ESCALATION - BUYBACK
Dealer: 09179 INVER GROVE FORD LINCOLN Origin Desc: US CONCERN CASE BASE
Odometer: 1200 MI Comm Type: PHONE
Analyst Name: CONSALO, DEBRA Analyst: DCONSALO
Action Date: 04/26/2011 Action Time: 16.33.56.422 Action Data: No

Comments CUSTOMER SAID: 1FMCU0EG0BK[redacted] 2011 1200 MILES= SEE HISTORICALS..-ENGINE LOCKED UP AT 60 MPH...-VEH AT THE DLR NOW 11 DAYS.....= CUSTOMER CALLING BACK IN AND WANTS A BUY-BACK...= CUSTOMER IS SCARED OF THIS VEH....= CUSTOMER DOES NOT FEEL SAFE TAKING THIS VEH BACK ....WITH OR WITHOUT A NEW ENGINE....-BUY-BACK REQUEST....DEALER SAID: INVER GROVE FORD LINCOLN MERCURY 4725 S ROBERT TRAILINVER GROVE HEIGHTS, MN 55077 TEL:(800) 730-1765CRC ADVISED: NOTE: CUSTOMER IS REQUESTING A BUYBACKI HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.- BEST CONTACT NUMBER FOR CUSTOMER.....[redacted]

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 09179 INVER GROVE FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 1200 MI Comm Type: PHONE
Analyst Name: COGER,MELISSA Analyst: MCOGER1
Action Date: 04/27/2011 Action Time: 16.25.18.888 Action Data: Yes

Comments - CSM MISSY EXT 7792- OBC TO SM DENNY AT 651-554-7092- LMOM FOR SM DENNY TO CALL- PER 03 CASE VEH WAS BEING REPAIRED YESTERDAY- OBC TO CUST AT [redacted]- LMOM TO RETURN CALL- ADVISED I WAS F/U WITH REPAIRS AND FOR UPDATE WITH SM- ADVISED WILL CONTACT TOMORROW BY 4:30

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-28-2011
TIME OF FOLLOW UP (HH:MM):	16:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 09179 INVER GROVE FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 1200 MI Comm Type: PHONE
Analyst Name: COGER,MELISSA Analyst: MCOGER1
Action Date: 04/28/2011 Action Time: 09.27.51.997 Action Data: Yes

Comments - CSM MISSY EXT 7792- OBC TO SM DENNY AT 651-554-7092- VEH IS COMPLETED AND READY TO PICK UP- CUST IN RENTAL- SM ADVISED THAT CUST WANTS TO SEE ABOUT A BUY BACK- ADVISED I WILL CALL CUST- OBC TO CUST AT [redacted]- VERIFIED CUST INFO- CUST ADVISED THAT SHE WANTED TO KNOW ABOUT A REPLACEMENT DUE TO ISSUES WITH ENGINE- ADVISED I WOULD BE HAPPY TO LOOK INTO IT BUT AFTER REVIEWING HER CASE IT IS NOT EGILABLE- CUST THEN ASKED ABOUT AN ESP OR SOMETHING- ADVISED CUST I WOULD BE HAPPY TO ASSIST WITH A PEACE OF MIND AND GIVE AN ESP- CUST VERY HAPPY WITH THAT AND THANKED- CONFIRMED CUST HAS MY CONTACT INFO- UPLOADING RAV TO VEHICLE

Data Element Name	Data Value
DATE OF FOLLOW UP:	04-29-2011
TIME OF FOLLOW UP (HH:MM):	16:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 09179 INVER GROVE FORD LINCOLN **Origin Desc:** DEALER
Odometer: 1200 MI **Comm Type:** VISIT
Analyst Name: DENNY HOLM **Analyst:** D-HOLM3
Action Date: 04/29/2011 **Action Time:** 09.05.15.852 **Action Data:** No

Comments CUSTOMER PICKED UP VEHICLE ON THE EVENING OF 04.28DENNIS HOLM

Action: CONCERN RESOLVED
Dealer: 09179 INVER GROVE FORD LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 1200 MI **Comm Type:** PHONE
Analyst Name: COGER,MELISSA **Analyst:** MCOGER1
Action Date: 04/29/2011 **Action Time:** 11.34.07.787 **Action Data:** Yes

Comments - CSM MISSY EXT 7792- RAV LOADED TO VEH- OBC TO CUST- CUST VERY HAPPY AND THANKSED CSM- ADVISED WELCOME TO CONTACT ME IN THE FUTURE IF ANY ISSUES

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	74
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) ($)	
--CUSTOMER'S SHARE OF REPAIR COST ($)	
--DEALER'S SHARE OF REPAIR COST-P18 ($)	
--DEALER'S SHARE OF REPAIR COST-OTHER($)	
--FORD'S SHARE OF REPAIR COST-P11 ($)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU0EG0BK[redacted] Year: 2011 Model: ESCAPE Case: 794871071
Name: [redacted] Owner Status: Original WSD: 2011-03-26
Symptom Desc: INDICATOR CHECK ENGINE Primary Phone: [redacted]
Reason Desc: CLP - IN - FIN ASSIST - OBC Secondary Phone: [redacted]
Issue Type: 03 CONCERN Issue Status: CLOSED
Initial Customer Contact: 04/20/2011

Action: CONSEQUENTIAL - UNABLE TO REACH DEALER
Dealer: 09179 INVER GROVE FORD LINCOLN Origin Desc: US CONCERN CASE BASE
Odometer: 1251 MI Comm Type: PHONE
Analyst Name: BURKS, JESSE Analyst: JBURKS12
Action Date: 04/20/2011 Action Time: 09.23.00.753 Action Data: No

Comments CUSTOMER SAID: --- CUST CALLED IN ABOUT ISSUE ALREADY--- ISSUE WITH ENGINE--- ENGINE BLEW WHILE DRVING AND IT WAS A VEY SCARY SITUATION FOR THEM--- CUST SAYS BOTH SHE AND HER HUSBAND ARE ON THE REGISTRATION--- CUST IS SCARED TO BE IN THE VEH--- SHE WOULD NOT FEEL COMFORTABLE DRIVING IT--- SHE WAS TOLD BY DLR THAT THIS WAS TERMED A CATASTROPHIC ENGINE FAILURE AND THAT FORD WOULD REPLACE ENGINE--- INVER GROVE FORD LINCOLN MERCURY4725 S ROBERT TRAILINVER GROVE HEIGHTS MN 55077(800) 730-1765--- CUST WANTS DIFFERENT VEH ALL TOGETHER BECAUSE SHE DOES NOT FEEL THIS VEH WILL BE SAFE--- WHEN IT HAPPENED ALL EMERGENCY LIGHTS CAME ON THE RPM SHOT WAY UP AND LOCKED--- CUST IS HOPING FORD WILL CONSIDER PUTTING THEM IN A NEW VEHCRC ADVISED: AFTER REVIEWING MY RESOURCES, I SEE THERE ARE NO FACTORY WARRANTIES OR PROGRAMS IN EFFECT ON YOUR VEHICLE THAT WOULD PROVIDE FINANCIAL ASSISTANCE FOR YOUR CURRENT CONCERN. I HAVE HOWEVER DOCUMENTED YOUR ISSUE; THE DETAILS WILL BE PROVIDED TO YOUR SERVICING DEALERSHIP AND REVIEWED INTERNALLY WITHIN FORD MOTOR COMPANY. PLEASE ALLOW THE NECESSARY TIME TO ASSESS YOUR CONCERN WHICH MAY TAKE UP TO 4 BUSINESS DAYS. ONCE FORD HAS COLLABORATED WITH YOUR DEALERSHIP, AND A FINAL DECISION IS RENDERED REGARDING FINANCIAL ASSISTANCE, YOU WILL BE CONTACTED BY EITHER THE DEALERSHIP'S SERVICE MANGER OR A REPRESENTATIVE OF FORD MOTOR COMPANY. WE APPRECIATE YOU TAKING THE TIME TO MAKE US AWARE OF THIS ISSUE AND THANK YOU FOR CONTACTING FORD MOTOR COMPANY.

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 09179 INVER GROVE FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 1251 MI Comm Type: OUTBOUND EMAIL-OTHER
Analyst Name: COGER,MELISSA Analyst: MCOGER1
Action Date: 04/20/2011 Action Time: 12.48.03.689 Action Data: No

Comments - CSM MISSY EXT 7792- SENT EMAIL TO SM DENNY FOR UPDATE ON CASE CONCERN- CSM WILL MONITOR FOR UPDATE OR EMAIL

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 09179 INVER GROVE FORD LINCOLN Origin Desc: DEALER
Odometer: 1251 MI Comm Type: VISIT
Analyst Name: DENNY HOLM Analyst: D-HOLM3
Action Date: 04/20/2011 Action Time: 16.24.27.035 Action Data: No

Comments MOTOR HAS FAILED INTERNALLY, APPEARS DUE TO LOW OIL PRESSURE ENGINE ASSEMBLY HAS BEEN ORDERED, ETA IS APROX 04.26.11DENNIS HOLM

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 09179 INVER GROVE FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 1251 MI

Comm Type: INBOUND EMAIL-OTHER

Analyst Name: COGER,MELISSA

Analyst: MCOGER1

Action Date: 04/20/2011

Action Time: 16.29.21.700

Action Data: No

Comments - CSM MISSY EXT 7792- INBOUND EMAIL FROM SM DENNY- WILL MONITOR FOR REPAIRS

Action: DUPLICATE CASE

Dealer: 09179 INVER GROVE FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 1251 MI

Comm Type: PHONE

Analyst Name: COGER,MELISSA

Analyst: MCOGER1

Action Date: 04/28/2011

Action Time: 09.17.52.627

Action Data: No

Comments - CSM MISSY EXT 7792- THER EIS AN OPEN 04 CASE

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All Action Details for Issue

Print

VIN: 1FMCU0EG0BK[redacted] Year: 2011 Model: ESCAPE Case: 794871071
Name: [redacted] Owner Status: Original WSD: 2011-03-26
Symptom Desc: Primary Phone: [redacted]
Reason Desc: MARKETING-PUBLIC PRIVATE-ESP-ACCESSORY Secondary Phone: [redacted]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ESP OFFER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 12053 MI Comm Type: PHONE
Analyst Name: LUKASIK, MELISSA Analyst: MLUKASI2
Action Date: 04/18/2011 Action Time: 09.56.26.126 Action Data: Yes

Comments NO COMMENTS AVAILABLE

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	FINANCIAL ASSISTANCE
ESP OFFER ACTIONS:	NO TRANSFER - CUSTOMER NOT INTERESTED

Action: PUBLIC-PRIVATE OFFER
Dealer: Origin Desc: MANUAL - PHONE CSR
Odometer: 12053 MI Comm Type: PHONE
Analyst Name: LUKASIK, MELISSA Analyst: MLUKASI2
Action Date: 04/18/2011 Action Time: 09.58.09.613 Action Data: Yes

Comments NO COMMENTS AVAILABLE

Data Element Name	Data Value
GENERAL REASON FOR CRC CONTACT:	FINANCIAL ASSISTANCE
PUBLIC-PRIVATE OFFER ACTIONS:	CUSTOMER NOT INTERESTED AT THIS TIME

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU0EG0BK[redacted] **Year:** 2011 **Model:** ESCAPE **Case:** 794871071
Name: [redacted] **Owner Status:** Original **WSD:** 2011-03-26
Symptom Desc: INDICATOR CHECK ENGINE **Primary Phone:** [redacted]
Reason Desc: WARRANTY - REPAIR MUST BE PERFORMED AT F/LM **Secondary Phone:** [redacted]
Issue Type: 01 INQUIRY **Issue Status:** CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY
Dealer: 09179 INVER GROVE FORD LINCOLN **Origin Desc:** US CONCERN CASE BASE
Odometer: 12053 MI **Comm Type:** PHONE
Analyst Name: LUKASIK, MELISSA **Analyst:** MLUKASI2
Action Date: 04/18/2011 **Action Time:** 09.55.08.099 **Action Data:** No

Comments CUSTOMER SAID: CUST SAYS: -- ESCAPE ENGINE BLEW ON SAT. - THE CUST HAS ONLY OWNED THE VEH FOR THREE WKS AN HAS NOT EVEN MADE A PAYMENT ON THE VEH.---------- WHILE ACCELERATING TO A HIGHWAY SPEED OF 60 MPH THE RPM SHOT UP TO 6500 AN LOCKED INPLACE, AND THEN THE ENGINE BEGAN TO MAKE A HORRIBLE NOISE.- THEN THE POWER STEERING LOCKED UP, AND EVERY EMERGENCY LIGHT CAME ON.-- VEH WAS PULLED OFF TO THE EMERGENCY AREA, AND THEY CALLED ROADSIDE ASSISTANCE AND A TOW CAME TO GET THE VEH.- THE VEH IS CURRENTLY AT THE SELLING DLR.-- THERE IS NO DIAGNOSIS AS OF YET THAT WAS GIVEN TO THE CUST, SHE IS EXPECTING A CALL TODAY, BUT THERE IS A PERCEPTION OF A EXTENDED TIME AT THE DLR.---------- DLR OFFERED A RENTAL VEH BUT THEY WOULDNT ABLE TO GET IT BECAUSE OF SCHEDULE.-- CUST IS SEEKING DOCUMENTATION AND WOULD LIKE TO HAVE A BRAND NEW ENGINE DROPPED INTO THE VEH INSTEAD OF REBUILDING THE DEFECTIVE PRODUCT.DEALER SAID: INVER GROVE FORD LINCOLN MERCURY4725 S ROBERT TRAILINVER GROVE HEIGHTS MN 55077(800) 730-1765CRC ADVISED: WE RECOMMEND THAT YOUR VEHICLE BE INSPECTED BY A FORD/LINCOLN/MERCURY DEALERSHIP TO DETERMINE THE CAUSE OF ANY SYMPTOMS YOUR VEHICLE MAY BE EXPERIENCING. IF THERE IS NO COVERAGE UNDER APPLICABLE WARRANTIES, RECALLS OR ESP'S, REPAIRS AND SERVICES WOULD BE YOUR RESPONSIBILITY. YOUR NEXT STEP IS TO MAKE AN APPOINTMENT WITH YOUR SERVICING DEALERSHIP TO HAVE YOUR VEHICLE DIAGNOSED.

Ford Confidential

All Action Details for Issue

Print

VIN: 1FMCU0EG0BK[redacted] Year: 2011 Model: ESCAPE Case: 794871071
Name: [redacted] Owner Status: Original WSD: 2011-03-26
Symptom Desc: GENERAL INQUIRIES REQUEST/NON-VEHICLE RELATED Primary Phone [redacted]
Reason Desc: ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED Secondary Phone: [redacted]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ROADSIDE ASSISTANCE-TOW-WHEEL LIFT
Dealer: Origin Desc: CROSS COUNTRY MOTOR CLUB
Odometer: 001100 MI Comm Type: MAIL
Analyst Name: Analyst: SYSTEM
Action Date: 04/17/2011 Action Time: 22.04.42.317 Action Data: No

Comments DISPATCH COMPLETE

Ford Confidential

BBB AUTO LINE

September 13, 2011

[redacted]

SOUTH SAINT PAUL MN [redacted]

Re: FRD1125139[redacted] vs Ford Motor Corporation 1FMCU0EG0BK[redacted]

Dear [redacted]:

As you have indicated that you do not wish to pursue your claim with the BBB AUTO LINE program at this time, your case has been closed.

If you decide to pursue your case in the future, we will need to determine your eligibility for BBB AUTO LINE on your vehicle's new age and mileage and the eligibility requirements at that time.

If you have any questions, please feel free to contact me at 800.955.5100.

Sincerely,

Brian Drouin at Extension 385

CC: Teresa Pontillo

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

MANUFACTURER RESPONSE FORM

Will participate - In Writing ☐ By Phone ☒

Case Number: FRD1125139
Customer Name: [redacted]
VIN: 1FMCU0EG0BK[redacted]
Vehicle year/model: 2011 Escape
Current mileage: 5,200

State: Minnesota
Warranty Start Date: 03/26/11

Purchased: ☒ New ☐ Used (mileage and date of purchase) ☐ Leased (terms of lease)
This claim is: ☒ IN BTB Warranty ☐ IN Diesel Warranty ☐ IN Powertrain Warranty ☐ Out of All Warranties
Extended Service Plan: ☐ NO ☒ YES (5 years/75K miles Premium Care ESP)

SETTLEMENT INFORMATION

What, if anything, was offered to the customer to settle this dispute?
On 08/19/11, the consumer was offered a Ford Field Service Engineer (FSE) inspection with repairs as deemed necessary. Upon customer satisfaction, Ford would have provided a $415.08 goodwill reimbursement.

Please indicate the customer's response below:

☒ The customer rejected the offer on 08/26/11

☐ The customer has not indicated a response to the offer.

The Customer Claim Form (CCF) lists the following concerns:

- **Catastrophic engine failure**
- **Transmission won't shift**
- **Engine died after putting into gear**

MANUFACTURER'S POSITION:

Ford Motor Company respectfully recommends that the customer's request for a repurchase and/or replacement be denied. It is Ford's position that this vehicle has not received a substantial number of repairs for a single non-conformity, nor has the unit been out of service for an extended amount of time. The issues listed on the Agreement to Arbitrate have not *substantially* impaired the safety, value, and/or use of the vehicle and; therefore, Ford feels this claim does not meet the Minnesota State Lemon Law requirements for a replacement/repurchase award.

This vehicle has not received four or more repair attempts towards a non-conformity, that still continues to exist, nor has it been out of service for 30 or more days as required per the state Lemon Law.

There have been a total of two dealer visits and 22 days out of service; however, the most recent visit resulted in 11 days of technicians test driving the vehicle, in an attempt to duplicate the concerns, resulting in no repairs as they confirmed the vehicle was operating as designed and free of any manufacturing defects.

We are respectfully seeking a denial in response to the consumers request for a replacement/repurchase award.

DOCUMENTATION PROVIDED

- ☒ Technical Service Bulletins
- ☐ Recall Notices
- ☐ Ford Field Service Engineer Report
- ☒ Dealer Report
- ☒ Other: Repair Orders & Warranty History

List amount of any over allowance /negative equity: $ N/A

To: Brian Drouin

BBB AUTO LINE

Fax: 703.247.9700

Completed by: Teresa Pontillo Date: 08/31/11

Fax: 866-567-6519

* Ford's Warranty History *

Server: **AWS Prod**
Claims loaded through: **15-AUG-2011**

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 16-AUG-11
Note: All Costs are in US Dollars Server Name: AWS Prod Claims loaded through

	VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
#1 engine died	1FMCU0EG0B[redacted]	M1	T/M7	F	T/WE	T/EF	T/A	AJ	T/W6	T/SG	14-01-11	26-03-11	158012	USA	1	1A03	AL8Z	6006	A	F04	S11	V52	D02	42
	AWS Claim Key:	418155	Doc #:	06345502	Trx Code:		1	Labor Hrs:	11.6	Labor Cost:		1177.99	Material Cost:	3194.32	Total Cost:	4932.31								
	Dlr Cd-Sub Cd:	09179-*	Name:	INVER GROVE FORD LINCOLN			Ph:	651-4512201	St: MN	Ctry Cd:	USA	Reg Cd:	NA	Repr Date: 16-APR-11			DIST(Mile): 1251							
	Cust Comments:	ENGINE CUSTOMER STATES ENGINE DIED WHILE DRIVING AT HYWAY SPEEDS AFTER TURNING AROUND TACH SHOT UP TO 6,200R.P.M JUST BEFORE ENGINE DIED.RESTARTE																						
	Tech Comments:	INSPECT FOR NO START. VEHICLE STARTED UP FINE, HAS ENG NOISE. IDS SELF TEST ALL CMTCS AND PCM. PCM CODE P260F. PERFORM PINPOINT HX1, HX46, PASS. HX47,MONITOR FTP, 2.62V, PASS.HX49 IS TO REPROGRAMPCM, PCM AT LATEST UPDATE, CANNOT REPROGRAM. LET VEHICLE RUN TO TRY TO DUPLICATE, ENG. NOISE LOUD OVER 1200 RPM. PERFORM MANUAL OIL PRESSURE TEST, BELOW 12 PSI AT 1500 RPM, BELOW SPECS.																						
Loaner	1FMCU0EG0B[redacted]	M1	T/M7	F	T/WE	T/EF	T/A	AJ	T/W6	T/SG	14-01-11	26-03-11	158012	USA	1	6Y20	*	TAP1	*	F09	SXX	V99	A99	82
	AWS Claim Key:	435580	Doc #:	06345504	Trx Code:		TAP1	Labor Hrs:	0	Labor Cost:		0	Material Cost:	0	Total Cost:	300								
	Dlr Cd-Sub Cd:	09179-*	Name:	INVER GROVE FORD LINCOLN			Ph:	651-4512201	St: MN	Ctry Cd:	USA	Reg Cd:	NA	Repr Date: 16-APR-11			DIST(Mile): 1251							
	Cust Comments:	CLAIM FOR TRANSPORTATION ASSIST																						
	Tech Comments:	INVOICE 805796																						
Loaner	1FMCU0EG0BK[redacted]	M1	T/M7	F	T/WE	T/EF	T/A	AJ	T/W6	T/SG	14-01-11	26-03-11	158012	USA	2	6Y20	*	TAP1	*	F09	SXX	V99	A99	82
	AWS Claim Key:	484071	Doc #:	06505802	Trx Code:		TAP1	Labor Hrs:	0	Labor Cost:		0	Material Cost:	0	Total Cost:	60								
	Dlr Cd-Sub Cd:	09179-*	Name:	INVER GROVE FORD LINCOLN			Ph:	651-4512201	St: MN	Ctry Cd:	USA	Reg Cd:	NA	Repr Date: 09-MAY-11			DIST(Mile): 1913							
	Cust Comments:	CLAIM FOR TRANSPORTATION ASSIST																						
	Tech Comments:	INVOICE 806838																						
	1FMCU0EG0BK[redacted]	M1	T/M7	F	T/WE	T/EF	T/A	AJ	T/W6	T/SG	14-01-11	26-03-11	158012	USA	2	2G05	*	RECAL	*	F04	S11	V48	P68	04
	AWS Claim Key:	471059	Doc #:	06505801	Trx Code:		1	Labor Hrs:	.3	Labor Cost:		30.47	Material Cost:	0	Total Cost:	30.47								

[redacted]

AUG-31-2011 16:01 From:FORD MOTOR COMPANY 8665676519 To:918664149070 Page:4/13
From: TA:10.100.0.2:43434,11122233333 Page: 5/14 Date: 9/2/2011 7:42:38 AM
PE13-003.4 001004LC

#1 trans.

Dir Cd-Sub Cd: 09179-* Name: INVER GROVE FORD LINCOLN Ph: 651-4512201 St: MN Ctry Cd: USA Reg Cd: NA Repr Date:09-MAY-11 DIST(Mile):1913

Cust Comments: AUTO TRANSMISSION SHIFT HARD BETWEEN GEARS FROM 1ST AND UP GEAR RATION ON ACCELL CK & ADV VIP CUSTOMER PER DENNY

Tech Comments: CP: RECAL ROAD TEST.UNABLE TO DUPLICATE ANY ABNORMAL TRANS OPERATION.FLUID LEVEL AND CONDITION GOOD.CK FOR TSBS/SSMS.UPDATE PCM CALIBRATION PER TSB 110317

Any comments? You can contact

webmaster

*No repeat repairs performed towards a non-conformity.

AUG-31-2011 16:01 From:FORD MOTOR COMPANY 8665676519 To:918664149070 Page:5/13

From: TA:10.100.0.2:43434,1112223333 Page: 6/14 Date: 9/2/2011 7:42:38 AM

REPAIR ORDER - AUDIT COPY

[redacted]	Work Phone	R.O. Open Date	R.O. Number	
		4/16/11	6063455/1	
	Home Phone	R.O. Close Date	Receipt No.	
	[redacted]	4/28/11	Original	
S SAINT PAUL, MN [redacted]	Body	Mileage In	Mileage Out	
	FWD 4DR LIMIT	1251	1251	
Year	Make	Model	License Number	Service Advisor
2011	FORD	ESCAPE	285GRL	Ralph Eppen (SA) 5669
Vehicle Identification Number	Color	Account No.	Delivery Date	Last Service Date
1FMCU0EG0BK[redacted]	TUXEDO BLA		3/26/11	3/26/11

133853

#1 - MR 11FOZQ99P: QUICKLANE SERVICE PERFORMED MULTIPOINT			I
Work by Tech 555/	0.00hrs @ .00	.00	
#2 - MR 06FOZ: ENGINE			W
CUSTOMER STATES ENGINE DIED WHILE DRIVING AT HYWAY SPEEDS AFTER TURNING AROUND.TACH SHOT UP TO 6,200 R.P.M JUST BEFORE ENGINE DIED.RESTARTED 40 MIN LAT ER BUT ENGINE DIED RIGHT AWAY.HAD TOWED IN BY ROAD SIDE.R.E.			
Caused by WILL PERFORM COST CAP. ORDERED 6006 PER PRIOR APPROCAL. INSTALLED NEW MOTOR, TRANSFER INTAKE ,EXHAUST. CLEANED AND INSPECTED INTAKE FOR DEBRIS. BLED COOLING SYSTEM. ROADTESTED TO VERIFY REPAIR. DONE			
Corrected by 6600B: (D02) (42) Oil Pressure - Engine - Diagnosis.			
Work by Tech 555/	0.70hrs @ 101.56	71.09	19.25
Corrected by 6007E1: Inspect and Determine Engine Condition - Check.			
Work by Tech 19/	0.70hrs @ 101.56	71.09	16.38
Corrected by 6007E: Engine Exchange Diagnosis - Prior Approval.			
Work by Tech 19/	1.00hrs @ 101.55	101.55	23.40
Corrected by 6007A:			
Work by Tech 19/	5.80hrs @ 101.55	588.99	135.72
Corrected by 6007A34: Service Engine Assembly - FR (Ford Remanufactured Engine)/OEM Long Block - Replace.			
Work by Tech 19/	3.40hrs @ 101.55	345.27	79.56
AL8Z 6006 A (FP): SERVICE ENGINE ASY	1@3138.80	3138.80	3138.80
AL8Z 6006 A-C : AL8Z 6006 A - Core Charge	1@800.00	800.00	800.00
APPROVAL CODE PAAVX			
HANDLINGALLOWANCE : ENGINE/TRANSMISSION	1@560.00	560.00	.01
VC 3 B : ANTI-FREEZE	2@19.57	39.14	27.96
XT 10 QLVC : OIL - AUTOMATIC TRANSMISSION	3@5.46	16.38	11.70
INSPECT FOR NO START. VEHICLE STARTED UP FINE, HAS ENG. NOISE. IDS SELF TEST ALL CMTCS AND PCM.			

#1 engine repair

	INTERNAL	SERVICE CONT	CARPENTRY	CUSTOMER PAY	COST
LABOR					
PARTS					
DEDUCTIBLE					
SUBLET					
SHOP SUPPLIES					
HAZARDOUS MATERIALS					
SALES TAX OR TAX I.D.					
SPECIAL ORDER DEPOSIT					
DISCOUNTS					

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REPAIR ORDER - AUDIT COPY

[redacted]
S SAINT PAUL, MN [redacted]

Work Phone	R.O. Open Date	R.O. Number
	4/16/11	6063455/2
Home Phone	R.O. Close Date	Copy No.
[redacted]	4/28/11	Original
Bus.	Mileage In	Mileage Out
FWD 4DR LIMIT	1251	1251

Year	Make	Model	License Number	Service Advisor
2011	FORD	ESCAPE	285GRL	Ralph Eppen (SA) 5669

Vehicle Identification Number	Color	Account No.	Delivery Date	Invoice Date
1FMCU0EG0BK[redacted]	TUXEDO BLA		3/26/11	3/26/11

133853

PCM CODE P260F. PERFORM PINPOINT HX1, HX46, PASS. HX47,MONITOR FTP, 2.62V, PASS.HX49 IS TO REPROGRAM PCM, PCM AT LATEST UPDATE, CANNOT REPROGRAM. LET VEHICLE RUN TO TRY TO DUPLICATE, ENG. NOISE LOUD OVER 1200 RPM. PERFORM MANUAL OIL PRESSURE TEST, BELOW 12 PSI AT 1500 RPM, BELOW SPECS. NEEDS ENG. DIAG FIRST FOR ENG. NOISE THEN WILL NEED RECHECK FOR NO START ISSUE. E-MAIL HOTLINE TO SEE WHAT REPAIR PROCEDURE FOR CODE P260F IF PCM CANNOT BE PROGRAMMED. THEY DID NOT ANSWER, NEED TO CALL. TECH 19 VERFIED LOW OIL PRESSURE ABOUT 12 PSI AT 1500RPM. VERFIED NOISE AT LOAD CHECKED TSB/SSM FOUND NONE PERTAING, REMOVED OIL PAN FOUND LARGE BEARING DEBRIS IN PAN AND PICK UP TUBE. REMOVED TO ROD CAPS BOTH BEARINGS SPUN. INSPECTED MAIN BEARING AND FOUND ALL CURLING OVER. REMOVED LH VALVE COVER AND ONE INTAKE/EXHAUST CAP AND FOUND SCORING.

#3 - MR 88FOZGTIRE: GREEN TIRE TIRE TREAD DEPTH CHECKED AND IS OK I
Work by Tech 99/ 0.00hrs @ .00 .00

#4 * MR 50FOZ: RENTAL/LOANER RENTAL-LOANER CLAIM FOR TRANSPORTION ASSISTANCE CLAIM FOR SHUTTLE TAP DAYS I
Work by Tech 99/ 0.00hrs @ .00 .00

Loaner provided

Line	2	4/18/11	Tech 555	Start 15:47	End 15:51	Hours	.07
Line	2	4/26/11	Tech 19	Start 17:14	End 17:16	Hours	.03

	INTERNAL	SERVICE CONT	CARRIER	CUSTOMER PAY	COST
LABOR			1177.99		274.31
PARTS			4554.32		3978.47
DEDUCTIBLE					
SUBLET					
SHOP SUPPLIES					
HAZARDOUS MATERIALS					
SALES TAX OR TAX I.D.					
SPECIAL ORDER DEPOSIT					
DISCOUNTS					
			5732.31		4252.78

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REPAIR ORDER - AUDIT COPY

[redacted]

SOUTH SAINT PAUL, MN [redacted]

				R.O. Open Date	R.O. Number
				5/09/11	6065058/1
				R.O. Close Date	R.O. Type
				5/12/11	Original
				Mileage In	Mileage Out
			FWD 4DR LIMIT	1913	1913
Year	Make	Model	License Number	Service Advisor	
2011	FORD	ESCAPE	285GRL	Ralph Eppen (SA)	5669
Vehicle Identification Number		Color	Account No.	Delivery Date	Expiration Date
1FMCU0EG0BK[redacted]		TUXEDO BLA		3/26/11	3/26/11

133853

#1 - MR 07FOZ2: AUTO TRANSMISSION SHIFT HARD BETWEEN GEARS FROM 1ST AND UP GEAR RATI ON ON ACCELL CK & ADV VIP CUSTOMER PER DENNY Caused by CP: RECAL Corrected by 110317A: (P68) (04) Work by Tech 68/ 0.30hrs @ 101.57 ROAD TEST.UNABLE TO DUPLICATE ANY ABNORMAL TRANS O PERATION.FLUID LEVEL AND CONDITION GOOD.CK FOR TSB S/SSMS.UPDATE PCM CALIBRATION PER TSB 110317.	#1 trans. repair	W	8.42
#2 - MR 50FOZ: RENTAL/LOANER RENTAL-LOANER CLAIM FOR TRANSPORTION ASSISTANCE CLAIM FOR SHUTTLE TAP DAYS APPT MADE WITH STEVEN 05.09 DH Work by Tech 99/ 0.00hrs @ .00	Loaner provided	I	.00
#3 - MR 11FOZQ99P: QUICKLANE SERVICE PERFORMED MULTIPOINT Work by Tech 99/ 0.00hrs @ .00		I	.00

Line 1 5/10/11 Tech 68 Start 9:50 End 9:54 Hours .07

a'

	INTERNAL	SERVICE COST	WARRANTY	CUSTOMER PAY	COST
LABOR			30.47		8.42
PARTS					
DEDUCTIBLE					
SUBLET					
SHOP SUPPLIES					
HAZARDOUS MATERIALS					
SALES TAX OR TAX I.D.					
SPECIAL ORDER DEPOSIT					
DISCOUNTS					
			30.47		8.42

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TSB Article 11-3-17 has been superseded.

View Most Recent Article 11-7-28

*Performed on 5/9/11 @ 1,913 miles.

6F35 TRANSMISSION—2-3 SHIFT FLARE OR INTERMITTENT DELAYED/HARSH ENGAGEMENT AFTER USING THE REMOTE START SYSTEM-BUILT ON OR BEFORE 3/30/2011	TSB 11-7-28

FORD:
2011 Fusion, Escape

MERCURY:
2011 Milan, Mariner

This article supersedes TSB **11-07-09** to update the vehicle lines and the IDS release level.

ISSUE

Some 2011 Escape, Mariner, Fusion and Milan vehicles built on or before 3/30/2011 with 6F35 transmission, may have a 2-3 shift flare that occurs when vehicle is cold or an intermittent delayed/harsh first engagement (primarily reverse, but occasionally drive) after starting the engine with a remote start system.

ACTION

Reprogram the powertrain control module (PCM) to the latest calibration using Integrated Diagnostic System (IDS) release 74.01 and higher. This new calibration is not included in the VCM 2011.7 DVD. Calibration files may also be obtained at www.motorcraft.com.

NOTE

PLEASE ADVISE THE CUSTOMER THAT THIS VEHICLE IS EQUIPPED WITH AN ADAPTIVE TRANSMISSION SHIFT STRATEGY WHICH ALLOWS THE VEHICLE'S COMPUTER TO LEARN THE TRANSMISSION'S UNIQUE PARAMETERS AND IMPROVE SHIFT QUALITY. WHEN THE ADAPTIVE STRATEGY IS RESET, THE COMPUTER WILL BEGIN A RE-LEARNING PROCESS. THIS RE-LEARNING PROCESS MAY RESULT IN FIRMER THAN NORMAL UPSHIFTS AND DOWNSHIFTS FOR SEVERAL DAYS.

WARRANTY STATUS: Eligible Under Provisions Of New Vehicle Limited Warranty Coverage IMPORTANT: Warranty coverage limits/policies are not altered by a TSB. Warranty coverage limits are determined by the identified causal part.

OPERATION	DESCRIPTION	TIME
110728A	2011 Escape, Mariner, Fusion And Milan: Reprogram The PCM (Do Not Use With Any Other Labor Operations)	0.3 Hr.

DEALER CODING

BASIC PART NO.	CONDITION CODE
RECAL	04

NOTE: The information in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford or Lincoln dealership to determine whether the Bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article. The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supercede this information with updates. The most recent information is available through Ford Motor Company's on-line technical resources.

Copyright © 2011 Ford Motor Company Online Publication Date July 26, 2011

(11 days)

REPAIR ORDER - AUDIT COPY

[redacted]

SOUTH SAINT PAUL, MN [redacted]

Work Phone				R/O Open Date	R/O Number
[redacted]				8/09/11	6072101/1
				R/O Close Date	Receipt No.
				8/19/11	Original
Body				Mileage In	Mileage Out
FWD 4DR LIMIT				5821	5821
Year	Make	Model	Engine Number	Service Rep.	
2011	FORD	ESCAPE	285GRL	Adam Wagner (SA)	2260
Vehicle Identification Number		Color	Account No.	Delivery Date	In Service Date
1FMCU0EG0BK[redacted]		TUXEDO BLA		3/26/11	3/26/11

133853

#1 - MR 12FOZ1: DRIVABILITY DIAGNOSIS $149.99
CUSTOMER STATES THAT VEHICLE HAS STALLED/DIES WHIL
E SHIFTING VEHICLE INTO GEAR AND ALSO STATES THAT
TODAY THE VEHICLE WOULD NOT SHIFT OUT OF 1ST GEAR
WHEN GETTING ONTO FREEWAY ON RAMP AND FOR 1/2 MILE
AND THEN SLAMMED INTO GEAR
Work by Tech 889/ * 1.50hrs 149.99 42.08
ROADTEST,VEHICLE DID NOT DIE IN GEAR,PERORMED MULT
IPLE UPSHIFTS AND DOWNSHIFTS,ALL OK.CHECKED FLUID
LEVEL,LEVEL OK.CHECKED CODES, NO CODES. WILL ROADT
EST AGAIN TOMORROW.DROVE AGAIN THE A.M AND STILL N
O CONCERN FOUND.EMAILED HOTLINE,STATES THAT THERE
ARE NO KNOWNS FOR THIS CONCERN.

#2 engine/trans (NPF)

Line 1 8/11/11 Tech 889 Start 12:18 End 12:18 Hours .00

#2 Rental out 9 Days

Cus. advised to pick up her car + return rental
By. Noon on 8-20-11. [initials]

	INTERNAL	SERVICE CONT	WARRANTY	CUSTOMER PAY	COST
LABOR	149.99				42.08
PARTS					
DEDUCTIBLE					
SUBLET					
SHOP SUPPLIES					
HAZARDOUS MATERIALS					
SALES TAX OR TAX I.D.					
SPECIAL ORDER DEPOSIT					
DISCOUNTS					
	149.99				42.08

BBB AUTO LINE Dealer Report and Repair History Summary
Please Return To: Teresa Pontillo
FAX 866-414-9070 or e-mail to: tpontill@ford.com

Attn: Service Manager - Immediate Action Required

Name: Dennis Holm Your Phone number: 651.451.2201

Dealership Name: Inver Grove FL

BBB Case Open Date: CuDL Case Number: 0794871071

FCSD Zone Manager's Name: Ken Rebholz

Customer's Name:

VIN: 1FMCU0EG0BK[redacted] Make/Model/Year: Ford Escape 2011 Mileage: AS OF 5-9-11 5-9-11

1. Have you or someone from your department spoken with the customer, inspected, and/or test driven the vehicle for/about the concern(s) listed on customer's application? Yes ☑ No ☐

(Please summarize conversations, dates, offers made, actions taken and the name of dealership personnel):

SAT. 7-30-11 Met Cust. at dealership to test Drive for Customer concerns and were unable to duplicate Cust concern. Drove with Customer Approx 30 minutes in all type of driving conditions. Dennis Holm.

2. Does this vehicle have commercial lettering or decals on it? Is it used for commercial purposes? Yes ☐ No ☑

If yes, please explain and if you know this vehicle is part of a fleet of 3 or more vehicles owned by this customer.

3. Does this vehicle have a performance chip, lift kit, or other aftermarket accessories that are or have contributed toward the warranty defect? Yes ☐ No ☑

If yes, please explain in detail how you came to this conclusion, all diagnostic tests performed, specifications before/after, and how did this aftermarket part affect factory installed parts/equipment. Take and send pictures if available.

BBB AUTO LINE: Dealer Report Form · Page 3 of 3

8. Was the customer offered a free service loaner or other courtesy transportation during service? Yes ☑ No ☐

If yes, on how many repair visits? 1- RO# 6063455 3-RO 6072101 2 RO# 6065058

What is the total number of days the customer was provided a free/complimentary loaner or rental? 10 DAYS - RO# 6063413 ~~2 DAYS RO# 6065058~~ 9 DAYS RO# 6072

9. What is the total number of days the vehicle been out of service for Ford warranty repairs at your dealership? 22 Including Current open RO.

NOTE: This number should not include days out of service for maintenance or customer paid repairs, days an RO was left open while the vehicle was in the customer's possession, or days the vehicle was left by the customer prior to a scheduled appointment or after repairs were completed. Please explain in greater detail on the following Repair History summary.

10. What additional actions, if any, have been taken to assist with the customer's concerns?

HAS Been ~~[illegible]~~ Zest Driven By Me. To verify. and uable to duplicate, 4-29-11 Cust Provide with ESP Contract As goodwill

11. Did the customer ask for AWA Financial Assistance/Reimbursement/Refund request? Yes ☐ No ☑

a. If yes, please explain AWA request, and offer made by the dealership or by Ford representative.

This Contract was provided As Peace of mind. ~~[illegible]~~ to Cust. At No Charge. Cust. contacted Missy - CSM And thanked her

12. Did the customer accept the goodwill offer or respond with counter offer? Yes ☐ No ☑

a. If the customer responded with a counter offer, provide details of the offer.

13. Any Additional Comments:

Signature: Dennis Holm Title: Service Mgr Date: 8-18-11

Please attach any additional comments on a separate page

RETAIN A COPY FOR YOUR RECORDS

BBB AUTO LINE

NOTICE OF HEARING/INSPECTION

Date: 08/31/11

Case Number: FRD1125139
Customer: [redacted]

Business: Ford Motor Company
Mfr Info: 6700 MN 1FMCU0EG0BK[redacted]

Arbitrators: Mr Matthew M Brenengen

Hearing Date, Time, Place: 09/14/11 11:00AM CST
BBB of Minnesota and North Dakota
2706 Gannon Road
Saint Paul, MN 551162600

Hearing Site Phone: (651) 695-2423
AUTOLINE Director Phone: (651) 695-2427 Fax : (651) 695-2488

Customer Will Participate: ☒ in person ☐ by phone ☐ in writing
Manufacturer Will Participate: ☐ in person ☒ by phone ☐ in writing

Customer Represented By: ☒ Self ☐ Attorney

INSTRUCTIONS

1. Bring all witnesses, documents (2 copies) and other evidence to the hearing. No evidence can be submitted after the hearing except as permitted by BBB AUTO LINE Arbitration Rules.
2. Unless you are seeking reimbursement for past repairs, the vehicle must be present at the hearing. Current vehicle registration/insurance is required for all test drives. If the vehicle is inoperable, please contact your Case Specialist immediately.
3. Notify your Case Specialist at once if you cannot be present at the hearing or the inspection. The hearing may be conducted in your absence should you fail to attend. Failure to attend the inspection may prevent issuance of a decision in your case.
4. Refer to *How BBB AUTO LINE Works* for more detailed information on the arbitration process.

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

August 31, 2011

TERESA PONTILLO
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1125139 [redacted] vs Ford Motor Corporation 1FMCU0EG0B[redacted]

Dear Madam/Sir:

Enclosed are:

* the *Agreement to Arbitrate*;
* Arbitrator Listing Sheet(s);
* a map to the hearing site;
* Hearing Format Outline;
* *Notice of Hearing/Inspection*; and,
* a Technical Expert's Report, if it is applicable to your case.

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 -- you will have that opportunity at the hearing. 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.

In preparation for your case, you may want to consider the following: 1) for each problem listed on the *Agreement to Arbitrate*, how many times has the vehicle been subject to repair, 2) the total number of days the vehicle has been out of service due to repair, 3) the cause of the problem(s) and whether or not the problem(s) continues to exist, 4) whether the use, value, and/or safety of the vehicle is substantially impaired, 5) whether the vehicle is eligible for relief under your state Lemon Law, and 6) any deduction for reasonable use or damage beyond normal wear and tear.

You must bring TWO copies of all information you plan to present at your hearing; one for the arbitrator and one for the opposing party. Also, if this case involves a repurchase request, please bring a copy of the sales agreement to confirm the purchase price.

If you have any questions, please contact me at 800.334.2406. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,

Brian Drouin at Extension 385

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [redacted],

Case Number: FRD1125139

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

All of our arbitrators are volunteers; however, some receive a nominal honorarium. They are all committed to making a fair decision based on the facts of your case. At the beginning of the hearing the arbitrator will sign an oath stating that he or she has no financial, social, professional, or family relationship with either party.

Arbitrator Information

Arbitrator's Name: Matthew Brenengen

Arbitrator's Occupation:
personal injury, insurance defense attorney

Arbitrator's Biography:
Mr. Brenengen has been an attorney since 1995. He works as both a plaintiff and defense attorney in accident and insurance law, and feels this gives him an objective perspective. Mr. Brenengen believes his experience will help him to be an effective and unbiased arbitrator.

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BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [redacted],

Case Number: FRD1125139

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All of our arbitrators are volunteers; however, some receive a nominal honorarium. They are all committed to making a fair decision based on the facts of your case. At the beginning of the hearing the arbitrator will sign an oath stating that he or she has no financial, social, professional, or family relationship with either party.

Arbitrator Information

Arbitrator's Name: Matthew Brenengen

Arbitrator's Occupation:
personal injury, insurance defense attorney

Arbitrator's Biography:
Mr. Brenengen has been an attorney since 1995. He works as both a plaintiff and defense attorney in accident and insurance law, and feels this gives him an objective perspective. Mr. Brenengen believes his experience will help him to be an effective and unbiased arbitrator.

Council of Better Business Bureaus, Inc.
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Inspection Report

Customer: [redacted] **Case #:** FRD1125139

Manufacturer: Ford Motor Company

Arbitrator's Name: _____ Date of Inspection: ___/___/___

Location of Inspection: _____

Vehicle Information: Make: _____ Model: _____

Year: _____ Mileage: _____ VIN: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Parties Present at Inspection: [ ] Technical Adviser [ ] Arbitrator [ ] Customer [ ] Manufacturer

Conditions or Components Inspected:

_____

_____

Was a test drive conducted? [ ] Yes [ ] No How long was the test drive? _____ Minutes

Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):

_____

_____

Exterior

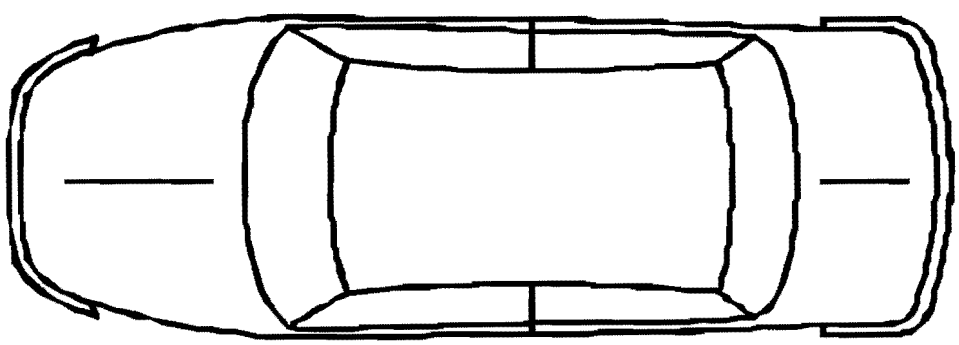
Overall condition of the vehicle's exterior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

_____

_____

Please indicate damage below:



Interior

Overall condition of the vehicle's interior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

_____

_____

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BBB AUTO LINE

Arbitration Hearing Format

Arbitrator's Opening Statement

Parties' Presentations

A. Presentation of consumer's testimony, evidence and witness(es) [20 minutes]
B. Presentation of business' testimony, evidence and witness(es) [20 minutes]

Questioning

A. Questions, comments and rebuttals by consumer [5 minutes]
B. Questions, comments and rebuttals by business [5 minutes]
C. Questions by arbitrator

Inspection

A. Arbitrator instructs parties about inspection/test drive procedures
B. Inspection (and test drive, if necessary)
C. Questions or comments about inspection (and test drive) by consumer [5 minutes]
D. Questions or comments about inspection (and test drive) by business [5 minutes]
E. Questions about inspection (and test drive) by arbitrator

Recess – Arbitrator will take a recess to assess whether more information or evidence may be needed. If a party is participating by telephone, BBB AUTO LINE staff will check to make sure that any faxes from that party have been shared with the other party.

Closing the Hearing

A. Final questions, testimony or evidence by either party [10 minutes]
B. Final questions by arbitrator
C. Closing statement by consumer [5 minutes]
D. Closing statement by business [5 minutes]

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Opening Statement

Ensure that you include each of the following points in your opening statement to the parties, and adhere to them throughout the arbitration hearing.

- ☐ Confirm the tape recorder is on and explain to the parties the hearing is being recorded.
- ☐ Welcome the parties and thank them for using arbitration.
- ☐ Administer the *Oaths of Participant*.
- ☐ State you will not disclose details of the case to anyone except, possibly the BBB AUTO LINE staff for administrative purposes.
- ☐ Review the hearing format, which is included in the hearing packet.
- ☐ Explain that you will maintain control of the hearing and that you may curb irrelevant or repetitious testimony.
- ☐ Request the parties agree to demonstrate common courtesy and refrain from interrupting each other during the hearing.
- ☐ Explain you will keep the hearing focused on issues in the *Agreement to Arbitrate*.
- ☐ Explain the decision is conditionally binding, and confirm the parties understand what that means.
- ☐ Read aloud and confirm the *Agreement to Arbitrate*.
- ☐ Explain that no decision will be divulged today, but a written decision will be sent to the parties.

Location of Better Business Bureau

Better Business Bureau

Name of building (if any)

2706 Gannon Rd. St. Paul MN 55116

Bureau Address and City

651-695-2423

Bureau Phone Number (Emergencies Only)

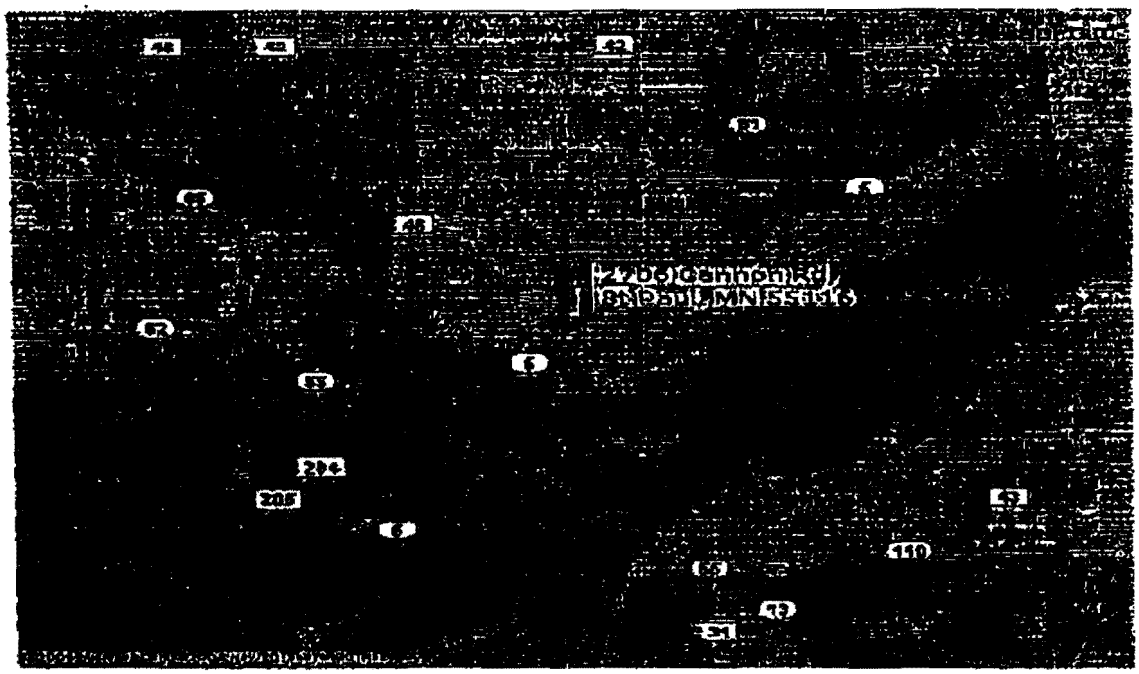
DIRECTIONS

From Minneapolis, 94 east to Snelling Ave, Turn right, following Snelling to W. 7th St. take a right onto w. 7th St. Take left on Davern, take left on Norfolk, right to Gannon.

From St. Paul take w. 7th st. follow directions above.

From Eagan, take 35E to Shepard Rd. take left at Gannon to BBB.

From Airport, take 494 east to Highway 5, exit Norfolk.



BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 08/29/2011 Case Number: FRD1125139
Customer: [redacted]
Business: Ford Motor Company
Mfr-Info: 6700 MN 1FMCU0EG0BK[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 : Escape
Year : 2011

All parties named above submit to arbitration the following:

* Catastrophic engine failure
* Transmission won't shift
* Engine died after putting into gear

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: N/A

Council of Better Business Bureaus, Inc.
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APPLICATION TO TITLE/REG. A VEHICLE
MINNESOTA DEPARTMENT OF PUBLIC SAFETY
Driver and Vehicle Services Division
445 Minnesota St. Ste 160, St. Paul, MN 55101-5160
FOR CENTRAL OFFICE USE ONLY

SAN 19
133853

PLATE NUMBER [redacted] YEAR

YEAR VALIDATION STICKER NUMBER YEAR
M042509 1

WEIGHT STICKER NUMBER/MOTORCYCLE ENGINE NUMBER

FOR VALIDATION AND OFFICE USE ONLY
PAID APR 17 2011
DEPUTY #35

A — PURCHASER(S) OWNER(S) MUST COMPLETE

DATE OF PURCHASE 3 26 11 | NEW ☐ USED ☐ | [redacted] YEAR | EXPIRATION DATE MONTH 2 YEAR 12

MODEL YEAR	MAKE	BODY/MODEL TYPE	COLOR CODE BODY	ROOF
2011	FORD	ESCAPE	D	2

TRUCKS/TRAILERS: DOT# | EMPTY WEIGHT | # AXLES

Vehicle Information — VEHICLE IDENTIFICATION NUMBER: 1 F M C U 0 E G 0 B K B [redacted]

☐ You may disclose my information for any use in response to requests for my individual driver or motor vehicle records.
☐ You may disclose my personal information for bulk distribution for surveys, marketing, or solicitations.

PURCHASER(S) OWNER(S) Information — LAST, FIRST, AND MIDDLE NAME: CAB WEST LLC | DRIVER LICENSE NUMBER / DEALER NUMBER | DATE OF BIRTH

ADDITIONAL PURCHASER(S) OWNER(S) LAST, FIRST, AND MIDDLE NAME | DRIVERS LICENSE NUMBER | DATE OF BIRTH

STREET ADDRESS: PO BOX 105704 | CITY: ATLANTA | COUNTY: 19 | STATE: GA | ZIP CODE: 30348

HOME TELEPHONE NUMBER: N/A | MINNESOTA COUNTY OR OTHER STATE WHERE VEHICLE IS KEPT: DAKOTA

B — PURCHASER(S) OWNER(S) MUST COMPLETE

IS THIS VEHICLE SUBJECT TO SECURITY AGREEMENT(S)? YES ☒ NO ☐ IF YES, COMPLETE SECTION B.

FIRST SECURED PARTY (PRINT NAME): HTD LEASING LLC | DATE OF LOAN | FOR ADDITIONAL SECURED PARTIES, ATTACH COMPLETED FORM PS2017

STREET ADDRESS: P.O. BOX 105704 | CITY: ATLANTA | STATE: GA | ZIP CODE: 30348-5704

C — SELLER(S) MUST COMPLETE AND SIGN

ODOMETER DISCLOSURE STATEMENT. I (WE) CERTIFY THAT THE ODOMETER NOW READS 485 (NO TENTHS) MILES AND TO THE BEST OF MY KNOWLEDGE THE ODOMETER MILEAGE IS:
☒ ACTUAL MILEAGE
☐ IN EXCESS OF ODOMETER'S MECHANICAL LIMITS
☐ NOT ACTUAL MILEAGE - WARNING ODOMETER DISCREPENCY

DAMAGE DISCLOSURE STATEMENT. TO THE BEST OF MY KNOWLEDGE THIS VEHICLE ☐ HAS ☒ HAS NOT (CIRCLE ONE) SUSTAINED DAMAGE, EXCLUSIVE OF ANY COSTS TO REPAIR, REPLACE, OR REINSTALL AIR BAGS AND OTHER COMPONENTS THAT WERE REPLACED DUE TO DEPLOYMENT OF AIR BAGS, IN EXCESS OF 70 PERCENT ACTUAL CASH VALUE.

ASSIGNMENT: I (WE) CERTIFY THAT THIS VEHICLE IS FREE FROM ALL SECURITY INTERESTS. I (WE) WARRANT TITLE AND ASSIGN THE REGISTRATION TAX AND VEHICLE TO THE PERSON(S) NAMED ABOVE:

SELLER'S PRINTED NAME(S): INVER GROVE FORD L/M | DATE OF SALE: 03/26/11

SELLER'S ADDRESS: [redacted] GROVE HEIGHTS, MN [redacted] | DEALER LICENSE #: D20634

X [redacted] ALL SELLER'S SIGNATURE(S)

D — PURCHASER(S) OWNER(S) MUST COMPLETE AND SIGN

PURCHASER'S MOTOR VEHICLE SALES TAX DECLARATION

1. FULL PURCHASE PRICE	$28,321.94
2. LESS TRADE-IN ALLOWANCE COMPLETE ITEM NO.6	10,300.00
3. NET PURCHASE PRICE	18,021.94
4. % OF LINE 3	
5. LESS TAX PAID TO ANOTHER STATE	$ N/A
6. NET SALES TAX DUE	

6. TRADE-IN WAS MODEL YEAR 08 MAKE Saturn PLATE NUMBER 5JJ306

MN DEALER LICENSE #
MN SALES TAX ACCOUNT #
INTERNAL REVENUE CODE # (IRC)
PRORATE ACCOUNT # (Sales tax due when registered)

I DECLARE THIS TAX EXEMPTION CODE:

BASE VALUE OR GROSS WEIGHT: 26355

REGISTRATION PERIOD FROM 3/11 THROUGH 3/12

CHANGE OF GROSS VEHICLE WEIGHT — TIME OF CHANGE : HOURS

DATE OF CHANGE

DATE CHANGE EXPIRES

CHANGE OF WEIGHT AND/OR CLASS — FROM TO

I (WE) CERTIFY I (WE) ARE OF LEGAL AGE, HAVE PURCHASED THIS VEHICLE SUBJECT TO LIENS SHOWN AND NO OTHER. THIS VEHICLE IS AND WILL CONTINUE TO BE INSURED VEHICLE OPERATING UPON THE PUBLIC STREETS AND HIGHWAYS. THE VEHICLE WILL BE OPERATED IN COMPLIANCE WITH THE LAWS THAT APPLY TO ITS CLASS OF REGISTRATION. I (WE) HAVE RECEIVED A COPY OF THIS APPLICATION AND ALL OF MY (OUR) DECLARATIONS ARE TRUE AND CORRECT. IF APPLICABLE, I (WE) HAVE KNOWLEDGE OF STATE AND FEDERAL REGULATIONS APPLICABLE TO COMMERCIAL VEHICLE OPERATION, MINNESOTA STATUTES, CHAPTER 221, PUBLIC SERVICE COMMISSION RULES 1 THROUGH 48, AND CODE OF FEDERAL REGULATIONS, TITLE 49, PARTS 390 THROUGH 399, AND IF A TRANSPORTER OF HAZARDOUS MATERIALS, CODE OF FEDERAL REGULATIONS, TITLE 49, PARTS 171 TO 180.

REGISTRATION TAX + $	358.00
PLATE FEE	6.00
ARREARS TAX ~~Total~~ ~~FEES~~	
Lien	2 mo
Wheel	5.00
PUBLIC SAFETY VEHICLE FEE	2.50
TRANSFER TAX	N/A
TITLE/TRANSFER FEE	8.00
MOTOR VEHICLE SALES TAX	
LATE TRANSFER PENALTY	N/A
SUB-TOTAL $	~~382.50~~ 382.50
STATE/DEPUTY FILING FEE	8.50
TOTAL DUE $	391.00 391.00

X [signature] 03/26/11
X 03/26/11
SIGNATURE(S) ALL PURCHASERS/OWNERS MUST SIGN DATE

DO NOT SIGN UNTIL COMPLETED

WITHOUT PROPER OWNERSHIP/TRANSFER DOCUMENTS (e.g., OUT-OF-STATE CERTIFICATE OF TITLE), NO MINNESOTA TITLE WILL BE ISSUED.

PS2000-34

BBB AUTO LINE

August 12, 2011

TERESA PONTILLO
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1125139 [redacted] vs Ford Motor Corporation 1FMCU0EG0BK[redacted]

Dear Madam/Sir:

The customer listed above has completed the *Customer Claim Form* (*CCF*), and the case is officially open in the BBB AUTO LINE program. Enclosed you will find an updated *CCF* and any support documentation provided by the customer. Please note that for Florida and California cases and cases opened via mail, support documentation may not have been supplied by the customer. When received, this information will be forwarded to you under separate cover.

Please review the customer's claim and submit any documentation you may have pertaining to this claim as soon as possible. We will contact you within the next couple of days to discuss the claim, explain our telephone settlement efforts, which we may utilize prior to arbitration and offer our assistance in the settlement process. If you resolve the dispute, or if you believe that any portion of claim is not eligible for arbitration, please contact me at 800.334.2406.

Thank you for your active participation in the BBB AUTO LINE program.

Sincerely,

Brian Drouin at Extension 385

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE

MANUFACTURER RESPONSE FORM

Case Number: FRD1125139
Customer Name: [redacted]
VIN: 1FMCU0EG0BK[redacted]

Start Date: 08/12/11
State: MN
Probable Hearing Location: Saint Paul

This claim is ☐ IN Warranty ☐ OUT of Warranty
Has the customer contacted you regarding the claim? ☒ YES ☐ NO
Is the VIN listed above correct? ☐ YES ☐ NO
If you checked NO, please indicate the correct VIN: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Customer Contact Info:

SETTLEMENT INFORMATION
What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Has this offer been communicated to the customer? ☐ YES ☐ NO
If you checked YES, please indicate the customer's response below:
☐ The customer accepted the offer on ____/____/____
☐ The customer rejected the offer on ____/____/____
☐ The customer has not indicated a response to the offer.

If the customer accepts this offer, **when will the settlement be performed**? Please indicate a specific performance date or time frame: _____

ARBITRATION INFORMATION
Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the *Customer Claim Form*.

Please indicate the decision you request the arbitrator to render:

List the amount of any over allowance/negative equity: $_____
I will participate ☐ By phone ☐ In person ☐ In writing
Return this form as soon as possible
To: Completed by: _____Date:___/___/___
BBB AUTO LINE Future contact:_____
Fax: 703.247.9700 Phone: _____ Fax: _____

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

SD5140R W92SDHGUI Inver Grove Ford Lincoln 08/09/11 18:28:16
Ford-Oasis Vehicle Service History Page 1

Vin: 1FMCU0EG0BK[redacted]
EN ENGLISH EN EN EN

--Vehicle Information:

VEHICLE DESCRIPTION	BODY STYLE	ENGINE
2011 ESCAPE	4 DR LIMITED MPV	4X23.0L V6
TRANSMISSION	AXLE CODE	ENGINE CALIBRATION
6 SPEED AUTO GF MID	35	AM71F30A
AXLE RATIO:		
AXLE RATIO	WHEEL BASE	WHEEL SIZE
3.51 FINAL DRIVE RATIO		7X16" 5 SPK BRT POL/PAINTD ALU
FRONT TIRE	PAINT COLOR	RADIO
P235/70R-16T BSW A-S	TUXEDO BLACK METALLIC	PREMIUM AM/FM STEREO/CD
GROSS VEHICLE WEIGHT		
4520 LB. GVW		
SYNC VERSION	VHR ACTIVATED	
V3	Y	

--GENERAL WARRANTY INFORMATION:

WARRANTY START DATE	BUILD DATE	SALE MILEAGE
03/26/2011	01/14/2011	00485

--OUTSTANDING FIELD SERVICE ACTIONS:
NO CAMPAIGN MESSAGE(S) FOUND

--WARNING MESSAGES:
VERIFY STATE REGISTRATION. VIN MAY BE ELIGIBLE FOR CALIFORNIA EMISSIONS WTY
THIS VEHICLE HAS A CLOSED CUDL CONTACT
THIS VEHICLE HAS AN OPEN CUDL REGION CONTACT

--EXTENDED COVERAGES:
0995 - USA 2011 NEW 60/75,000 PREMIUMCARE W/ROADSIDE
STANDARD DEDUCTIBLE: 100 USD
OWNER NAME: [redacted] [redacted]
OPTIONS:
EXPIRATION DATE: 03/26/2016
DISTANCE: 75000
RENTAL: 30 UP TO 10 DAYS
TOWING: 0 USD
CONTRACT SOLD BY: USA 48996

ESP CONTRACT START DATE: 03/26/2011
OWNER OF VEHICLE MUST MATCH OWNER NAME ON OASIS FOR COVERAGE TO APPLY
--WARRANTY REPAIR HISTORY:

****

REPAIR DATE:20110509
DEALER:Inver Grove Ford Lincoln
WARRANTY CLAIM NUMBER:[redacted]
ODOMETER:001913 M

Comments:
CP: RECAL ROAD TEST.UNABLE TO DUPLIC
ATE ANY ABNORMAL TRANS OPERATION.FLUID LEVEL AND CONDITION GOOD.CK FOR TSBS/
SSMS.UPDATE PCM CALIBRATION PER TSB 110317.

PART NUMBERRECAL
PART DESCRIPTIONECC PROCESSOR RECAL
QUANTITY000
LABOR OP110317A
CONDITION CODE04
CONDITION DESCSOFTWARE REVISION/FLASH MODULE

****

REPAIR DATE:20110509
DEALER:Inver Grove Ford Lincoln
WARRANTY CLAIM NUMBER:[redacted]
ODOMETER:001913 M

Vin: 1FMCU0EG0BK[redacted]

Comments:
INVOICE 806838

PART NUMBERTAP1
PART DESCRIPTIONMISC
QUANTITY000
LABOR OP
CONDITION CODE82
CONDITION DESCFREIGHT/POSTAGE/MAINTENANCE

****

REPAIR DATE:20110416
DEALER:Inver Grove Ford Lincoln
WARRANTY CLAIM NUMBER:[redacted]
ODOMETER:001251 M

Comments:
INSPECT FOR NO START. VEHICLE STARTED UP FINE. HAS ENG. NOISE. IDS SELF T
EST ALL CMTCS AND PCM. PCM CODE P260F. PERFORM PINPOINT HX1. HX46. PASS. HX
47.MONI FOR FTP. 2.62V. PASS.HX49 IS TO REPROGRAMPCM. PCM AT LATEST UPDATE. C
ANNOT REPROGRAM. LET VEHICLE RUN TO TRY TO DUPLICATE. ENG. NOISE LOUD
OVER 1200 RPM. PERFORM MANUAL OIL PRESSURE TEST. BELOW 12 PSI AT 1500 RPM

PART NUMBERAL8Z 6006A
PART DESCRIPTIONENGINE ASSY/BARE
QUANTITY001
LABOR OP6600B
CONDITION CODE42
CONDITION DESCDOES NOT OPERATE PROPERLY

PART NUMBERVC 38
PART DESCRIPTION
QUANTITY002
LABOR OP6007E2
CONDITION CODE
CONDITION DESC

PART NUMBERXT 100LVC
PART DESCRIPTION
QUANTITY003
LABOR OP6007E
CONDITION CODE
CONDITION DESC

PART NUMBER
PART DESCRIPTION
QUANTITY000
LABOR OP6007A
CONDITION CODE
CONDITION DESC

PART NUMBER
PART DESCRIPTION
QUANTITY000
LABOR OP6007A34
CONDITION CODE
CONDITION DESC

****

REPAIR DATE:20110416
DEALER:Inver Grove Ford Lincoln
WARRANTY CLAIM NUMBER[redacted]
ODOMETER:001251 M

Comments:
INVOICE 805796

SD5140R W92SDHGUI Inver Grove Ford Lincoln 08/09/11 10:28:16
Ford-Oasis Vehicle Service History Page 3

Vin: 1FMCU0EG0BK[redacted]

PART NUMBERTAPI
PART DESCRIPTIONMISC
QUANTITY000
LABOR OP
CONDITION CODE82
CONDITION DESCFREIGHT/POSTAGE/MAINTENANCE

NO ARN MESSAGES FOUND

Inver Grove

Ford LINCOLN

www.invergroveford.com
4725 S. Robert Trail - Inver Grove Heights, MN 55077
(651) 451-2201 - Fax: (651) 457-4773

SERVICE DEPARTMENT HOURS
7:00 a.m. to 9:00 p.m. Mon - Thurs
7:00 a.m. to 6:00 p.m. Friday
7:00 a.m. to 4:30 p.m. Saturday

R/O Open Date	R/O Number
5/09/11	6065058/1
R/O Close Date	**Status**
5/10/11	Pre-Invoice
Mileage In	**Mileage Out**
1913	1913
Service Advisor / Tag #	
Ralph Eppen (SA/9445	

[redacted]

SOUTH SAINT PAUL, MN [redacted]

Work Phone	Vehicle Identification Number
[redacted]	1FMCU0EG0BK[redacted]
Home Phone	**Delivery Date** / **In Service Date**
[redacted]	3/26/11 / 3/26/11

Year	Make	Model	Body	Color	License Number
2011	FORD	ESCAPE	FWD 4DR LIMITED	TUXEDO BLA	285GRL

133853

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - 07FOZ2: AUTO TRANSMISSION SHIFT HARD BETWEEN GEARS FROM 1ST AND UP GEAR RATI ON ON ACCELL CK & ADV VIP CUSTOMER PER DENNY Work performed by Rich (4) (68) ROAD TEST.UNABLE TO DUPLICATE ANY ABNORMAL TRANS O PERATION.FLUID LEVEL AND CONDITION GOOD.CK FOR TSB S/SSMS.UPDATE PCM CALIBRATION PER TSB 110317.	Warranty
#2 - 50FOZ: RENTAL/LOANER RENTAL-LOANER CLAIM FOR TRANSPORTIO N ASSISTANCE CLAIM FOR SHUTTLE TAP DAYS APPT MADE WITH STEVEN 05.09 DH Work performed by Sublet Tech (99)	Internal
#3 - 11FOZQ99P: QUICKLANE SERVICE PERFORMEDMULTIPOINT Work performed by Sublet Tech (99)	Internal
Please Note: CALLED AND LEFT VM 5-10-11 AT NOON WITH WHAT WAS D ONE AND VEH IS READY.R.E.	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

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[redacted]

From: Jerry Bauer [jbauer@invergroveford.com]
Sent: Wednesday, August 10, 2011 2:49 PM
To: [redacted]
Subject: RE:

They will contact me or Denny. Ford and the BBB Auto Line are the only real option for you at this point and quite honestly is the best way to go with your case.

Thank you,

Jerry Bauer
General Manager
Inver Grove Ford Lincoln

D - 651.554.7001
F - 651.457.4773
jbauer@invergroveford.com

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Drive quality.

From: [redacted]
Sent: Wednesday, August 10, 2011 2:33 PM
To: jbauer@invergroveford.com
Subject: RE:

Hello Jerry,
I filed a claim with BBB yesterday. Will they contact you or do I need to contact you? Also, what would my other options be?

Thanks,

[redacted], HIS
MN Certified – Hearing Instrument Dispenser

THE HEARING INSTITUTE

[redacted]
Minneapolis, MN [redacted]
[redacted]

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From: Jerry Bauer [mailto:jbauer@invergroveford.com]
Sent: Wednesday, August 10, 2011 1:59 PM
To: [redacted]
Subject: RE:

[redacted]

If this is the only option you wish to pursue, I will need to you contact the **BBB Auto Line at 1-800-428-3718.** It is the consumer arbitration program for Ford Motor Company that is offered in Minnesota. They will need some information from you like your V.I.N number and mileage. This will get the process started. Let me know if you need anything else.

Thank you,

Jerry Bauer
General Manager
Inver Grove Ford Lincoln

D - 651.554.7001
F - 651.457.4773
jbauer@invergroveford.com

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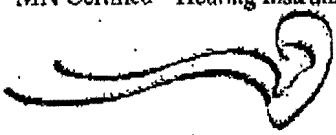
Drive quality.

From: [redacted]
Sent: Wednesday, August 10, 2011 12:54 PM
To: jbauer@invergroveford.com
Subject: RE:

Hello Jerry,
I appreciate your timely response and look forward to a game plan by the end of today.

Thanks,

[redacted], HIS
MN Certified – Hearing Instrument Dispenser



THE HEARING INSTITUTE

[redacted]

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From: Jerry Bauer [mailto:jbauer@invergroveford.com]
Sent: Wednesday, August 10, 2011 12:43 PM
To: [redacted]
Subject: RE:

HI [redacted],

Thank you for contacting me. I am sorry to hear that it has reached this point. You have included a case # so I assume you have contacted Ford with your desire to have the Escape bought back. I can help you through the process, which we must follow, to have your request reviewed by Ford. I will get you the necessary information as soon as possible.

Thank you,

Jerry Bauer
General Manager
Inver Grove Ford Lincoln

D - 651.554.7001
F - 651.457.4773
jbauer@invergroveford.com

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Drive quality.

From: [redacted]
Sent: Wednesday, August 10, 2011 12:24 PM
To: l-clcha1@salespoint.dealerconnection.com; Jerry Bauer
Cc: Sandy Hoffman; Dennis Holm; msaxon@saxonautogroup.com
Subject:
Importance: High

Dear Jerry & Linda,
I am writing to you, per Ford Motor Company's advisement, to have you take back my 2011 Ford Escape XLT (vin: 1FMCU0EG0BK[redacted]). Since the purchase of the vehicle on March 26th, 2011, I have had nothing but issues. After the catastrophic engine failure, which resulted in replacement, I have continued to have issues with shifting as well as the engine dying when put into gear. I have been into your service department on five separate occasions, all of which have required me to have a loaner vehicle. Most of the issues I have had have been a major inconvenience to my busy work schedule, resulting in lost work hours. However, twice now my safety, and the safety of my passengers, have been put in great jeopardy. This is simply not acceptable. I no longer feel safe in this vehicle nor can I continue to question its reliability.

I want to be clear, my expectation is to have you take back the vehicle as well as reimburse me for my upfront, out-of-pocket costs of $1,526. This seems only fair considering the level of harm this vehicle has put me in and the stress of dealing with the repairs. I expect a response by 5:00pm today.

Ford Motor Co. Case #: 0794871071

Sincerely,

[redacted]

[redacted]

From: Dennis Holm [dholm@invergroveford.com]
Sent: Monday, July 18, 2011 1:06 PM
To: [redacted]
Subject: Re: Service Issue

[redacted]
Good afternoon.
I will check to see if we have any new information then I will contact you and set an appointment to check this for you again.
Denny

----- Original Message -----
From: [redacted]
To: Dennis Holm ; jbauer@invergroveford.com
Sent: Monday, July 18, 2011 12:41 PM
Subject: Service Issue

Hello Denny and Jerry,
I was in this past Saturday for my first oil change. I have still had issues with my Escape shifting hard and running sluggish. I mentioned this to the service representative and that I have had a full drive train replacement since getting the Escape and have already been in for the issue listed below. His response was that this is typical of 2011 Escape's and that Ford is due for a total overhaul on the Escape, being that it has been around for over a decade. This response is simply unacceptable. At this point I seriously question whether my vehicle is working properly. I have been in 3 times to address this same issue. What is the next step?

Thank you,

[redacted], HIS
MN Certified-Hearing Instrument Dispenser
[redacted]

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701 25th Avenue South, Suite 200
Minneapolis, MN 55454
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From: Dennis Holm [mailto:dholm@invergroveford.com]
Sent: Tue 5/10/2011 4:06 PM
To: [redacted]
Subject: Re: Inver Grove Ford

[redacted]
Good afternoon.
The concern with the shift was noted in a communication from Ford (Technical Service Bulletin) that if it exists to reflash or reprogram the electronic operation of the transmission shift program. These types of updates or reflashes are common to use if there is a concern with how the vehicle shifts or runs due to being all monitored and controlled by a processor or modules. I know this may sound strange but the vehicles processor is self teaching and there are updates that come from Ford at times to make the vehicles operate better.
This truly is not related to the engine concern. I do not believe you will have any on going concerns as the 2011 Escapes are very high quality vehicles.
I will always be available to help you with concerns and questions.

Sincerely,
Denny
----- Original Message -----

From: Tristin Santori
To: jbauer@invergroveford.com
Cc: dholm@invergroveford.com
Sent: Tuesday, May 10, 2011 3:40 PM
Subject: RE: Inver Grove Ford

Hello Jerry and Dennis,
I received a call this afternoon from Ralph who stated my vehicle was fixed. He said, with little information or explanation, that a TSB report pointed out why my vehicle would not shift or stay in gear. Now I realize I lack the expertise to understand the mechanics of a vehicle. However, I do know that a shift issue must be directly related to what my vehicle was just in for. The new engine only has 650 miles on it. Is this going to be an ongoing headache? I was impressed with how your dealership handled the first incident. And wish that there would not have been a second incident, but at this point I am loosing faith.

Thank you,

[redacted], HIS
MN Certified-Hearing Instrument Dispenser
[redacted]

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From: Jerry Bauer [mailto:jbauer@Invergroveford.com]
Sent: Thursday, April 28, 2011 2:42 PM
To: [redacted]
Subject: RE: Inver Grove Ford

I left you a voice mail...

Thx,

Jerry Bauer
General Manager
Inver Grove Ford Lincoln

D - 651.554.7001
F - 651.457.4773
jbauer@invergroveford.com

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Drive quality.

From: [redacted]
Sent: Thursday, April 28, 2011 2:00 PM
To: jbauer@invergroveford.com
Subject: RE: Inver Grove Ford

Hello Jerry,
I called your desk, but got your voicemail. Please feel free to call me at 651-785-8736.

Thank you,

[redacted]

MN Certified-Hearing Instrument Dispenser
[redacted]

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From: Jerry Bauer [mailto:jbauer@invergroveford.com]
Sent: Thursday, April 28, 2011 1:34 PM
To: [redacted]
Subject: RE: Inver Grove Ford

HI [redacted]-

That is certainly not how I want you to feel. I am asking seriously because I would like to do what I can to make sure you are happy with Ford, Inver Grove Ford Lincoln and your Escape. Emails can be taken out of context and I would prefer talk to you. Can I call you??

Jerry Bauer
General Manager
Inver Grove Ford Lincoln

D - 651.554.7001
F - 651.457.4778
jbauer@invergroveford.com

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From: [redacted]
Sent: Thursday, April 28, 2011 1:21 PM
To: jbauer@invergroveford.com
Subject: RE: Inver Grove Ford

Hello Jerry,
Although IGH Ford did not have a direct hand in causing the catastrophic engine failure, you are responsible to your customers to provide them with a certain level of service and compensation. I feel that, in this situation, you have done about the bare minimum of my level of expectation and I will keep that in mind for future purchases.

Thank you,

[redacted]
MN Certified-Hearing Instrument Dispenser
[redacted]

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From: Jerry Bauer [mailto:jbauer@invergroveford.com]
Sent: Thursday, April 28, 2011 12:31 PM
To: [redacted]
Subject: RE: Inver Grove Ford

[redacted]

The bumper to bumper warranty was a nice gesture. Hopefully that helps improve the situation a bit for you. Your relationship with Inver Grove Ford Lincoln is very important to us as well. I can assure you we will be here to handle any future issues or concerns that may arise. Is there any thing else I can do???

Thx again for your patience and understanding,

Jerry Bauer
General Manager
Inver Grove Ford Lincoln

D - 651.554.7001
F - 651.457.4773
jbauer@invergroveford.com

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Drive quality.

From: [redacted]
Sent: Thursday, April 28, 2011 11:04 AM
To: jbauer@invergroveford.com
Subject: RE: Inver Grove Ford
Importance: High

Hello Jerry,
Missy, the CRC rep from Ford Motor Co, contacted me this morning and we came to the resolution of accepting the brand new engine, along with a bumper-to-bumper extended warranty to 72k miles. I still feel that this situation has caused me a great deal of undue stress from a vehicle that was purchased at your dealership. I feel that I have been incredibly patient and very understanding. However, I would like to know what measures will be taken to ensure continued satisfaction in my vehicle and to keep a good relationship between myself and IGH Ford.

Thank you,

[redacted]
MN Certified-Hearing Instrument Dispenser
[redacted]

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From: Jerry Bauer [mailto:jbauer@invergroveford.com]
Sent: Monday, April 18, 2011 5:40 PM
To: [redacted]
Subject: RE: Inver Grove Ford

[redacted]

We will make sure the vehicle is repaired to factory standards. Our technicians are fully trained to handle these situations. I can assure you that your Escape will be as good as new when repairs are complete. I am sorry, but replacing the vehicle is not an option available to us at this point. The warranty on new cars ensures you are protected on repairs. I appreciate your patience. We will get the repairs completed to your satisfaction.

Thank you,

Jerry Bauer
General Manager
Inver Grove Ford Lincoln

D - 651.554.7001
F - 651.457.4778

jbauer@invergroveford.com

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From: [redacted]
Sent: Monday, April 18, 2011 3:10 PM
To: jbauer@invergroveford.com
Subject: RE: Inver Grove Ford
Importance: High

Hello Jerry,
I truly appreciate your responsiveness. I want to make sure we are on the same page as far as seeing that this issue is resolved quickly and appropriately. Seeing as this vehicle is only 3 weeks old with 1251 miles on it, I expect nothing less than a full replacement to a new vehicle. I do not feel that is an unreasonable request in that I purchased a brand new vehicle and having it repaired would make it a very used vehicle. I plan on owning this vehicle for many years to come and do not need to constantly worry about it needing costly repairs. I appreciate your understanding and resolution.

Thank you,

[redacted]
MN Certified-Hearing Instrument Dispenser
[redacted]

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From: Jerry Bauer [mailto:jbauer@invergroveford.com]
Sent: Mon 4/18/2011 2:20 PM
To: [redacted]
Subject: RE: Inver Grove Ford

Hi [redacted]

I apologize for this inconvenience. We take a lot of pride in our product as well as our service.

I will follow up with Dennis Holm, Our service manager and make sure you get handled ASAP.

Thx,

Jerry Bauer
General Manager
Inver Grove Ford Lincoln

D - 651.554.7001
F - 651.457.4773
jbauer@invergroveford.com

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Drive quality.

From: [redacted]
Sent: Monday, April 18, 2011 11:47 AM
To: l-cicha1@salespoint.dealerconnection.com; jbauer@invergroveford.com; dholm@invergroveford.com; cemick@invergroveford.com; shoffman@invergroveford.com
Subject: Re: Inver Grove Ford

Hello Linda,
I am just following up to my email sent on Saturday. I understand that you are in sales and typically don't take care of these issues. However, I trust you and know you would not allow any issues like this to happen. I can't even begin to tell you how sad I am about this situation. I drove my car on vacation, as I expected it to be safe and reliable. I also studied suv's for over a year, before deciding on Ford. Now I question whether I made the right choice and wonder what other issues I will have. I ask, if you can, to please help me know what is going to be done. Also, I called and started a case file with Ford Motor Co. It is #0794871071.

Again, I trust and appreciate your assistance.

Thanks,

[redacted]
MN Certified - Hearing Instrument Dispenser

[redacted]

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701 25th Avenue South, Suite 200
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-----Original Message-----
From: [redacted]

To: 'l-cicha1@salespoint.dealerconnection.com' <l-cicha1@salespoint.dealerconnection.com>
Sent: Sat Apr 16 10:26:29 2011
Subject: Re: Inver Grove Ford

Hello Linda,
I am emailing you from the side of the highway, where my brand new Escape has died. I am so sad, I can not even tell you, we are waiting for the tow truck to come tow it in to your service station. What is going to be done to right this terrible wrong? I don't even have plates yet!

Thanks,

[redacted]
MN Certified - Hearing Instrument Dispenser

[redacted]

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701 25th Avenue South, Suite 200
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-----Original Message-----
From: l-cicha1@salespoint.dealerconnection.com <l-cicha1@salespoint.dealerconnection.com>
To: [redacted]
Sent: Wed Mar 30 10:51:50 2011
Subject: Inver Grove Ford

Hello [redacted]

Just a note to see How You Like the New Escape?

Thank you once again for your business here at Inver Grove Ford and with me!

Best Regards!
Linda Cichanowski
Internet Manager
Direct: 651-554-7088
Cell: 612-501-9774

Your privacy is important to us. If you no longer want to receive these emails, click Here
<https://www.gs.reyrey.com/em/emailoptout.aspx?key=)XUD9iio4goqDw%2bnXUI%2fJ5J2oYG3NUfGfKx40dGKUxC11CHSDEDbKSoQZizE2bkw5Rk778mhHTOOxvR%2bFSvOGxKsYlmFu0If4I12shY0Vf%2fqnlhhwjq6lw%3d%3d&locale=en-US>
Alternatively you may send a written request to the address above.

Tristin Santori

From: Jerry Bauer [jbauer@invergroveford.com]
Sent: Monday, April 18, 2011 2:21 PM
To: [redacted]
Subject: RE: Inver Grove Ford

HI [redacted]

I apologize for this inconvenience. We take a lot of pride in our product as well as our service.

I will follow up with Dennis Holm, Our service manager and make sure you get handled ASAP.

Thx,

Jerry Bauer
General Manager
Inver Grove Ford Lincoln

D - 651.554.7001
F - 651.457.4778
jbauer@invergroveford.com

Follow us on Facebook and Twitter!

Drive quality.

From: [redacted]]
Sent: Monday, April 18, 2011 11:47 AM
To: l-cicha1@salespoint.dealerconnection.com; jbauer@invergroveford.com; dholm@invergroveford.com; cemick@invergroveford.com; shoffman@invergroveford.com
Subject: Re: Inver Grove Ford

Hello Linda,
I am just following up to my email sent on Saturday. I understand that you are in sales and typically don't take care of these issues. However, I trust you and know you would not allow any issues like this to happen. I can't even begin to tell you how sad I am about this situation. I drove my car on vacation, as I expected it to be safe and reliable. I also studied suv's for over a year, before deciding on Ford. Now I question whether I made the right choice and wonder what other issues I will have. I ask, if you can, to please help me know what is going to be done. Also, I called and started a case file with Ford Motor Co. It is #0794871071.

Again, I trust and appreciate your assistance.

Thanks,

[redacted]
MN Certified - Hearing Instrument Dispenser
[redacted]

Paparella Ear Head & Neck Institute, PA
701 25th Avenue South, Suite 200
Minneapolis, MN 55454

This electronic mail transmission may contain confidential health information that is protected by law. It is not intended for transmission to , or receipt by, any unauthorized persons. If you have received this electronic mail transmission in error, please shred it, and notify the sender by reply electronic mail transmission so that our records can be corrected.

-----Original Message-----
From: [redacted]
To: 'l-cichal@salespoint.dealerconnection.com' <l-cichal@salespoint.dealerconnection.com>
Sent: Sat Apr 16 10:26:29 2011
Subject: Re: Inver Grove Ford

Hello Linda,
I am emailing you from the side of the highway, where my brand new Escape has died. I am so sad, I can not even tell you. we are waiting for the tow truck to come tow it in to your service station. What is going to be done to right this terrible wrong? I don't even have plates yet!

Thanks,

[redacted], HIS
MN Certified - Hearing Instrument Dispenser
[redacted]

Paparella Ear Head & Neck Institute, PA
701 25th Avenue South, Suite 200
Minneapolis, MN 55454

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-----Original Message-----
From: l-cichal@salespoint.dealerconnection.com <l-cichal@salespoint.dealerconnection.com>
To: [redacted]
Sent: Wed Mar 30 10:51:50 2011
Subject: Inver Grove Ford

Hello [redacted]

Just a note to see How You Like the New Escape?

Thank you once again for your business here at Inver Grove Ford and with me!

Best Regards!
Linda Cichanowski
Internet Manager
Direct: 651-554-7088
Cell: 612-501-9774

Your privacy is important to us. If you no longer want to receive these emails, click Here
<https://www.gs.reyrey.com/cm/emailoptout.aspx?key=JXUD9iio4goqDw%2buXUl%2fJ5J2oYG3NUfGfKx40dGKUxC11CHSDFDbKSoQZizB2bkw5Rk778mhHTOOxvR%2bFSvOGxKsYlmFu0If4I12shY0Vf%2fqulhhwjq6iw%3d%3d&locale=en-US>
Alternatively you may send a written request to the address above.

FordCredit [redacted] MN [redacted]
www.fordcredit.com DAKOTA

4725 S ROBERT TRAIL
INVER GROVE HEIGHTS, MN 55077

"Finance Company" is FORD MOTOR CREDIT COMPANY. The "Holder" is CAB NEST 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	485	2011 FORD ESCA	1FMCU0EG0BK[redacted]	PERSONAL

1. Amount Due At Lease Signing or Delivery (Itemized Below) *
$ 3,026.00

2. Payments
(a) Monthly Payments
Your first monthly payment of $ 415.08 is due on 03/26/11 followed by 38 payments of $ 415.08 due on the 26 day of each month. The total of Your monthly payments is $ 16,188.12

(b) Advance Payment
Your Payment of $ N/A is due on N/A
The total of Your payment is $ N/A

3. Other Charges (not part of Your monthly payment)
Disposition fee (if You do not purchase the Vehicle) $ N/A
N/A N/A
Total $ N/A

4. Total of Payments (The amount You will have paid by the end of the lease)
$ 18,799.04

Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction	$ 2,610.92
b. First monthly payment	415.08
c. Advance payment	N/A
d. Refundable security deposit	N/A
e. Title fees	N/A
f. Registration fees	N/A
g. Acquisition fee	N/A
h.	N/A
i. N/A	N/A
j. N/A	N/A
k.	N/A
l. N/A	N/A
m. N/A	N/A
Total	$ 3,026.00

6. How the Amount Due At Lease Signing or Delivery will be paid:

a. Net trade-in allowance	$ N/A
b. Rebates and noncash credits	1,500.00
c. Amount to be paid in cash	1,526.00
d. N/A	N/A
Total	$ 3,026.00

7. Your payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle ($ 29,020.94) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (itemized below in Item 10)	$ 32,287.12
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	$ 2,610.92
c. Adjusted capitalized cost. The amount used in calculating Your base payment	= 29,676.20
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment	− 15,473.40
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	= 14,182.80
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	+ 2,005.32
g. Total of base payments. The depreciation and any amortized amounts plus the rent charge	= 16,188.12
h. Lease payments. The number of payments in Your lease	÷ 39
i. Base payment	= 415.08
j. Sales / Use tax	+ N/A
k. N/A	+ N/A
l. N/A	+ N/A
m. Total payment	$ 415.08
n. Lease term in months	39

12. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

[X] Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

[ ]

13. OFFICIAL FEES AND TAXES $ 285.18

The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of $1,000; and (b) collision and upset insurance with a maximum deductible of $1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of $ 30,000.00 for any one person and $ 60,000.00 for any one accident, and $ 10,000.00 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 24 on back)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

15. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. **Credit Life Insurance** $ _____ (Initial Coverage) $ N/A (Premium) _____ (Insured(s))

_____ (Insurance Company)

Lessee: X _____ Co-Lessee: X _____

b. **Credit Disability Insurance** $ _____ (Monthly Coverage) $ N/A (Premium) _____ (Insured(s))

_____ (Insurance Company)

Lessee: X _____ Co-Lessee: X _____

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or $50.00 whichever is less.

17. LESSOR SERVICES N/A

(See Item 22 on back)

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
$ 29,020.94	+ $ 285.18	+ $ 8.00	+ $ 383.00	+ $ N/A	+ $ 595.00	+ $ 75.00
LIFE INS	AH INS				PRIOR N/A	Total Gross Capitalized Cost
+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ 1,900.00	= $ 32,267.12

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessee: [redacted] By: [redacted] Title: _____

Co-Lessee: [redacted] By: [redacted] Title: _____

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in. (2) You have the right to get a filled-in copy of this lease. You acknowledge that You received a filled in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

Lessee: [redacted] By: [redacted] Title: _____

Co-Lessee: [redacted] By: X [redacted] Title: _____

Lessor and Lessee are hereby notified that Holder has assigned to Oil Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination. Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

Lessor: INVER GROVE FORD L/M By: X [signature] Title: _____

FC 19000-P MAR 10
FC 19000-APP
Previous editions may NOT be used.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

INVER GROVE FORD L.M.
4725 SOUTH ROBERTS TRAI
INVER GROVE H, MN 55077

03/26/2011 12:27:55
Merchant ID: 000000001408339
Terminal ID: 02110384
951204424885

CREDIT CARD
VISA SALE [redacted]

CARD # 133853
INVOICE 000512
Batch #: 02672A
Approval Code: Swiped
Entry Method: Online
Mode:

SALE AMOUNT $1631.51

RECEIPT

RECEIPT #
100027648
DATE
3/26/11 12:28
AMOUNT
1631.51

Payment Received:
Visa Approval Number 02672A 1631.51
Total Received: 1631.51

Payment Applied To: DOWN PYMT STK #133853-[redacted]
[illegible] 100027648 1631.51
Total Applied: 1631.51

(C) 2003 ARKONA, Inc. - Dealership Application Group (800)[illegible]

I.

Account #			
VIN #	1FMCU0EG0BK[redacted]		
Policy #	[redacted]	Effective Date 03/26/11	Expiration Date 08/26/11

II. **LESSEE INFORMATION**

Name	[redacted] TRISTON JO	If company, Guarantor	
S.S. #	000-00-0000	Self Insured	☐ Yes ☒ No
D.L. #	[redacted]	Expiration Date	State MN
Address	[redacted]	City S SAINT PAUL	
Phone	[redacted]	State MN	Zip Co[redacted]

II. **AGENT / COMPANY INFORMATION (To be completed by dealer)**

Company	STATE FARM	Address	N/A
Agent Name	N/A	City	N/A
Phone	(763)755-1420	State N/A	Zip Code N/A

V. **VEHICLE INFORMATION**

Year 2011	Make FORD	Model ESCAPE	
Capitalized cost 29,656.20		Est. date of delivery 03/26/11	
Is Coverage on current vehicle being deleted ☐ Yes ☒ No			
If yes, Please provide: Year		Make	Model

V. **DEALER/RETAILER INSURANCE VERIFICATION (POLICY REQUIREMENTS)**

LIMITS OF LIABILITY

Car & Light Truck (16,000 Lb GVW and Less)

Coverage	Minimum	Actual
Bodily injury & property damage or single limit	As shown in your lease agreement	
Collision	up to $1,000 deductible or as shown in your lease agreement	
Comprehensive	up to $1,000 deductible or as shown in your lease agreement	

Medium & Heavy Truck (over 16,000 Lb GVW)

Coverage	Minimum	Actual
Single limit	$1,000,000 (Tractors) $500,000 other	
Collision	up to $2,500 deductible	
Comprehensive	up to $2,500 deductible	

CAB WEST LLC shall be listed as **Additional Insured.**
(to be identical to full name of HOLDER noted on lease agreement)

CAB WEST LLC shall be listed as **Loss Payee.**
(to be identical to full name of HOLDER noted on lease agreement)

Mailing Address:
P.O. Box 390858, Minneapolis, MN 55439-0858

****** ***Additional Insured and Loss Payee will be notified in writing at least 10 days in advance of a policy cancellation, non-renewal, or reduction in coverage.***

VI. **TO BE COMPLETED BY LESSEE**

This is to certify to CAB WEST LLC that I NICHOLAS FRANCO SANTORI
(holder noted on lease agreement) (please print full name)
lessee of the leased vehicle above, authorize you (agent) to provide the requested coverage and to forward the appropriate documents to CAB WEST LLC [redacted]
(holder noted on lease agreement)

Lessee signature [redacted]

Date 03/26/11

TO BE COMPLETED BY DEALER/RETAILER

We certify that we have verified insurance coverage as listed above with the agent for the insurer on the described vehicle.

Dealer/Retailer signature _____ Spoke to (print) _____

Info. taken by (print) Linda Cichanowski

Phone # (651)451-2201 Date 03/26/11

BRANCH USE ONLY

Processed By

Date

LEMON LAW RIGHTS NOTIFICATION & ACKNOWLEDGEMENT

Case #0794871071

ATTENTION: MINNESOTA RESIDENTS

Case # 0794871071

IMPORTANT: IF YOUR VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER THE STATE'S LEMON LAW TO REPLACEMENT OF IT, OR A REFUND OF ITS PURCHASE PRICE OR YOUR LEASE PAYMENTS. HOWEVER, TO BE ENTITLED TO REFUND OR REPLACEMENT, YOU MUST FIRST NOTIFY THE MANUFACTURER, ITS AGENT, OR ITS AUTHORIZED DEALER OF THE PROBLEM IN WRITING AND GIVE THEM AN OPPORTUNITY TO REPAIR THE VEHICLE. YOU ALSO HAVE A RIGHT TO SUBMIT YOUR CASE TO THE CONSUMER ARBITRATION PROGRAM WHICH THE MANUFACTURER MUST OFFER IN MINNESOTA.

So that Ford Motor Company may have an opportunity to make any needed repairs before you pursue the remedies provided by Minnesota law, please write to: Ford Motor Company, Consumer Affairs Dept., P.O. Box 6248, Dearborn, Michigan, 48126, or telephone number 1-800-392-3673 (FORD).

You must seek resolution of your warranty problem through the BBB AUTO LINE Program before filing a civil action to pursue the replacement/refund remedy provided by the lemon law. To open a case with BBB AUTO LINE, call 1-800-428-3718 or write to BBB AUTO LINE, 4200 Wilson Boulevard, Suite 800, Arlington, Virginia, 22203-1833.

LEMON LAW RIGHTS ACKNOWLEDGMENT

FORD ESCAPE 2011

VEHICLE MODEL: _____ YEAR: _____

IDENTIFICATION NUMBER: 1 F M C U 0 E G 0 B K [redacted]

I ACKNOWLEDGE RECEIPT OF THE EXPLANATION OF MY RIGHTS UNDER THE LAWS AND REGULATIONS (COMMONLY REFERRED TO AS "LEMON LAW") OF THE STATE OF MINNESOTA.

Purchaser or Lessee: [signature] Date: 03/26/11

Ford Customer Service Division

WHITE COPY - DEALER YELLOW COPY - CUSTOMER

LL-MN 6-01-01 Updated 12/10 Previous editions of this document may not be used. Printed 12/10 6509-LEM-09 503242_3p

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MINNESOTA INSURANCE CARD

INSURED SANTORI, TRISTIN MUTL VOL

POLICY NUMBER [redacted] EFFECTIVE

YR 2011 MAKE FORD MAR 26 2011 TO AUG 26 2011

MODEL ESCAPE VIN 1FMCU0EG0BK[redacted]

AGENT PAUL GENTILINI INS AGENCY INC 6002-724

PHONE (763)755-1420

A BODILY INJURY/PROPERTY DAMAGE LIABILITY
P20 PERSONAL INJURY PROTECTION
D 250 DEDUCT COMPREHENSIVE
G 250 DEDUCT COLLISION
H, R1, U, W
SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

MINNESOTA DRIVER'S LICENSE

[redacted]

Date of Birth 05 [illegible]
Sex Eyes
F BLU
Height Weight
5-9 175
ISSUED 05-2010 EXPIRES 05-14-2014

T590266772114

BBB AUTO LINE
Customer Claim Form

Case number: FRD1125139
Contact Date: 08/08/11
Start Date: AUG 11 2011

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: South Saint Paul State: MN Zip code: [redacted]
Day phone: [redacted] Evening phone: SAME Cell phone: SAME
Fax: E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: Escape Year: 2011 Current mileage: 5,200
Name(s) that appears on the vehicle title: [redacted]
Selling dealer/city/state: , , MN INVER GROVE HEIGHTS, MN
Primary Servicing dealer/city/state: INVER GROVE FORD LINCOLN MERCURY, INVER GROVE HEIGHTS MN
Acquired as ☒ new ☐ used ☐ demo ☒ leased Is the vehicle in your possession? yes ☒ no
Purchase/lease date: 03/26/2011 Mileage at purchase/lease: 485
First repair attempt date: 04/16/2011 First repair attempt mileage: 1,251
How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: N/A Transmission type: ☒ Automatic ☐ Manual
Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident: N/A
Description of damage: N/A

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

I want FORD to take back the vehicle and reimburse the upfront costs of $1,631.51 I do not want a replacement vehicle as dealing with FORD has been trying. My safety was jeopardized two times, this vehicle is NOT safe.

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER 1FMCU0EG0BK[redacted]
Lienholder/Leasing Company FORD CREDIT **Phone Number** 1-800-727-7000
Account Number [redacted]

CCF

Case Number: FRD1125139

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Catastrophic engine failure	IGH Ford	1	04-16-2011, 1251 miles out for 15 days	no
transmission won't shift	IGH Ford	4	04-16, 1251 mi, 15days 05-9-11, 1913 miles, 3days 07-30-11, 5,100 mi, 1day	yes
			08-10-11, 5,200 mi, still @ dealership	
engine died after putting into gear	IGH Ford	1	08-10-11, 5200 mi, still @ dealership	yes

Total days out of service for all problems: 20+ (vehicle still @ dealership)

Signature of Titled Owner(s) [redacted] Date 08-10-2011

Printed Name of Titled Owner(s) [redacted]

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE
Customer Claim Form

Case number: FRD1125139
Contact Date: 08/08/11
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [redacted]

Mailing address: [redacted]

City: South Saint Paul State: MN Zip code: [redacted]

Day phone: [redacted] Evening phone: Cell phone:

Fax: E-mail address: [redacted]

SECTION 2: VEHICLE INFORMATION

Make: Ford Model: Escape Year: 2011 Current mileage: 0

Name(s) that appears on the vehicle title: [redacted]

Selling dealer/city/state: , , MN

Primary Servicing dealer/city/state: INVER GROVE FORD LINCOLN MERCURY, INVER GROVE HEIGHTS MN

Acquired as ☒ new ☐ used ☐ demo ☐ leased Is the vehicle in your possession? ☒ yes ☐ no

Purchase/lease date: Mileage at purchase/lease:

First repair attempt date: First repair attempt mileage: 0

How often is the vehicle used for business purposes (percentage): 0 % Number of vehicles owned or leased by the business: Transmission type: ☒ Automatic ☐ Manual

Has the vehicle been in an accident/had body damage? ☐ yes ☒ no Date of accident:

Description of damage:

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Please complete the missing information in the box below and on page 2.

VEHICLE INDENTIFICATION NUMBER _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Lienholder/Leasing Company _____ **Phone Number** _____

Account Number _____

CCF

PE13-003.4 001052LC

Case Number: FRD1125139

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example:				
A/C won't cool properly	**Any Dealer, Inc.**	**2**	**4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day**	**yes**

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington VA, 22203-1838
Fax: 703-247-9700

BBB AUTO LINE PROGRAM SUMMARY

Ford Motor Company – Minnesota

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 Minnesota lemon law must be filed with BBB AUTO LINE within three years after the date of the vehicle's original delivery.

Claims not covered by the Minnesota 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 Minnesota lemon law and claims seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

ELIGIBLE CLAIMS

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

ELIGIBLE VEHICLES

Claims may be filed within the lemon law filing period for Ford, Lincoln, and Mercury cars and light trucks that are covered by the Minnesota lemon law.

PE13-003.4 001054LC

Claims may also be filed for Ford, Lincoln, and Mercury cars and light trucks that are **not** covered by the Minnesota lemon law if they are:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;
- Currently registered in Minnesota; and
- Purchased or leased in the United States and normally operated in the United States.

Unless covered by the Minnesota lemon law, the following vehicles are **not eligible** for BBB AUTO LINE:

- F-450, F-550, and F-650 pick-up trucks.
- Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

BBB AUTO LINE REMEDIES

The arbitrator may award the following remedies:

- Repairs.
- A Ford Extended Service Plan for the customer's current vehicle.
- Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- Repurchase of the vehicle.
- Replacement of the vehicle.

REPAIRS/REIMBURSEMENT FOR REPAIRS

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

REPURCHASE/REPLACEMENT

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets all elements of the Minnesota 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

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- 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 Minnesota lemon law, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

Repurchase of an Owned Vehicle

Ford will refund the following amounts when repurchasing an owned vehicle:

1. The full vehicle purchase price, including the cost of any options or other modifications arranged, installed or made by the manufacturer, its agent or its authorized dealer within 30 days after the date of original delivery. This includes the amount stated by the dealer as the trade-in value of a customer's used vehicle, plus an additional amount paid by the customer for the vehicle;

2. Sales or excise tax;

3. License fees and registration fees; and

4. Reimbursement for towing and rental vehicle expenses incurred by the customer as a result of the vehicle being out of service for warranty repair.

The amount of sales tax to be refunded to the customer is calculated as follows:

$$\text{Tax paid by customer at time of purchase} - \left(\text{Tax paid by customer at time of purchase} \times \frac{\text{Reasonable allowance for use}}{\text{Vehicle's purchase price}}\right)$$

Repurchase of a Leased Vehicle

Ford will refund the following amounts when repurchasing a leased vehicle:

To the lessor:

1. A full refund of the vehicle's original purchase price; and
2. Any early termination costs, not to exceed 15 percent of the vehicle's original purchase price;
3. Less any amounts actually paid by the customer on the written lease.

To the lessee:

1. The amount actually paid by the customer on the written lease;
2. Sales or excise tax;
3. License fees and registration fees; and

4. Reimbursement for towing and rental vehicle expenses incurred by the customer as a result of the vehicle being out of service for warranty repair.

Replacement

Ford will provide a replacement vehicle from dealer inventory that is comparable to the vehicle being replaced. 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 Minnesota lemon law, then the **repurchase** award will be reduced for the customer's use of the vehicle in accordance with the following formula, not to exceed 10% of the purchase price:

  (all accrued mileage – 100 miles) x 10 cents per mile

- If the arbitrator awards a **replacement** in a claim that does **not** meet all elements of the Minnesota 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 Minnesota 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 MINNESOTA LEMON LAW

The following is a brief explanation of most relevant provisions of the Minnesota lemon law. The complete text of the lemon law can be found at Minn. Stat. Ann Sec. 325F.665.

VEHICLES COVERED

The Minnesota lemon law covers any "motor vehicle", which it defines as any one of the following that is sold or leased to a consumer in Minnesota:

1. A passenger automobile, designed and used for carrying not more than 15 persons including the driver;
2. A pickup truck or van; and
3. The self-propelled chassis or van portion of recreational equipment.

The lemon law covers used vehicles.

CONSUMERS COVERED

The lemon law covers "consumers" who fall into either of the following categories:

1. The purchaser or lessee, other than for purposes of resale or sublease, of a new motor vehicle used for personal, family, or household purposes at least 40 per cent of the time; or
2. A person to whom the new motor vehicle is transferred for the same purposes during the duration of the manufacturer's written warranty.

VEHICLE CONVERTERS

The lemon law applies to vehicle converters.

PROBLEMS COVERED

The lemon law applies to any defect or condition that does not conform to the manufacturer's written warranty and that substantially impairs the use or market value of the motor vehicle to the consumer. These are referred to as *nonconformities.*

The lemon law provides the manufacturer with an affirmative defense if it can be shown that the nonconformity (1) does not substantially impair the use or market value of the vehicle, or (2) is the result of abuse, neglect, or unauthorized modifications or alterations of the motor vehicle by anyone other than the manufacturer, its agent or authorized dealer.

MANUFACTURER'S DUTY TO REPAIR

If a new motor vehicle does not conform to the manufacturer's written warranty, and the consumer reports the nonconformity to the manufacturer, its agent or dealer during the

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term of the written warranty or during the period of two years following the date of the vehicle's original delivery to a consumer – whichever is the earlier date, the manufacturer must make the repairs necessary to conform the vehicle to the warranty. Repairs must be made even after the expiration of the warranty term or the two-year period.

MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE VEHICLE

If the manufacturer, its agents or authorized dealers are unable to conform a *purchased* motor vehicle to any applicable express warranty by repairing or correcting any nonconformity after a reasonable number of repair attempts within three years following the date of original delivery of the vehicle to a consumer, then the manufacturer must either repurchase or replace the motor vehicle. The consumer has the option of requiring the manufacturer to provide a refund rather than a replacement motor vehicle.

If the manufacturer, its agents or authorized dealers are unable to conform a *leased* motor vehicle to any applicable express warranty by repairing or correcting any nonconformity after a reasonable number of repair attempts within three years following the date of original delivery of the vehicle to a consumer, then the manufacturer must repurchase the motor vehicle. The lemon law does not provide for the replacement of a leased vehicle.

REASONABLE NUMBER OF REPAIR ATTEMPTS

The lemon law creates a *presumption* that there have been a reasonable number of repair attempts if, within the manufacturer's written warranty term or during the period of two years following the date of original delivery of the vehicle to a consumer, whichever is the earlier date, any of the following occurs:

1. The same nonconformity has been subject to repair four or more times by the manufacturer, its agents or its authorized dealers, and the nonconformity continues to exist;

2. The vehicle is out of service by reason of repair for a cumulative total of 30 or more business days; or

3. A nonconformity that results in complete failure of the braking or steering system of the vehicle, and is likely to cause death or serious bodily injury if the vehicle is driven, has been subject to repair at least once by the manufacturer, its agents, or its authorized dealers, and the nonconformity continues to exist.

The term of the manufacturer's written warranty, the two-year period, and the 30-day period are extended by any period of time during which repair services are not available to the consumer because of a war, invasion, strike, or fire, flood, or other natural disaster.

Even if the presumption is not met, the consumer may still be entitled to recover under the lemon law if (1) the consumer first reported a nonconformity causing a substantial

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impairment to the manufacturer, its agent or authorized dealer during the term of the manufacturer's written warranty, and (2) a reasonable number of attempts to correct the nonconformity occurs within three years following the date of original delivery of the vehicle to a consumer.

NOTICE AND FINAL REPAIR ATTEMPT

The presumption set out above applies against a manufacturer only if the manufacturer, its agent or its authorized dealer has received prior written notification from or on behalf of the consumer at least once, and has had an opportunity to cure the alleged defect. If the notification is received by the manufacturer's agent or authorized dealer, the agent or dealer must forward it to the manufacturer by certified mail.

DISPUTE RESOLUTION

The lemon law requires all manufacturers selling vehicles in Minnesota to participate in an informal dispute settlement mechanism located in Minnesota. Consumers must first use this mechanism before suing in court under the lemon law.

TIME PERIOD FOR FILING CLAIMS

An action must be commenced within three years of the date of the vehicle's original delivery to a consumer. If a consumer applies to an informal dispute settlement mechanism within three years of the date of the vehicle's original delivery to a consumer, and the consumer is dissatisfied with the mechanism's decision, then any action brought by the consumer must commence within six months after the date of the mechanism's final decision.

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REMEDIES UNDER THE MINNESOTA LEMON LAW

REPURCHASE OF OWNED VEHICLES

A manufacturer repurchasing an owned vehicle under the Minnesota lemon law must pay the following amounts:

1. The full vehicle purchase price, including the cost of any options or other modifications arranged, installed or made by the manufacturer, its agent or its authorized dealer within 30 days after the date of original delivery. This includes the amount stated by the dealer as the trade-in value of a consumer's used vehicle, plus an additional amount paid by the consumer for the vehicle;
2. Sales or excise tax;
3. License fees and registration fees; and
4. Reimbursement for towing and rental vehicle expenses incurred by the consumer as a result of the vehicle being out of service for warranty repair;
5. Less a reasonable allowance for the consumer's use of the vehicle.

Refunds must be made to the consumer and lienholder, if any, as their interests appear on the records of the registrar of motor vehicles.

The amount of sales tax to be refunded to the consumer is calculated as follows:

$$\text{Tax paid by consumer at time of purchase} - \left[\text{Tax paid by consumer at time of purchase} \times \frac{\text{Reasonable allowance for use}}{\text{Vehicle's purchase price}}\right]$$

The reasonable allowance for use will be deducted for use of the vehicle by the consumer and any previous consumer during any period in which the use and market value of the vehicle are not substantially impaired. This amount may not exceed ten cents per mile driven or ten percent of the purchase price, whichever is less.

REPURCHASE OF LEASED VEHICLES

A manufacturer repurchasing a leased vehicle under the Minnesota lemon law must pay the following amounts:

To the lessor:

1. A full refund of the vehicle's original purchase price; and
2. Any early termination costs, not to exceed 15 percent of the vehicle's original purchase price;
3. Less any amounts actually paid by the consumer on the written lease.

To the lessee:

1. The amount actually paid by the consumer on the written lease;
2. Sales or excise tax;

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3. License fees and registration fees; and
4. Reimbursement for towing and rental vehicle expenses incurred by the consumer as a result of the vehicle being out of service for warranty repair;
5. Less a reasonable allowance for the consumer's use of the vehicle.

The reasonable allowance for use will be deducted for use of the vehicle by the consumer and any previous consumer during any period in which the use and market value of the vehicle are not substantially impaired. This amount may not exceed ten cents per mile driven or ten percent of the purchase price, whichever is less.

The consumer's leased vehicle must be returned to the manufacturer and the consumer's written lease with the lessor must be terminated.

REPLACEMENT OF OWNED VEHICLES

When replacing an owned vehicle under the Minnesota lemon law, the manufacturer must provide a comparable motor vehicle. The reasonable allowance for use does not apply to a replacement.

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Minnesota's Lemon Law

Popularly known as the "lemon law," Minnesota's motor vehicle warranty statute was created to help protect you when you buy or lease a car, pickup truck, or van, that is still under the original manufacturer's warranty. The law is not intended to eliminate all problems you will ever encounter with your vehicle. What it does do is require manufacturers to honor the time and mileage provisions of their written warranties. And, it provides special arbitration, refund and replacement provisions for vehicles which are considered to be real "lemons."

Which Motor Vehicles Are Covered?

The Minnesota lemon law covers new motor vehicles purchased or leased in Minnesota. It also covers used vehicles that are still under the original manufacturer's warranty. These cars must be used at least 40 percent of the time for personal, family or household purposes. (Leased vehicles are covered by the law if the lease term is longer than four months.)

The first report of a defect must occur within the warranty period, or two years, whichever comes first. If you have continuing problems with the same defect, however, you still can make a claim until the end of the third year.

The Manufacturer's Duty to Repair

The manufacturer or its authorized dealer must repair a motor vehicle in accordance with the terms of the warranty, even after the manufacturer's warranty has expired, if:

1. The motor vehicle has a defect or problem which is covered by the warranty; and,

2. The problem has been reported by the vehicle's owner within the warranty period, or within two years after delivery of the vehicle, whichever comes first.

The Manufacturer's Duty to Refund or Replace

The law has special refund and replacement provisions for cars that have substantial defects or problems, commonly called "lemons." Under the law, if the manufacturer or its authorized dealer has been unable to repair a car's problem after a "reasonable number of attempts," the buyer or lessee may go through a manufacturer's arbitration program, or to court, to seek a full refund of the car's purchase price (minus a deduction for use of the vehicle). The law considers a "reasonable number of attempts" to be any one of the following:

Four or more unsuccessful attempts to repair the same defect; or,

Are you having trouble with a new car you just bought? Is your "new" used car making strange noises? Maybe you had trouble with a repair shop?

This brochure is designed to guide you through Minnesota's Lemon Law, Used Car Warranty Law and Truth In Repairs Law. Buckle your seat belt, this is going to be a quick ride through "Car Law 101."

One unsuccessful attempt to repair a defect which has caused the complete failure of the steering or braking system and which is likely to cause death or serious bodily injury; or,

A car which has been out of service due to warranty repairs for 30 or more cumulative business days.

In each case the initial defect must occur within the warranty period, or two years, whichever comes first, but the manufacturer's repair attempts may extend to the end of the third year. Even if you do not meet one of the above categories, you may still have a lemon law claim, but it will be harder to prove.

Situations When Refunds or Replacements Are Not Given

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Be aware that the manufacturer does not have to make a refund or replace the vehicle if:

The problem does not substantially impair the use or market value of the vehicle; or,

The problem is the result of abuse, neglect or unauthorized modifications or alterations of the vehicle.

Refund and Replacement Eligibility Requirements

Just because a repair shop has made a number of unsuccessful attempts to fix your car you are not automatically eligible for a refund or replacement vehicle. You must first:

Write to the manufacturer, zone representative or authorized dealer notifying them of the problem. Specifically state that your car is a lemon and that you want a buy-back under the lemon law. This does two things:

1. It gives the company an opportunity to fix the defect (the manufacturer gets one more chance to fix the defect after notification); and,

2. It lets the company know you plan to use Minnesota's lemon law if the defect is not properly repaired.

Try to resolve the problem through the manufacturer's automobile dispute arbitration program.

The manufacturer may require you to first go through the arbitration program before filing a lawsuit under the lemon law. Check with the manufacturer or the Minnesota Attorney General's Consumer Division if you have questions about a manufacturer's arbitration program.

If You Are Awarded a Refund

If you are awarded a refund under the terms of the lemon law, the manufacturer must refund:

1. The full purchase price of the vehicle, or the amount you actually paid on your lease. However, for either a purchased or leased vehicle, the manufacturer may deduct a reasonable allowance for the time that you were able to use the vehicle. This deduction cannot exceed 10 cents per mile or 10 percent of the purchase price, whichever is less;

2. The cost of certain options installed by the manufacturer or dealer;

3. Sales tax;

4. License fees;

5. Registration fees;

6. Reimbursement for towing; and,

7. Rental expenses.

Note: If you are awarded a replacement vehicle, you have the option of receiving a refund instead.

Arbitration

Automobile manufacturers doing business in Minnesota must offer consumers an arbitration program which considers consumers' warranty related disputes.

A manufacturer's arbitration program provides consumers a fast and simple way to resolve disputes. Arbitrators can consider arguments based on the lemon law. But, an arbitrator is not a judge and is not required to apply the law the way a court would.

If the manufacturer requires it, consumers must first go through the manufacturer's arbitration program before filing a lawsuit under the lemon law. You may not have to wait until all the lemon law criteria are met before going through arbitration, but you might have a stronger case if all the criteria are met.

In fact, you may not even want to discuss the lemon law in arbitration if your car does not meet the lemon law criteria.

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The consumer has certain rights during the arbitration process:

Lemon law information. You and the arbitrator(s) must receive a copy of this brochure from the manufacturer's arbitration program.

Lemon law arguments. You may make any arguments to the arbitrator(s) you think necessary to support your complaint, including those based on the lemon law. The arbitrator(s) cannot be discouraged or prohibited from considering your arguments.

Documents. You are entitled to copies of all documents.

Oral presentation. You must be given reasonable written notice of the arbitration and an opportunity to make an oral presentation to the arbitrator(s), unless you agree to a telephone conference or to submit the case on the basis of documents alone. If the case is based on documents alone, the manufacturer or dealer representative cannot participate in discussion or resolution of the dispute. You may get better results if you make a personal oral presentation to the arbitrator(s).

Independent appraisal. You must be given an adequate opportunity to get an independent appraisal, at your own cost, of any manufacturer claim that your vehicle does not have a problem or that your vehicle is operating within normal specifications.

Repair attempts. You must be given a chance to inform the arbitrator(s) about the results of
any recent repair attempts by the manufacturer.

Service bulletins. You must be provided with, at reasonable cost, any technical service bulletin which the manufacturer knows directly applies to the specific mechanical problem being disputed.

Attorney. You have the right to be represented by an attorney in the arbitration process. However, most arbitration participants appear before the arbitrator(s) without an attorney. Attorney's fees for representation in arbitration are not recoverable under the lemon law.

Arbitration decision. You are not bound by the decision of the arbitrator(s), unless you agree to be bound. In the past, manufacturers have agreed to be bound by the arbitration decision. If you are unhappy with an arbitration decision, you may wish to consult an attorney if you wish to file a lawsuit under the lemon law. The arbitration decision is admissible as nonbinding evidence in any subsequent legal action. If you wish to file an appeal of the arbitrator's ruling in court, you must file in court within 30 days of the decision.

Refund amount. If the arbitrator(s) decides you should receive a refund or replacement vehicle under the terms of the lemon law, then you are entitled to the same refunds and reimbursements you would have received had you won in court.

Bad faith appeal. If a court determines that you or the manufacturer acted in bad faith when you appealed an arbitration decision, the party that wins in court may be entitled to receive three times the actual damages, plus attorney's fees and court costs.

How to Use the Lemon Law in Arbitration or Court

To prepare for a dispute you should:

1. Keep copies of all purchase orders, sales receipts, lease agreements, warranties, repair invoices, letters and other documents concerning your vehicle and any of its problems or potential defects

2. If your vehicle is in the shop for repairs for more than one day at a time, make sure that the repair invoice shows the date it was brought in and the date you were notified that it was ready to be returned.

3. If you think you are eligible for a refund or replacement vehicle, remember the law requires written notice be given to the

manufacturer, zone representative or authorized dealer. You should send a letter by certified mail, with a return receipt requested. If you send the letter to the dealer, send a copy to the manufacturer and keep a copy for your records. You should include the following information in your letter:

Your name, address and telephone number.

The date you purchased or began leasing the automobile.

A list of defects and systems affected.

The number of times the vehicle has been subject to repairs for the same problem, and the dates of the repairs.

A statement that the defect still exists as of the date of the letter.

A reference to the lemon law (Minnesota Statutes, section 325F.665) and a statement that you will pursue a replacement or refund claim under this law if the vehicle is not made to conform to the warranty.

A request for information about the company's arbitration program.

Remember, the refund and replacement provisions of the lemon law are intended to provide a replacement or a refund only in the cases of the most serious defects ¾ faults which seriously impair the use or market value of the vehicle, or faults which involve life-threatening failures of the braking and steering systems.

If You Sue

If you feel you must bring a lawsuit under the lemon law for a refund or replacement vehicle, you should consult an attorney (you may be eligible to recover the attorney's fees if you win). The law allows you to file suit any time within three years of the date of the original delivery of the vehicle, if you first reported the defect within the warranty period, or two years, whichever comes first. As of April 1995, if you go through a manufacturer's arbitration program, you have six months to appeal in court. The company has only 30 days to appeal in court.

For more information about Minnesota's Lemon Law, contact the Minnesota Attorney General's Office at: (651) 296-3353 or 1-800-657-3787. TTY numbers are: (651) 297-7206 or 1-800-366-4812.

Rpt. Analysis Home | Report Mgmt Primary | Report Mgmt Query | Report Mgmt | Indicator Summary | Help | Exit

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	BDRDC006 NHL			**Received:**	04/18/2011
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2011,ESCAPE 4X2 ,4X2 ,LIMITED,MPV ,1FMCU0EG0BK[redacted]			**Build Date:**	01/14/2011
Odometer :	5,821 M	**Engine:**	3.0L IVCT	**Calibration:**	AM71F30A
Transmission:	6SP 6F MID	**Axle:**	3.51 RATIO	**A/C:**	YES
Dealer:	USA 09179 Inver Grove Ford Lincoln			**Phone#:**	(651) 457-4773
City:	Inver Grove Heig	**State:**	Minnesota	**Country :**	USA

Originator: MIKE HEIMER

Symptom: 5 52 1 39 DRV PERF,STALLS/QUITS,AT IDLE,INTERMITTENT

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: STALLS ON ENGAGEMENT CND

Fix: **Causal Component :**

Condition Code:

Hotliner: LSTANL22 **Phone:** 313 317-4488 **Regn Cd:** G5 Twin Cities

Engineering: **Phone:** **TAR:**

Dlr Contact: MIKE HEIMER **Phone:** 651 451-2201 **Title Cde:** T

KOEO:
KOEC:
KOER:
Comments:

REPAIR 04/18/2011 02:02PM LAWRENCE STANLEY MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUST STATES ENG. DIED WHILE DRIVING AT HYWAY SPEED AFTER TURNING AROUND. TACH SHOT UP TO 6200 REPM THEN DIED. RESTART 40 MINUTES LATER BUT DIED RIGHT AWAY, TOWED IN DIAGNOSTICS: VEHICLE STARTED FINE. IDS SELF TEST ALL CMTCS AND PCM. PCM HAS P260F. PINPOINT TEST HX1, NO OTHER PCM CODES, SELF TEST NETWORK. ALL PASS EXCEPT ABS U0001. MONITOR FTP, IT IS A T 2.62V NOW. HX49 SAYS TO REPROGRAM PCM, IT IS ALREADY AT LATEST UPDATE. ALSO VEHICLE HAS ENG. KNOCK 1200 RPM AND ABOVE PARTS REPLACED:: NONE TECH QUESTION: FIRST QUESTION IS COULD P260F CAUSE IT TO STALL AND NOT RESTART, IT IS ALWAYS STARTING FINE NOW. ALSO IF PCM CANNOT BE PROGRAMMED WHAT IS REPAIR PROCEDURE? THE ENG. HAS A LOUD KNOCK NOISE ABOVE 1200 RPM, COMPLAINT IS NOT ON REPAIR ORDER SO I DONT KNOW IF IT STARTED SINCE IT STALLED AND WOULD NOT RESTART, IS THERE ANY KNOWN CAUSES FOR ANY OF THESE CONCERNS. PLEASE LIST ANY PERTINENT FREEZE FRAME DATA ON FREEZE FRAME FLI IS 0%, FTP IS 0 PSI, VPWR IS 14V, TP IS 14% RPM IS 716, VSS 0 MPH PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE.
NONE

RECOMM 04/18/2011 02:02PM LAWRENCE STANLEY MSS - FCSD - TECH SVC HOTLINE
TSB 11-03-22 DRIVEABILITY SYMPTOMS WITHOUT DTCS OR DRIVEABILITY SYMPTOMS WITH DTC P144A, P2196, P2198, P1450, OR P0456. FOLLOW THE SERVICE PROCEDURE STEPS TO CORRECT THE CONDITION. MIKE, WITH THE INFORMATION YOU HAVE PROVIDED THIS VEHICLE MAY HAVE MORE THAN ONE CONCERN, IT IS NOT LIKELY THAT DTC P260F IS THE CAUSE FOR THE NO START CONDITION. ALSO IF THE PCM IS AT THE LATEST CALIBRATION IT IS UNCLEAR

AS TO WHAT TYPE OF PROGRAMMING ISSUE YOU ARE DESCRIBING. AS FOR THE KNOCKING NOISE THIS COULD BE THE CAUSE OF THE NO START CONDITION. RECOMMEND INSPECTING THE OIL LEVEL AND CONDITION FOR BEING LOW OR CONTAMINATED. ALSO RECOMMEND CHECKING THE ENGINE OIL PRESSURE WITH A MECHANICAL GAUGE SHOULD BE APPROXIMATELY 25 PSI MINIMUM AT 1,500 RPM WITH ENGINE WARMED UP AFTER 10 MINUTES OF IDLING. THE ONLY COMMON TREND WE HAVE AT THIS TIME IS THE FOLLOWING TSB. SUGGEST YOU USE TSB 11-3-22 TO ADDRESS THIS CONDITION. IF NO RESOLUTION IS FOUND WITH THE ABOVE TESTS, RECOMMEND CLEARING THE DTC AND ROAD TESTING TO SEE IF THE CONCERN RETURNS AND WHAT IS BEING LOST WHEN THE VEHICLE IS A NO START I.E. SPARK, FUEL, AIR INTAKE ETC.....

REPAIR **04/18/2011 04:10PM JSTRAMER**

TECHNICIAN REPLY: OIL PRESSURE IS LESS THAN 12 PSI AT 1500 RPM HOT. SPEC IS 25 PSI. SOUNDS LIKE UPPER END NOISE. IT STILL HAS NOT STALLED, LOW OIL PRESSURE SHOULD BE DIAG FIRST, IS THERE ANY KNOWNS FOR LOW PRESSURE, IF NOT SHOULD IT BE TORN DOWN

RECOMM **04/18/2011 04:10PM JSTRAMER**

MIKE, YES THE LOW OIL PRESSURE IS A CONCERN. THERE ARE NO COMMON KNOWN CONCERNS FOR LOW OIL PRESSURE ON THIS ENGINE. SINCE IT IS STATED THAT THERE IS AN ENGINE KNOCK, RECOMMEND CANCELING OUT CYLINDERS BY DISABLING THE INJECTORS ONE AT A TIME LISTING FOR THE NOISE TO CHANGE PITCH OR GO AWAY. IF SO, THIS INDICATES LOWER END ENGINE CONCERN AND OIL PAN SHOULD BE REMOVED FOR INSPECTION OF LOWER END ENGINE.

REPAIR **04/19/2011 05:32PM ALEC MCENTEE MSS - FCSD - TECH SVC HOTLINE**

PLEASE DESCRIBE CUSTOMERS CONCERN: ENGINE DIED WHILE DRIVING AT HIGHWAY SPEEDS. TACH SHOT UP TO 6200 RPM JUST BEFORE ENGINE DIED. RESTARTED 40MIN LATER BUT DID NOT START. TOWED IN. PLEASE LIST ANY RECENT REPAIR ATTEMPTS: NONE DESCRIBE DIAGNOSTIC PROCEDURES COMPLETED AND THE RESULTS: INSPECT FOR NO START. VEHICLE STARTED UP FINE,HAS ENG. NOISE. IDS SELF TEST ALL CMTCS AND PCM.PCM CODE P260F. PERFORM PINPOINT HX1, HX46, PASS.HX47,MONITOR FTP, 2.62V, PASS.HX49 IS TO REPROGRAM PCM, PCM AT LATEST UPDATE, CANNOT REPROGRAM.LET VEHICLE

RUN TO TRY TO DUPLICATE, ENG. NOISE LOUD OVER 1200 RPM. PERFORM MANUAL OIL PRESSURE TEST, BELOW 12 PSI AT 1500 RPM, BELOW SPECS.NEEDS ENG. DIAG FIRST FOR ENG. NOISE THEN WILL NEED RECHECK FOR NO START ISSUE.TO SEE WHAT REPAIR PROCEDURE FOR CODE P260F IF PCM CANNOT BE PROGRAMMED.NEEDS ENG. DIAG FIRST FOR ENG.E-MAIL HOTLINE PLEASE LIST PART THAT WAS ROOT CAUSE OF FAILURE: MAINBEARING/OIL PUMP FAILURE. LIST MAJOR COMPONENTS NEEDED FOR REPAIR: SHORT BLOCK, LH/RH HEAD, LH/RH VCT ASSEMBLY, OIL PUMP, OIL PICKUP TUBE/SCREEN. REPAIR ESTIMATE - PARTS: REPAIR ESTIMATE - LABOR: REPAIR ESTIMATE - TOTAL: VEHICLE/COMPONENT ABUSE: NO LACK OF MAINTENANCE NO MODIFICATIONS NO PROCESS GAS ENGINE PROVIDE ANY DETAILS NECESSARY: TECH 19 VERFIED LOW OIL PRESSURE ABOUT 12 PSI AT 1500RPM. VERFIED NOISE AT LOAD CHECKED TSB/SSM FOUND NONE PERTAING, REMOVED OIL PAN FOUND LARGE BEARING DEBRIS IN PAN AND PICK UP TUBE. REMOVED TO ROD CAPS BOTH BEARINGS SPUN. INSPECTED MAIN BEARING AND FOUND ALL CURLING OVER. REMOVED LH VALVE COVER AND INSPECTED ONE INTAKE/EXHAUST CAP AND FOUND SCORING ON BOTH. SUSPECT BEARING AND OR OIL PUMP FAILURE. USE SECONDARY P&A CODE: 09179

RECOMM **04/19/2011 05:32PM ALEC MCENTEE MSS - FCSD - TECH SVC HOTLINE**
APPROVAL# PAAVX 1.ORDER A NEW LONG BLOCK (BASE PART # 6006, OR 6007 IF 6006 IS NOT AVAILABLE). 2. REVIEW THE SERVICE MANUAL AND THE LITERATURE PROVIDED WITH THE REPLACEMENT ENGINE REGARDING INTAKE MANIFOLD CLEANING/REPLACEMENT, PRIMING OIL SYSTEM, FILLING COOLING SYSTEM, ETC. NOTE: IF INTAKE MANIFOLD IS NOT ATTACHED/SUPPLIED WITH ASSEMBLY, IT MUST BE DETERMINED TO BE FREE OF METAL DEBRIS, OR REPLACED AS NECESSARY. METAL DEBRIS IN INTAKE MANIFOLD OR OIL COOLER CAN CAUSE SUBSEQUENT FAILURE AND IS NOT WARRANTABLE. 3. MAKE SURE ALL COMPONENTS ARE RETURNED. 4. PLEASE FOLLOW THE FCS-700 TAG CORE RETRIEVAL PROCESS. 5. DRAIN ALL FLUIDS. 6. PROPERLY SECURE CORE TO CRATE TO AVOID SHIPPING DAMAGE. IN REGARDS TO THE DTC PRESENT CONTACT THE TECHNICAL HOTLINE BY PHONE OR UPDATE THE WEB REQUEST FORM(NOT THE ENGINE APPROVAL FORM) FOR RECOMMENDED DIAGNOSTICS.

ADD-ON **04/19/2011 05:32PM ALEC MCENTEE MSS - FCSD - TECH SVC HOTLINE**
VIN: 1FMCU0EG0B[redacted] VEHICLE: 2011 ESCAPE 4 DR LIMITED MPV 4X2 ODOMETER: 1251 ENGINE: 3.0L V6 TRANS: 6 SPEED AUTO 6F MID CLAIM TYPE: BUMPER TO BUMPER WARRANTY START DATE: 03/26/2011 USAGE: PERSONAL PART #: IG-758-AA SERIAL #: E1311070111308661056 BUILD DATE: 01/07/2011 WARRANTY TYPE: BUMPER TO BUMPER SPW INSTALL DATE: SPW MILEAGE: CUDL CONTACT:

AUDIT **07/02/2011 11:06AM**
SYMPTOM 6 07 6 93 CHANGED TO 5 52 3 02 BY CS012093

REPAIR **08/11/2011 11:28AM WILLIAM REBROVICH MSS - FCSD - TECH SVC HOTLINE**
TECH'S QUESTION: ANY KNOWN CONCERNS FOR THIS? DESCRIPTION OF VEHICLE CONCERN: VEHICLE DIED WHILE SHIFTING IN TO GEAR AND ALSO WOULD NOT SHIFT OUT OF FIRST GEAR UNTILL ABOUT 1/2 MILE THEN IT BANGED INTO THE NEXT GEAR DIAGNOSTICS ALREADY COMPLETED: ROADTEST,COULD NOT VERIFY CONCERN,CHECKED CODES, NO CODES.FLUID LEVEL OK.PCM UP TO DATE. PARTS REPLACED: NONE DTC: NONE

RECOMM **08/11/2011 11:28AM WILLIAM REBROVICH MSS - FCSD - TECH SVC HOTLINE**
BRENT, RECOMMEND THAT YOU DUPLICATE THE CONCERN BEFORE ANY REPAIR ATTEMPTS ARE MADE. THIS CONCERN CAN BE CAUSED BY A DRIVEABILITY CONCERN OR A CONVERTER CONCERN. IF THE CONCERN CAN BE DUPLICATED, PLACE THE VEHICLE ON A HOIST WITH THE WHEELS OFF THE GROUND. START THE VEHICLE IN NEUTRAL, PLACE THE VEHICLE IN DRIVE (WITHOUT APPLYING THE BRAKE) AND MONITOR IF THE VEHICLE STALLS. IF SO AN ENGINE DRIVEABILITY CONCERN IS PRESENT. IF THE VEHICLE DOES NOT STALL GENTLY APPLY THE BRAKES AND MONITOR IF THE VEHICLE BOGS OR BEGINS TO STALL. IF SO THE CONVERTER IS APPLIED. BY THE CUSTOMERS DESCRIPTION, AN ENGINE DRIVEABILTY CONCERN WOULD BE SUSPECT. IF THE VEHICLE WILL NOT UPSHIFT AND THE PCM IS NOT COMMANDING IT, THEN A DRIVEABILTIY CONCERN IS PRESENT. THERE ARE NO COMMON CAUSES FOR THIS VEHICLE MAKE/MODEL AND CONCERN. THANK YOU.

Download Options

AUDIT **08/11/2011 11:28AM WILLIAM REBROVICH MSS - FCSD - TECH SVC HOTLINE**
SYMPTOM 5, 52, 3, 02 CHANGED TO 5, 52, 1, 39 BY WREBROVI

AUDIT **08/11/2011 11:28AM WILLIAM REBROVICH MSS - FCSD - TECH SVC HOTLINE**
ODOMETER 1251 M CHANGED TO 5821 M BY WREBROVI

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

Requester: DALBANIC
Report Summary
Server: ECCWS686

Ford Proprietary, Private

20-Sep-2011
Retention: None

[redacted]

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

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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

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AMY L. BENNECOFF
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W. CHRISTOPHER COMPONOVO
TIMOTHY J. ABEEL, JR.
JOSEPH L. GENTILCORE
ALFRED J. TUMOLO III

July 30, 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 Motors Company
July Term 2013, No. 003598

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)

JULY 2013 003598

E-Filing Number: 1307046923

PLAINTIFF'S NAME	DEFENDANT'S NAME
LINSAY F. SHOULDIS	FORD MOTOR COMPANY
PLAINTIFF'S ADDRESS 371 TAREYTON DRIVE LANGHORNE PA 19047	DEFENDANT'S ADDRESS C/O CT CORPORATION 116 PINE STREET SUITE 320 HARRISBURG PA 17101
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS	TOTAL NUMBER OF DEFENDANTS	COMMENCEMENT OF ACTION
1	1	[X] Complaint [ ] Petition Action [ ] Notice of Appeal [ ] Writ of Summons [X] Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY	COURT PROGRAMS			
[X] $50,000.00 or less [ ] More than $50,000.00	[X] Arbitration [ ] Jury [ ] Non-Jury [ ] Other:	[ ] Mass Tort [ ] Savings Action [ ] Petition	[ ] Commerce [ ] Minor Court Appeal [ ] Statutory Appeals	[ ] Settlement [ ] Minors [ ] W/D/Survival

CASE TYPE AND CODE

10 - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

FILED
PRO PROTHY
JUL 26 2013
S. GARRETT

IS CASE SUBJECT TO COORDINATION ORDER?
YES NO

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: LINSAY F SHOULDIS

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY		ADDRESS
ROBERT A. RAPKIN		30 EAST BUTLER PIKE AMBLER PA 19002
PHONE NUMBER (215)540-8888	FAX NUMBER (215)540-8817	
SUPREME COURT IDENTIFICATION NO. 61628		E-MAIL ADDRESS rarphillyefile@lemonlaw.com
SIGNATURE OF FILING ATTORNEY OR PARTY *ROBERT RAPKIN*		DATE SUBMITTED Friday, July 26, 2013, 03:59 pm

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:15 AM - 04/14/2014
You must still comply with the notice below. USTED TODAVIA DEBE CUJPLIR CON EL AVISO PARA DEFENDERSE.
This matter will be heard by a Board of Arbitrators at the time, date and place specified but, if one or more parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties.
There is no right to a trial denovo on appeal from a decision entered by a Judge.

Robert A. Rankin, Esquire
Identification No. 61628
KLIMMEL & 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 REQUESTED

Filed and Attested by PROTHONOTARY 26 JUN 2013 03:15 pm S. GARRETT

LINDSAY FRANCINE SHOULDIS
371 Tareyton Drive
Langhorne, PA 19047

v.

FORD MOTOR COMPANY
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

NOTICE TO DEFEND
CODE: 1900

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas en las paginas signientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, le corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u ostros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
FILADELFIA, PA 19107
TELEFONO: 215-238-1701

Case ID: 130703598

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.

LINDSAY FRANCINE SHOULDIS 371 Tareyton Drive Langhorne, PA 19047 v. FORD MOTOR COMPANY c/o CT Corporation System 116 Pine Street Suite 320 Harrisburg, PA 17101	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL ACTION

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LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
FILADELFIA, PA 19107
TELEFONO: 215-238-1701

Robert A. Rapkin, Esquire
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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.

LINDSAY FRANCINE SHOULDIS 371 Tareyton Drive Langhorne, PA 19047 v. FORD MOTOR COMPANY c/o CT Corporation System 116 Pine Street Suite 320 Harrisburg, PA 17101	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiff, Lindsay Francine Shouldis, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 371 Tareyton Drive, Langhorne, PA 19047.

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 May 22, 2013, Plaintiff purchased a new 2013 Ford Escape, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMCU0GX4DUB89301.

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 $28,855.37. 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 May 28, 2013, when the vehicle odometer showed 496 miles. On that date, repair attempts were made to the check engine light on and vehicle started shaking while driving on the highway. 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 May 30, 2013, when the vehicle odometer showed 546 miles. On that date, repair attempts were made to the check engine light on, vehicle runs rough, loss of power and tachometer revs to 5,000 RPMs. 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 July 10, 2013, when the vehicle odometer showed 1,698 miles. On that date, repair attempts were made to the check engine light on. 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. Bill Marsh Ford, Newtown, PA is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

18. On or about May 22, 2013, 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 purchasers 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

PENNSYLVANIA VEHICLE RETAIL INSTALLMENT CONTRACT

DATE _____

1-800-727-7000	Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)	SELLER/CREDITOR (Seller Name and Address)
FORD CREDIT www.fordcredit.com	LINDSAY FRANCINE SHOULDIS 371 TAREYTON DR LANGHORNE, PA 19047	BILL MARSH FORD [illegible]

The Buyer (and Co-Buyer, if any) is referred to as "you" or "your." The Seller/Creditor is referred to as "we," "us" or "Seller." You may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
[illegible]	[illegible]	2013 FORD	ESCAPE	[illegible]	☐ Personal ☐ Agricultural ☐ Commercial

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price ..... $ [illegible] (1)
2. Down Payment
   Third Party Rebate Assigned to Seller ..... $ [illegible]
   Cash Down Payment ..... $ 15,545.05
   Trade-In [illegible] Year and Make $ [illegible] Gross Allowance $ [illegible] Amount Owing $ [illegible]
   Total Down Payment ..... $ 21,405.05 (2)
3. Unpaid Balance of Cash Price (1 minus 2) ..... $ 5,554.95 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
   To Public Officials
   (i) for license ($ N/A), title ($ [illegible]),
   registration ($ N/A) & fees ($ [illegible]);
   (ii) for filling fees $ N/A ;
   (iii) for taxes (not in Cash Price) $ 1,266.00 $ 1,299.50
   To Insurance Companies for:
   Credit Life Insurance (for term of contract) $ N/A
   Credit Disability Insurance (for term of contract) $ N/A
   _____ (Term _____ Months) $ N/A
   _____ (Term _____ Months) $ N/A
   To BILL MARSH FORD for Document Fee $ [illegible]
   To _____ for _____ $ _____
   To _____ for _____ $ N/A
   To _____ for _____ $ N/A
   To COMMONWEALTH OF T for Tire Tax $ 5.00
   To [illegible] for Gas Line Fee $ 14.55
   To _____ for _____ $ N/A
   To _____ for _____ $ N/A
   To _____ for _____ $ N/A
   Total ..... $ [illegible] (4)
5. Amount Financed (3 plus 4) ..... $ [illegible] (5)

INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit
☐ Life _____
Insurance Company
$ N/A
Premium Insured(s)
You want Credit Life Insurance.
Buyer Signs
Co-Buyer Signs

Credit
☐ Disability _____
Insurance Company
$ N/A
Premium Insured(s)

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FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid when you have made all scheduled payments	Total Sale Price The total cost of your purchase on credit, including your downpayment of $
%	$	$	$	$

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
		☐ Monthly ☐ Semi-Annually ☐ Annually
		starting

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Security Interest: You are giving a security interest in the vehicle being purchased.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2.0 percent of the late amount.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

If you do not meet your contract obligations, you may lose your vehicle, as well as both parts and goods put on your vehicle and money or goods received for your vehicle.

BALLOON CONTRACT PROVISIONS

☐ Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Seller under Paragraph B, you must pay the Seller $0. _____ per mile for each mile in excess of _____ miles shown on the odometer.

EXTRA MILEAGE OPTION CREDIT

If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Seller under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, You will receive a credit of $0. _____ per unused mile for the number of unused miles between _____ and _____ miles, less any amounts You owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than $1.00.

Buyer Signs

Co-Buyer Signs

OTHER OPTIONAL INSURANCE

Coverage and Insurance Company	Premium and Term in Months
	$
By	
	$
By	

You want the optional insurance for which premiums are included above.

Buyer Signs

Co-Buyer Signs

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

☐ **Debt Cancellation Waiver Addendum (Optional)**
If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Amount Financed under section 4.

Buyer Signs

Anti-Theft Product (Optional)

☐ If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

$ _____ Term _____
$ _____ Term _____
$ _____ Term _____

Buyer Signs X _____

NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Seller.

Buyer Signs X Lindsay Francine Alvaldis Co-Buyer Signs X _____

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO BUYER

Do not sign this contract in blank. You are entitled to an exact copy of the contract that you sign. Keep it to protect your legal rights.

Buyer Signs X Lindsay Francine Alvaldis Co-Buyer Signs X _____

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Buyer Signs X Lindsay Francine Alvaldis Co-Buyer Signs X _____

Seller _____ By X [signature] Title [signature]

THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

ASSIGNMENT

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to _____ ("Assignee").

To contact Assignee about this contract, call _____, or visit their website at _____

Seller _____ By X [signature] Title [signature]

FC 17637-SI (FEB 12) (Previous editions may NOT be used.)
FC 17637-B-SI/FC 17637-RCO

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

PLY 1 - ORIGINAL PLY 2 - BUYER'S COPY PLY 3 - CO-BUYER/GUARANTOR COPY PLY 4 - SELLER'S COPY (NON-TRANSFERABLE)

Bill Marsh Ford Inc.
10 N. Sycamore St.
Newtown, PA 18940
Phone: (215) 968-3806
Fax: (215) 860-8497
www.billmarshford.com

Issue #1.

SERVICE DEPARTMENT HOURS
7:30 a.m. to 8:00 p.m.
Mon,Tues,Thurs,Fri
7:30 a.m. to 5:00 p.m.-Wed,Sat

R/O Open Date	R/O Number
5/28/13	6081567/1
R/O Close Date	Status
5/29/13	Pre-Invoice
Mileage In	Mileage Out
496	510
Service Advisor / Tag #	
JASON BURGER	

SHOULDIS, LINDSAY FRANCINE
371 TAREYTON DR
LANGHORNE, PA 19047

Work Phone	Vehicle Identification Number	
609-252-9300	1FMCU0GX4DUB89301	
Home Phone	Delivery Date	In-Service Date
732-824-1866	5/22/13	5/22/13

Year	Make	Model	Body	Color	License Number
2013	FORD	ESCAPE	SE FWD	TUXEDO BLA	JPG8095

330527

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - Customer Reports:	
CUSTOMER STATES WHILE DRIVING HOME FROM THE SHORE YESTERDAY, THE CHECK ENGINE LIGHT CAME ON AND SAID TO SERVICE VEHICLE IMMEDIATELY. CUSTOMER PULLED OVER AND VEHICLE STARTED SHAKING. HAD TOWED IN	
Caused by	
CP 12A650	
Corrected by12650D: (E29) (X2) PERFORM ELECTRONIC ENGINE CONTROL SELFTEST	
Work performed by JOHN BARR(66) 0.20hrs	Warranty
Corrected by12650D45: (E29) (X2) PERFORM PINPOINT TEST DIAGNOSIS	
Work performed by JOHN BARR(66) 0.30hrs	Warranty
Corrected by16102A: (E29) (X2) SHIELD-FRONT FENDER SPLASH - R&I OR REPLACE	
Work performed by JOHN BARR(66) 0.50hrs	Warranty
Corrected byMT12A690: (E29) (X2) INSTALL OVERLAY HARNESS(S)	
Work performed by JOHN BARR(66) 3.00hrs	Warranty
Corrected by12650DX1: (E29) (X2) CLEAR CODES AND RERUN EEC SELFTEST AFTER REPAIR	
Work performed by JOHN BARR(66) 0.10hrs	Warranty
Installed 3U2Z 14A088 AB :KIT - TERMINAL Qty: 1	Warranty
Installed OSP12 :WIRE Qty: 4	Warranty
MIL ON, IDS DIAG-SELF TEST-(P211)KOEC, RUN OASIS-(NO TSBS), PERFORM PINPOINT TEST DV5 TO DV20, NECES SARY TO REMOVE LOWER ENGINE COVER AND LF WHEEL SPL ASH SHIELD AND ETB INTAKE TUBE TO ACCESS PCM AND E TB CONNECTORS, PERFORM WIGGLE TEST ON ENGINE WIRIN	

AUTHORIZATION FOR REPAIRS. "I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in 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. The dealership is not responsible for damage from freezing due to lack of antifreeze."

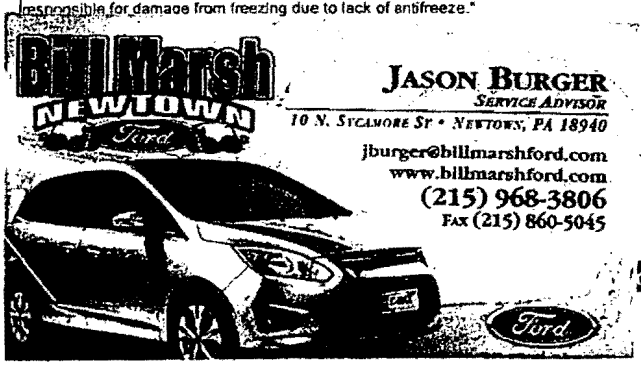
ose made by
r implied, includ
seller neither
ith the sale of

HE VEHICLE

ORDER

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

If you are not completely satisfied with the service on your vehicle, or feel you cannot rate our service "Excellent" in every way, please call Gary Pierson or Mike Eggen. 215-968-3806



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B

arsh Ford Inc.
. Sycamore St.
Newtown, PA 18940
Phone: (215) 968-3806
Fax: (215) 860-8497
www.billmarshford.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 8:00 p.m.
Mon,Tues,Thurs,Fri
7:30 a.m. to 5:00 p.m.-Wed,Sat

R/O Open Date	R/O Number
5/28/13	6081567/2
R/O Close Date	Status
5/29/13	Pre-Invoice
Mileage In	Mileage Out
496	510
Service Advisor / Tag #	
JASON BURGER	

SHOULDIS, LINDSAY FRANCINE
371 TAREYTON DR
LANGHORNE, PA 19047

Work Phone	Vehicle Identification Number	
609-252-9300	1FMCU0GX4DUB89301	
Home Phone	Delivery Date	In-Service Date
732-824-1866	5/22/13	5/22/13

Year	Make	Model	Body	Color	License Number
2013	FORD	ESCAPE	SE FWD	TUXEDO BLA	JPG8095

330527

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
G HARNESS-(PASS), PINPOINT TEST PASSES, CONTACT HO TLINE, AS PER HOTLINE INSTALL OVERLAY HARNESS AND NEW PINS BETWEEN ETB AND PCM ON CIRCUIT#S VE819,GN /VT AND LE428,BU/WH, HARNESS #12A690, PINS # 3 AND 5 AT C1675, CLEAR DTCS, PERFORM BCE RETEST-(PASS)	
#2 * TAP: CUSTOMER SUPPLIED WITH LOANER CAR Corrected byTAP: (A99-TAP1) (82) CUSTOMER SUPPLIED WITH LOANER CAR Work performed by House Tech(999) 0.00hrs ENTERPRISE CAR RENTAL 1 DAY INVOICE 811180	Warranty
********** * May, June and July state inspections are now due. * **********	

AUTHORIZATION FOR REPAIRS. "I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in 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. The dealership is not responsible for damage from freezing due to lack of antifreeze."

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.

I ACKNOWLEDGE THAT ALL PERSONAL ITEMS HAVE BEEN REMOVED FROM THE VEHICLE PRIOR TO REPAIRS.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2003 ARKONA, Inc. - Dealership Application Group (800)945-1028

Issue #2

Bill Marsh Ford Inc.
10 N. Sycamore St.
Newtown, PA 18940
Phone: (215) 968-3806
Fax: (215) 860-8497
www.billmarshford.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 8:00 p.m.
Mon,Tues,Thurs,Fri
7:30 a.m. to 5:00 p.m.-Wed,Sat

R/O Open Date	R/O Number
5/30/13	6081663/1
R/O Close Date	Status
6/06/13	Pre-Invoice
Mileage In	Mileage Out
546	661
Service Advisor / Tag #	
LANCE ELIAS	

SHOULDIS, LINDSAY FRANCINE
371 TAREYTON DR
LANGHORNE, PA 19047

Work Phone	Vehicle Identification Number	
609-252-9300	1FMCU0GX4DUB89301	
Home Phone	Delivery Date	In-Service Date
732-824-1866	5/22/13	5/22/13

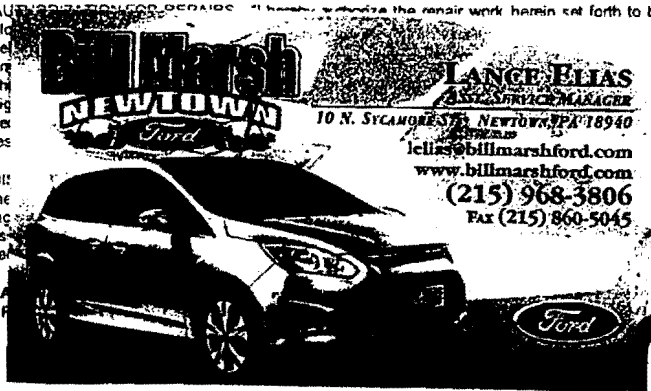
Year	Make	Model	Body	Color	License Number
2013	FORD	ESCAPE	SE FWD	TUXEDO BLA	JPG8095

330527

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - Customer Reports: CUSTOMER STATES THE MIL LIGHT IS ON, VEHICLE RUNS ROUGH, TACHOMETER WILL REV TO 5000 RPMS, VEHICLE SLUGGISH TO ACELL Work performed by MICHAEL EGGEN(025) 0.00hrs IDS SELF TEST CHECK CODES P0211 B123A B123B U0401 CHECK CONNECTIONS AT BCM FOR PIN FIT ALL GOOD. CHEC K INLINE CONNECTION C134 FOR PIN FIT ALL GOOD. INST ALLED VDR, ROAD TEST 115 MILES NO CONCERN PRESENT AT THIS TIME . RECHECK FOR CODES PASS, CONTACT HOTL INE NO KNOWN CONCERNS. CONTACT FSE, ROAD TEST AND TH EN CHECK FOR CODES IN ALL MODULES WITHOUT TURNING VEHILCE OFF AFTER ROAD TEST ALL MODULES PASS ROAD TEST. NO CONCERNS PRESENT AT THIS TIME .	Warranty
#2 * TAP: CUSTOMER SUPPLIED WITH LOANER CAR ********** * May, June and July state inspections are now due. * **********	

If you are not completely satisfied with the service on your vehicle, or feel you cannot rate our service "Excellent" in every way, please call Gary Pierson or Mike Eggen. 215-968-3806

AUTHORIZATION FOR REPAIRS: I hereby authorize the repair work herein set forth to be done ...



LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORI...

X

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C

Issue #3

Bill Marsh Ford Inc.
10 N. Sycamore St.
Newtown, PA 18940
Phone: (215) 968-3806
Fax: (215) 860-8497
www.billmarshford.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 8:00 p.m.
Mon,Tues,Thurs,Fri
7:30 a.m. to 5:00 p.m.-Wed,Sat

R/O Open Date	R/O Number
7/10/13	6083046/1
R/O Close Date	**Status**
7/11/13	Pre-Invoice
Mileage In	**Mileage Out**
1698	1710
Service Advisor / Tag #	
HARRY CHARLTON	

SHOULDIS, LINDSAY FRANCINE
371 TAREYTON DR
LANGHORNE, PA 19047

Work Phone	Vehicle Identification Number	
609-252-9300	1FMCU0GX4DUB89301	
Home Phone	**Delivery Date**	**In-Service Date**
732-824-1866	5/22/13	5/22/13

Year	Make	Model	Body	Color	License Number
2013	FORD	ESCAPE	SE FWD	TUXEDO BLA	JPG8095

330527

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: 732-824-1866	
#1 - IDS: PERFORM IDS GUIDED DIAGNOSTIC TESTS	
MIL LIGHT IS ON CHECK AND REPORT	
Corrected by12650D: (E29) (42) PERFORM ELECTRONIC ENGINE CONTROL SELFTEST	
Work performed by JOHN BARR(66) 0.20hrs	Warranty
Corrected by12650D45: (E29) (42) PERFORM PINPOINT TEST DIAGNOSIS	
Work performed by JOHN BARR(66) 0.30hrs	Warranty
Corrected by12650D7: POWERTRAIN CONTROL MODULE RELAY - REPLACE (12A646/12B577/14N089/9345) - L	
Work performed by JOHN BARR(66) 0.10hrs	Warranty
Corrected by12650DX1: CLEAR CODES AND RERUN EEC SELFTEST AFTER REPAIR	
Work performed by JOHN BARR(66) 0.10hrs	Warranty
Installed 5M5Z 14N089 CA (FP):RELAY Qty: 1	Warranty
MIL ON, PERFORM IDS SELFTEST, KOEO/KOER PASS, KOEC P068A. PERFORM PINPOINT TESTS B1-B13, CONCERN NOT PRESENT AT THIS TIME. SYSTEM OPERATING NORMALLY. CLEAR DTCS/ROAD TEST,OK. CONTACT TECH HOTLINE, ADVISED TO REPLACE PCM POWER RELAY. ROADTEST, RETEST,OK.	
#2 - TAP: CUSTOMER SUPPLIED WITH LOANER CAR	
Corrected byTAP: (A99-TAP1) (82) CUSTOMER SUPPLIED WITH LOANER CAR	
Work performed by House Tech(999) 0.00hrs	Warranty
2 DAY RENTAL REIMBURSEMENT. RA#811960	

AUTHORIZATION FOR REPAIRS. "I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in 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. The dealership is not

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

nose made by
r implied, includ
seller neither
ith the sale of

THE VEHICLE

If you are not completely satisfied with the service on your vehicle, or feel you cannot rate our service "Excellent" in every way, please call Gary Pierson or Mike Eggen. 215-968-3806

ALL-STATE LEGAL®
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D

ord Inc.
St
A 18940
(215) 968-3806
: (215) 860-8497
www.billmarshford.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 8:00 p.m.
Mon,Tues,Thurs,Fri
7:30 a.m. to 5:00 p.m.-Wed,Sat

R/O Open Date	R/O Number
7/10/13	6083046/2
R/O Close Date	Status
7/11/13	Pre-Invoice
Mileage In	Mileage Out
1698	1710
Service Advisor / Tag #	
HARRY CHARLTON	

DIS, LINDSAY FRANCINE
TAREYTON DR
ANGHORNE, PA 19047

Work Phone	Vehicle Identification Number	
609-252-9300	1FMCU0GX4DUB89301	
Home Phone	Delivery Date	In-Service Date
732-824-1866	5/22/13	5/22/13

Year	Make	Model	Body	Color	License Number
2013	FORD	ESCAPE	SE FWD	TUXEDO BLA	JPG8095

330527

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: 732-824-1866	
**********	
* ly, August and September state inspections are now *	
* due. *	
**********	

UTHORIZATION FOR REPAIRS. "I hereby authorize the repair work herein set forth to be done long with the necessary material and agree that you are not responsible for loss or damage to ehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for ny delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. hereby grant you or your employees permission to operate the vehicle herein described on streets, ighways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is ereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not esponsible for damage from freezing due to lack of antifreeze."

ISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by e manufacturer. The seller hereby expressly disclaims all warranties either express or implied, includ g any implied warranty of merchantability or fitness for a particular purpose, and the seller neither ssumes nor authorizes any other person to assume for it any liability in connection with the sale of eid products.

ACKNOWLEDGE THAT ALL PERSONAL ITEMS HAVE BEEN REMOVED FROM THE VEHICLE RIOR TO REPAIRS.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2003 ARXONA, Inc. - Dealership Application Group (800)945-1028

U.S. POSTAGE >> FITNEY BOWES
ZIP 19002 $ 007.37⁰
02 1W
0001378895 JUL 31 2013

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™

7012 3460 0002 0672 4284

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

003.4 001097LC

Case Print Report

Case Number CAS-2645139-N4D5S8

Case Opened Date 6/3/2013 9:57 AM

Case Closed Date 6/27/2013

Case Status Resolved

Case Last Modified 6/27/2013 3:06 PM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > Buyback Request > Non-California Vehicle > CCT Criteria

Customer Name [redacted]

Customer Number 12324788850

[redacted]

LANGHORNE 19047

Email [redacted]

Dealer Bill Marsh Ford Inc

VIN 1FMCU0GX4DU[redacted]

Year 2013 **Make** FORD

Model ESCAPE **Body Style** U0G - SE 4X2 4-DR

Symptom

Level 1 Driving Performance

Level 2 Lack/Loss of Power

Level 3 Acceleration

Level 4 Intermittent

Case Print Report

Case Number CAS-2645139-N4D5S8

Agent Name	Note Last Modified
FordCRMAppUserAccount CRM	6/3/2013 10:08 AM

2013 FORD ESCAPE
VIN: 1FMCU0GX4DU[redacted]
MILES: 400
71/ WSD 22-MAY-2013

CUST:
- CHECK ENGINE LIGHT HAS COME ON TWICE AND TOWED TWICE WHEN THE CHECK ENGINE LIGHT HAS ILLUMINATED
- CUST STATES THE VEH WENT INTO LIMP MODE: LOST POWER AND ACCELERATION WHILE DRIVING ON THE HIGHWAY
- SECOND TIME TOWED DUE TO INACCURACY IN TACHOMETER ADN RPM GAUGE (RISING) CUST DID NOT FEEL SAFE IN DRIVING THE VEHICLE
- CUST STATES THAT THEY HAVE ONLY HAD THE VEHICLE FOR ABOUT 4 DAYS OUT OF THE TIME THAT THEY HAVE OWNED THE VEHICLE

DEALERSHIP:
-Bill Marsh Ford
10 N Sycamore St
Newtown, PA 18940
(215) 968-3806

CCR:
-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.....). 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. The case number that I have established for you today is CAS-XXXXXXX.

Ford's commitment is to honor the new vehicle limited warranty this does not guarantee that Ford will buyback your vehicle.

CCT:
PHONE: (732) 824-1866
BEST: ANYTIME
VEH: CURRENTLY AT THE DEALERSHIP

David Gerow 6/5/2013 4:59 PM

AS OF NOW, VEH HAS BEEN FOR 4 DAYS
CUSTOMER HAS NOT RECEIVED A CALL FROM CSM REGARDING CASE
CUSTOMER STATES THAT DLR IS IN CONTACT WITH CUSTOMER BUT DOES NOT HAVE A FIX FOR THE VEH
TRANSFERED CUSTOMERT TO CSM V/M
-PROVIDED CUSTOMER WITH CSM EXTENSION 866.631.3788 EXT 53707 PER CCT/DLR INFO.

Case Print Report

Case Number CAS-2645139-N4D5S8

Laura Clarisse 6/6/2013 4:20 PM

Cust Says
-Was supposed to be receiving a call back in regards to case from CSM but have yet to receive on.
-Cust frustrated and demands to speak with supervisor.

Crc advised
-Advised Cust that CSM is in the best personal to better assist her at current.
-Escalated case to supervisor.

Laura Clarisse 6/6/2013 4:25 PM

-- *Correlates to CAS-2645139-N4D5S8

Cust Says
-Was supposed to be receiving a call back in regards to case from CSM but have yet to receive on.
-Cust frustrated and demands to speak with supervisor.

Crc advised
-Advised Cust that CSM is in the best personal to better assist her at current.
-Escalated case to supervisor.

Rebecca Bublitz 6/6/2013 5:47 PM

- CAS Rebecca adding notes from Supervisor Escalation documented under CAS-2664688-L7K3P1 as follows:
- CAS Rebecca handling supervisor escalation call back.
- Phoned customer and announced call is recorded.
- Customer verified symptoms include a loss of power where speed dropped to about 20 mph on the highway, very scary.
- Next occurrence, the vehicle revved and tachometer went up to about 5 at 20 mph and vehicle was not accelerating as quickly as it should, like it was dragging.
- in both cases the CE light came on, but the LIMP MODE notice only appeared the first time.
- Customer says dealer wants her to pick up the vehicle, but she doesn't feel safe.
- Customer says she is in a loaner from the dealer.
- CAS advised discuss this with the dealer as whether or not she picks up the vehicle will depend on if/when they are requiring their loaner back.
- Customer contacted CRC Wednesday night when Marilyn missed her follow up time and asked David NOT to put in a COM request as she was going to try to contact Marilyn first.
- She now wants to speak to Marilyn's supervisor.
- CAS advised of 2 day business day call back for a CCT Supervisor.
- Customer feels Marilyn is avoiding her because she learned today that Marilyn has been in touch with the dealer and apparently Laura was able to get through to her earlier today, yet she doesn't take the customer's calls.
- Customer just wants contact and still wants Marilyn to call asap as well as putting in a supervisor request for the 2 business day call back.
=== CAST Escalation Closed ===

Case Print Report

Case Number CAS-2645139-N4D5S8

Marilyn Spall 6/7/2013 9:05 AM

OBC to dlr; Bill Marsh Ford 2159683806 S/M Gary
-cust brought in as she said veh was running rough and was in limp mode
- veh was towed in
-we verified the concern but did not do a repair this time we made sure everything was tight
-veh came in 5/30/13 with 546 miles (5/30- 6/6) 7 days
-veh had codes we were not able to dup
-have been working with hotline/FSE
-FSE advised us today as we cant dup anything to return the veh
-a lot of times it could be a wire could be pulled out
-we drove it 115 miles and had flight recorder and no problems, no codes
-veh was in before 5/28/13 with 496 miles we gave it back to them with 510 miles so we drove it 14 miles that time
-veh here from 5/28 – 5/29 2 days
-hotline had us overlay a wire, (wire harness) between PCM throttle body
-cust picked up the veh they drove it 36 miles and we had to tow it back in
----I think one of those pins was out of place ---

Marilyn Spall 6/7/2013 9:35 AM

OBC to cust; [redacted]
CSM apologized to cust for not getting back to her when promised
-reviewed case
-cust has concerns that this is a new veh and has been in the shop 2 times in less than 1 month of ownership
-cust is very disappointed in FMC/VEH
-cust feels they should not have this kind of problem in 2 wks of owning a veh
-ck engine light on 2nd time and codes in system and cust is concerned that they did not actually do a repair (replace something) they just cked/tightened things
-cust does not want this to happen again and if it does wants the veh returned and get a full refund
-CSM advised we can not guarantee that we can meet her request
-we can only address it at the time it happens
-cust states she understands
-cust will pick up the veh and drive it to see how it is doing
-cust will go on a 90 mi drive this week end so it will be a good test
-cust wants to know what FMC will do to make up to her for all that has happened
-cust states they have not purchased an ESP and usually keep their vehs about 10 yrs
-CSM will fu to see how veh is doing but advised cust if she has a concern before that to contact dlr/roadside 1st then leave me a message and I will get back to you as soon as I can
-cust states she understands
-cust going on vac for 10 days and will be leaving Fri 7/14
-set fu for Thur 6/13/13 by eod (veh status/compensation)

Marilyn Spall 6/13/2013 11:03 AM

OBC to dlr; Bill Marsh Ford 2159683806 S/M Gary
-veh was released to her to her on Fri
-cust used veh over the week end and veh ran good
- but had a sync had a concern
-she did a master reset on the veh herself
-we have not heard since
-cust was out of the veh from 5/30-6/7 (8 days)
-CSM reviewed compensation of veh pymnt/esp

Case Print Report

Case Number CAS-2645139-N4D5S8

Marilyn Spall 6/13/2013 11:06 AM

OBC to cust; [redacted]
-left message voice mail with case id and contact info
-request return call
-dlr advised you called him Mon and advised you did have a sync concern but veh was good on the drive
-I know you are going on vac and will be out of town if I don't hear from you today I will set a fu for 6/25
-set fu for Tues 6/25/13 by eod (veh status/compensation)

Marilyn Spall 6/25/2013 4:06 PM

OBC to dlr; Bill Marsh Ford 2159683806 Jason as S/M Gary not aval
-veh has not been back in
-and no apt for the veh

Marilyn Spall 6/25/2013 4:10 PM

OBC to cust; [redacted]
-left message voice mail with case id and contact info
-request return call
-cking on veh
-set fu for Wed 6/26/13 by eod (veh status/compensation)

Marilyn Spall 6/26/2013 4:02 PM

OBC to cust; [redacted]
-left 2nd message voice mail with case id and contact info
-request return call
-cking on veh
-I can only make 1 more attempt to reach you
-set fu for Thur 6/27/13 by eod (veh status/compensation)

Marilyn Spall 6/27/2013 3:05 PM

OBC to cust [redacted]
- left 3rd and final message voice mail with case id and contact info
-advised at this time I will be closing your case
-if you have a concern in the future please contact a dlr
-case closed

Case Print Report

Case Number CAS-2645139-N4D5S8

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
FordCRMAppUserAccount CRM	6/3/2013 10:08 AM	phonecall	CALL From - 6092529648
David Gerow	6/5/2013 4:49 PM	phonecall	CALL From - T6485#1
Laura Clarisse	6/6/2013 3:59 PM	phonecall	CALL From - 7328241866
Laura Clarisse	6/6/2013 4:21 PM	fmc_documentmissedfollowup	Document Missed Follow-Up
Marilyn Spall	6/7/2013 9:35 AM	fmc_transferescalate	Transfer / Escalate
Marilyn Spall	6/13/2013 11:07 AM	fmc_schedulefollowup	6/13 veh status/compensation
Marilyn Spall	6/25/2013 4:09 PM	fmc_schedulefollowup	6/25/13 by eod (veh status/compensation)
Marilyn Spall	6/26/2013 4:02 PM	fmc_schedulefollowup	6/26/13 by eod (veh status/compensation)
Marilyn Spall	6/27/2013 3:06 PM	fmc_schedulefollowup	6/27/13 by eod (veh status/compensation)
Marilyn Spall	6/27/2013 3:06 PM	fmc_documentmissedfollowup	Document Missed Follow-Up
Marilyn Spall	6/27/2013 3:06 PM	fmc_closecase	Close Case
Marilyn Spall	6/27/2013 3:06 PM	incidentresolution	Case Resolution

Case Print Report

Case Number CAS-2664688-L7K3P1

Case Opened Date 6/6/2013 4:25 PM

Case Closed Date 6/6/2013

Case Status Resolved

Case Last Modified 6/6/2013 5:45 PM

Responsible Team FOC Tier 1 Inbound

Case Classification Vehicle Concern > Repair Assistance > CCT Criteria (Time/Miles)

Customer Name [redacted]

Customer Number 12324788850

[redacted]

LANGHORNE 19047

Email [redacted]

Dealer Bill Marsh Ford Inc

VIN 1FMCU0GX4DU[redacted]

Year 2013 **Make** FORD

Model ESCAPE **Body Style** U0G - SE 4X2 4-DR

Symptom

Level 1 Driving Performance

Level 2 Lack/Loss of Power

Level 3 Acceleration

Level 4 Intermittent

Case Print Report

Case Number CAS-2664688-L7K3P1

Agent Name	Note Last Modified
FordCRMAppUserAccount CRM	6/6/2013 4:27 PM

*** Correlates to CAS-2645139-N4D5S8

Cust Says
-Was supposed to be receiving a call back in regards to case from CSM but have yet to receive on.
-Cust frustrated and demands to speak with supervisor.

Crc advised
-Advised Cust that CSM is in the best personal to better assist her at current.
-Escalated case to supervisor.
-I will notify my supervisor that you have requested to speak to them. Allow me to provide my supervisor with your case information and details from our conversation. Please give them an opportunity to review all the information you have provided, your repair history, and your expectations, and they will contact you back within 2 hours.

Rebecca Bublitz 6/6/2013 5:44 PM

Rebecca Bublitz 6/6/2013 5:45 PM

- CAS Rebecca handling supervisor escalation call back.
- Phoned customer and announced call is recorded.
- Customer verified symptoms include a loss of power where speed dropped to about 20 mph on the highway, very scary.
- Next occurrence, the vehicle revved and tachometer went up to about 5 at 20 mph and vehicle was not accelerating as quickly as it should, like it was dragging.
- in both cases the CE light came on, but the LIMP MODE notice only appeared the first time.
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- Customer says she is in a loaner from the dealer.
- CAS advised discuss this with the dealer as whether or not she picks up the vehicle will depend on if/when they are requiring their loaner back.
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- She now wants to speak to Marilyn's supervisor.
- CAS advised of 2 day business day call back for a CCT Supervisor.
- Customer feels Marilyn is avoiding her because she learned today that Marilyn has been in touch with the dealer and apparently Laura was able to get through to her earlier today, yet she doesn't take the customer's calls.
- Customer just wants contact and still wants Marilyn to call asap as well as putting in a supervisor request for the 2 business day call back.
=== CAST Escalation Closed ===

Case Print Report

Case Number CAS-2664688-L7K3P1

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Rebecca Bublitz	6/6/2013 5:39 PM	fmc_transferescalate	Transfer / Escalate
Rebecca Bublitz	6/6/2013 5:45 PM	fmc_closecase	Close Case
Rebecca Bublitz	6/6/2013 5:45 PM	incidentresolution	Case Resolution

Case Print Report

Case Number MRS-18124016531415 80100001

Case Opened Date 6/15/2013 12:33 AM

Case Closed Date 6/15/2013

Case Status Resolved

Case Last Modified 6/17/2013 9:53 PM

Responsible Team Historical Team

Case Classification MORS History > INQUIRY > ROADSIDE ASSISTANCE > ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED

Customer Name [redacted]

Customer Number 12324788850

[redacted]

LANGHORNE 19047

Email [redacted]

Dealer

VIN 1FMCU0GX4DU[redacted]

Year 2013 **Make** FORD

Model ESCAPE **Body Style** U0G - SE 4X2 4-DR

Symptom

Level 1 Maintenance/ Pre Delivery

Level 2 Pre Delivery Check

Level 3 Other

Level 4 Other

Case Print Report

Case Number MRS-18124016531415 80100001

Historical Case Action Type	Origin Description	Action Modified By	Action Last Modified
ROADSIDE ASSISTANCE-TOW-WHEEL LIFT	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	6/15/2013 12:33:00 AM
REIMBURSMENT PAID			

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number: _____ File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details Attachments: 0

Report# :	DE2E5001 NHL			**Received:**	05/28/2013
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2013,ESCAPE 4X2 (2013 -) ,SE ,4X2 ,MPV ,1FMCU0GX4DU[redacted]			**Build Date:**	11/26/2012
Odometer :	497 M	**Engine:**	1.6L 170PS	**Calibration:**	DM21A10A
Transmission:	6SP 6F MID	**Axle:**	3.21 RATIO	**A/C:**	YES
Dealer:	USA 01345 Bill Marsh Ford, Inc			**Phone#:**	(215) 968-3806
City:	Newtown	**State:**	Pennsylvania	**Country :**	USA

Originator: JOHN BARR

Symptom: 2 27 Q 68 AID/INFO,WNG IND/MESS/C,ENGINE IMAGE,STAYS ON

Status:

VFG: V29 CHECK ENGINE LIGHT

Additional Symptom: MIL AND SERVICE VEHICLE LIGHTS

Fix: Y **Causal Component :** THROTTLE BODY AND MOTOR ASY -- RPL

Condition Code:

Hotliner:	HYOUNG40	**Phone:**	313 317-4312	**Regn Cd:**	N3 Philadelphia
Engineering:		**Phone:**		**TAR:**	CLD
Dlr Contact:		**Phone:**		**Title Cde:**	T

KOEO: P2111
KOEC:
KOER:
Comments:

REPAIR 05/28/2013 04:16PM HARRISON YOUNG MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER STATES WHILE DRIVING MIL AND SERVICE VEHICLE LIGHTS CAME ON, VERIFY MIL ON, UNABLE TO VERIFY SERVICE VEHICLE MESSAGE DIAGNOSTICS: PCM BCE TEST-(P2111)KOEC, PERFORMED PINPOINT TEST DV5 TO DV20, ALL CONNECTORS AND PINS OK AND NOT PUSHED OUT, PASSES WIGGLE TEST, ALL VOLTAGES AND RESISTENCES IN SPEC FOR PINPOINT TEST PARTS REPLACED: VEHICLE SERVICED AT 2 OTHER DEALERS FOR SAME DTC, AT 20 MILES DTC WAS CLEARED AND SHIPPED, AT 61 MILES ETB WAS REPLACED AND DTC CLEARED TECH QUESTION: ANY KNOWN PROBLEMS WITH THESE ETB? PINPOINT DV DIRECTS ME TO REPLACE ETB AGAIN, THANK YOU

RECOMM 05/28/2013 04:16PM HARRISON YOUNG MSS - FCSD - TECH SVC HOTLINE
JOHN, SINCE THE ETB HAS BEEN REPLACED AND THE CONCERN STILL PRESENT, IT IS RECOMMENDED TO PERFORM AN OVERLAY FOR THE TACM + AND Â€" CIRCUITS USING NEW PINS AND NEW WIRES FROM THE ETB TO THE PCM. IF THE CONCERN IS STILL PRESENT, THEN THE ONLY OTHER CAUSE FOR THE CONCERN COULD BE WITHIN THE PCM AND IT IS RECOMMENDED TO OBTAIN PRIOR APPROVAL AS NECESSARY AND REPLACE IT.

ADD-ON 05/28/2013 04:16PM HARRISON YOUNG MSS - FCSD - TECH SVC HOTLINE
RECOMMEND TRANSFERRING TO GAS DRIVABILITY TEAM AND CONSULTING ESCALATION DUE TO ONGOING CONCERN WITH BRAND NEW VEHICLE.

REPAIR 06/03/2013 10:04AM CLEOPHAS BROWN MSS - FCSD - TECH SVC HOTLINE
I CHECK FOR ALL CMDTCS FOUND PO460:21 BCM B123A:15 BCM B123B:15 BCM B10E5:15 BCM U0401:00 ABS HAVE CHECKED ALL PIN AND CONNECTIONS AT BCM
.

RECOMM 06/03/2013 10:04AM CLEOPHAS BROWN MSS - FCSD - TECH SVC HOTLINE
JOHN, THANK YOU FOR THE UPDATE. THE B123A AND B123B DTCS SET WHEN THE

BCM DETECTS AN OPEN OR SHORT TO VOLTAGE FROM THE LEFT AND RIGHT FRONT TURN LAMP VOLTAGE SUPPLY CIRCUITS. THE B10E5 DTC SETS WHEN THERE IS A PCM WAKE UP CIRCUIT FAULT. UNDER NORMAL OPERATION, THE WAKE UP CONTROL CIRCUIT IS USED TO WAKE UP THE PCM PRIOR TO ENGINE CRANKING. THE PCM NEEDS TO WAKE UP PRIOR TO A CRANK REQUEST SO THAT IT HAS TIME TO GO THROUGH ITS OWN INITIALIZATION. THE WAKE UP CONTROL CIRCUIT IS CONTROLLED BY THE BODY CONTROL MODULE (BCM). ALSO, THE U0401 SETS WHEN THE ABS MODULE RECEIVES INVALID NETWORK DATA FROM THE PCM. AT THIS TIME, WE RECOMMEND THAT THE P0460 DTC BE DISREGARDED PER HREF=HTTP://WWW.VREP.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SSM/SSM.ASP?SSM=10011 TARGET='_BLANK'>SSM 10011. THERE CAN BE MULTIPLE FAULTS PRESENT CAUSING THIS CONCERN INCLUDING A FAULTY BCM, PCM, OR CIRCUITRY FAULT. TO BEGIN, WE RECOMMEND THAT YOU INSPECT THE VEHICLE FOR ANY AFTERMARKET REMOTE START AND/OR ALARM SYSTEMS WHICH MAY BE CONTRIBUTING TO THIS CONCERN. IF THE VEHICLE IS FOUND TO HAVE BEEN MODIFIED IN THIS MANNER, PLEASE RETURN TO STOCK AND RE-EVALUATE. IF THE VEHICLE IS STOCK, THEN WE RECOMMEND THAT YOU INSPECT C134 FOR POSSIBLE WATER INTRUSION OR CORROSION CONCERNS. THIS IS BECAUSE A FAULT AT THIS CONNECTOR CAN CAUSE LIGHTING CONCERNS AND MAY BE CONTRIBUTING TO THE B123A AND B123B DTCS. IF A CONCERN IS IDENTIFIED WITH THIS CONNECTOR, SERVICE THE CONNECTOR AS NECESSARY AND PACK THE CONNECTOR WITH ELECTRICAL GREASE XG-12 ON ASSEMBLY. IF NO CONCERNS ARE NOTED WITH THE CONNECTOR, CLEAR ALL DTCS AND ATTEMPT TO DUPLICATE THE CONCERN. IF THE CONCERN CANNOT BE DUPLICATED, PERFORM AN ON-DEMAND SELF-TEST OF THE PCM AND BCM. IF ANY ON-DEMAND DTCS ARE PRESENT, PLEASE REFER TO THE APPROPRIATE SECTION IN THE WORKSHOP MANUAL AND PERFORM THE INDICATED DIAGNOSIS TO RESOLVE. IF THE B10E5:15 DTC RETURNS, THEN WE RECOMMEND THAT YOU REFER TO SECTION 303-06 OF THE ONLINE WORKSHOP MANUAL AND ADDRESS THIS FIRST. ISM 13-02-002 2013 ESCAPE FRONT LIGHTING, OUTSIDE TEMPERATURE OR PARK AID CONCERNS SSM 10011 SOME 2013 ESCAPE AND 2012-2013 FOCUS VEHICLES MAY GENERATE A FALSE DTC P0460 IN THE BODY CONTROL MODULE(BCM).

REPAIR **06/04/2013 03:28PM MATTHEW JULIANO MSS - FCSD - TECH SVC HOTLINE**
MIKE CALLED IN TO DISCUSS THE MIL LIGHT IN FURTHER DETAIL. MIKE STATED THAT AFTER DISCONNECTING AND RECONNECTING CONNECTOR C134 THE CONCERN HAS NOT BEEN ABLE TO BE DUPLICATED. MIKE STATED THAT AFTER PERFORM AN ON-DEMAND SELF-TEST OF THE PCM THERE ARE NO CURRENT DTC RECORDED.

RECOMM **06/04/2013 03:28PM MATTHEW JULIANO MSS - FCSD - TECH SVC HOTLINE**
MIKE, THANK YOU FOR THE UPDATED INFORMATION; SINCE THE CONCERN IS NO LONGER PRESENT IT WILL BE NECESSARY TO DUPLICATE THE CUSTOMERS CONCERN. TRYING TO DIAGNOSE WHEN THE CONCERN IS NOT PRESENT WILL LEAD TO FALSE DIAGNOSIS OF THE CONCERN. IF POSSIBLE ASK THE CUSTOMER FOR MORE INFORMATION ON WHEN THE CONCERN OCCURS LIKE WHEN OPERATING A SPECIFIC COMPONENT. THIS INFORMATION WILL HELP TO DUPLICATE THIS CONCERN ON A MORE CONSISTENT BASIS. WE HAVE ESCALATED THIS CONCERN TO THE TECHNICAL SERVICE HOTLINEÂ€™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 CUSTOMERÂ€™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 CUSTOMERÂ€™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 **06/04/2013 03:28PM MATTHEW JULIANO MSS - FCSD - TECH SVC HOTLINE**
CONSULTED TOM BIALCZYK NOTE TO EH: THIS IS BEING ESCALATED DUE TO AN ACTIVE BUY BACK COMPLAINT IN FMC 360. THE TECHNICIAN HAS DISCONNECTED C134 AND THE CONCERN IS NO LONGER PRESENT. THE VEHICLE CAME IN WITH A P2111 AND THE ENGINE LIGHT WAS ILLUMINATED.

RECOMM **06/05/2013 09:36AM DINO POULOS MSS - FCSD - TECH SVC HOTLINE**

THIS CONTACT IS CURRENTLY BEING REVIEWED. YOU WILL BE CONTACTED WITHIN ONE (1) BUSINESS DAY TO FURTHER DISCUSS THE CONCERN.

REPAIR **06/05/2013 10:40AM DINO POULOS MSS - FCSD - TECH SVC HOTLINE**
CALLED DEALER AND REQUESTED TO SPEAK WITH JOHN. JOHN WAS NOT IN, BUT I SPOKE WITH THE SHOP FOREMAN MIKE. MIKE ADVISED THAT C134 WAS INSPECTED, IT WAS DRY, NO PIN FIT CONCERNS; THE VEHICLE WAS DRIVEN 75 MILES. THERE WERE SOME CONTINUOUS MEMORY CODES, BUT THESE HAVE BEEN CLEARED. THE CONNECTIONS AT THE BCM HAS BEEN INSPECTED WITH NO CONCERNS FOUND. THE WIRE WAS OVERLAID FOR THE PCM FOR THE THROTTLE BODY WITH NO CONCERNS. THE CUSTOMER WAS CONTACTING FORD TO HAVE THE VEHICLE BOUGHT BACK. THE CUSTOMER IS NOT CONFIDENT WITH THE VEHICLE AND POSSIBLY LEAVING THEM STRANDED.

RECOMM **06/05/2013 10:40AM DINO POULOS MSS - FCSD - TECH SVC HOTLINE**
MIKE, 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.

TAR **06/05/2013 10:40AM DINO POULOS MSS - FCSD - TECH SVC HOTLINE**
NOTE TO FSE: WE ARE REQUESTING TECHNICAL ASSISTANCE DUE TO THE CUSTOMER SEEKING BUY BACK, OPEN FMC360 CASE AND THE DEALER HAVING THE VEHICLE LONGER IN SERVICE THAN THE CUSTOMER HAS OWNED THE VEHICLE. THIS VEHICLE HAS A CONCERN THAT CAUSES THE SERVICE VEHICLE SOON LIGHT TO ILLUMINATE. THE DEALER HAS HAD SEVERAL CODES, NONE HAVE RETURNED. THE DEALER REPLACED THE THROTTLE BODY AND OVERLAID THE THROTTLE BODY CIRCUITS. CONNECTIONS AT C134 HAVE BEEN INSPECTED, WITH NO TROUBLES FOUND. THE DEALER HAS NOT VERIFIED THE CONCERN, HOWEVER THE CUSTOMER HAS LOST FAITH IN THE VEHICLE. THE VEHICLE IS AT THE DEALER. ESTIMATED DAYS OUT OF SERVICE: 7 ESTIMATED REPAIR ATTEMPTS: 1

ADD-ON **06/11/2013 01:58PM JIM KELLY(FSE) MSS - FCSD - REG PHI-WAS-CHA**
THE SF HAS DRIVE THIS VEHICLE A NUMBER OF TIMES FOR A TOTAL OF 142

MILES AND THE CONCERN HAS NOT REOCCURED. THE VEHICLE HAS BEEN RELEASED. LEAVING TAR OPEN IN THE EVENT VEHICLE RETURNS FOR SAME CONCERN.

Download Options

ADD-ON **08/02/2013 02:20PM JIM KELLY(FSE) MSS - FCSD - REG PHI-WAS-CHA**
PER SM THIS VEHICLE HAS BEEN REPAIRED. CLOSING TAR.

AUDIT **08/02/2013 02:20PM JIM KELLY(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 Exists in Folder(s)

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Requester: AMCCLE10 8-Aug-2013
Report Summary **Ford Proprietary, Private** **Retention:** None
Server: ECCVWS962

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder File Report To A Folder Exists in Folder(s)

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Report Detail Section : View Details Attachments: 0

Report# :	DGJE2011 NHL			**Received:**	07/10/2013
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2013,ESCAPE 4X2 (2013 -) ,SE ,4X2 ,MPV ,1FMCU0GX4DU[redacted]			**Build Date:**	11/26/2012
Odometer :	1,701 M	**Engine:**	1.6L 170PS	**Calibration:**	DM21A10A
Transmission:	6SP 6F MID	**Axle:**	3.21 RATIO	**A/C:**	YES
Dealer:	USA 01345 Bill Marsh Ford, Inc			**Phone#:**	(215) 968-3806
City:	Newtown	**State:**	Pennsylvania	**Country :**	USA

Originator: MICHAEL EGGEN

Symptom: 2 27 Q 68 AID/INFO,WNG IND/MESS/C,ENGINE IMAGE,STAYS ON

Status:

VFG: V29 CHECK ENGINE LIGHT

Additional Symptom: CHECK ENGINE LIGHT P068A

Fix: **Causal Component :**

Condition Code:

Hotliner: MMESSIN4 **Phone:** 313 322-5105 **Regn Cd:** N3 Philadelphia

Engineering: **Phone:** **TAR:**

Dlr Contact: **Phone:** **Title Cde:** SF

KOEO: P068A
KOEC:
KOER:

Comments:

REPAIR 07/10/2013 02:13PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: MIL LIGHT ON DIAGNOSTICS: CHECK
CODES PARTS REPLACED: NONE TECH QUESTION: FOLLOWED PINPOINT TEST
B1-B13 NO CONCERNS FOUND. CLEAR CODE S SYSTEM PASS. ANY KNOWN
VCONCERNS FOR THIS CODE P068A. CHECKED BATTERY GOOD VEHICLE IS DRIVEN
EVERY DAY .

RECOMM 07/10/2013 02:13PM MATTHEW MESSINA MSS - FCSD - TECH SVC HOTLINE
MICHAEL, SINCE THE PCM HAS STORED THE DTC P068A, AND THE DTC HAS
NOT RETURNED, PLEASE CONTINUE TO ATTEMPT TO DUPLICATE THIS CONCERN.
INTERMITTENT CONCERNS ARE UNDERSTANDABLY DIFFICULT TO DUPLICATE.
PLEASE DRIVE THIS VEHICLE UNDER DIFFERENT CONDITIONS INCLUDING VARYING
AMBIENT TEMPERATURES, ENGINE TEMPERATURES, ENGINE LOAD, ENGINE RPM,
CITY VERSES HIGHWAY DIVING, AND DIFFERENT ENGINE RUN TIMES. IF THE
CONCERN CAN BE DUPLICATED AGAIN, PLEASE INSPECT THE VEHICLE FOR ANY
AFTERMARKET COMPONENTS. THESE AFTERMARKET COMPONENTS INCLUDE REMOTE
STARTERS, AFTERMARKET ALARMS, POWER INVERTERS, CELL PHONE CHARGERS,
ECT. IF ANY ITEMS ARE LOCATED, DISABLE THEM FOR TESTING PURPOSES, AND
RETEST. IF NO COMPONENTS ARE NOTED, PLEASE SWAP THE PCM POWER
RELAY WITH A KNOWN GOOD UNIT AND REEVLAUATE THIS VEHICLES CONDITION.
IF THE CONCERN IS RESOLVED, INFORM THE CUSTOMER OF YOUR FINDINGS.

Folder Number: File Report To This Folder File Report To A Folder Exists in Folder(s) Download Options

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[redacted]

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CRAIG THOR KIMMEL

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PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

July 11, 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
July Term 2013, No. 001630

Dear Sir/Madam:

Enclosed please find a copy of the Complaint which has been filed against Ford Motor Company in the Court of Common Pleas, Philadelphia County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please refer the attached to the legal department. **Note**: A responsive pleading is due 20 days after the receipt of the Complaint.

Very truly yours,

Richard A. Scholer

RAS\jh

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

JULY 2013 **001630**

E-Filing Number: 1307017144

PLAINTIFF'S NAME	DEFENDANT'S NAME
ROSE S. SOLANICK	FORD MOTOR COMPANY
PLAINTIFF'S ADDRESS 820 STONY MOUNTAIN ROAD TUNKHANNOCK PA 18657	DEFENDANT'S ADDRESS C/O CT CORPORATION 116 PINE STREET SUITE 320 HARRISBURG PA 17101
PLAINTIFF'S NAME STEPHEN N. SOLANICK	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS 820 STONY MOUNTAIN ROAD TUNKHANNOCK PA 18657	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS	TOTAL NUMBER OF DEFENDANTS	COMMENCEMENT OF ACTION
2	1	☒ Complaint ☐ Petition Action ☐ Notice of Appeal ☐ Writ of Summons ☐ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY	COURT PROGRAMS			
☒ $50,000.00 or less	☒ Arbitration	☐ Mass Tort	☐ Commerce	☐ Settlement
☐ More than $50,000.00	☐ Jury	☐ Savings Action	☐ Minor Court Appeal	☐ Minors
	☐ Non-Jury	☐ Petition	☐ Statutory Appeals	☐ W/D/Survival
	☐ Other.			

CASE TYPE AND CODE

10 - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

FILED
PRO PROTHY
JUL 11 2013
J. OSTROWSKI

IS CASE SUBJECT TO COORDINATION ORDER?
YES NO

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: ROSE S SOLANICK , STEPHEN N SOLANICK

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY	ADDRESS
ROBERT A. RAPKIN	30 EAST BUTLER PIKE AMBLER PA 19002
PHONE NUMBER: (215)540-8888 FAX NUMBER: (215)540-8817	
SUPREME COURT IDENTIFICATION NO. 61628	E-MAIL ADDRESS rarphillyefile@lemonlaw.com
SIGNATURE OF FILING ATTORNEY OR PARTY *ROBERT RAPKIN*	DATE SUBMITTED Thursday, July 11, 2013, 08:22 am

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:15 AM - 03/28/2014
You must still comply with the notice below. USTED TODAVIA DEBE CUJPLIR CON EL AVISO PARA DEFENDERSE.
This matter will be heard by a Board of Arbitrators at the time, date and place specified but, if one or more parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no right to a trial denovo on appeal from a decision entered by a Judge.

Robert A. Rankin, Esquire
Identification No. 61028
Richard A. Schmier, Esquire
Identification No. 93331

KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFFS

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING REQUESTED.

Filed and Attested by PROTHONOTARY 11 JUL 2013 08:22 am J. OSTROWSKI

ROSE S. SOLANICK and
STEPHEN N. SOLANICK
820 Stony Mountain Road
Tunkhannock, PA 18657

v.

FORD MOTOR COMPANY
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

NOTICE TO DEFEND
CODE: 1900

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, le corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. 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
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FILADELFIA, PA 19107
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Case ID 130701630

Robert A. Rapkin, Esquire
Identification No. 61628
Richard A. Scholer, Esquire
Identification No. 93331
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFFS

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING IS REQUESTED.

ROSE S. SOLANICK and STEPHEN N. SOLANICK 820 Stony Mountain Road Tunkhannock, PA 18657 v. FORD MOTOR COMPANY c/o CT Corporation System 116 Pine Street Suite 320 Harrisburg, PA 17101	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL ACTION

NOTICE TO DEFEND
CODE: 1900

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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ROSE S. SOLANICK and STEPHEN N. SOLANICK 820 Stony Mountain Road Tunkhannock, PA 18657 v. FORD MOTOR COMPANY c/o CT Corporation System 116 Pine Street Suite 320 Harrisburg, PA 17101	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiffs, Rose S. Solanick and Stephen N. Solanick, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, residing at 820 Stony Mountain Road, Tunkhannock, PA 18657.

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 January 21, 2013, Plaintiffs purchased a new 2013 Ford Escape, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMCU9J96DUB50157.

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 $37,565.37. 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 May 30, 2013, when the vehicle odometer showed 3,334 miles. On that date, repair attempts were made to the engine malfunction light on and vehicle is bucking while driving. 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 June 26, 2013. On that date, Plaintiff took her vehicle to Gateway Ford for repair attempts to the check engine light on and the vehicle bucking and jerking while driving. In violation of the Pennsylvania Automotive Trade practice Act, Ford and its dealership intentionally failed to document the complaints as well as what was done to try to repair the condition in order to avoid

future liability. A true and correct copy of the diagnostic test given to Plaintiff on that visit, 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 June 26, 2013, when the vehicle odometer showed 5,525 miles. On that date, repair attempts were made to the check engine light on, the vehicle bucking and jerking while driving and the defective air conditioner. 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. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

15. Plaintiffs are "Purchasers" as defined by 73 P.S. §1952.

16. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

17. Coccia Ford-Lincoln, Wilkes Barre, PA is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

18. On or about January 21, 2013, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

19. The nonconformities described violate the express written warranties issued to Plaintiffs by Defendant.

20. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

> If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral

charges, less a reasonable allowance for the purchasers use of the vehicle, not exceeding $.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

21. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

> (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
>
> (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

22. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

23. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

24. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

25. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

26. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

27. Plaintiffs aver that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

28. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

29. Plaintiffs have and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

30. Pursuant to 73 P.S. § 1958, Plaintiffs seek relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

31. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

32. Plaintiffs have or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

33. Plaintiffs aver that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

34. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

35. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

36. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

37. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

38. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

39. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

40. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

41. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

42. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

43. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

44. Plaintiffs aver that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

45. Plaintiffs aver Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

46. Plaintiffs aver that Defendant's warranty did not require Plaintiffs to first resort to a Dispute Resolution Program before filing suit.

47. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

48. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

49. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).

50. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

51. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

52. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

53. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

> (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
>
> (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
>
> (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
>
> (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
>
> (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

54. Plaintiffs aver Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

55. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

56. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

57. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount not in excess of Fifty Thousand Dollars ($50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: _____

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiffs
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

V E R I F I C A T I O N

Robert A. Rapkin, states that they are the attorney for the Plaintiffs herein; that they are acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiffs

LAW® 553-PA-ARB-e 1/08

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE

Dealer Number N/A Contract Number N/A

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
STEPHEN N SOLANICK 820 STONY MOUNTAIN RD Tunkhannock, PA 18657 WYOMING	ROSE S SOLANICK 820 STONY MOUNTAIN RD Tunkhannock, PA 18657 WYOMING	COCCIA FORD INC 577 E MAIN ST Wilkes Barre, PA 18702

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Mfg Gross Vehicular Weight	Vehicle Identification Number	Primary Use For Which Purchased
New	2013	Ford Escape	N/A	1FMCU9J96DUB50157	☒ personal, family or household ☐ business ☐ agricultural ☐ N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 23,166.45 is
5.90 %	$ 1,231.92	$ 13,167.00	$ 14,398.92	$ 37,565.37

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
36	$ 399.97	Monthly beginning 02/20/2013

Or As Follows:

N/A

Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.
Prepayment. If you pay off all your debt early, you will not have to pay a penalty.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about non-payment, default, any required repayment in full before the scheduled date and security interest.

WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. The following paragraph also does not apply at all if you bought the vehicle primarily for personal, family, or household use.
Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

Applicable Law
Federal law and the law of the state of the Seller's address shown in this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery [illegible] (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitute[illegible] binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be ev[illegible] contract alone.

PLAINTIFF'S EXHIBIT A

True and Accurate Completed Copy - UCC Non-Authoritative Copy

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ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including $ 1,039.41 sales tax) $ 36,112.95 (1)

2 Total Downpayment =

Trade-In 2010 (Year) Ford (Make) Fusion (Model)

Trade-In 3FAHP0CG3AR262707 (VIN)

Gross Trade-In Allowance	$ 14,000.00
Less Pay Off Made By Seller	$ 416.55
Equals Net Trade In	$ 13,583.45
+ Cash	$ 5,833.00
+ Other Manuf. Rebate	$ 3,750.00
(If total downpayment is negative, enter "0" and see 4H below)	$ 23,166.45 (2)
3 Unpaid Balance of Cash Price (1 minus 2)	$ 12,946.50 (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies

Life	Term N/A	$ N/A		
Disability	Term N/A	$ N/A	$ N/A	

B Other Optional Insurance Paid to Insurance Company or Companies

(Describe) N/A	Term N/A	$ N/A
(Describe) N/A	Term N/A	$ N/A

C Official Fees Paid to Government Agencies

to N/A	for N/A	$ N/A
to Commnwlth of PA	for New Tire Fee	$ 5.00
to N/A	for N/A	$ N/A

D Optional Gap Contract	$ N/A
E Government Taxes Not Included in Cash Price	$ N/A
F Government License and/or Registration Fees Registration	$ 42.00
G Government Certificate of Title Fees (includes $ 5.00 security interest recording fee)	$ 27.50

H Other Charges (Seller must identify who is paid and describe purpose)

to N/A	for Prior Credit or Lease Balance	$ N/A
to COCCIA FORD INC	for DocumentaryPreparationCharge	$ 131.00
to state of pa	for Notary Fee	$ 15.00
to N/A	for N/A	$ N/A
to N/A	for N/A	$ N/A
to N/A	for N/A	$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf	$ 220.50 (4)
5 Amount Financed (3 + 4)	$ 13,167.00 (5)
6 Finance Charge	$ 1,231.92 (6)
7 Total of Payments-Time Balance (5 + 6)	$ 14,398.92 (7)

If you do not meet your contract obligations, you may lose the vehicle.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X A N/A

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

Premium:

Credit Life $ N/A

Credit Disability $ N/A

Insurance Company Name N/A

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4A of the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the Amount Financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions.

Other Optional Insurance

☐ N/A (Type of Insurance) N/A (Term)

Premium $ N/A

Description of Coverage N/A

Insurance Company Name N/A

Home Office Address N/A

☐ N/A (Type of Insurance) N/A (Term)

Premium $ N/A

Description of Coverage N/A

Insurance Company Name N/A

Home Office Address N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

x B N/A — Buyer Signature — N/A Date

x B N/A — Co-Buyer Signature — N/A Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

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Customer Completed Copy - 8535271

e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may get it back by paying the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any other amounts lawfully due under the contract (redeem). Your right to redeem ends when we sell the vehicle. We will tell you how much to pay to redeem.
If we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and any other amounts due because you defaulted (reinstate). We will tell you if you may reinstate and how much to pay if you may.
If you are in default for more than 15 days when we take the vehicle, the amount you must pay to redeem or reinstate will also include the expenses of taking the vehicle, holding it, and preparing it for sale.

f. **We will sell the vehicle if you do not get it back.** If you do not redeem, or, at our option, reinstate, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it, as the law allows. Reasonable attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you may have to pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

h. **Summary Notice Regarding Prepayment, Rebate of Finance Charge and Reinstatement:** You may prepay all or part of the amount you owe under this contract without penalty. If you do so, you only have to pay the earned and unpaid part of the finance charge and all other amounts due up to the date of your payment. **Unearned finance charges will not be rebated under this contract because there will never be any unearned finance charges to rebate. If you default and we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and expenses (reinstate).**

Used Car Buyers Guide. 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.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X [signature] Co-Buyer Signs X [signature]
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.
See the rest of this contract for other important agreements.

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.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs X D [signature] Date 01/21/2013 Co-Buyer Signs X D [signature] Date 01/21/2013

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration clause on page 5, before siging below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X E [signature] Date 01/21/2013 Co-Buyer Signs X E [signature] Date 01/21/2013

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Address N/A

Seller Signs COCCIA FORD INC Date 01/21/2013 By X F [signature] Title Finance Manag

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DEAL # 0038707

LINCOLN

COCCIA

Ford - Lincoln

577 E. MAIN STREET • WILKES-BARRE, PA 18702 570-829-7777 or 570-823-8888
E-MAIL: COCCIA@COCCIACARS.COM WEBSITE: WWW.COCCIACARS.COM FAX: 570-823-6484

PLEASE ENTER MY ORDER FOR THE FOLLOWING
☐ NEW ☐ USED (Describe Prior Use) _____ ☐ CAR ☐ TRUCK ☐ _____

YEAR	MAKE	MODEL	TYPE
2013	FORD	ESCAPE TITA	SW

COLOR	UPPER	TRIM	STOCK NO.
DEEP IM	LOWER		B1854

V.I.N.	DELIVERY DATE
1FMCU9J96DUB50157	01/21/13

PRICE OF VEHICLE	$	35073.54
ACCESSORIES		
THE AGREED PRICE INCLUDES ALL DEALER AND FACTORY INCENTIVES/PROMOTIONS AND REBATES — REBATE		
REBATE		
REBATE		3750.00
ALLOWANCE FOR TRADE IN		14000.00
BALANCE		17323.54
EXTENDED WARRANTY		NA
SALES TAX		1039.41
PAY OFF ON TRADE IN		416.55
NOTARY FEE		15.00
TIRE TAX		5.00
DOCUMENTARY FEE		121.00
ON-LINE REG.		NA
ENCUMBRANCE FEE		5.00
ANNUAL PERCENTAGE RATE (APR) FOR THE INSTALLMENT SALE OF AN AUTOMOBILE MAY BE NEGOTIATED WITH THE DEALERSHIP, AND THE DEALERSHIP MAY RECEIVE SOME PORTION OF THE FINANCE CHARGE OR RECEIVE OTHER COMPENSATION FOR PROVIDING THE FINANCING.		
LICENSE TITLE REGISTRATION		64.50
RENEW @ $: NA		
REQ. REG. GROSS WT: 3674		
UPGRADE FEE $: NA		
TOTAL DUE	$	19000.00
DEPOSIT PAID		5833.00
BALANCE FINANCED		13167.00
DUE AT TIME OF DELIVERY		NA

DRIVER LICENSE # 15235692
DATE ISSUED ___ / ___ / ___ EXPIRES ___ / ___ / ___
DRIVER LICENSE # 18668923
DATE ISSUED 11 / 02 / 2011 EXPIRES 12 / 06 / 2015
INSURANCE CO WESTFIELD INS CO
POLICY # AP8574914
EFFECTIVE 11/14/12 EXPIRES 11/14/13
INSURANCE AGENT BLUHM INS AGCY
PHONE 570-836-2250 CONTACT _____
VERIFIED _____ @ _____ am / pm

DATE 01/21/2013 SALESPERSON JAMES ARSCOTT

PURCHASER'S NAME STEPHEN N. SOLANICK
ROSE S. SOLANICK

STREET ADDRESS 820 STONY MOUNTAIN RD COUNTY WYOMING
CITY TUNKHANNOCK STATE PA ZIP CODE 18657
RESIDENCE PHONE 570-836-1983 BUSINESS PHONE
EMAIL stephenn@frontier.net

TRADE-IN INFORMATION ☐ PLEASE INDICATE IF TRANSFER ONLY

YEAR	MAKE	MODEL
2010	FORD	FUSION SEL AWD

VEHICLE I.D. NO. 3FAHP0CG3AR262707
REGISTERED TO SAME TITLE # 67960803601
BALANCE OWED TO
ADDRESS PHONE
PLATE # ENX0574 EXP. DATE 03/31/13

THE ABOVE DESCRIBED VEHICLE MAY BE REAPPRAISED IF IT HAS SUFFERED DAMAGE OR SERIOUS MECHANICAL DETERIORATION SINCE THE DATE OF THE ORIGINAL VALUATION AND PRIOR TO ITS DELIVERY TO THE DEALER OR IF PARTS OR ACCESSORIES OR BOTH, INCLUDING TIRES, HAVE BEEN REMOVED OR REPLACED WITH PARTS AND ACCESSORIES OF INFERIOR QUALITY. CUSTOMER ACKNOWLEDGES THAT THE VEHICLE HAS NEVER BEEN WRECKED OR RECONSTRUCTED, AND CONFORMS TO ALL FEDERAL/STATE LAWS. IF EQUIPPED WITH AIR BAG RESTRAINTS MUST BE OPERABLE AND CONFORM TO ALL MANUFACTURERS SPECIFICATIONS. ALSO ALL LIENS AND ENCUMBRANCES WILL BE SATISFIED SO THAT THE VEHICLE CAN BE RESOLD. IF A DISPUTE ARISES CONCERNING THE USED VEHICLE DESCRIBED HEREIN, I WILL REIMBURSE COCCIA FORD LINCOLN MERCURY FOR THE FULL TRADE AMOUNT IMMEDIATELY UPON REQUEST.

WARRANTY INFORMATION (Check appropriate Block(s))

☐ DISCLAIMER OF WARRANTIES: I UNDERSTAND THAT YOU (THE DEALER) EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT YOU NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR YOU ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE, EXCEPT AS OTHERWISE PROVIDED IN WRITING BY YOU IN AN ATTACHMENT TO THIS CONTRACT OR IN A DOCUMENT DELIVERED TO ME WHEN THE VEHICLE IS DELIVERED.

☐ AS IS: THE MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)
THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

IF I CANCEL THIS PURCHASE CONTRACT OR REFUSE TO ACCEPT DELIVERY OF THE VEHICLE ORDERED, EXCEPT AS PERMITTED BY LAW, I WILL, AT YOUR OPTION, FORFEIT AS DAMAGES $ NA
I ACCEPT THE ABOVE CONDITIONS (Cust. Initials) X _____

THE CONTRACT PRICE OF THE MOTOR VEHICLE CANNOT BE INCREASED AFTER THIS CONTRACT HAS BEEN ACCEPTED BY THE DEALER OR THE AUTHORIZED DEALER REPRESENTATIVE UNLESS THE INCREASE IS DUE TO THE PASSAGE OF A LAW OR REGULATION OF THE UNITED STATES OR THE COMMONWEALTH WHICH REQUIRES ADDITION OF NEW EQUIPMENT TO CERTAIN VEHICLES, CHANGES IN TRANSPORTATION OR EXISTING TAX RATES, OR, IN THE CASE OF FOREIGN MADE VEHICLES, IS DUE TO A RE-EVALUATION OF THE UNITED STATES DOLLAR vis-a-vis THE CURRENCY OF THE COUNTRY OF MANUFACTURE.

THIS CONTRACT IS NOT BINDING UPON EITHER THE DEALER OR THE PURCHASER UNTIL SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE. YOU, THE BUYER, MAY CANCEL THIS CONTRACT PRIOR TO DELIVERY AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO THE DEALER.

I CERTIFY THAT I AM OF LEGAL AGE OR OLDER AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT.

Signature of Vehicle Purchaser X Stephen N. Solanick Date 01/21/2013

Signature of Authorized Dealer Representative X _____ Date 01/21/2013

1st time
5/22/13 into shop
Picked my car up
on 5/30/13

COCCIA FORD LINCOLN

577 EAST MAIN STREET
WILKES-BARRE, PA 18702
570-823-8888 FAX 570-823-6484
WWW.COCCIACARS.COM

07061SOL

STEPHEN N. SOLANICK
820 STONY MOUNTAIN RD
TUNKHANNOCK PA 18657

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1FMCU9J96DUB50157	3334	05/30/13	07061

YEAR	MAKE	MODEL	COLOR	TAG NO.
13	FORD	ESCAPE TIT	DEEP IMPCT	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
38707	ENX0574	570-836-1983	- -	B1854	00/00/00	432	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE
75.00	01/21/13		3315	05/22/13	01/21/13

DEAR CUSTOMER, YOUR SATISFATION IS OUR #1 GOAL. IF YOU CAN NOT SCORE THE MANUFACTURER'S SURVEY QUESTIONS COMPLETELY SATISFIED, PLEASE CONTACT US AND WE WILL DO EVERYTHING IN OUR POWER TO DESERVE A COMPLETELY SATISFIED RESPONSE FROM YOU. WE TRULY APPRECIATE YOUR BUSINESS. THANK YOU. RUDY PODEST PARTS AND SERVICE DIRECTOR

LINE OP.CODE FAIL-CD TECH. HOURS/QTY TYPE AMOUNT

A
Com Customer States engine fault comes up on display screen as driving and vehicle seems to be bucking.
Cor TECH PERFORMED IDS TEST FOR ANY CODES, CHECKED OASIS FOR ANY SERVICE MESSAGES OR TECHNICAL SERVICE BULLETINS, BOTH TECHNICIAN & MANAGEMENT
** DROVE VEHICLE SEVERAL TIMES. CALLED HOTLINE FOR ASSISTANCE REQUEST #10634181, WAS INSTRUCTED TO RUN A SELF TEST ON ALL MODULES IF ANY TORQUE RELATED DTC (CODES) ARE PRESENT PROCEED WITH THE APPROPRIATE DIAGNOSIS TO IDENTIFY THE ROOT CAUSE. ALSO SPOKE TO FIELD SERVICE ENGINEER AS WELL
AGAIN IF CONCERN CANNOT BE DUPLICATED RETURN VEHICLE TO CUSTOMER

A20

Line Total.....

TOTAL-CUSTOMER NoCharge

CUSTOMER COPY - PAGE 01 Printed: 05/30/2013 @ 14:38

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.

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notifi- servicing dealer for inspection by manufacturer's representative.

CUSTOMER SIGNATURE

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
6

This copy is from Gateway Ford Tunkhannock
Phone # 1-800-573-1824

SELFTEST.APP.SELFTEST.Main 6/26/2013

IDS-85.02

DTC

Select Option

- Pass - PSCM
- Pass - RCM
- Pass - RFA
- Pass - RGTM
- Pass - SOD-L
- Pass - SOD-R
- B1D13:11-68- BCM
- U0043:00-28- BCM
- U2100:00-28- DSM
- U3006:16-08- IPC
- B115E:08-0A- IPM-B
- P0106:00-64- PCM
- U0300:00-28- SASM
- **Snapshot Data**
- U0043:00-28- BCM

Powertrain Control Module

Description - P0106

MAP/BARO Sensor Range/Performance

Failure Type - 00

No Additional Failure Type Information for this DTC

Status - 64 (Indeterminate)

Fault previously detected but monitor has not completed to determine st

Diagnostic Protocol - 14229

Select I button help for additional information on 14229 DTC structure

PTS

PLAINTIFF'S EXHIBIT C

ALL-STATE LEGAL®

start IDS-85.02 7:10 PM

Date - June 26, 2013
(2nd time) when I stopped at Gateway Ford. They didn't have the part to fix it so it was towed to Corria Ford in Wilkes-Barre

Car towed in June 26th - 2013 a - Time into sh

I picked my car up July 1st

COCCIA FORD LINCOLN

577 EAST MAIN STREET
WILKES-BARRE, PA 18702
570-823-8888 FAX 570-823-6484
WWW.COCCIACARS.COM

08574SOL

	VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
STEPHEN N. SOLANICK 820 STONY MOUNTAIN RD TUNKHANNOCK PA 18657	1FMCU9J96DUB50157	5525	07/01/13	08574

YEAR	MAKE	MODEL	COLOR	TAG NO.
13	FORD	ESCAPE TIT	DEEP IMPCT	00739 .

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
38707	ENX0574	570-836-1983	- -	B1854	00/00/00	096	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE
85.00	01/21/13		5525	06/26/13	01/21/13

DEAR CUSTOMER, YOUR SATISFATION IS OUR #1 GOAL. IF YOU CAN NOT SCORE THE MANUFACTURER'S SURVEY QUESTIONS COMPLETELY SATISFIED, PLEASE CONTACT US AND WE WILL DO EVERYTHING IN OUR POWER TO DESERVE A COMPLETELY SATISFIED RESPONSE FROM YOU. WE TRULY APPRECIATE YOUR BUSINESS. THANK YOU. RUDY PODEST PARTS AND SERVICE DIRECTOR

LINE OP.CODE FAIL-CD TECH. HOURS/QTY TYPE AMOUNT

A
Com Customer States TOWED TO SHOP, CHECK ENGINE LIGHT ON.
Cor IDS TEST, PIN POINT CODE P0106, TESTS DM, RPLACED MAP SENSOR ROAD TEST OK,
A20 .70 W
X AG9Z 9F479 A SENSOR ASY 1 W
Line Total.....

B +
Com Customer states A/C SYSTEM STOPPED BLOWING COLD AIR FOR TWO HOURS ON T RIP TO OHIO. THEN STARTED WORKING OK.
Cor CHECK A/C SYSTEM-OK. MAY HAVE BEEN DUE TO MAP SENSOR FAILURE
A20
Line Total.....

Warranty Claim Type: F Authorization Code:

TOTAL-CUSTOMER NoCharge

CUSTOMER COPY - PAGE 01 Printed: 07/01/2013 @ 09:37

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.

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notifi- ervicing dealer for inspection by manufacturer's representative.

CUSTOMER SIGNATURE

EALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
D

COCCIA FORD LINCOLN

577 EAST MAIN STREET
WILKES-BARRE, PA 18702
570-823-8888 FAX 570-823-6484
WWW.COCCIACARS.COM

08574SOL

Towed In

SOLANICK;STEPHEN N.
820 STONY MOUNTAIN RD
TUNKHANNOCK PA 18657

VEHICLE IDENTIFICATION	MILEAGE IN	DATE IN/TIME	R.O. NO.
1FMCU9J96DUB50157	5525	06/26/13 17:24	08574

YEAR	MAKE	MODEL	COLOR	TAG NO.
13	FORD	ESCAPE TIT	DEEP IMPCT	00739

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	IN-SERV DATE	SERV.ADV.	PROMISED
38707	ENX0574	570-836-1983	- -	B1854	01/21/13	096 2096	

CUST.LABOR RATE	DELIV DATE	DELIV MILES	OTHER PHONE		MILES OUT	OWNER ADV $
85.00	01/21/13		- -			

WELCOME TO COCCIA FORD LINCOLN
YOUR COMPLETE SATISFACTION IS OUR GOAL
WE APPRECIATE YOUR BUSINESS

SERVICE DEPT HOURS OF OPERATION
MONDAY THRU FRIDAY 7:00 AM UNTIL 5:30 PM
SATURDAY 7:00 AM UNTIL 2:00 PM

WHERE SERVICE MAKES THE DIFFERENCE

I authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments. I hereby grant you permission to operate the vehicle herein on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of repairs thereto.

X Rose Solanick ___CASH ___CHARGE

Company	Description	Ded$	Mth	Term Miles	Exp Miles	Exp Date
FORD ESP	2YR 36000 RENTALCARE	0	24	36000	36000	01/21/15

LN	TYPE	OP-CODE	TECH
A	C		

Customer States TOWED TO SHOP, CHECK ENGINE LIGHT ON, Bucks & jerks

✓ FOR NAVE codes NO codes IN SYSTEM

MANIFOl ABSolute Pres. Sensor 12650D02 12650D4503 12650D1301 12650DX101

✓ A/C SYSTEM STOPPED Blowing cold air FOR 2 HRS ON TRIP TO OHIO. Then STARTED WORKIN OK.

SHOWN BELOW ARE THE MOST RECENT SERVICES PERFORMED ON YOUR VEHICLE

R.O.#	DATE	MILES	S.A.	OP-CODE	TECH	DESC	OP-CODE	TECH	DESC	OP-CODE	TECH	DESC
7061	5/22/13	3315	432	I	A20	engine fault	CLOANER	C32	LOANER			
1492	1/21/13	22	458	I	A41	BATTERY DEAD	ISEI	A41	STATE EMISSI	ISI	A41	STATE INSPEC
98145	11/ 9/12	22	224	W	A28	Field Servic	IPDI	A28	PRE DELIVERY			

TEST Drive START 5527 FINISH 5542 NO VENTILATION RAN Good

BASED ON CURRENT MILEAGE THE MANUFACTURER RECOMMENDS THE FOLLOWING SERVICES

MILES	MONTH	OP-CODE	DESCRIPTION	MILES	MONTH	OP-CODE	DESCRIPTION

FIRST • CLASS

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™

7012 3050 0001 3429 0155

U.S. POSTAGE PITNEY BOWES

ZIP 19002 $ 007.37⁰
02 1W
0001378695 JUL 11 2013

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

3-003.4 001139LC

Case Print Report

Case Number CAS-2625956-Z0V3X0

Case Opened Date 5/28/2013 4:32 PM

Case Closed Date 6/12/2013

Case Status Resolved

Case Last Modified 6/12/2013 2:01 PM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > FIN Assist Request > CCT Criteria

Customer Name [redacted]

Customer Number [redacted]

[redacted]

TUNKHANNOCK PA [redacted]

Email

Dealer Coccia Ford Lincoln

VIN 1FMCU9J96DU[redacted]

Year 2013 **Make** FORD

Model ESCAPE **Body Style** U9J - TITANIUM 4X4 4-DR

Symptom

Level 1 Driver Aides & Information

Level 2 Warning Indicators/Messages/Chimes

Level 3 Service Engine Soon (engine image)

Level 4 Stays On

Case Print Report

Case Number CAS-2625956-Z0V3X0

Agent Name	Note Last Modified
FordCRMAppUserAccount CRM	5/28/2013 4:36 PM

--C/W ROSE SOLANICK
--5708361983
--SPOUSE

---1FMCU9J96DU[redacted]
-13 ESCAPE
-3000M

--CUST SAYS
--CK ENGINE LIGHT CAME ON TOOK TO DLR
--DLR ADVISED ITS NOT READY YET NEED TO DIAG MORE AT THIS POINT
--I HAVE A LOANER NOW
--I HAVE A TRIP THIS WEEKEND
--WHAT OPTIONS DO I HAVE AT THIS POINT
--I DONT FEEL SAFE IN THIS VEH NOW

01394
Coccia Ford Lincoln
577 E Main Street
Wilkes-Barre, PA 18702
Tel:(570) 823-8888

--ADVISED CUST
--SPEAK TO THE S/M ABOUT THIS ISSUE
--CAS-2625956-Z0V3X0
-- I will escalate your case/request to our Ford Regional Customer Service Manager who works daily with your dealership's management team (his name is AUSTIN). 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.

CRM Admin Team 5/29/2013 2:47 PM

"By Stephen Mizenk" - dealership contacted customer. advised customer that vehicle is passing all test performed on vehicle. dealer contacted tech hotline. hotline advised dealer to try to duplicate customers concern. dealer has driven vehicle over 20 mile and concern has not been duplicated. customer dose not feel confidentthat vehicle is ok. customer wants to get out of this vehicle. this is the 3rd ford product she has purchased but does not feel confident in this vehicle. she wants out of this vehicle or she will trade it in on a toyota pproduct.

Case Print Report

Case Number CAS-2625956-Z0V3X0

Dionne Grace 5/29/2013 3:53 PM

CCT Dee assisting CSM Austin while out..
2013 Escape
1FMCU9J96DU[redacted]
WSD- 1/21/2013
3000 MILES
ISSUE- CK ENGINE LIGHT, ENGINE FAULT

See below notes from dlr. Tech hotline contacted on veh who adv to try and duplicate the issue. dlr adv test drove veh 20 miles total from date veh came in (5/22/13) and not able to duplicate concerns.

SA called cust and cust not confident and does not trust the product.
Cust wants out of the veh if unable to find the problem and fix and will trade on a Toyota product.

Obc to dlr, spoke with SA [redacted] who adv cust brought veh in 5/22/13 due to engine fault msg. test drove veh about 5 miles per day while hot and cold engine and not able to duplicate the msg. drove veh a total of 20-25 miles so far.
All test done and come back with no codes.
SA adv cust has trip planned for Friday and if no resolution will trade veh.

Questioned if too soon for the VDR flight recorder and sa adv VDR is out on another veh.
Adv sa will speak with cust.

Obc to [redacted] and cust adv took veh out for a drive and felt like it was bucking (missing) then took veh home. The next day took veh out again for a ride and it did the same thing.
Called the dlr to take the veh in. drove to the dlr and the veh did not do the same thing.
Going to drive granddaughter home back to Ohio and don't feel safe driving the veh with granddaughter.

No longer want the veh, don't trust driving the veh, have been without the veh since last week, have a veh pymt comeing up and don't have the veh & no longer trust the veh.

extended premium maint and cust refused.

cust states will call the dlr and look into another veh. cust will be getting rid of the veh.
cust states will call back if decides to no trade in the veh.

set f/u for monday 6/3/13

Austin Duggan 6/3/2013 9:29 AM

-CSM AUSTIN EXT 77803- OBC TO THE DEALER AND SPOKE TO STEVE THE S/M AND THEY COULD NOT GET THE CHECK ENG LIGHT TO COME BACK ON AND DID NOT FIND ANY CODE IN THE SYSTEM – DEALER DID CONTACT HOT LINE AND HOT ADVISED TO TRY AND REPLICATE THE CONCERN, IF NOT RELEASE THE VEH BACK TO THE CUSTOMER- CUSTOMER LEFT ON FRIDAY 05-31-2013 FOR A TRIP TO OHIO SET CUSTOMER F/U FOR 06-07-2013

Austin Duggan 6/7/2013 12:42 PM

-CSM AUSTIN EXT 77803- OBC TO THE CUSTOMER @[redacted] UNABLE TO CONTACT THE CUSTOMER AND LEFT A V/M AND SET F/U FOR 06-12-2013

Case Print Report

Case Number CAS-2625956-Z0V3X0

Austin Duggan 6/12/2013 1:59 PM

- CSM AUSTIN EXT 77803- OBC TO THE CUSTOMER @ [redacted] UNABLE TO CONTACT THE LEFT V/M AND CLOSED THE CASE CUSTOMER IS STILL OUT OF TOWN

Case Print Report

Case Number CAS-2625956-Z0V3X0

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Dionne Grace	5/29/2013 3:54 PM	fmc_transferescalate	Transfer / Escalate
Austin Duggan	6/3/2013 9:31 AM	fmc_schedulefollowup	Schedule Follow-Up
Austin Duggan	6/7/2013 12:43 PM	fmc_schedulefollowup	SOLANICK CAS-2625956 (04 CASE) COCCIA FORD 570-823-8888
Austin Duggan	6/12/2013 2:00 PM	fmc_schedulefollowup	SOLANICK CAS-2625956 (04 CASE) COCCIA FORD
Austin Duggan	6/12/2013 2:01 PM	fmc_closecase	Close Case
Austin Duggan	6/12/2013 2:01 PM	incidentresolution	Case Resolution

Case Print Report

Case Number MRS-18117417831415 80100001

Case Opened Date 6/28/2013 12:32 AM

Case Closed Date 6/28/2013

Case Status Resolved

Case Last Modified 6/28/2013 9:54 PM

Responsible Team Historical Team

Case Classification MORS History > INQUIRY > ROADSIDE ASSISTANCE > ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED

Customer Name [redacted]

Customer Number [redacted]

[redacted]

TUNKHANNOCK PA [redacted]

Email

Dealer

VIN 1FMCU9J96DU[redacted]

Year 2013 **Make** FORD

Model ESCAPE **Body Style** U9J - TITANIUM 4X4 4-DR

Symptom

Level 1 Maintenance/ Pre Delivery

Level 2 Pre Delivery Check

Level 3 Other

Level 4 Other

Case Print Report

Case Number MRS-18117417831415 80100001

Historical Case Action Type	Origin Description	Action Modified By	Action Last Modified
ROADSIDE ASSISTANCE-TOW-FLAT BED	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	6/28/2013 12:32:00 AM
DISPATCH COMPLETE			

Server: **AWS Prod**
Claims loaded through: **17-JUL-2013**

Vehicle Information Report

GENERAL VEHICLE INFORMATION: (Related Claims) (QLS Concerns)

VIN:	1FMCU9J96DU[redacted]	**Vehicle Line WERS:**	T/M2 - C520 NA (ESCAPE) [13-14]	**Engine:**	T/TP - 2.0L 16V TIVCT T/C 230PS GAS
Model Year:	2013	**Vehicle Line AWS:**	M1 - ESCAPE	**Global Engine:**	-
Vehicle Type:	T	**Vehicle Line Global:**	M3 - ESCAPE (NA-LOUISVILLE)	**Engine Plant:**	* - N/A
Inv. Dealer:	*	**Drive Code:**	T/E - 4 WHL L/H PART TIME DRIVE	**Transmission:**	T/W6 - 6 SPD AUTO TRANS 6F MID-RANGE
Vehicle Status Code:	800	**Body Cab Style:**	T/WE - 5 DOOR LIGHT TRUCK	**Global Trans:**	-
Market Derived:	F - FORD	**Version/Series:**	T/C6 - BASE #4 SERIES	**Trans Plant:**	* - N/A

BUILD INFORMATION:

Region Built:	NA - NORTH AMERICA	**Assembly Plant:**	AN - LOUISVILLE PLANT BUILD	**Vehicle Load Date:**	05-NOV-2012
Country Built:	USA - UNITED STATES	**Production Date:**	02-NOV-2012		

SALE INFORMATION:

Region Sold:	NA - NORTH AMERICA	**Arrival Date:**	10-NOV-2012	**Red Carpet Lease:**	*
Country Sold:	USA - UNITED STATES	**Sale Date:**	21-JAN-2013	**Fleet/Retail/Co. Lease:**	R
Vehicle Count Flag:	Y	**Warranty Start Date:**	21-JAN-2013	**Modified Vehicle:**	*
Selling Dealer St/Prov:	PA	**Original WSD:**	21-JAN-2013	**Warranty Status Ind:**	*
Selling Dealer [code]:	COCCIA FORD LINCOLN [116302 - *]			**Vehicle Export Flag:**	N

VOC:

```
---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0---------1---------2---------3---------4---------5---------6---------
U9JDUB50157105 Y P 9 2 27J0373      QJ E 2 63A C2 44 62 62S45  1 YB 316L3021 3  J4  TH 8B4A4      91FMC619        401A  96PA
```

EOC:

```
---------1---------2---------3---------4---------5---------6---------7---------8---------9---------0---------1---------2---------3---------4---------5---------6---------
```

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/G - DUAL ZONE AUTO TEMP CONTROL AC	**Color(Trim):**	000DW - CHARCOAL BLACK	**Navis Engine Serial #:**	140912024726
Alternator Amp Rating:	EY	**Delivery Type:**	0	**Paint:**	PN4B7 - DEEP IMPACT BLUE
Audio Disk:		**Driveshaft Code:**	*	**Power Antenna:**	* - [N/A]
Axle Ratio:	EGACE - 3.07 FINAL DRIVE RATIO	**Front Seat:**	T/H - SEAT-INDIVIDUAL H/B DRV/PASS	**Radio:**	F4 -
Axle Type:	* - [N/A]	**Fuel Type:**	AF - UNLEADED FUEL CAPABILITY	**Sound System:**	* - [N/A]
Battery Amp Rating:	BB	**Fuel Type Engine:**	G - Gas	**Tire Manufacturer:**	* - [N/A]
Brake Code:	* - [N/A]	**GVW Class Code:**	C	**Tire Brand:**	* -
Brake Code(Service):	* - [N/A]	**Instrumentation:**	AN - CONVENTIONAL INSTRUMNT LEVEL 3	**Tire Size:**	D31C2 - 235/45 R19 95H
Calibration Code:	DM21A20A	**Mirror(Driver Side):**	CG - DRIVER POWER W/O PUDDLE LMP	**Traction Control:**	* - [N/A]
Color(Accent):	* - [N/A]	**Mirror(Psngr Side):**	* - [N/A]		

TRACEABILITY INFORMATION

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder | Exists in Folder(s)

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	DEVGO004 NHL			**Received:**	05/22/2013
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2013,ESCAPE 4X4 (2013 -) ,TITAN ,4X4 ,MPV ,1FMCU9J96DU[redacted]			**Build Date:**	11/02/2012
Odometer :	3,315 M	**Engine:**	2.0L GTDI	**Calibration:**	DM21A20A
Transmission:	6SP 6F MID	**Axle:**	3.07 RATIO	**A/C:**	YES
Dealer:	USA 01394 Coccia Ford Lincoln			**Phone#:**	(570) 823-8888
City:	Wilkes-Barre	**State:**	Pennsylvania	**Country :**	USA

Originator: JOE NOON

Symptom: 5 54 2 39 DRV PERF,LACK/LOSS PWR ,ACCEL,INTERMITTENT

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: ENGINE FAULT DISPLAY

Fix: **Causal Component :**

Condition Code:

Hotliner: BGRAHA43 **Phone:** 313 248-8050 **Regn Cd:** N3 Philadelphia

Engineering: **Phone:** **TAR:**

Dlr Contact: **Phone:** **Title Cde:** T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 05/22/2013 04:33PM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: ENGINE FAULT COMES UP ON DISPLAY SCREEN
DIAGNOSTICS: IDS TEST NO CODES PARTS REPLACED: NONE TECH
QUESTION: HAVE YOU SEEN THIS CONCERN

RECOMM 05/22/2013 04:33PM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE
GOOD AFTERNOON JOE, UNDERSTANDABLY INTERMITTENT CONCERNS CAN BE DIFFICULT TO DIAGNOSIS ESPECIALLY WHEN THERE ARE NO DTCS PRESENT. THE ENGINE FAULT MESSAGE ON THIS VEHICLE IS THE SAME AS A WRENCH LIGHT. THIS INDICATED THAT A TORQUE RELATED FAULT OCCURRED. RECOMMEND IF NOT ALREADY PERFORMED TO RUN A SELF-TEST ON ALL MODULES. IF ANY TORQUE RELATED DTCS ARE PRESENT, PROCEED WITH THE APPROPRIATE DIAGNOSIS TO IDENTIFY THE ROOT CAUSE. IF NO OTHER MODULE DTCS ARE PRESENT, THE CONCERN WILL NEED TO BE DUPLICATED TO BETTER ASSIST YOU IN A DIAGNOSTIC DIRECTION. IF THE CONCERN CAN BE DUPLICATED AND ANY FURTHER ASSISTANCE IS NEEDED, PLEASE FEEL FREE TO UPDATE THIS FORM OR CONTACT THE HOTLINE BY PHONE USING YOUR CONTACT ID# (106341816) AT (1-800-826-4694) WITH ANY ADDITIONAL INFORMATION.

REPAIR 05/28/2013 06:02PM BRANDON KARBUM MSS - FCSD - TECH SVC HOTLINE
HAVE DTC IN BCM B1D00 B115E IN IPM - B U0131PAM U0420 PAM U100B PCM WHERE DO I START STILL CONNOT VERIFY CONCERN I HAVE SPOKEN TO A FIELD SERVICE ENGINEER AND HE SAID THER ARE REPORTS OF THIS BUT YOU ARE WORKING ON IT ? WHERE DO I GO FROM HERE

RECOMM 05/28/2013 06:02PM BRANDON KARBUM MSS - FCSD - TECH SVC HOTLINE
JOE, THE CODES THAT HAVE BEEN PROVIDED ARE UNRELATED TO THE ENGINE FAULT DISPLAYED. THE PCM IS THE ONLY MODULE THAT CAN CAUSE THE MESSAGE CENTER TO DISPLAY THE ENGINE FAULT MESSAGE. PLEASE CONTINUE ATTEMPTING TO DUPLICATE THE CONCERN. IF YOU ARE ABLE TO DUPLICATE THE

CONCERN IMMEDIATELY SELF TEST THE PCM WHEN THE ENGINE FAULT MESSAGE IS DISPLAYED. AT THIS POINT THERE SHOULD BE A CODE PRESENT THAT CAN BE BE USED FOR DIAGNOSTIC DIRECTION. IF THE CONCERN CAN BE DUPLICATED AND THERE ARE OTHER SYMPTOMS PRESENT BESIDES JUST AN ENGINE FAULT MESSAGE FURTHER DIRECTION CAN BE PROVIDED. PLEASE CONSULT THE CUSTOMER ABOUT WHAT CONDITIONS THE FAULT OCCURRED UNDER, HOW OFTEN IT OCCURS, AND IF THERE ARE ANY OTHER SYMPTOMS BESIDES THE ENGINE FAULT MESSAGE PRESENT.

Download Options

Folder Number: File Report To This Folder File Report To A Folder Exists in Folder(s)

Add Comments Previous Next Save Mail Report

Requester: AMCCLE10
Report Summary
Server: FCVWS962

Ford Proprietary, Private

18-Jul-2013
Retention: None

[redacted]

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	ABXA5021 NHL			**Received:**	02/24/2010
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2009,ESCAPE (J87) 4X2 ,4X2 ,XLT ,MPV ,1FMCU03GX9K[redacted]			**Build Date:**	09/16/2008
Odometer :	1,134 M	**Engine:**	3.0L IVCT	**Calibration:**	9M71A30A
Transmission:	6SP 6F MID	**Axle:**	3800F2.73C	**A/C:**	YES
Dealer:	USA 06531 Lamarque Ford, Inc.			**Phone#:**	(504) 443-2124
City:	Kenner	**State:**	Louisiana	**Country :**	USA

Originator: JUAN WILLIAMS

Symptom: 5 52 0 00 DRV PERF,STALLS/QUITS,UNKNOWN,UNKNOWN

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: STALLS, NO CODES

Fix: **Causal Component :**

Condition Code:

Hotliner: TFUMEROL **Phone:** **Regn Cd:** C3 Memphis

Engineering: **Phone:** **TAR:**

Dlr Contact: JUAN WILLIAMS **Phone:** 504 443-2500 **Title Cde:** T

KOEO:
KOEC:
KOER:
Comments:

REPAIR 02/24/2010 03:38PM TFUMEROL
WEB FORM DATA - CONCERN: C/S VECHILE STILL STALLING
OUT DIAGNOSTICS: EEC TEST NO CODES PARTS REPLACED:: NONE TECH
QUESTION: ANY KNOWN CONCERNS PLEASE LIST ANY PERTINENT FREEZE
FRAME DATA PLEASE LIST ANY VEHICLE MODIFICATIONS, OR TYPE NONE.

RECOMM 02/24/2010 03:38PM TFUMEROL
JUAN, DUPLICATE THE CONCERN FOR FURTHER TESTING. THIS COULD BE CAUSED BY LACK OF COMMUNICATION WITH THE PCM. THIS MAY BE DUE TO A CHAFING CONDITION IN A LARGE HARNESS BUNDLE CONTAINING SEVERAL CIRCUITS AND MAY RESULT IN A NUMBER OF DIFFERENT SYMPTOMS. TO LOCATE THE POSSIBLE DAMAGE, REMOVE THE POWER DISTRIBUTION BOX (PDB) ATTACHMENT HARDWARE, AND PULL IT AWAY FROM THE SHEET METAL. LOCATE THE HARNESS BUNDLE WHICH TRANSITIONS FROM THE PDB TO THE SHOCK TOWER. INSPECT THIS CIRCUIT BUNDLE FOR POSSIBLE CIRCUIT CHAFING AND A SHORT TO GROUND CONDITION AT THE POINT IN WHICH IT EXITS THE PDB. IF DAMAGE IS FOUND, REMOVE OR BLUNT THE SHARP SHEET METAL EDGE WHICH CAUSED THE DAMAGE, AND TREAT THAT AREA WITH A RUST PREVENTATIVE PAINT TO PREVENT CORROSION. FOR REPAIRS TO DAMAGED WIRES, BE SURE TO USE A WEATHERPROOF SPLICE TO PREVENT REPEAT REPAIRS. ISM 09-01-002 CHECK FOR SHORTED (14290) HARNESS CHAFFE - MULTIPLE ELECTRICAL CONCERNS

AUDIT 07/02/2011 10:56AM
SYMPTOM 6 07 0 00 CHANGED TO 5 52 0 00 BY CS012093

Folder Number: _____ File Report To This Folder File Report To A Folder Download Options

Add Comments Previous Next Save Mail Report

SUM-100

SUMMONS
(CITACION JUDICIAL)

11.00

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
FORD MOTOR COMPANY, AIRPORT MARINA FORD, and DOES 1-20

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
JORGE R. URTEZ

8-14-13

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

AUG 07 2013

John A. Clarke, Executive Officer/Clerk
BY Cristina Grijalva Deputy
Cristina Grijalva

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
SUPERIOR COURT OF THE STATE OF CA, FOR THE COUNTY OF LOS ANGELES, 111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):
BC517651

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
HUMPHRIES FATONE, 12535 Seal Beach Blvd., Suite 210, Seal Beach, CA 90740 (562) 493-0289

DATE: John A. Clarke
(Fecha)
Clerk, by CRISTINA GRIJALVA, Deputy
(Secretario) *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]
AUG 07 2013

NOTICE TO THE PERSON SERVED: You are served
1. [ ] as an individual defendant.
2. [ ] as the person sued under the fictitious name of *(specify)*:
3. [✓] on behalf of *(specify)*: Ford Motor Company
under: [✓] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
[ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
[ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
[ ] other *(specify)*:
4. [✓] by personal delivery on *(date)*: 8-14-13

PE13-003.4 001154LC

HUMPHRIES & FATONE
12535 Seal Beach Blvd., Suite 210
Seal Beach, California 90740
(562) 493-0289

Attorney: Michael S. Humphries SBN 182407
Timothy F. Fatone SBN 215976

Attorneys for Plaintiff
JORGE R. URTEZ

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

AUG 07 2013

John A. Clarke, Executive Officer/Clerk
BY Cristina Orjalva, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JORGE R. URTEZ Plaintiff, v. FORD MOTOR COMPANY, AIRPORT MARINA FORD, and DOES 1-20 Defendants.	Case No. BC517651 COMPLAINT FOR DAMAGES BASED ON VIOLATIONS OF SONG-BEVERLY CONSUMER WARRANTY ACT

PLAINTIFF JORGE R. URTEZ ALLEGES:

I

Plaintiff entered into the contract in the above-entitled case in the City of Los Angeles, County of Los Angeles, State of California.

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II

1. Defendant, FORD MOTOR COMPANY, and DOES 1 to 10 is and at all times herein mentioned was a corporation organized and existing under the laws of the State of California.

2. Defendant, AIRPORT MARINA FORD, and DOES 11 to 20 is and at all times herein mentioned was a business entity organized and existing under the laws of the State of California.

FIRST CAUSE OF ACTION - BREACH OF EXPRESS WARRANTY VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT AGAINST DEFENDANT FORD MOTOR COMPANY, AIRPORT MARINA FORD AND DOES 1-20.

I

In or about the year 2009, FORD MOTOR COMPANY manufactured the following new motor vehicle: a 2009, FORD ESCAPE Serial Number 1FMCU03GX9KA51013 (hereinafter "subject vehicle"). FORD MOTOR COMPANY manufactured the subject vehicle for its eventual sale to retail buyers. Defendants FORD MOTOR COMPANY and DOES 1-10, and each of them, appended to the subject vehicle an express warranty; undertaking to preserve or maintain the utility or performance of the subject vehicle by means of a written statement designed to accompany the subject vehicle.

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II

On or about February 8, 2013, in Los Angeles, California, a retail merchant, AIRPORT MARINA FORD, sold the subject vehicle to the Plaintiff for Plaintiff's personal use at retail for the amount of $35,997.00. A true copy of the sales contract between the parties is attached hereto as Exhibit A and made a part hereof by reference. Although the subject vehicle was sold to Plaintiff as a "USED" vehicle with 8,101 miles, Defendant FORD MOTOR COMPANY's express warranties covering the subject vehicle remained intact and enforceable. In addition, Plaintiff was provided with an additional express warranty by Defendants FORD MOTOR COMPANY , AIRPORT MARINA FORD and DOES 1-20, and each of them, as the vehicle was sold as a *Certified Pre-Owned* (CPO) vehicle.

III

In connection with the sale, Plaintiff received the remainder of the original express warranty of the manufacturer in that the written statement of Defendants, FORD MOTOR COMPANY and DOES 1-10, and each of them, described above, accompanied the subject vehicle. In addition to the original express warranty provided by FORD MOTOR COMPANY, Plaintiff received an additional express warranty from FORD MOTOR COMPANY, AIRPORT MARINA FORD and DOES 1-20, and each of them, as the subject vehicle was sold as a "Certified Pre-Owned" vehicle.

IV

Within the express warranty periods, Plaintiff discovered that the subject vehicle failed to conform to the manufacturer's and retailer's

specifications, in that the subject vehicle was defectively manufactured, designed or assembled. Plaintiff thereon attempted to act on Defendants' express warranty, as subject to the requirements of the Song-Beverly Act, under which Defendants FORD MOTOR COMPANY, AIRPORT MARINA FORD and DOES 1-20, and each of them, were required to and did maintain local service and repair facilities.

V

However, within the express warranty periods Defendants, FORD MOTOR COMPANY, AIRPORT MARINA FORD and DOES 1-20, and each of them, willfully violated the provisions of the Song-Beverly Consumer Warranty Act and breached the express warranty made to Plaintiff, in that Defendants FORD MOTOR COMPANY, AIRPORT MARINA FORD and DOES 1-20, and each of them, failed to conform the subject vehicle to their express warranties within a reasonable number of attempts or within 30 days. Also, FORD MOTOR COMPANY, AIRPORT MARINA FORD and DOES 1-20, and each of them, failed to return the consideration paid by Plaintiff, or failed to replace the defective subject vehicle. Plaintiff performed all conditions precedent necessary to require the contractual performance of services by Defendants. Within the express warranty period, Plaintiff gave notification to Defendants of their express warranty breach, but Defendants, although receiving such notification, failed to replace the subject vehicle or return consideration paid, although Plaintiff persisted in reminding Defendants of their warranty obligations.

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VI

Plaintiff was damaged as a result of such willful breach and violation in that Plaintiff is obligated to the lender, under the sales contract, in the amount of $35,997.00.

VII

By reason of Defendants' failure to restore the consideration paid by Plaintiff, Plaintiff has been specifically damaged in the sum of $35,997.00. Pursuant to California Civil Code Section 1794, Plaintiff is entitled to actual damages and a civil penalty which shall not exceed two times the amount of actual damages and reasonable attorney fees according to proof.

SECOND CAUSE OF ACTION - BREACH OF IMPLIED WARRANTY VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT AGAINST DEFENDANTS FORD MOTOR COMPANY, AIRPORT MARINA FORD AND DOES 1-20.

I

Plaintiff refers to the First Cause of Action and incorporates it as a part hereof. In or about the year 2009, FORD MOTOR COMPANY manufactured the subject vehicle. FORD MOTOR COMPANY manufactured the subject vehicle for its eventual sale to retail buyers. Defendants FORD MOTOR COMPANY, and DOES 1-10 and each of them, appended to the subject vehicle certain express warranties; undertaking to preserve or maintain

the utility or performance of the subject vehicle by means of a written statement designed to accompany the subject vehicle.

II

On or about February 8, 2013, in Los Angeles, California, a retail merchant, AIRPORT MARINA FORD, sold the subject vehicle to the Plaintiff for Plaintiff's personal use, at retail for the amount of $35,997.00. A true copy of the sales contract between the parties is attached hereto as Exhibit A and made a part hereof by reference.

III

In connection with the sale, Plaintiff received the remainder of the original express warranty of the manufacturer in that the written statement of Defendants, FORD MOTOR COMPANY and DOES 1-10, and each of them, described above, accompanied the subject vehicle. In addition to the original express warranty provided by FORD MOTOR COMPANY, Plaintiff received an additional express warranty from FORD MOTOR COMPANY, AIRPORT MARINA FORD and DOES 1-20, and each of them, as the subject vehicle was sold as a "Certified Pre-Owned" vehicle. In addition and by operation of law, the subject vehicle came accompanied by the implied warranties of merchantability and fitness for a particular purpose of defendants FORD MOTOR COMPANY, AIRPORT MARINA FORD and DOES 1-20, and each of them.

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IV

Within the implied warranty periods, Plaintiff discovered that the subject vehicle failed to conform to the manufacturer's and retailer's specifications, in that the subject vehicle was defectively manufactured, designed or assembled and the subject vehicle was not merchantable and not fit for its ordinary, intended or particular purpose. Plaintiff thereon attempted to act on Defendants' implied warranties, as subject to the requirements of the Song-Beverly Act, under which Defendants FORD MOTOR COMPANY and AIRPORT MARINA FORD were required to and did maintain local service and repair facilities.

V

However, within the implied warranty periods Defendants, FORD MOTOR COMPANY and AIRPORT MARINA FORD and DOES 1-20, and each of them, violated the provisions of the Song-Beverly Consumer Warranty Act and breached the implied warranties made to Plaintiff, in that the subject vehicle manufactured by Defendant FORD MOTOR COMPANY and sold at retail by Defendant AIRPORT MARINA FORD, was defective and not merchantable and not fit for its ordinary, intended or particular purpose. Also, FORD MOTOR COMPANY and AIRPORT MARINA FORD failed to return the consideration paid by Plaintiff, or failed to replace the defective subject vehicle. Plaintiff performed all conditions precedent necessary to require the contractual performance of services by Defendants. Within the implied warranty period, Plaintiff gave notification to Defendants of their implied warranty breach, but Defendants, although receiving such notification, failed to replace the subject vehicle or return consideration paid, although Plaintiff persisted in reminding Defendants of their warranty obligations.

VI

Plaintiff was damaged as a result of such breach and violation in that Plaintiff is obligated to the lender, under the sales contract, in the amount of $35,997.00.

VII

By reason of Defendants' failure to restore the consideration paid by Plaintiff, Plaintiff has been specifically damaged in the sum of $35,997.00. Pursuant to California Civil Code Section 1794, Plaintiff is entitled to actual damages and reasonable attorney fees according to proof.

WHEREFORE, Plaintiff prays for judgment on the First Cause of Action as follows;

1. For three times general damages according to proof as provided by California Civil Code beginning at 1794.
2. For incidental and consequential damages pursuant to Civil Code §1794 (b)(1) and (2) in an amount to be determined by the court.
3. For reasonable attorney's fees as provided by California Civil Code Section 1794.
4. For costs of suit herein.
5. For such other and further relief as the Court may deem proper.

Plaintiff prays for judgment on the Second Cause of Action as follows;

1. For general damages according to proof as provided by California Civil Code beginning at 1794.

2. For incidental and consequential damages pursuant to Civil Code §1794 (b)(1) and (2) in an amount to be determined by the court.

3. For reasonable attorney's fees as provided by California Civil Code Section 1794.

4. For costs of suit herein.

5. For such other and further relief as the Court may deem proper.

DATED: July 31, 2013

By _____
Timothy F. Fatone, Esq.
Attorney for Plaintiff

EXHIBIT A

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
JONES & JONES 1120 EAST 67TH STREET LOS ANGELES CA 90001 LOS ANGELES	N/A	AUTOMOTIVE MARINA FORD 5600 CENTINELA AVE LOS ANGELES CA 90045 LOS ANGELES

I, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
USED	2004	FORD TRUCK ESCAPE	8191	1FMCU03Z[illegible]KA51613	Personal, family or household unless otherwise indicated below. ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 0.00 is
12.00 %	$ 11019.36(e)	$ 24972.50	$ 36997.(e)	$ 35997.(e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	249.00	03/28/2013
One Payment of N/A	N/A	N/A
71 Payments	499.97	Monthly, Beginning 03/28/2013
Payments	N/A	Monthly, Beginning N/A
One Final Payment	499.97	ONE ON 02/28/2019
N/A	N/A	N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

I. Total Cash Price
- A. Cash Price of Motor Vehicle and Accessories $ 16995.(A)
  - 1. Cash Price Vehicle $ 16995.00
  - 2. Cash Price Accessories $ N/A
  - 3. Other (Nontaxable)
    - Describe N/A $ N/A
    - Describe N/A $ N/A
- B. Document Processing Charge (not a governmental fee) $ 80.00(B)
- C. Emissions Testing Charge (not a governmental fee) $ 50.00(C)
- D. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A(D)
- E. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A(E)
- F. (Optional) Theft Deterrent Device (to whom paid) N/A $ N/A(F)
- G. (Optional) Surface Protection Product (to whom paid) N/A $ N/A(G)
- H. (Optional) Surface Protection Product (to whom paid) N/A $ N/A(H)
- I. Sales Tax (on taxable items in A through H) $ 1721.24(I)
- J. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (to whom paid) DMV $ 20.00(J)
- K. (Optional) Service Contract (to whom paid) FORD USA $ 2272.50(K)
- L. (Optional) Service Contract (to whom paid) N/A $ N/A(L)
- M. (Optional) Service Contract (to whom paid) N/A $ N/A(M)
- N. (Optional) Service Contract (to whom paid) N/A $ N/A(N)
- O. (Optional) Service Contract (to whom paid) N/A $ N/A(O)
- P. Prior Credit or Lease Balance paid by Seller to FORD (e) $ 1000.00(P)
  (see downpayment and trade-in calculation)
- Q. (Optional) Gap Contract (to whom paid) N/A $ N/A(Q)
- R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A(R)
- S. Other (to whom paid) N/A

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

		Term	Premium
$ N/A	Ded. Comp., Fire & Theft	N/A Mos.	$ N/A
$ N/A	Ded. Collision	N/A Mos.	$ N/A
Bodily Injury	$ N/A Limits	N/A Mos.	$ N/A
Property Damage	$ N/A Limits	N/A Mos.	$ N/A
Medical N/A		N/A Mos.	$ N/A
N/A		N/A Mos.	$ N/A
Total Vehicle Insurance Premiums			$ N/A(N)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X
Co-Buyer X N/A
Seller X

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.	N/A	$ N/A
Credit Disability	N/A Mos.	N/A	$ N/A
Total Credit Insurance Premiums			$ N/A(O)

Insurance Company Name N/A
N/A
Home Office Address N/A
N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for life insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE

G. (Optional) Surface Protection Product (to whom paid) _____ $ _____

H. (Optional) Surface Protection Product (to whom paid) N/A $ N/A (H)

I. Sales Tax (on taxable items in A through H) $ [illegible] (I)

J. Electronic Vehicle Registration or Transfer Charge
(not a governmental fee) (to whom paid) [illegible] $ [illegible] (J)

K. (Optional) Service Contract (to whom paid) [illegible] $ [illegible] (K)

L. (Optional) Service Contract (to whom paid) N/A $ N/A (L)

M. (Optional) Service Contract (to whom paid) N/A $ N/A (M)

N. (Optional) Service Contract (to whom paid) N/A $ N/A (N)

O. (Optional) Service Contract (to whom paid) N/A $ N/A (O)

P. Prior Credit or Lease Balance paid by Seller to
[illegible] (e) $ [illegible] (P)
(see downpayment and trade-in calculation)

Q. (Optional) Gap Contract (to whom paid) N/A $ N/A (Q)

R. (Optional) Used Vehicle Contract Cancellation Option Agreement $ N/A (R)

S. Other (to whom paid) N/A
For N/A $ N/A (S)

Total Cash Price (A through S) $ [illegible] (1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees $ N/A (A)

B. Registration/Transfer/Titling Fees ESTIMATED $ [illegible] (B)

C. California Tire Fees $ [illegible] (C)

D. Other N/A $ N/A (D)

Total Official Fees (A through D) $ [illegible] (2)

3. Amount Paid to Insurance Companies
(Total premiums from Statement of Insurance column a + b) $ N/A (3)

4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee $ [illegible] (4)

5. Subtotal (1 through 4) $ [illegible] (5)

6. Total Downpayment

A. Agreed Trade-In Value Yr [illegible] Make [illegible] $ [illegible] (A)
Model [illegible] Odom [illegible]
VIN [illegible]

B. Less Prior Credit or Lease Balance (e) $ [illegible] (B)

C. Net Trade-In (A less B) (indicate if a negative number) $ [illegible] (C)

D. Deferred Downpayment $ [illegible] (D)

E. Manufacturer's Rebate $ N/A (E)

F. Other N/A $ N/A (F)

G. Cash $ [illegible] (G)

Total Downpayment (C through G) $ [illegible] (6)

(If negative, enter zero on line G and enter the amount less than zero as a positive number on line 1P above)

7. Amount Financed (5 less 6) $ [illegible] (7)

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
Amount $ N/A Finance Charge $ N/A
Total $ N/A Payable in N/A
installments of $ N/A $ N/A
from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable:
N/A

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

X _____ Buyer X _____ Co-Buyer

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X _____
Co-Buyer Signs X _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).

You want to buy the credit insurance.

Date _____ X _____ Buyer Signature _____ Age _____

Date N/A X N/A Co-Buyer Signature Age N/A

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X _____

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.

1K Company [illegible]
Term N/A Mos. or [illegible] Miles
1L Company N/A
Term N/A Mos. or N/A Miles
1M Company N/A
Term N/A Mos. or N/A Miles
1N Company N/A
Term N/A Mos. or N/A Miles
1O Company N/A
Term N/A Mos. or N/A Miles
Buyer X _____

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X _____
Co-Buyer Signs X _____

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____, Year _____ SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE INSURED UNDER YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE ITEMS PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT [illegible]

Proceeds of Loan From: _____

Amount $ _____ Finance Charge $ _____

Total $ _____ Payable in _____

installments of $ _____ _____

from this Loan is shown in item 6D.

to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable:

_____

10 Company _____

Term _____ Mos. or _____ Mile

Buyer X _____

HOW THIS CONTRACT CAN BE CHANGED: T contract contains the entire agreement between y and us relating to this contract. Any change to t contract must be in writing and both you and must sign it. No oral changes are binding.

Buyer Signs X _____

Co-Buyer Signs X _____

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

X _____ Buyer X _____ Co-Buyer

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X _____

Co-Buyer Signs X _____

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____, Year _____ SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED BY LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNABLE TO MEET THIS CERTIFICATE OF INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

THIS PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, NOT ANY OF THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

CO-B X _____ X _____

Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund.

Buyer Signature X _____ Co-Buyer Signature X _____

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X _____ Co-Buyer Signature X _____

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contrac and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than $40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YO CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, W GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT A REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE RE BOTH SIDES OF THIS CONTRACT, INCLUDING T ARBITRATION PROVISION ON THE REVERSE SIDE, BEFO SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X _____ Date _____ Co-Buyer Signature X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X _____ Date _____ Guarantor X _____ Date _____

Address _____ Address _____

Seller Signs _____ Date _____ By X _____ Title _____

LAW FORM NO. 553-CA-ARB (REV. 7/12) U.S. PATENT NO. 0460,782
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE (NON-CLASS ACTION)
Case Number BC517651

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)). There is additional information on the reverse side of this form.

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM	
	Hon. Daniel Buckley	1	534		Hon. Michael Johnson	56	514	
	Hon. Barbara A. Meiers	12	636		Hon. Ralph W. Dau	57	517	
	Hon. Terry A. Green	14	300		Hon. Rolf M. Treu	58	516	
	Hon. Richard Fruin	15	307		Hon. Michael L. Stern	62	600	
	Hon. Rita Miller	16	309		Hon. Mark Mooney	68	617	
	Hon. Richard E. Rico	17	309		Hon. William F. Fahey	69	621	
	Hon. Kevin C. Brazile	20	310		Hon. Soussan G. Bruguera	71	729	
	Hon. Robert L. Hess	24	314		Hon. Ruth Ann Kwan	72	731	
	Hon. Mary Ann Murphy	25	317		Hon. Teresa Sanchez-Gordon	74	735	
	Hon. Yvette M. Palazuelos	28	318					
	Hon. Barbara Scheper	30	400					
	Hon. Mary H. Strobel	32	406		**Hon. Emilie H. Elias**	**324**	**CCW**	
	Hon. Maureen Duffy-Lewis	38	412		**Hon. Elihu M. Berle***	**323**	**CCW**	
	Hon. Michelle R. Rosenblatt	40	414		OTHER			
	Hon. Ronald M. Sohigian	41	417					
	Hon. Holly E. Kendig	42	416					
	Hon. Mel Red Recana	45	529					
	Hon. Debre Katz Weintraub	47	507					
	Hon. Elizabeth Allen White	48	506					
	Hon. Deirdre Hill	49	509					
	Hon. John L. Segal	50	508					
	Hon. Abraham Khan	51	511					
	Hon. Susan Bryant-Deason	52	510					
	Hon. Steven J. Kleifield	53	513					
	Hon. Ernest M. Hiroshige	54	512					
	Hon. Malcolm H. Mackey	55	515					

***Complex**

All cases designated as complex (other than class actions) are initially assigned to Judge Elihu M. Berle in Department 323 of the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ JOHN A. CLARKE, Executive Officer/Clerk

By _____, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

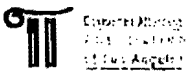
This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

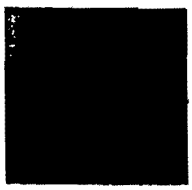
Superior Court of California
County of Los Angeles

Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel

Association of
Business Trial Lawyers

California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆Los Angeles County Bar Association Litigation Section◆

◆ Los Angeles County Bar Association Labor and Employment Law Section◆

◆Consumer Attorneys Association of Los Angeles◆

◆Southern California Defense Counsel◆

◆Association of Business Trial Lawyers◆

◆California Employment Lawyers Association◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – EARLY ORGANIZATIONAL MEETING		CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at ***www.lasuperiorcourt.org*** under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

   a. The party requesting the Informal Discovery Conference will:

      i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

      ii. Include a brief summary of the dispute and specify the relief requested; and

      iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

   b. Any Answer to a Request for Informal Discovery Conference must:

      i. Also be filed on the approved form (copy attached);

      ii. Include a brief summary of why the requested relief should be denied;

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iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

   It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:
   - ☐ Request for Informal Discovery Conference
   - ☐ Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. **For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION AND ORDER – MOTIONS IN LIMINE		CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

PE13-003.4 001177LC

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➤ _____ (ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____ _____ JUDICIAL OFFICER

Case Print Report

Case Number CAS-2362153-N7X2J7

Case Opened Date 3/20/2013 2:00 PM

Case Closed Date 3/26/2013

Case Status Resolved

Case Last Modified 3/26/2013 7:00 PM

Responsible Team Tier 1 Inbound

Case Classification Vehicle Concern > FIN Assist Request > CCT Criteria

Customer Name [redacted]

Customer Number 11799117350

1123 E 67TH ST

LOS ANGELES 90001

Email [redacted]

Dealer Airport Marina Ford

VIN 1FMCU03GX9K[redacted]

Year 2009 **Make** FORD

Model ESCAPE **Body Style** U03 - XLT 4X2 4-DR

Symptom

Level 1 Start/Run/Move

Level 2 Moving

Level 3 Shift quality steady state

Level 4 Intermittent

Case Print Report

Case Number CAS-2362153-N7X2J7

Agent Name	Note Last Modified
FordCRMAppUserAccount CRM	3/20/2013 2:04 PM

Customer Says: Purchased February 8th 2009 ford Escape 10200 miles. Vehicle has been in shop 5 times . Most recently on March 11 est. Harsh shifting is the issue and they cannot duplicate the issue according to customer. Customer states that no repairs were done for this since they cannot duplicate issue. Customer is talking to Robert SA

05563

Airport Marina Ford
5880 Centinela Ave.
Los Angeles, CA 90045
(877) 999-9546

Made OBC to DLR spoke to Robert SA who stated that they cannot duplicate the issue

CRC ADVISED: I will escalate your case/request to our Ford Regional Customer Service Manager who works daily with your dealership's management team His name is Mark Coll . 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. The case number that I have established for you today is CAS-2362153.

Carrie Boehm 3/21/2013 1:03 PM

CUST SAID
===WANTS TO KNOW WHAT WARRANTIES HE HAS ON THE VEH===HE WAS ADVISED YESTERDAY THAT HE HAD 3

CRC ADVISED
===ADVISED HIM OF THE 4 WARRANTIES ON HIS VEH(FACTORY POWERTRAIN, THE CPO PWERTRAIN AND PREMIUM CARE, AND THE PREMIUM CARE)===TOLD HIM ABOUT THE DEDUCTABLES AND THE RENTAL CAR COVERAGE===ALSO ADVISED HIM THAT HE WOULD GET A CALL BACK BY THE COB ON 03/22/13 IN REAGRDS TO THE CASE HE CALLED IN ABOUT ON 03/20/13

Mark Coll 3/22/2013 3:12 PM

*CSM MARK EXT 77749, AFTER REVIEW OF CASE NOTE, OASIS, AWS, GCQIS * OBC TO DLR *SPOKE TO S/M LEONARD, WHO SAYS DLR COULD NOT VERIFY TRANS CONCERN , CUST WILL COME INTO DLR ONE DAY NEXT WEEK TO TEST DRIVE WITH S/M AND TECH IN EFFORT TO DEMONSTRATE CONCERN * OBC TO CUST @ ([redacted]* SPOKE TO [redacted]Y , WHO SUGGESTS CSM CALL CUST ON HIS CELL #[redacted]*OBC TO CUST @ [redacted] *LVM , GAVE CONTACT INFO AND CASE #, SET F/U FOR 03-25

Case Print Report

Case Number CAS-2362153-N7X2J7

Mark Coll 3/22/2013 3:40 PM

*CSM MARK EXT 77749, IBC FROM CUST , WHO SAYS THAT DLR KEEPS TELLING HIM NOTHING IS WRONG WITH THE VEH BUT CUST FEELS THE TRANS SHIFTING HARSH , SAYS IT IS WORSE ON FIRST START IN THE MORNING WHEN VEH IS COLD , CUST DOES NOT WANT TO GO BACK TO DLR ONLY TO BE TOLD THIS IS NORMAL , SAYS IT IS NOT NORMAL * CSM ADVISES OF OUR ROLE , EXPLAINED THAT BEFORE WE CAN AUTH DLR TO MAKE WARRANTY REPAIRS , DLR WOULD FIRST HAVE TO DUPLICATE CONCERN , CUST WILL BRING VEH IN FOR TEST DRIVE , CSM TO WORK WITH DLR ON GETTING REPAIRS AND WILL F/U WITH CUST

Mark Coll 3/26/2013 6:59 PM

*CSM MARK EXT 77749 , OBC TO CUST @ [redacted] *CUST SAYS HE HAS NOT TAKEN VEH BACK IN , SAYS IT ONLY HAPPENS WHEN VEH IS COLD , SAYS HE TOOK IT IN BEFORE AND LEFT IT FOR TWO DAYS, SAYS DLR DID FIRST VERIFY ON COLD START THEN LATER THE VEH WAS FINE AND DLR MADE NO REPAIRS , CSM ADVISES THAT IF CUST DOES BRING VEH BACK IN AND WOULD LIKE ANY HELP FROM US , HE MAY CALL AT THAT TIME

Case Print Report

Case Number CAS-2362153-N7X2J7

Activity Modified By	Activity Last Modified	Activity Type	Activity Subject
Carrie Boehm	3/21/2013 12:55 PM	phonecall	CALL From - 3233166057
Mark Coll	3/26/2013 6:53 PM	fmc_transferescalate	Transfer / Escalate
Mark Coll	3/26/2013 7:00 PM	fmc_closecase	Close Case
Mark Coll	3/26/2013 7:00 PM	incidentresolution	Case Resolution

Case Print Report

Case Number MRS-17964434391415 80100001

Case Opened Date 12/9/2009 11:07 PM

Case Closed Date 2/20/2010

Case Status Resolved

Case Last Modified 7/27/2012 4:52 PM

Responsible Team Historical Team

Case Classification MORS History > INQUIRY > ROADSIDE ASSISTANCE > ROADSIDE ASSISTANCE REQUEST-WARRANTY COVERED

Customer Name [redacted]

Customer Number [redacted]

[redacted]

PLAYA DEL REY CA [redacted]

Email

Dealer

VIN 1FMCU03GX9K[redacted]

Year 2009 **Make** FORD

Model ESCAPE **Body Style** U03 - XLT 4X2 4-DR

Symptom

Level 1 Maintenance/ Pre Delivery

Level 2 Pre Delivery Check

Level 3 Other

Level 4 Other

Case Print Report

Case Number MRS-17964434391415 80100001

Historical Case Action Type	Origin Description	Action Modified By	Action Last Modified
ROADSIDE ASSISTANCE-TOW-WHEEL LIFT	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	12/9/2009 11:07:00 PM
DISPATCH COMPLETE			
ROADSIDE ASSISTANCE-TOW-WHEEL LIFT	CROSS COUNTRY MOTOR CLUB	SYSTEM1 SYSTEM1	2/20/2010 6:04:00 AM
DISPATCH SCHEDULED			

[redacted]

M1

ROMANO STANCROFF PC

Consumer Protection Attorneys

Steven G. Stancroff
Mark P. Romano
Karl P. Heil
Gary L. Mermanson
Adam E. Handy

801 West Ann Arbor Trail
Suite 232
Plymouth, MI 48170
Telephone (734)207-3377
Facsimile (734)207-3630
www.Michigan-Lemon-Laws.com
mromano@rslemonlaw.com

August 14, 2013

'13 AUG 19 A9:20
CONSUMER AFFAIRS SECTION

Ford Motor Company FCSD - Consumers Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

Re: [redacted]
2010 Ford Escape
VIN 1FMCU0DG1AK[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above named individual regarding claims against Ford Motor Company concerning defects with the above listed vehicle. This letter shall serve as notice of [redacted] claim. At this time, we have been authorized to attempt to resolve this matter without filing a lawsuit by submitting this claim to you.

[redacted] has experienced numerous problems with this vehicle. The limited written warranty provides that Ford Motor Company or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford Motor Company's inability to repair this vehicle is a violation of the Michigan Lemon Law and Magnuson-Moss Warranty Act. As such, [redacted] respectfully requests that Ford Motor Company **comply with the above statutes and pay all attorney fees and costs.**

Please be further advised that all communication regarding this matter must be directed to my office. This offer and all of its contents are for settlement purposes only. Thank you for your time and attention. I look forward to hearing from you.

Very truly yours

Romano Stancroff PC

Steven Stancroff

Romano Stancroff PC
Consumer Protection Attorneys
801 West Ann Arbor Trail Suite 232
Plymouth, MI 48170

Ford Motor Company FCSD - Consumers Affairs
16800 Executive Plaza Drive
Suite 3N-333
Mail Drop 3NE-B
Dearborn, MI 48126-4207

48126426280

PE13-003.4 001187LC

MICHIGAN REGISTRATION

RUTH JOHNSON
Secretary of State

Plate: [redacted] Expires: 04/24/2013

RENEWAL OF [redacted]

2010 FORD Sta Wgn

Vehicle No.: 1FMCU0DG1AK[redacted] Fee Cat. or Wt.: 000024

[redacted] County: OAKLAND

EASTPOINTE MI [redacted]

License Fee: 121.00

03292012 A089 K16 00202 121.00

TR-1L

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.suburbanforddeals.com

Facility Code = F158680

make the choice

CUSTOMER NO. 1330062	ADVISOR JIM SAELENS 1227	TAG NO. 3515	INVOICE DATE 07/01/10	INVOICE NO. SFCS766881
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 2,170	COLOR BLACK CLEAR	STOCK NO. LT103979
EASTPOINTE, MI [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/WAGON		DELIVERY DATE 05/03/10	DELIVERY MILES 14
	VEHICLE I.D. NO. 1 F M C U 0 D G 1 A K [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.T.E. NO.	P.O. NO.	R.O. DATE 06/21/10	
RE [redacted]	COMMENTS E# 99G	REPAIRS PROPERLY COMPLETED & CHECKED BY X		MILEAGE OUT MO: 2171

JOB# 1 CHARGES

LABOR

J# 1 03FTZ DRIVEABILITY TECH(S):12085 WARRANTY

CUSTOMER STATES THAT WRENCH LIGHT IS ON DASH, JERKS
WHILE DRIVING
42 7G391
ROAD TESTED AND VERIFIED THE CUST CONCERN.PERFORMED ELECTRON
IC TRANS DIAG.PCM P0770,P0773,P0734 SHIFT SOLENIOD E ELECT
RICAL.CONTACTED TECH HOT LINE WITH FINDINGS AND ADVISED TO
PERFORMED PINPOINT TEST AND CIRCUIT CET 18.CHECKED C175T TO
C168B CHECKED OUT OK,AND LOAD TESTED CIRCUIT CET18.OK.REMOVE
THE MAIN CONTROL COVER AND MAIN CONTROL TO REPLACE THE LEAD
FRAME CONNECTOR AND SOLENIOD BODY.REASSEMBLED AND RESEAL
THE MAIN CONTROL COVER.PERFORMED A SOLENIOD BODY ID PROCEDUR
AND SOLENIOD STRATEGY DRIVE CYCLE AFTER THE REPAIRS.CONCERN
REPAIRED.3.0L 6F35 M02129

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
	1		AL8Z-7G391-A	SOLENOID ASY		WARRANTY
	1		9L8Z-7G276-A	CONNECTOR		WARRANTY
	6		XT-10-QLVC	OIL - AUTOMATI		WARRANTY
				TOTAL - PARTS		0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX SFCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 [illegible]RENTAL() RENTAL TECH(S):999 WARRANTY

RENTAL VEHICLE
ESP
RENTAL VEHICLE

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION		
	1275066			RENTAL ESP		WARRANTY
				TOTAL - SUBLET		0.00

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX SFCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3 02FTA099P FORD INSPECTION TECH(S):12085 INTERNAL

FORD INSPECTION
FORD INSPECTION
FORD INSPECTION

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX SFCS JOB# 3 TOTAL 0.00

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

 CUSTOMER COPY (CONTINUED ON NEXT PAGE) 06:52pm

SERVICE INVOICE

The Reynolds and Reynolds Company 6RMNTR14E C0B0139.0 (08/07)
SF631083 O (09/09)

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.suburbanforddeals.com

Facility Code = F158680

make the choice

CUSTOMER NO. 1330062 [redacted]	ADVISOR JIM SAELENS 1227	TAG NO. 3515	INVOICE DATE 07/01/10
	LABOR RATE	LICENSE NO.	MILEAGE 2,170
EASTPOINTE, MI [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/WAGON		COLOR BLACK CLEAR
	VEHICLE I.D. NO. 1 F M C U 0 D G 1 A K [redacted]		DELIVERY DATE 05/03/10
	F.T.E. NO.	P.O. NO.	SELLING DEALER NO.
	COMMENTS E# 99G		R.O. DATE 06/21/10
		REPAIRS PROPERLY COMPLETED & CHECKED BY X	

INVOICE NO. SFCS766881
STOCK NO. LT103979
DELIVERY MILES 14
PRODUCTION DATE
MILEAGE OUT MO: 2171

TECHNICIAN CERTIFICATION
12085 MICHAEL FASSBENDER M167198

TOTALS

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

member of the SUBURBAN COLLECTION

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

The Reynolds and Reynolds Company BRANTBUKE OCBS8.0 (08/07)

 CUSTOMER COPY [END OF INVOICE] 06:52pm

SERVICE INVOICE

GINNY LYNN VOLLMER

Your complete satisfaction is important to us!

You may soon be receiving a short survey from the manufacturer regarding your recent service work. The return of this survey is very important to our dealership! If for some reason, you were not completely satisfied with every aspect of your service experience, please contact your service advisor JIM SAELENS, before you return the survey and he or she will personally make every effort to correct the situation. [redacted]

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS766881

S85-F

Thank you for your business!

GINNY LYNN VOLLMER

We Offer a AAA Discount every day at Suburban Ford of Sterling Heights

Present your AAA card for

5% OFF

Any work scheduled in our Service Department

See your Service Advisor for additional information!

Cannot be combined with any other offer. Must be used on future visit.

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS766881

BC34 Coupon Expires: October 31, 2010 S-143AAA

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.suburbanforddeals.com

Facility Code = F158680

make the choice

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
1330062	JEFFREY FREEMAN 12439	5515	08/12/10	SFCS807596

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		4,440	BLACK CLEAR	LT103979

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/ESCAPE/WAGON	05/03/10	14

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 0 D G 1 A K [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		08/12/10

COMMENTS	REPAIRS PROPERLY COMPLETED & CHECKED BY	MILEAGE OUT
E# 99G	X	MO: 4440

[redacted]

EASTPOINTE, MI [redacted]

[redacted]

[OWNER ADVANTAGE] 226 953 440
JOB# 1 CHARGES

LABOR
J# 1 27FTZ5Q1P OIL CHANGE TECH(S):12380 11.45
MOTORCRAFT OIL AND FILTER CHANGE 5 QUARTS 5W20/OR/5W30 CHECK
ALL OTHER FLUIDS AND TOP OFF, SET TIRE PRESSURES.
E
E
MOTORCRAFT OIL AND FILTER CHANGE 5 QUARTS. CHECK AND TOP OFF
ALL FLUIDS, SET TIRE PRESSURE.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	FL-500-S	FILTER ASY - O	6.75	6.75
	6	XO-5W20-QSP	OIL - ENGINE	3.00	18.00
			TOTAL - PARTS		24.75

MISC	CODE	DESCRIPTION	CONTROL NO	
	*OAN	OWNER ADVANTAGE NEW CAR		-39.51
			TOTAL - MISC	-39.51

JOB# 1 TOTALS

member of the SUBURBAN COLLECTION

LABOR	11.45
PARTS	24.75
MISC	-39.51
JOB# 1 JOURNAL PREFIX SFQS JOB# 1 TOTAL	-3.31

JOB# 2 CHARGES

LABOR
J# 1 [illegible]Z099P FORD INSPECTION TECH(S):12380 INTERNAL
FORD INSPECTION
FORD INSPECTION
GREEN TIRES, GREEN BATTERY, GREEN BRAKES

JOB# 2 TOTALS

CHRYSLER JOB# 2 JOURNAL PREFIX SFCS JOB# 2 TOTAL 0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # A	SS	FORD MISCELLANEOUS SUPPLIES		1.72
			TOTAL - MISC	1.72

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)
COMMENTS
WAIT

SAAB SATURN SUBARU TOYOTA

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

The Reynolds and Reynolds Company ERANTS14E CO0001 (09/07)

 [CONTINUED ON NEXT PAGE] 12:52pm

SERVICE INVOICE

6FB31069 D (09/08)

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.suburbanforddeals.com

Facility Code = F158680

make the choice

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
1330062	JEFFREY FREEMAN 12439	5515	08/12/10	SFCS807596

[redacted]
EASTPOINTE, MI [redacted]
[redacted]
[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		4,440	BLACK CLEAR	LT103979

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/ESCAPE/WAGON	05/03/10	14

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 0 D G 1 A K [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		08/12/10

COMMENTS	REPAIRS PROPERLY COMPLETED & CHECKED BY	MILEAGE OUT
E# 99G	X	MO: 4440

TOTALS

TOTAL LABOR....	11.45
TOTAL PARTS....	24.75
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	1.72
TOTAL MISC DISC	-39.51
TOTAL TAX.....	1.59
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

member of the SUBURBAN COLLECTION

ACURA AUDI BUICK CHRYSLER HONDA HUMMER Lamborghini mazda SAAB SATURN SUBARU TOYOTA

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

The Reynolds and Reynolds Company 8BAINTSH4E CC8083280 (08/07)

PAGE 2 OF 2 CUSTOMER COPY [END OF INVOICE] 12:52pm

SERVICE INVOICE

SFBS1069 D (08/09)

GINNY LYNN VOLLMER

In a Hurry?
Forgot to make an appointment?

Stop by our
Quick Lane TIRE & AUTO CENTER
for help with oil changes, tire rotations, alignments, and other "quick" services!

SUBURBAN (586) 268-7500
R.O. / Invoice No. SFCS807596

S-128

Thank you for your business!

GINNY LYNN VOLLMER

We Offer a AAA Discount every day at Suburban Ford of Sterling Heights

Present your AAA card for
5% OFF
Any work scheduled in our Service Department
See your Service Advisor for additional information!
Cannot be combined with any other offer. Must be used on future visit

SUBURBAN (586) 268-7500
R.O. / Invoice No. SFCS807596

BC34 Coupon Expires: 11/10/2010 S-145AAA

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO. 1330062	ADVISOR MICHAEL TEAR 12537	TAG NO. 5515	INVOICE DATE 08/22/11
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 16,710	INVOICE NO. SFCS24035
			COLOR BLACK CLEAR
EASTPOINTE, MI [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/WAGON		STOCK NO. LT103979
			DELIVERY DATE 05/03/10
	VEHICLE I.D. NO. 1 F M C U 0 D G 1 A K [redacted]		DELIVERY MILES 14
[redacted]	F.T.E. NO. / P.O. NO.		SELLING DEALER NO. / PRODUCTION DATE
			R.O. DATE 08/18/11
	COMMENTS E# 99G	REPAIRS PROPERLY COMPLETED & CHECKED BY X	MILEAGE OUT MO: 16711

[OWNER ADVANTAGE] 226 953 440

JOB# 1 CHARGES

LABOR

J# 1 27FTZ501P OIL CHANGE TECH(S):12088 INTERNAL
MOTORCRAFT OIL AND FILTER CHANGE 5 QUARTS 5W20/OR/5W30 CHECK
ALL OTHER FLUIDS AND TOP OFF. SET TIRE PRESSURES.
E
E
MOTORCRAFT OIL AND FILTER CHANGE 5 QUARTS, CHECK AND TOP OFF
ALL FLUIDS, SET TIRE PRESSURE.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	6	XO-5W20-QSP	OIL - ENGINE		INTERNAL
	1	FL-500-S	FILTER ASY - O		INTERNAL
				TOTAL - PARTS	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX SFQS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 27FTZ QUICK SERVICE [illegible] TECH(S):12088 0.00
CUSTOMER REQUEST MOA AND 44K ADDITIVES
DONE

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	110	FRICTION FIGHT	8.95	8.95
	1	208	44K	19.50	19.50
				TOTAL - PARTS	28.45

JOB# 2 TOTALS

PARTS 28.45

JOB# 2 JOURNAL PREFIX SFQS JOB# 2 TOTAL 28.45

JOB# 3 CHARGES

LABOR

J# 3 27FTZTPLUG PLUG TIRE TECH(S):12088 0.00
CUSTOMER STATES TIRE PRESSURE LIGHT KEEPS COMING ON
AND HAVE TO PUT AIR IN RIGHT FRONT TIRE
RECOMEND NEW R/F TIRE/ TEAR ON INNER SIDEWALL

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX SFQS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4 27FTZ100P [illegible] FILTER TECH(S):12088 [illegible]
REPLACE AIR FILTER
REPLACE AIR FILTER

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

PAID
AUG 2 2 2011

The Reynolds and Reynolds Company ERAN/TBHE CC606109 Q (01/11)

 [CONTINUED ON NEXT PAGE] 12:11pm

SERVICE INVOICE

SFS59712 Q (10/10)

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
1330062	MICHAEL TEAR 12537	5515	08/22/11	SFCS24035

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		16,710	BLACK CLEAR	LT103979

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/ESCAPE/WAGON	05/03/10	14

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 0 D G 1 A K [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		08/18/11

COMMENTS	REPAIRS PROPERLY COMPLETED & CHECKED BY	MILEAGE OUT
E# 99G	X	MO: 16711

[redacted]
EASTPOINTE, MI [redacted]
[redacted]

```
PARTS------QTY---FP-NUMBER--------------DESCRIPTION------------------UNIT PRICE-
             1     FA-1893               ELEMENT ASY -                   18.95      18.95
                                                              TOTAL - PARTS          18.95

MISC------CODE--------DESCRIPTION----------------------------CONTROL NO---------
              *OAP  OWNER ADVANTAGE PARTS                                          -5.00
              *OAS  OWNER ADVANTAGE SERVICE                                        -5.00
                                                              TOTAL - MISC         -10.00

JOB# 4 TOTALS-----------------------------------------------------------
                                                              LABOR                 9.00
                                                              PARTS                18.95
                                                              MISC                 -10.00

                                 JOB# 4 JOURNAL PREFIX SFQS  JOB# 4 TOTAL         17.95
JOB# 5 CHARGES----------------------------------------------------------------------

LABOR-------------------------------------------------------------------------------
J# 5 02FTZQ99P        FORD INSPECTION                  TECH(S):12088              INTERNAL
          FORD INSPECTION
          FORD INSPECTION
          FORD INSPECTION
          RIGHT FRONT TIRE INNER SIDEWALL DAMAGE

JOB# 5 TOTALS-----------------------------------------------------------

                                 JOB# 5 JOURNAL PREFIX SFQS  JOB# 5 TOTAL          0.00
JOB# 6 CHARGES----------------------------------------------------------------------

LABOR-------------------------------------------------------------------------------
J# 6 [illegible]       SUSPENSION                       TECH(S):12088              WARRANTY
          CUSTOMER STATES POPPING NOISE COMING FROM RIGHT FRONT WHEN T
          URNING NORMAL TURNING CK AND ADVISE
          10-22-8 A AND C
          VERIFIED NOISE. CK OASIS. PERFORMED 10-22-8. ROAD TEST WITH
          CHASSIS EARS. NECC TO ADJUST SUBFRAME TO CORRECT NOISE.
          ROAD TEST. NOISE NO LONGER PRESENT.

JOB# 6 TOTALS-----------------------------------------------------------

                                 JOB# 6 JOURNAL PREFIX SFCS  JOB# 6 TOTAL          0.00
JOB# 7 CHARGES----------------------------------------------------------------------

LABOR-------------------------------------------------------------------------------
J# 7 06FTZ            TRANSMISSION                     TECH(S):12506              WARRANTY
          CUSTOMER STATES VEHICLE FEELS LIKE VEHICLE IS HESTITATES WHE
          N ACCEL FROM A STOP OR WHEN TRING TO PASS SOMEONE

          FLUID FULL AND CLEAN NO UPDATES OR DTC'S ROAD TEST NPF

JOB# 7 TOTALS-----------------------------------------------------------

                                 JOB# 7 JOURNAL PREFIX SFCS  JOB# 7 TOTAL          0.00
```

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

X

REPAIRS PROPERLY COMPLETED & CHECKED BY

X

The Reynolds and Reynolds Company SRAMT3148 CC0008129 O (0111)

 (CONTINUED ON NEXT PAGE) 12:11pm

SERVICE INVOICE

SR69712 Q (1010)

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
1330062	MICHAEL TEAR 12537	5515	08/22/11	SFCS24035

[redacted]
EASTPOINTE, MI [redacted]
[redacted]
[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		16,710	BLACK CLEAR	LT103979

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/ESCAPE/WAGON	05/03/10	14

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 0 D G 1 A K [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		08/18/11

COMMENTS	REPAIRS PROPERLY COMPLETED & CHECKED BY	MILEAGE OUT
E# 99G	X	MO: 16711

MISC------CODE--------DESCRIPTION----------CONTROL NO---------
JOB # A SS FORD MISCELLANEOUS SUPPLIES 1.35
TOTAL - MISC 1.35

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $80.00 (+TAX)
COMMENTS----------
CALLED CUSTOMER 8/19 NEEDS TO KNOW IF NOISE HAPPENS WHEN BRAKING AN
TURNING AND WHEN VEHICLE IS WARM? LVMM ON 2483962464

TECHNICIAN CERTIFICATION----------
12088 JACOB BROWN M236459

TOTALS----------

TOTAL LABOR....	9.00
TOTAL PARTS....	47.40
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	1.35
TOTAL MISC DISC	-10.00
TOTAL TAX.....	2.93
TOTAL INVOICE $	**50.68**

[redacted]

LIMITED WARRANTY

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

The Reynolds and Reynolds Company SBAMT3U4E CC0006139 Q (01/11)

PAGE 3 OF 3 CUSTOMER COPY [END OF INVOICE] 12:11pm

SERVICE INVOICE

SF659712 Q (10/10)

GINNY LYNN VOLLMER

OPEN SATURDAYS FOR YOUR CONVENIENCE!

8:00 a.m. - 2:00 p.m.

Focusing on maintenance and light repairs

SUBURBAN (586) 268-7500

R.O. / Invoice No. SFCS24035

5-81

Thank you for your business!

BC34

GINNY LYNN VOLLMER

FEATURED SERVICE

A/C EVAPORATOR REFRESH!

$10.00 OFF

One of our trained A/C technicians will use a special EPA and USDA accepted product to freshen A/C and kill mold and fungi.

Cannot be combined with any other offer. Must be used on future visit

SUBURBAN (586) 268-7500

R.O. / Invoice No. SFCS24035

Coupon Expires: 11/20/2011

8-8

PE13-003.4 001195LC

SUBURBAN
make the choice

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.suburbanforddeals.com

Facility Code = F158680

R.O. NO'S. _____

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
05/05/11	999737	12227	12518	12452	I	27FTZWRKS	WORKS PACKAGE
				12452	I	02FTZQ99P	FORD INSPECTION
				12452	I	02FTZGBATT	GREEN BATTERY
				12452	I	02FTZGBK	GREEN BRAKE
				12452	I	02FTZGTIRE	GREEN TIRE
12/22/10	904951	8841	12439	12452	I	27FTZ5Q1P	OIL CHANGE

SALESPERSON NO. 12313 CHARLES M SMITLEY JR S E R V I C E STATE REG# F158680

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

VEHICLE I.D. NO. 1FMCU0DG1AK[redacted]
YEAR/MAKE/MODEL 10/FORD TRUCK/ESCAPE/WAGON
PRODUCTION DATE
STOCK NO. LT103979
LICENSE NO.
R.O. NO. 24035

[redacted]
EASTPOINTE, MI [redacted]

CUSTOMER NO. 1330062
SERVICE CONTRACT
DELIVERY DATE 05/03/10
DELIVERY MILES 14
SELLING DEALER NO.
R.O. DATE 08/18/11

COLOR BLACK CLEARCOAT/C
CONTRACT NO.
EXPIRATION DATE 05/03/16
EXPIRATION MILES 75,000
TAG NO. 5515

TURBO | M/MC FTZZ | AIR COND | P.S. | TRANS | MILEAGE 16,710 | ADVISOR NO. 12537 | ADVISOR MICHAEL TEAR

CALL WHEN READY ☐ YES ☐ NO [redacted]
INSURANCE COMPANY

TIME RECEIVED 12:10pm | DATE/TIME PROMISED 08/20/11 09:12am | PRIORITY 5

APPOINTMENT ☐ Yes ☒ No
E# 99G
LABOR RATE
APPROVED BY
CLAIM NUMBER

JOB

[OWNER ADVANTAGE] 226 953 440

ORIGINAL CUSTOMER ESTIMATE: TOTAL 80.00

X _____

1 I * 27FTZ5Q1P **OIL CHANGE**
MOTORCRAFT OIL AND FILTER CHANGE 5 QUARTS 5W20/OR/5W30 CHECK ALL OTHER FLUIDS AND TOP OFF, SET TIRE PRESSURES.
E
E

2 C * 27FTZ **QUICK SERVICE MAINT**
CUSTOMER REQUEST MOA AND 44K ADDITIVES

3 C * 27FTZTPLUG **PLUG TIRE**
CUSTOMER STATES TIRE PRESSURE LIGHT KEEPS COMING ON AND HAVE TO PUT AIR IN RIGHT FRONT TIRE

4 C * 27FTZ100P **RPL AIR FILTER** $ 236.00
REPLACE AIR FILTER

Slits inside outtee edge SIDE wall
Michelin Cross Terr SUV
235 x 70 x 16

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Not responsible for damage from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY: X

	DATE	TIME	BY
REVISED ESTIMATE (1) $			
REVISED ESTIMATE (2) $			
REVISED ESTIMATE (3) $			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____ CUSTOMER SIGNATURE

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that seller makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased, and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by seller include, but are not limited to, any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

DATE: SIGNED: X _____

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act.

X _____

THE ONLY WARRANTIES APPLYING TO THIS PART(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 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.

[CONTINUED ON NEXT PAGE]

The Reynolds and Reynolds Company SRAMTWO14E CO06139 Q (1/10)

 CUSTOMER COPY SERVICE WORK ORDER 24035

SUBURBAN
make the choice

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.suburbanforddeals.com

Facility Code = F158680

R.O. NO'S. _____

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
05/05/11	999737	12227	12518	12452	I	27FTZWRKS	WORKS PACKAGE
				12452	I	02FTZQ99P	FORD INSPECTION
				12452	I	02FTZGBATT	GREEN BATTERY
				12452	I	02FTZGBK	GREEN BRAKE
				12452	I	02FTZGTIRE	GREEN TIRE
12/22/10	904951	8841	12439	12452	I	27FTZSQ1P	OIL CHANGE

SALESPERSON NO. 12313 CHARLES M SMITLEY JR **S E R V I C E** STATE REG# F158680

VEHICLE I.D. NO. 1FMCU0DG1AK[redacted]	YEAR/MAKE/MODEL 10/FORD TRUCK/ESCAPE/WAGON	PRODUCTION DATE	STOCK NO. LT103979	LICENSE NO.	R.O. NO. 24035
[redacted]	CUSTOMER NO. 1330062 / SERVICE CONTRACT	DELIVERY DATE 05/03/10	DELIVERY MILES 14	SELLING DEALER NO.	R.O. DATE 08/18/11
EASTPOINTE, MI [redacted]	COLOR BLACK CLEARCOAT/C / CONTRACT NO.	EXPIRATION DATE 05/03/16	EXPIRATION MILES 75,000		TAG NO. 5515
	TURBO / M/MC FTZZ / AIR CONO. / P.S. / TRANS	MILEAGE 16,710	ADVISOR NO. 12537	ADVISOR MICHAEL TEAR	
[redacted] / BUSINESS PHONE [redacted]	INSURANCE COMPANY				
CALL WHEN READY ☐ YES ☐ NO	TIME RECEIVED 12:10pm / DATE/TIME PROMISED 08/20/11 09:12am / PRIORITY 5				
APPOINTMENT ☐ Yes ☒ No	E# 99G / LABOR RATE	APPROVED BY	CLAIM NUMBER		

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL

JOB

5 I * 02FTZQ99P ***FORD INSPECTION***
FORD INSPECTION

6 W 08FTZ ***SUSPENSION***
CUSTOMER STATES POPPING NOISE COMING FROM RIGHT FRONT WHEN T URNING NORMAL TURNING CK AND ADVISE

7 W 06FTZ ***TRANSMISSION***
CUSTOMER STATES VEHICLE FEELS LIKE VEHICLE IS HESTITATES WHE N ACCEL FROM A STOP OR WHEN TRING TO PASS SOMEONE

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Not responsible for damage from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY: X

	DATE	TIME	BY
REVISED ESTIMATE (1) $			
REVISED ESTIMATE (2) $			
REVISED ESTIMATE (3) $			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____ CUSTOMER SIGNATURE

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that seller makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased, and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by seller include, but are not limited to, any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

DATE: SIGNED: X _____

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

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X _____

THE ONLY WARRANTIES APPLYING TO THIS PART(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 PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITTLED 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.

24035

The Reynolds and Reynolds Company ERAINTWOHE CC3061B9 Q (11/10)

PAGE 2 OF 2 SERVICE WORK ORDER CUSTOMER COPY

GINNY LYNN VOLLMER

SAVE THIS COUPON!

Have our cashier punch this coupon each time you have an oil change.

Your 5th oil change will be FREE!

1 2 3 4 FREE

Cannot be combined with any other offer.

SUBURBAN (586) 268-7500 R.O. / Invoice No. 24035

S-127

GINNY LYNN VOLLMER

FOUR-WHEEL TIRE ROTATION!

RECOMMENDED EVERY OTHER OIL CHANGE!

Includes inspection of tire condition and pressure

Please contact your Service Advisor for additional information.

SUBURBAN (586) 268-7500 R.O. / Invoice No. 24035

S-208

GINNY LYNN VOLLMER

WE HAVE THE ACCESSORIES YOU NEED TO INDIVIDUALIZE

FORD MERCURY LINCOLN

FLOOR MATS
BEDLINERS
FOG LAMPS
REMOTE STARTS
ALL-WEATHER MATS
AND MUCH MORE!

WE ALSO CARRY A COMPLETE LINE OF CAR CARE PRODUCTS TO KEEP YOUR VEHICLE LOOKING GOOD!

SUBURBAN (586) 268-7500 R.O. / Invoice No. 24035

PR-65

PE13-003.4 001197LC

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
1330062	BRIAN MOORE 12442	4515	01/05/12	SFCS44566
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE 20,987		COLOR BLACK CLEAR	STOCK NO. LT103979
EASTPOINTE, MI [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/WAGON		DELIVERY DATE 05/03/10	DELIVERY MILES 14
	VEHICLE I.D. NO. 1 F M C U 0 D G 1 A K [redacted]		SELLING DEALER NO	PRODUCTION DATE
[redacted]	F.T.E. NO. / P.O. NO.		R.O. DATE 01/05/12	
RESIDENCE PHONE / BUSINESS PHONE [redacted]	COMMENTS E# 99G	REPAIRS PROPERLY COMPLETED & CHECKED BY X		MILEAGE OUT MO: 20987

[OWNER ADVANTAGE] 226 953 440

JOB# 1 CHARGES

LABOR

J# 1 27FTZ5Q1P OIL CHANGE TECH(S):12553 INTERNAL
MOTORCRAFT OIL AND FILTER CHANGE 5 QUARTS 5W20/OR/5W30 CHECK
ALL OTHER FLUIDS AND TOP OFF. SET TIRE PRESSURES.
MOTORCRAFT OIL AND FILTER CHANGE 5 QUARTS. CHECK AND TOP OFF
ALL FLUIDS. SET TIRE PRESSURE.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	FL-500-S	FILTER ASY - O		INTERNAL
	6	XO-5W20-QSP	OIL - ENGINE		INTERNAL
			TOTAL - PARTS		0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX SFQS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 27FTZ230P TIRE ROTATION TECH(S):12553 INTERNAL
ROTATE ALL 4 TIRES
CHECK AND RESET TIRE PRESSURE
COMPLETED 4 WHEEL TIRE ROTATION

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX SFQS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3 02FTZ089P FORD INSPECTION TECH(S):12553 INTERNAL
FORD INSPECTION
FORD INSPECTION
GREEN TIRES GREEN BATTERY YELLOW BRAKES IN FRONT

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX SFQS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4 02FTZ6TIRE 1 GREEN TIRE TECH(S):12553 INTERNAL
GREEN TIRE
GREEN TIRE

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX SFCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES

LABOR

J# 5 02FTZGBATT GREEN BATTERY TECH(S):12553 INTERNAL
GREEN BATTERY

LIMITED WARRANTY

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

 [CONTINUED ON NEXT PAGE] 01:47pm

SERVICE INVOICE

The Reynolds and Reynolds Company ENMTS3148 CO0013 Q (9/01)
SF558712 Q (10/12)

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO. 1330062	ADVISOR BRIAN MOORE 12442	TAG NO. 4515	INVOICE DATE 01/05/12	INVOICE NO. SFCS44566
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 20,987	COLOR BLACK CLEAR	STOCK NO. LT103979
EASTPOINTE, MI [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/WAGON		DELIVERY DATE 05/03/10	DELIVERY MILES 14
[redacted]	VEHICLE I.D. NO. 1 F M C U 0 D G 1 A K [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 01/05/12	
RESIDENCE PHONE / BUSINESS PHONE [redacted]	COMMENTS E# 99G	REPAIRS PROPERLY COMPLETED & CHECKED BY X		MILEAGE OUT MO: 20987

GREEN BATTERY
GREEN BATTERY

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX SFCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES----------

LABOR----------
J# 6+02FTZYBK YELLOW BRAKE TECH(S):12553 INTERNAL
YELLOW BRAKE
YELLOW BRAKE

JOB# 6 TOTALS----------

JOB# 6 JOURNAL PREFIX SFCS JOB# 6 TOTAL 0.00

COMMENTS----------
WAIT

TOTALS----------

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

LIMITED WARRANTY

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

The Reynolds and Reynolds Company ERAINTS14E CC608129 Q (01/11)

PAGE 2 OF 2 CUSTOMER COPY [END OF INVOICE] 01:47pm

SERVICE INVOICE

SF659712 Q (10/10)

GINNY LYNN VOLLMER

BG COOLING SYSTEM POWER FLUSH!

- Perform pressured chemical system flush
- Refill with new coolant (up to 2 gallons)
- Inspect belts and hoses

$10.00 OFF

Please contact your Service Advisor for additional information!

Cannot be combined with any other offer. Must be used on future visit

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS44566

Coupon Expires: 4/4/2012 S-57

GINNY LYNN VOLLMER

OPEN SATURDAYS FOR YOUR CONVENIENCE!

8:00 a.m. - 2:00 p.m.

Focusing on maintenance and light repairs

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS44566

S-81

GINNY LYNN VOLLMER

Shuttle Service

FREE

10 Mile Radius

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS44566

S-180

SUBURBAN
make the choice

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.suburbanforddeals.com

Facility Code = F158680

R.O. NO'S. _____

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
27FTZ30MI	30000 MAINTENANCE	MO	330.00	27FTZ30K/60K	30000 MAINTENANCE	MO	221.00

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
01/05/12	44500	20987	12442	12553	I	27FTZ5QIP	OIL CHANGE
				12553	I	27FTZ30P	TIRE ROTATION
				12553	I	02FTZQ99P	FORD INSPECTION
				12553	I	02FTZGTIRE	GREEN TIRE
				12553	I	02FTZGBATT	GREEN BATTERY
				12553	I	02FTZYBK	YELLOW BRAKE

SALESPERSON NO. 12313 CHARLES M SMITLEY JR S E R V I C E STATE REG# F158680

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

VEHICLE IDENTIFICATION NO. 1FMCU0DG1AK[redacted] | YEAR/MAKE/MODEL 10/FORD TRUCK/ESCAPE/WAGON | PRODUCTION DATE | STOCK NO. LT103979 | LICENSE NO. | R.O. NO. 64008

[redacted]
EASTPOINTE, MI [redacted]
[redacted]

CUSTOMER NO. 1330062 | SERVICE CONTRACT | DELIVERY DATE 05/03/10 | DELIVERY MILES 14 | SELLING DEALER NO. | R.O. DATE 05/08/12

COLOR BLACK CLEARCOAT/C | CONTRACT NO | EXPIRATION DATE 05/03/16 | EXPIRATION MILES 75,000 | TAG NO. 615

TURBO | MAKE FTZZ | AIR COND. | P.S. | TRANS | MILEAGE 26,072 | ADVISOR 12588 | ADVISOR JAMES BECKMAN

INSURANCE COMPANY

CALL WHEN READY ☐ YES ☐ NO | TIME RECEIVED 11:24am | DATE PROMISED 05/08/12 06:30pm | PRIORITY 3

APPOINTMENT ☐ Yes ☐ No | E# 99G | LABOR RATE | APPROVED BY | CLAIM NUMBER

JOB

[OWNER ADVANTAGE] 226 953 440

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X _____

COMMENTS :
WAIT

1+ C 04FTZ BRAKES
CUSTOMER STATES THERE IS A PULSE WHEN BRAKING TURN ROTORS AN REPLACE PADS PER CUSTOMER

2+ W 06FTZ SUSPENSION
CUSTOMER STATES THERE IS A CLUNKING NOISE WHEN TAKING OFF AND TURNING R

3+ I 02FTZQ99P FORD INSPECTION
FORD INSPECTION

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Not responsible for damage from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY: X

REVISED ESTIMATE (1) $	DATE	TIME	BY
REVISED ESTIMATE (2) $			
REVISED ESTIMATE (3) $			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES.

X _____ CUSTOMER SIGNATURE

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that seller makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased, and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by seller include, but are not limited to, any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

DATE: SIGNED: X _____

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act.

X _____

THE ONLY WARRANTIES APPLYING TO THIS PART(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 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.

64008

The Reynolds and Reynolds Company EMANTWO14E CC698139 Q (12/11)

PAGE 1 OF 1 REPRINT # 1 CUSTOMER COPY
SERVICE WORK ORDER

GINNY LYNN VOLLMER

IT'S NOT TOO LATE TO EXTEND YOUR WARRANTY COVERAGE!

Your factory warranty will expire soon. We have many plans available to suit your needs. See one of our finance managers today.

GINNY LYNN VOLLMER

BG

TRANSMISSION FLUSH

Protect your transmission with our total fluid exchange

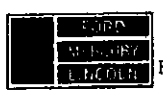
- *Replaces all your fluids, not just a few quarts*
- *Extends transmission life*
- *Improves performance*

$10.00 OFF

Applicable to most makes and models

GINNY LYNN VOLLMER

WE HAVE THE ACCESSORIES YOU NEED TO INDIVIDUALIZE



FLOOR MATS
BEDLINERS
FOG LAMPS
REMOTE STARTS
ALL-WEATHER MATS
AND MUCH MORE!

WE ALSO CARRY A COMPLETE LINE OF CAR CARE PRODUCTS TO KEEP YOUR VEHICLE LOOKING GOOD!

SUBURBAN (586) 268-7500 R.O. / Invoice No. 64008 CS-4

SUBURBAN (586) 268-7500 R.O. / Invoice No. 64008 S-222

SUBURBAN (586) 268-7500 R.O. / Invoice No. 64008 PR-65

PE13-003.4 001200LC

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
1330062	JAMES BECKMAN 12568	6515	05/08/12	SFCS63483

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		26,072	BLACK CLEAR	LT103979

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/ESCAPE/WAGON	05/03/10	14

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 0 D G 1 A K [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		05/04/12

[redacted]
EASTPOINTE, MI [redacted]
[redacted]

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	REPAIRS PROPERLY COMPLETED & CHECKED BY	MILEAGE OUT
[redacted]	[redacted]	E# 99G	X	MO: 26072

[OWNER ADVANTAGE] 226 953 440

JOB# 1 CHARGES

LABOR

J# 1 27FTZ5Q1P OIL CHANGE TECH(S):12088 INTERNAL
PEFORM OIL CHANGE
CHECK AND SET TIRE PRESSURE
NORMAL MAINT.
PERFORMED LOF/TOP OFF ALL FLUIDS AND ROTATE TIRES

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	FL-500-S	FILTER ASY - O		INTERNAL
	6	XO-5W20-QSP	OIL - ENGINE		INTERNAL
				TOTAL - PARTS	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX SFQS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 02FTZQ99P FORD INSPECTION TECH(S):12088 INTERNAL
FORD INSPECTION
FORD INSPECTION
FORD INSPECTION
TIRE TREAD DEPTH 5/32 AND 6/32 BRAKE READING YELLOW

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
	2030247		05/08/12	ESP RENTAL	WARRANTY
	2030247		05/08/12	TAX SH-1713	5.40
				TOTAL - SUBLET	5.40

JOB# 2 TOTALS

SUBLET 5.40

JOB# 2 JOURNAL PREFIX SFQS JOB# 2 TOTAL 5.40

JOB# 3 CHARGES

LABOR

J# 3 06FTZ TRANSMISSION TECH(S):12506 WARRANTY
CUSTOMER STATES THERE IS A HARD SHIFT BETWEEN FIRST AND
SCOND GEAR
RECAL 04
HAS HARSH SHIFTS REPROGRAM PCM PER TSB 111208A 0.7 HR

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX SFCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4 08FTZ SUSPENSION TECH(S):12088 INTERNAL
CUSTOMER STATES THERE IS ACLUNKING NOISE WHEN TAKEING OFF

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

The Reynolds and Reynolds Company ERANTBV.rdl CC60829 Q (01/11)

 [CONTINUED ON NEXT PAGE] 11:14am

SERVICE INVOICE

SF859712 Q (10/10)

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO. 1330062	ADVISOR JAMES BECKMAN 12568	TAG NO. 6515	INVOICE DATE 05/08/12	INVOICE NO. SFCS63483
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 26,072	COLOR BLACK CLEAR	STOCK NO LT103979
EASTPOINTE, MI [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/WAGON		DELIVERY DATE 05/03/10	DELIVERY MILES 14
	VEHICLE I.D. NO. 1 F M C U 0 D G 1 A K [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.T.E. NO.	P.O. NO.	R.O. DATE 05/04/12	
[redacted]	COMMENTS E# 99G	REPAIRS PROPERLY COMPLETED & CHECKED BY X		MILEAGE OUT MO: 26072

ROAD TEST FOR NOISE, CK FRONT SUSPENSION AND STEERING.
OK AT THIS TIME. TECHNICIAN REQUEST ROAD TEST WITH
CUSTOMER.

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX SFCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------

J# 5+27FTZ230P TIRE ROTATION TECH(S):12088 19.95
ROTATE ALL 4 TIRES
CHECK AND RESET TIRE PRESSURE
COMPLETED 4 WHEEL TIRE ROTATION

JOB# 5 TOTALS----------

LABOR 19.95

JOB# 5 JOURNAL PREFIX SFQS JOB# 5 TOTAL 19.95

MISC------CODE--------DESCRIPTION----------CONTROL NO---------

JOB # A SS FORD MISCELLANEOUS SUPPLIES 2.99

TOTAL - MISC 2.99

ESTIMATE----------

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $49.00 (+TAX)
APPROVED REVISED ESTIMATE (# 1) OF $60.00 (+TAX) ON 05/08/12 AT 11:04am
BY 12589 COMMENTS

COMMENTS----------

DROP OFF

TECHNICIAN CERTIFICATION----------

12088 JACOB BROWN M236459

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

The Reynolds and Reynolds Company ERAINTSHL Codeline2 © (5111)

 [CONTINUED ON NEXT PAGE] 11:14am

SERVICE INVOICE

BF8597 12 Q (10/10)

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO. 1330062	ADVISOR JAMES BECKMAN 12568	TAG NO. 6515	INVOICE DATE 05/08/12	INVOICE NO. SFCS63483
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE 26,072		COLOR BLACK CLEAR	STOCK NO. LT103979
EASTPOINTE, MI [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/WAGON		DELIVERY DATE 05/03/10	DELIVERY MILES 14
[redacted]	VEHICLE I.D. NO. 1 F M C U 0 D G 1 A K [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		R.O. DATE 05/04/12	
[redacted]	COMMENTS E# 99G	REPAIRS PROPERLY COMPLETED & CHECKED BY X		MILEAGE OUT MO: 26072

TOTALS

* NEXT RECOMMENDED SERVICE: *
* 05/02/2014 / 52023 MI 27FTZ30HI 30000 MAINTENANCE *

TOTAL LABOR....	19.95
TOTAL PARTS....	0.00
TOTAL SUBLET...	5.40
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	2.99
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.18
TOTAL INVOICE $	**28.52**

THANK YOU FOR YOUR BUSINESS!!

ORIGINAL ESTIMATE
HAS BEEN REVISED

CUSTOMER SIGNATURE

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X [signature]

The Reynolds and Reynolds Company ERAINTBIHC CC008129 Q (01/11)

PAGE 3 OF 3 CUSTOMER COPY [END OF INVOICE] 11:14am

SF659712 Q (10/10)

SERVICE INVOICE

GINNY LYNN VOLLMER

BG Brake Fluid Flush

$10.00 OFF

- Important for A.B.S. system
- Flush master cylinder - A.B.S. components
- Caliper - wheel cylinders & hydraulic lines
- Install new fluid

Cannot be combined with any other offer. Must be used on future visit

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS63483

Coupon Expires: 8/6/2012 S-52

GINNY LYNN VOLLMER

BG FUEL SYSTEM SERVICE

FOR BETTER ENGINE PERFORMANCE!!

$10.00 OFF

- Clean throttle body
- Clean combustion camber
- Add fuel additive to tank

DISCOUNT IN EFFECT FOR MOST MAKES AND MODELS.

CALL OR SEE YOUR SERVICE ADVISOR FOR AN APPOINTMENT.

Cannot be combined with any other offer. Must be used on future visit

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS63483

Coupon Expires: 8/6/2012 S-111

GINNY LYNN VOLLMER

We Offer a AAA Discount every day at Suburban Ford of Sterling Heights

Present your AAA card for

5% OFF

Any work scheduled in our Service Department

See your Service Advisor for additional information!

Cannot be combined with any other offer. Must be used on future visit

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS63483

Coupon Expires: 8/6/2012 S-145AAA

PE13-003.4 001203LC

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO. 1330062	ADVISOR JAMES BECKMAN 12568	TAG NO. 6515	INVOICE DATE 05/08/12	INVOICE NO. SFCS63483
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE 26,072		COLOR BLACK CLEAR	STOCK NO. LT103979
EASTPOINTE, MI [redacted]	YEAR/MAKE/MODEL 10/FORD TRUCK/ESCAPE/WAGON		DELIVERY DATE 05/03/10	DELIVERY MILES 14
	VEHICLE I.D. NO. 1FMCU0DG1AK [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.T.E. NO. / P.O. NO.		R.O. DATE 05/04/12	REPRINT# 2
[redacted]	COMMENTS # 99G	REPAIRS PROPERLY COMPLETED & CHECKED BY X		MILEAGE OUT MO: 26072

[OWNER ADVANTAGE] 226 953 440

JOB# 1 CHARGES

LABOR

J# 1 27FTZ5Q1P	OIL CHANGE	TECH(S):12088	INTERNAL

PEFORM OIL CHANGE
CHECK AND SET TIRE PRESSURE
NORMAL MAINT.
PERFORMED LOF/TOP OFF ALL FLUIDS AND ROTATE TIRES

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	FL-500-S	FILTER ASY - O		INTERNAL
	6	XO-5W20-QSP	OIL - ENGINE		INTERNAL
			TOTAL - PARTS		0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX SFQS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 02FTZQ99P	FORD INSPECTION	TECH(S):12088	INTERNAL

FORD INSPECTION
FORD INSPECTION
FORD INSPECTION
TIRE TREAD DEPTH 5/32 AND 6/32 BRAKE READING YELLOW

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
	2030247		05/08/12	VIP RENTAL	WARRANTY
	2030247		05/08/12	TAP PER REMO	WARRANTY
	2030247		05/08/12	CP TAX SH-1713	1.68
				TOTAL - SUBLET	1.68

JOB# 2 TOTALS

SUBLET 1.68

JOB# 2 JOURNAL PREFIX SFQS JOB# 2 TOTAL 1.68

JOB# 3 CHARGES

LABOR

J# 3 06FTZ	TRANSMISSION	TECH(S):12506	WARRANTY

CUSTOMER STATES THERE IS A HARD SHIFT BETWEEN FIRST AND
SCOND GEAR
RECAL 04
HAS HARSH SHIFTS REPROGRAM PCM PER TSB 111208A 0.7 HR

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX SFCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4 08FTZ	SUSPENSION	TECH(S):12088	INTERNAL

CUSTOMER STATES THERE IS ACLUMKING NOISE WHEN TAKEING OFF

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

PAID
MAY 08 2012

 (CONTINUED ON NEXT PAGE) 03:52pm

SERVICE INVOICE

SF636712 D (10/10)

The Reynolds and Reynolds Company ERA-NT8145 CO08(29 Q (01/1)

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
1330062	JAMES BECKMAN 12568	6515	05/08/12	SFCS63483

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		26,072	BLACK CLEAR	LT103979

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/ESCAPE/WAGON	05/03/10	14

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 0 D G 1 A K [redacted]		

F. T. E. NO.	P. O. NO.	R. O. DATE	
		05/04/12	REPRINT# 2

COMMENTS	REPAIRS PROPERLY COMPLETED & CHECKED BY	MILEAGE OUT
E# 99G	X	MO: 26072

[redacted]
EASTPOINTE, MI [redacted]
[redacted]
F [redacted]

ROAD TEST FOR NOISE, CK FRONT SUSPENSION AND STEERING.
OK AT THIS TIME. TECHNICIAN REQUEST ROAD TEST WITH
CUSTOMER.

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX SFCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------
J# 5+27FTZ230P TIRE ROTATION TECH(S):12088 19.95
ROTATE ALL 4 TIRES
CHECK AND RESET TIRE PRESSURE
COMPLETED 4 WHEEL TIRE ROTATION

JOB# 5 TOTALS----------
LABOR 19.95

JOB# 5 JOURNAL PREFIX SFQS JOB# 5 TOTAL 19.95

JOB# 6 CHARGES----------

LABOR----------
J# 6+04FTZ BRAKES TECH(S):12088 150.00
CUSTOMER STATES THERE IS A PULSE WHEN BRAKING REPLACE PADS
AND TURN ROTORS PER CUSTOMER
REPLACED FRONT BRAKE LININGS AND MACHINED ROTORS. ROAD TEST
VERIFIED BRAKE OP OK.

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
	1		BR-1047-B	PAD	49.95	49.95
					TOTAL - PARTS	49.95

MISC	CODE	DESCRIPTION	CONTROL NO	
	DPFO	FORD PARTS DISCOUNT		-9.99
	DSFO	FORD LABOR DISCOUNT		-9.99
			TOTAL - MISC	-19.98

JOB# 6 TOTALS----------

LABOR	150.00
PARTS	49.95
MISC	-19.98

JOB# 6 JOURNAL PREFIX SFQS JOB# 6 TOTAL 179.97

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # A	SS	FORD MISCELLANEOUS SUPPLIES		25.49
			TOTAL - MISC	25.49

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $300.00 (+TAX)
APPROVED REVISED ESTIMATE (# 1) OF $60.00 (+TAX) ON 05/08/12 AT 11:04am
BY 12589 COMMENTS
APPROVED REVISED ESTIMATE (# 2) OF $300.00 (+TAX) ON 05/08/12 AT 03:27pm
BY 12563 COMMENTS

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

The Reynolds and Reynolds Company ERAINTSI14E C2608128 Q (07/11)

 [CONTINUED ON NEXT PAGE] 03:52pm

SERVICE INVOICE

SF650712 Q (10/10)

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO. 1330062	ADVISOR JAMES BECKMAN 12568	TAG NO. 6515	INVOICE DATE 05/08/12	INVOICE NO. SFCS63483
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE 26,072		COLOR BLACK CLEAR	STOCK NO. LT103979
EASTPOINTE, MI [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/WAGON		DELIVERY DATE 05/03/10	DELIVERY MILES 14
	VEHICLE I.D. NO. 1 F M C U 0 D G 1 A K [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.T.E. NO. / P.O. NO.		R.O. DATE 05/04/12	REPRINT# 2
	COMMENTS E# 99G	REPAIRS PROPERLY COMPLETED & CHECKED BY X		MILEAGE OUT MO: 26072

COMMENTS----------
DROP OFF
10% OFF WILD CARD SERVICE

TECHNICIAN CERTIFICATION----------
12088 JACOB BROWN M236459

TOTALS----------

****
* NEXT RECOMMENDED SERVICE: *
* 05/02/2014 / 52023 MI 27FTZ30MI 30000 MAINTENANCE *
****

TOTAL LABOR....	169.95
TOTAL PARTS....	49.95
TOTAL SUBLET...	1.68
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	25.49
TOTAL MISC DISC	-19.98
TOTAL TAX.....	4.53
TOTAL INVOICE $	**231.62**

THANK YOU FOR YOUR BUSINESS!!

ORIGINAL ESTIMATE
HAS BEEN REVISED

CUSTOMER SIGNATURE

LIMITED WARRANTY

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STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

The Reynolds and Reynolds Company. BRANTBI HE. 0C06129 D (01/11)

PAGE 3 OF 3 CUSTOMER COPY [END OF INVOICE] 03:52pm

SERVICE INVOICE

GINNY LYNN VOLLMER

BG Brake Fluid Flush

$10.00 OFF

- Important for A.B.S. system
- Flush master cylinder - A.B.S. components
- Caliper - wheel cylinders & hydraulic lines
- Install new fluid

Cannot be combined with any other offer. Must be used on future visit

SUBURBAN (586) 268-7500

R.O. / Invoice No. SFCS63483

Coupon Expires: 6/6/2012 S-52

GINNY LYNN VOLLMER

BG FUEL SYSTEM SERVICE

FOR BETTER ENGINE PERFORMANCE!!

$10.00 OFF

- Clean throttle body
- Clean combustion camber
- Add fuel additive to tank

DISCOUNT IN EFFECT FOR MOST MAKES AND MODELS.

CALL OR SEE YOUR SERVICE ADVISOR FOR AN APPOINTMENT.

Cannot be combined with any other offer. Must be used on future visit

SUBURBAN (586) 268-7500

R.O. / Invoice No. SFCS63483

Coupon Expires: 6/6/2012 S-111

GINNY LYNN VOLLMER

We Offer a AAA Discount every day at Suburban Ford of Sterling Heights

Present your AAA card for

5% OFF

Any work scheduled in our Service Department

See your Service Advisor for additional information!

Cannot be combined with any other offer. Must be used on future visit

SUBURBAN (586) 268-7500

R.O. / Invoice No. SFCS63483

Coupon Expires: 6/6/2012 S-145AAA

SUBURBAN
make the choice

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.suburbanforddeals.com

Facility Code = F158680

R.O. NO'S. _____

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
27FTZ30MI	30000 MAINTENANCE	MI	350.00	27FTZ30K/60K	30000 MAINTENANCE	MI	221.00

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
05/04/12	63483	26072	12568	12088	I	27FTZ5Q1P	OIL CHANGE
				12088	I	02FTZQ99P	FORD INSPECTION
				12506	W	06FTZ	TRANSMISSION
				12088	I	08FTZ	SUSPENSION
				12088	C	27FTZ230P	TIRE ROTATION
				12088	C	04FTZ	BRAKES

SALESPERSON NO. 12313 CHARLES M SMITLEY JR S E R V I C E STATE REG# F158680

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL

VEHICLE I.D. NO. 1FMCU0DG1AK[redacted]
YEAR/MAKE/MODEL 10/FORD TRUCK/ESCAPE/WAGON
[redacted]
EASTPOINTE, MI [redacted]
[redacted]

PRODUCTION DATE	STOCK NO.	LICENSE NO.	R.O. NO.
	LT103979		79479

CUSTOMER NO.	SERVICE CONTRACT	DELIVERY DATE	DELIVERY MILES	SELLING DEALER NO.	R.O. DATE
1330062		05/03/10	14		08/06/12

COLOR	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES	TAG NO.
BLACK CLEARCOAT/C		05/03/16	75,000	6515

TURBO	M/MC	AIR COND	P.S.	TRANS	MILEAGE	ADVISOR NO.	ADVISOR
	FTZZ				31,135	12600	LOUIS PLOTZKE

RESIDENCE PHONE [redacted] BUSINESS PHONE [redacted]
CALL WHEN [redacted]
INSURANCE COMPANY

READY	TIME RECEIVED	DATE/TIME PROMISED	PRIORITY
☐ YES ☐ NO	10:13am	08/06/12 11:42am	3

APPOINTMENT ☐ Yes ☒ No — E# 99G — LABOR RATE

APPROVED BY — CLAIM NUMBER

JOB

[OWNER ADVANTAGE] 226 953 440

ORIGINAL CUSTOMER ESTIMATE: TOTAL 27.00

X _____

COMMENTS :
WAITING

1 C * 27FTZWRKS ~~L.Y.~~ ***WORKS PACKAGE***
PERFORM THE WORKS/TIRE ROTATION AND OIL CHANGE
CHECK AND SET TIRE PRESSURE

2 ~~I.V. 02FTZQ99P~~ ***FORD INSPECTION***
FORD INSPECTION

I hereby authorize the repair work herein set forth to be done along with the necessary materials and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Not responsible for damage from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY: X

	DATE	TIME	BY
REVISED ESTIMATE (1) $			
REVISED ESTIMATE (2) $			
REVISED ESTIMATE (3) $			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____ CUSTOMER SIGNATURE

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that seller makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased, and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by seller include, but are not limited to, any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

DATE: SIGNED: X _____

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act.

X _____

THE ONLY WARRANTIES APPLYING TO THIS PART(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 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.

The Reynolds and Reynolds Company ERMANTWO14E CC808139 Q (12/11)

PAGE 1 OF 1 SERVICE WORK ORDER CUSTOMER COPY 79479

GINNY LYNN VOLLMER

IT'S NOT TOO LATE TO EXTEND YOUR WARRANTY COVERAGE!

Your factory warranty will expire soon. We have many plans available to suit your needs. See one of our finance managers today.

SUBURBAN (586) 268-7500 R.O. / Invoice No. 79479

GINNY LYNN VOLLMER

FOUR-WHEEL TIRE ROTATION!

RECOMMENDED EVERY OTHER OIL CHANGE!

Includes inspection of tire condition and pressure

Please contact your Service Advisor for additional information.

SUBURBAN (586) 268-7500 R.O. / Invoice No. 79479

GINNY LYNN VOLLMER

WE HAVE THE ACCESSORIES YOU NEED TO INDIVIDUALIZE

FLOOR MATS
BEDLINERS
FOG LAMPS
REMOTE STARTS
ALL-WEATHER MATS
AND MUCH MORE!

WE ALSO CARRY A COMPLETE LINE OF CAR CARE PRODUCTS TO KEEP YOUR VEHICLE LOOKING GOOD!

SUBURBAN (586) 268-7500 R.O. / Invoice No. 79479

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO. 1330062	ADVISOR LOUIS PLOTZKE 12600	TAG NO. 6515	INVOICE DATE 08/06/12	INVOICE NO. SFCS79479
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 31,135	COLOR BLACK CLEAR	STOCK NO. LT103979
EASTPOINTE, MI [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/WAGON		DELIVERY DATE 05/03/10	DELIVERY MILES 14
[redacted]	VEHICLE I.D. NO. 1FMCU0DG1AK [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		R.O. DATE 08/06/12	
RE [redacted]	COMMENTS E# 99G	REPAIRS PROPERLY COMPLETED & CHECKED BY X		MILEAGE OUT MO: 31135

[OWNER ADVANTAGE] 226 953 440

JOB# 1 CHARGES

LABOR

J# 1 27FTZWRKS WORKS PACKAGE TECH(S):12380 20.03
PERFORM THE WORKS/TIRE ROTATION AND OIL CHANGE
CHECK AND SET TIRE PRESSURE
NORMAL MAINT.
PERFORMED LOF/TOP OFF ALL FLUIDS AND ROTATE TIRES

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	FL-500-S	FILTER ASY - O	6.75	6.75
	6	XO-5W20-QSP	OIL - ENGINE	3.10	18.60
				TOTAL - PARTS	25.35

MISC	CODE	DESCRIPTION	CONTROL NO	
	*OAP	OWNER ADVANTAGE PARTS		-10.79
	*OAS	OWNER ADVANTAGE SERVICE		-10.79
			TOTAL - MISC	-21.58

JOB# 1 TOTALS

LABOR	20.03
PARTS	25.35
MISC	-21.58

JOB# 1 JOURNAL PREFIX SFQS JOB# 1 TOTAL 23.80

JOB# 2 CHARGES

LABOR

J# 2 02FTZQ99P FORD INSPECTION TECH(S):12380 INTERNAL
FORD INSPECTION
FORD INSPECTION
GREEN TIRES,GREEN BRAKES,GREEN BATTERY

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX SFQS JOB# 2 TOTAL 0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # A	SS	FORD MISCELLANEOUS SUPPLIES		3.00
			TOTAL - MISC	3.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGIMAL ESTIMATE OF $27.00 (+TAX)

COMMENTS
WAITING
PLEASE APPLY $21.58 OA TO TOTAL

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

PAID
AUG 06 2012
MC
Ab

The Reynolds and Reynolds Company ESAINTSI4E CC8061 29 Q (03/12)

PAGE 1 OF 2 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 12:00pm

SERVICE INVOICE

SF859712 Q (10/10)

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO. 1330062	ADVISOR LOUIS PLOTZKE 12600	TAG NO. 6515	INVOICE DATE 08/06/12	INVOICE NO. SFCS79479
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE 31,135		COLOR BLACK CLEAR	STOCK NO. LT103979
EASTPOINTE, MI [redacted]	YEAR/MAKE/MODEL 10/FORD TRUCK/ESCAPE/WAGON		DELIVERY DATE 05/03/10	DELIVERY MILES 14
	VEHICLE I.D. NO. 1 F M C U 0 D G 1 A K [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.T.E. NO. / P.O. NO.		R.O. DATE 08/06/12	
	COMMENTS E# 99G	REPAIRS PROPERLY COMPLETED & CHECKED BY X		MILEAGE OUT MO: 31135

TOTALS

```
*********************************************************************
* NEXT RECOMMENDED SERVICE:                                         *
* 08/04/2014 /  58601 MI 27FTZ30MI      30000 MAINTENANCE           *
*********************************************************************
```

TOTAL LABOR....	20.03
TOTAL PARTS....	25.35
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	3.00
TOTAL MISC DISC	-21.58
TOTAL TAX.....	1.70
TOTAL INVOICE $	**28.50**

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

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CUSTOMER SIGNATURE
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REPAIRS PROPERLY COMPLETED & CHECKED BY
X

The Reynolds and Reynolds Company EBAINTSLHE CC6061 29 Q (03/12)

PAGE 2 OF 2 CUSTOMER COPY [END OF INVOICE] 12:00pm

SF659712 Q (10/10)

SERVICE INVOICE

GINNY LYNN VOLLMER

BG Brake Fluid Flush

$10.00 OFF

- *Important for A.B.S. system*
- *Flush master cylinder - A.B.S. components*
- *Caliper - wheel cylinders & hydraulic lines*
- *Install new fluid*

Cannot be combined with any other offer. Must be used on future visit.

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS79479

Coupon Expires: 11/4/2012 S-52

GINNY LYNN VOLLMER

BG FUEL SYSTEM SERVICE

FOR BETTER ENGINE PERFORMANCE!!

$10.00 OFF

- *Clean throttle body*
- *Clean combustion camber*
- *Add fuel additive to tank*

DISCOUNT IN EFFECT FOR MOST MAKES AND MODELS.

CALL OR SEE YOUR SERVICE ADVISOR FOR AN APPOINTMENT.

Cannot be combined with any other offer. Must be used on future visit.

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS79479

Coupon Expires: 11/4/2012 S-111

GINNY LYNN VOLLMER

Considering a new Ford?

Having your vehicle serviced at Suburban Ford of Sterling Heights means added value when it comes time to trade in.

Visit our Sales Department today!

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS79479

CS-9

PE13-003.4 001209LC

SUBURBAN
make the choice

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40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.suburbanforddeals.com

Facility Code = F158680

R.O. NO'S. _____

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
27FTZ30MI	30000 MAINTENANCE	MI	350.00	27FTZ30K/60K	30000 MAINTENANCE	MI	221.00

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
08/06/12	79479	31135	12600	12380	C	27FTZWRKS	WORKS PACKAGE
				12380	I	02FTZQ99P	FORD INSPECTION
05/04/12	63483	26072	12568	12088	I	27FTZSQ1P	OIL CHANGE
				12088	I	02FTZQ99P	FORD INSPECTION
				12506	W	06FTZ	TRANSMISSION
				12088	I	08FTZ	SUSPENSION

SALESPERSON NO. 12313 CHARLES M SMITLEY JR S E R V I C E STATE REG# F158680

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

VEHICLE I.D. NO. 1FMCU0DG1AK[redacted]
YEAR/MAKE/MODEL 10/FORD TRUCK/ESCAPE/WAGON
[redacted]
EASTPOINTE, MI [redacted]
[redacted]
RESIDENCE PHONE BUSINESS PHONE

PRODUCTION DATE | STOCK NO. LT103979 | LICENSE NO. | R.O. NO. 104310
CUSTOMER NO. 1330062 | SERVICE CONTRACT | DELIVERY DATE 05/03/10 | DELIVERY MILES 14 | SELLING DEALER NO. | R.O. DATE 12/17/12
COLOR BLACK CLEARCOAT/C | CONTRACT NO. | EXPIRATION DATE 05/03/16 | EXPIRATION MILES 75,000 | TAG NO. 6515
TURBO | MAKE FTZZ | AIR COND. | P.S. | TRANS | MILEAGE 35,116 | ADVISOR NO. 12600 | ADVISOR LOUIS PLOTZKE
INSURANCE COMPANY

CALL WHEN READY ☐ YES ☐ NO
TIME RECEIVED 09:49am | DATE/TIME PROMISED 12/20/12 12:06pm | PRIORITY 4
APPOINTMENT ☐ Yes ☒ No
LABOR RATE
APPROVED BY | CLAIM NUMBER

E# 99G

JOB

[OWNER ADVANTAGE] 226 953 440

ORIGINAL CUSTOMER ESTIMATE: TOTAL 366.00

X _____

COMMENTS :
DROP OFF..248-640-8669

1 C * 27FTZFIRST1P *FIRST OIL AND FILTER*
14.95 VIP

2 C * 27FTZBGTRANS *BG TRANS FLUSH MER 5*
PERFORM BG TRANSMISSION FLUSH

3 C * 27FTZBGFUEL *BG FUEL SYSTEM CLEAN*
PERFORM BG FUEL SYSTEM CLEAN

4 W 06FTZ *TRANSMISSION*
CUST STATES TRANS FEELS LIKE IS SLIPPING..CAN BE INTERMITTEN BUT IS MOST PREVALENT WHEN AT IDLE AND TRYING TO ACCEL FROM A STOP BUT HAS HAD INCIDENTS WHERE WILL HAVE RPMS RAISE WHILE TRYING TO ACCELERATE AND TRANS WILL GRAB AND LURCH

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Not responsible for damage from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY: X

	DATE	TIME	BY
REVISED ESTIMATE (1) $			
REVISED ESTIMATE (2) $			
REVISED ESTIMATE (3) $			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X _____ CUSTOMER SIGNATURE

EXCLUSION OF WARRANTIES

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DATE. SIGNED: X _____

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act.

X _____

THE ONLY WARRANTIES APPLYING TO THIS PART(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 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.

The Reynolds and Reynolds Company ERAINTWOME CC808139 Q (12/11)

SERVICE WORK ORDER CUSTOMER COPY

[CONTINUED ON NEXT PAGE]

104310

SUBURBAN
make the choice

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.suburbanforddeals.com

Facility Code = F158680

R.O. NO'S. _____

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
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				12380	I	02FTZQ99P	FORD INSPECTION
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				12088	I	02FTZQ99P	FORD INSPECTION
				12506	W	06FTZ	TRANSMISSION
				12088	I	08FTZ	SUSPENSION

SALESPERSON NO. 12313 CHARLES M SMITLEY JR S E R V I C E STATE REG# F158680

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL

VEHICLE I.D. NO. 1FMCU0DG1AK[redacted]
[redacted]
EASTPOINTE, MI [redacted]
[redacted]

YEAR/MAKE/MODEL: 10/FORD TRUCK/ESCAPE/WAGON
PRODUCTION DATE:
STOCK NO.: LT103979
LICENSE NO.:
R. O. NO.: 104310
CUSTOMER NO.: 1330062
SERVICE CONTRACT:
DELIVERY DATE: 05/03/10
DELIVERY MILES: 14
SELLING DEALER NO.:
R. O. DATE: 12/17/12
COLOR: BLACK CLEARCOAT/C
CONTRACT NO.:
EXPIRATION DATE: 05/03/16
EXPIRATION MILES: 75,000
TAG NO.: 6515
TURBO: | M/MC: FTZZ | AIR COND.: | P.S.: | TRANS: | MILEAGE: 35,116
ADVISOR NO.: 12600
ADVISOR: LOUIS PLOTZKE
INSURANCE COMPANY:

CALL WHEN READY ☐ YES ☐ NO
TIME RECEIVED: 09:49am
DATE/TIME PROMISED: 12/20/12 12:06pm
PRIORITY: 4
APPOINTMENT ☐ Yes ☒ No
E# 99G
LABOR RATE:
APPROVED BY:
CLAIM NUMBER:

JOB

FORWARD...PLEASE ADVISE

5 W 03FTZ ***DRIVEABILITY***
CUST STATES CHECK ENGINE LIGHT CAME ON YESTERDAY BUT IS OFF TODAY...NJO RUNNING CONDITION OCCURED..PLEASE ADVISE

6 W 08FTZ ***SUSPENSION***
CUST STATES WHEN REVERSING AND TURNING CAN HEAR A POPPING SOUND...PLEASE ADVISE

7 I* 02FTZQ99P ***FORD INSPECTION***
FORD INSPECTION

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Not responsible for damage from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE $ _____

AUTHORIZED BY: X

	DATE	TIME	BY
REVISED ESTIMATE (1) $			
REVISED ESTIMATE (2) $			
REVISED ESTIMATE (3) $			

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X _____ CUSTOMER SIGNATURE

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DATE: SIGNED: X _____

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

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X _____

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The Reynolds and Reynolds Company 6RMNTWD14E CC0608139 Q (12/11)

PAGE 2 OF 2 SERVICE WORK ORDER CUSTOMER COPY 104310

GINNY LYNN VOLLMER

IT'S NOT TOO LATE TO EXTEND YOUR WARRANTY COVERAGE!

Your factory warranty will expire soon. We have many plans available to suit your needs. See one of our finance managers today.

GINNY LYNN VOLLMER

FOUR-WHEEL TIRE ROTATION!

RECOMMENDED EVERY OTHER OIL CHANGE!

Includes inspection of tire condition and pressure

Please contact your Service Advisor for additional information.

GINNY LYNN VOLLMER

Need a Gift Idea?

Check with our PARTS DEPARTMENT for great stocking stuffers and accessories for that special someone this holiday season!

SUBURBAN (586) 268-7500 R.O. / Invoice No. 104310 CS-4

SUBURBAN (586) 268-7500 R.O. / Invoice No. 104310 S-208

SUBURBAN (586) 268-7500 R.O. / Invoice No. 104310 PR-38

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO. 1330062	ADVISOR LOUIS PLOTZKE 12600	TAG NO. 6515	INVOICE DATE 12/26/12	INVOICE NO. SFCS104310
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 35,116	COLOR BLACK CLEAR	STOCK NO. LT103979
EASTPOINTE, MI [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/WAGON		DELIVERY DATE 05/03/10	DELIVERY MILES 14
[redacted]	VEHICLE I.D. NO. 1 F M C U 0 D G 1 A K [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		R.O. DATE 12/17/12	
[redacted]	COMMENTS E# 99G	REPAIRS PROPERLY COMPLETED & CHECKED BY X		MILEAGE OUT MO: 35116

[OWNER ADVANTAGE] 226 953 440

JOB# 1 CHARGES

LABOR

J# 1 27FTZFIRSTIP FIRST OIL AND FILTER TECH(S):12409 7.76
14.95 VIP
CHANGE OIL AND FILTER/TOP OFF ALL FLUIDS IF NECESSARY CHECK
AND SET AIR PRESSURE

PARTS QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
1	FL-500-S	FILTER ASY - O	6.75	6.75
6	XO-5W20-QSP	OIL - ENGINE	3.10	18.60
			TOTAL - PARTS	25.35

MISC CODE	DESCRIPTION	CONTROL NO	
L2	FORD LEASE OIL CHANGE PROMO		-9.08
L2	FORD LEASE OIL CHANGE PROMO		-9.08
		TOTAL - MISC	-18.16

JOB# 1 TOTALS

LABOR	7.76
PARTS	25.35
MISC	-18.16

JOB# 1 JOURNAL PREFIX SFQS JOB# 1 TOTAL 14.95

JOB# 2 CHARGES

LABOR

J# 2 27FTZBGTRANS BG TRANS FLUSH MER 5 TECH(S):12409 74.95
PERFORM BG TRANSMISSION FLUSH
BG TRANS SERVICE

PARTS QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
1	3116	TRANS FL KIT	35.95	35.95
7	MERC5	BULK OIL	4.20	29.40
			TOTAL - PARTS	65.35

JOB# 2 TOTALS

LABOR	74.95
PARTS	65.35

JOB# 2 JOURNAL PREFIX SFQS JOB# 2 TOTAL 140.30

JOB# 3 CHARGES

LABOR

J# 3 27FTZBGFUEL BG FUEL SYSTEM CLEAN TECH(S):12409 84.49
PERFORM BG FUEL SYSTEM CLEAN
PERFORMED BG FUEL SYSTEM CLEAN

PARTS QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
1	2112	FUEL INDUCTION	45.50	45.50
			TOTAL - PARTS	45.50

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X [signature]

The Reynolds and Reynolds Company ERAINTS14C CC608129 Q (03/12)

 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 07:25am

SERVICE INVOICE

6F658712 Q (10/10)

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO. 1330062	ADVISOR LOUIS PLOTZKE 12600	TAG NO. 6515	INVOICE DATE 12/26/12	INVOICE NO. SFCS104310
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE 35,116		COLOR BLACK CLEAR	STOCK NO. LT103979
EASTPOINTE, MI [redacted]	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/WAGON		DELIVERY DATE 05/03/10	DELIVERY MILES 14
	VEHICLE I.D. NO. 1 F M C U 0 D G 1 A K [redacted]		SELLING DEALER NO	PRODUCTION DATE
	F.T.E. NO. / P.O. NO.		R.O. DATE 12/17/12	
[redacted] PHONE [redacted]	COMMENTS E# 99G	REPAIRS PROPERLY COMPLETED & CHECKED BY X		MILEAGE OUT MO: 35116

JOB# 3 TOTALS----------

LABOR	84.49
PARTS	45.50

JOB# 3 JOURNAL PREFIX SFQS JOB# 3 TOTAL 129.99

JOB# 4 CHARGES----------

LABOR----------

J# 4 06FTZ TRANSMISSION TECH(S):12506 WARRANTY

CUST STATES TRANS FEELS LIKE IS SLIPPING..CAN BE INTERMITTEN
BUT IS MOST PREVALENT WHEN AT IDLE AND TRYING TO ACCEL FROM
A STOP BUT HAS HAD INCIDENTS WHERE WILL HAVE RPMS RAISE
WHILE TRYING TO ACCELERATE AND TRANS WILL GRAB AND LURCH
FORWARD...PLEASE ADVISE
7A100 42
ELEC TRANS DIAG PN90 PSI R 90 PSI D75 PSI NO DTC'S FAILED ST
ALL TEST R&I TRANS MOUNT IN FIXTURE TEAR DOWN FOUND BURNT
FRICTIONS AND WORN VALVE BODY O/HAUL TRANS INSPECT TORQ/CONV
FLUSH COOLER ROAD TEST AND RETEST OK

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	9L8Z-7F396-A	GASKET		WARRANTY
	1	9L8Z-7153-G	KIT - GASKET		WARRANTY
	9	XT-10-QLVC	OIL - AUTOMATI		WARRANTY
	1	BL8Z-7A100-A	CONTROL ASY -		WARRANTY
	-1	BL8Z-7A100-A	CORE RETURN		WARRANTY
				TOTAL - PARTS	0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
	2045695		12/29/12	ESP RENTAL	WARRANTY
	2045695		12/29/12	TAX ON RENTAL	INTERNAL
				TOTAL - SUBLET	0.00

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX SFCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------

J# 5 03FTZ DRIVEABILITY TECH(S):12409 WARRANTY

CUST STATES CHECK ENGINE LIGHT CAME ON YESTERDAY BUT IS OFF
TODAY...NJO RUNNING CONDITION OCCURED..PLEASE ADVISE
9C915
42
TSB 12-03-19B
TESTED-P2196/2198:FOUND TSB 12-3-19:INSPECT CANISTER-PASS
RUN EVAP TEST-FAIL-REMOVE/REPLACE PURGE VALVE-RERUN
EVAP TEST-PASS

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	9U5Z-9C915-H	VALVE ASY		WARRANTY
				TOTAL - PARTS	0.00

LIMITED WARRANTY

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X [signature]

The Reynolds and Reynolds Company FRAINTSIME CC508129 Q (03/12)

 [CONTINUED ON NEXT PAGE] 07:25am

SERVICE INVOICE

SFS58712 Q (10/10)

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO. 1330062	ADVISOR LOUIS PLOTZKE 12600	TAG NO. 6515	INVOICE DATE 12/26/12	INVOICE NO. SFCS104310
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 35,116	COLOR BLACK CLEAR	STOCK NO. LT103979
	YEAR / MAKE / MODEL 10/FORD TRUCK/ESCAPE/WAGON		DELIVERY DATE 05/03/10	DELIVERY MILES 14
EASTPOINTE, MI [redacted]	VEHICLE I.D. NO. 1 F M C U 0 D G 1 A K [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.T.E. NO.	P.O. NO.	R.O. DATE 12/17/12	
	COMMENTS E# 99G	REPAIRS PROPERLY COMPLETED & CHECKED BY X		MILEAGE OUT MO: 35116

JOB# 5 TOTALS

JOB# 5 JOURNAL PREFIX SFCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES

LABOR

JOB# 6 08FTZ SUSPENSION TECH(S):12409 WARRANTY

CUST STATES WHEN REVERSING AND TURNING CAN HEAR A POPPING
SOUND...PLEASE ADVISE
5K484
33
ROAD TESTED-INSPECTED-FOUND FRONT SWAY BAR LINKDS LOOSE
REMOVE/REPLACE FRONT SWAY BAR LINKS-RETEST

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	2	7L8Z-5K483-B	LINK		
			TOTAL - PARTS		0.00

JOB# 6 TOTALS

JOB# 6 JOURNAL PREFIX SFCS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES

LABOR

JOB# 7 02FTZQ99P FORD INSPECTION TECH(S):12409 INTERNAL

FORD INSPECTION
FORD INSPECTION
FORD INSPECTION

JOB# 7 TOTALS

JOB# 7 JOURNAL PREFIX SFCS JOB# 7 TOTAL 0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # A	SS	FORD MISCELLANEOUS SUPPLIES		25.08
			TOTAL - MISC	25.08

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $366.00 (+TAX)

COMMENTS
DROP OFF..248-640-8669
PLEASE BILL 5 DAYS OF RENTAL TO WARRANTY AND ANY ADD. DAYS AFTER 5
ARE TO BE BILLED INTERNAL TO CUST. VIP BOOKLET..BOOK HAS NOT BEEN
MARKED FOR RENTAL DAYS
THANK YOU
REC# 1263168 $320.00 12-22-12 NK
CLOSED 12-26-12 JM
CLOSED 12/27/12-DAVE

LIMITED WARRANTY

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

 [CONTINUED ON NEXT PAGE] 07:25am

SERVICE INVOICE

The Reynolds and Reynolds Company FORMSWIZE CS5081128 O (03/12)
SF060712 O (10/10)
PE13-003.4 001214LC

SUBURBAN

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

make the choice

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
1330062	LOUIS PLOTZKE 12600	6515	12/26/12	SFCS104310

[redacted]
EASTPOINTE, MI [redacted]
[redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		35,116	BLACK CLEAR	LT103979

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/ESCAPE/WAGON	05/03/10	14

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 0 D G 1 A K [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		12/17/12

COMMENTS	REPAIRS PROPERLY COMPLETED & CHECKED BY	MILEAGE OUT
E# 99G	X	MO: 35116

TOTALS

```
*****************************************************************
* NEXT RECOMMENDED SERVICE:                                     *
* 12/15/2014 /  61799 MI 27FTZ30MI      30000 MAINTENANCE       *
*****************************************************************
```

TOTAL LABOR....	167.20
TOTAL PARTS....	136.20
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	25.08
TOTAL MISC DISC	-18.16
TOTAL TAX.....	9.68
TOTAL INVOICE $	**320.00**

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

********** D U P L I C A T E I N V O I C E **********

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - perts and labor.

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X [signature]

The Reynolds and Reynolds Company ERAINTS14E CC608129 Q (03/12)

PAGE 4 OF 4 CUSTOMER COPY [END OF INVOICE] 07:25am

SERVICE INVOICE

SF658712 Q (10/10)

GINNY LYNN VOLLMER

BG Brake Fluid Flush

$10.00 OFF

- *Important for A.B.S. system*
- *Flush master cylinder - A.B.S. components*
- *Caliper - wheel cylinders & hydraulic lines*
- *Install new fluid*

Cannot be combined with any other offer. Must be used on future visit

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS104310

Coupon Expires: 5/13/2013 S-52

GINNY LYNN VOLLMER

BG FUEL SYSTEM SERVICE

FOR BETTER ENGINE PERFORMANCE!!

$10.00 OFF

- *Clean throttle body*
- *Clean combustion camber*
- *Add fuel additive to tank*

DISCOUNT IN EFFECT FOR MOST MAKES AND MODELS.

CALL OR SEE YOUR SERVICE ADVISOR FOR AN APPOINTMENT.

Cannot be combined with any other offer. Must be used on future visit

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS104310

Coupon Expires: 5/13/2013 S-111

GINNY LYNN VOLLMER

Considering a new Ford?

Having your vehicle serviced at Suburban Ford of Sterling Heights means added value when it comes time to trade in.

Visit our Sales Department today!

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS104310

CS-9

PE13-003.4 001215LC

[redacted]

[redacted]NE TIRE & AUTO CENTER LINE: (800) 608-2402
Facility Code - F158680
www.Forddeals.net

SUBURBAN
Suburban Ford of Sterling Heigh

[redacted]VICES P&A Code 09709 State Registration No. F158680

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
06/21/10	766881	2170	12278	12085	W	03FTZ	DRIVEABILITY
				999	W	19FTZRENTAL	RENTAL VEHICLE
05/03/10	731442	9	12278	12085	I	02FTZQ99P	FORD INSPECTION
04/22/10	724079	9	12439	12362	I	40FTZDENT	DENT REMOVAL
				12409	W	20FTZ	RECALL
				12409	I	02FTZQ99P	FORD INSPECTION

SALESPERSON NO. 12313 CHARLES M SMITLEY JR S E R V I C E STATE REG# F158680

TERMS: CASH ☐ CREDIT CARD ☐ CHECK ☐ (PROF APPROVAL) OTHER ☐

VEHICLE I.D. NO.: 1FMCU0DG1AK[redacted]
YEAR/MAKE/MODEL: 10/FORD TRUCK/ESCAPE/WAGON
PRODUCTION DATE:
STOCK NO.: LT103979
LICENSE NO.:
R. O. NO.: 807596
[redacted]
CUSTOMER NO.: 1330062
SERVICE CONTRACT:
DELIVERY DATE: 05/03/10
DELIVERY MILES: 14
SELLING DEALER NO.:
R. O. DATE: 08/12/10
EASTPOINTE, MI [redacted]
COLOR: BLACK CLEARCOAT/C
CONTRACT NO.:
EXPIRATION DATE: 05/03/16
EXPIRATION MILES: 75,000
TAG NO.: 5515
CALL WHEN READY: ☐ YES ☐ NO
[redacted]
TURBO: | MAKE: FTZZ | AIR COND.: | P.S.: | TRANS: | MILEAGE: 4,440
ADVISOR NO.: 12439 ADVISOR: JEFFREY FREEMAN
SAVE REMOVED PARTS FOR CUSTOMER: ☐ YES ☐ NO
[redacted]
12:17pm 08/12/10 12:48pm PRIORITY 3
APPOINTMENT: ☐ Yes ☒ No
E# 99G
LABOR RATE

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE
I hereby authorize the repair work herein set forth to be done along with the necessary materials and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delay in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. I understand that pursuant to said express mechanic's lien, I have no right of possession to the above vehicle until the repairs thereto have been paid in full or until you and/or your employees have voluntarily released the vehicle to me.
X _____ CUSTOMER SIGNATURE

JOB

[OWNER ADVANTAGE] 226 953 440

ORIGINAL CUSTOMER ESTIMATE: TOTAL 0.00

X _____

COMMENTS :
WAIT

1 C 27FTZ5Q1P OIL CHANGE
MOTORCRAFT OIL AND FILTER CHANGE 5 QUARTS 5W20/OR/5W30 CHECK ALL OTHER FLUIDS AND TOP OFF, SET TIRE PRESSURES.
E
E

2 I 02FTZQ99P FORD INSPECTION
FORD INSPECTION

ORIGINAL ESTIMATE	PARTS	LABOR	TOTAL	TOTAL HOURS
AUTHORIZED ADDITIONS	PARTS	LABOR	TOTAL	HOURS

DATE	TIME	BY

IDENTIFICATION

THE ONLY WARRANTIES APPLYING TO THIS PART(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 PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

CUSTOMER LABOR RATE IS BASED ON A PER FLAT RATE UNIT WHICH IS PREDICATED ON A TIME STUDY GUIDE, AND MAY NOT REFLECT THE ACTUAL HOURS WORKED.

ALL PARTS WILL BE RETURNED UNLESS OTHERWISE INDICATED.
DISCARD ☐ _____ CUST. INTL.

SHOP SUPPLIES 10% OF THE LABOR CHARGE MAX. $25.00 FOR WORK DONE IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, AEROSPRAY, SHELLAC, SOLVENT, RAGS, BATTERY CLEANER, TOWELS, SOLDER, CARBURETOR CLEANER, ETC. DOES NOT INCLUDE HAZARDOUS WASTE.

ALL REPAIRS & PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH THE MICHIGAN MOTOR VEHICLE SERVICE AND REPAIR ACT.

X _____

The Reynolds and Reynolds Company BRAINTWO14E CC259777 Q (04/08)

PAGE 1 OF 1 **SERVICE WORK ORDER** CUSTOMER COPY 807596

GINNY LYNN VOLLMER

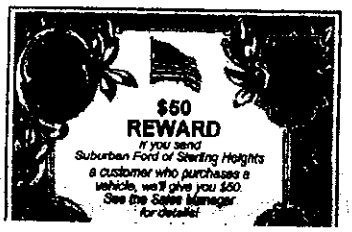
PAINTLESS DENT REPAIR

KEEP YOUR CAR LOOKING LIKE NEW!

Remove small dings and dents without having to repaint.

Ask our Body Shop Consultant to

GINNY LYNN VOLLMER



GINNY LYNN VOLLMER

WE HAVE THE ACCESSORIES YOU NEED TO INDIVIDUALIZE

FLOOR MATS
BEDLINERS
FOG LAMPS
REMOTE STARTS
ALL-WEATHER MATS

SUBURBAN
make the choice

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
1330062	COLETTE ERICKSON 12684	1515	08/29/13	SFCS149792

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		43,597	BLACK CLEAR	LT103979

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/ESCAPE/WAGON	05/03/10	14

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 0 D G 1 A K [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		08/26/13

COMMENTS	REPAIRS PROPERLY COMPLETED & CHECKED BY	MILEAGE OUT
E# 99G	X	MO: 43606

[redacted]
EASTPOINTE, MI [redacted]
[redacted]
[redacted]

[OWNER ADVANTAGE] 226 953 440

JOB# 1 CHARGES

LABOR
J# 1 03FTZ DRIVEABILITY TECH(S):12069 WARRANTY
TOW IN-CHECK ENGINE LIGHT ON/WRENCH LIGHT ON. BOGGED DOWN
ESP RENTAL COVERED PART
42, 9E926
INSPECT FOR CHECK ENGINE LIGHT. HOOK-UP IDS TEST EECV SYS.,
KOEOC P2111 P2112. PERFORM PINPOINT TEST, MONITOR PIDS.
PERFORM ETC CHECK, FAILED. NECESSARY TO REMOVE AND REPLACE
THROTTLE BODY ASSEMBLY. RETEST, ALL PASSED. VEHICLE
OPERATING PROPERLY AT THIS TIME.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	DS7Z-9E926-D	THROTTLE BODY		WARRANTY
				TOTAL - PARTS	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX SFCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2 02FTZQ99P FORD INSPECTION TECH(S):12069 INTERNAL
FORD INSPECTION
FORD INSPECTION
FORD INSPECTION

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX SFQS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
J# 3+19FTZDEDUCT50 $50 DEDUCTIBLE TECH(S):999 0.00
$50 DEDUCTIBLE

MISC	CODE	DESCRIPTION	CONTROL NO	
	W1	FORD ESP DEDUCTIBLE		50.00
			TOTAL - MISC	50.00

JOB# 3 TOTALS

MISC 50.00

JOB# 3 JOURNAL PREFIX SFCS JOB# 3 TOTAL 50.00

JOB# 4 CHARGES

LABOR
J# 4+06FTZ TRANSMISSION TECH(S):12506 0.00
CUST STATES TRANS SLIPS. FEELS LIKE IT SLIPS DOWN WHEN TRYIN
G TO ACCEL
SCANNED FOR TRANSMISSION CODES-NONE FOUND. CK'D FOR VISIBLE
LEAKS-NO FOUND.

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

"This repair facility charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X [signature]

PAID
AUG 28 2013

The Reynolds and Reynolds Company ERAINTS14E CC608129 Q (05/13)

 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 07:36am

SERVICE INVOICE

SF659712 Q (10/10)

SUBURBAN
make the choice

Suburban Ford of Sterling Heights
40333 Van Dyke
Sterling Heights, Michigan 48313
Phone (586) 268-7500
www.forddeals.net

Facility Code = F158680

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
1330062	COLETTE ERICKSON 12684	1515	08/29/13	SFCS149792

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		43,597	BLACK CLEAR	LT103979

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
10/FORD TRUCK/ESCAPE/WAGON	05/03/10	14

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 F M C U 0 D G 1 A K [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		08/26/13

COMMENTS	REPAIRS PROPERLY COMPLETED & CHECKED BY	MILEAGE OUT
E# 99G	X	MO: 43606

[redacted]
EASTPOINTE, MI [redacted]
[redacted]
R [redacted]

ROAD TESTED UNIT 15 MILES AFTER REPAIRS MADE TO LINE 1.
TRANSMISSION IS SHIFTING PROPERLY. THE LACK OF ACCEL WAS
DUE TO MALFUNCTIONING THROTTLE ASSY NOT TRANSMISSION

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX SFCS JOB# 4 TOTAL 0.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $95.00 (+TAX)
APPROVED REVISED ESTIMATE (# 1) OF $100.00 (+TAX) ON 08/29/13 AT 07:35am
BY 12653 COMMENTS
COMMENTS----------
TOWED IN
DELETED OPERATION(S)----------
19FTZDEDUCT100 $100 DEDUCTIBLE

TECHNICIAN CERTIFICATION----------
12069 MICHAEL FARMER M207992

TOTALS----------

```
*********************************************************************
* NEXT RECOMMENDED SERVICE:                                         *
* 08/24/2015 / 69847 MI 27FTZ30MI      30000 MAINTENANCE            *
*********************************************************************
```

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	50.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**50.00**

THANK YOU FOR YOUR BUSINESS!!

ORIGINAL ESTIMATE
HAS BEEN REVISED

CUSTOMER SIGNATURE

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge during normal business hours - parts and labor.

ATTENTION

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CUSTOMER SIGNATURE
X

REPAIRS PROPERLY COMPLETED & CHECKED BY
X

The Reynolds and Reynolds Company ERDUNTSH4E CC608129 Q (05/13)

SERVICE INVOICE

SF659712 Q (10/10)

GINNY LYNN VOLLMER

BG Brake Fluid Flush

$10.00 OFF

- Important for A.B.S. system
- Flush master cylinder - A.B.S. components
- Caliper - wheel cylinders & hydraulic lines
- Install new fluid

Cannot be combined with any other offer. Must be used on future visit

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS149792

Coupon Expires: 11/27/2013 S-52

GINNY LYNN VOLLMER

BG FUEL SYSTEM SERVICE

FOR BETTER ENGINE PERFORMANCE!!

$10.00 OFF

- Clean throttle body
- Clean combustion camber
- Add fuel additive to tank

DISCOUNT IN EFFECT FOR MOST MAKES AND MODELS.

CALL OR SEE YOUR SERVICE ADVISOR FOR AN APPOINTMENT.

Cannot be combined with any other offer. Must be used on future visit

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS149792

Coupon Expires: 11/27/2013 S-111

GINNY LYNN VOLLMER

We Offer a AAA Discount every day at Suburban Ford of Sterling Heights

Present your AAA card for

5% OFF

Any work scheduled in our Service Department

See your Service Advisor for additional information!

Cannot be combined with any other offer. Must be used on future visit

SUBURBAN (586) 268-7500 R.O. / Invoice No. SFCS149792

Coupon Expires: 11/27/2013 S-145AAA