

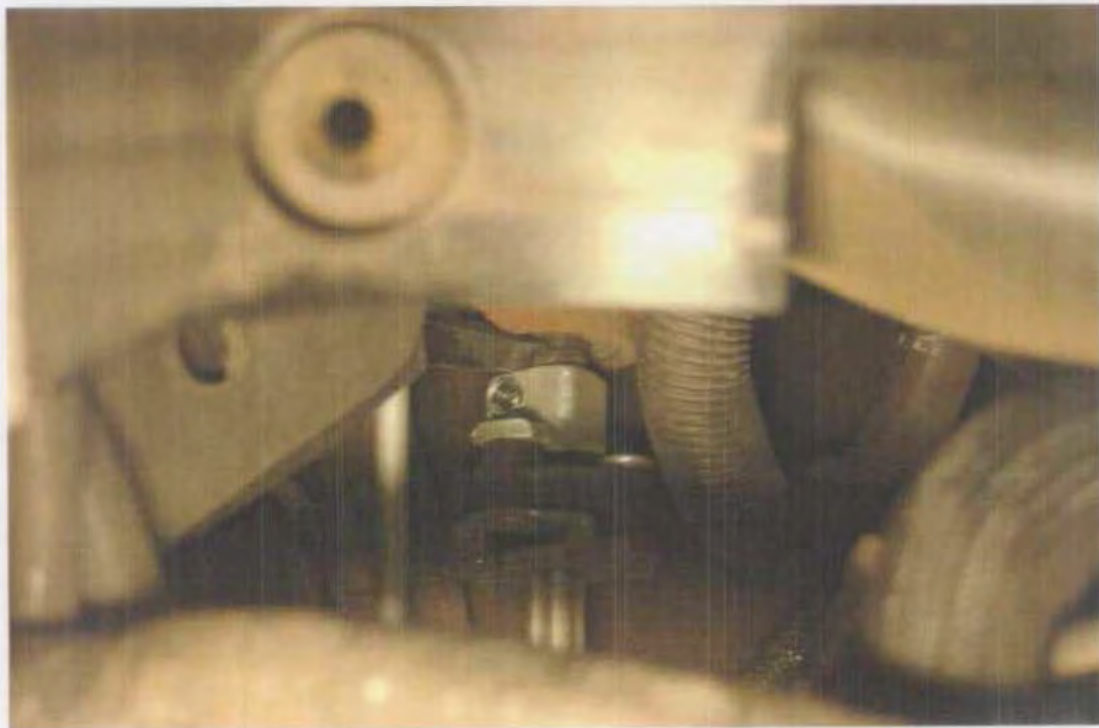
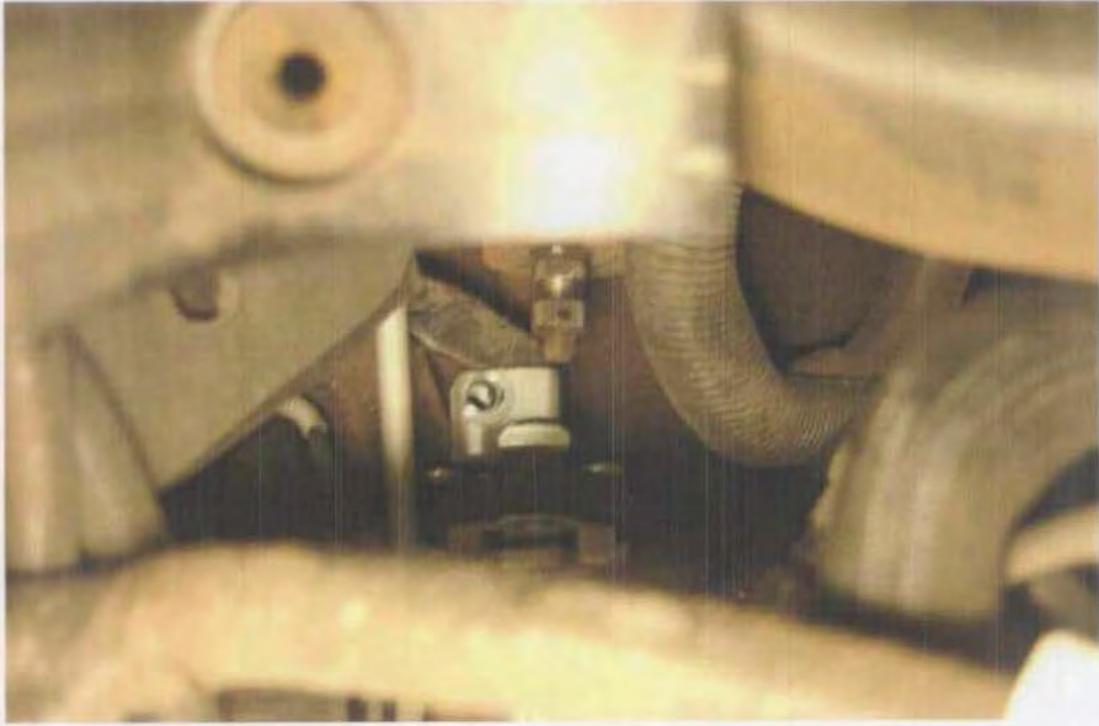
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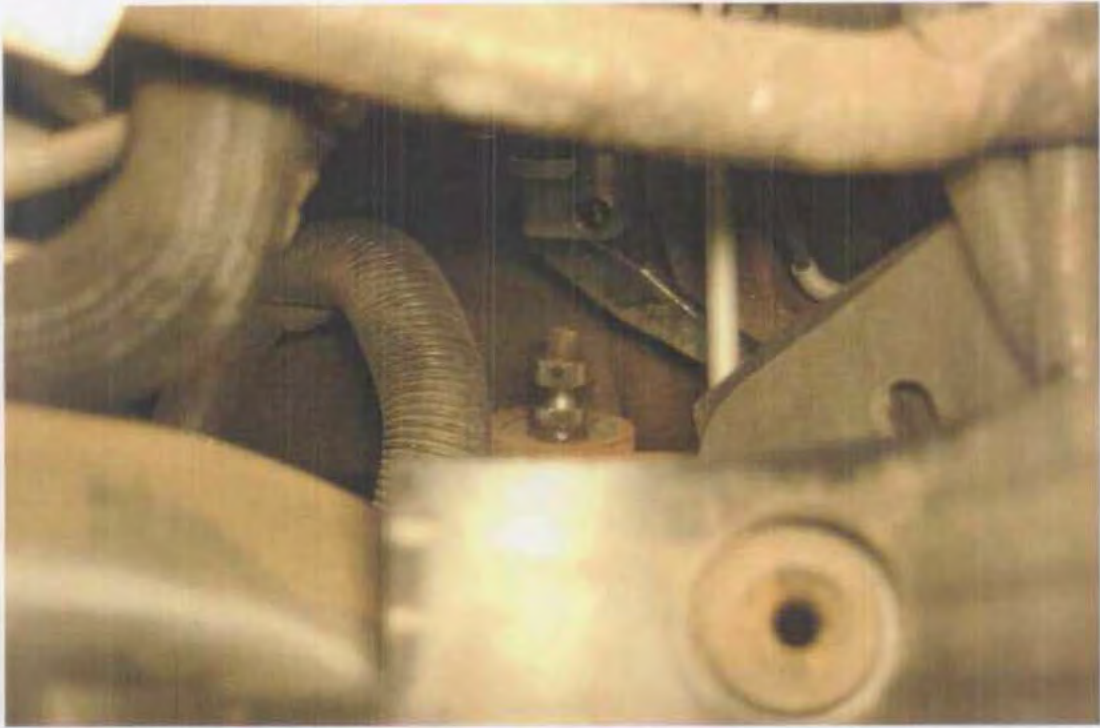
FORD

7/10/2013

Appendix E

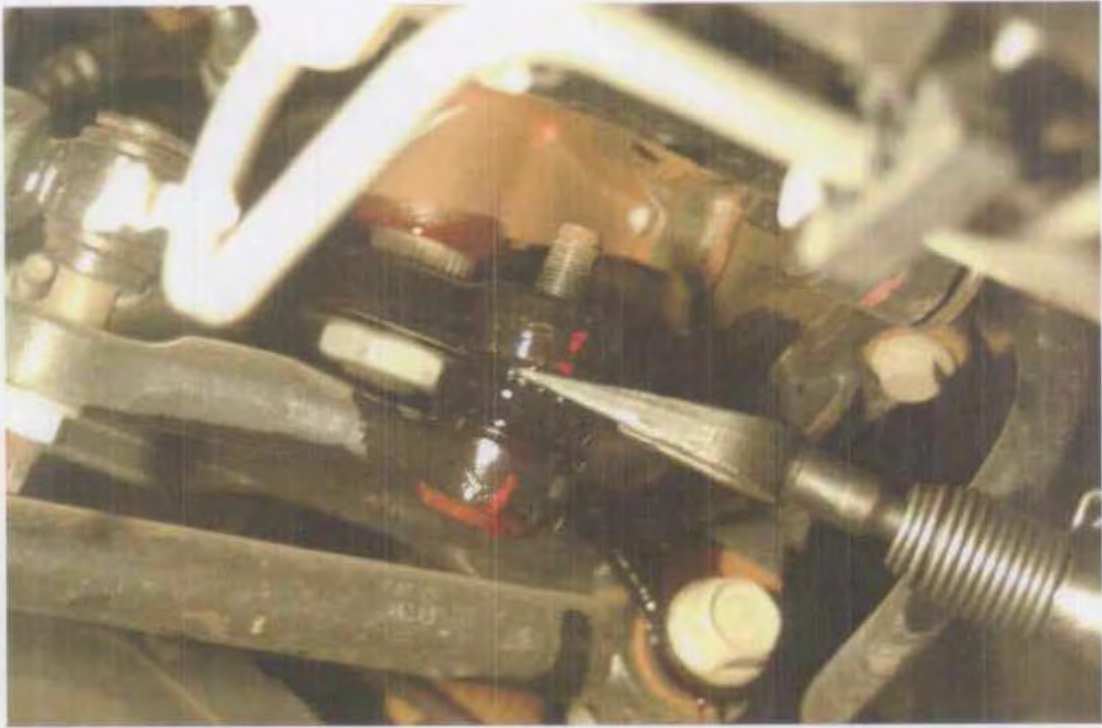
Peer - Lawsuits and Claim











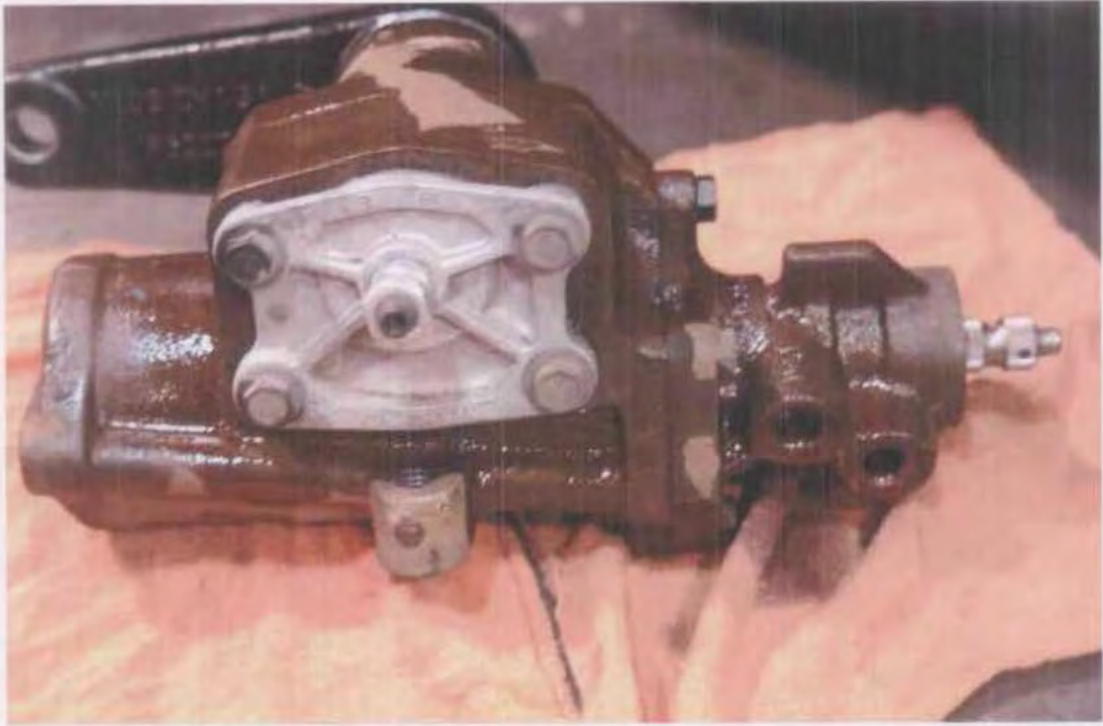






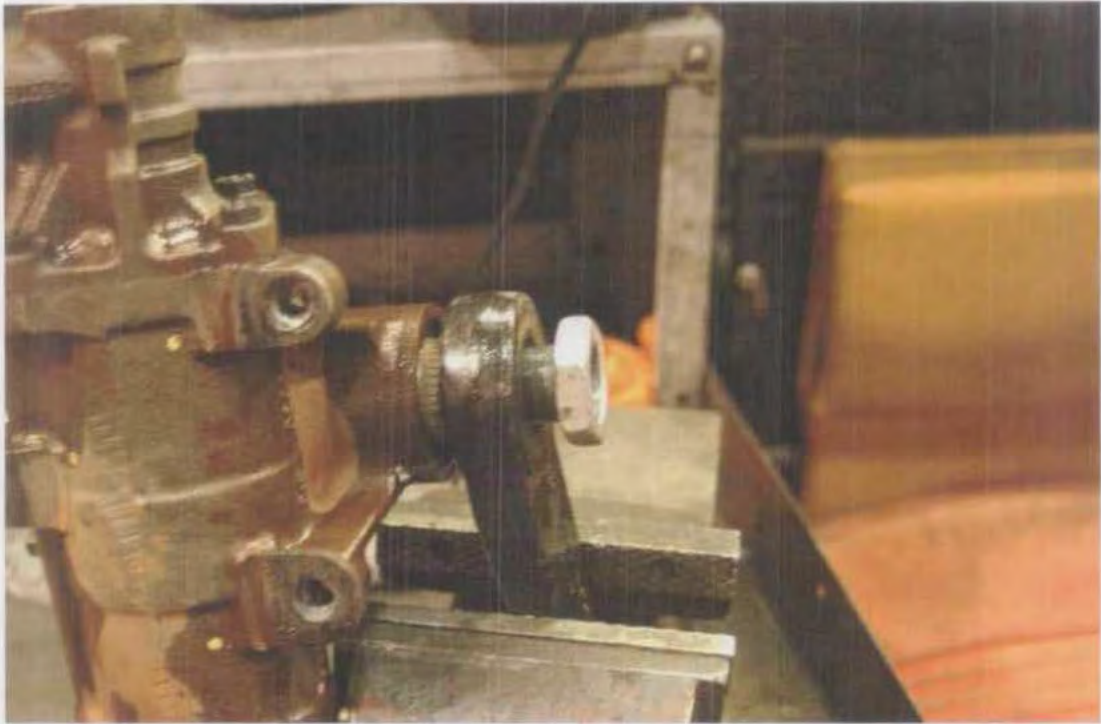




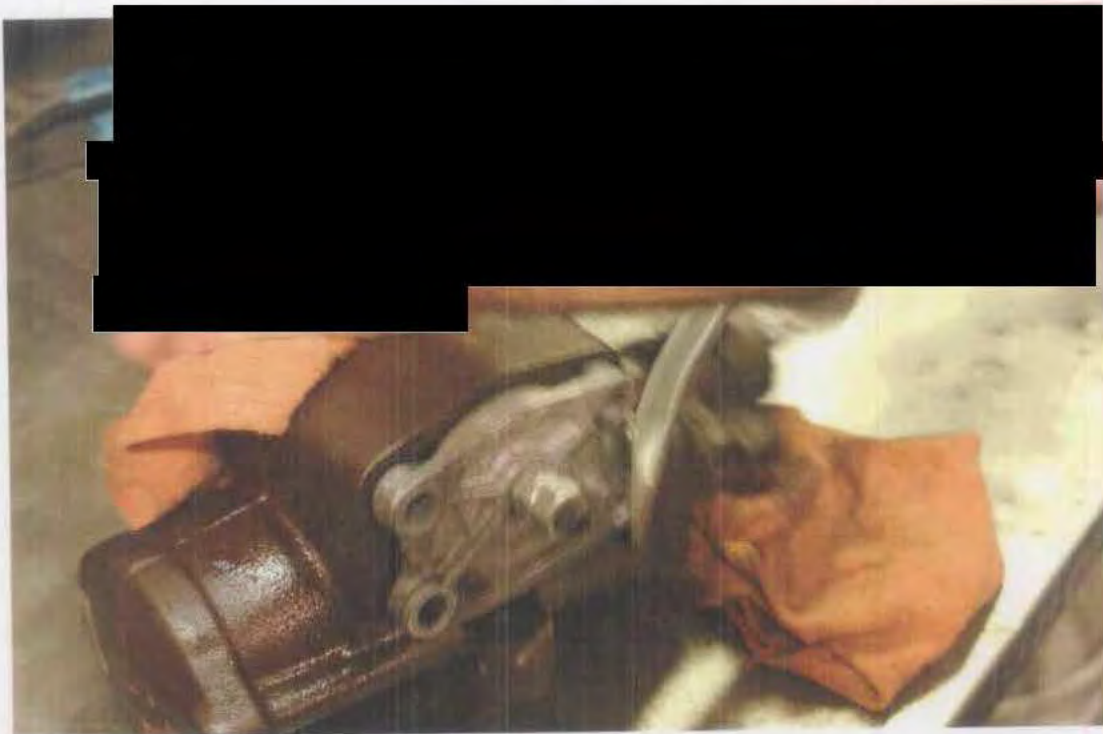


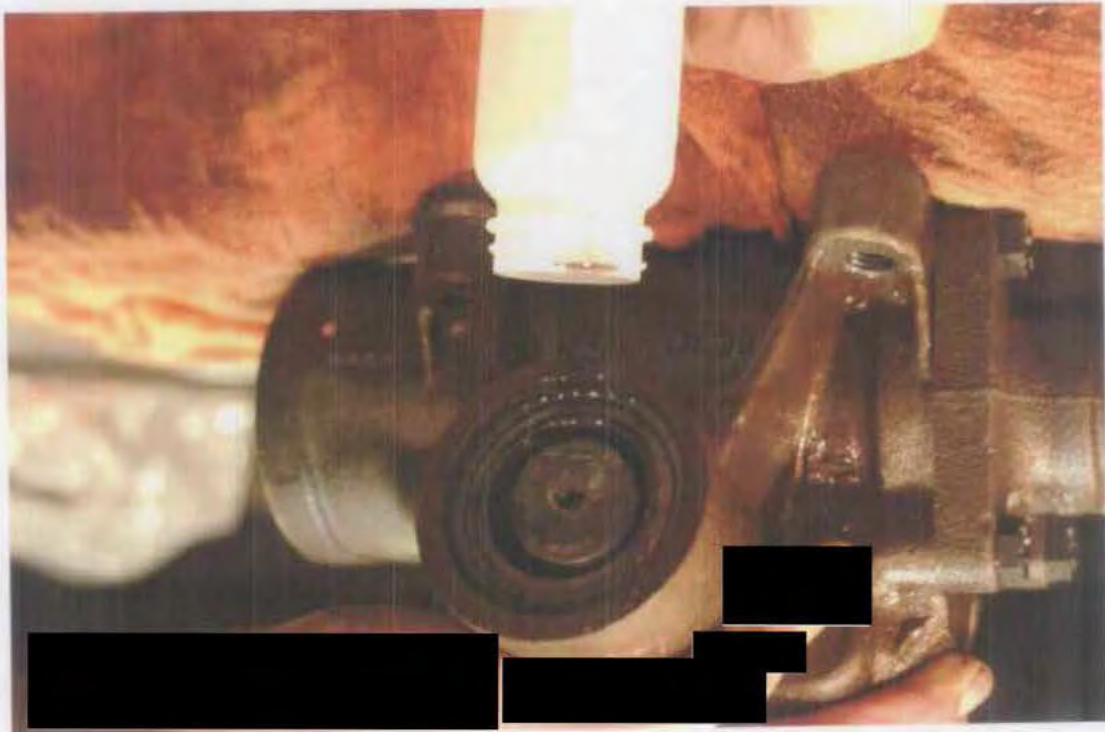


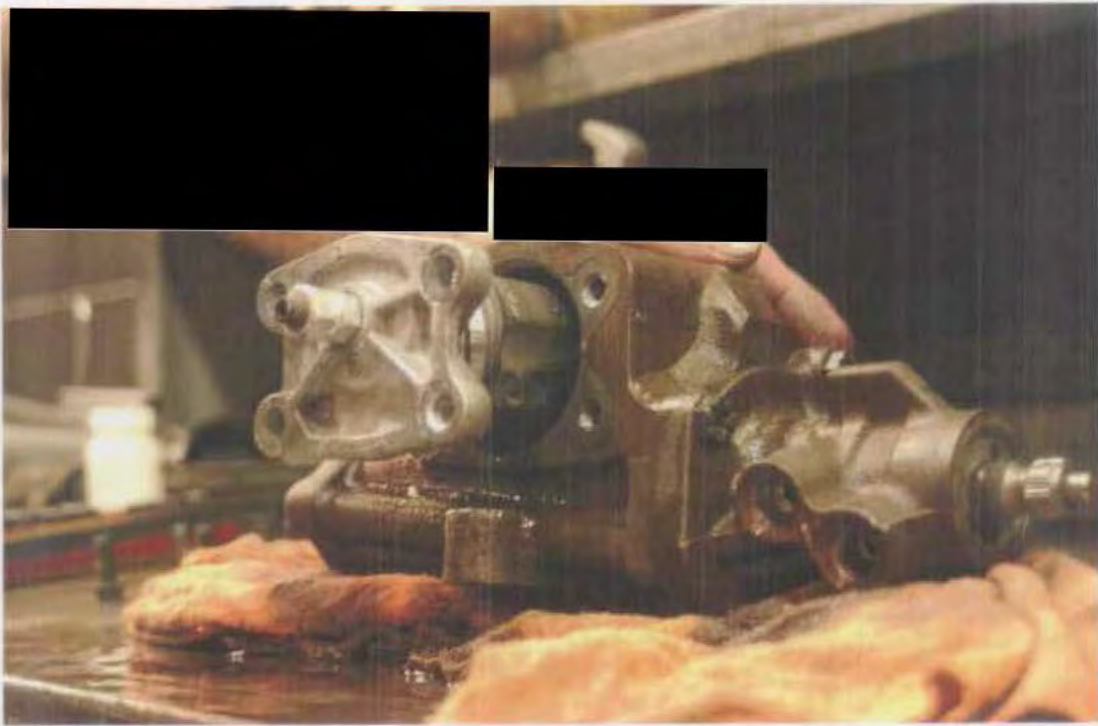




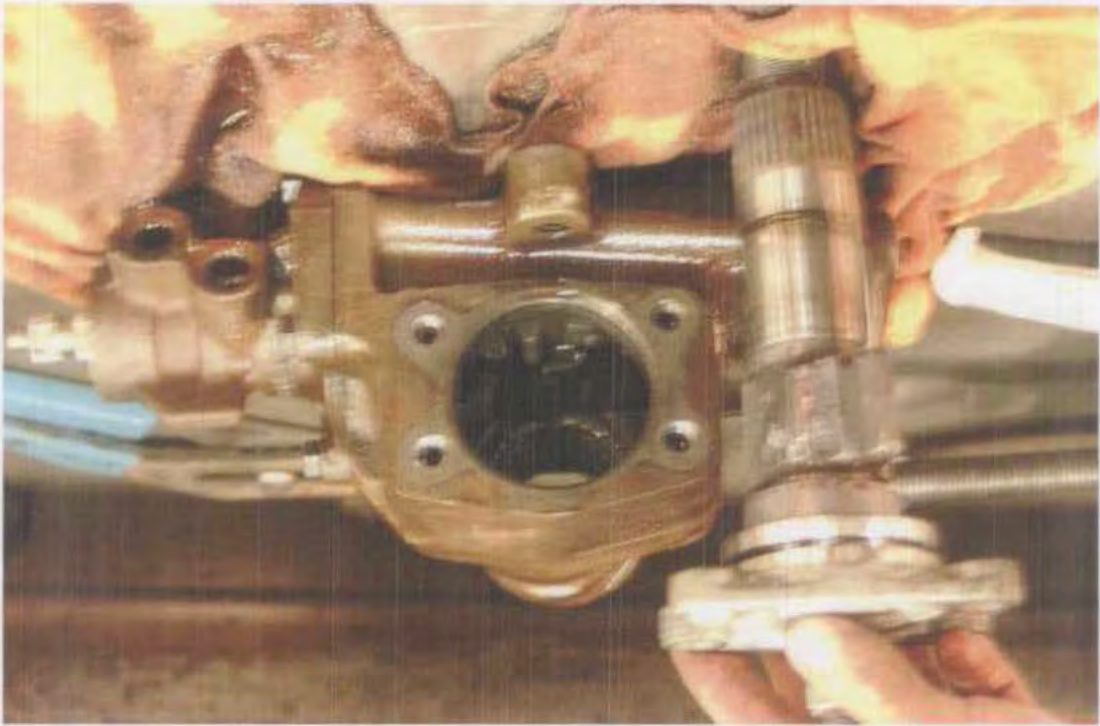


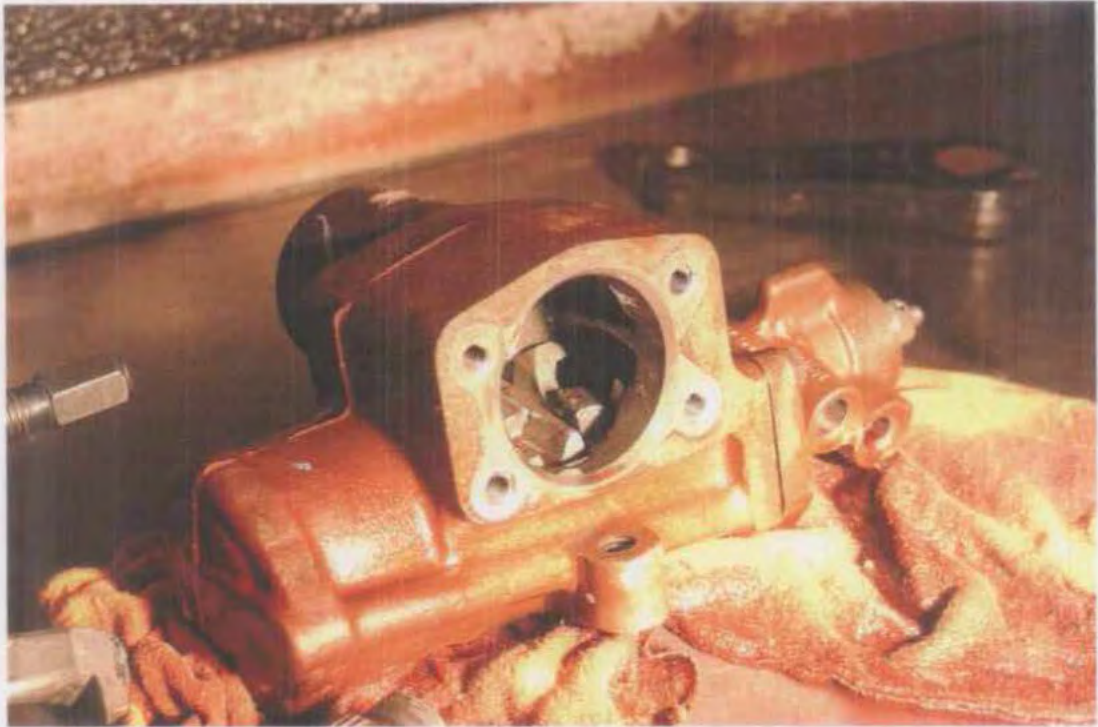


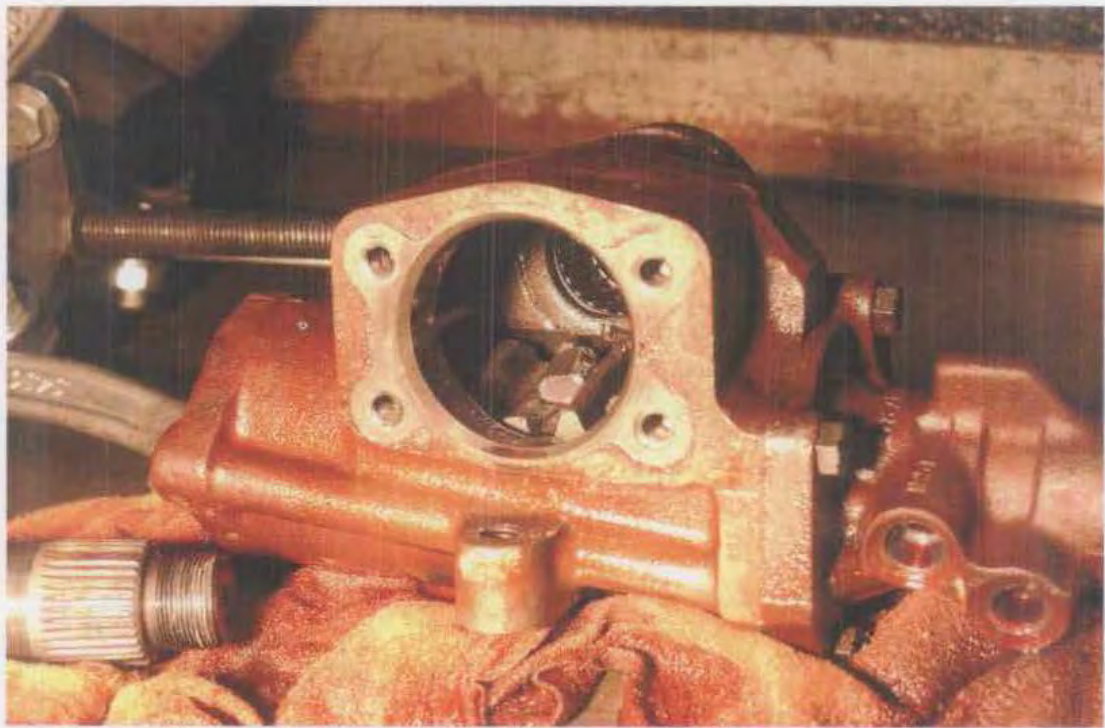


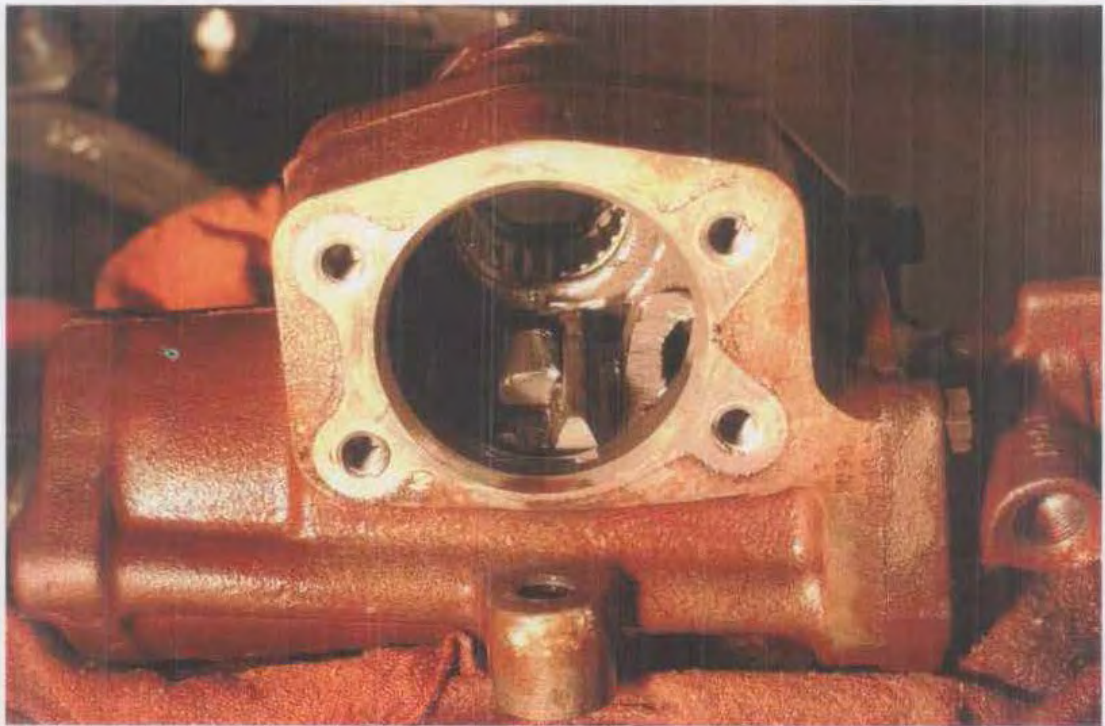
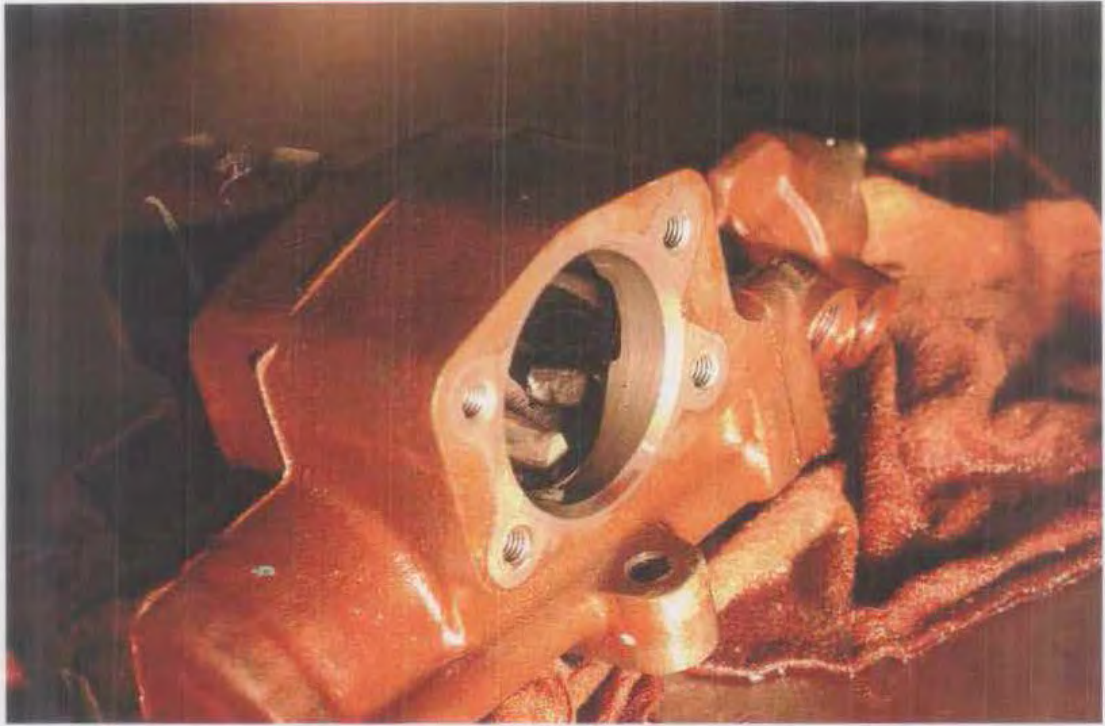


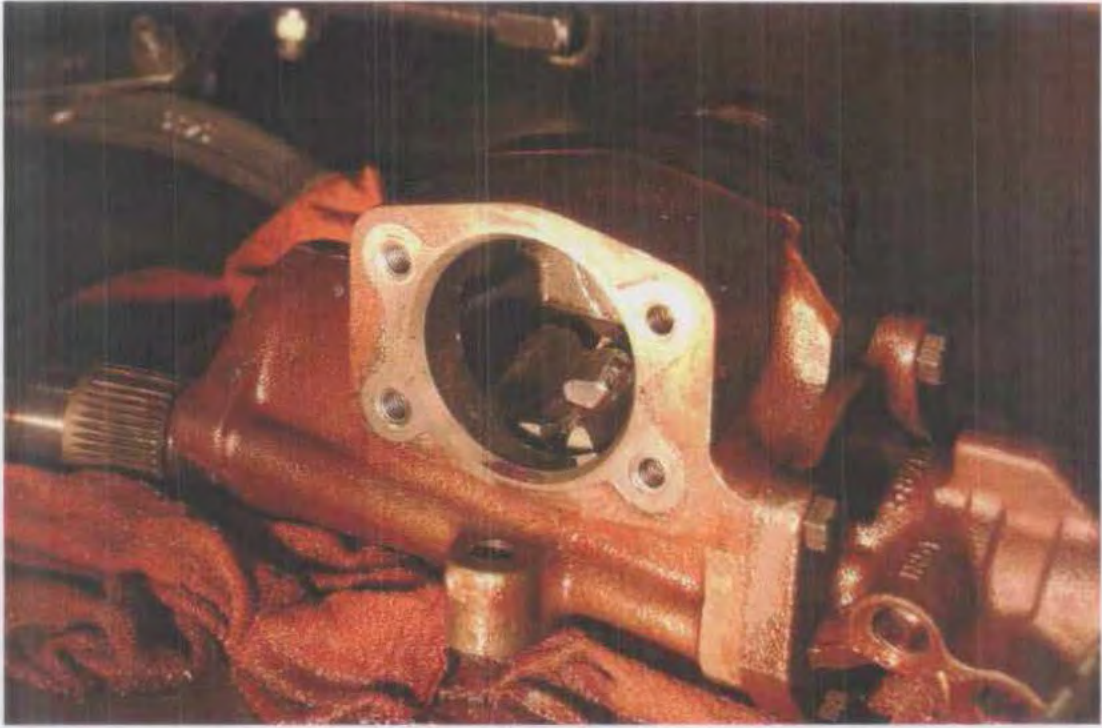










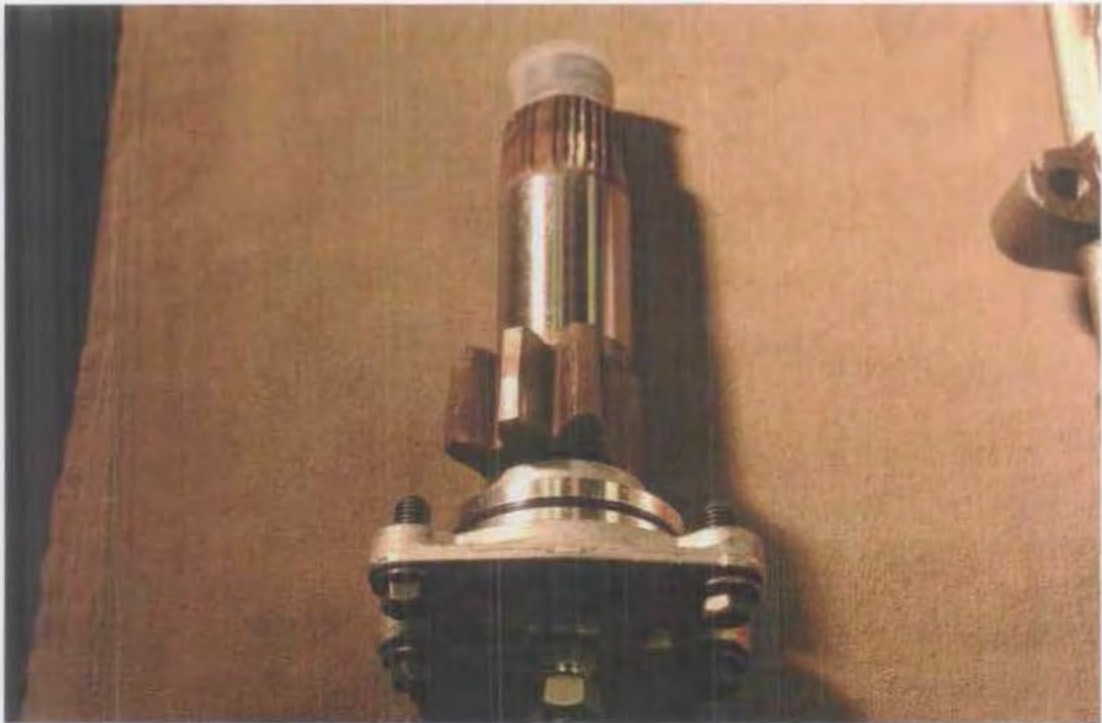
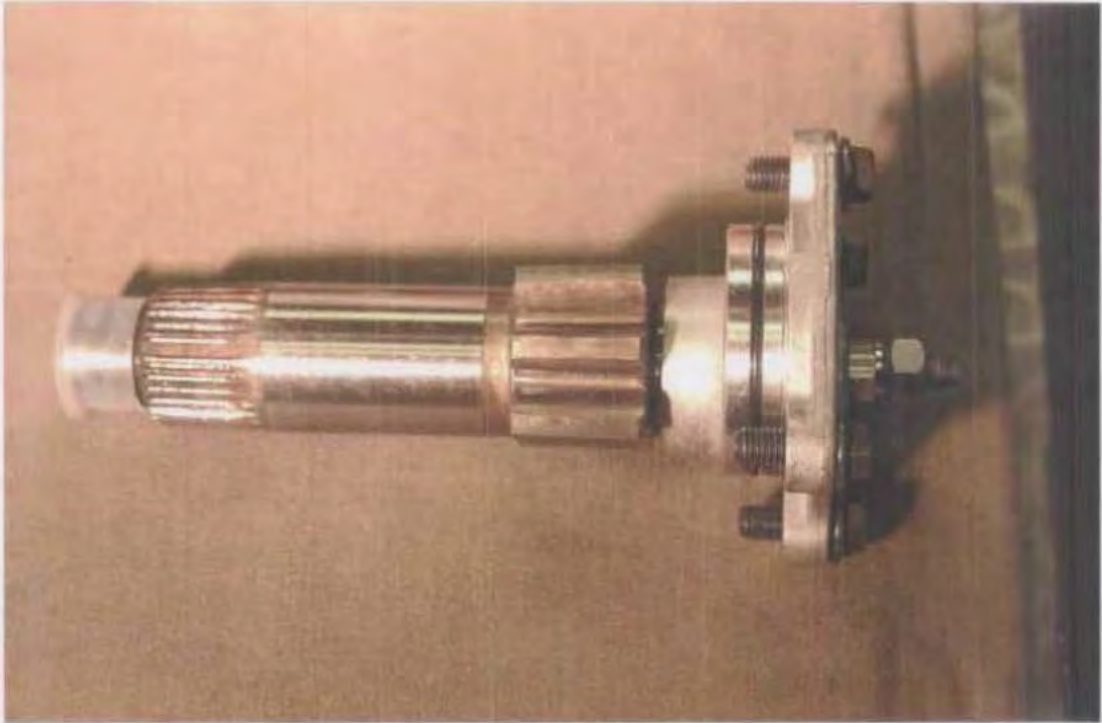


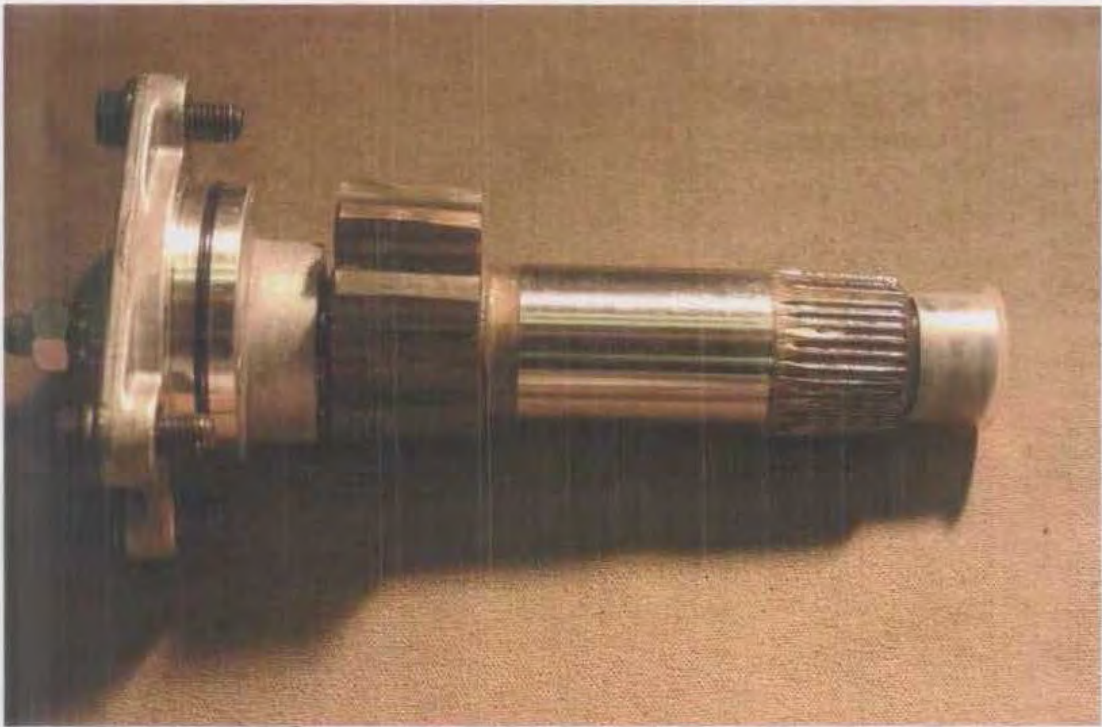




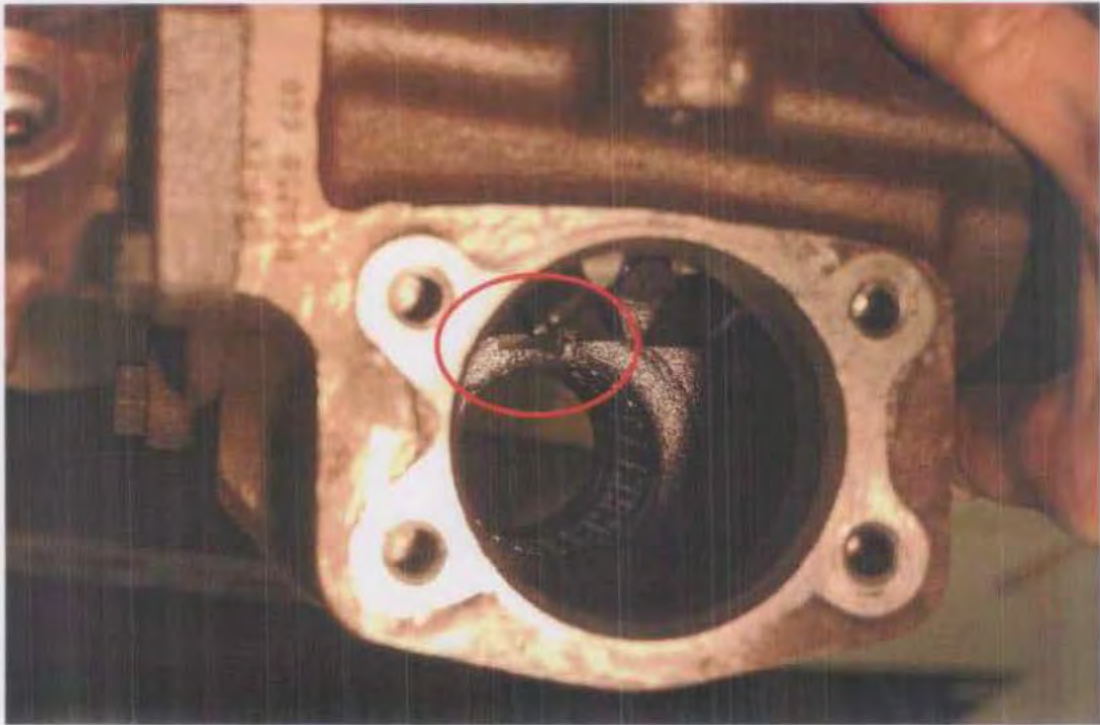


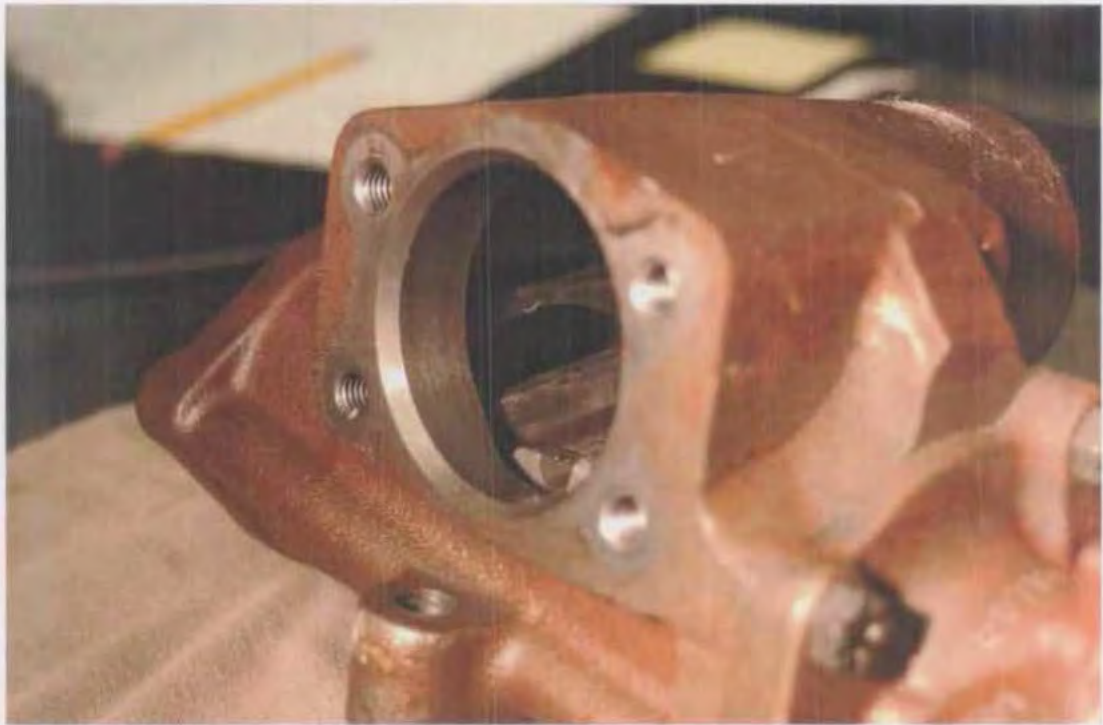


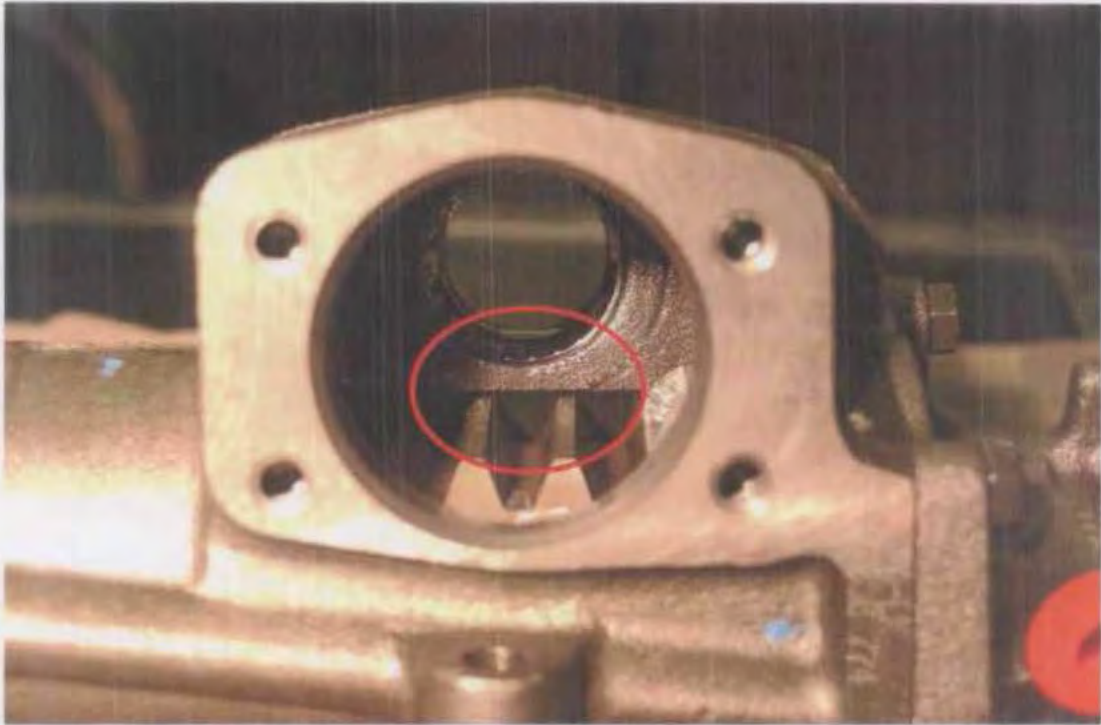






















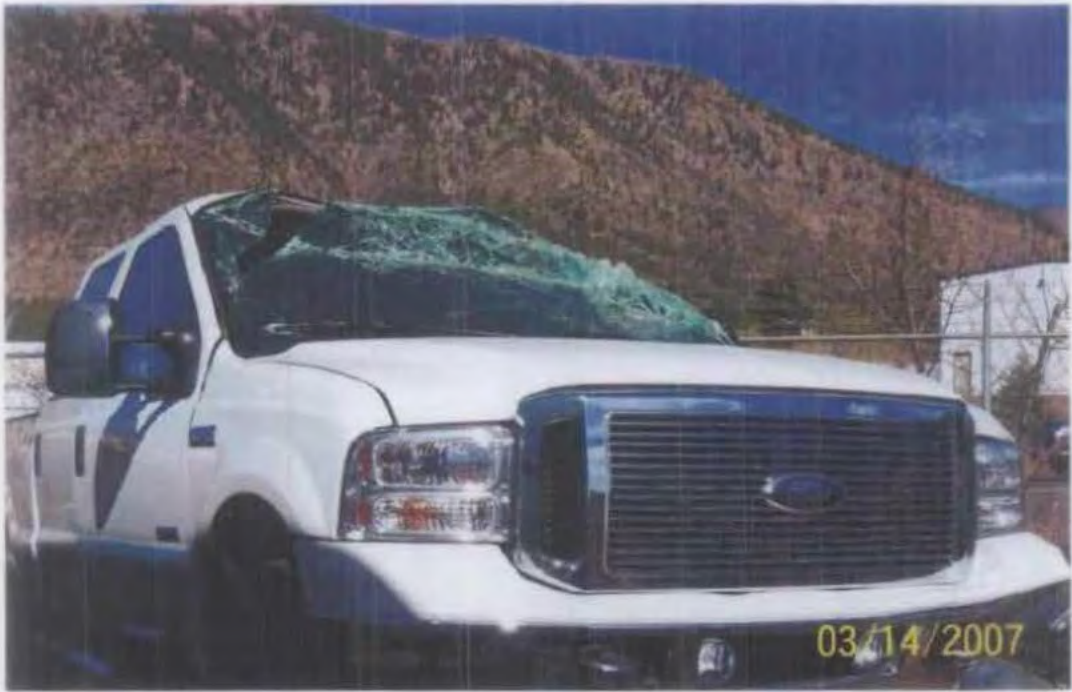
























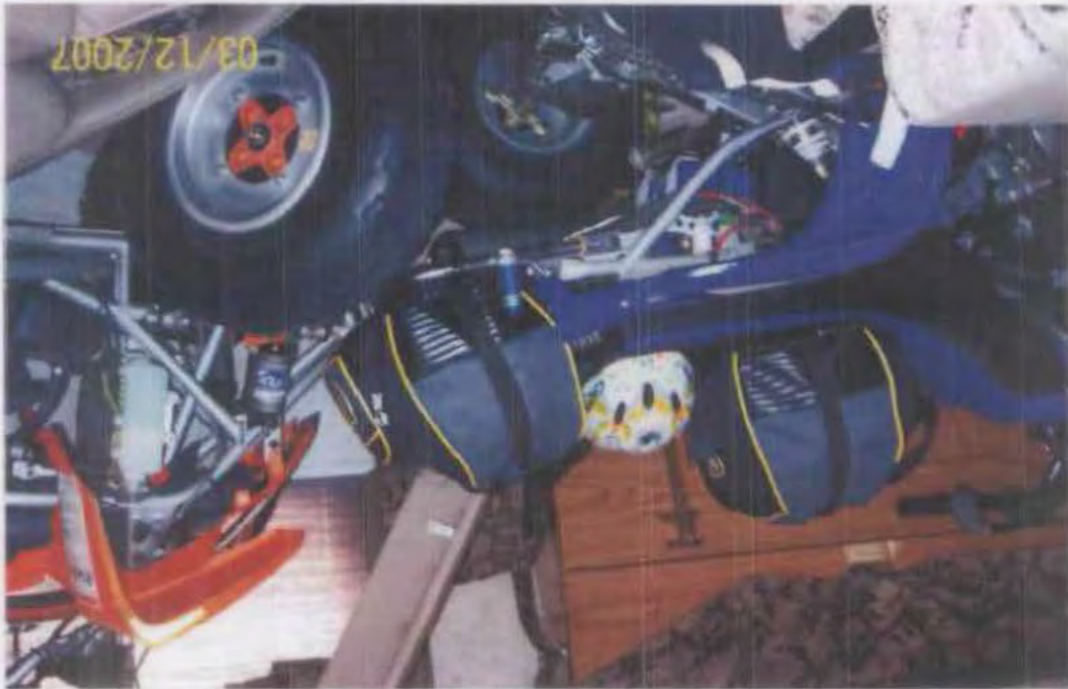


















FARM BUREAU FINANCIAL SERVICES

Insurance • Investments

11/6/09
J

December 24, 2008

FORD MOTOR COMPANY

FORD MOTOR COMPANY
ATTN JULIE SZYMANSKI
PO BOX 70
DEARBORN MI 48121-0070

GENERAL

RE: Date of Loss: [REDACTED]
 Reference: 2006 Ford Pickup VIN #1FTSW21P76E [REDACTED]

Our Insured: [REDACTED]
 Our Occurrence No: [REDACTED]
 Total Amount of Loss: \$44,718.74

Our Insured: [REDACTED]
 Our Claim No: [REDACTED]
 Total Amount of Loss: \$53,113.31

Dear Ms. Szymanski:

Our insureds made a report of damages arising out of the above occurrence. Our investigation indicates this one-car accident resulted from a faulty steering mechanism. Therefore, we are looking to Ford Motor Credit for reimbursement.

Enclosed is a copy of our supporting documents. A breakdown of damages is as follows:

Insured, [REDACTED]		
Collision	Travel Trailer	\$41,283.00
Deductible		500.00
2005 Polaris ATV		1,424.68
2006 Yamaha ATV		1,511.06
Insured, [REDACTED]		
Bodily Injury	[REDACTED]	\$ 8,767.00
Bodily Injury	[REDACTED]	\$ 1,000.00
Towing & Storage	[REDACTED]	\$ 1,666.16
Collision	2006 Ford Pickup	\$42,346.00
Deductible		\$ 1,000.00

Thank you for giving this matter your prompt attention.

Sincerely,

Elizabeth J Nelson AIC ARM CSRP
Subrogation Specialist III
515-225-5614

copy to: Bob Williams

MARK 23 2007 3009

ADOT USE ONLY

ARIZONA TRAFFIC ACCIDENT REPORT		REPORT ID			Agency Report Number	
1 Police Only FORWARD COPY TO ADOT TRAFFIC RECORDS SECTION 064R 205 S. 17th AVE., PHOENIX, ARIZONA, 85007-3233		YEAR MONTH DAY 2007/03/11	HOUR 1115	NCIC NO. 0799	OFFICER ID NO. 5558	Total No. of Sheets: 5

COMPLETE THE FOLLOWING SUPPLEMENT IF ANY (circle) AND ANY (diamond) ARE CHECKED

2 Total Units: 1	Total Injuries: 1	Total Fatalities: 0	Estimated Total Damage Compared to Limit: <input type="checkbox"/> Over <input type="checkbox"/> Under	<input type="checkbox"/> Fatal <input type="checkbox"/> Govt. <input type="checkbox"/> Person Reported for Immediate Medical Care?	District or Grid No. 1 2 0 4
------------------	-------------------	---------------------	--	--	------------------------------------

3 LOCATION	On Highway / Road / Street: I-17 SB	City: CAMP VERDE	County: YAVAPAI
Intersecting Street, Road / M.P. or R.P.	From M.P. 309.5	Direction: <input type="checkbox"/> North <input type="checkbox"/> South <input type="checkbox"/> East <input type="checkbox"/> West	Distance: <input type="checkbox"/> Measured <input type="checkbox"/> Approximate <input type="checkbox"/> Feet

TRAFFIC UNIT NO. 1	State: AZ	Class: D	End: [redacted]	Driver: <input type="checkbox"/> Driver <input type="checkbox"/> Pedestrian <input type="checkbox"/> Pedalcyclist	Name: [redacted]	Sex: F	Age: 4	
	Restrictions: [redacted]	Date of Birth: [redacted]	Address: [redacted]	City: FLAGSTAFF	State: AZ	Zip Code: [redacted]	Telephone No. (w/Area Code): [redacted]	
	Plate Number: [redacted]	State: AZ	Year: Sep-07	Owner/Carrier Name: [redacted]	Address: [redacted]	City: [redacted]	State: [redacted]	Zip Code: [redacted]
	Body Style: PICKUP	Make: FORD	Color: WHT	Year: 2006	VIN: 1FTSW21P76E [redacted]	Safety Device Code: 3	Removed to: FLAGSTAFF	Removed by: CONTINENTAL HEAVY

TRAFFIC UNIT NO. 4	State: AZ	Class: [redacted]	End: [redacted]	Driver: <input type="checkbox"/> Driver <input type="checkbox"/> Pedestrian <input type="checkbox"/> Pedalcyclist	Name: [redacted]	Sex: [redacted]	Age: [redacted]	
	Restrictions: [redacted]	Date of Birth: [redacted]	Address: [redacted]	City: [redacted]	State: [redacted]	Zip Code: [redacted]	Telephone No. (w/Area Code): [redacted]	
	Plate Number: [redacted]	State: [redacted]	Year: [redacted]	Owner/Carrier Name: [redacted]	Address: [redacted]	City: [redacted]	State: [redacted]	Zip Code: [redacted]
	Body Style: [redacted]	Make: [redacted]	Color: [redacted]	Year: [redacted]	VIN: [redacted]	Safety Device Code: [redacted]	Removed to: [redacted]	Removed by: [redacted]

TRAFFIC UNIT NO. [redacted]	State: AZ	Class: [redacted]	End: [redacted]	Driver: <input type="checkbox"/> Driver <input type="checkbox"/> Pedestrian <input type="checkbox"/> Pedalcyclist	Name: [redacted]	Sex: [redacted]	Age: [redacted]	
	Restrictions: [redacted]	Date of Birth: [redacted]	Address: [redacted]	City: [redacted]	State: [redacted]	Zip Code: [redacted]	Telephone No. (w/Area Code): [redacted]	
	Plate Number: [redacted]	State: [redacted]	Year: [redacted]	Owner/Carrier Name: [redacted]	Address: [redacted]	City: [redacted]	State: [redacted]	Zip Code: [redacted]
	Body Style: [redacted]	Make: [redacted]	Color: [redacted]	Year: [redacted]	VIN: [redacted]	Safety Device Code: [redacted]	Removed to: [redacted]	Removed by: [redacted]

5 PASSENGERS	Seating Position: 10 Not in Passenger Compartment, 11 Motorcycle, Bus, 12 Other, 13 Unknown, 14 Pedalcyclist	Safety Devices: 1 - None used, 2 - Lap belt, 3 - Lap & shoulder, 4 - Airbag deployed, 5 - Child Restraint, 6 - Protective Helmet, 7 - Passive Belt, 8 - Passive & Lap, 9 - Other, 0 - Unknown	Injury Severity Codes: 1 - No Injury, 2 - Possible injury, 3 - Non-innocent injury, 4 - Inconsistent injury, 5 - Fatal injury, 6 - Not Reported / Unknown								
	Unit No. 1	Seat No. 3	Sal. Pos. 3	Name: [redacted]	Address: [redacted]	City: FLAGSTAFF	State: AZ	Zip Code: [redacted]	Age: [redacted]	Sex: [redacted]	Inj. Sev: 3
	Unit No. 1	Seat No. 5	Sal. Pos. 5	Name: [redacted]	Address: [redacted]	City: FLAGSTAFF	State: AZ	Zip Code: [redacted]	Age: [redacted]	Sex: [redacted]	Inj. Sev: 1
	Unit No. [redacted]	Seat No. [redacted]	Sal. Pos. [redacted]	Name: [redacted]	Address: [redacted]	City: [redacted]	State: [redacted]	Zip Code: [redacted]	Age: [redacted]	Sex: [redacted]	Inj. Sev: [redacted]

6 Other Property Damage: 1 DELINEATOR	Owner's Name: ADOT	Address: [redacted]	City: PHOENIX	State: AZ	Telephone Number w/Area Code: [redacted]
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7 WITNESSES	Name: [redacted]	Address: [redacted]	City: [redacted]	State: [redacted]	Age: [redacted]
-------------	------------------	---------------------	------------------	-------------------	-----------------

8 Officer's Signature: J. L. LEONARD	Photographer's Name: SGT. R. HARDT	ID Number: 3393	Agency Name: AZ DPS	Investigation el Script: [redacted]	Date Investigated: 3/11/2007	Time Investigated: 1123
--------------------------------------	------------------------------------	-----------------	---------------------	-------------------------------------	------------------------------	-------------------------

9 - DIAGRAM <p style="text-align: center;">2007-013981</p> <p style="text-align: center;">10 - INDICATE NORTH</p> <p style="text-align: center;"><i>SEE ATTACHED DIAGRAM</i></p>		11 - SKIDDING OCCURRED VEHICLE YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
12 - CITATIONS UNIT NO. _____ A.R.S. NO. OR CITY CODE _____		14 - PRIOR ACTION YES <input type="checkbox"/> NO <input type="checkbox"/> RAN OFF ROADWAY PRIOR TO FIRST HARMFUL EVENT LEFT <input type="checkbox"/> UNIT NO. _____
13 - DESCRIBE WHAT HAPPENED D1 STATED THAT SHE WAS SB ON I-17 AT ABOUT 65 MPH IN THE POSTED 75 MPH ZONE AT 309.5 ON I-17. SHE SAID THAT SHE FELT THE TRAILER BEGIN TO SWAY AND WAS UNABLE TO REGAIN CONTROL. SHE THOUGHT THAT A GUST OF WIND MAY HAVE CAUSED THE SWAYING. V1T SEPARATED FROM V1. V1 WENT OFF THE RIGHT SHOULDER, STRUCK THE EMBANKMENT, AND ROLLED 1 TIME COMING TO REST UPRIGHT. V1T ALSO WENT OFF THE RIGHT SHOULDER AND STRUCK THE EMBANKMENT. IT ROLLED 1/4 TIME COMING TO REST ON IT'S RIGHT SIDE. D1 SUSTAINED A BROKEN ARM. _____ SUSTAINED A BROKEN FINGER. _____ WAS UNINJURED. V1 AND V1T WERE REMOVED BY CONTINENTAL HEAVY HAUL PER THE OWNERS REQUEST.		15 - MANNER OF COLLISION CHECK ONLY ONE (1) 1 <input type="checkbox"/> SINGLE VEHICLE 2 <input type="checkbox"/> ANGLE 3 <input type="checkbox"/> LEFT TURN 4 <input type="checkbox"/> RIGHT TURN 5 <input type="checkbox"/> U-TURN 6 <input type="checkbox"/> REAR-END 7 <input type="checkbox"/> HEAD-ON 8 <input type="checkbox"/> SIDESWIPE (SAME DIRECTION) 9 <input type="checkbox"/> SIDESWIPE (OPPOSITE DIRECTION) 10 <input type="checkbox"/> BACKING 11 <input type="checkbox"/> NON-CONTACT MOTORCYCLE 12 <input type="checkbox"/> NON-CONTACT NON-MOTORCYCLE 13 <input type="checkbox"/> PEDESTRIAN 14 <input type="checkbox"/> PEDALCYCLE 15 <input type="checkbox"/> OTHER
16 - INJURED TAKEN TO BY FLAGSTAFF MEDICAL CENTER BY PINEWOOD FD AMBULANCE		17 - TRAFFIC VIOLATION CHECK ONE (1) PER UNIT 1 <input type="checkbox"/> GOING STRAIGHT AHEAD 2 <input type="checkbox"/> SLOWING IN TRAFFICWAY 3 <input type="checkbox"/> STOPPED IN TRAFFICWAY 4 <input type="checkbox"/> MAKING LEFT TURN 5 <input type="checkbox"/> MAKING RIGHT TURN 6 <input type="checkbox"/> MAKING U TURN 7 <input type="checkbox"/> ENTERING ALLEY OR DRIVEWAY 8 <input type="checkbox"/> LEAVING ALLEY OR DRIVEWAY 9 <input type="checkbox"/> OVERTAKING / PASSING 10 <input type="checkbox"/> CHANGING LANES 11 <input type="checkbox"/> BACKING 12 <input type="checkbox"/> AVOIDING VEHICLE, OBJECT, PEDESTRIAN 13 <input type="checkbox"/> ENTERING PARKING POSITION 14 <input type="checkbox"/> LEAVING PARKING POSITION 15 <input type="checkbox"/> PROPERLY PARKED 16 <input type="checkbox"/> IMPROPERLY PARKED 17 <input type="checkbox"/> DRIVERLESS MOVING VEHICLE 18 <input type="checkbox"/> CROSSING ROAD 19 <input type="checkbox"/> WALKING WITH TRAFFIC 20 <input type="checkbox"/> WALKING AGAINST TRAFFIC 21 <input type="checkbox"/> STANDING 22 <input type="checkbox"/> LYING 23 <input type="checkbox"/> GETTING ON OR OFF VEHICLE 24 <input type="checkbox"/> WORKING ON OR PUSHING VEHICLE 25 <input type="checkbox"/> WORKING ON ROAD 26 <input type="checkbox"/> OTHER 27 <input type="checkbox"/> UNKNOWN
18 - LIGHT CONDITION CHECK ONLY ONE (1) 1 <input type="checkbox"/> DAYLIGHT 2 <input type="checkbox"/> DAWN OR DUSK 3 <input type="checkbox"/> DARKNESS YES <input type="checkbox"/> NO <input type="checkbox"/> 1 <input type="checkbox"/> STREET LIGHT 2 <input type="checkbox"/> STREET LIGHT FUNCTIONING	21 - SPECIAL CONDITION CHECK ONLY ONE (1) 1 <input type="checkbox"/> SCHOOL CROSSING 2 <input type="checkbox"/> PEDESTRIAN CROSSWALK (STRIPED) 3 <input type="checkbox"/> PEDESTRIAN CROSSWALK (NO STRIPPING) 4 <input type="checkbox"/> BRIDGE 5 <input type="checkbox"/> TUNNEL 6 <input type="checkbox"/> RR CROSSING 7 <input type="checkbox"/> GORE AREA 8 <input type="checkbox"/> BIKE PATH 9 <input type="checkbox"/> 2-WAY LEFT TURN LANE	24 - NON-INTERSECTION ROAD CHARACTER CHECK ONLY ONE (1) 1 <input type="checkbox"/> 2-WAY, STRIPED CENTERLINE 2 <input type="checkbox"/> 2-WAY, NO STRIPE 3 <input type="checkbox"/> 2-WAY, PAINTED MEDIAN 4 <input type="checkbox"/> 2-WAY, RAISED MEDIAN 5 <input type="checkbox"/> 2-WAY, CONCRETE BARRIER 6 <input type="checkbox"/> 2-WAY, CABLE BARRIER 7 <input type="checkbox"/> 2-WAY, DEPRESSED MEDIAN 8 <input type="checkbox"/> 2-WAY, EXTENDED MEDIAN 9 <input type="checkbox"/> 1-WAY STREET
19 - WEATHER CONDITIONS CHECK ONLY ONE (1) 1 <input type="checkbox"/> CLEAR 2 <input type="checkbox"/> CLOUDY 3 <input type="checkbox"/> SLEET / HAIL 4 <input type="checkbox"/> RAIN 5 <input type="checkbox"/> SNOW 6 <input type="checkbox"/> SEVERE CROSSWINDS 7 <input type="checkbox"/> BLOWING SAND, SOIL, DIRT, SNOW 8 <input type="checkbox"/> FOG, SMOG, SMOKE	22 - UNUSUAL ROAD CONDITION CHECK ONLY ONE (1) 1 <input type="checkbox"/> UNDER CONSTRUCTION, TRAFFIC ALLOWED 2 <input type="checkbox"/> UNDER CONSTRUCTION, NO TRAFFIC ALLOWED 3 <input type="checkbox"/> UNDER REPAIRS 4 <input type="checkbox"/> HOLES, RUTS, BUMPS 5 <input type="checkbox"/> OBSTRUCTION - PROTECTED 6 <input type="checkbox"/> OBSTRUCTION - UNPROTECTED 7 <input type="checkbox"/> OBSTRUCTION - UNLIGHTED AT NIGHT 8 <input type="checkbox"/> DEFECTIVE SHOULDERS 9 <input type="checkbox"/> CHANGING ROAD WIDTH 10 <input type="checkbox"/> WATER (STANDING OR MOVING)	25 - ROAD GRADE CHECK ONLY ONE (1) 1 <input type="checkbox"/> LEVEL 2 <input type="checkbox"/> DOWNGRADE 3 <input type="checkbox"/> UPGRADE 4 <input type="checkbox"/> HILLOREST 5 <input type="checkbox"/> DIP
20 - ROAD SURFACE TYPE CHECK ONLY ONE (1) 1 <input type="checkbox"/> ASPHALT 2 <input type="checkbox"/> CONCRETE 3 <input type="checkbox"/> GRAVEL 4 <input type="checkbox"/> DIRT 5 <input type="checkbox"/> OTHER	26 - ROAD SURFACE CONDITION CHECK ONLY ONE (1) 1 <input type="checkbox"/> DRY 2 <input type="checkbox"/> WET 3 <input type="checkbox"/> SAND, MUD, DIRT, OIL, GRAVEL 4 <input type="checkbox"/> SNOW 5 <input type="checkbox"/> SLUSH 6 <input type="checkbox"/> ICE 7 <input type="checkbox"/> OTHER 8 <input type="checkbox"/> UNKNOWN	28 - VIOLATIONS / BEHAVIOR TWO (2) CHOICES PER PERSON MAY BE SELECTED 1 <input type="checkbox"/> NO IMPROPER ACTION 2 <input type="checkbox"/> SPEED TOO FAST FOR CONDITIONS 3 <input type="checkbox"/> EXCEEDED LAWFUL SPEED 4 <input type="checkbox"/> FAILED TO YIELD RIGHT-OF-WAY 5 <input type="checkbox"/> FOLLOWED TOO CLOSELY 6 <input type="checkbox"/> RAN STOP SIGN 7 <input type="checkbox"/> DISREGARDED TRAFFIC SIGNAL 8 <input type="checkbox"/> MADE IMPROPER TURN 9 <input type="checkbox"/> DROVE IN OPPOSING TRAFFIC LANE 10 <input type="checkbox"/> KNOWINGLY OPERATED WITH FAULTY OR MISSING EQUIPMENT 11 <input type="checkbox"/> REQUIRED MOTORCYCLE SAFETY EQUIPMENT NOT USED 12 <input type="checkbox"/> PASSED IN NO PASSING ZONE 13 <input type="checkbox"/> UNSAFE LANE CHANGE 14 <input type="checkbox"/> OTHER UNSAFE PASSING 15 <input type="checkbox"/> INATTENTION 16 <input type="checkbox"/> DID NOT USE CROSSWALK 17 <input type="checkbox"/> WALKED ON WRONG SIDE OF ROAD 18 <input type="checkbox"/> OTHER 19 <input type="checkbox"/> UNKNOWN
23 - TYPE OF LOCATION CHECK ONLY ONE (1) 1 <input type="checkbox"/> INTERSECTION 2 <input type="checkbox"/> JUNCTION AREA 3 <input type="checkbox"/> NON-JUNCTION AREA 4 <input type="checkbox"/> DRIVEWAY ACCESS 5 <input type="checkbox"/> ALLEY ACCESS 6 <input type="checkbox"/> ALLEY	27 - TRAFFIC CONTROL DEVICES LEGEND: A-DEVICE OPERATIONAL B-DAMAGED OR NONFUNCTIONAL PRIOR TO ACCIDENT CHECK ALL THAT APPLY 1 <input type="checkbox"/> TRAFFIC SIGNAL 2 <input type="checkbox"/> YIELD SIGN 3 <input type="checkbox"/> STOP SIGN 4 <input type="checkbox"/> WARNING SIGN 5 <input type="checkbox"/> RAILROAD SIGNAL 6 <input type="checkbox"/> FLASHING SIGNAL 7 <input type="checkbox"/> FLAGMAN OR OFFICER	29 - VEHICLE CONDITION TWO (2) CHOICES PER PERSON MAY BE SELECTED 1 <input type="checkbox"/> NO APPARENT DEFECTS 2 <input type="checkbox"/> DEFECTIVE BRAKES 3 <input type="checkbox"/> DEFECTIVE STEERING 4 <input type="checkbox"/> DEFECTIVE HEADLIGHTS 5 <input type="checkbox"/> DEFECTIVE TAIL LIGHTS 6 <input type="checkbox"/> DEFECTIVE TURN SIGNAL 7 <input type="checkbox"/> PUNCTURE OR BLOWOUT 8 <input type="checkbox"/> ONE OR MORE SMOOTH TIRES 9 <input type="checkbox"/> FIRE 10 <input type="checkbox"/> DEFECTIVE WINDSHIELD WIPER 11 <input type="checkbox"/> DEFECTIVE EXHAUST SYSTEM 12 <input type="checkbox"/> OTHER DEFECTS 13 <input type="checkbox"/> NO TRAILER BRAKES 14 <input type="checkbox"/> UNKNOWN
30 - INTERSECTION RELATED 1 <input type="checkbox"/> YES 2 <input type="checkbox"/> NO	31 - VISION OBSCUREMENT CHECK ONE (1) PER UNIT 1 <input type="checkbox"/> NOT OBSCURED 2 <input type="checkbox"/> BY PARKED / STOPPED VEHICLE 3 <input type="checkbox"/> BY MOVING VEHICLE 4 <input type="checkbox"/> BY BUILDING 5 <input type="checkbox"/> BY EMBANKMENT 6 <input type="checkbox"/> BY SIGNBOARD 7 <input type="checkbox"/> BY HILLOREST 8 <input type="checkbox"/> BY LOAD ON VEHICLE 9 <input type="checkbox"/> BY TREES, BUSHES 10 <input type="checkbox"/> BY HEADLIGHT 11 <input type="checkbox"/> BY SUN GLARE 12 <input type="checkbox"/> BECAUSE OF BAD WEATHER 13 <input type="checkbox"/> OTHER 14 <input type="checkbox"/> RAIN, SNOW, FOG ON WINDSHIELD 15 <input type="checkbox"/> WINDSHIELD OBSCURED - OTHER 16 <input type="checkbox"/> UNKNOWN	32 - DIRECTION OF TRAVEL CHECK ONE (1) PER UNIT 1 <input type="checkbox"/> NORTH 2 <input type="checkbox"/> SOUTH 3 <input type="checkbox"/> EAST 4 <input type="checkbox"/> WEST 5 <input type="checkbox"/> NW 6 <input type="checkbox"/> NE 7 <input type="checkbox"/> SW 8 <input type="checkbox"/> SE 9 <input type="checkbox"/> UNKNOWN

ADOT USE ONLY

ARIZONA TRAFFIC ACCIDENT REPORT
SUPPLEMENT

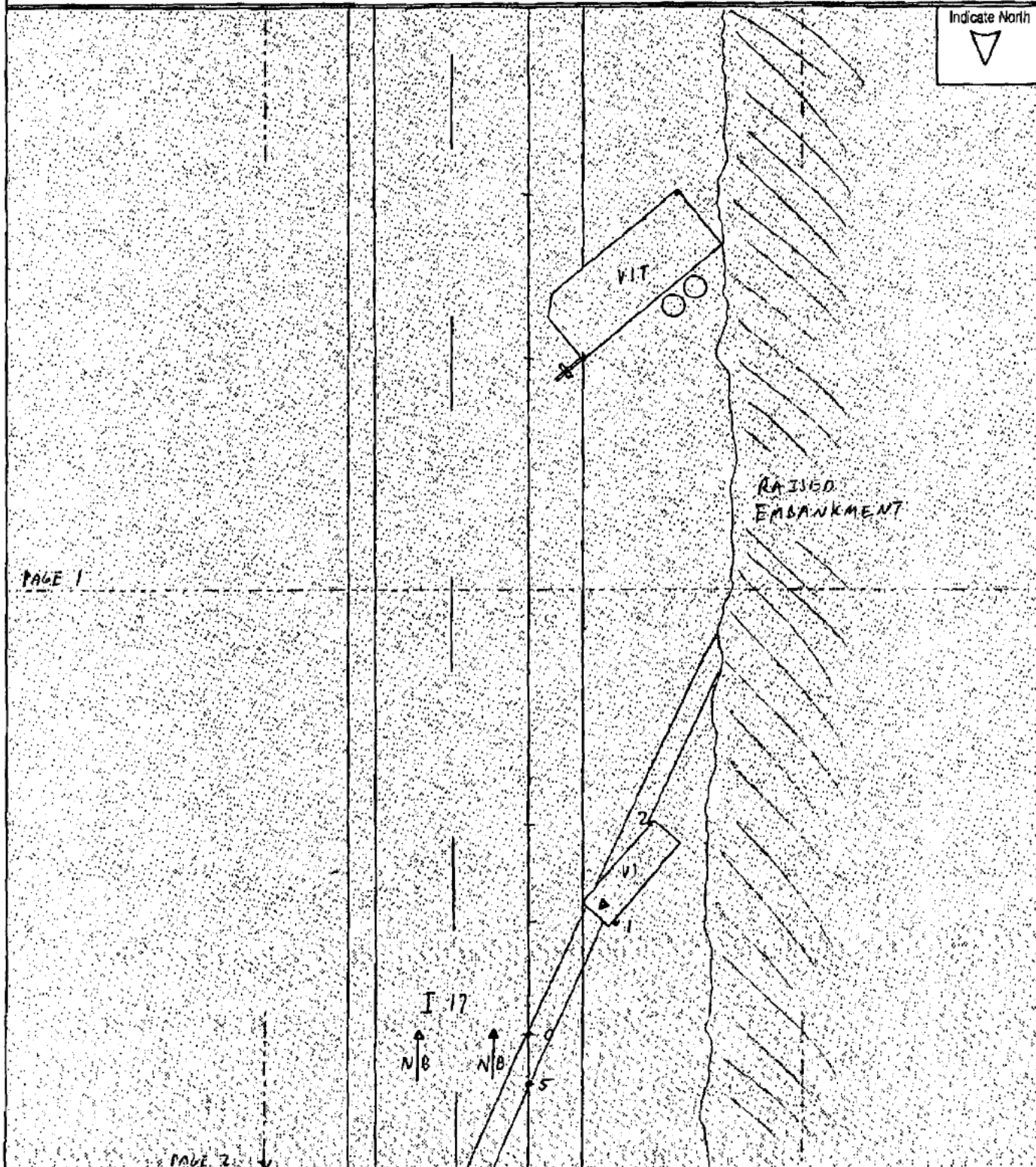
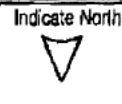
Forward to: ADOT Traffic Records Section 064R
206 S. 17th Ave., Phoenix, AZ, 85007-3233

REPORT ID				NCIC No.	Officer's ID No.
Year	Month	Day	Hour	0799	5558
2007	03	11	1115		

Agency Report Number

ACCIDENT DIAGRAM

- Measurements are approximate and not to scale
 - Measurements are scaled
- Scale is: 1" = 20'



ADOT USE ONLY

ARIZONA TRAFFIC ACCIDENT REPORT
SUPPLEMENT

Year		Month	Day	Hour	NCIC No.	Officer's ID No.
2007/03/11				1115	0799	5558

Agency Report Number

Forward to: ADOT Traffic Records Section 064R
208 S. 17th Ave., Phoenix, AZ, 85007-3233

ACCIDENT DIAGRAM

Measurements are approximate and not to scale

Measurements are scaled

Scale is: 1" = 20'

Indicate North



Boyer ↑

RAISED
EMBANKMENT

PAGE 2

I 17



REPORT

EXAMINATION OF COMPONENTS OF THE STEERING SYSTEM ON A FORD F-250 TRUCK

Re: [REDACTED]

Prepared for:

Mark Salem
SALEM BOYS AUTO
1025 West Warner
Tempe, Arizona 85284

Prepared by:

Lester E. Hendrickson, Ph.D.
Forensic Engineering Consultant
SEMTEC LABORATORIES
5025 South 33rd Street
Phoenix, Arizona 85040



February 15, 2008

BACKGROUND

On or about October 2, 2007, several components from the steering gear assembly on a Ford F-250 were received from Mark Salem for examination. According to Mr. Salem, these components were removed from a truck, VIN #1FTSWZ1P76E [REDACTED] owned by [REDACTED] that had been involved in an accident in which loss of control was believed to be caused by an internal problem with the steering box gear.

In addition to these component parts, the steering linkage on the truck was examined on two occasions, December 5, 2007, and again on December 12, 2007.

EXAMINATION

Steering Gear Components

The component parts received are shown in photo #1. They were identified by tags on the bags as #1: Gear Housing; #2: Valve; #3: Sector/Pitman; and #4: 6 Broken Gear Pieces.

Photo #2 shows the gear housing, photo #3 shows the valve, and photo #4 shows the sector gear/pitman shaft. Photos #5 and #6 are closer views of the damaged teeth on the rack gear. The center tooth in photo #5 is sheared off at the root, while the teeth on either side of center show only contact damage at isolated locations on the crown. Also, a large section of metal is broken out of the cylindrical flange on the left end of the gear shown in photo #5. The spline is not twisted or cracked.

Photo #7 shows three pieces that were determined to have broken out of the rack gear. Photos #8 and #9 show these pieces re-positioned on the rack. Black wear patterns are visible on both faces of each tooth. Note that the missing piece from the cylinder is further broken into two, with fragments of the larger piece missing, and contact damage at an isolated location on the smaller piece.

The nature of the damage to the rack gear suggests that wear may have been a factor, and that the damage was caused by multiple loading events rather than a single loading event.

Photo #10 shows the teeth on the sector gear on the pitman shaft. Two are sheared off at the root while the third shows contact damage on the face and crown. Photo #11 is another view of the damage. Photo #12 shows pieces of

teeth that were determined to have broken from the sector gear. Note that one of the two teeth is further broken into two pieces. Photos #13 and #14 show these pieces re-positioned on the sector gear.

It is interesting that two adjacent teeth on the sector gear are sheared, yet on the mating rack gear only one tooth is sheared off, and that is the center tooth. The tooth adjacent to the center is not sheared, however the cylindrical flange on the opposite side of the adjacent tooth is fractured. This damage pattern is inconsistent with damage expected from a single external impact to the system.

The fracture surface on the piece from the center tooth on the rack gear was examined with a scanning electron microscope (SEM). Photo #15 is a general view of the fracture surface at a magnification of 20X. Two distinctly different areas exist, separated by a ridge indicated with a red arrow in the photo. This suggests that two separate cracks were involved in the fracture process, most probably the result of two separate loading events. Photos #16 (at 100X) and #17 (at 500X) shows more details of the fracture surface. Visible in photo #17 is the classic dimple pattern associated with ductile shear fracture.

The interior of the gear housing shown in photo #1 was examined for debris. A clean strip of filter paper was used to swipe the interior in an area where numerous fine particles were discovered. Photo #18, taken through the lens of an optical microscope, shows the oil and fine particles collected on the filter paper. These were inserted into the chamber of the SEM and analyzed using energy dispersive x-ray spectroscopy (EDS).

Photo #19 is an SEM photo at a magnification of about 50X. The bright spotty particles visible in the photo are metal particles. The fibers are from the filter paper. One particle marked EDS1 in photo #19 is about 0.016 inches long and about 0.008 inches wide. This is by far the largest metal particle in the photo. Photo #20 shows the EDS spectrum generated by the particle. The only significant peaks on the spectrum are from iron (Fe). The small silicon (Si) peak is not significant. This result shows that the piece of metal is wear debris from steel, which is predominantly iron.

The area enclosed by the yellow square and marked EDS2 in photo #19 was analyzed by scanning the entire area. Photo #21 shows the resulting EDS spectrum. Since scanning the entire area generates characteristic x-rays from each of the numerous tiny particles within the area, the spectrum gives the chemistry of all particles present. As can be seen in photo #21, the only significant peak on the spectrum is iron (Fe). The large peak on the left end of the spectrum, not labeled, is a carbon peak resulting mostly from the filter paper

with a smaller contribution from oil. These small particles are wear debris from steel parts.

The results of the EDS analysis show conclusively that there was a significant amount of wear debris from steel components in the gear housing.

Inspection of the Vehicle.

The subject vehicle was inspected on two occasions at Salem Brothers Auto. Photo #22 is a general view of the subject vehicle. Photo #23 and #24, taken after the steering gear box had been removed, show the steering linkage with the tie rod ends still attached to the spindle arms. Inspection of the linkage showed no evidence of damage.

The driver's side tie rod end was disconnected from the spindle arm. The spindle is shown in photos #25 and #26. There is no damage to the cast iron spindle arm. The bore in the arm was inspected and the diameter measured in two perpendicular directions and found to be circular. Photo #27 shows the top surface of the spindle arm, while photo #28 shows the bottom surface. The bore is undistorted.

Photo #29 is a view of the driver's side tie rod end, while photo #30 is a closer view of the pin. This pin is not damaged.

CONCLUSIONS

Inspection of the steering linkage on the subject vehicle showed no evidence of any distortion or damage to any of the component parts. These components are the only direct connection to the pitman arm and shaft. Any external impact force to the front end of the vehicle, if transmitted to the gears internal to the steering gear box, would necessarily travel through the steering linkage. If such force was of sufficient magnitude to cause ductile shear fracture of steering gear teeth, component parts of the steering linkage such as the tie rod ends, spindle arm or the splined end of the pitman shaft would, in terms of reasonable scientific probability, also show evidence of distortion and mechanical damage.

Inspection of the fractured teeth on the steering gear showed conclusive evidence that the dominant fracture mode was ductile shear. The nature of the damage to the fractured teeth indicates that multiple force applications caused the damage. The damage is inconsistent with what would be expected from the application of a single impact force.

Evidence of wear was found, but there was no evidence of metal fatigue.

Absent any evidence that an externally applied force acted on the steering system, the alternative explanation for the force that caused the observed steering gear damage is a force generated internally in the power assisted steering system.

Photo Sheet



Photo #1 (See Text)



Photo #2 (See Text)

Photo Sheet



Photo #3 (See Text)



Photo #4 (See Text)

Photo Sheet



Photo #5 (See Text)



Photo #6 (See Text)

Photo Sheet



Photo #7 (See Text)

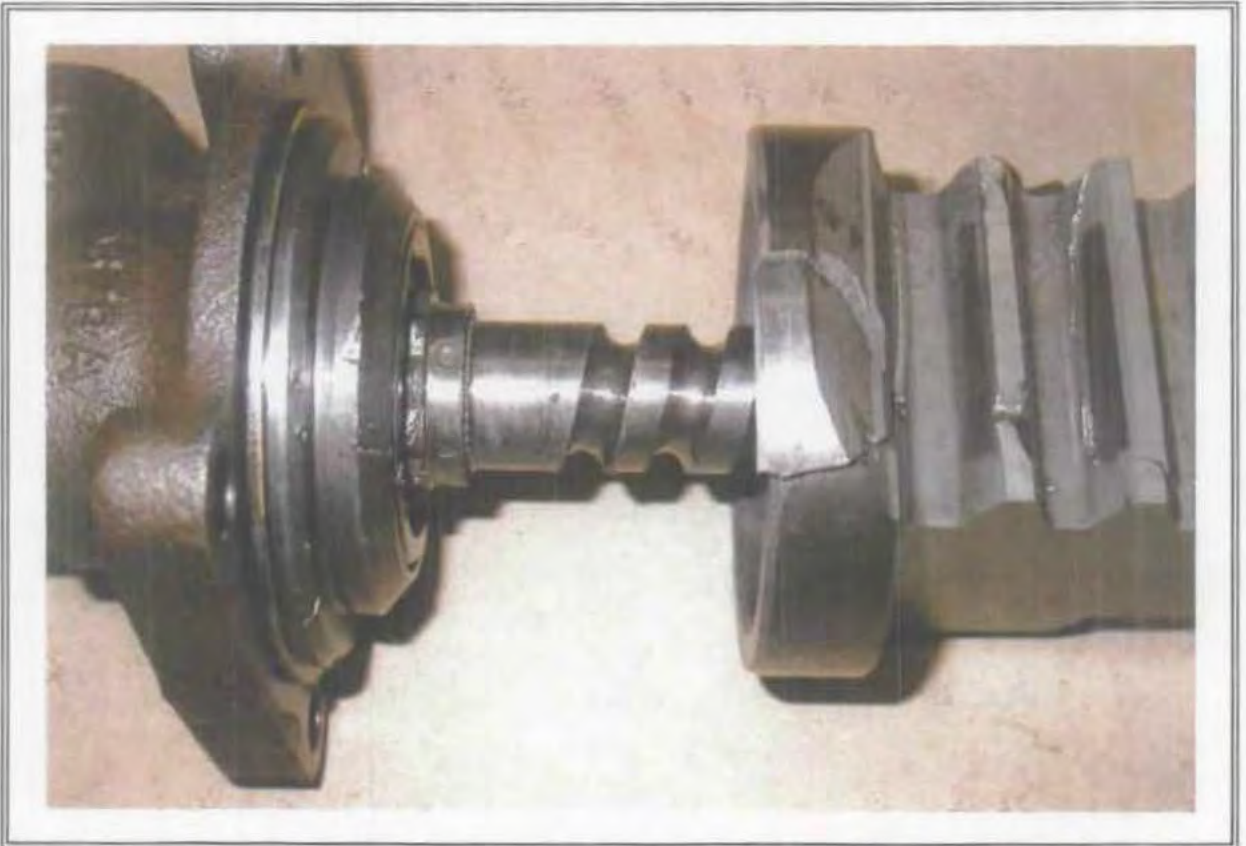


Photo #8 (See Text)

Photo Sheet



Photo #9 (See Text)



Photo #10 (See Text)

Photo Sheet



Photo #11 (See Text)



Photo #12 (See Text)

Photo Sheet



Photo #13 (See Text)



Photo #14 (See Text)

Photo Sheet

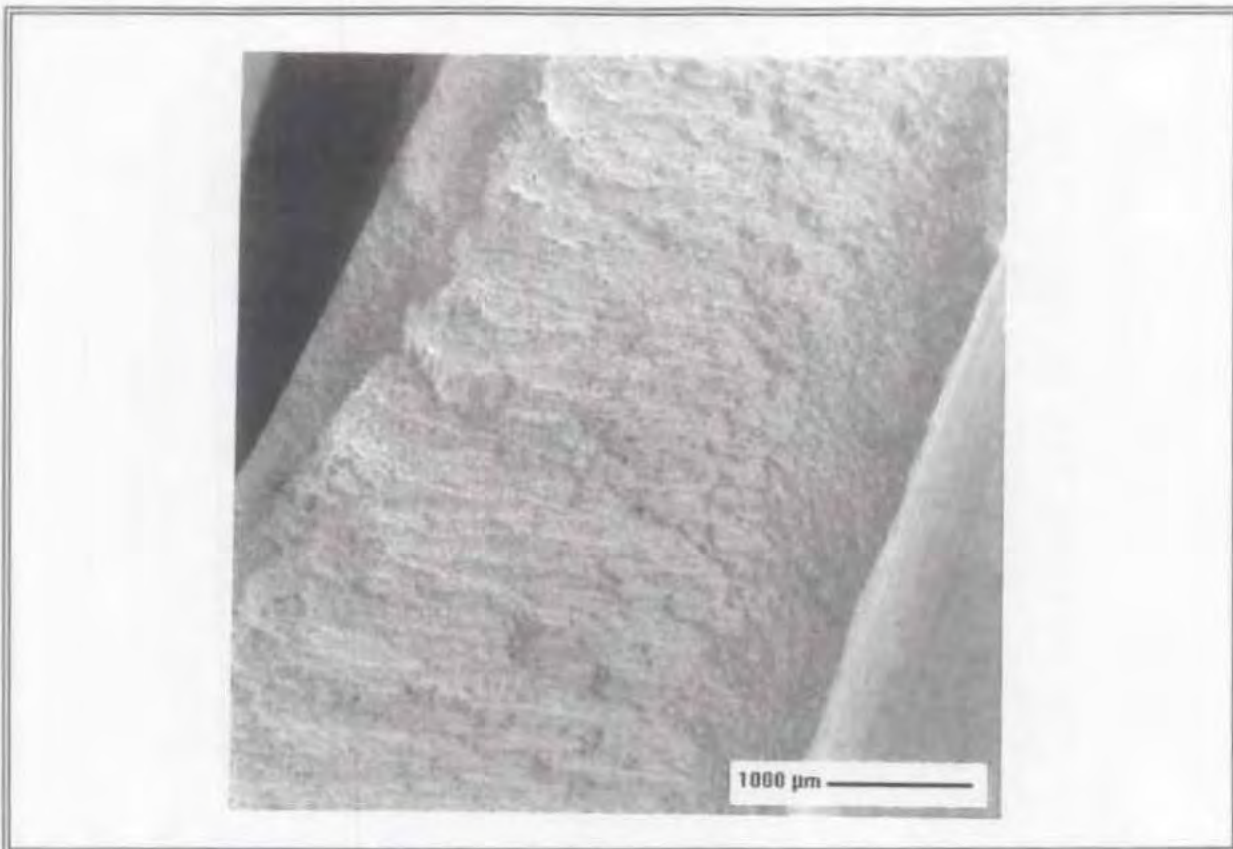


Photo #15 (See Text)

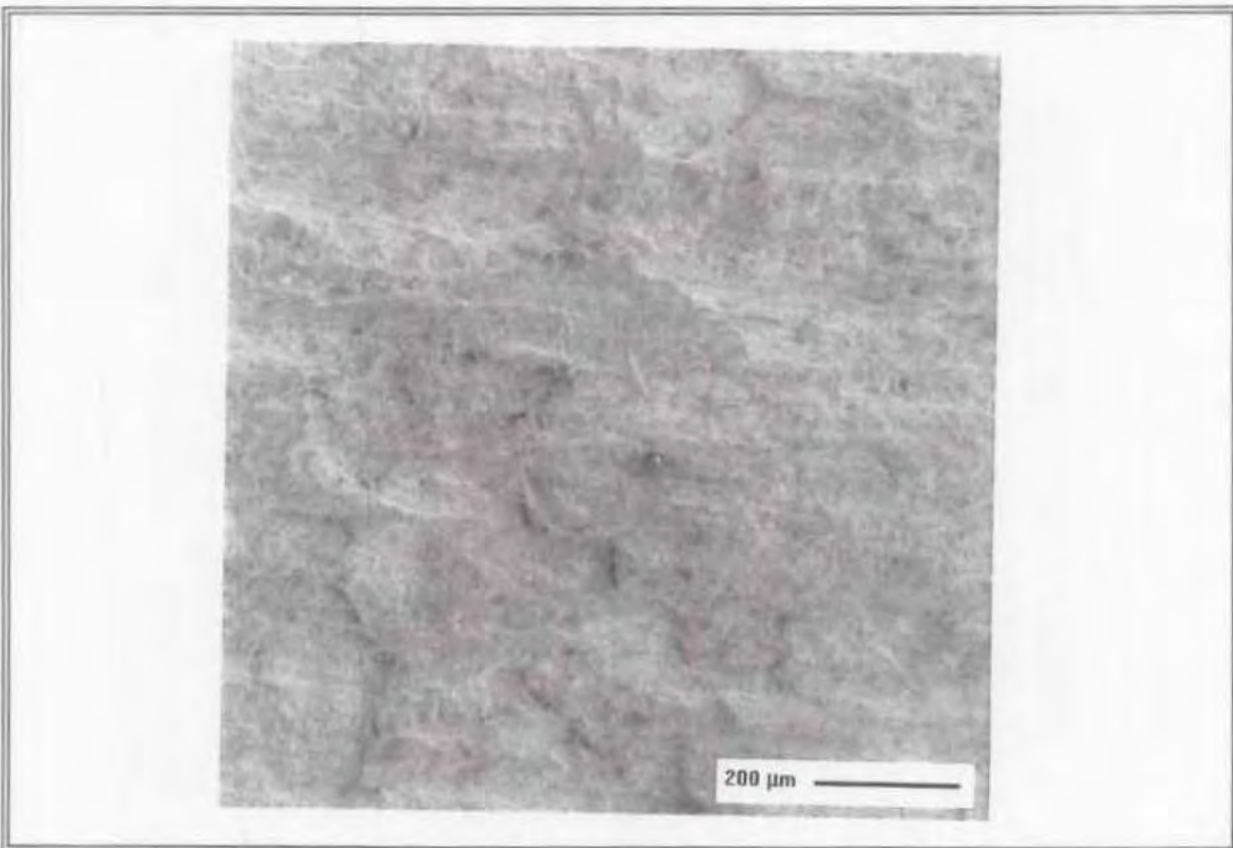


Photo #16 (See Text)

Photo Sheet

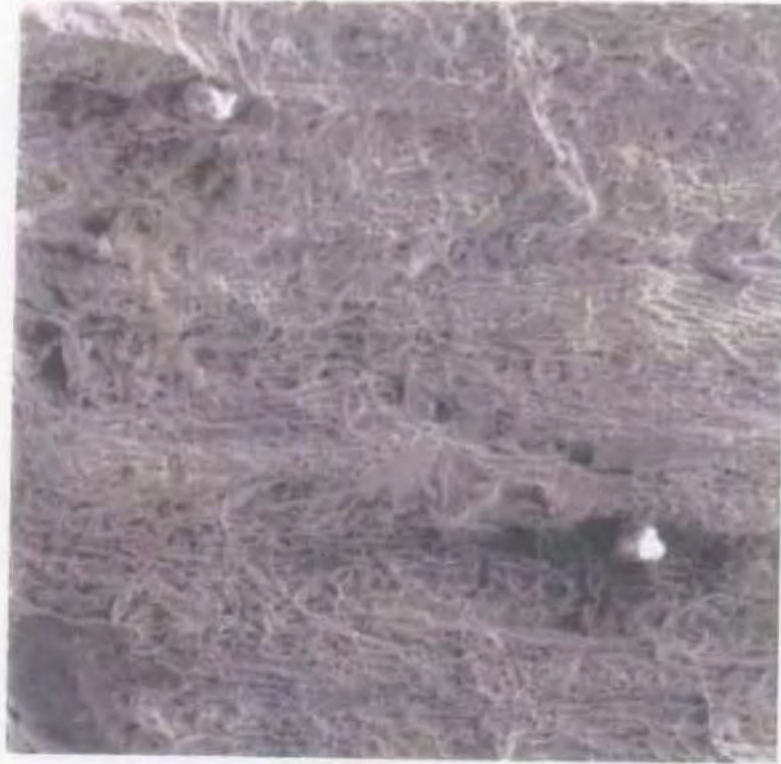


Photo #17 (See Text)



Photo #18 (See Text)

Photo Sheet

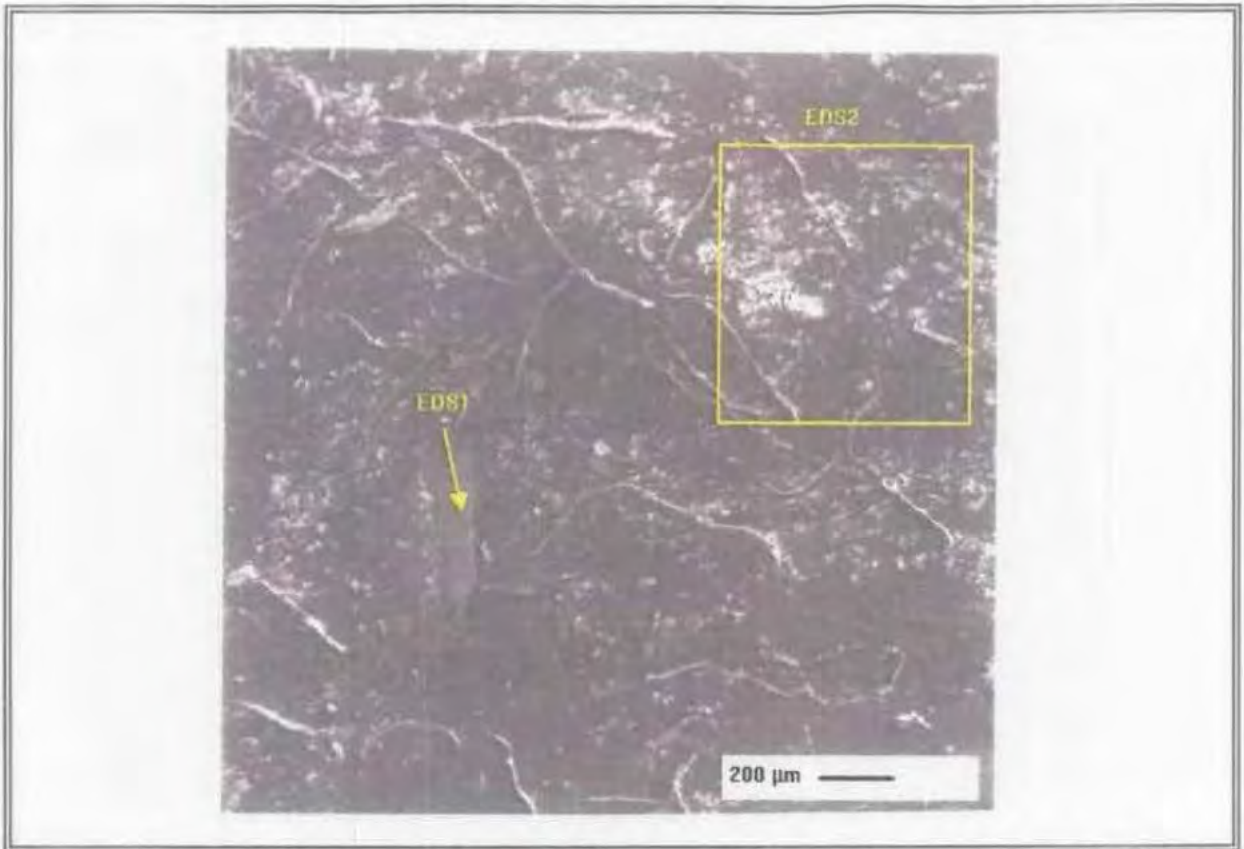


Photo #19 (See Text)

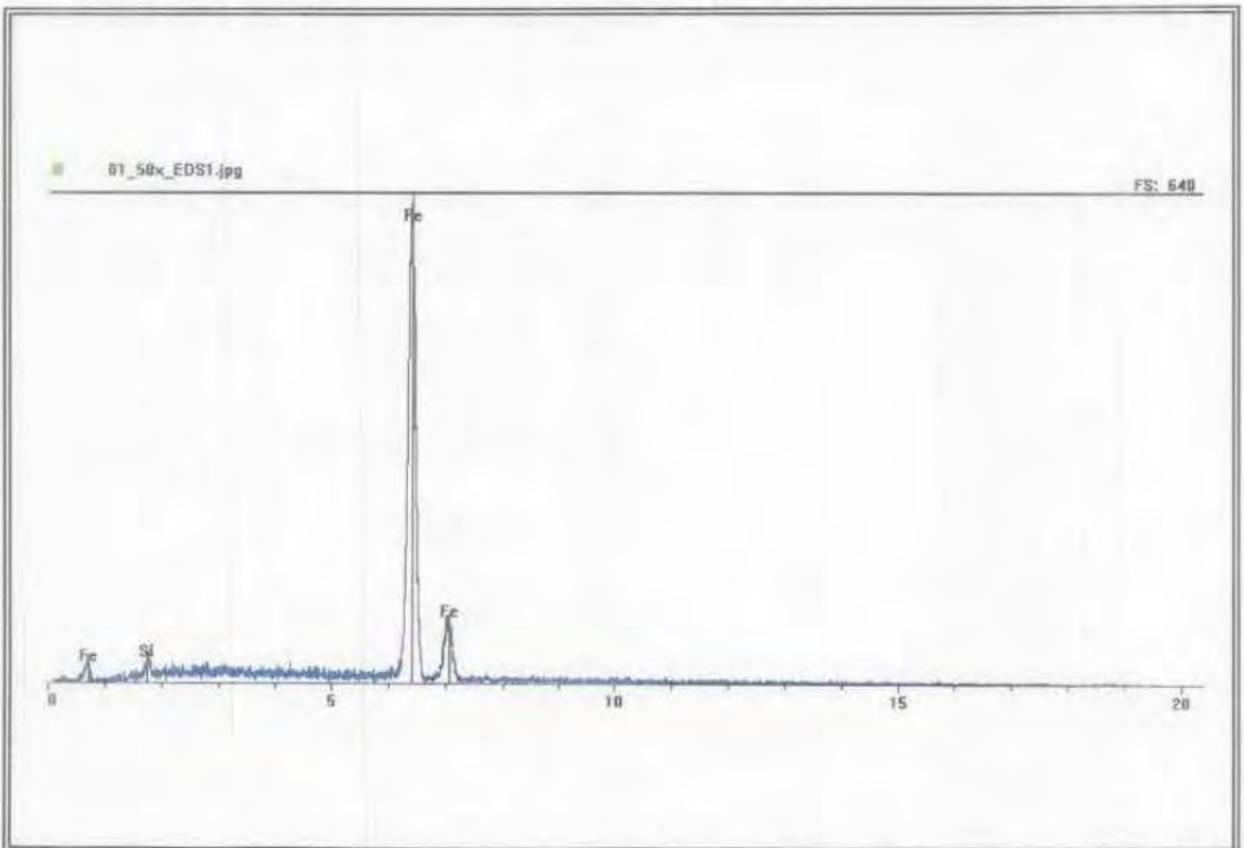


Photo #20 (See Text)

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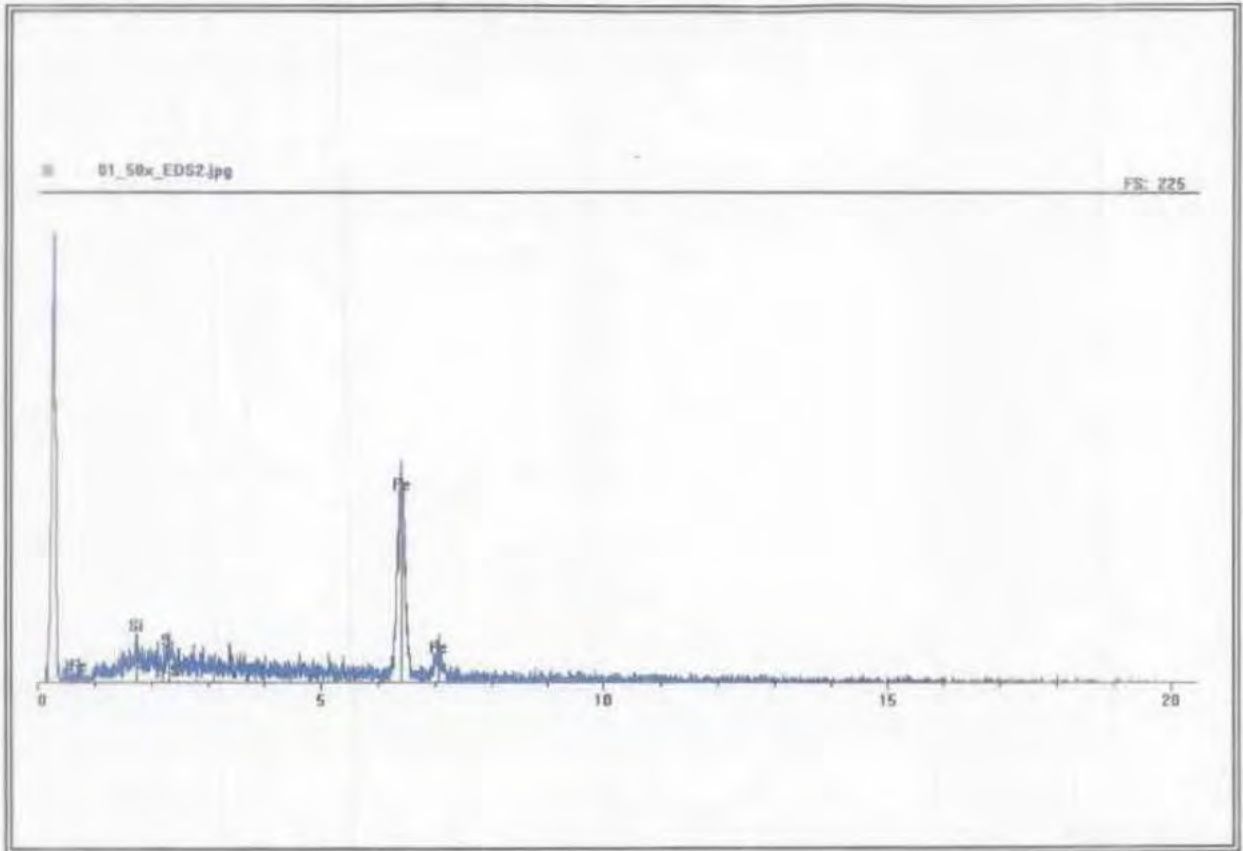


Photo #21 (See Text)



Photo #22 (See Text)

Photo Sheet



Photo #23 (See Text)



Photo #24 (See Text)

Photo Sheet



Photo #25 (See Text)

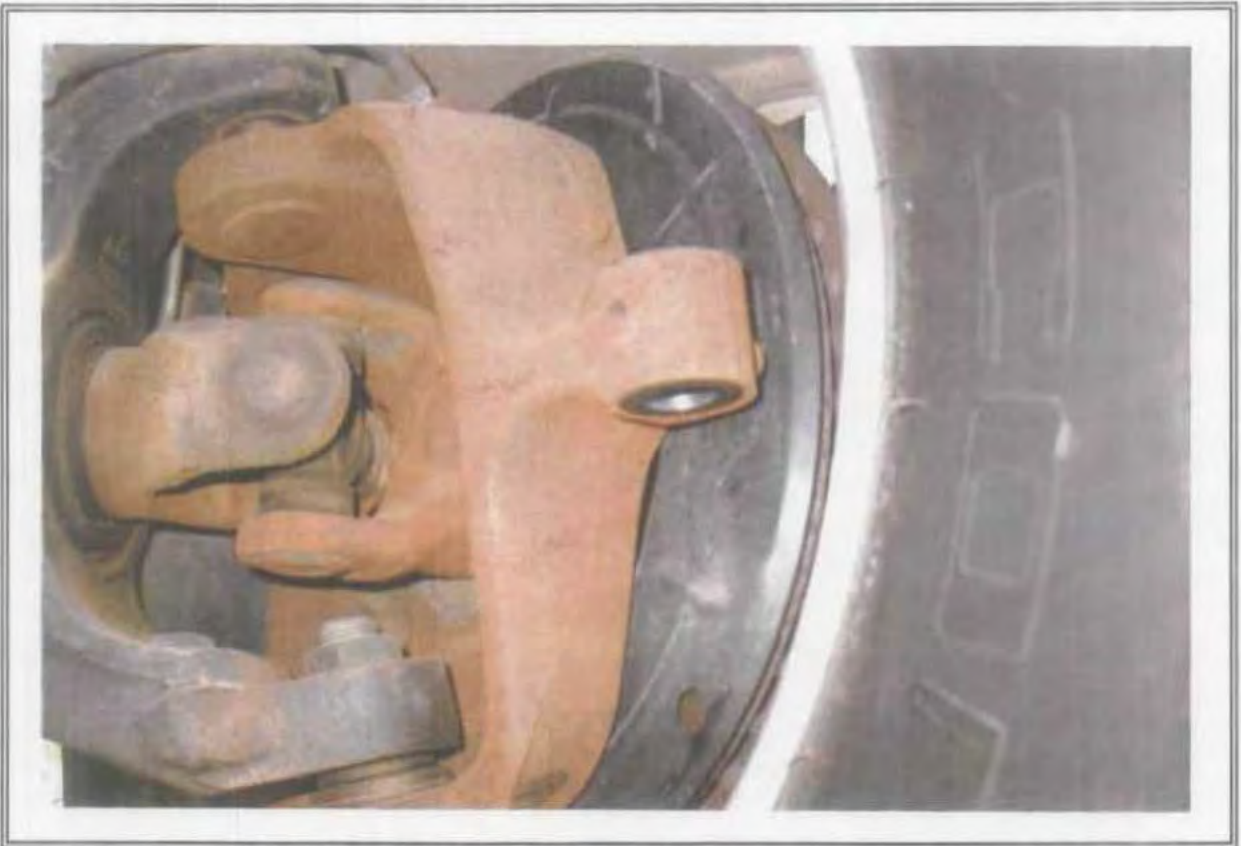


Photo #26 (See Text)

Photo Sheet



Photo #27 (See Text)



Photo #28 (See Text)

Photo Sheet



Photo #29 (See Text)



Photo #30 (See Text)

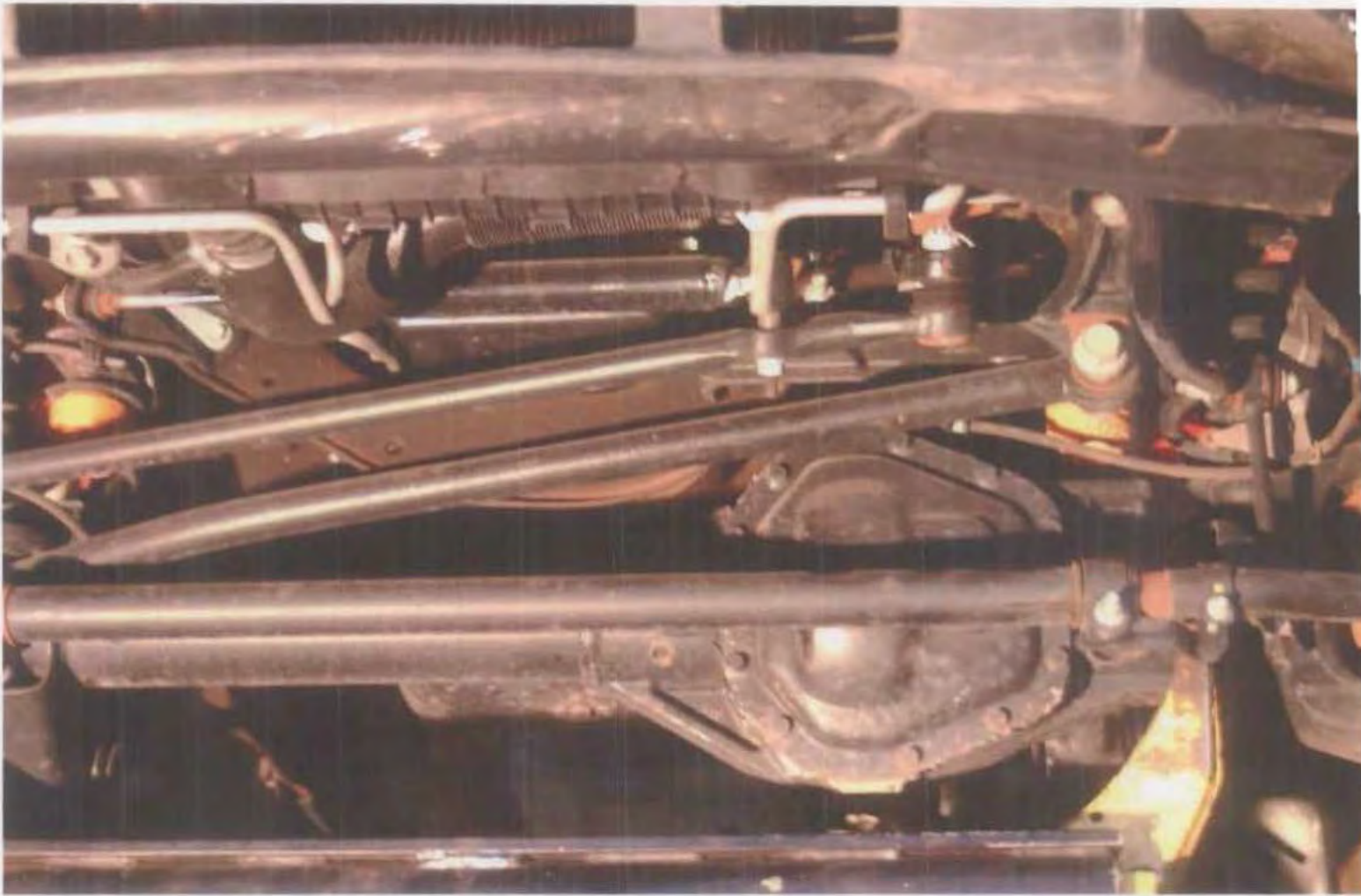




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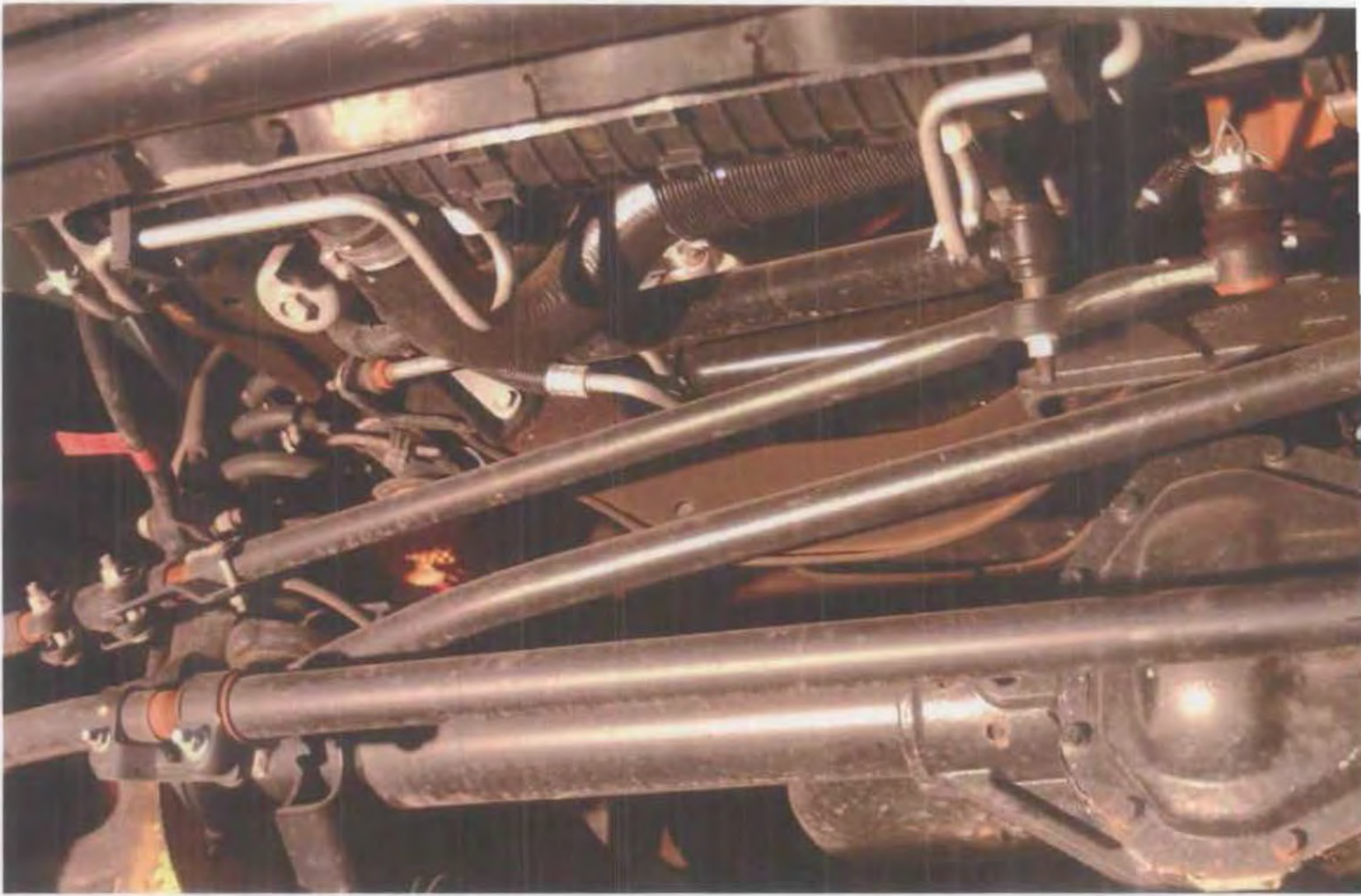
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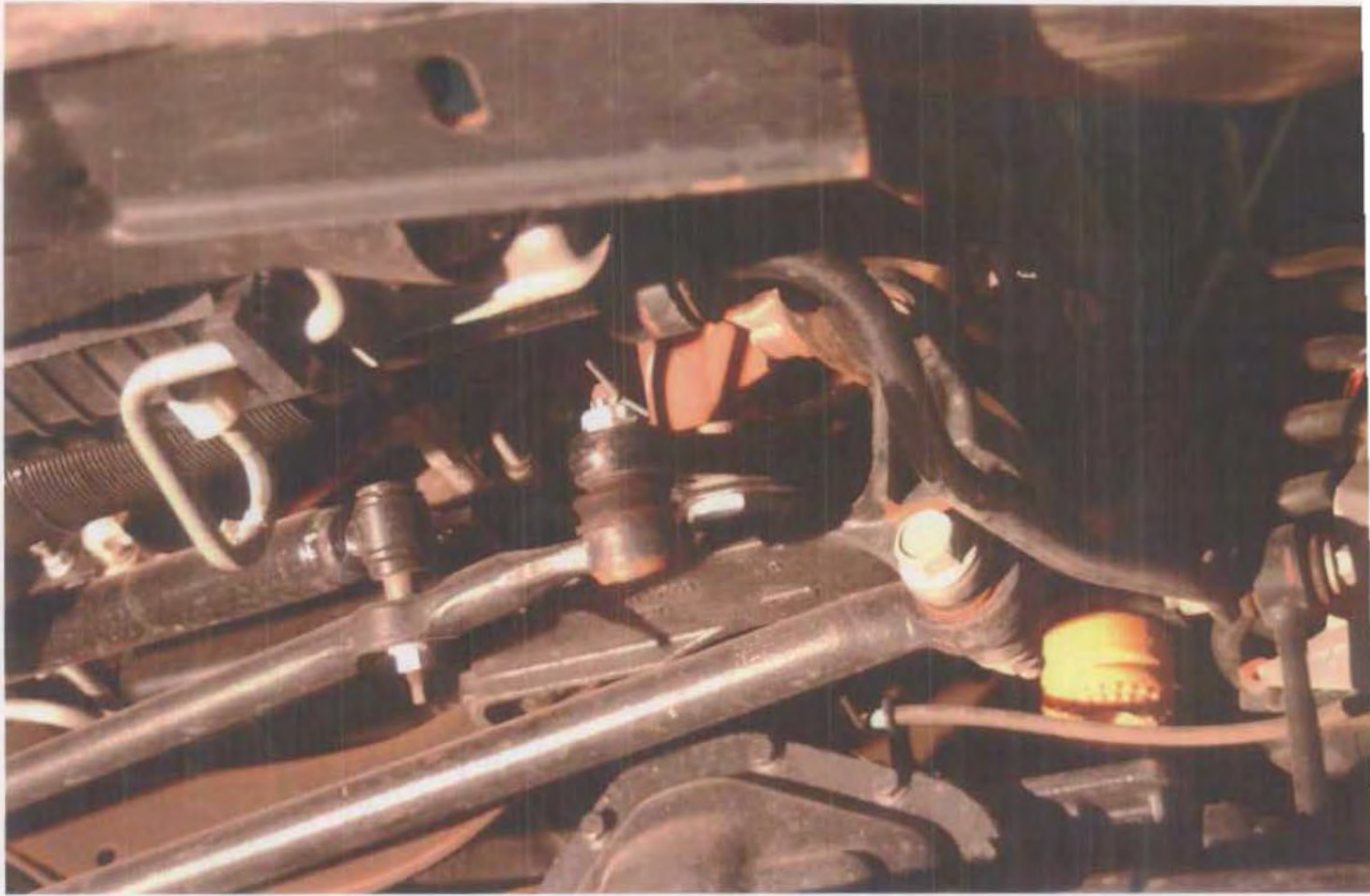


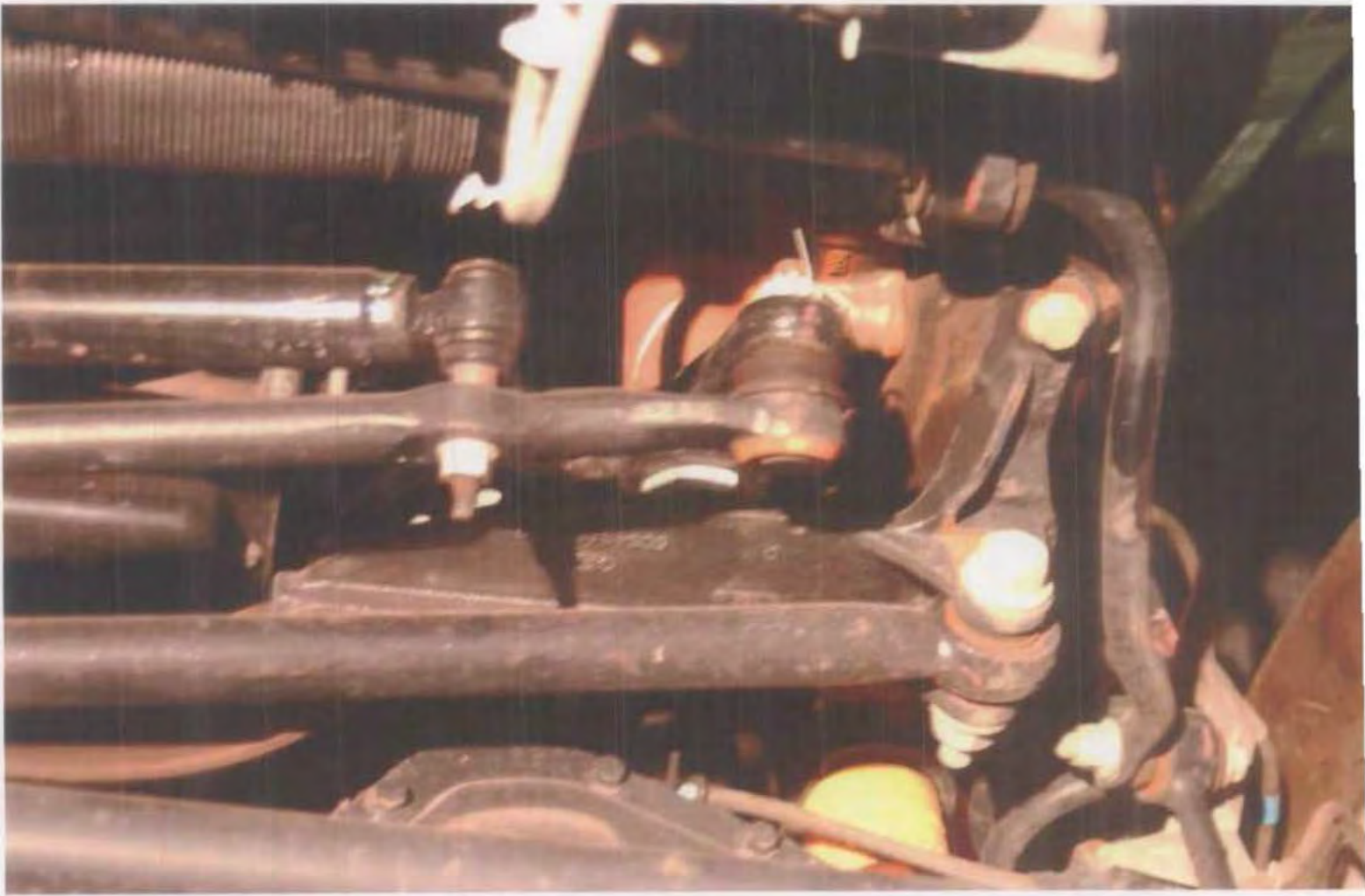


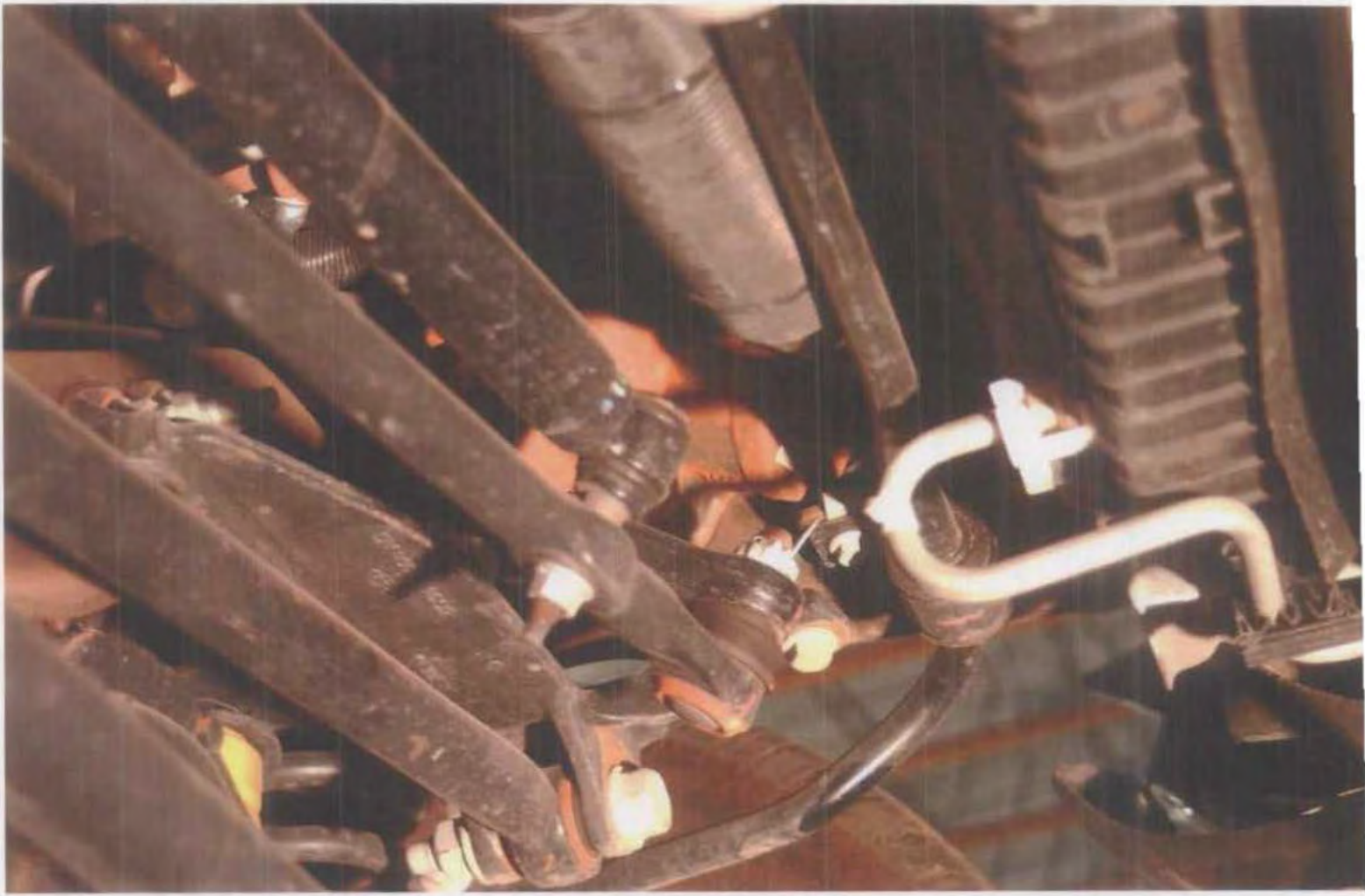


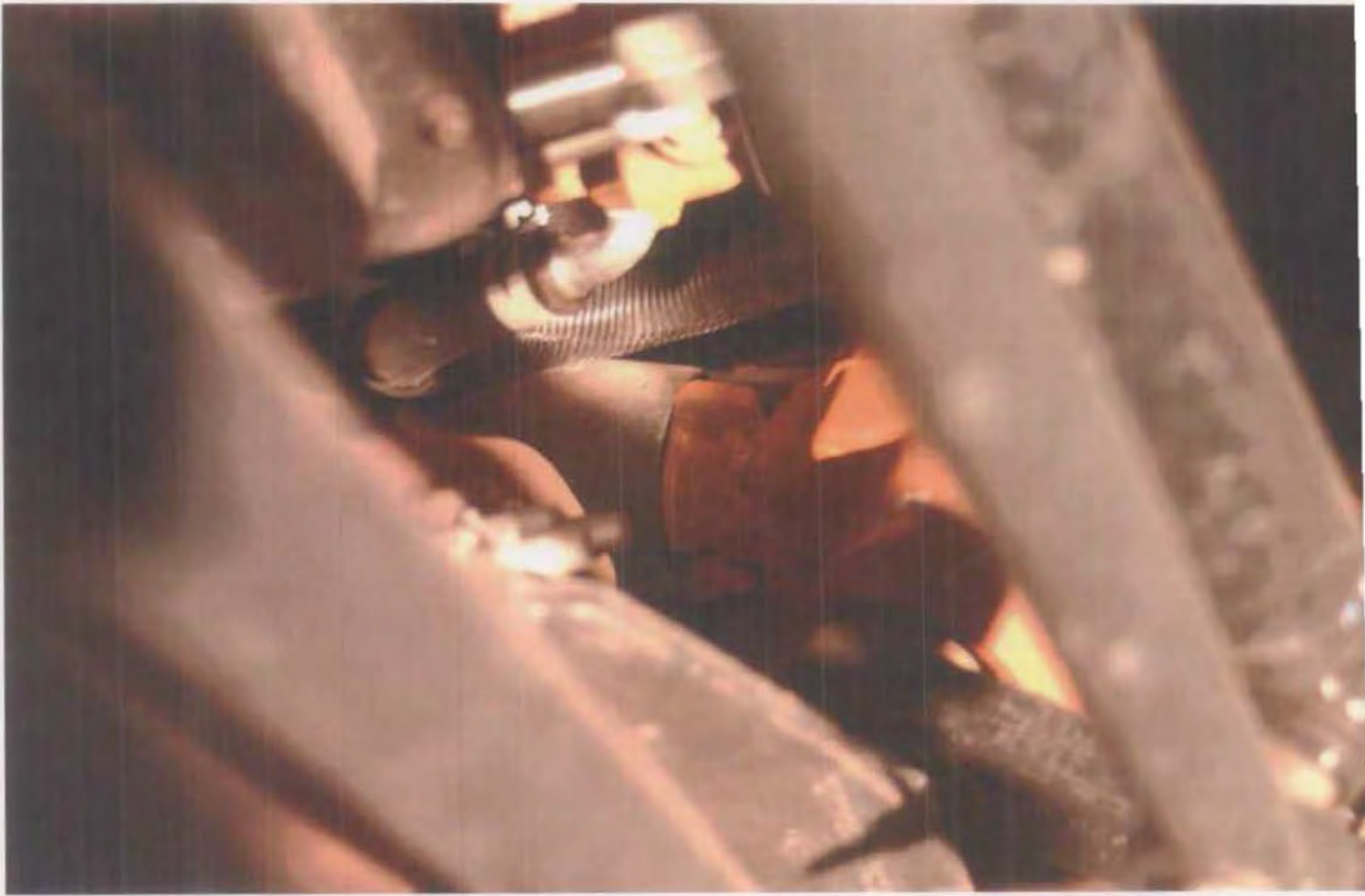
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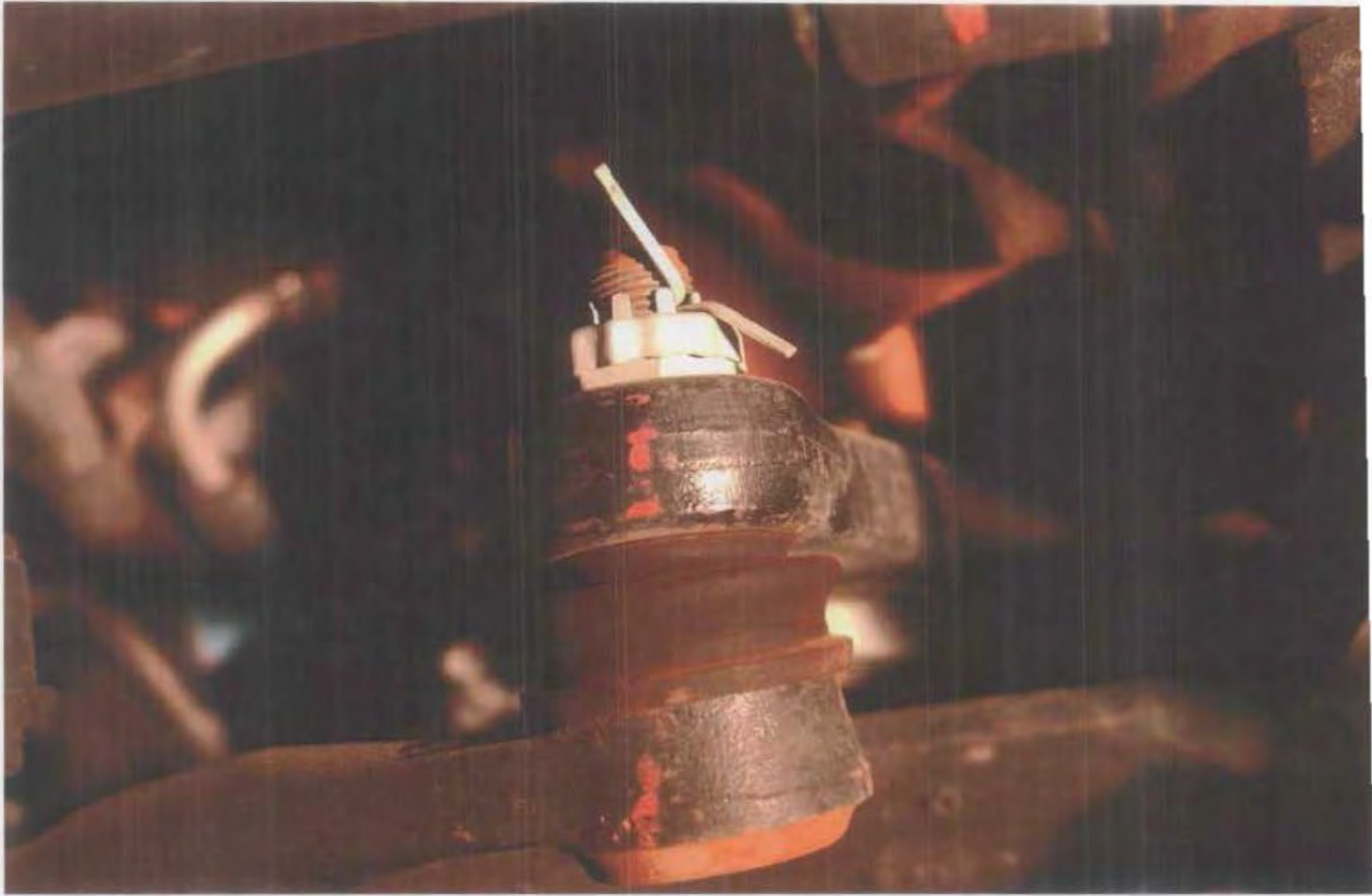








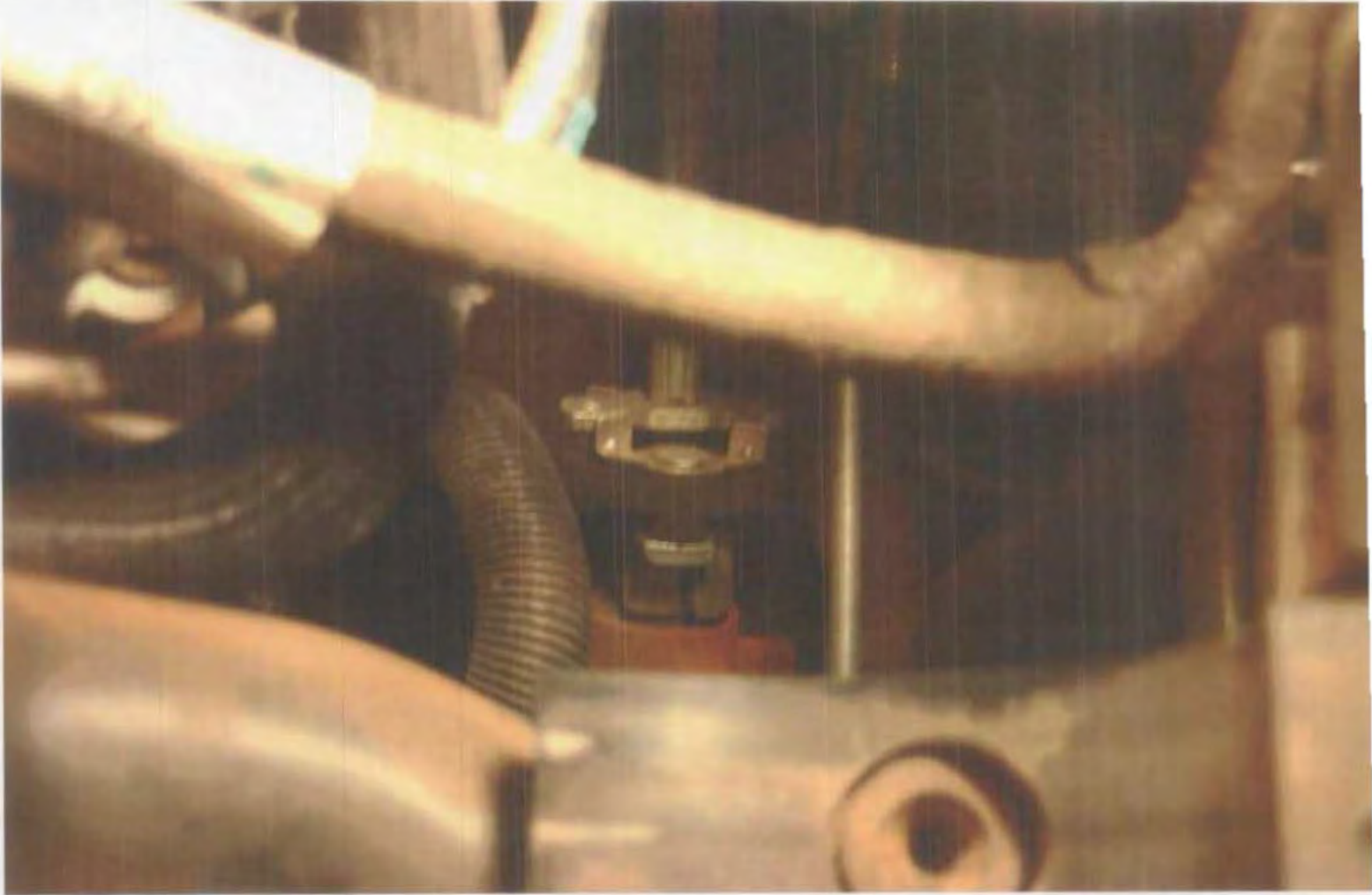




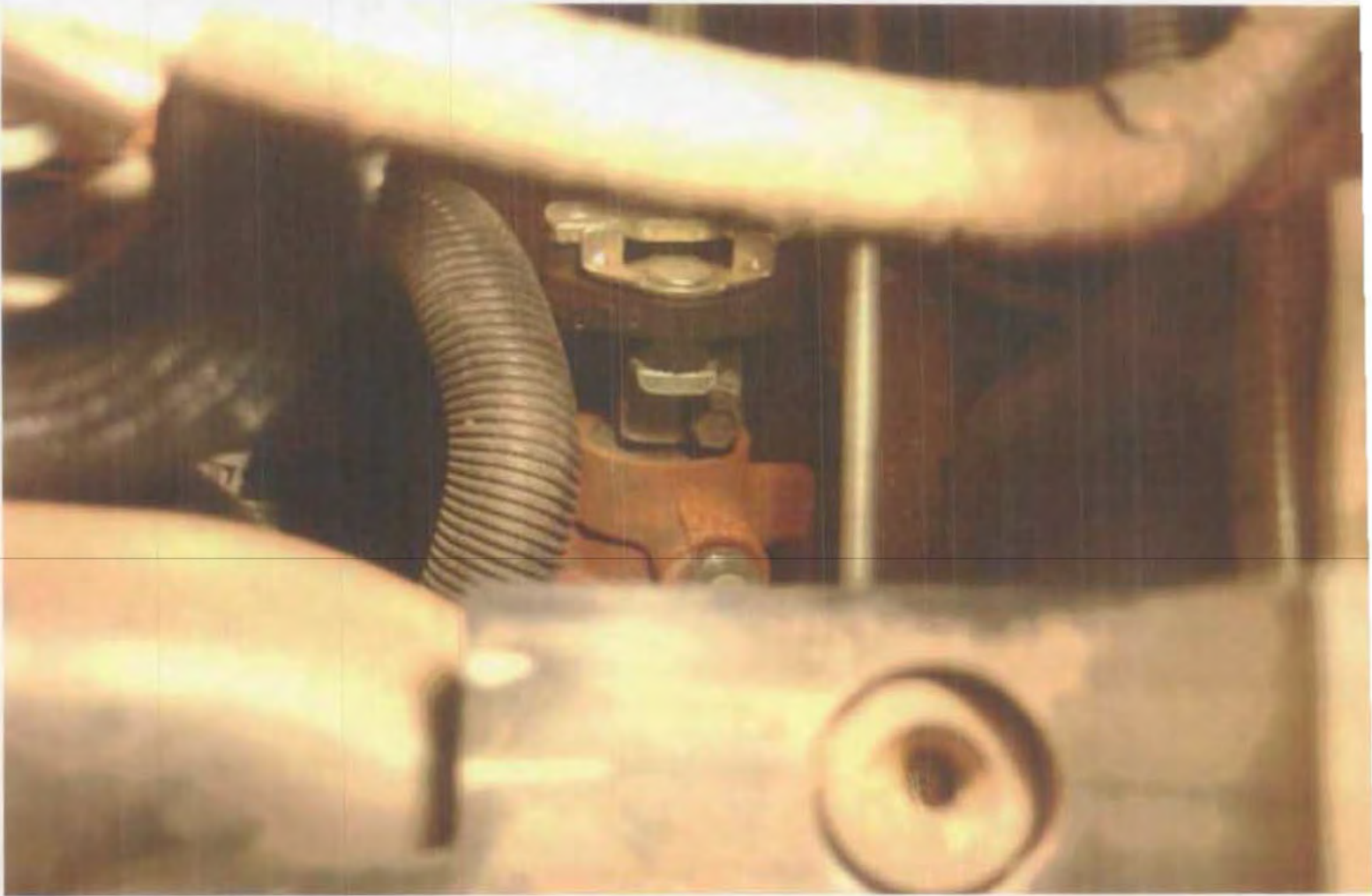






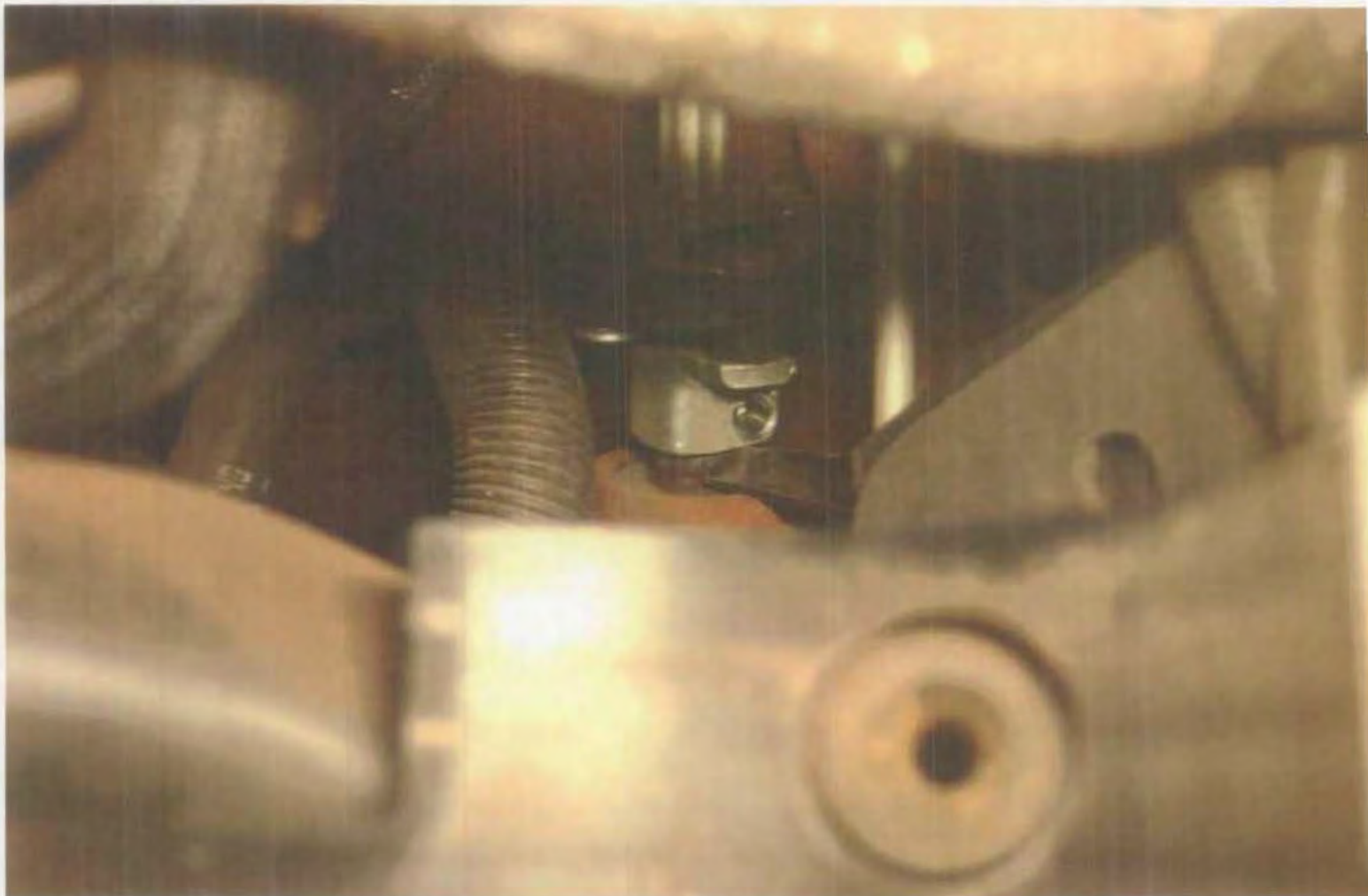


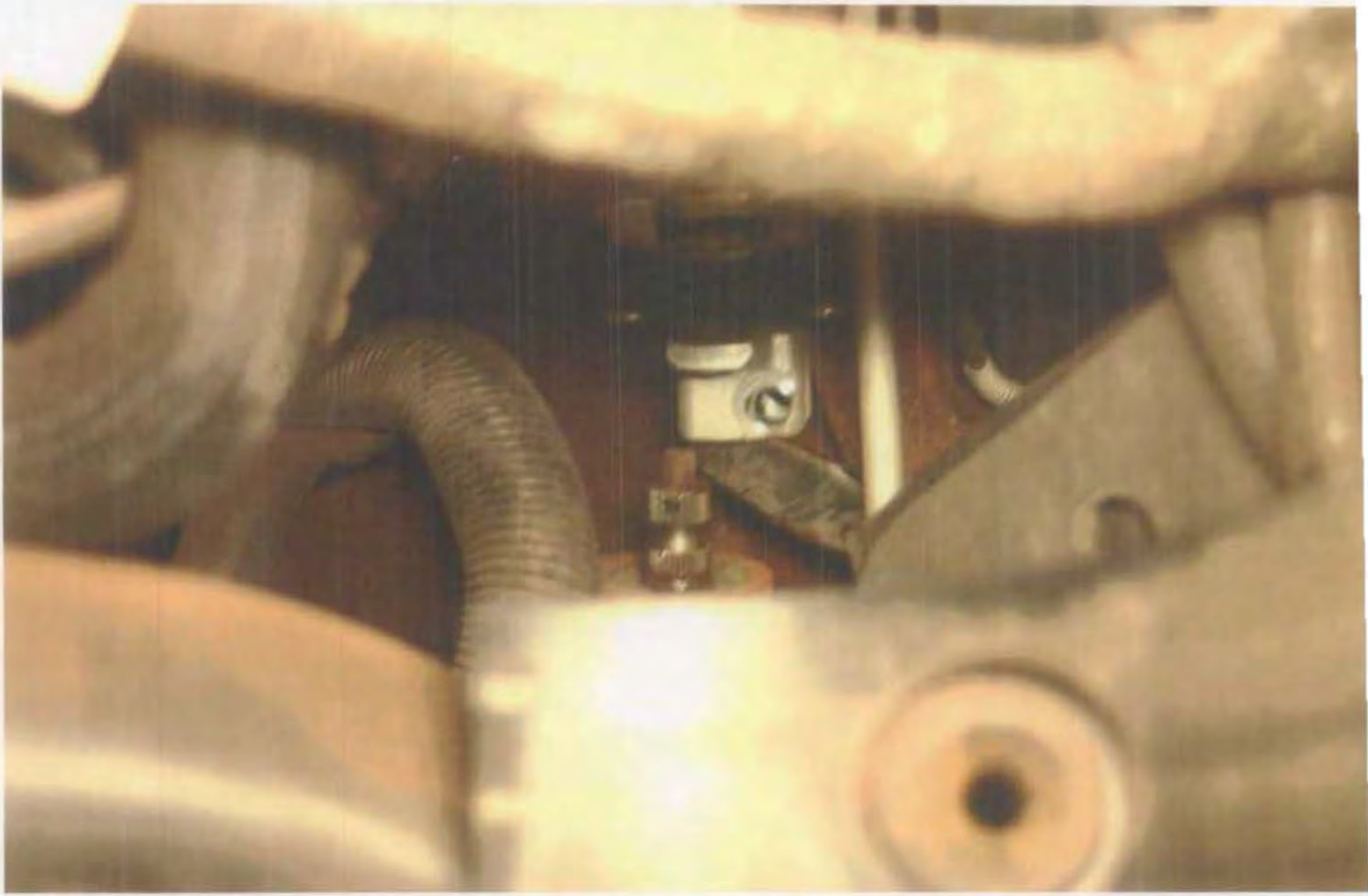
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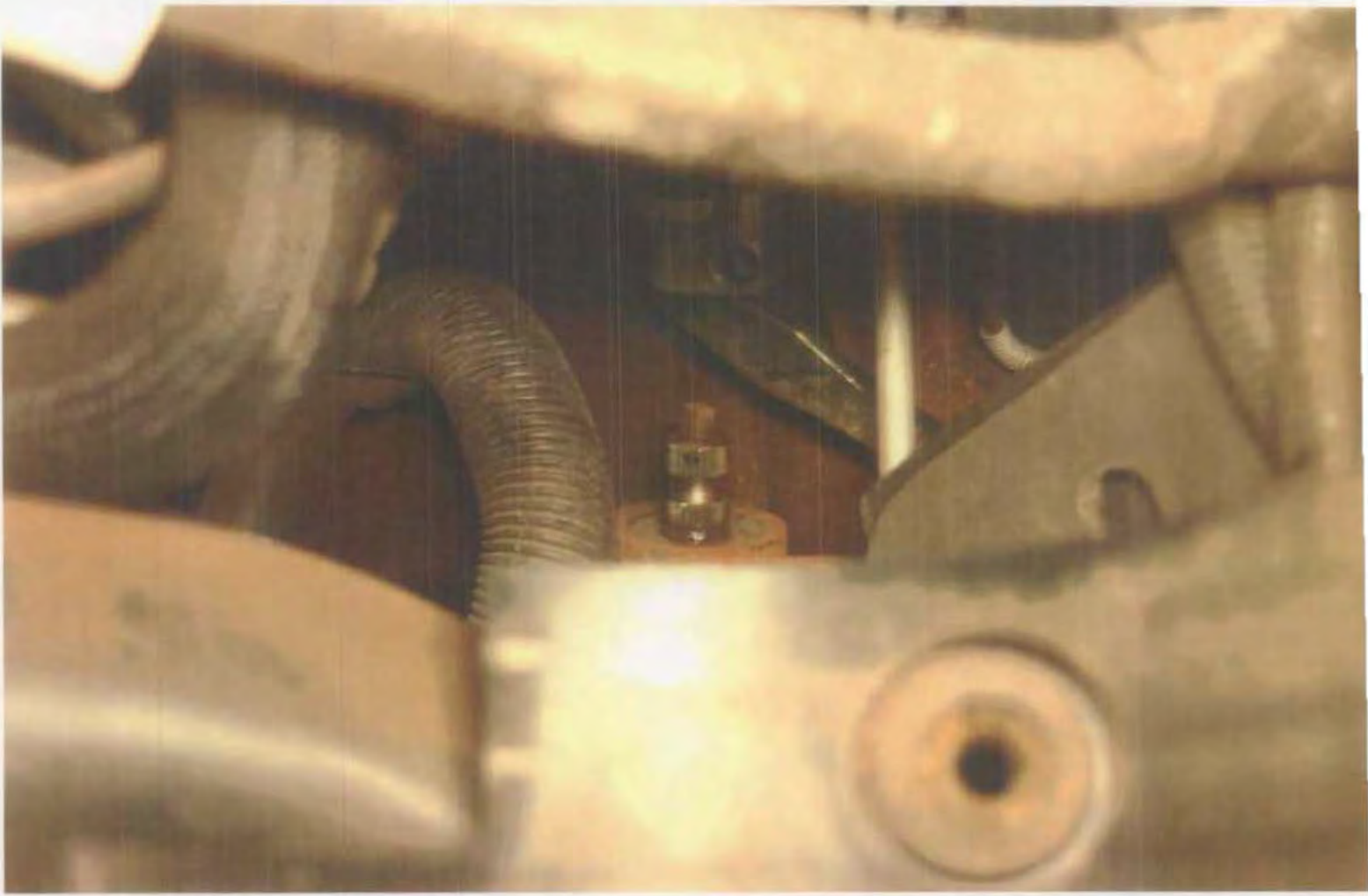








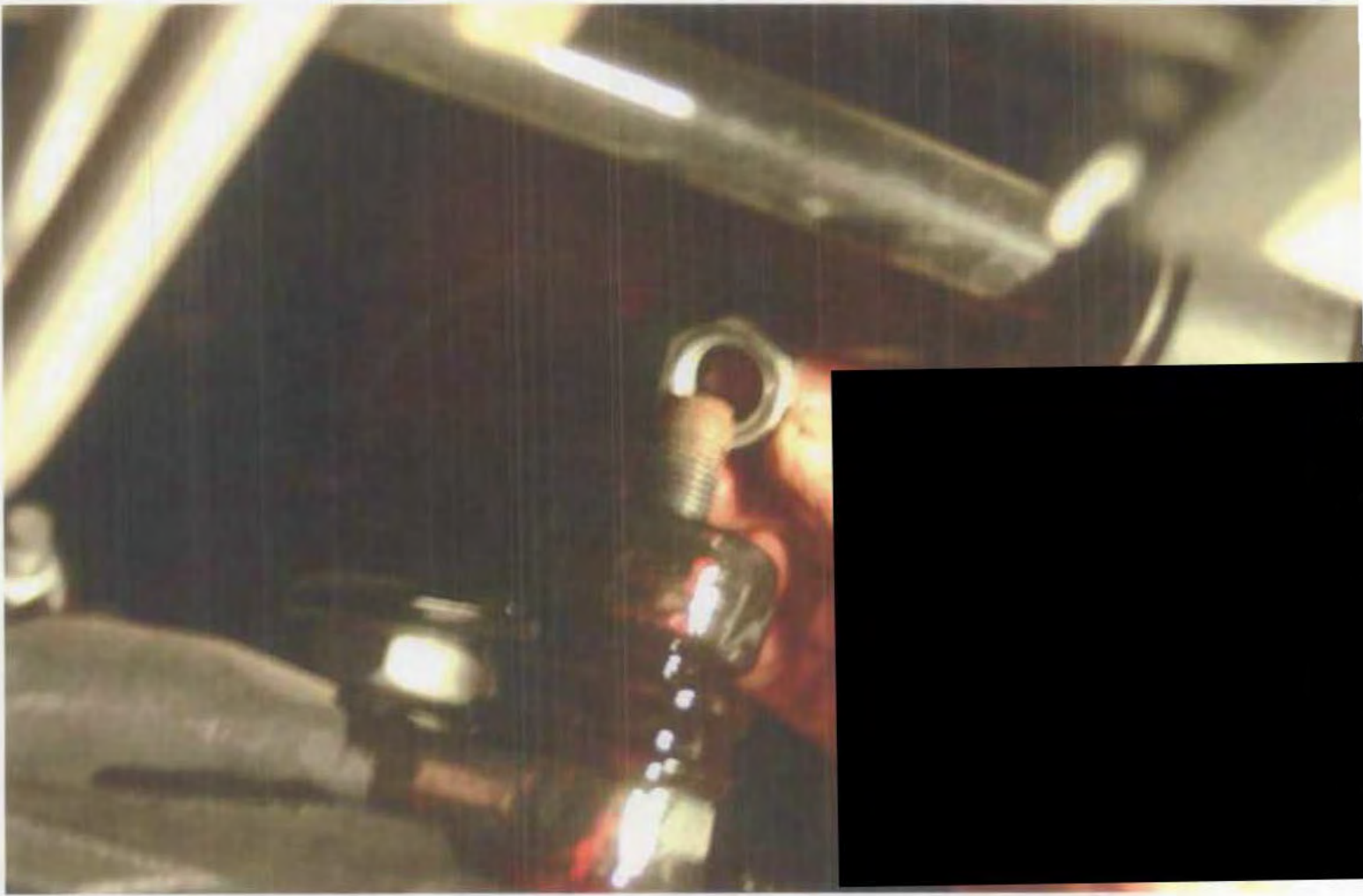




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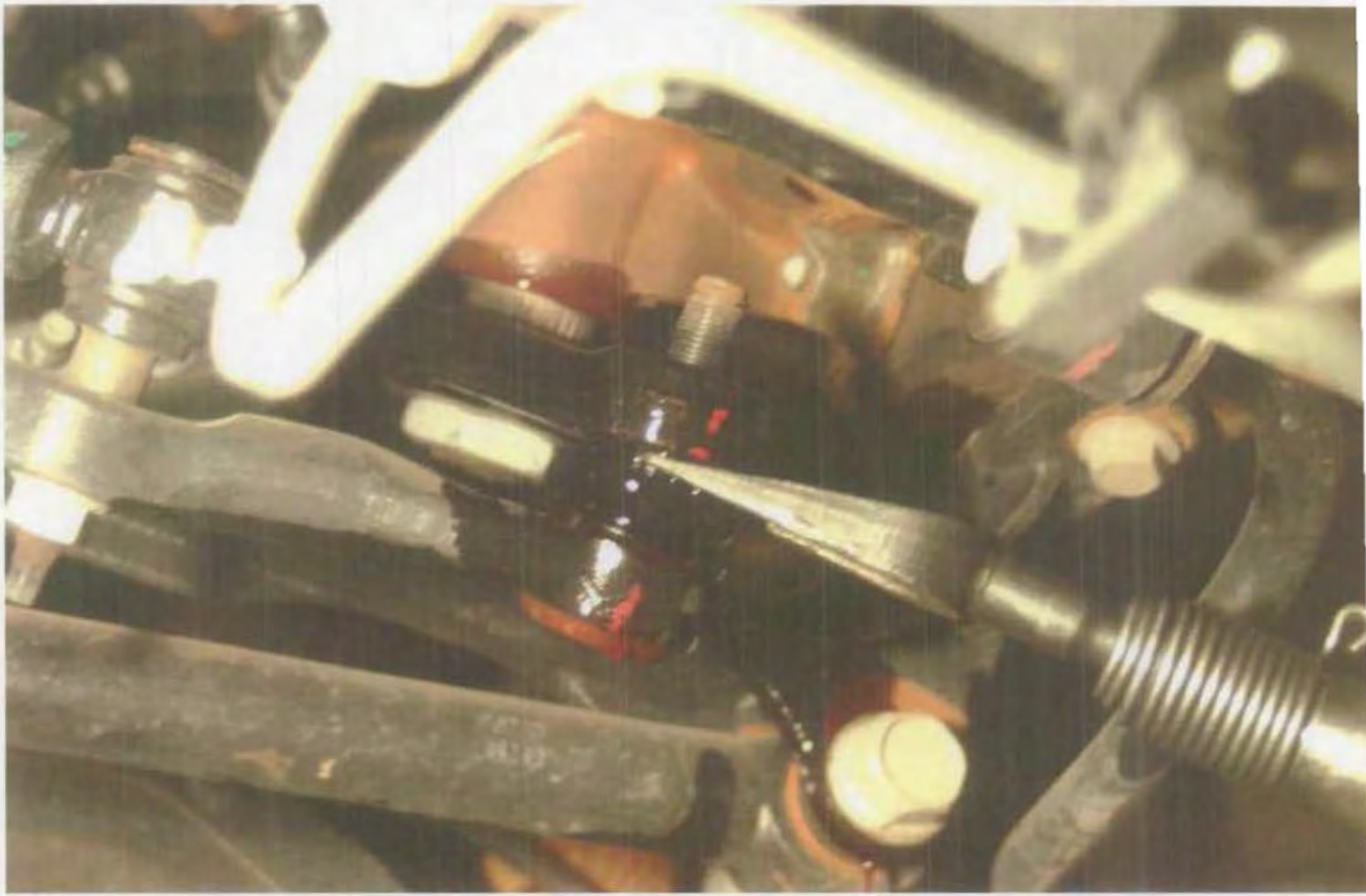


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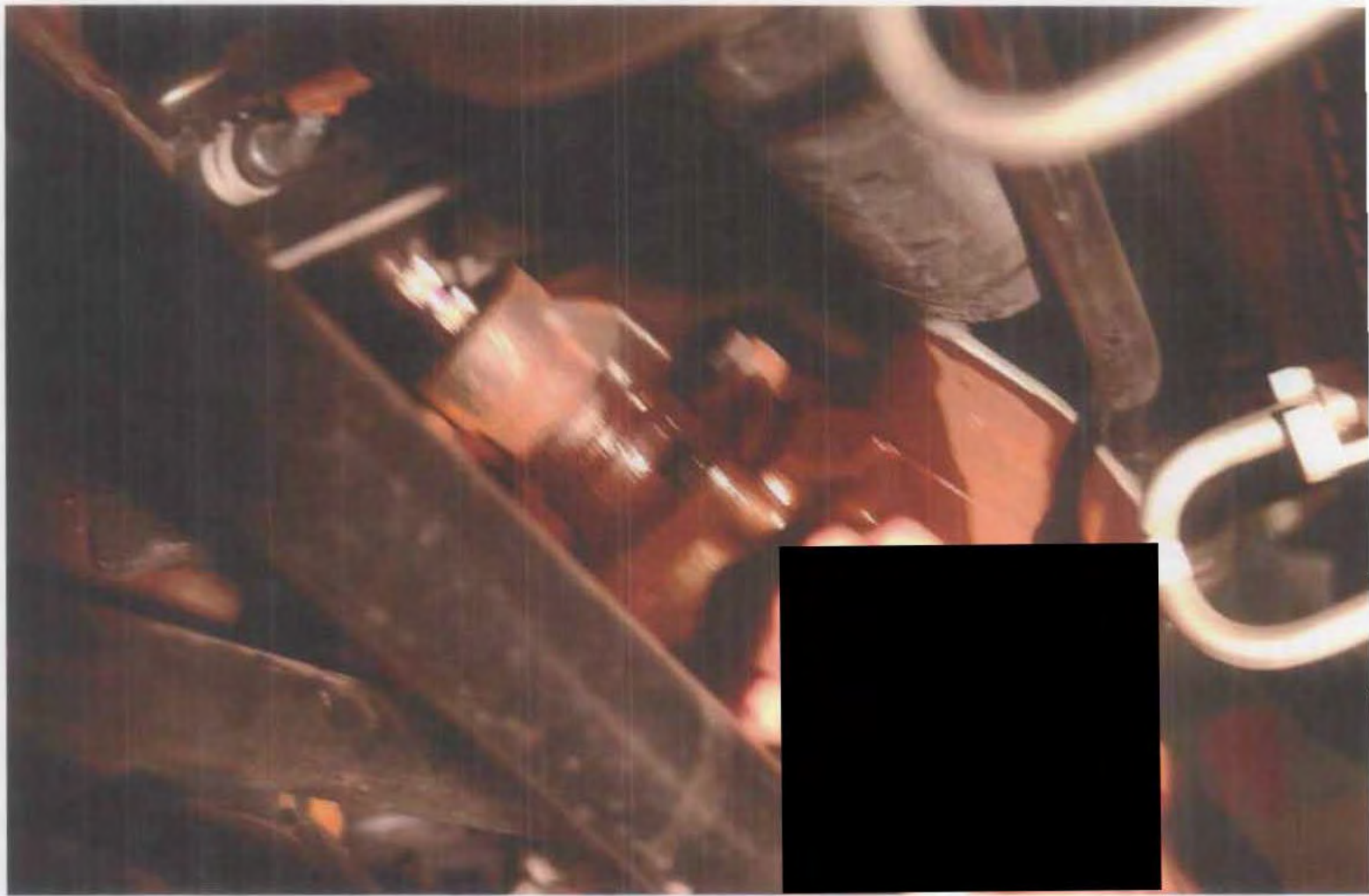














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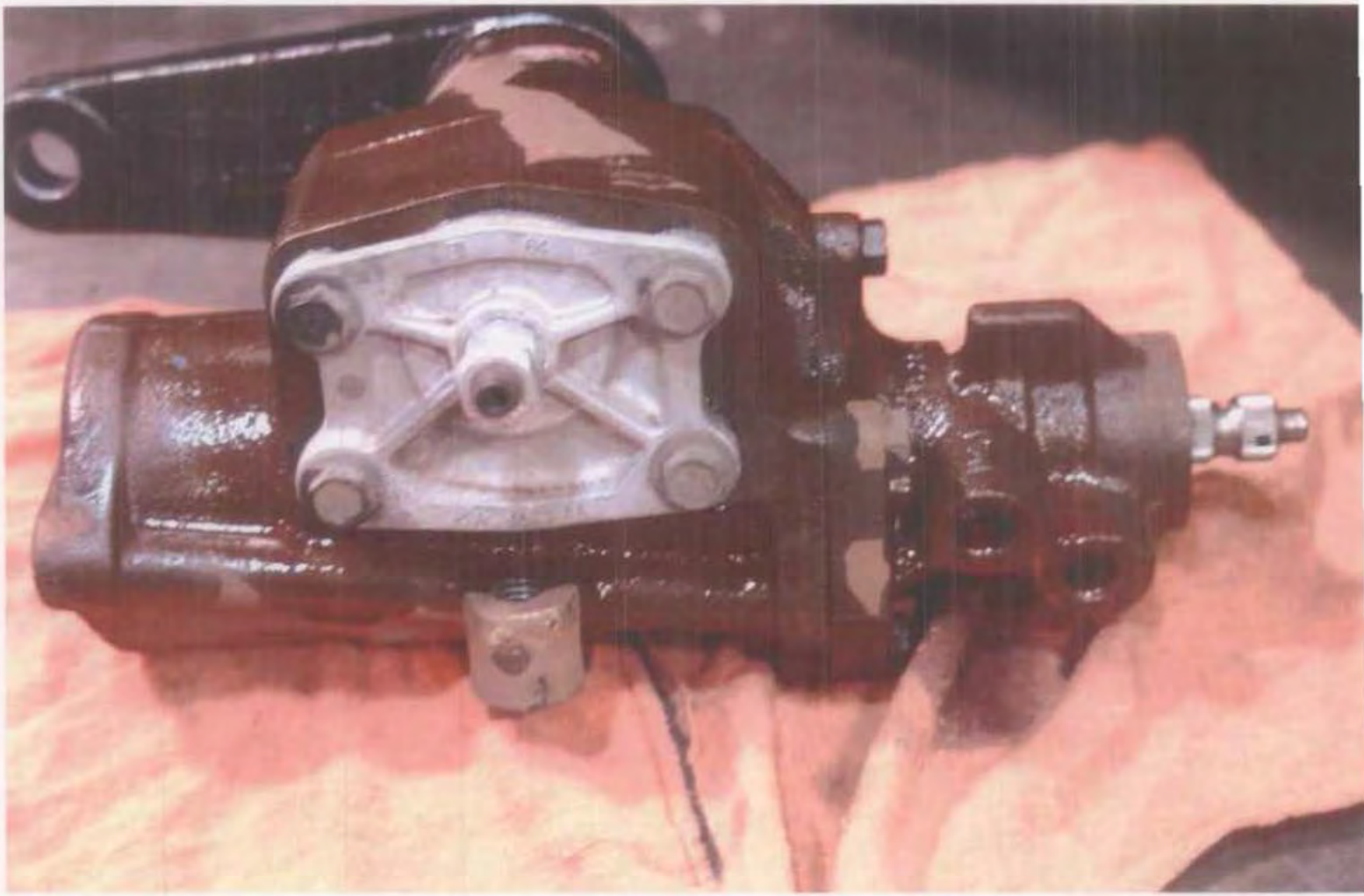




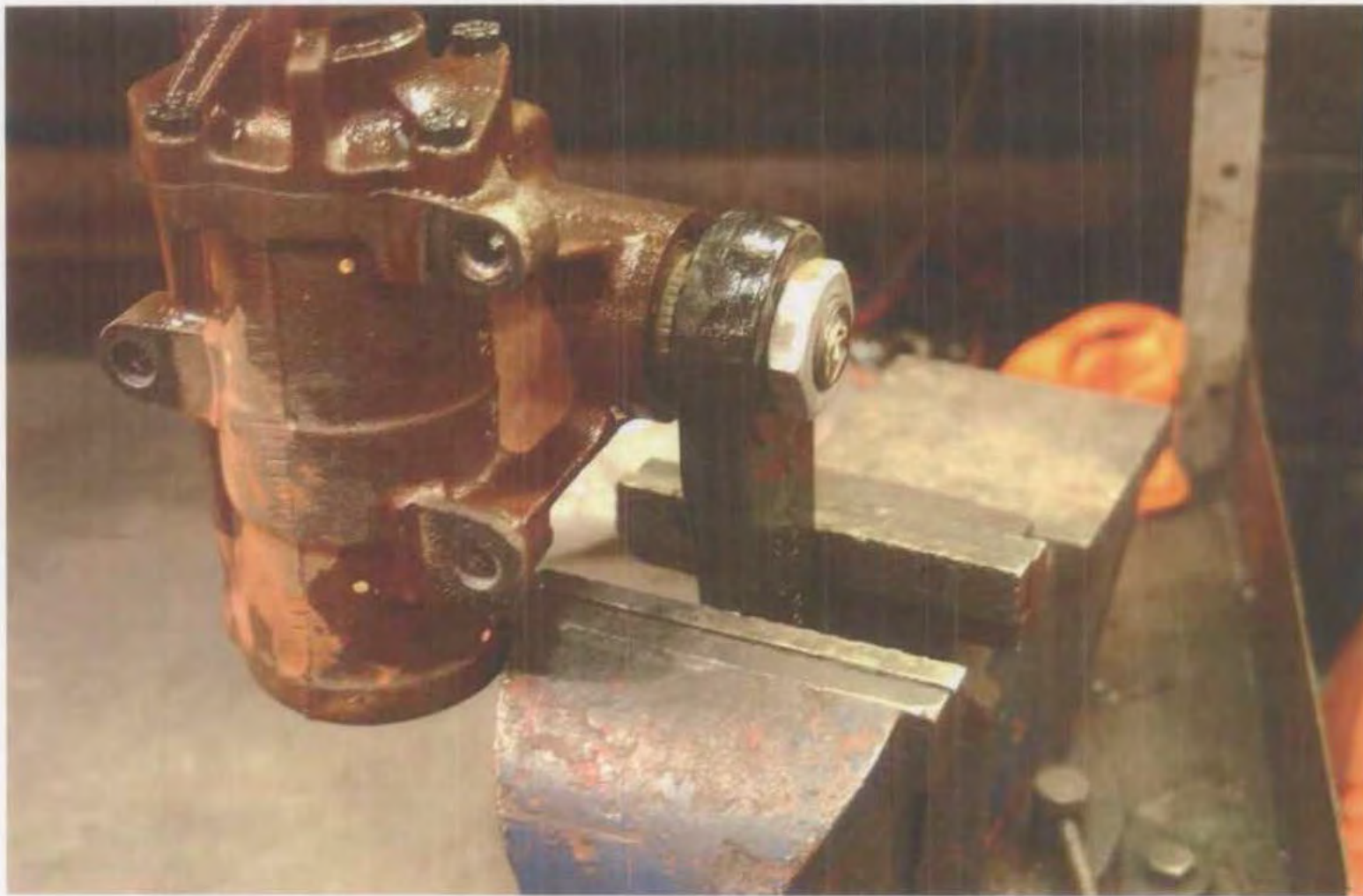


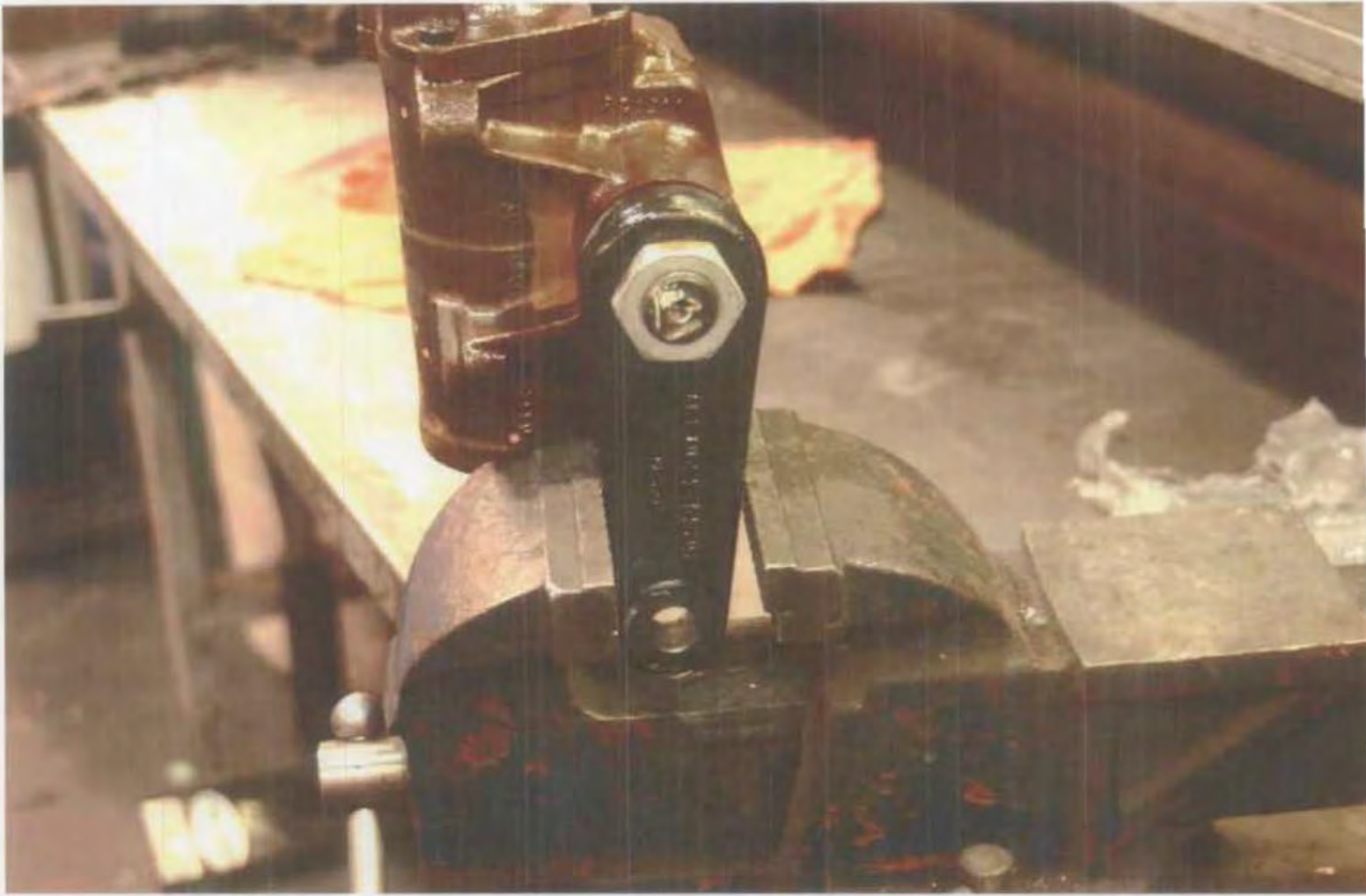




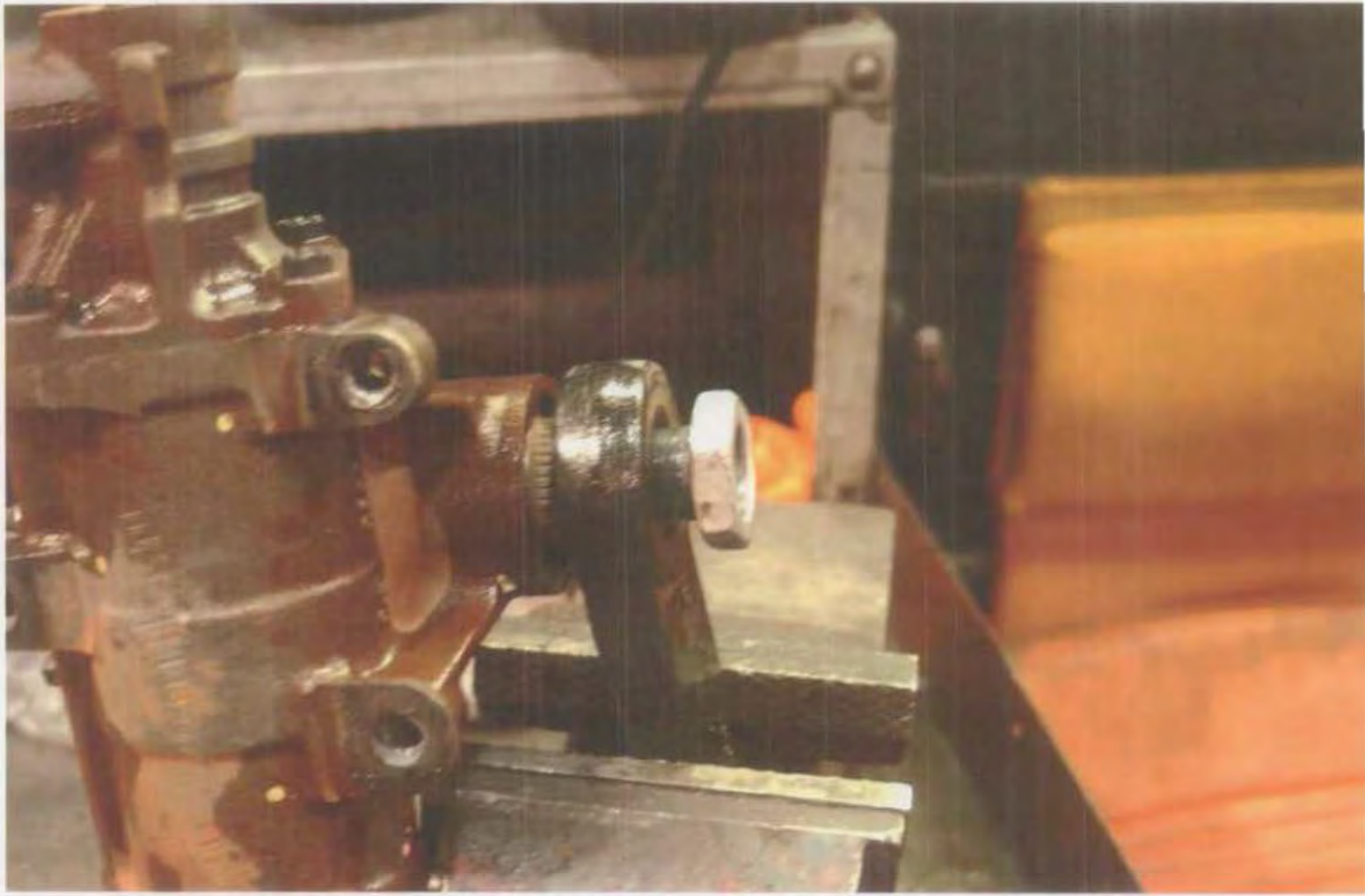




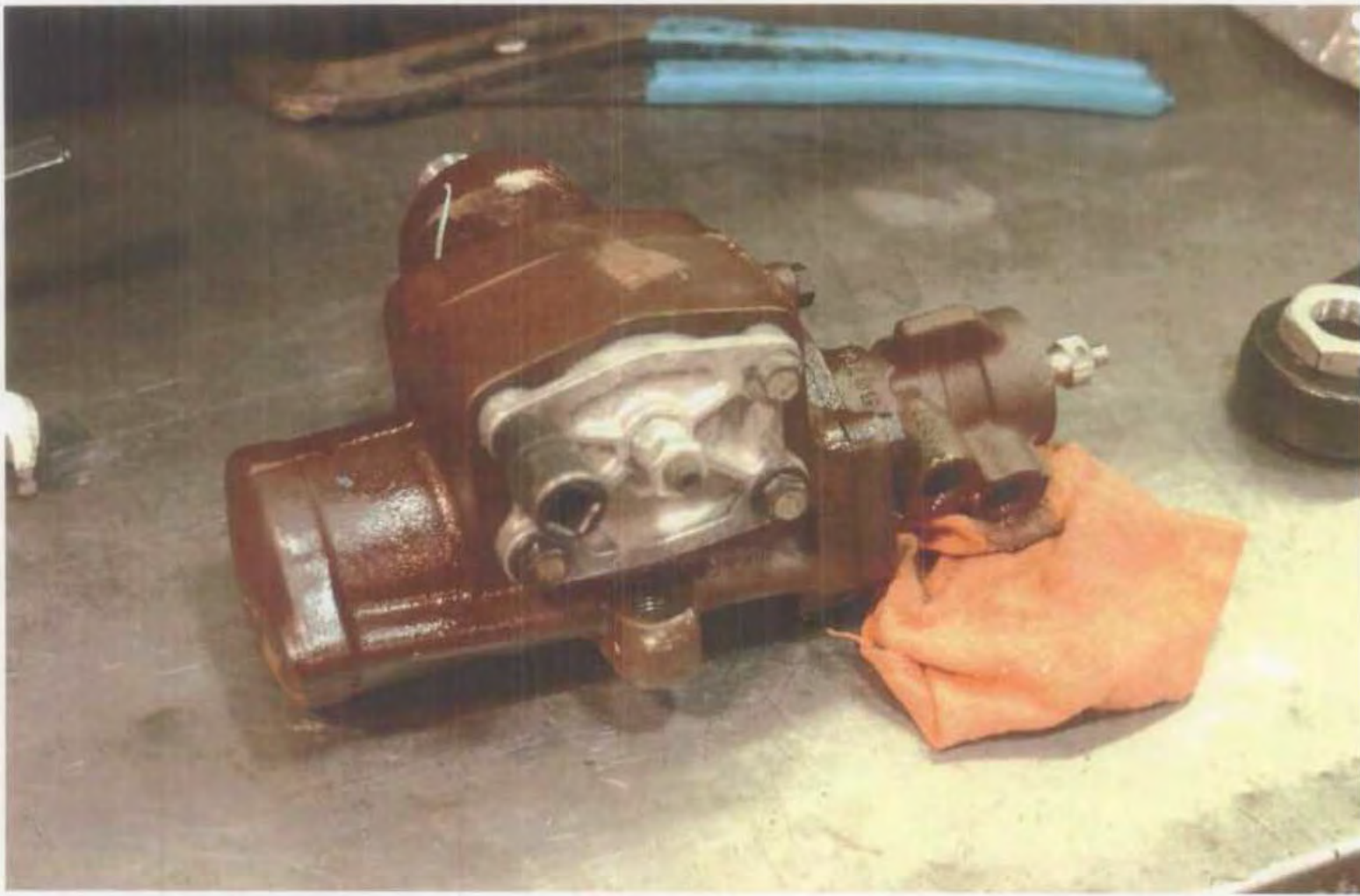






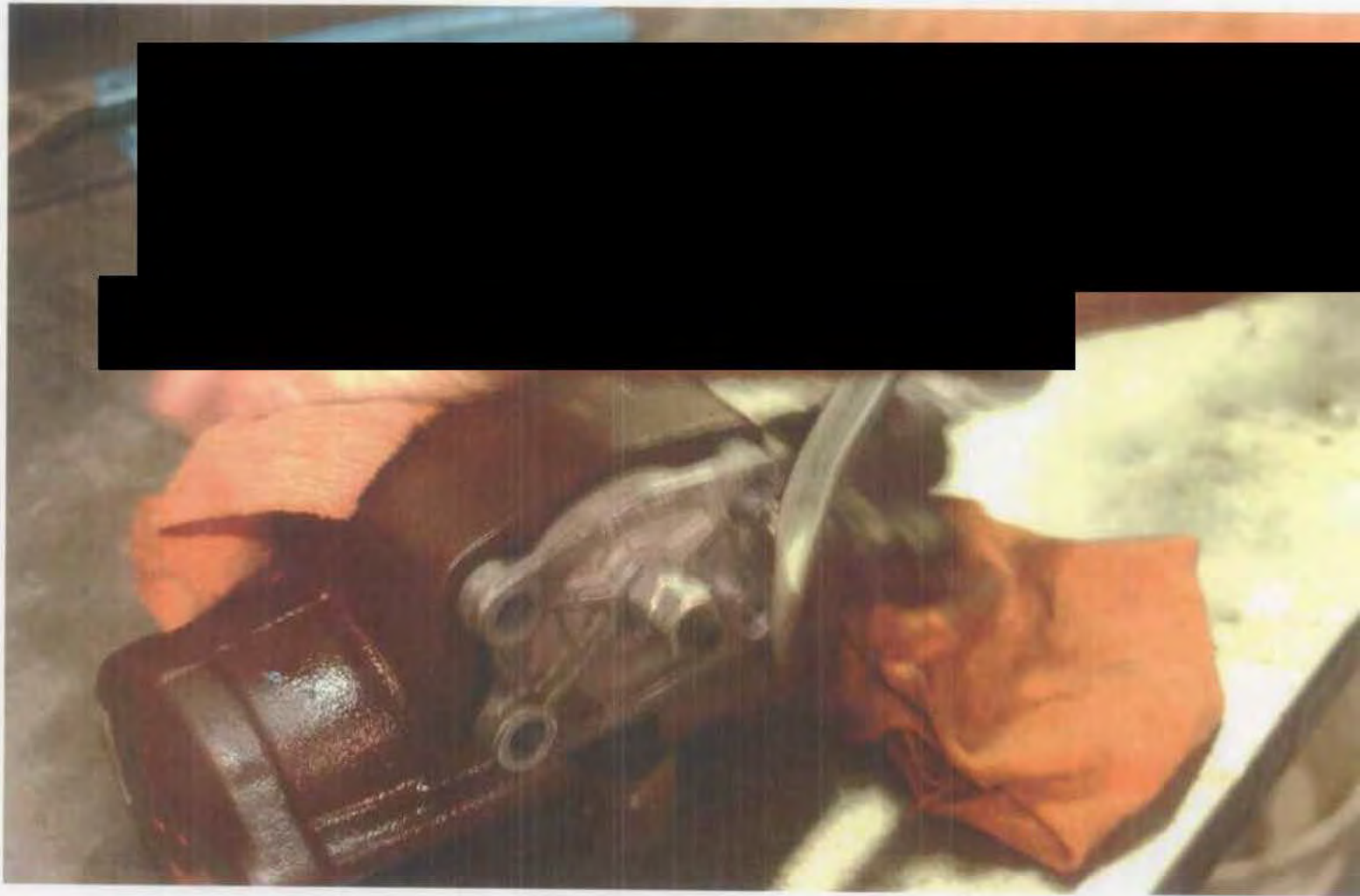


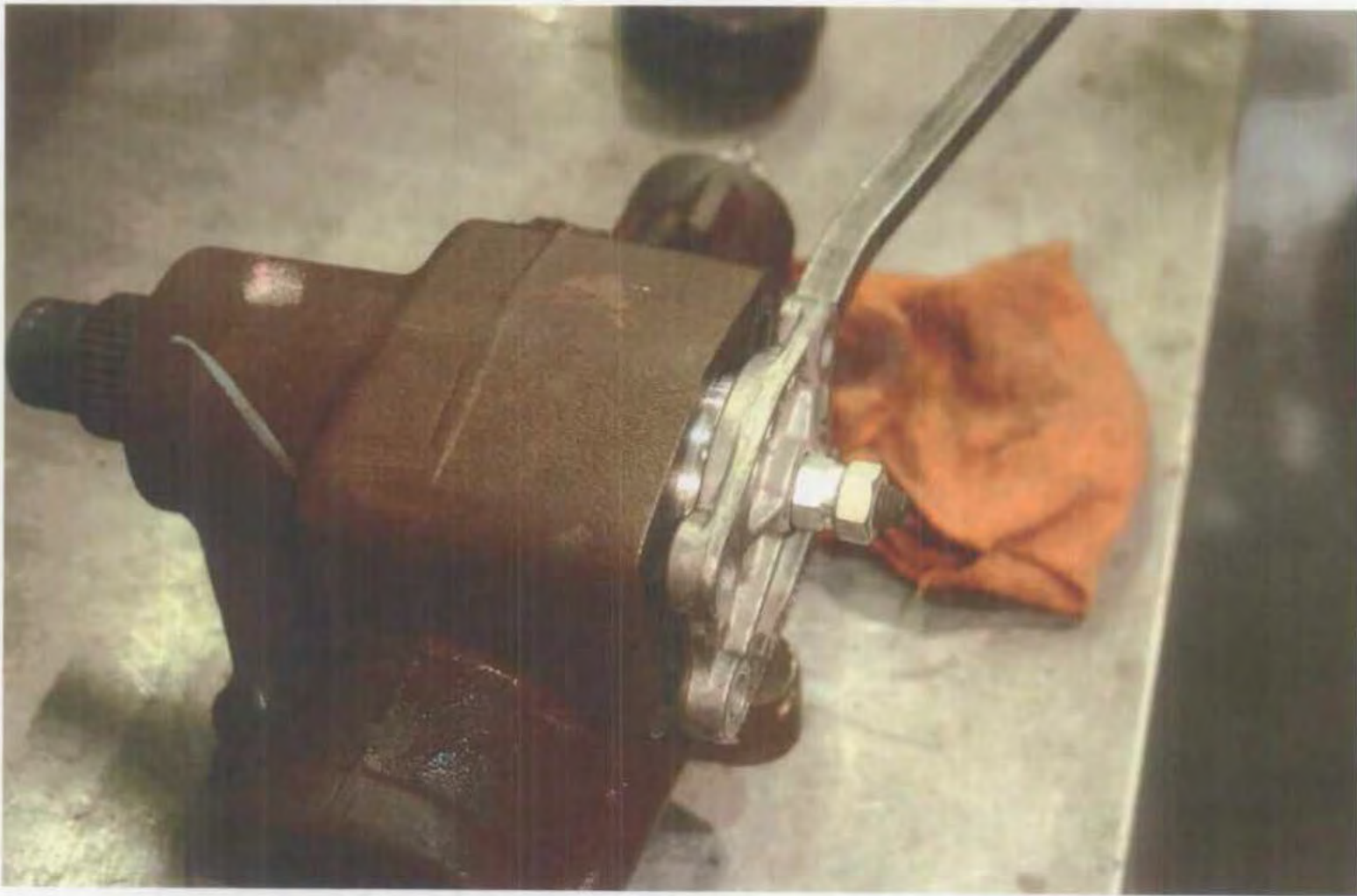




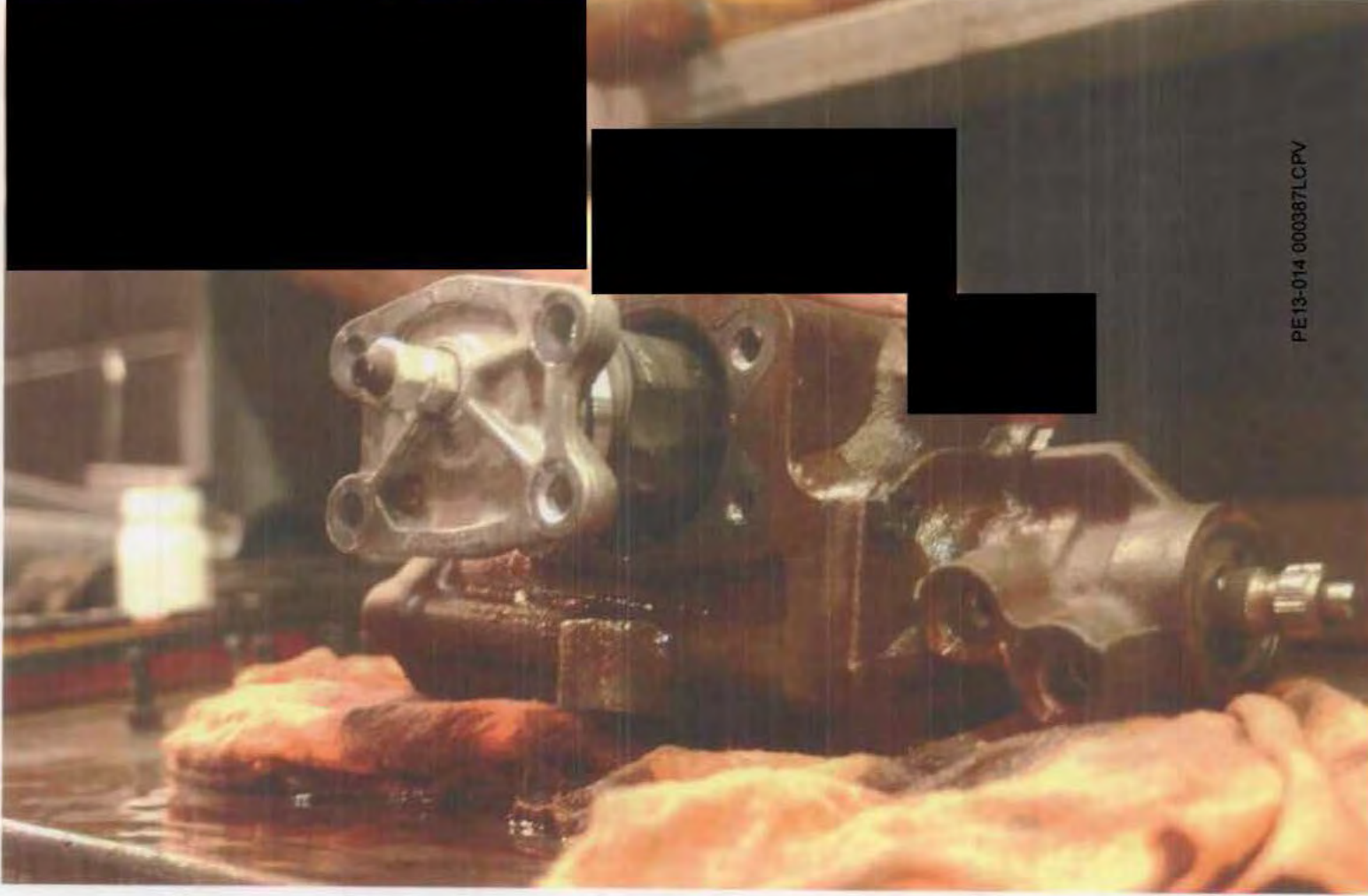


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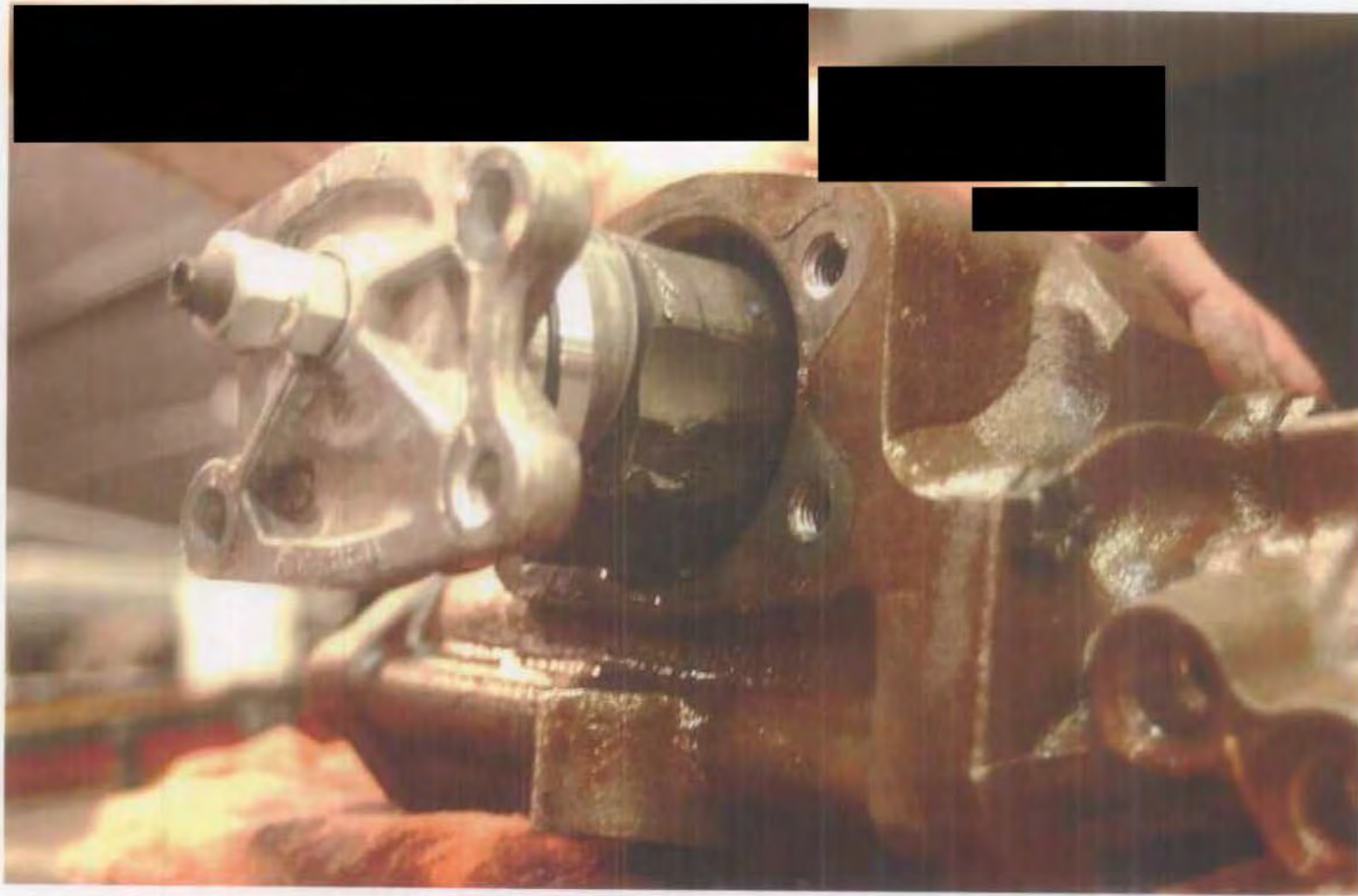


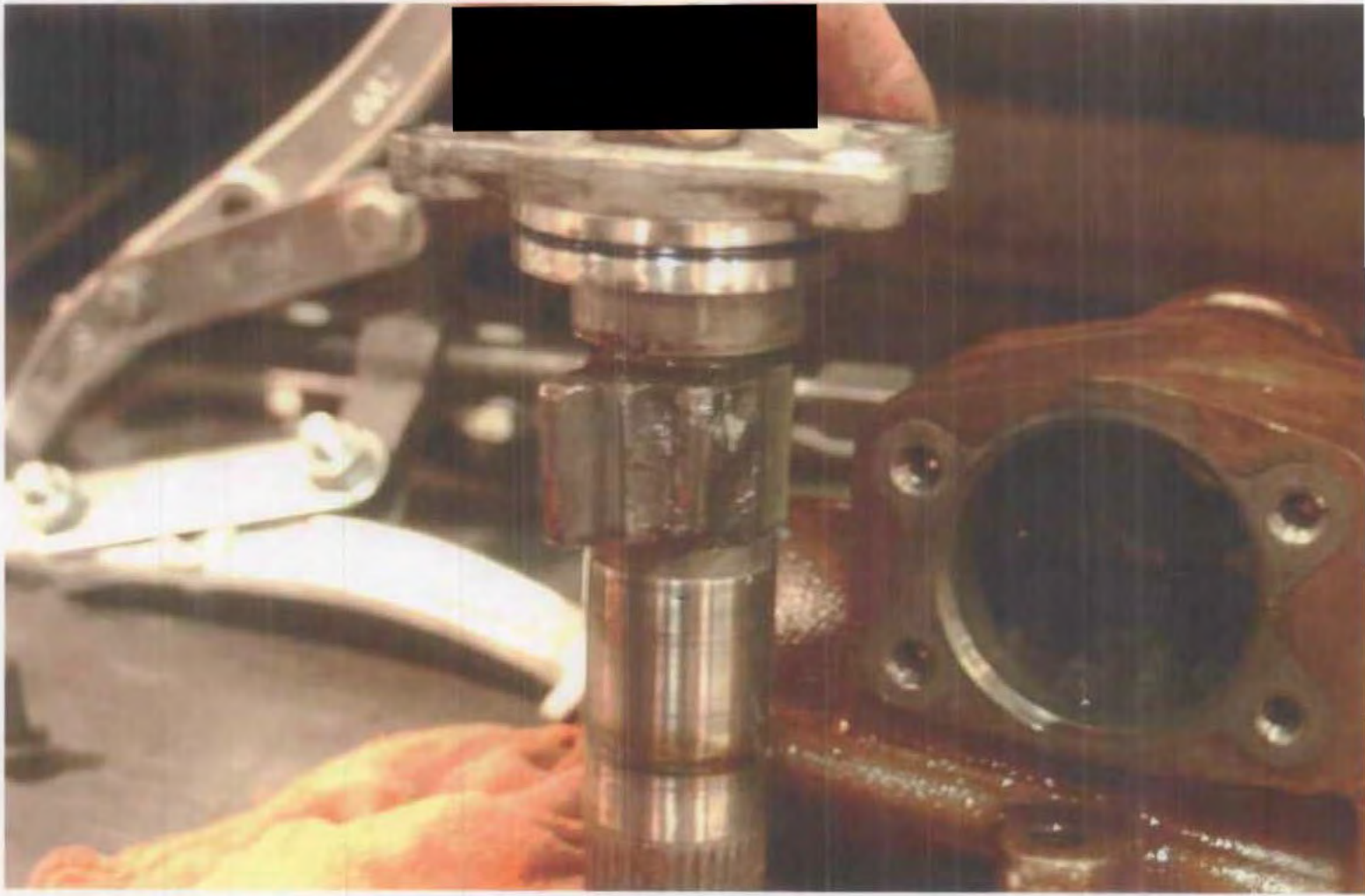


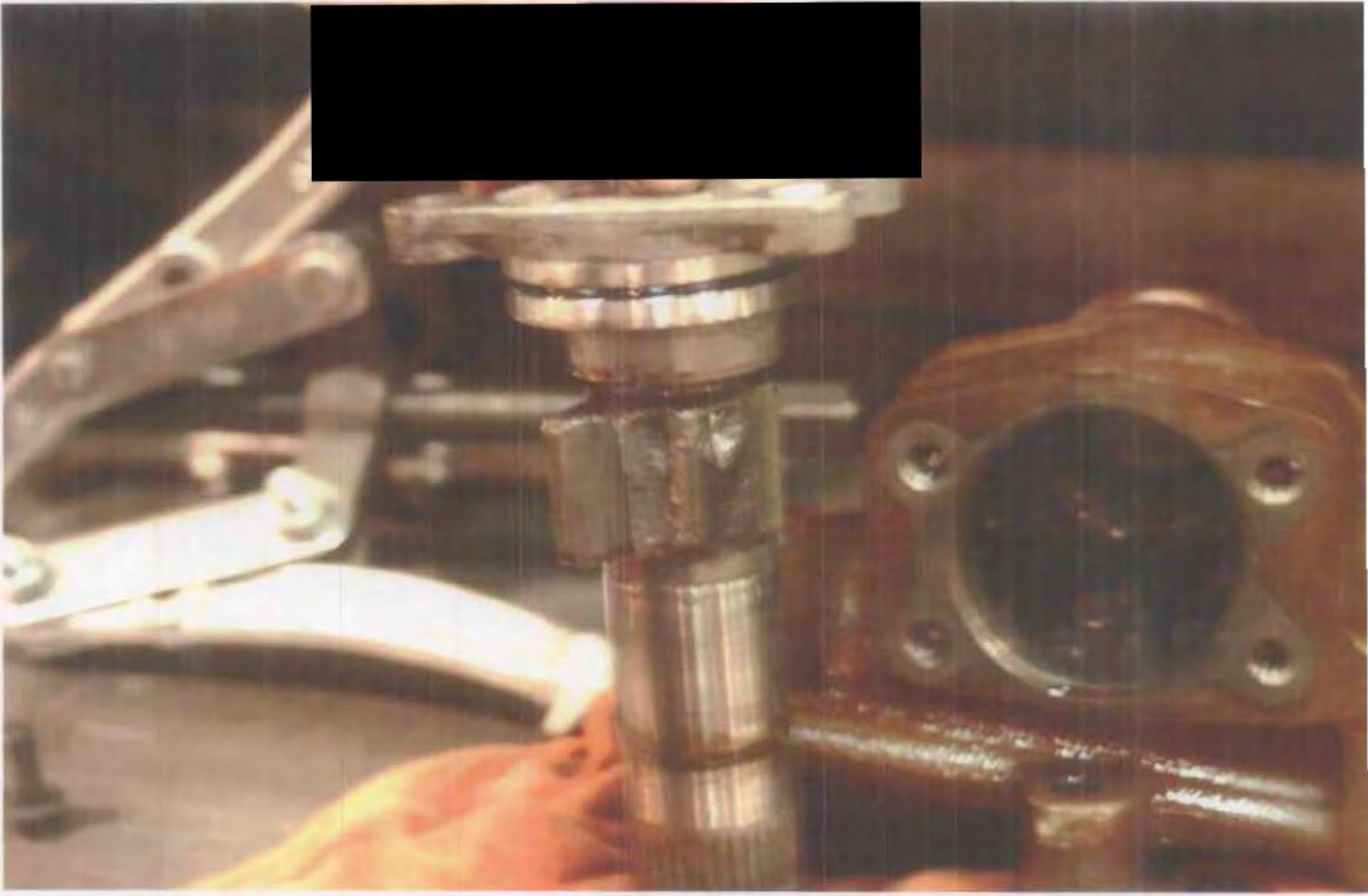
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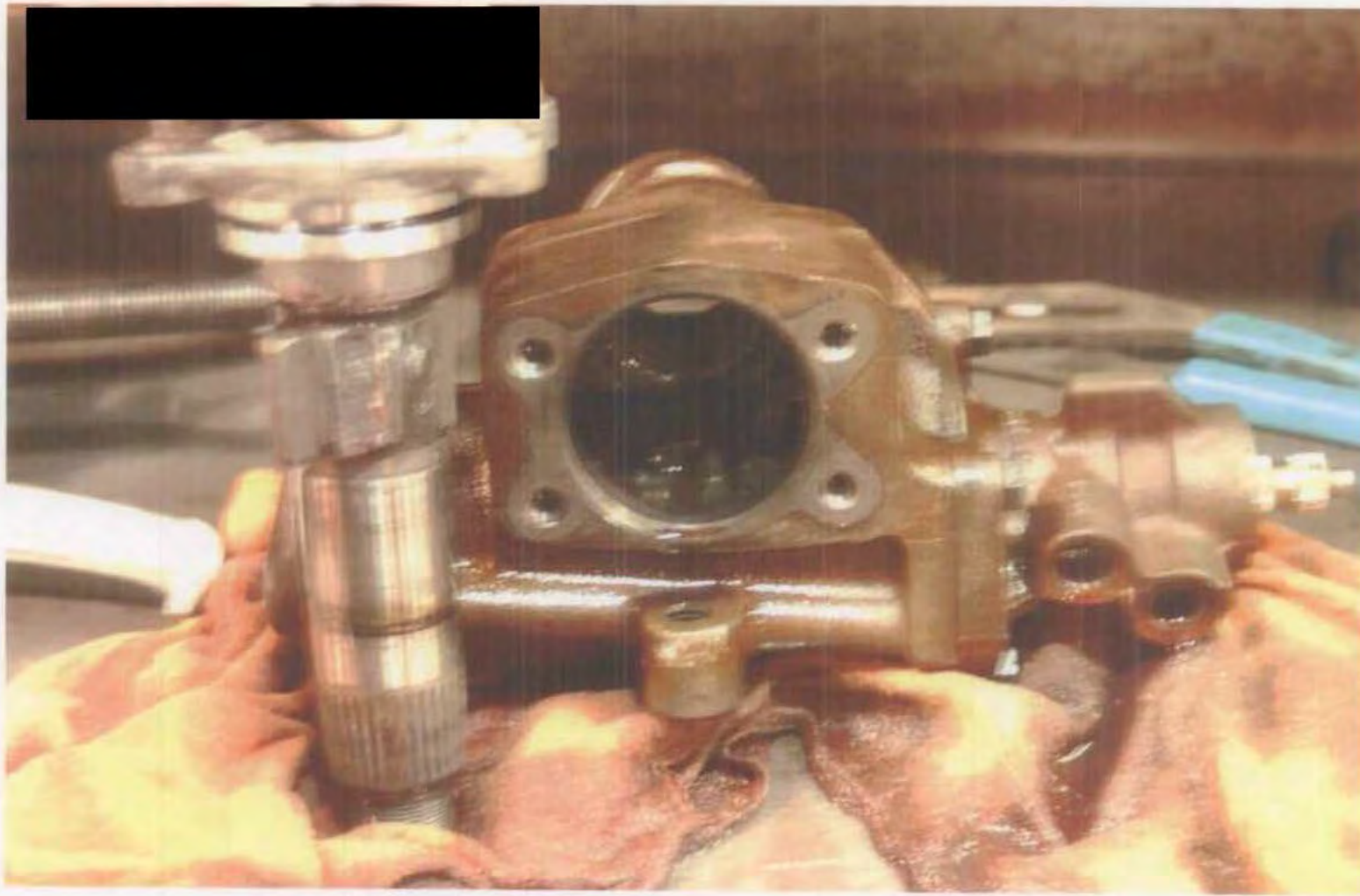


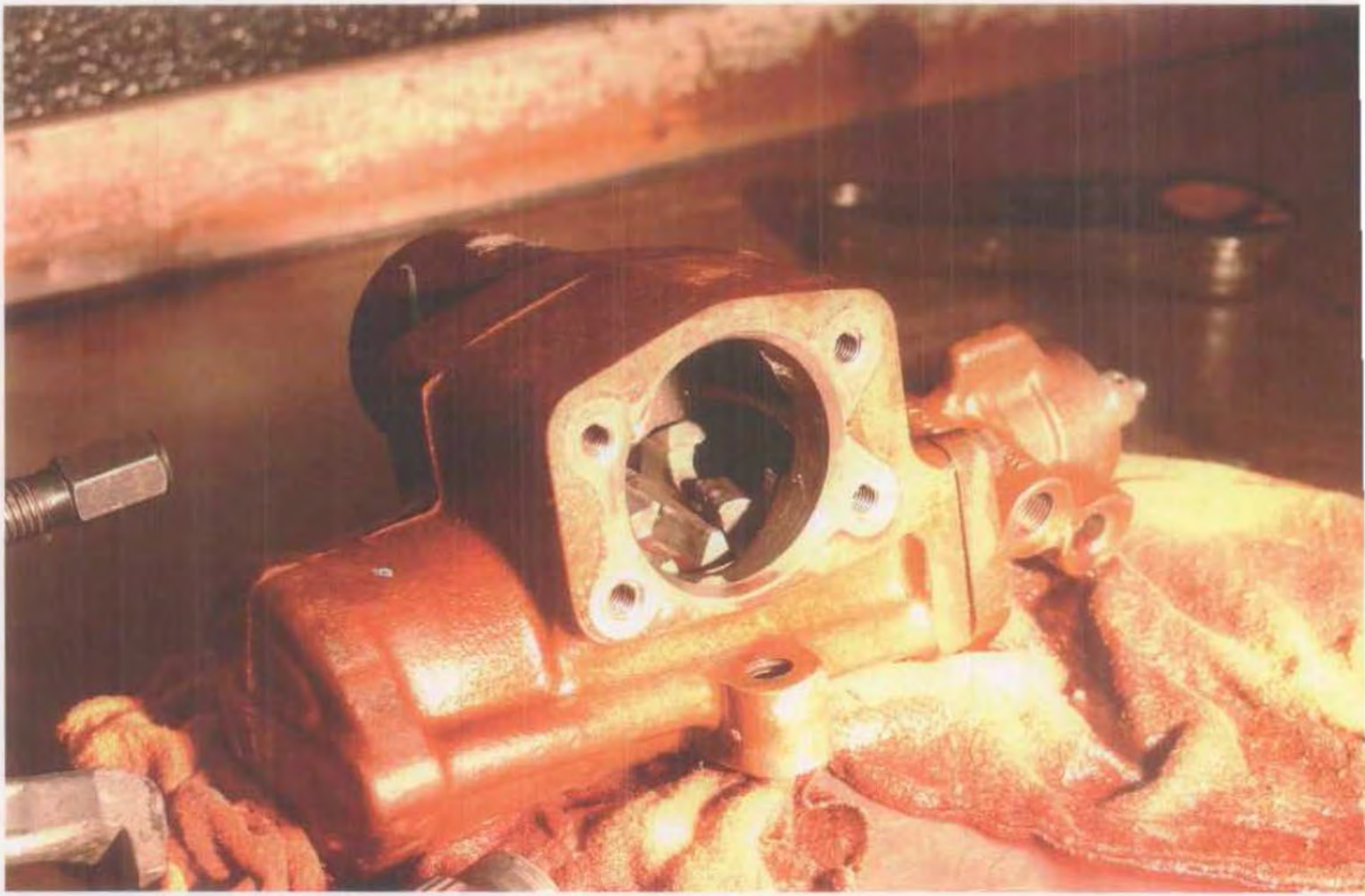


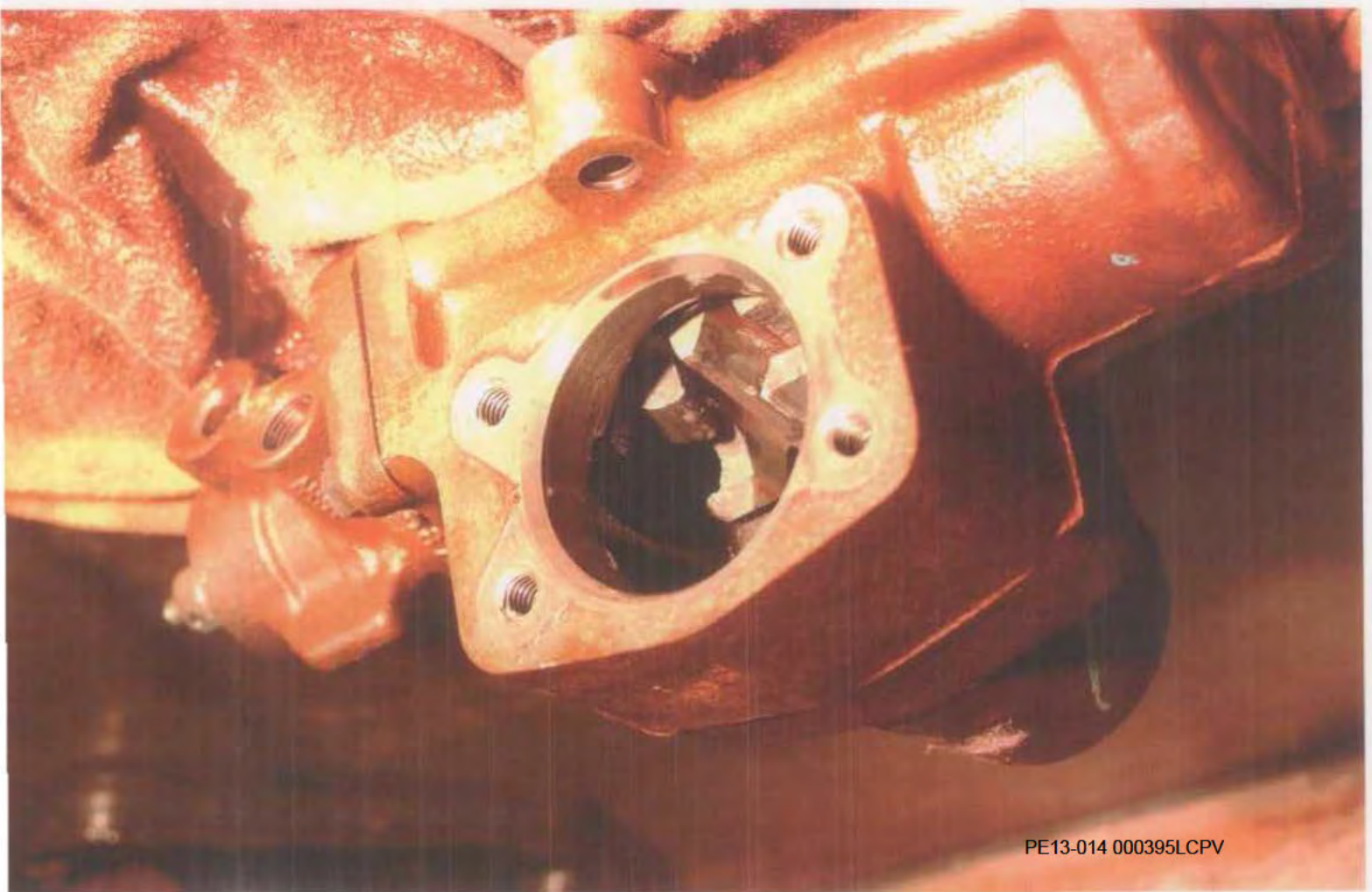


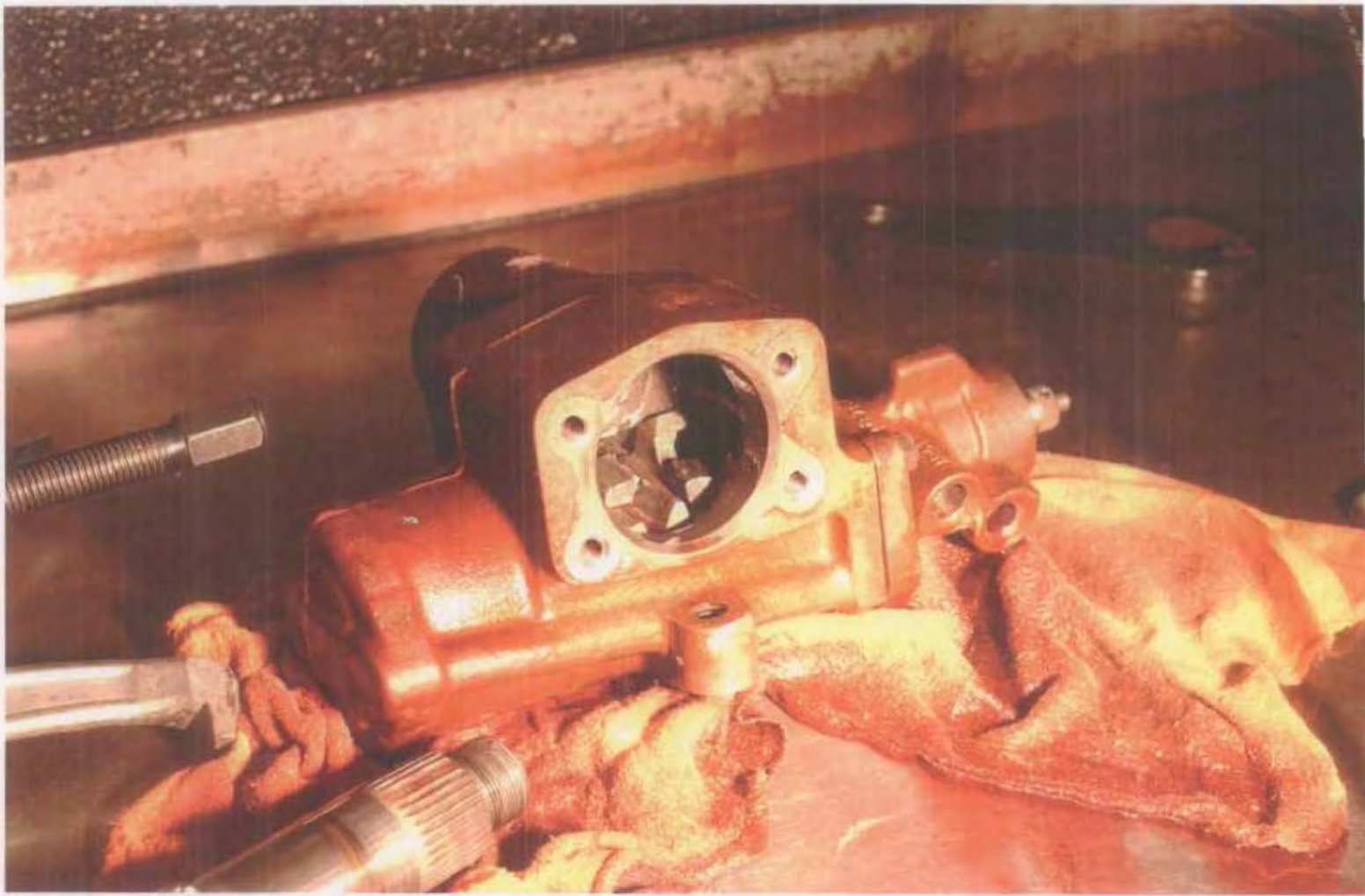


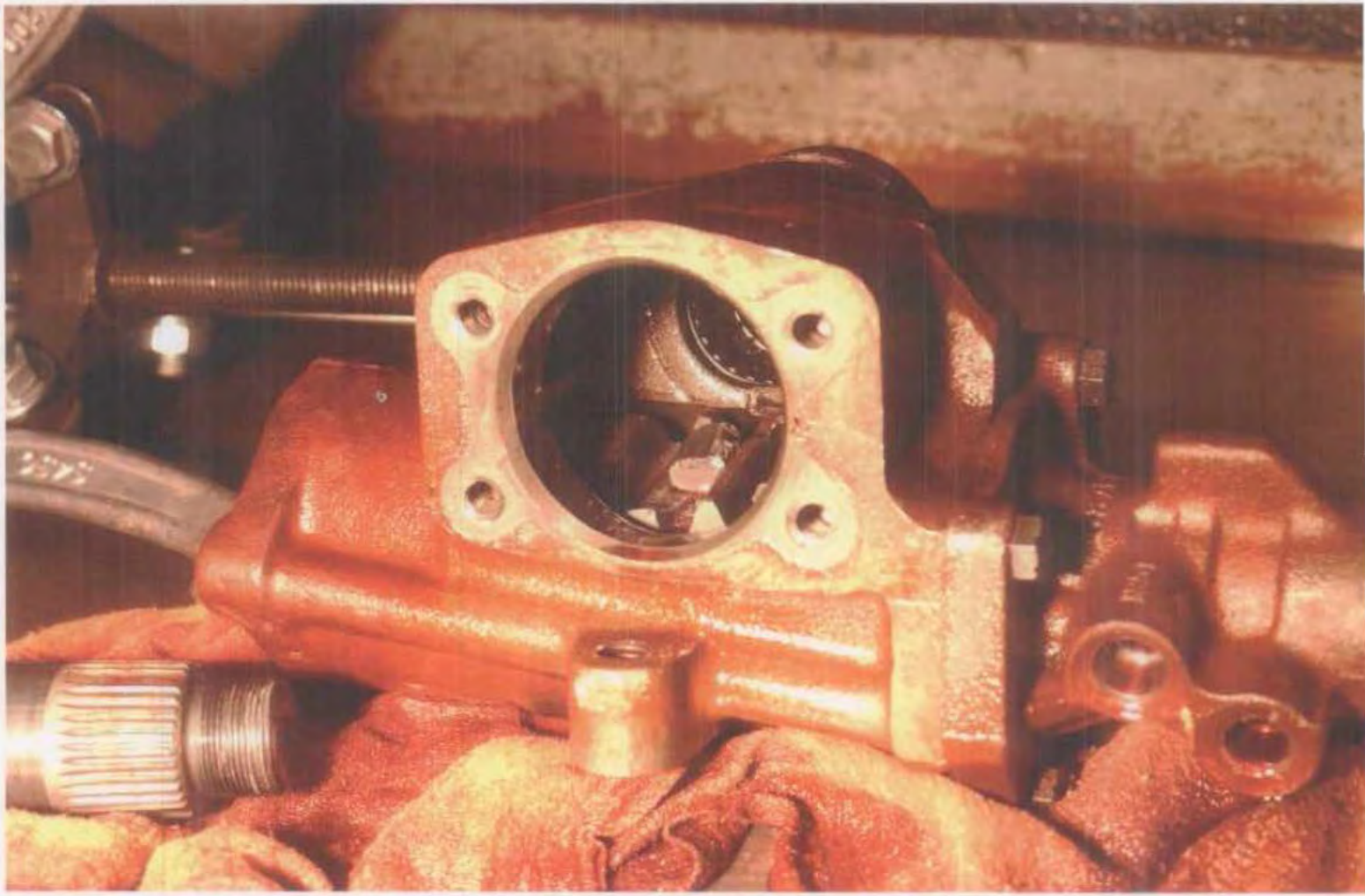


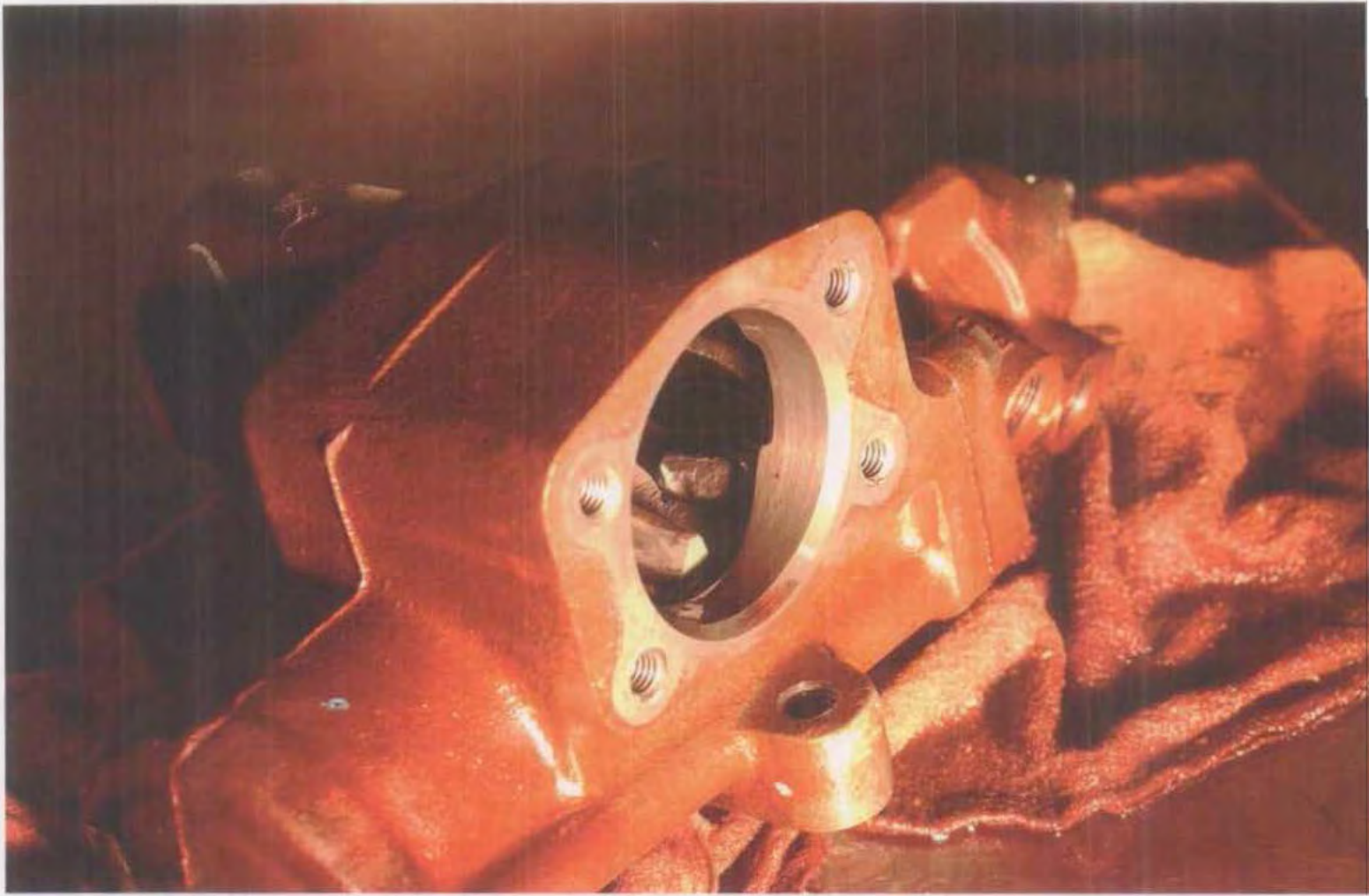


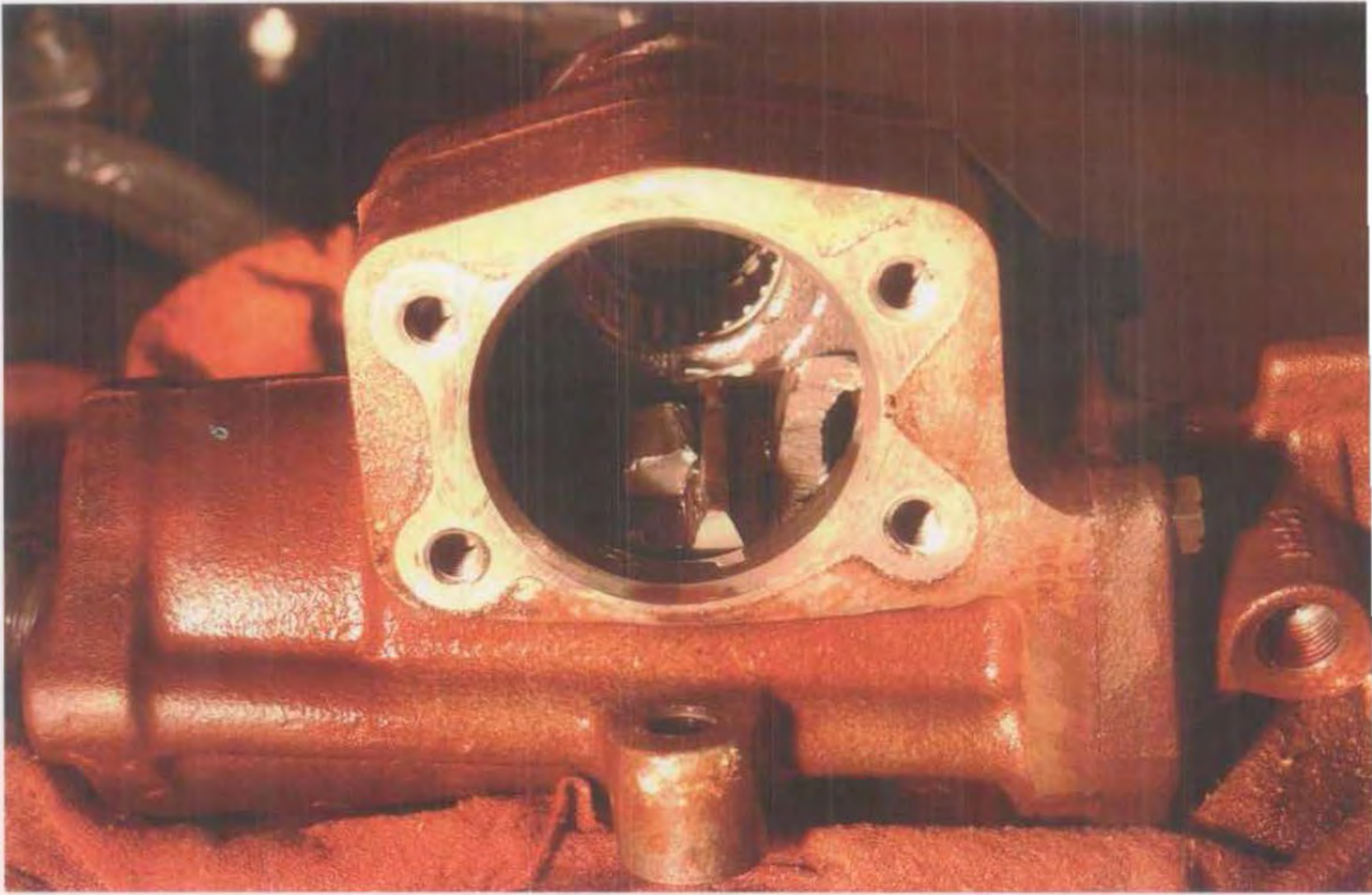


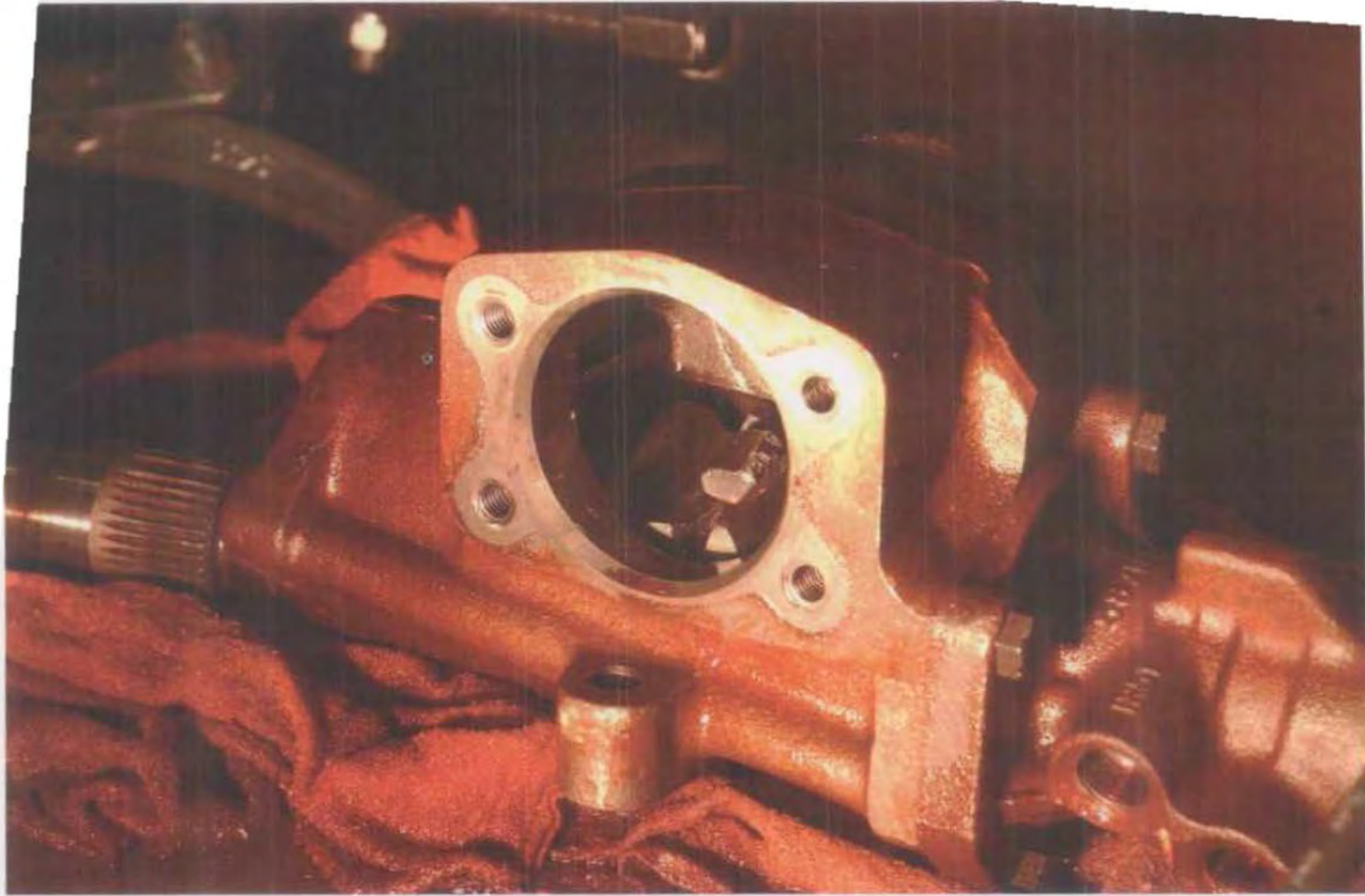


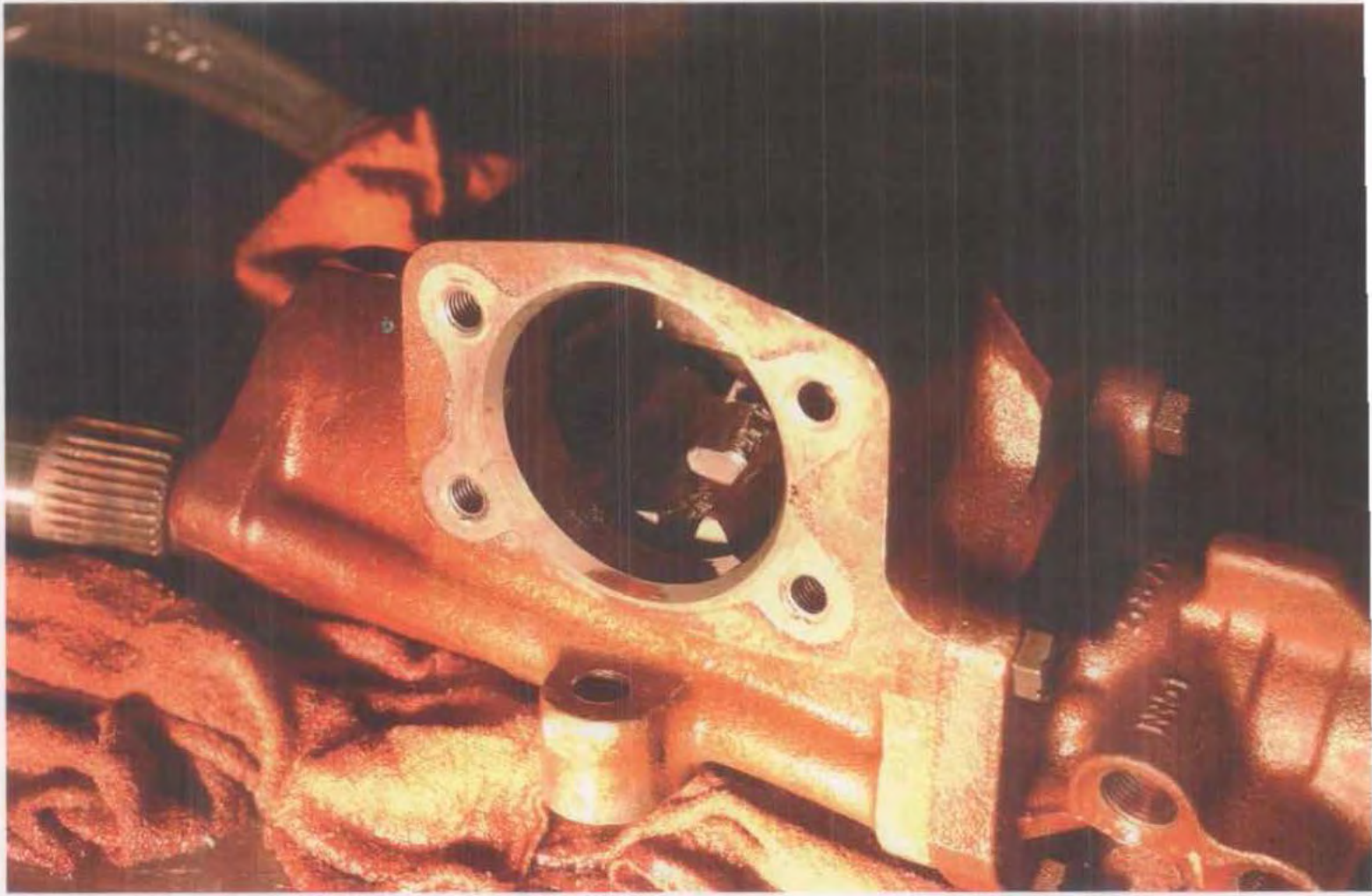




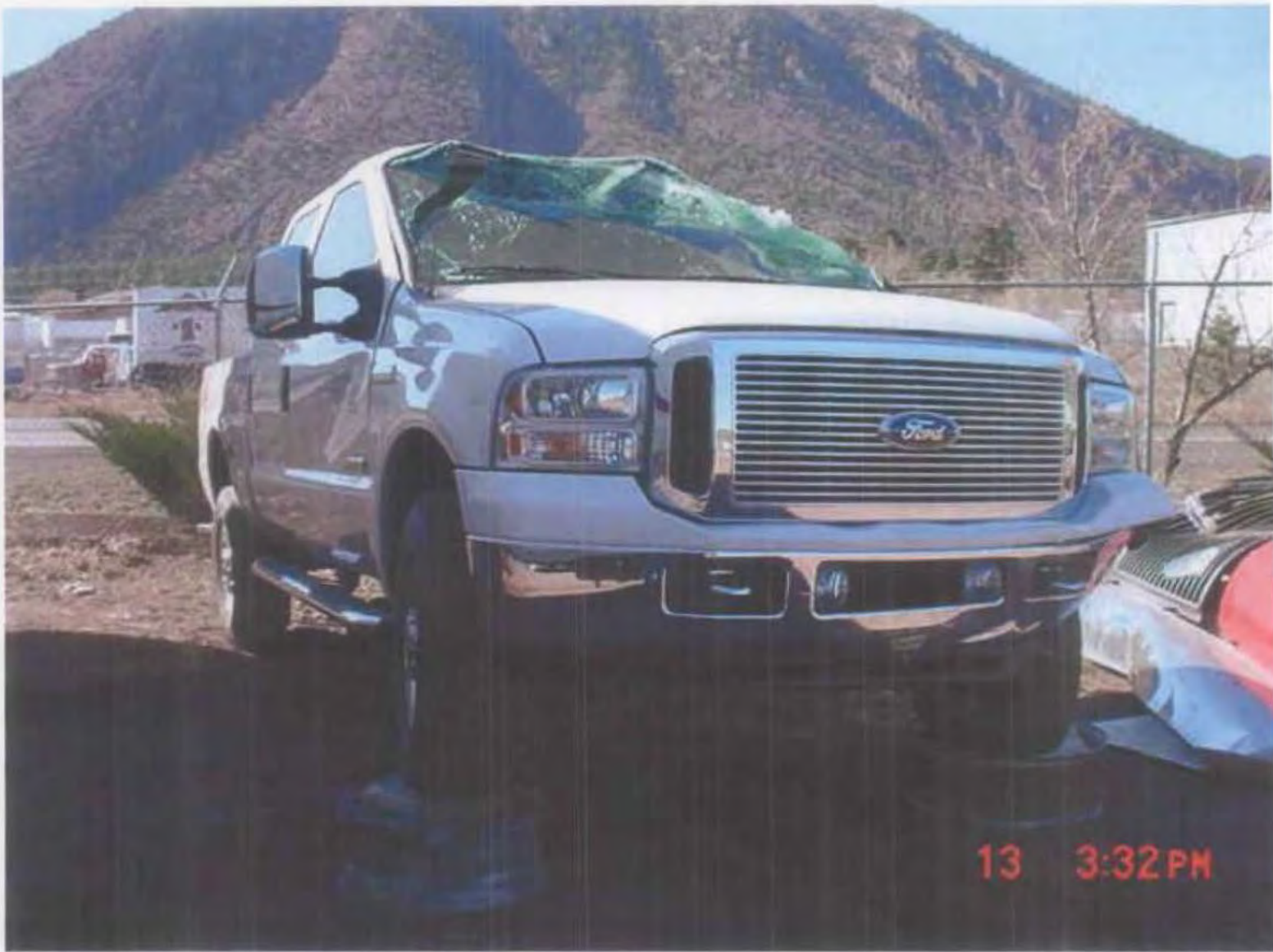




































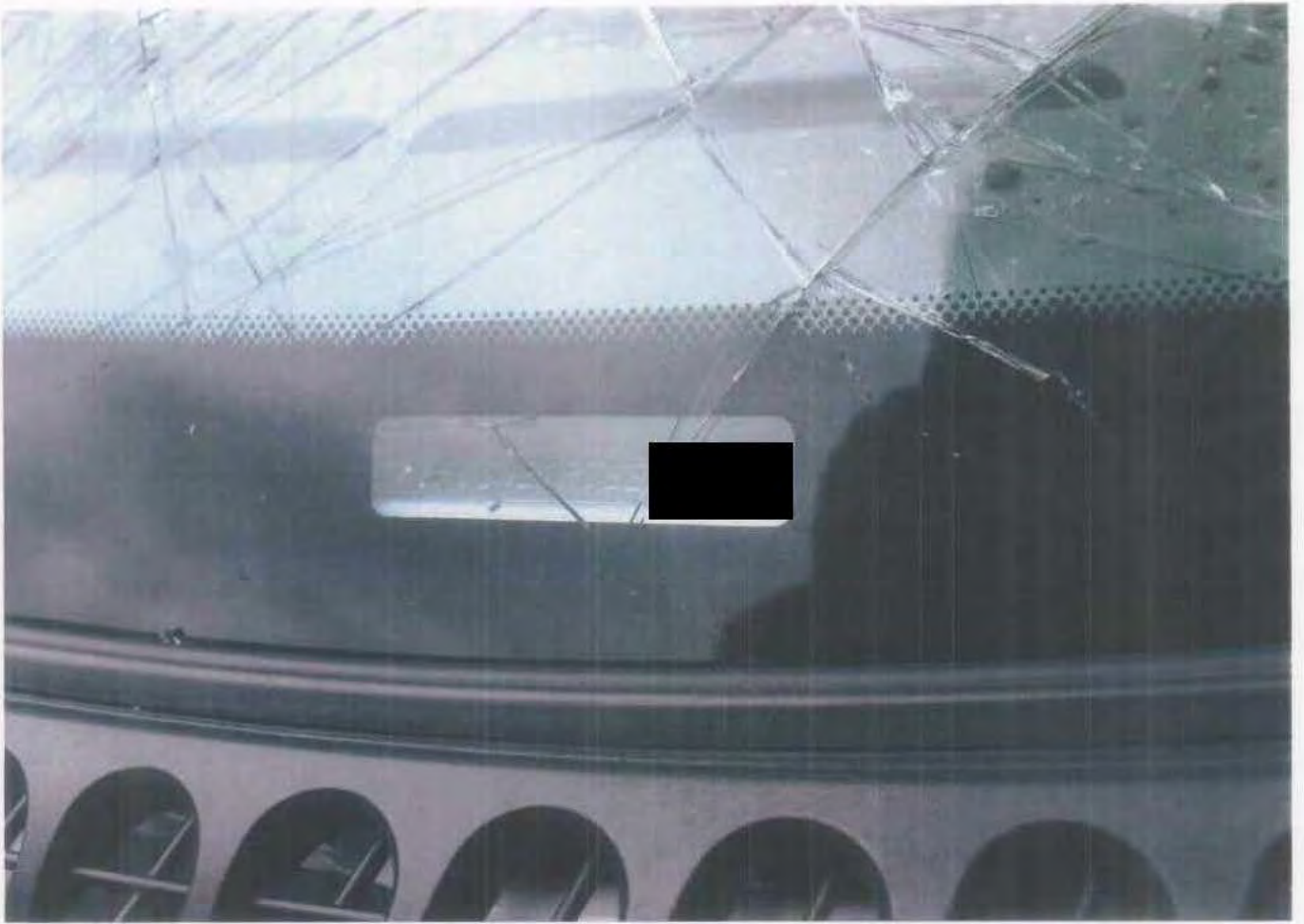


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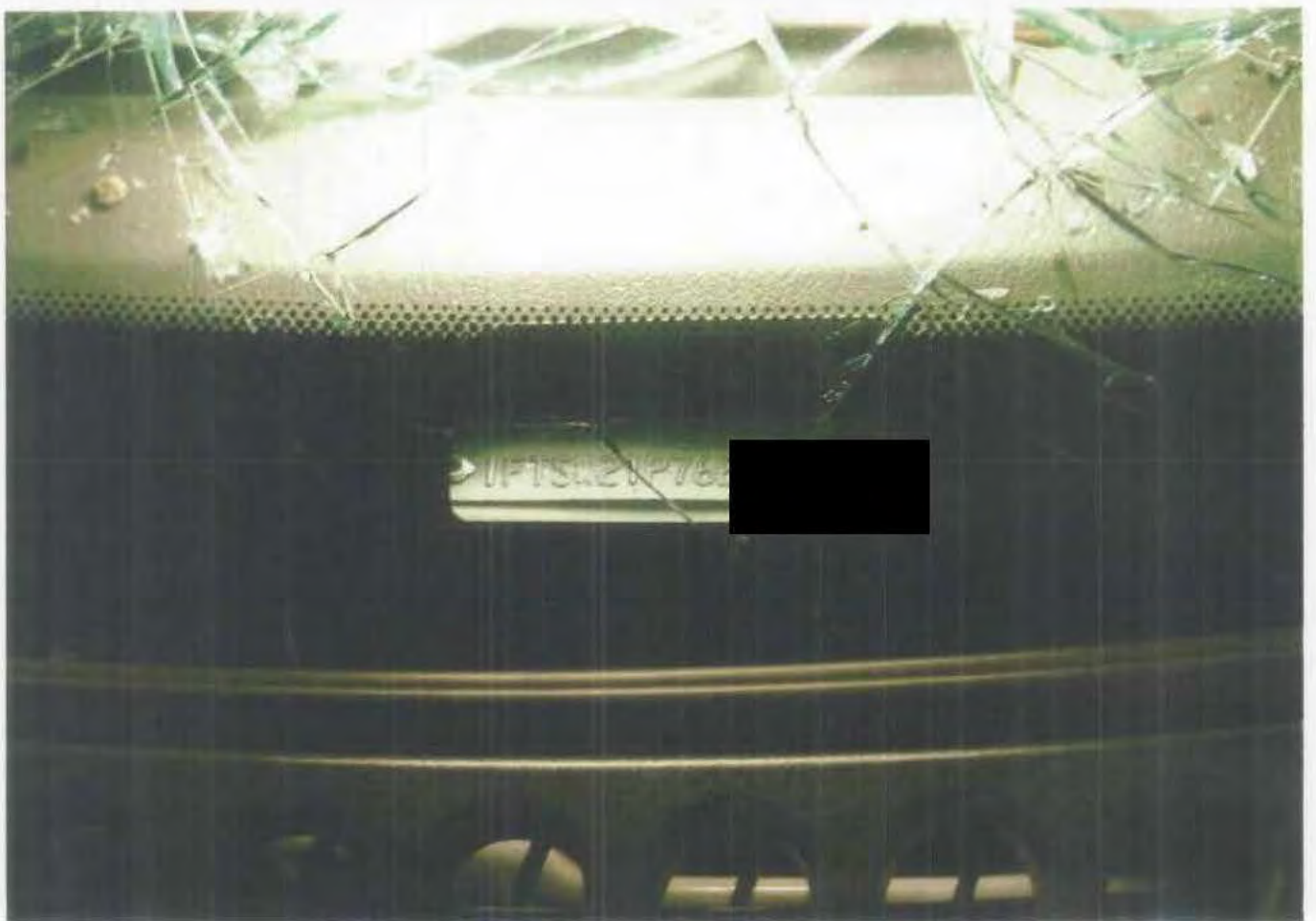
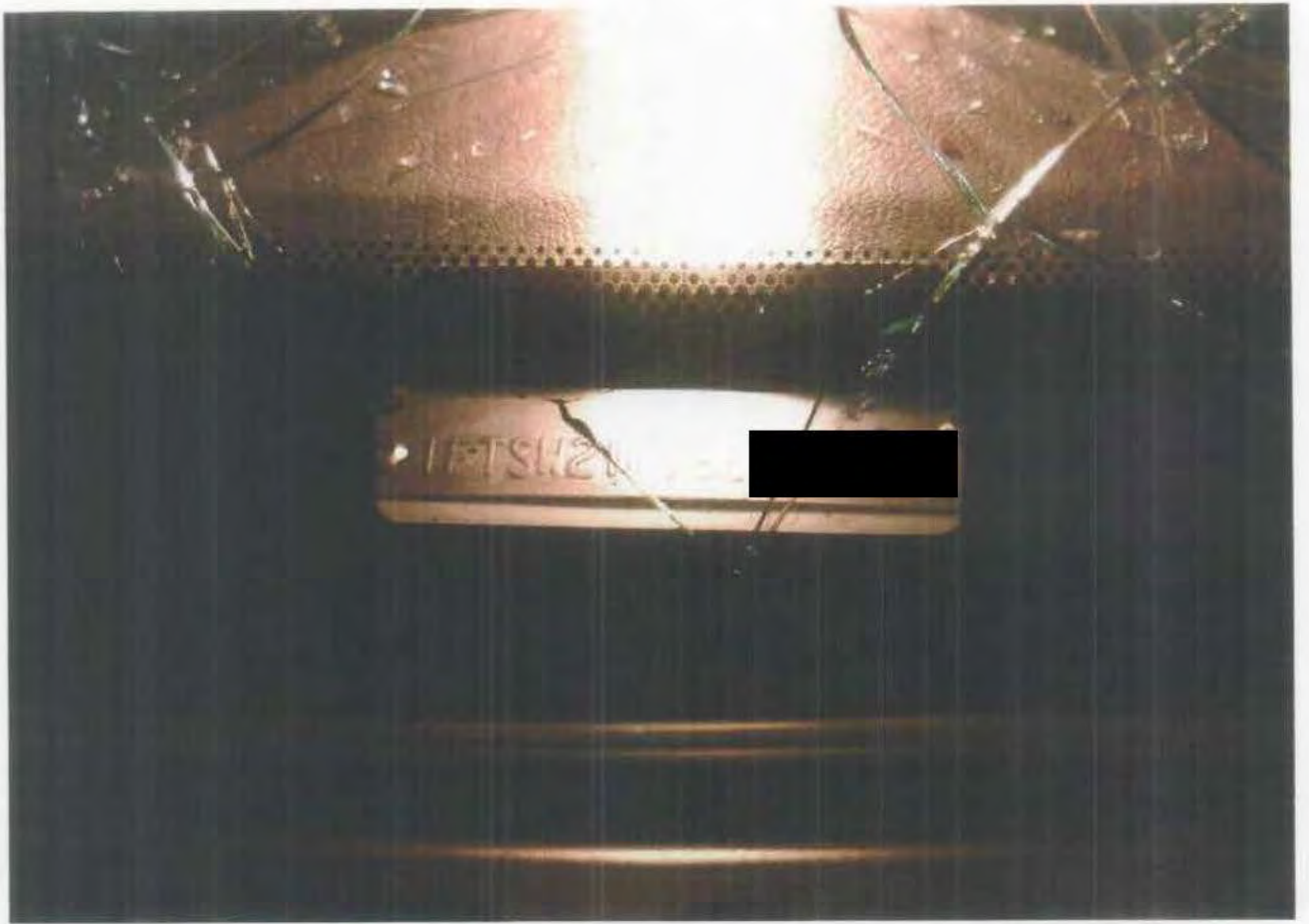




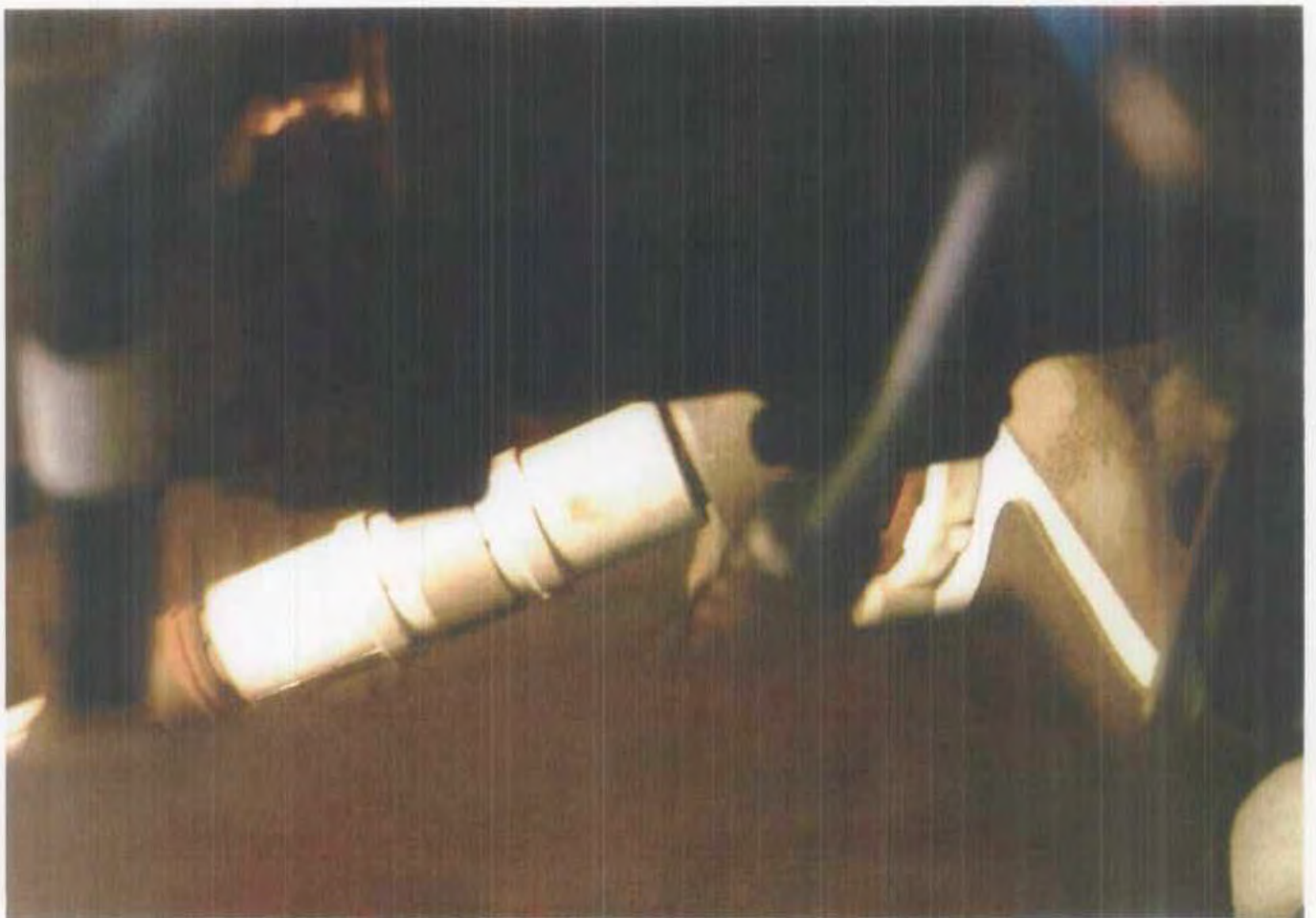


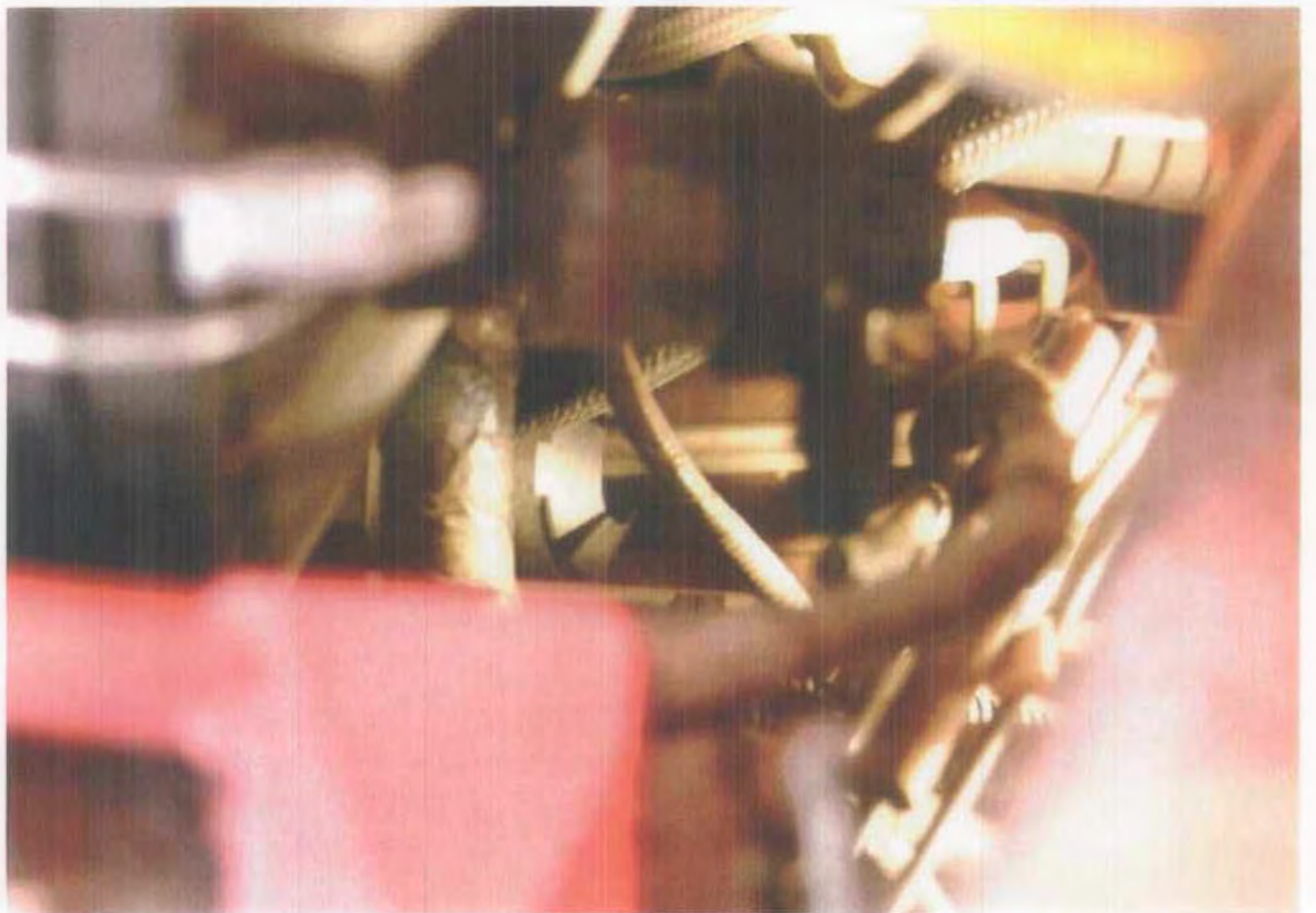








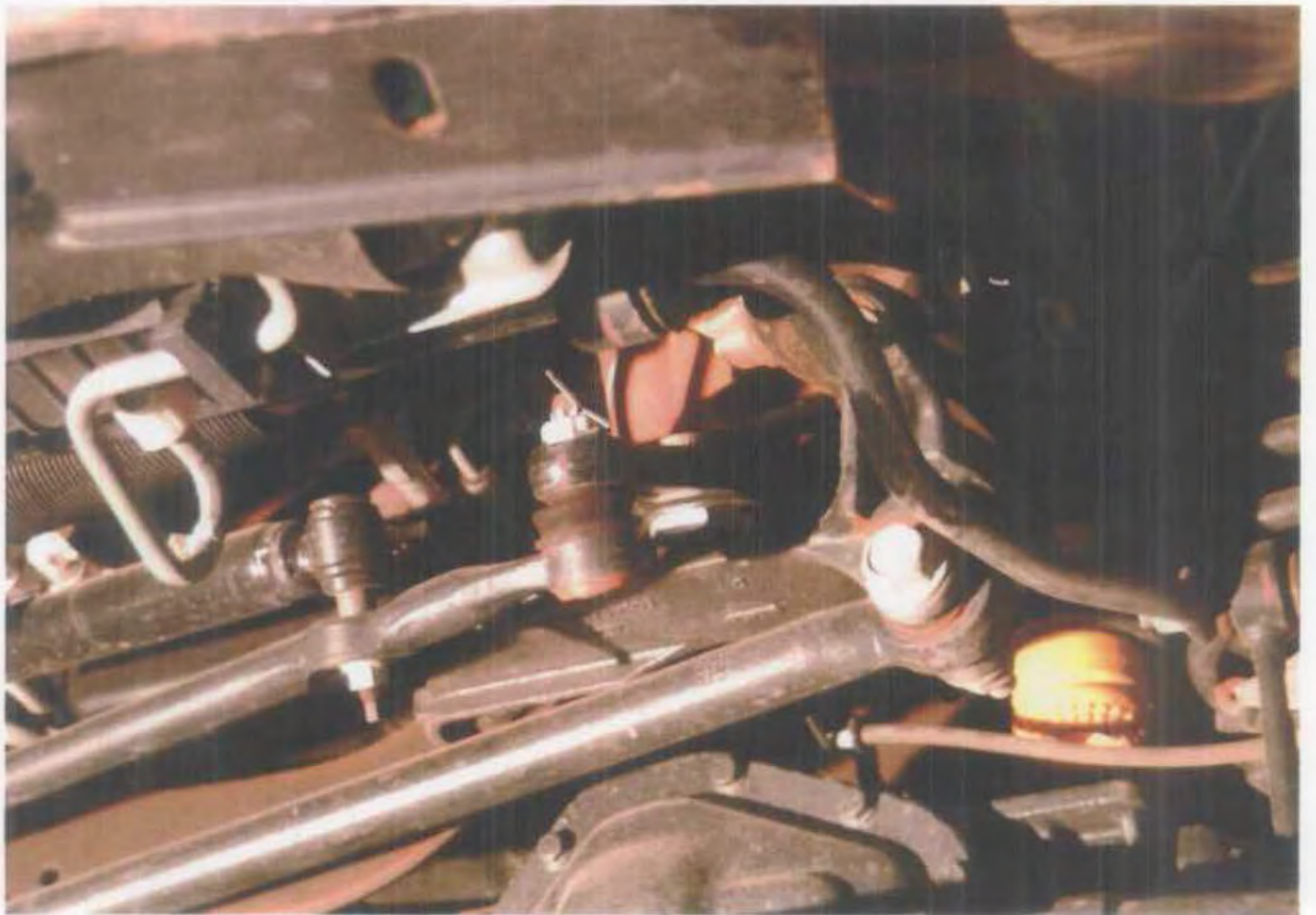
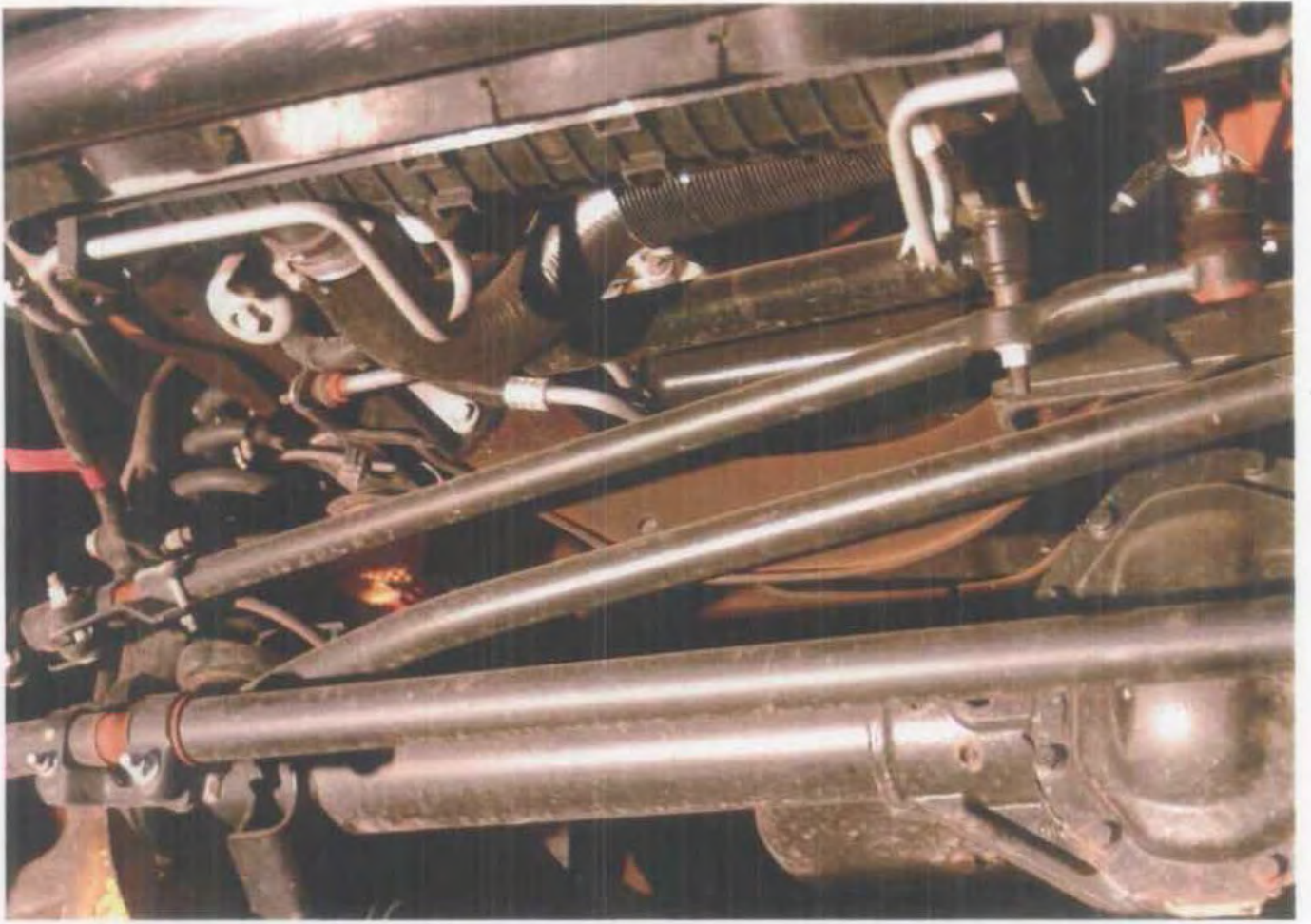


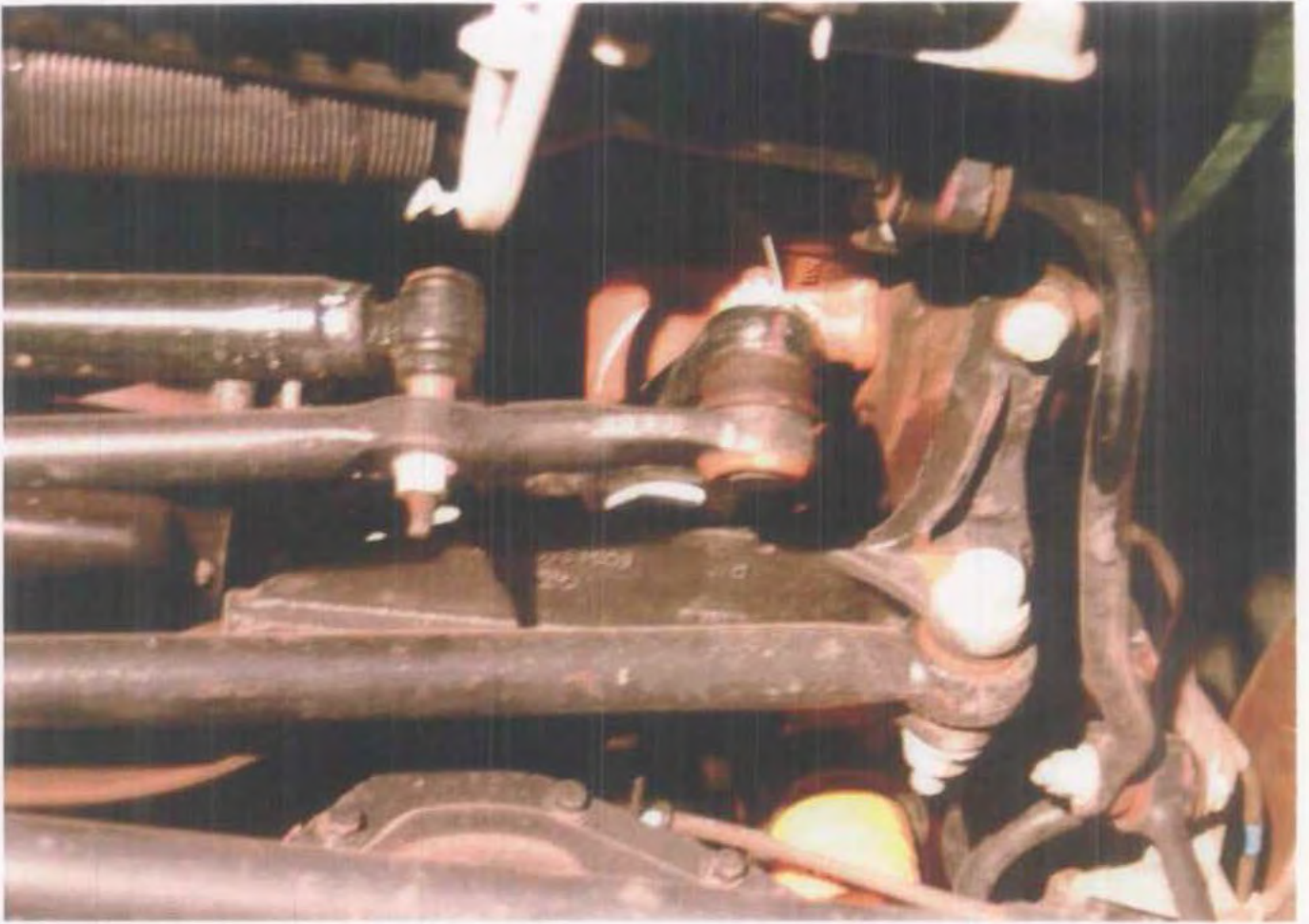










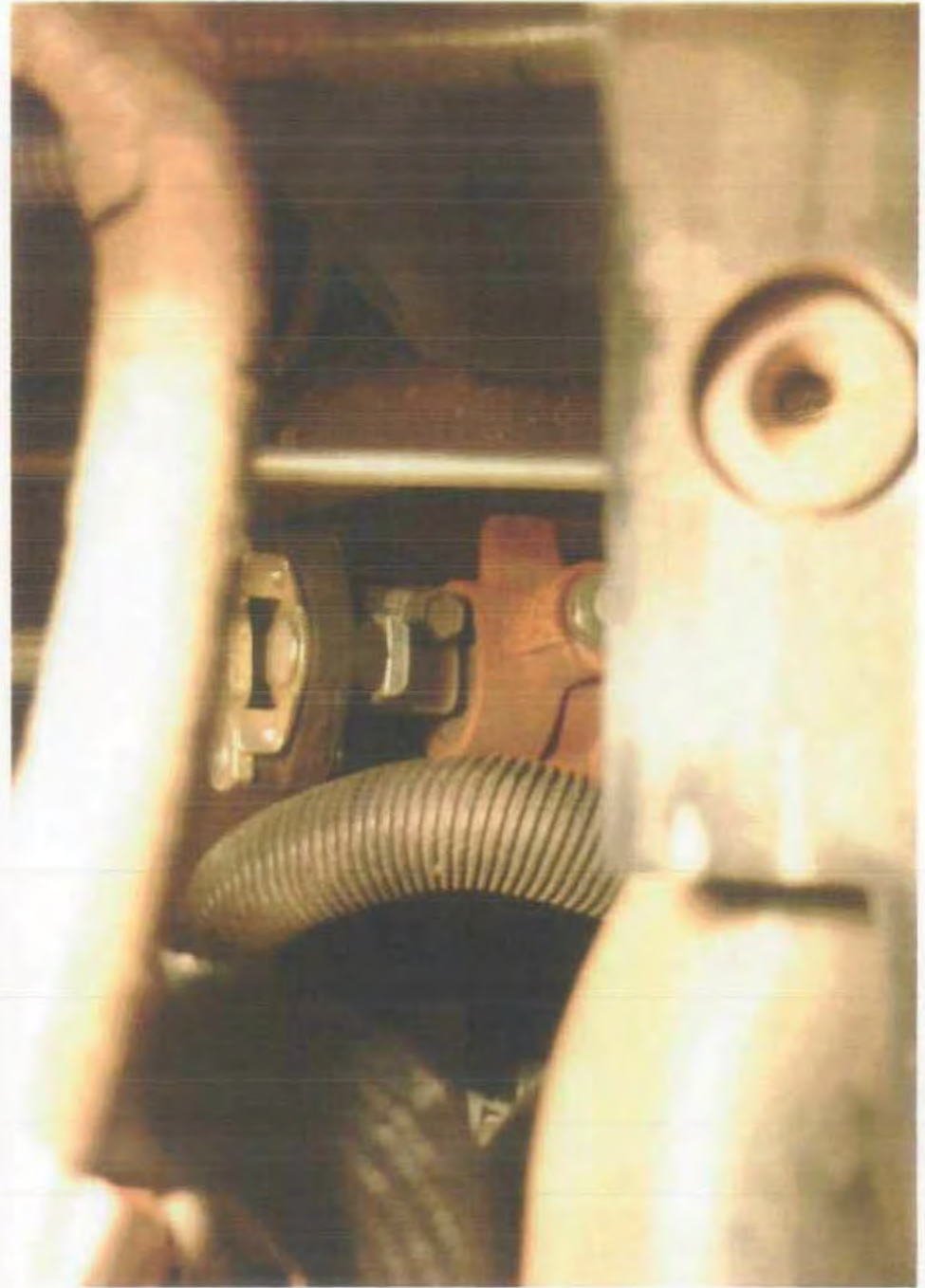


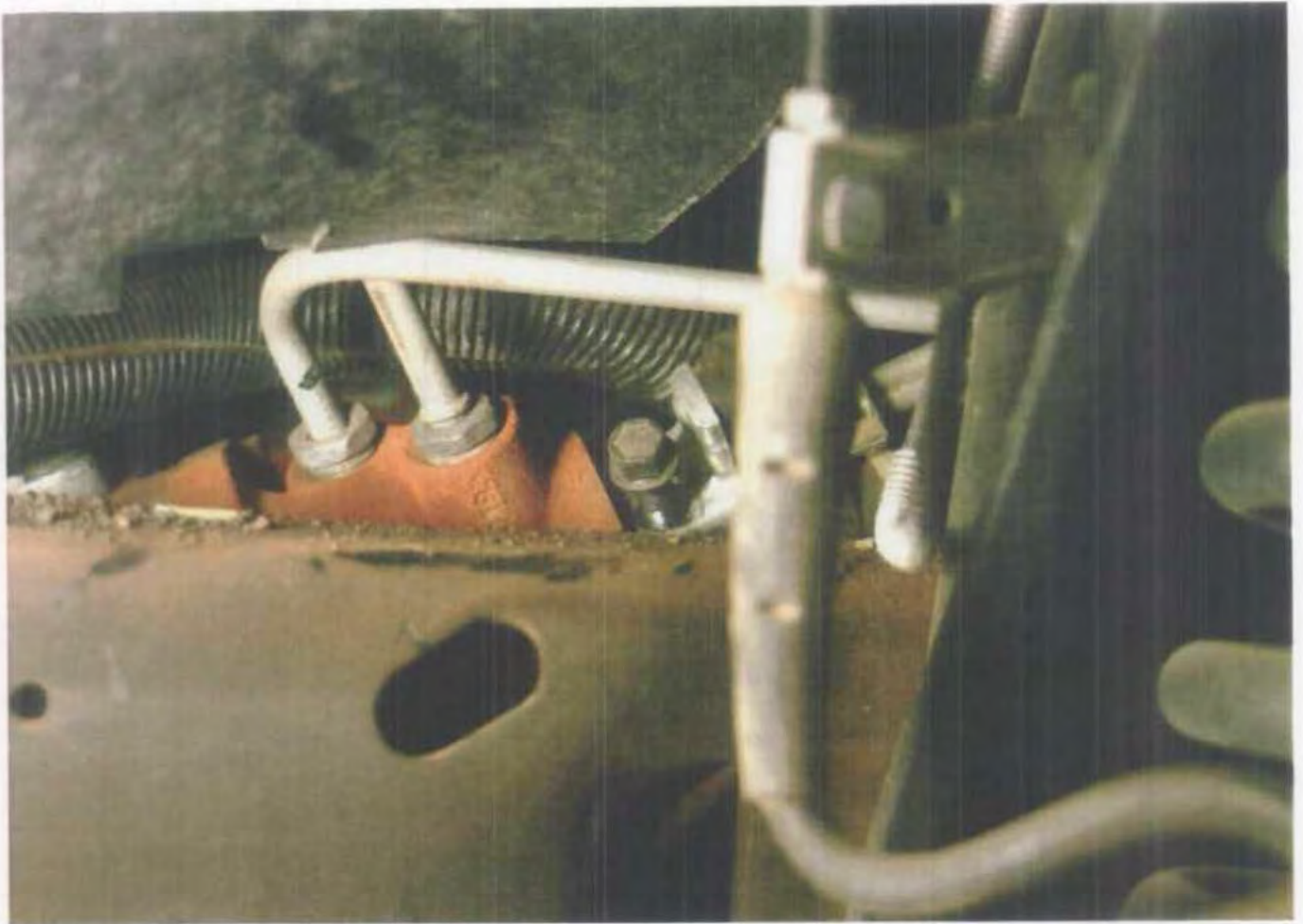


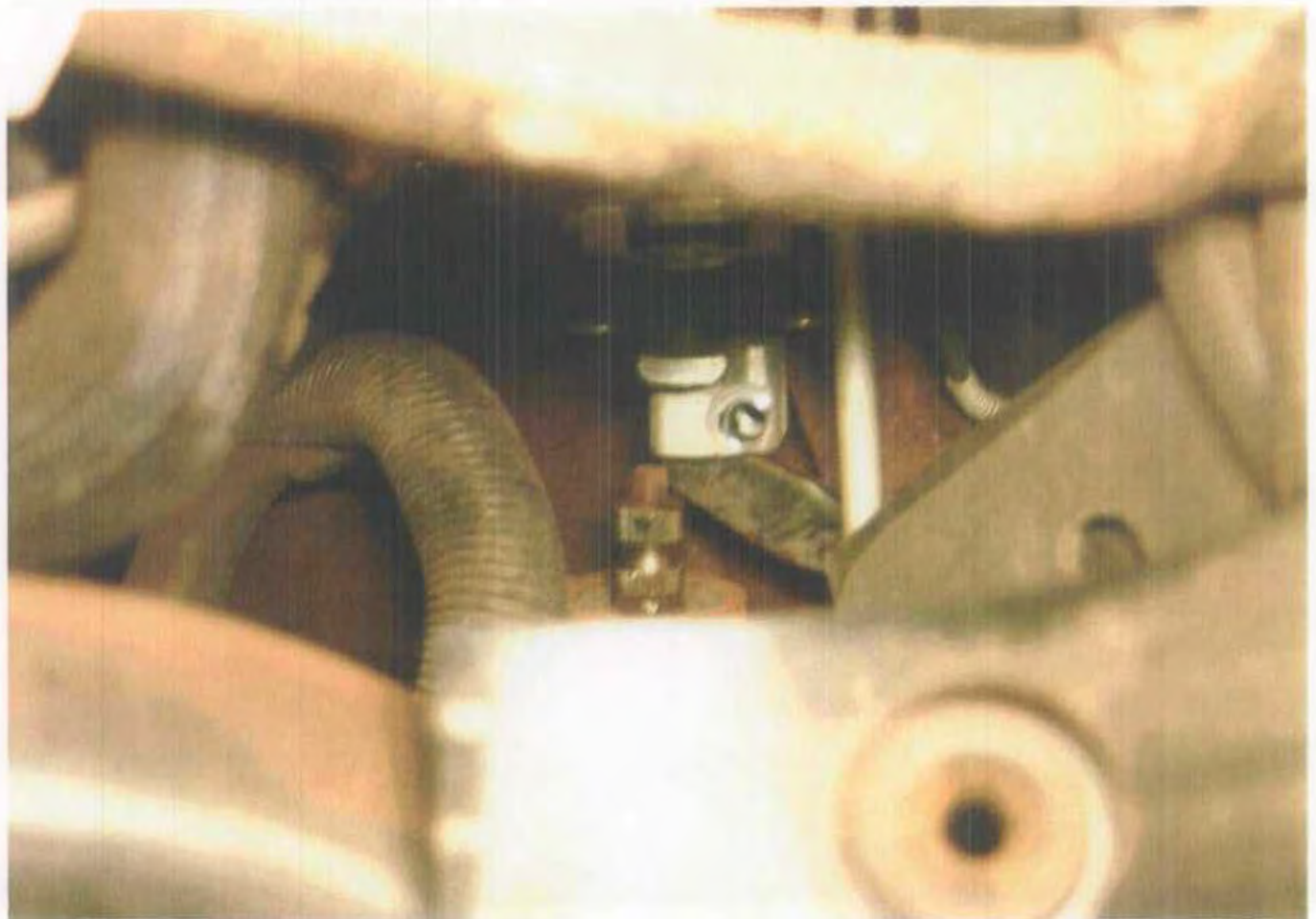
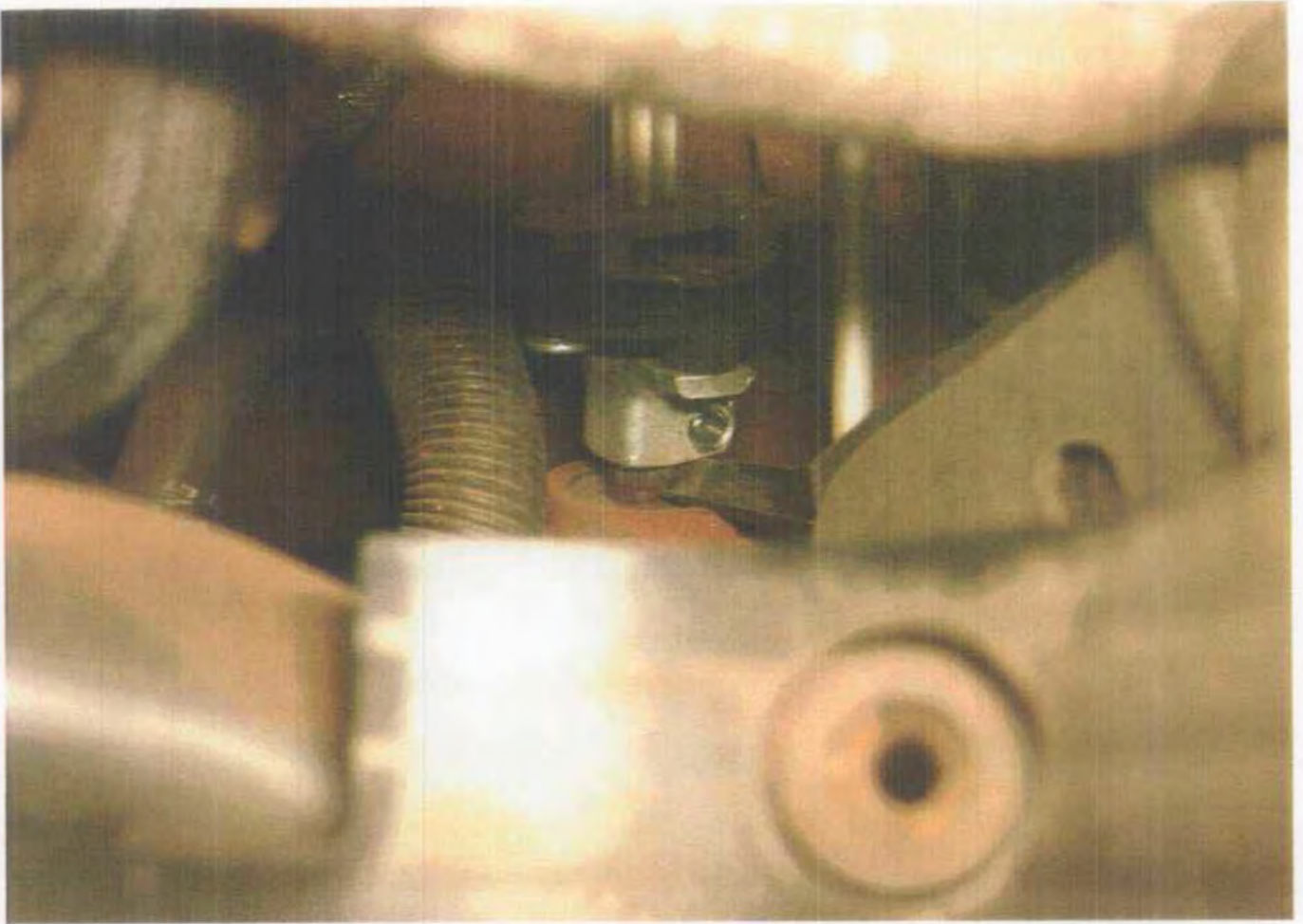


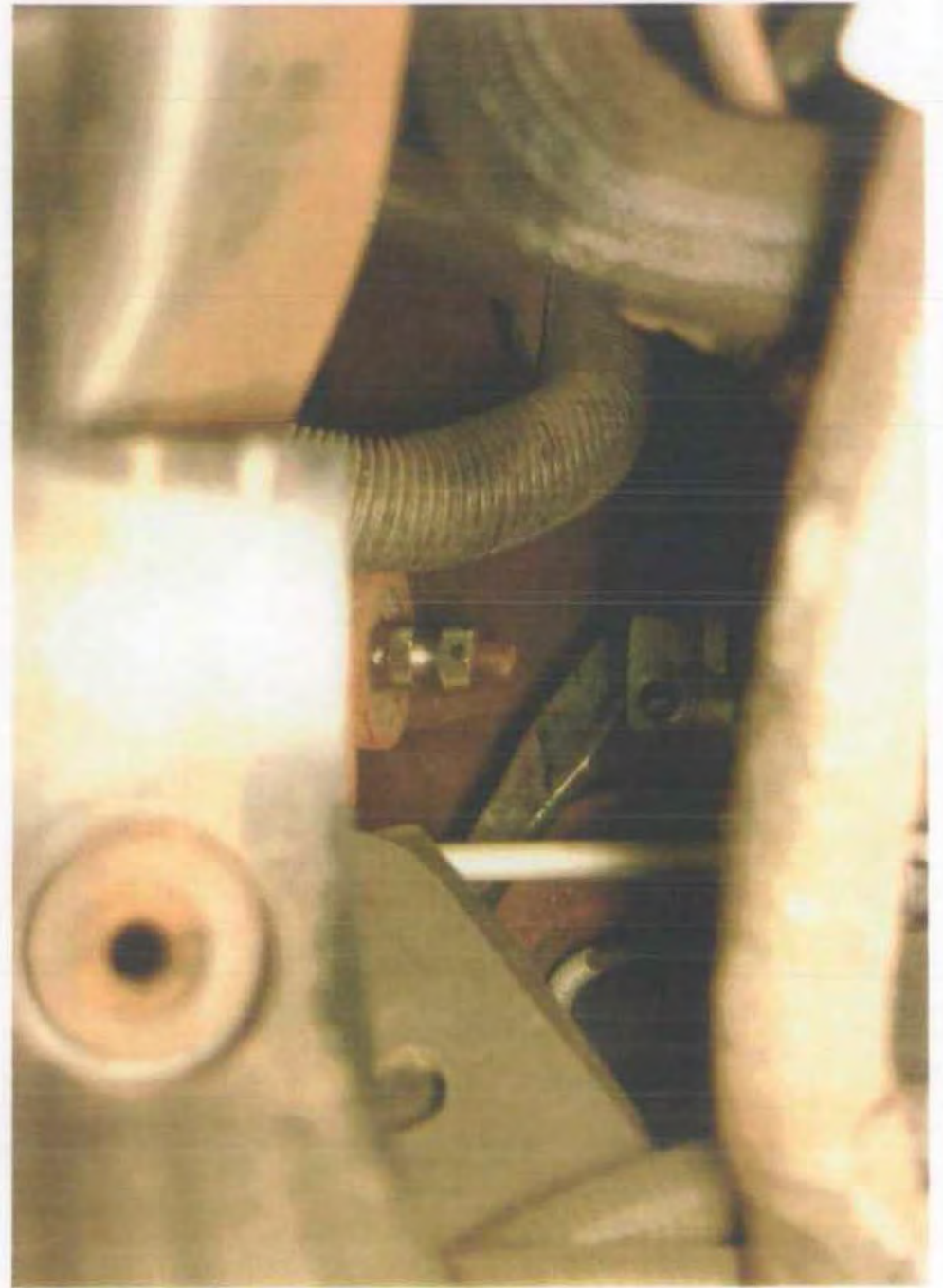
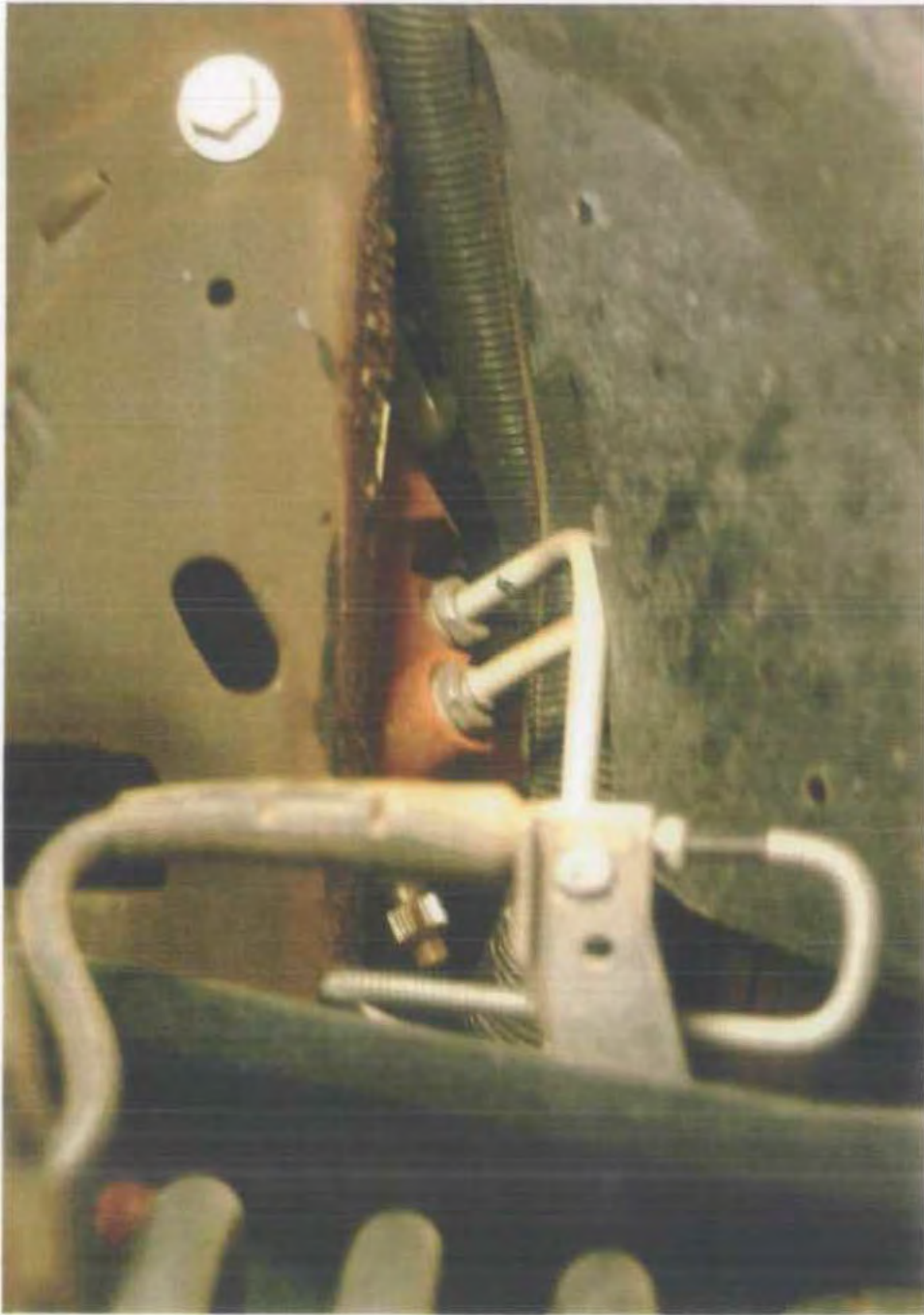


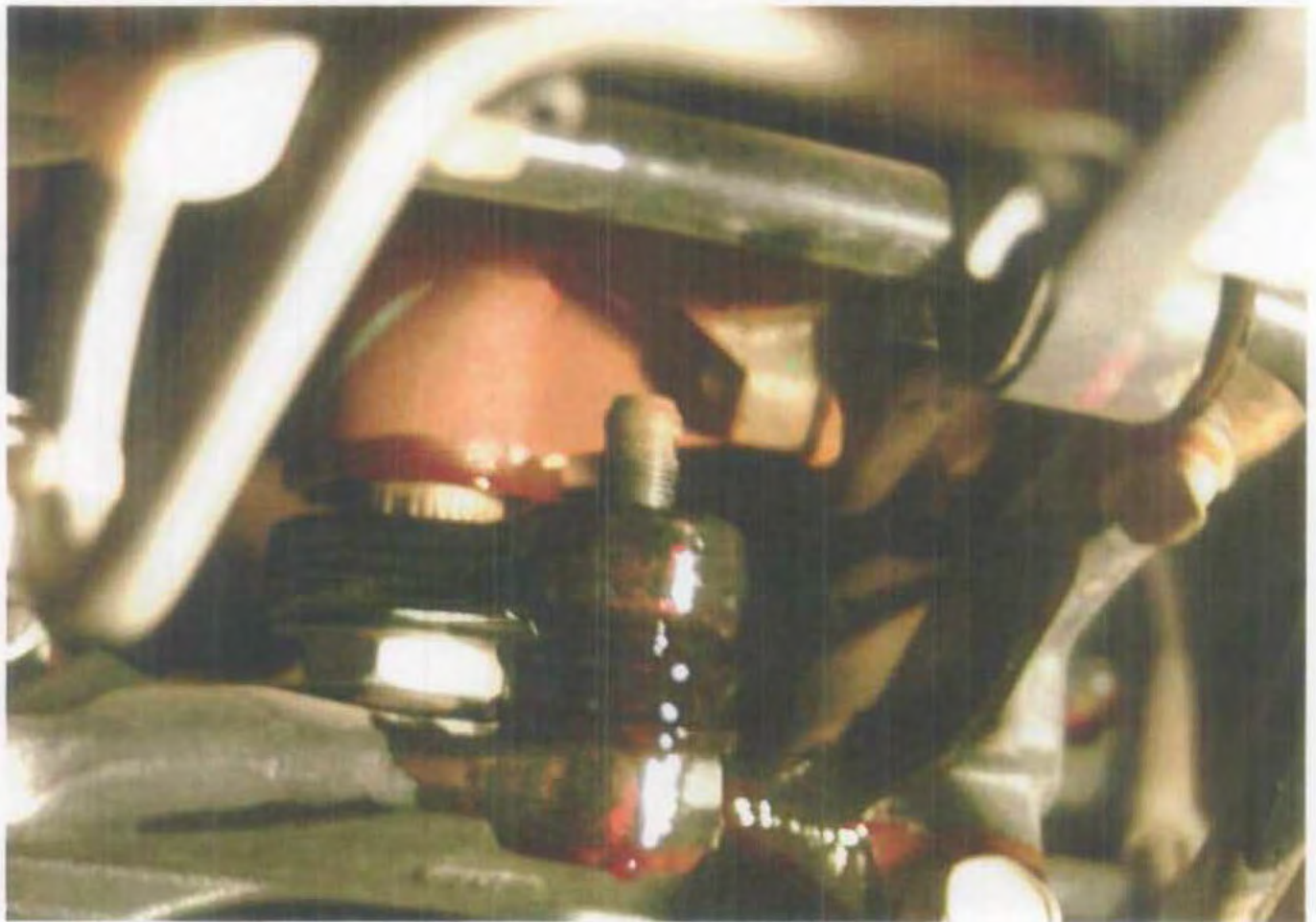
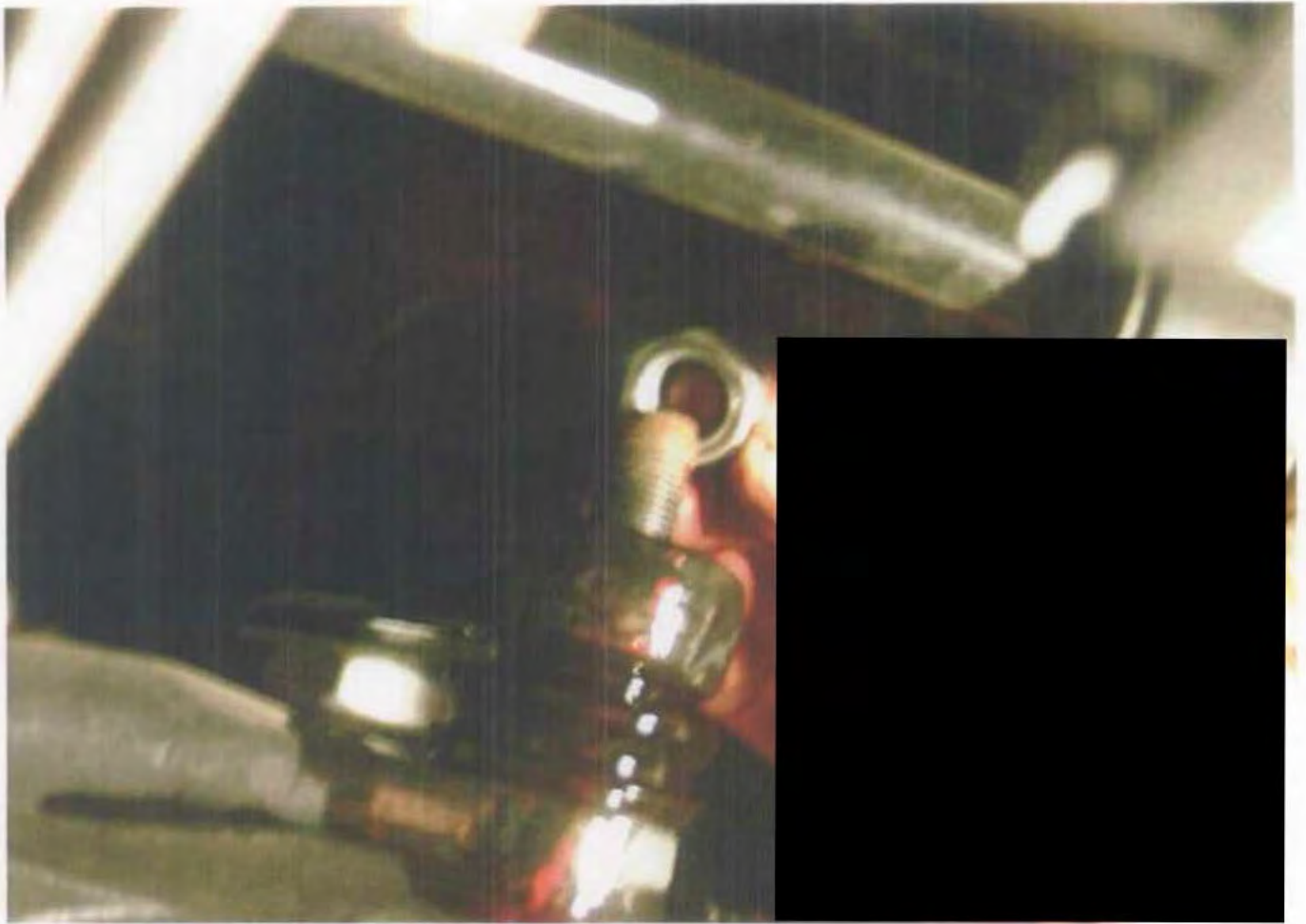


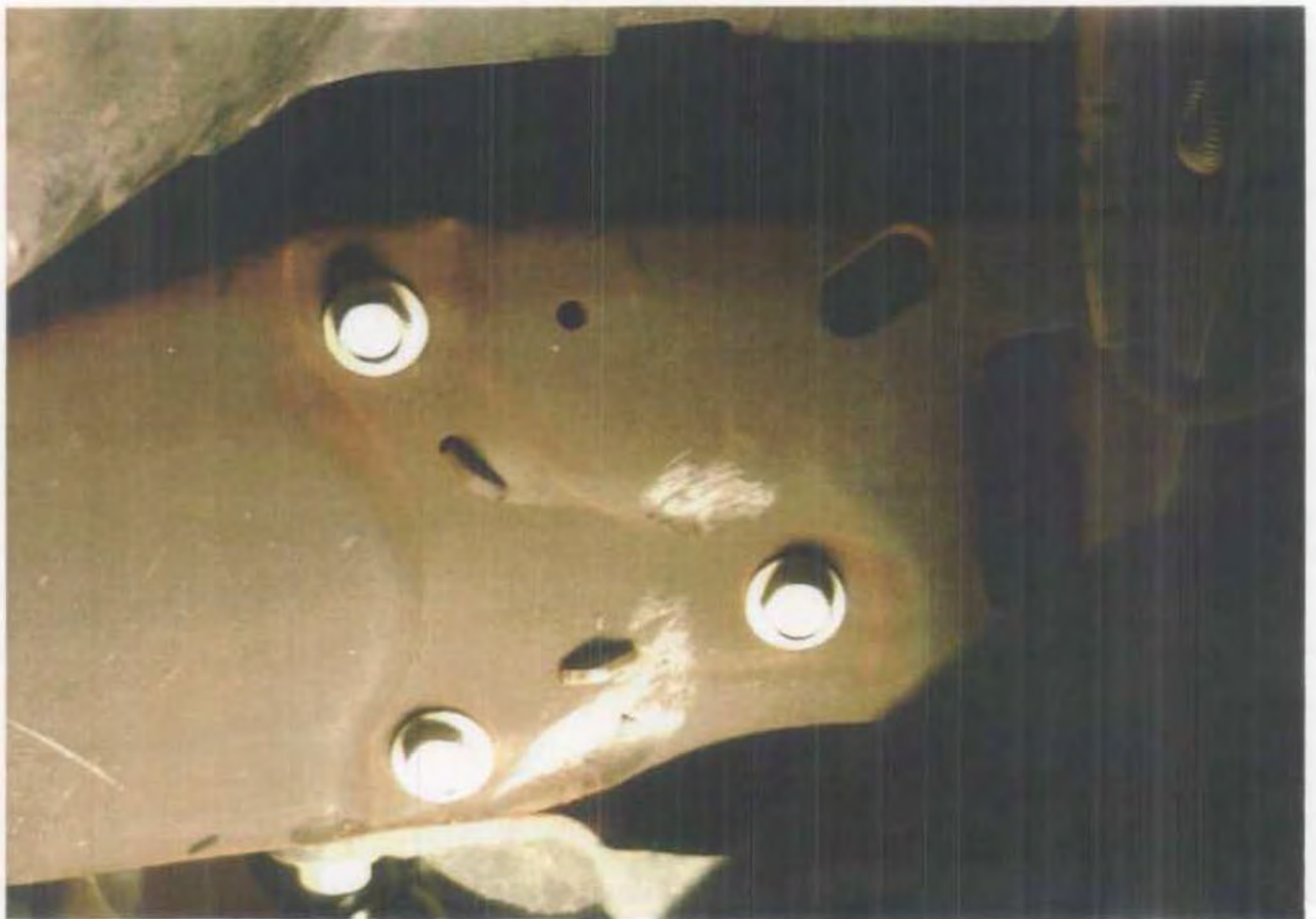


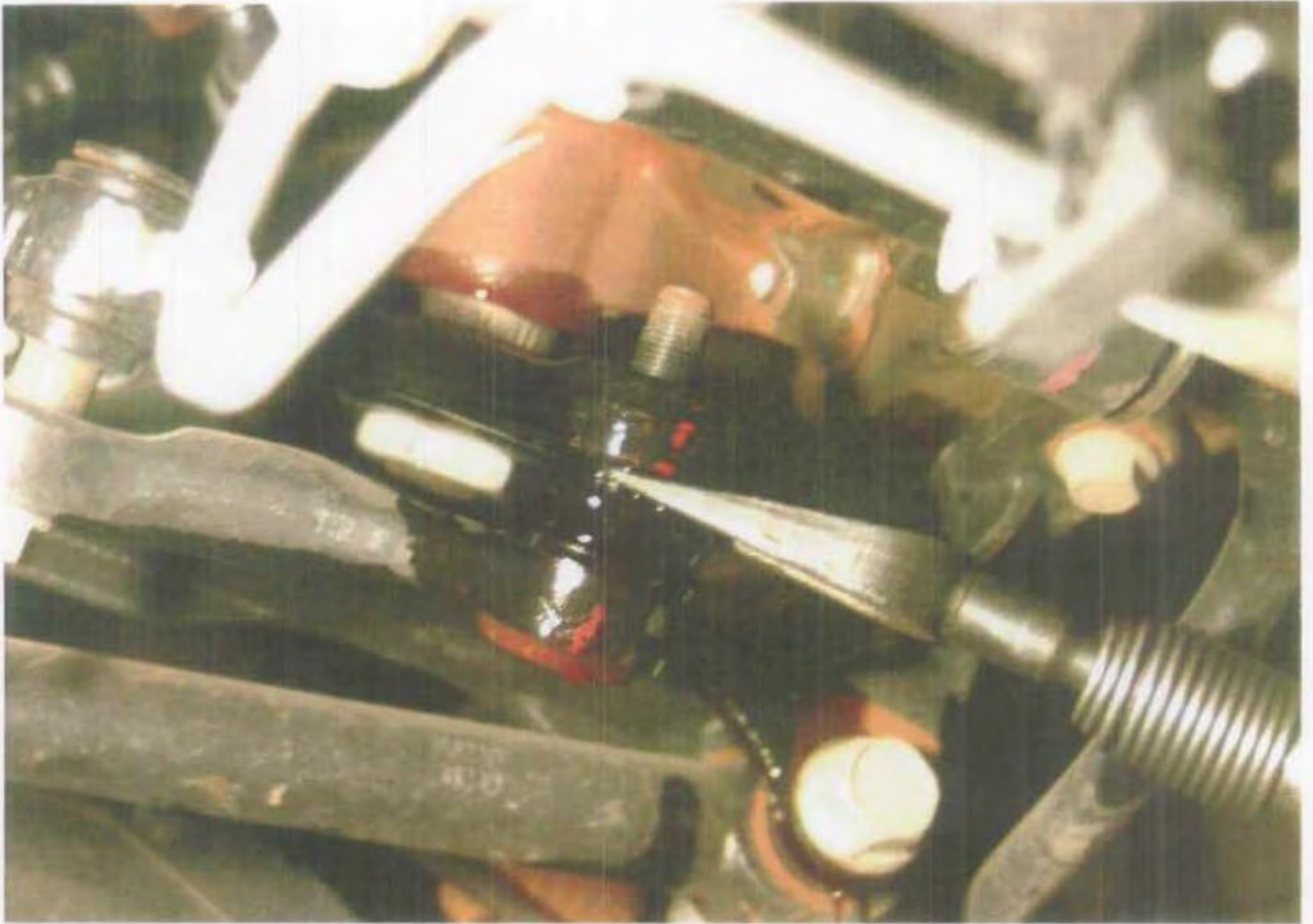










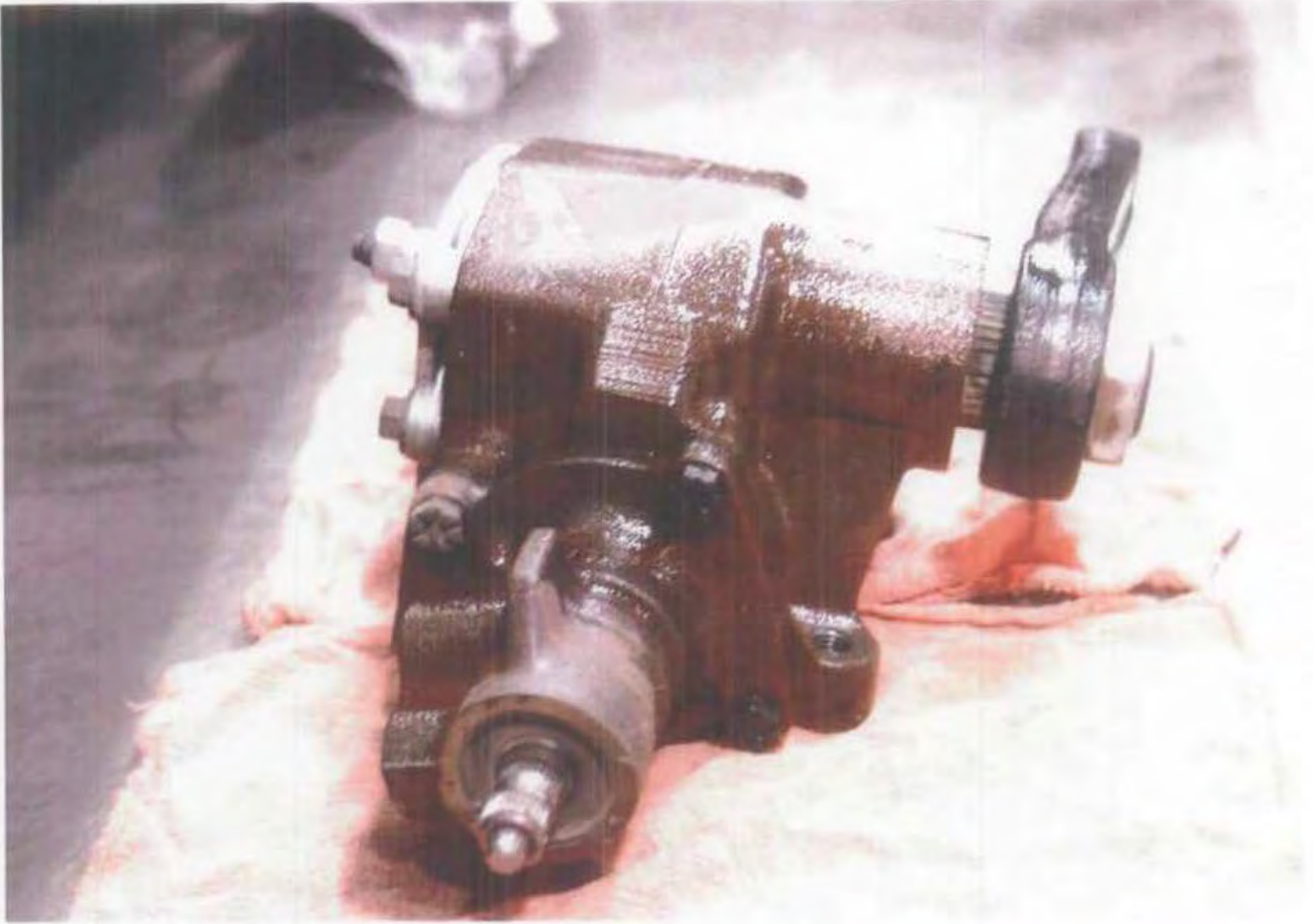


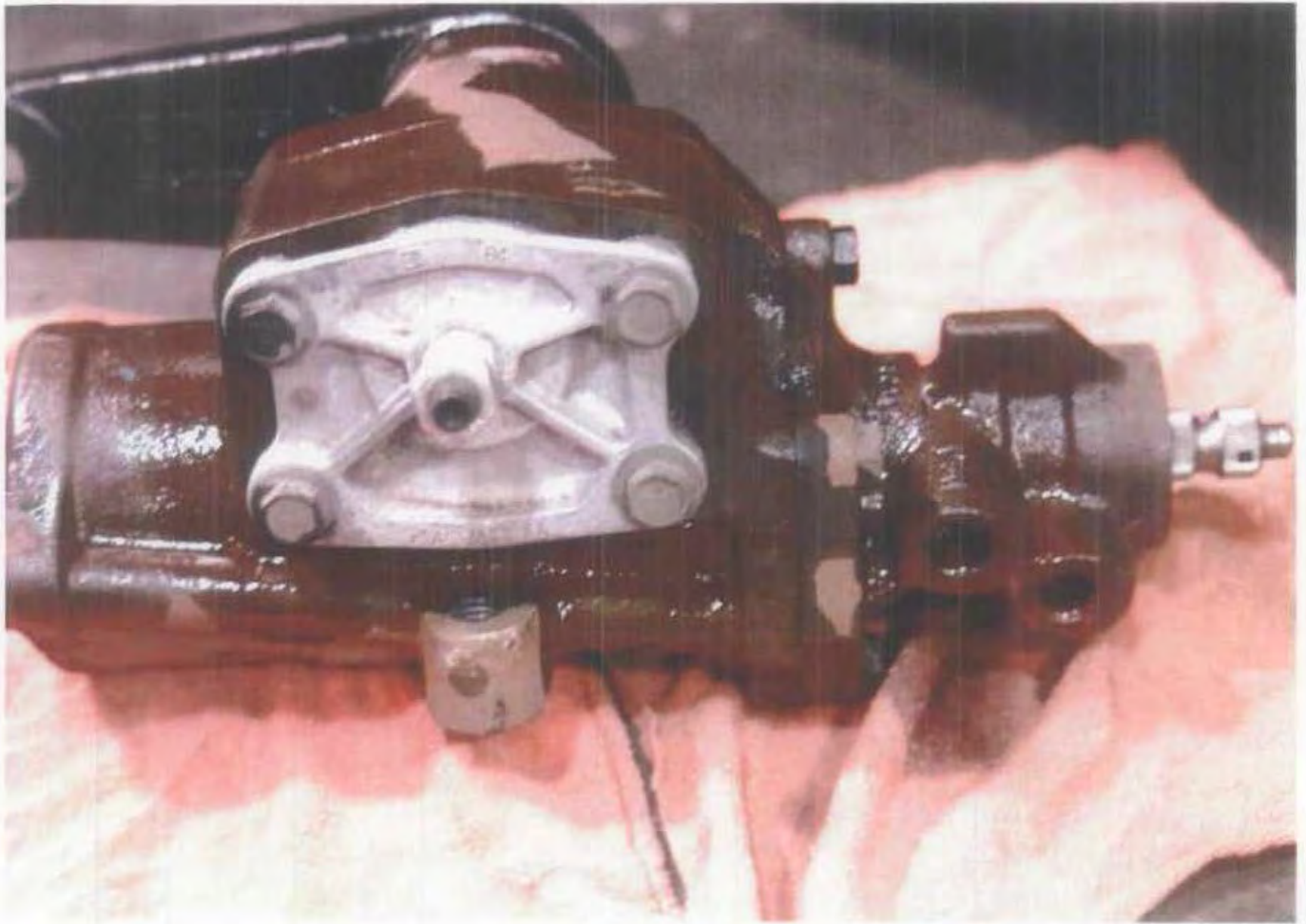




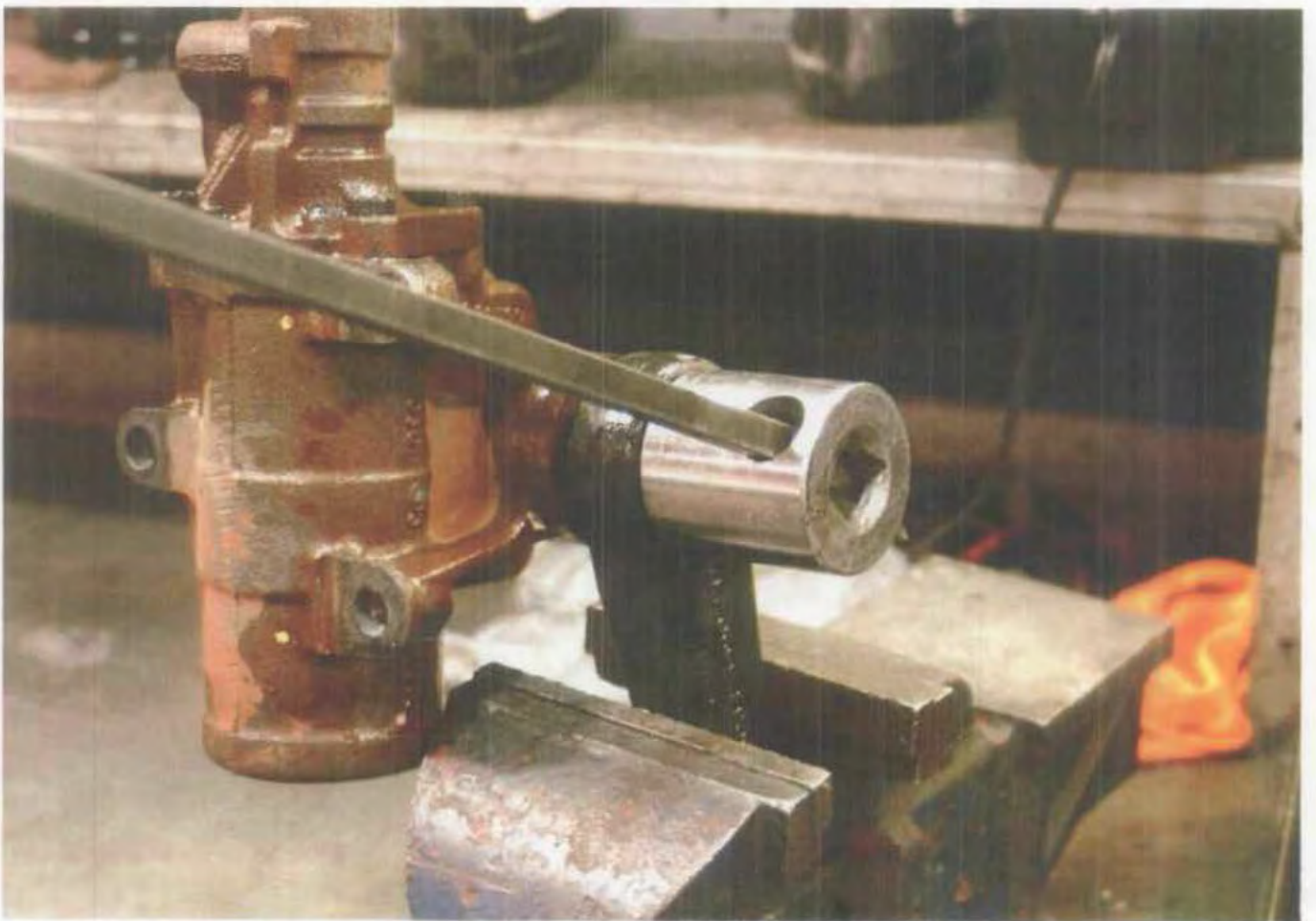
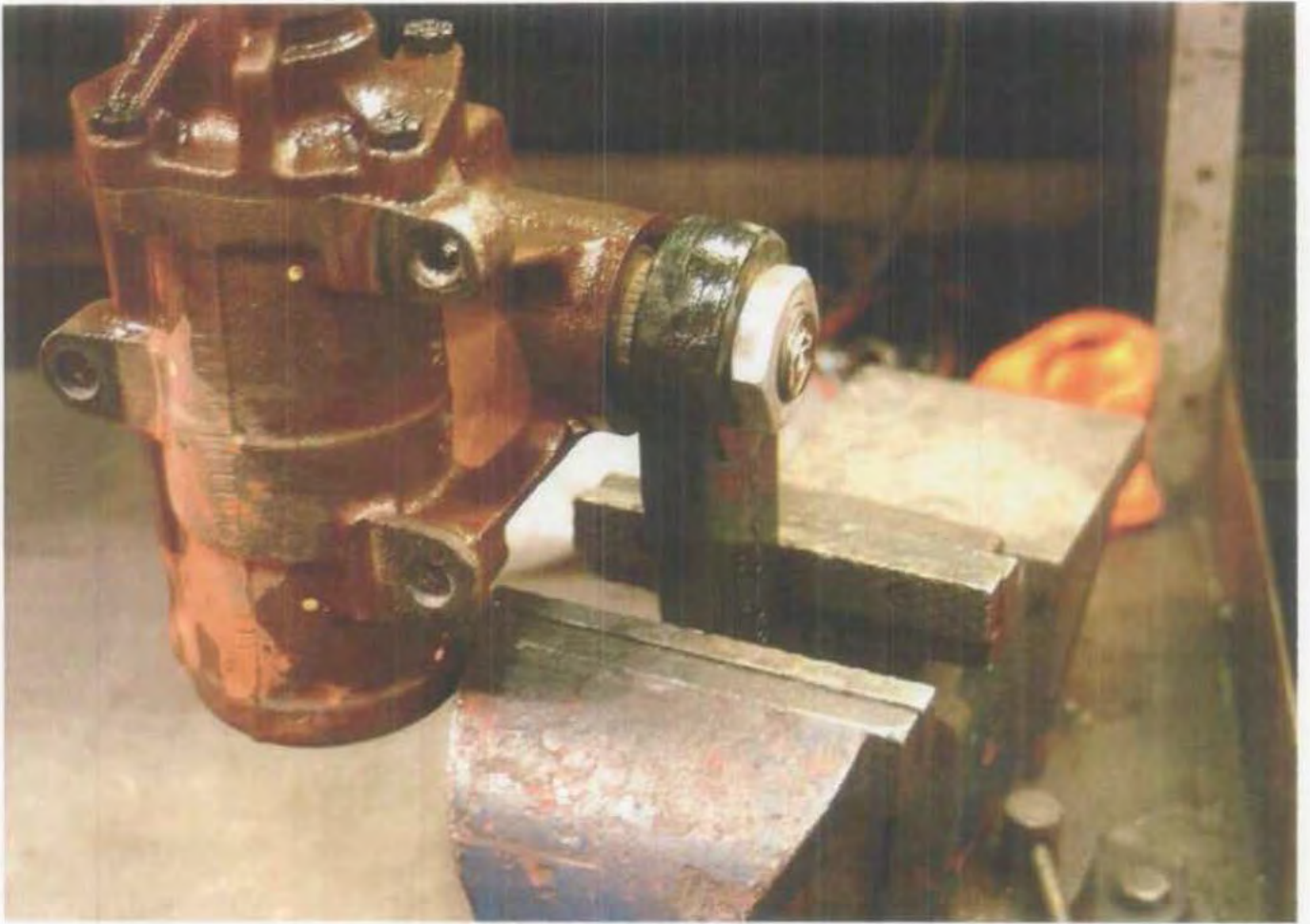


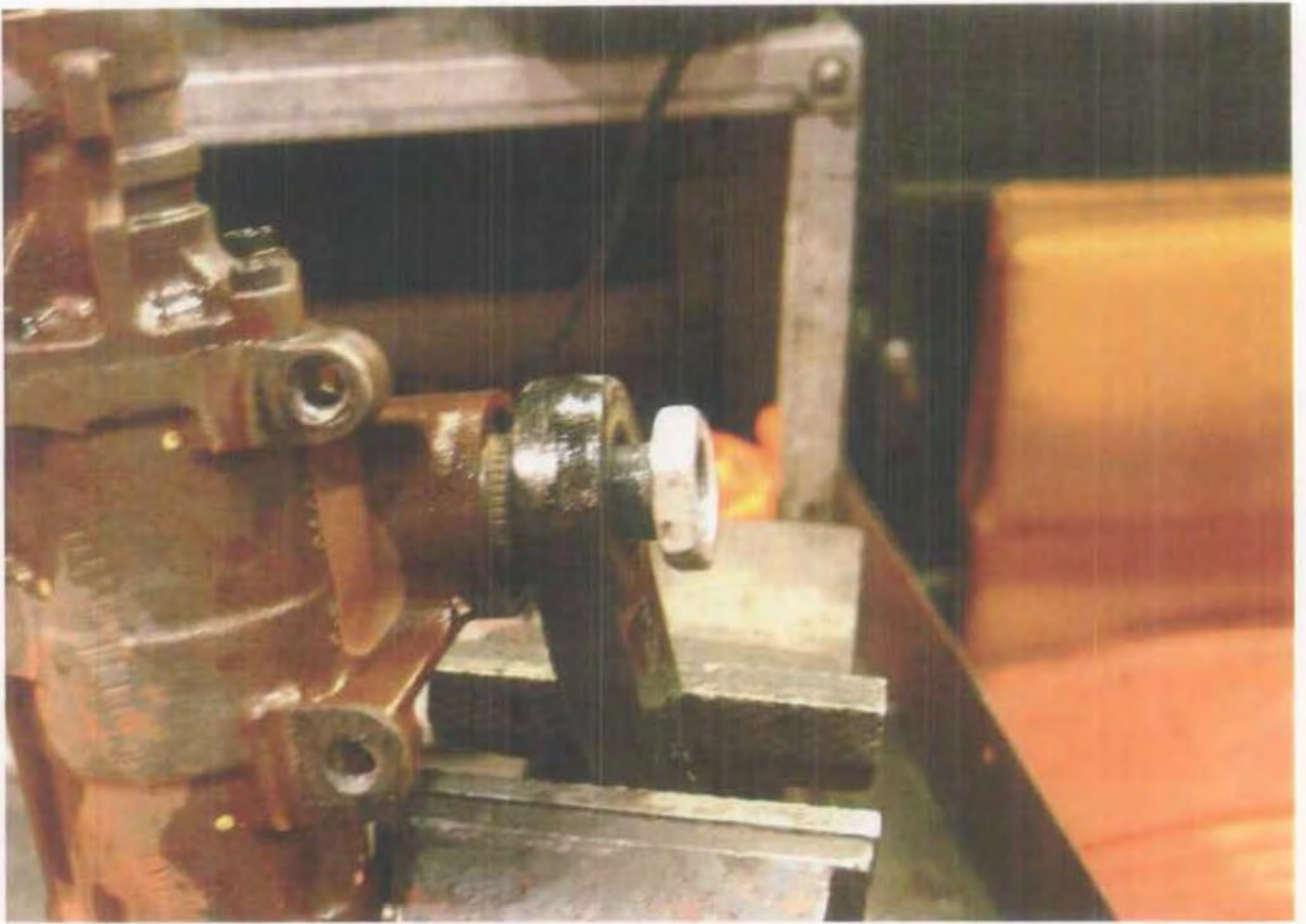






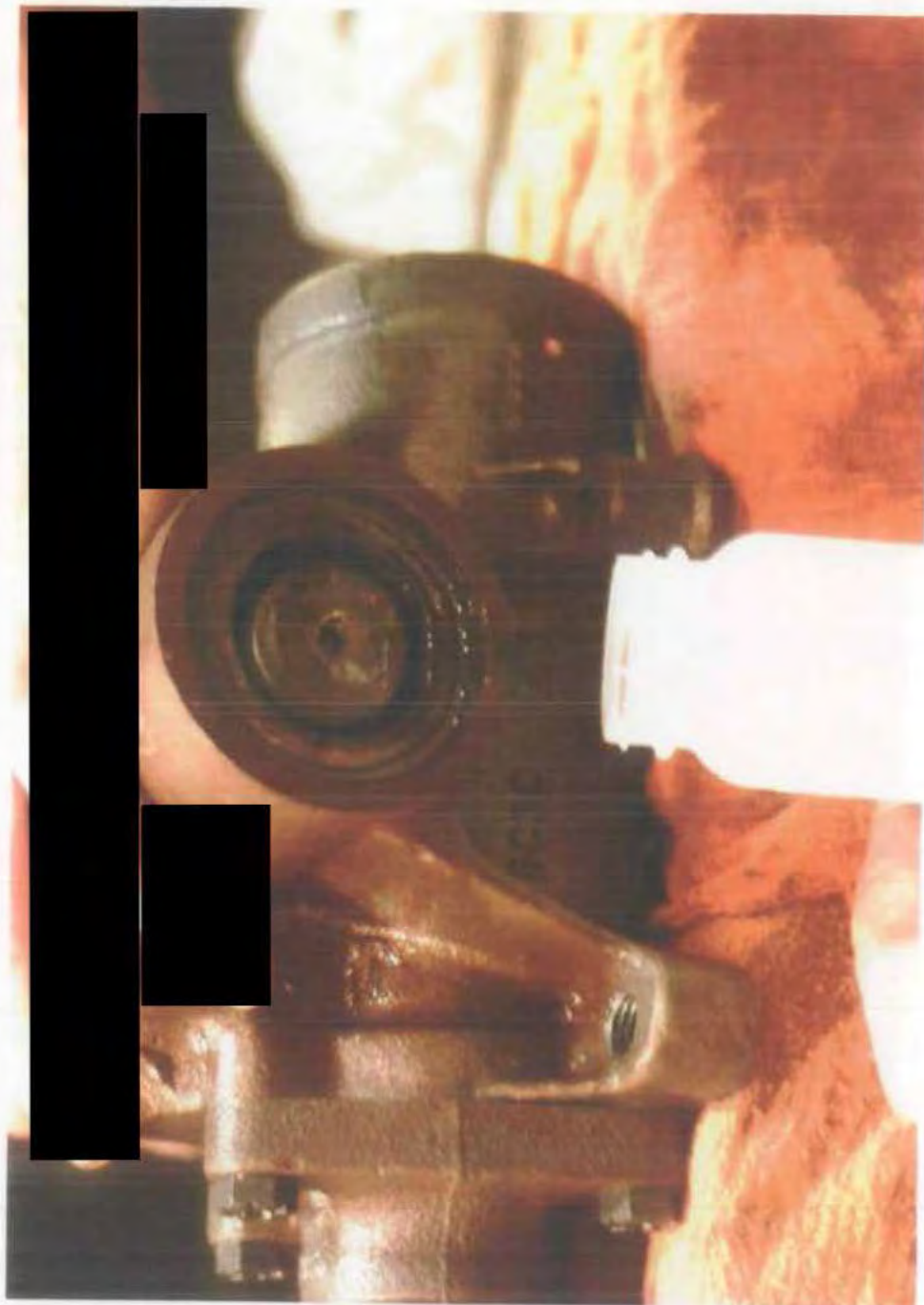


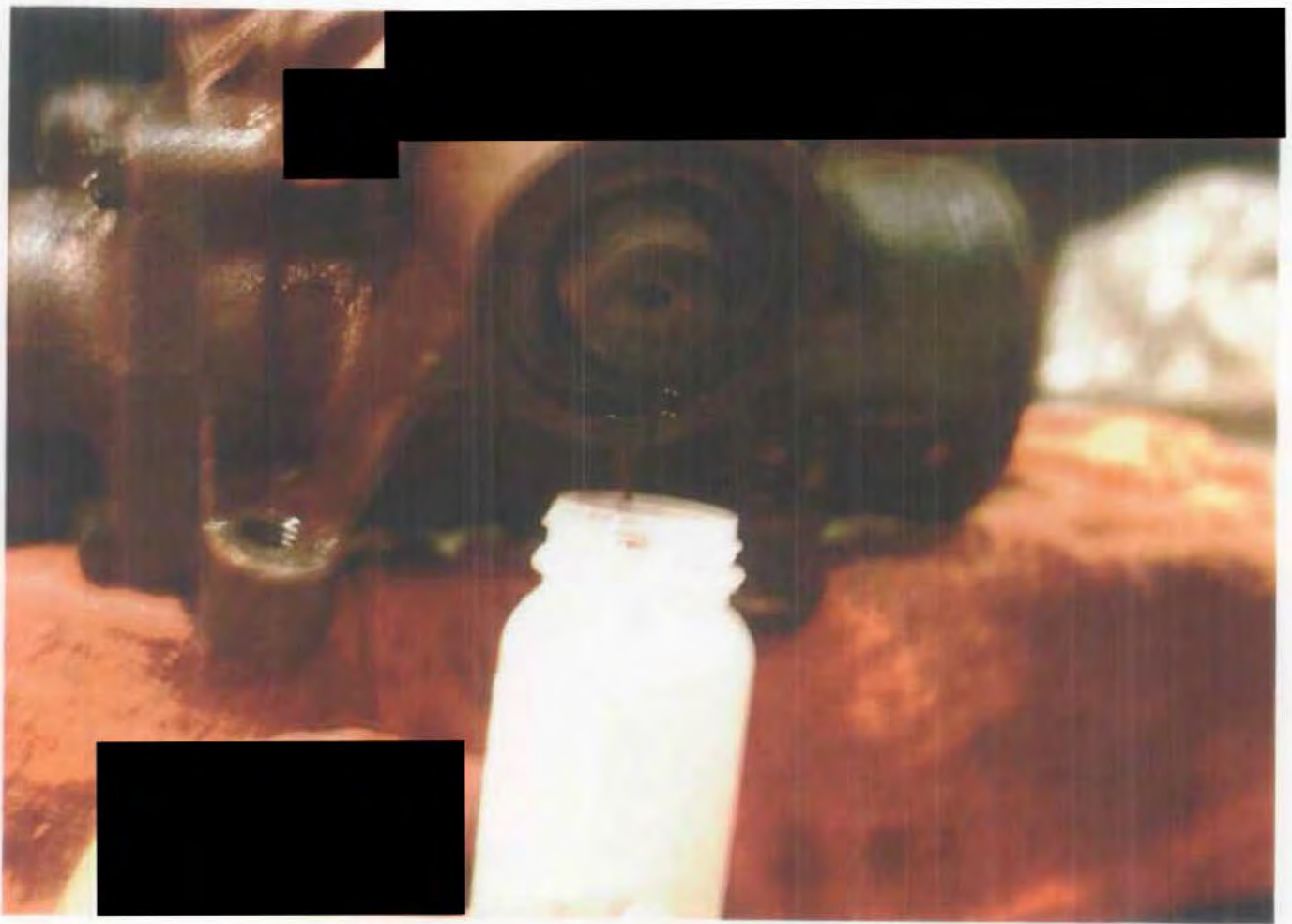


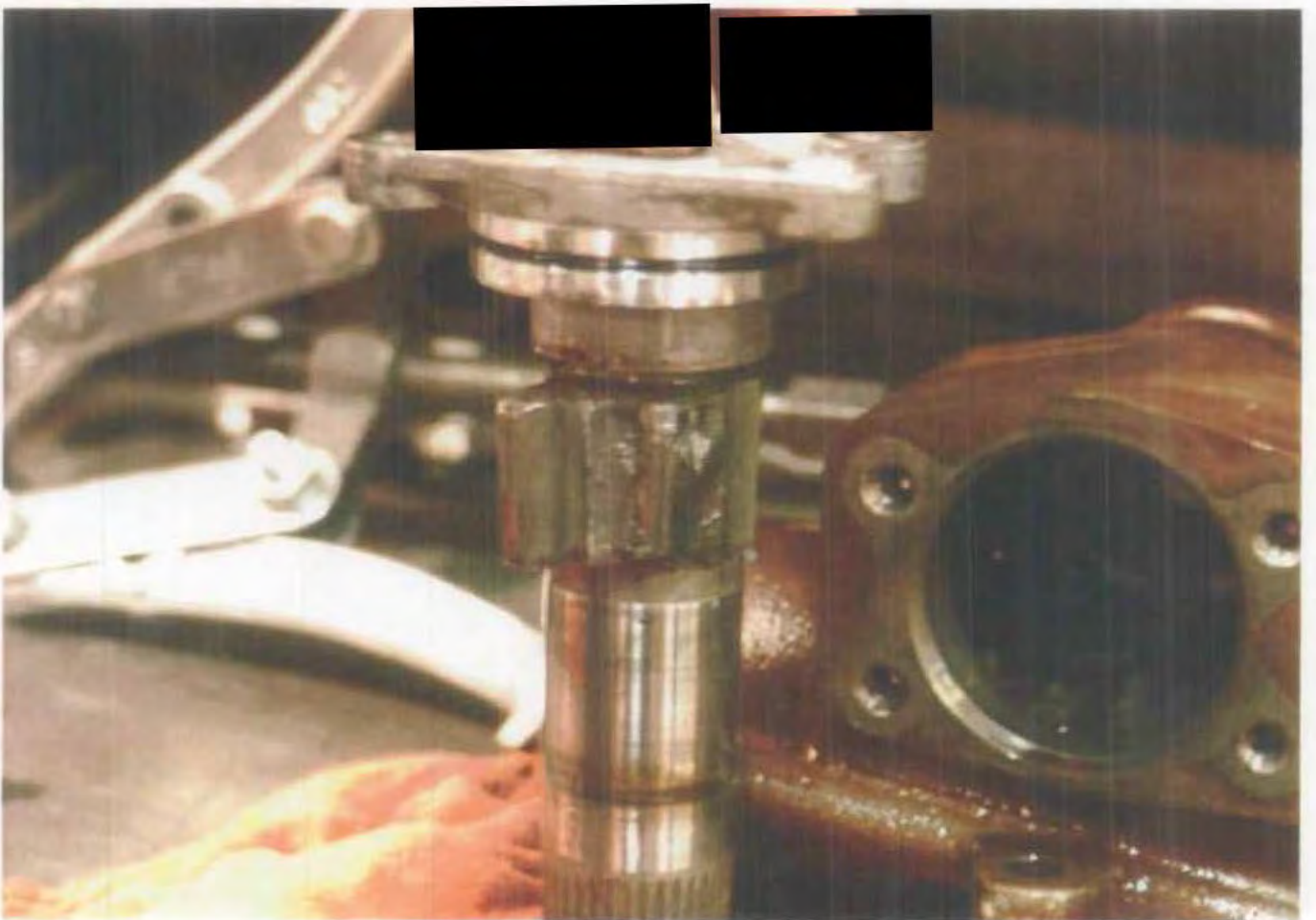


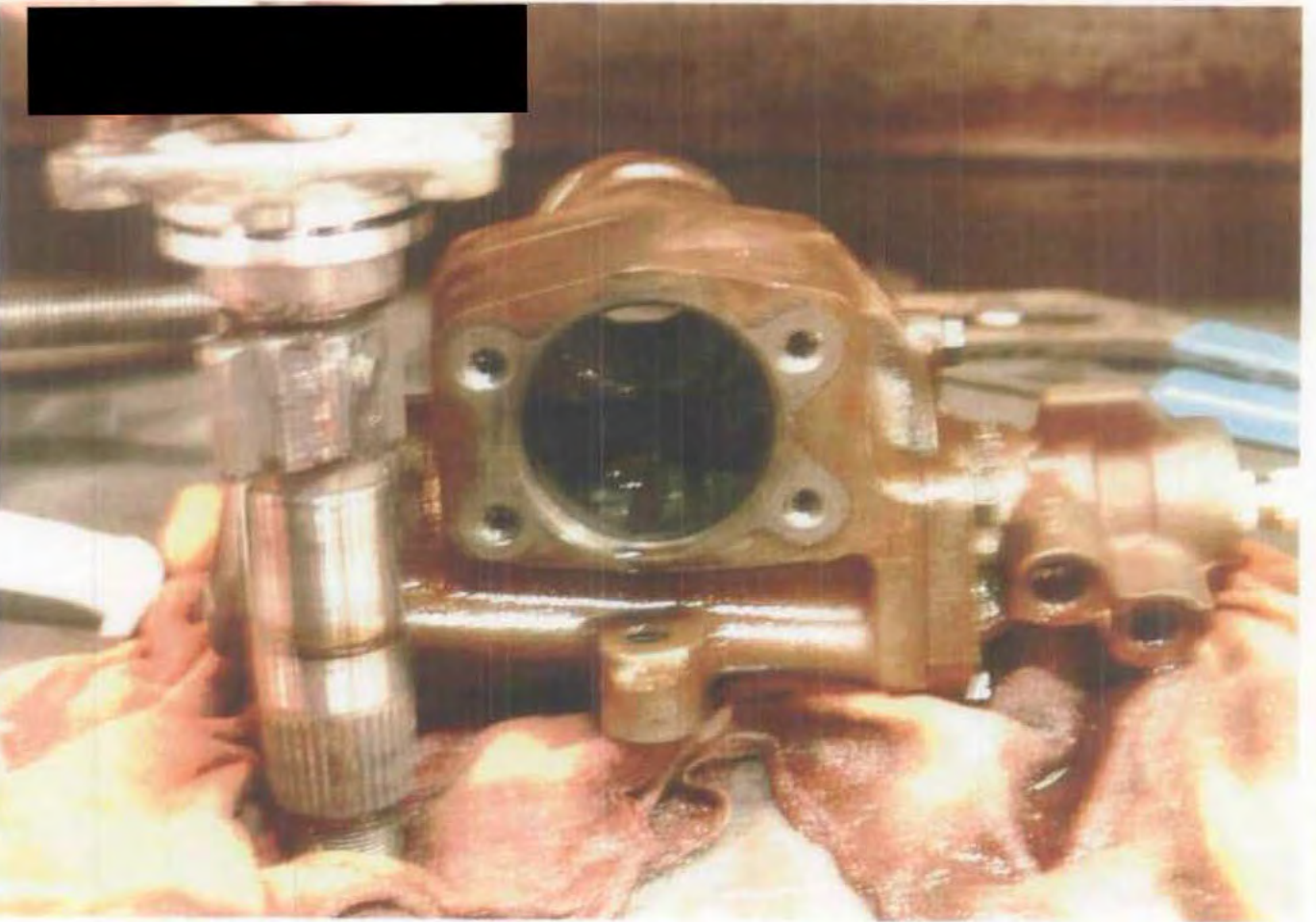
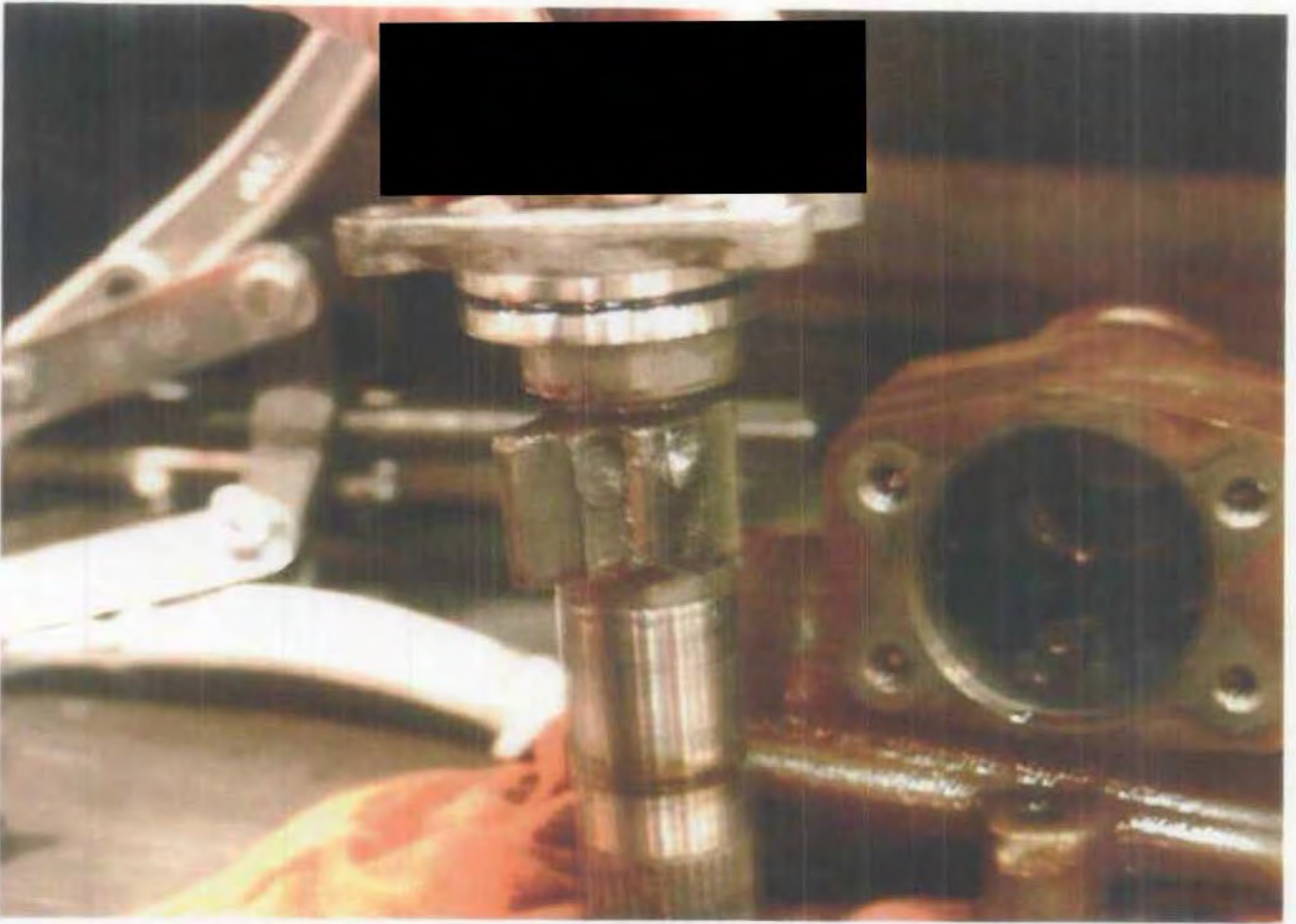


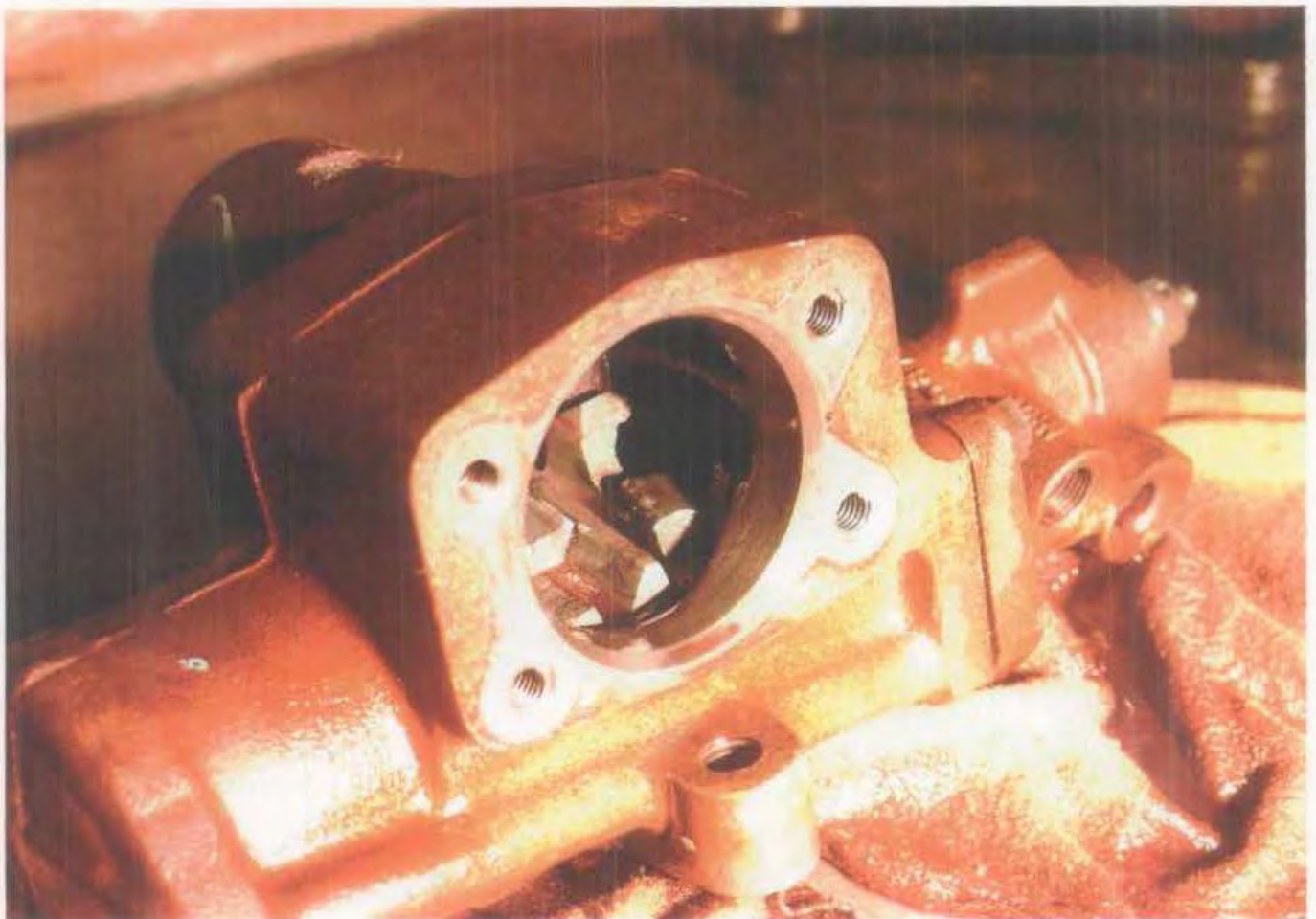
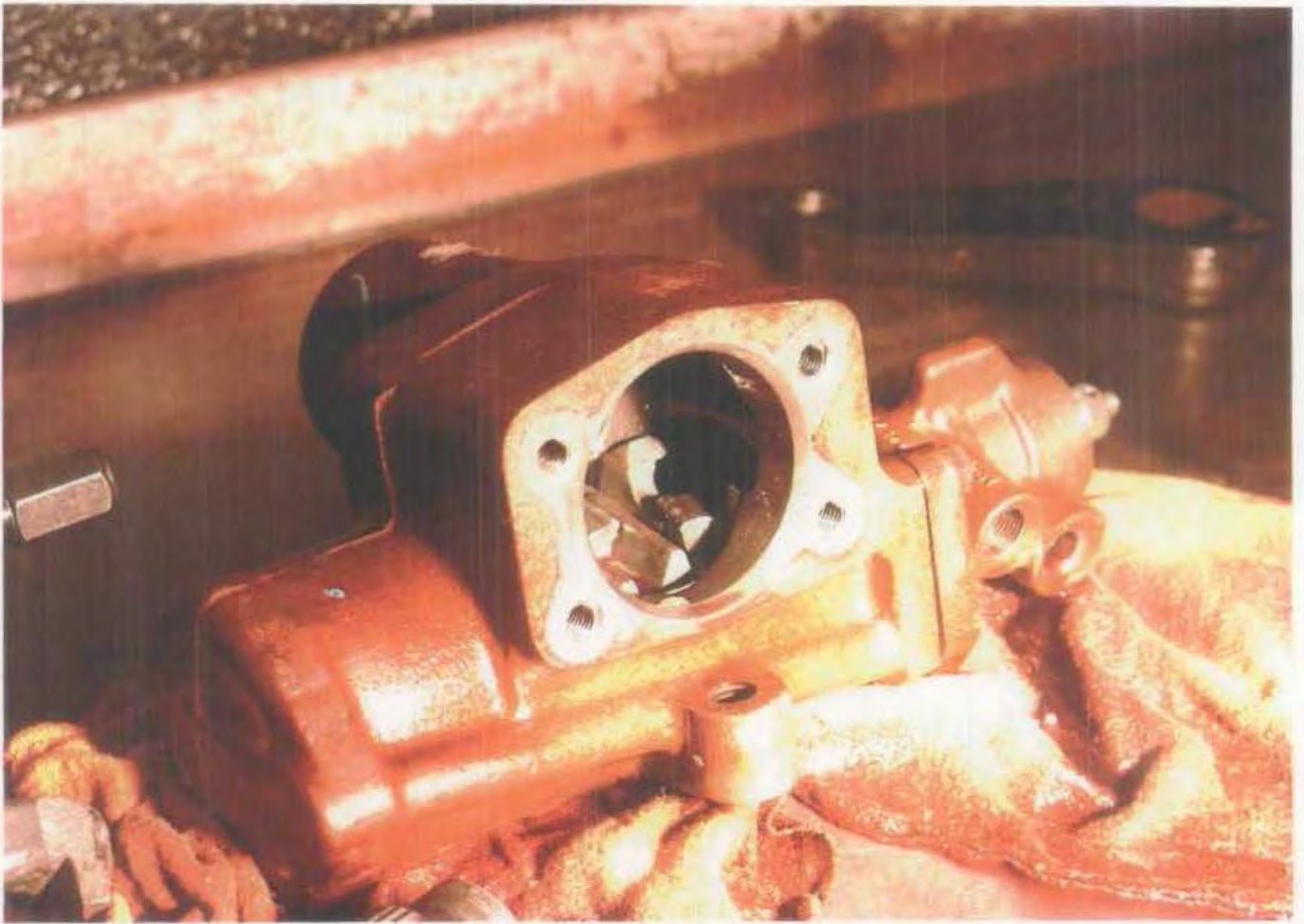




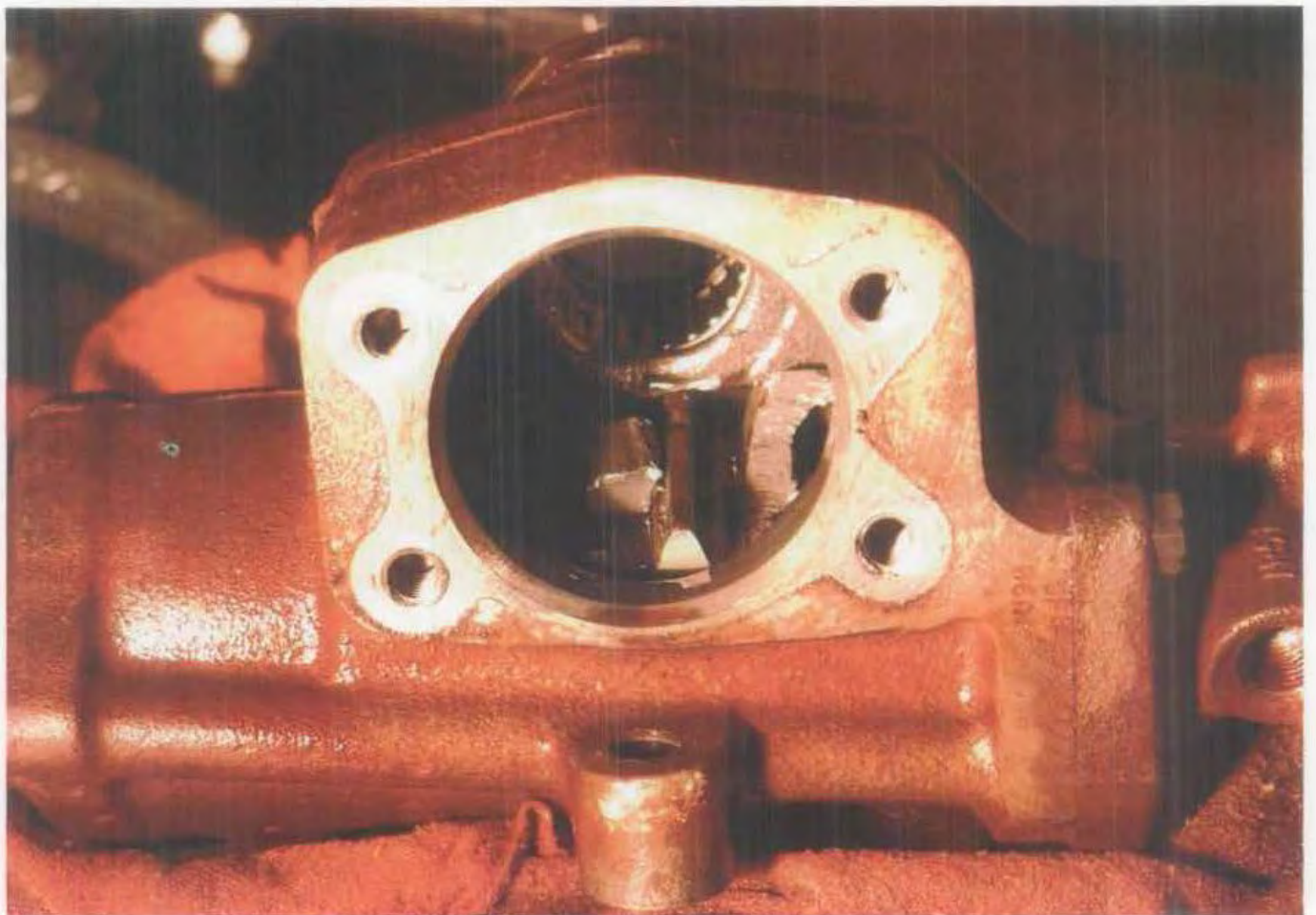
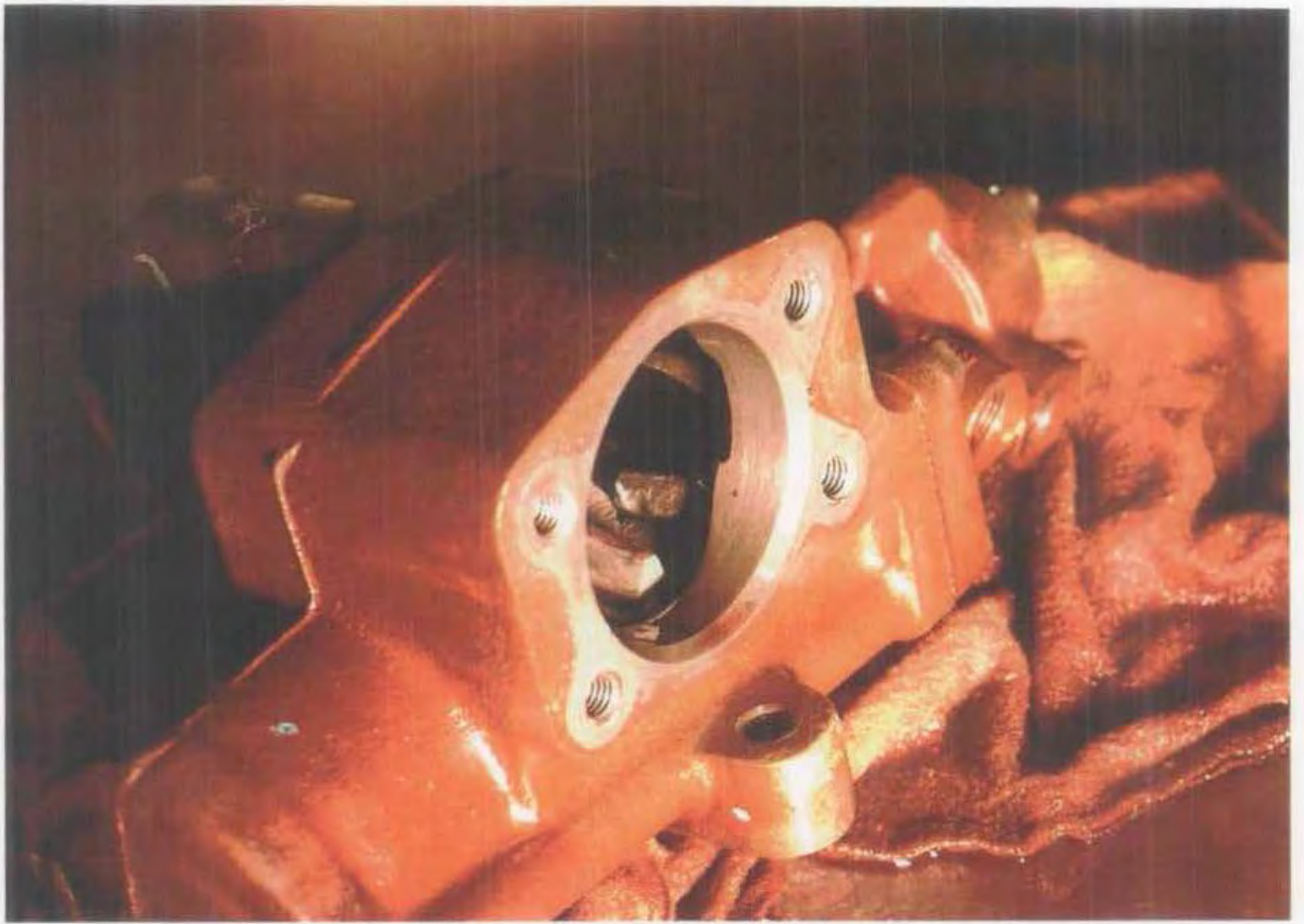


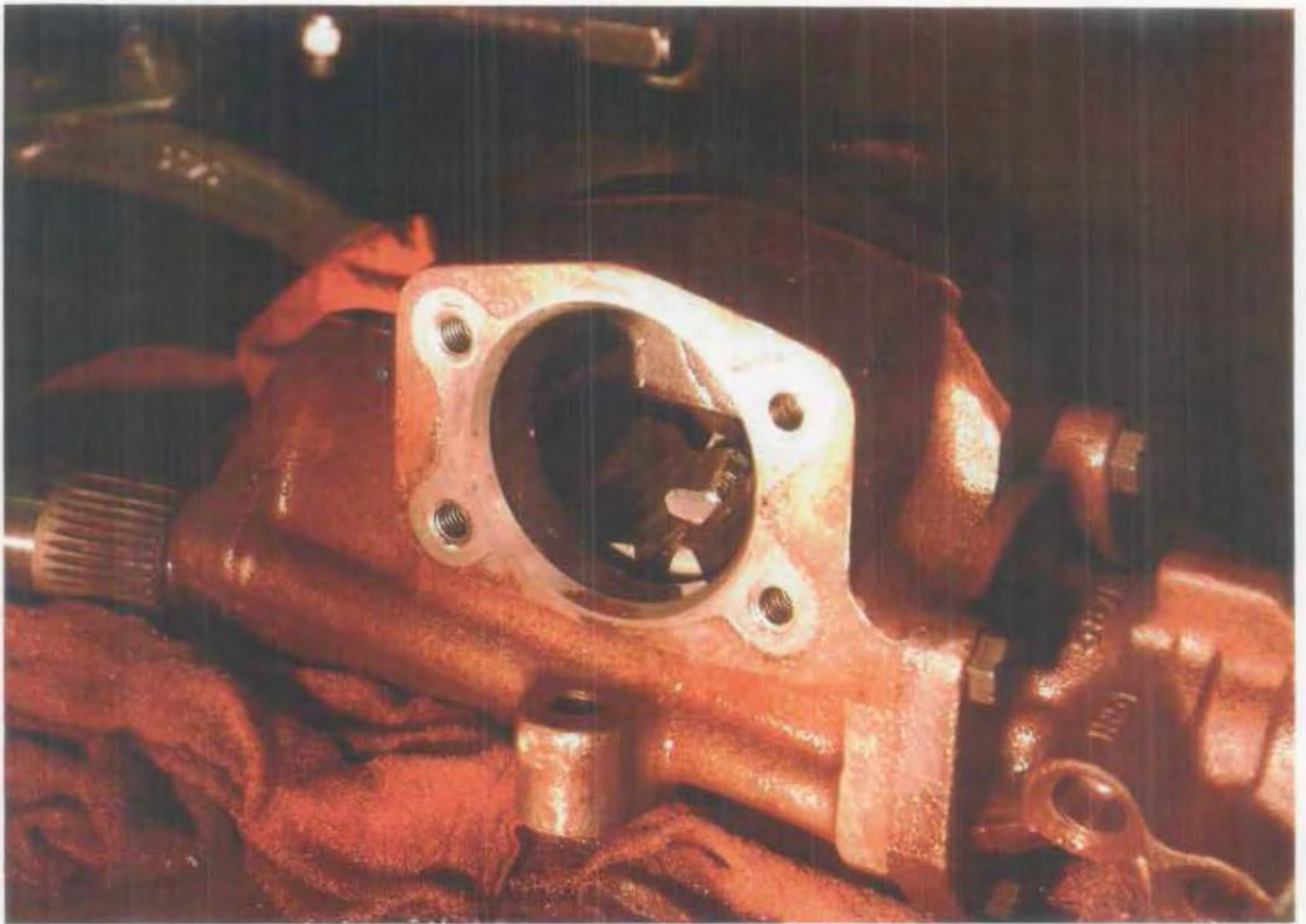




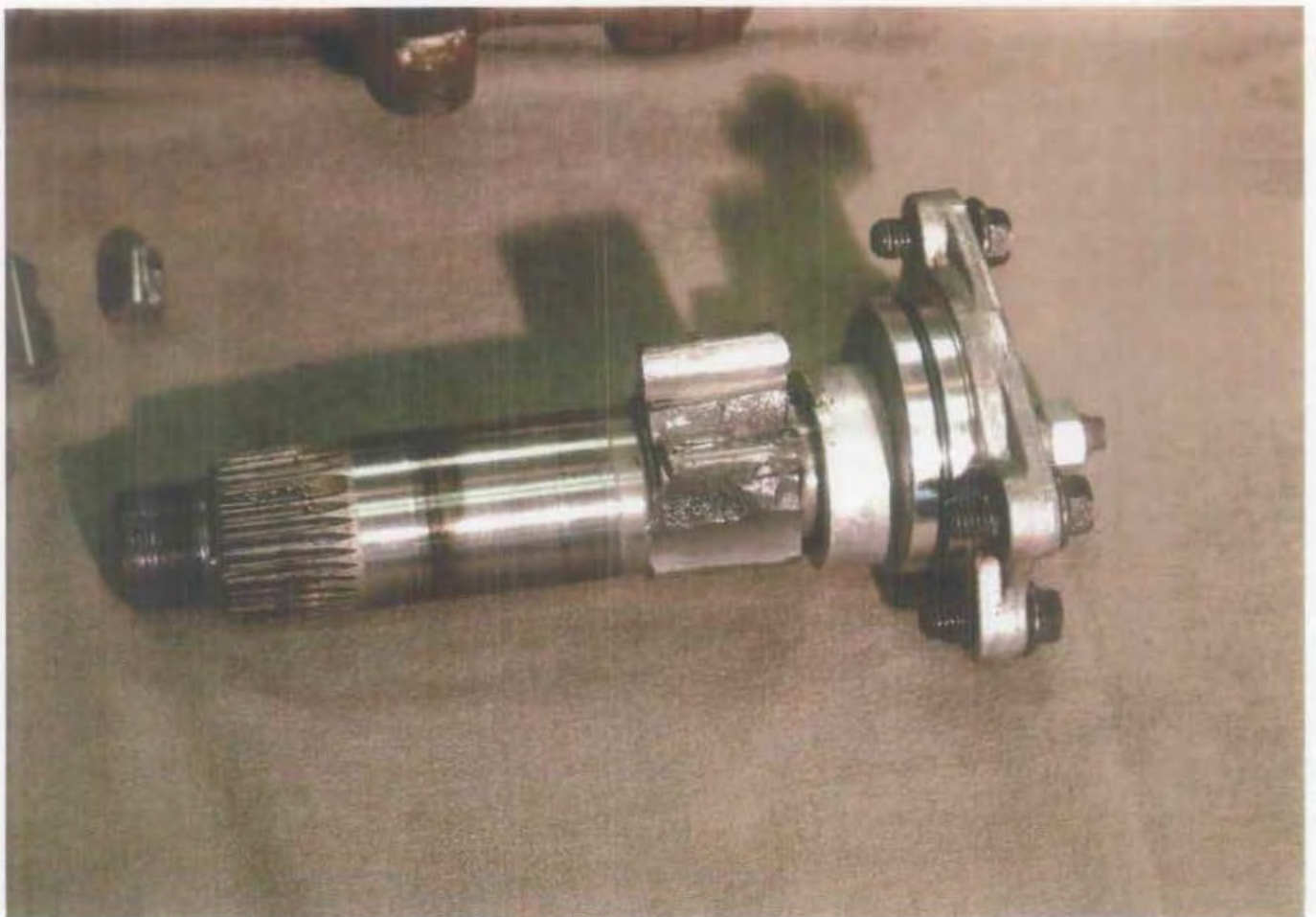


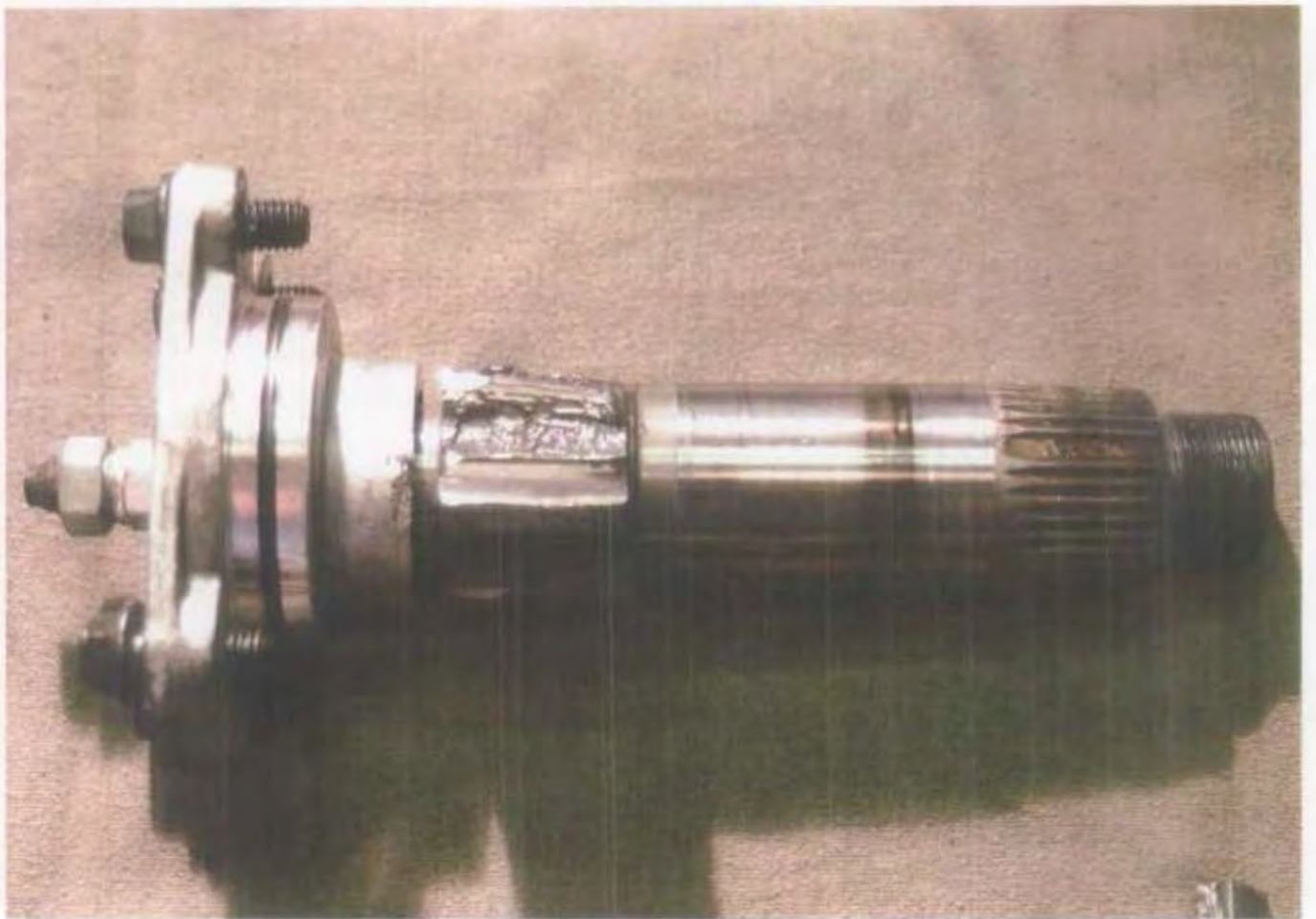
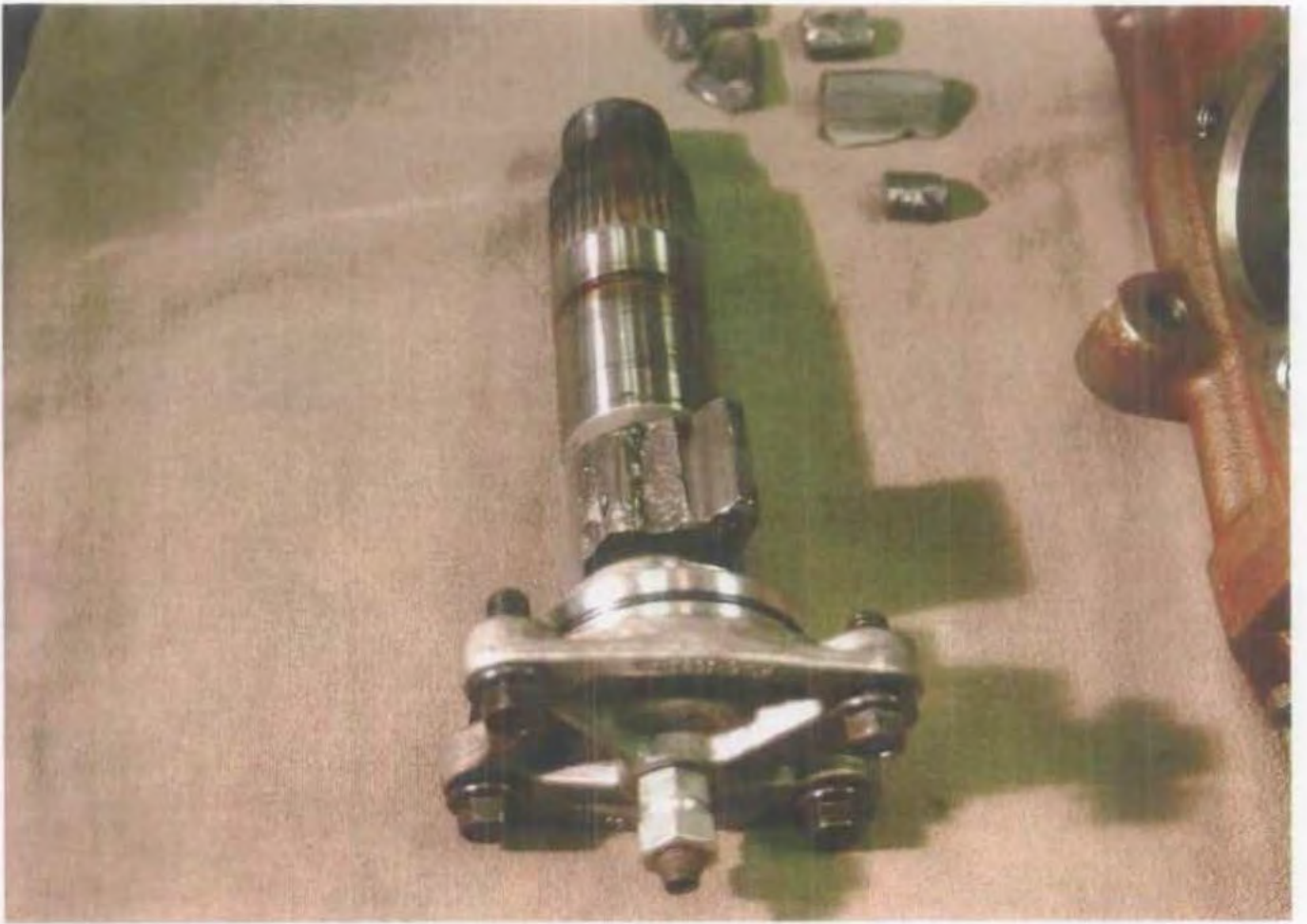




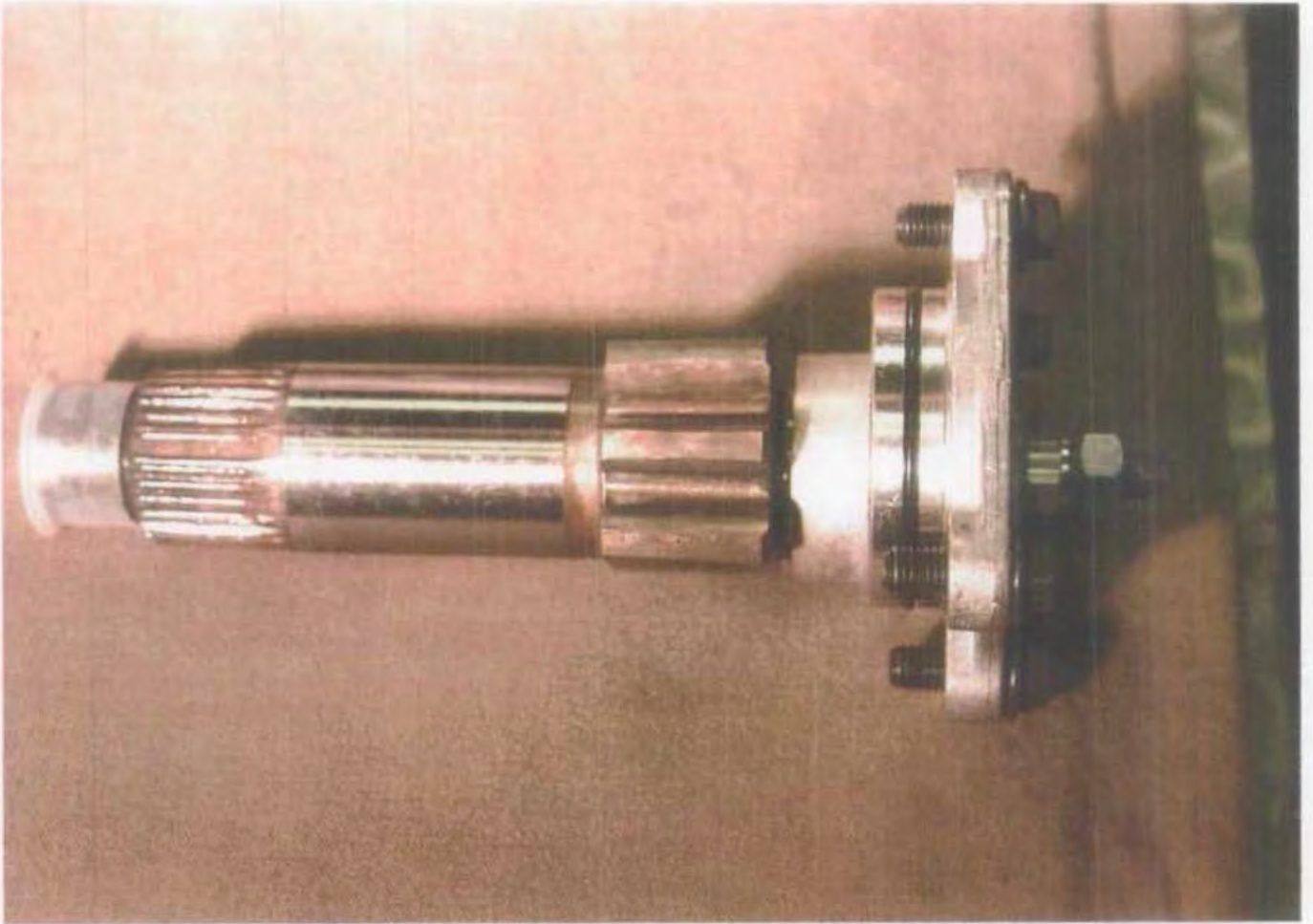






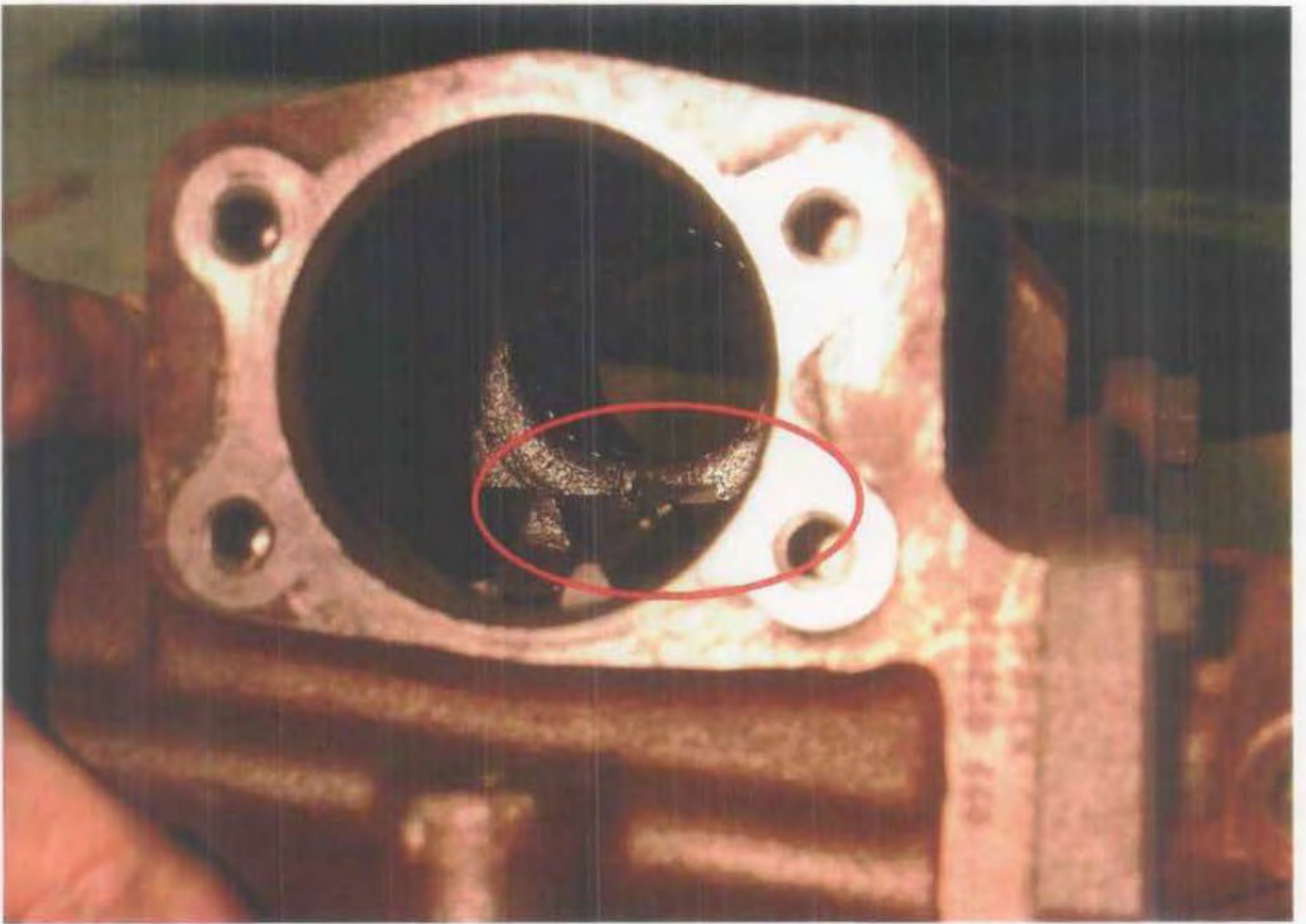


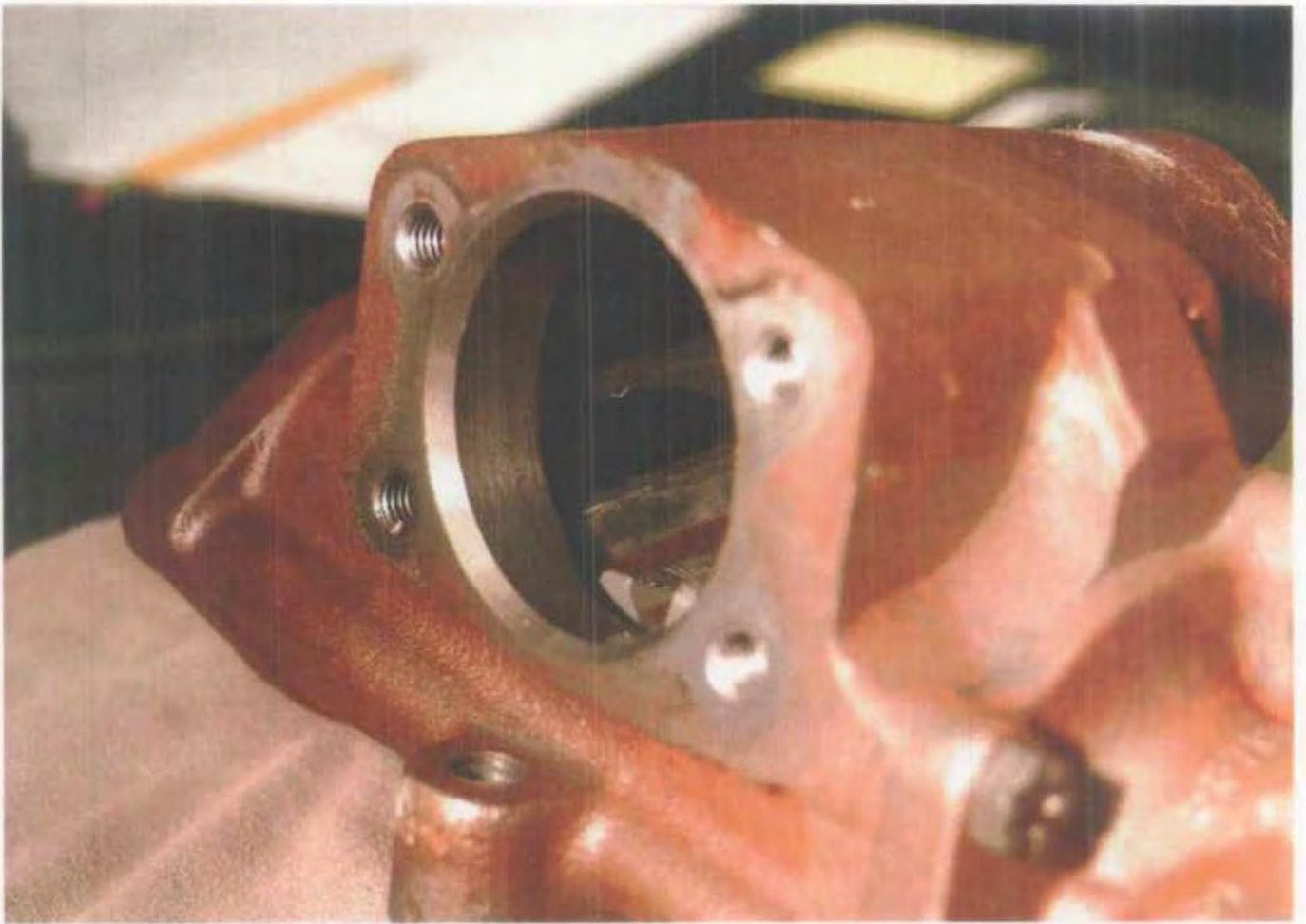


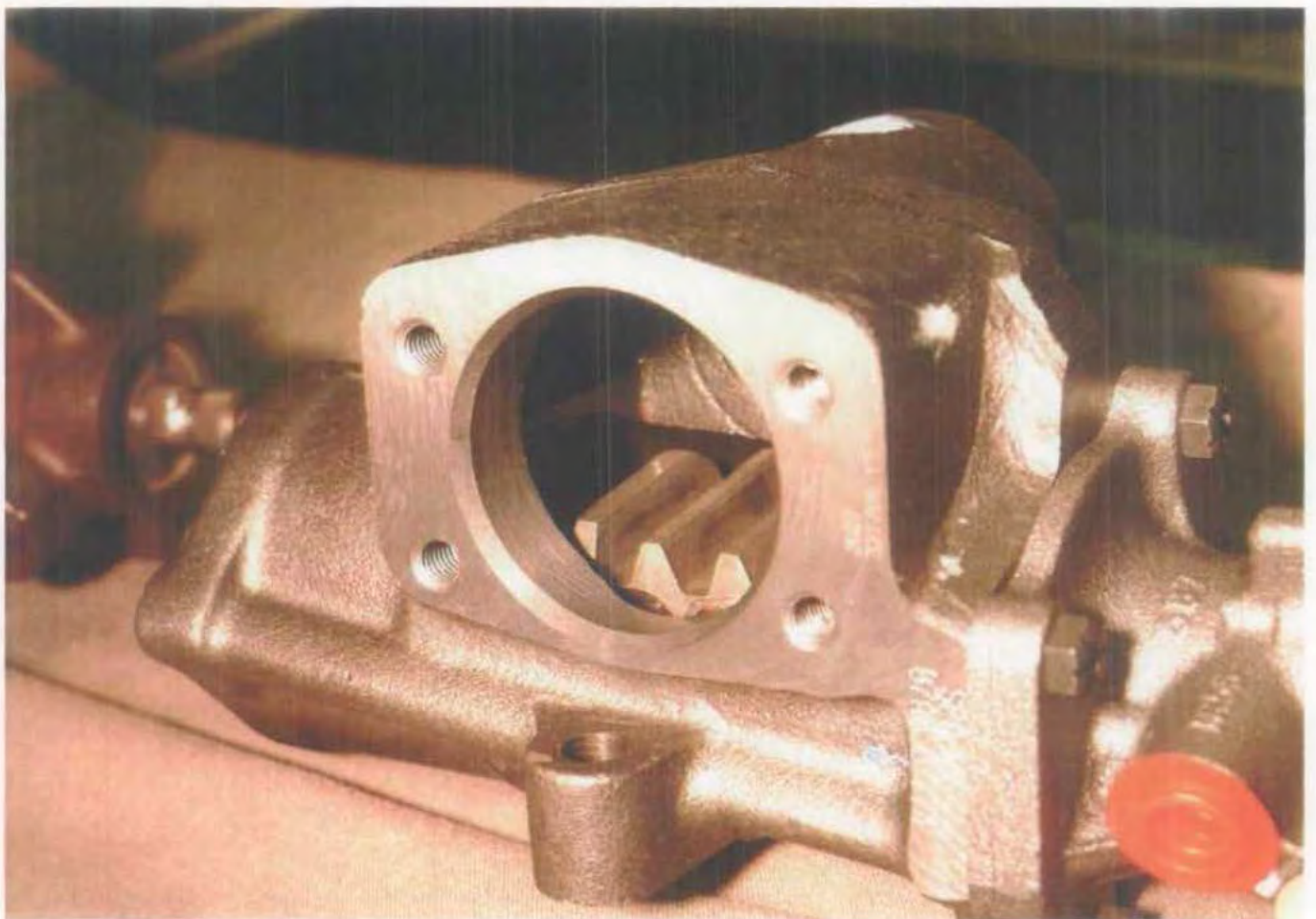
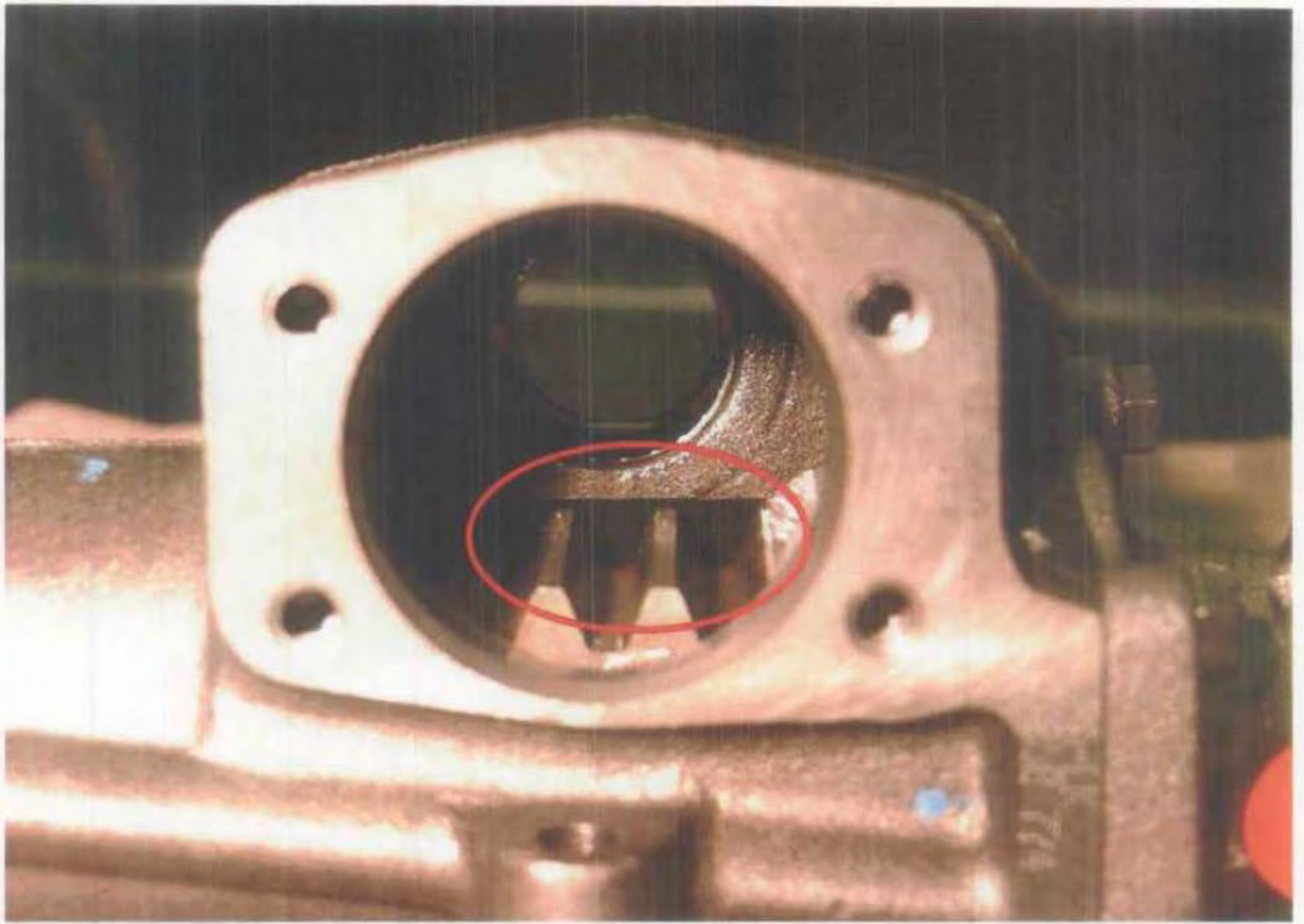


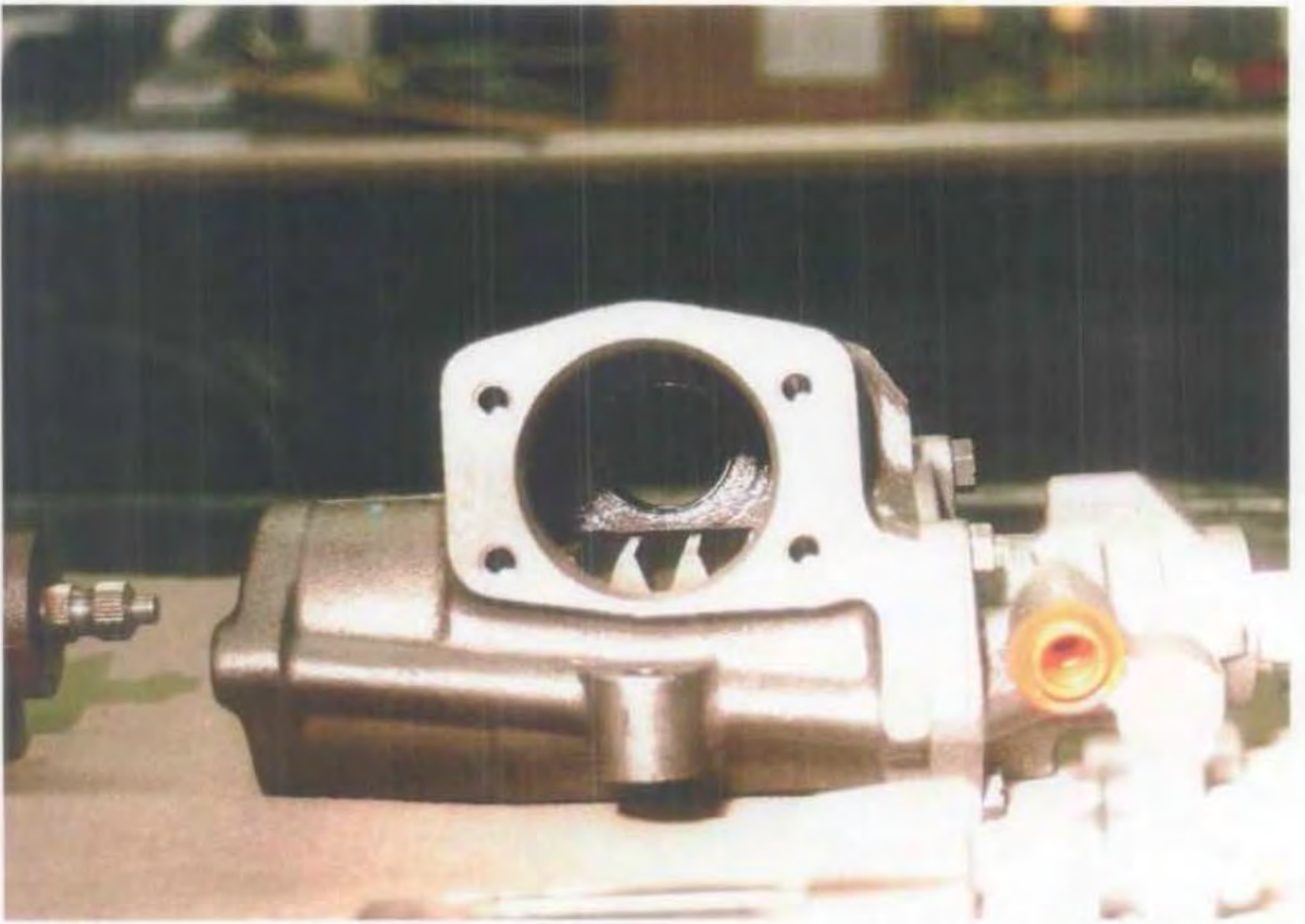


























1 Jon P. Jacobs (SBN 205245)
2 LAW OFFICES OF JON JACOBS
3 3031 Stanford Ranch Rd., #2-150
4 Rocklin, CA 95765
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6 Facsimile: (916) 663-6500

Department
Assignments
Case Management 46
Law and Motion 53
Minor Compromise 34

FILED
Superior Court of California
Sacramento
District Clerk, Sacramento
Office
09/15/08
3:42 PM
Case No. 08CS00043-00000000
Case Number

Attorney for Plaintiff

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

[Redacted]

Case No.

Plaintiff,

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

v.

Violations of:

FORD MOTOR COMPANY; and DOES
ONE through TEN,

- Song-Beverly Consumer Warranty Act
(Express and Implied Warranties)

Defendants.

**UNLIMITED JURISDICTION - DAMAGES
EXCEED \$25,000**

Plaintiff alleges:

1. [Redacted] ("Plaintiff") is a "buyer" as defined in Civil Code § 2981(c) and §1791(b).
2. Defendant FORD MOTOR COMPANY ("Ford") is a duly authorized corporation doing business in Sacramento County, California.
3. Ford is a "manufacturer" and "retail seller" as defined respectively in Civil Code §§ 1791(j) and (l).
4. Ford is a "person" as defined in Civil Code § 1761(c).
5. Ford is a "service contract seller" and/or "service contractor" and/or "service contract administrator" as defined respectively in Civil Code §§ 1791(q), (r), and (p).
6. On May 17, 2007, Plaintiff purchased a new 2007 Ford F-250, VIN: 1FTSW20P27E [Redacted] "Vehicle" or "truck") for \$42,197.64 plus taxes and fees from Future Ford of Sacramento ("Dealer") in Sacramento, California. The Vehicle was sold with a Ford 3 year/36,000 mile bumper to bumper, 5 year/60,000 drivetrain, and 5 year/100,000 mile diesel

1 engine warranty (collectively "warranty" unless otherwise specified).

2 7. The Vehicle is a "consumer good" and "consumer product" as defined
3 respectively in Civil Code §§ 1791(a), and 15 U.S.C.A. 2301(1).

4 8. Plaintiff's purchase of the Vehicle is a "transaction" as defined in Civil Code §
5 1761(e), and a "sale" as defined in Civil Code § 1791(n), all pursuant to a "conditional sale
6 contract" as defined in Civil Code § 2981(a)(1).

7 9. Plaintiff is ignorant of the true names and/or capacities of the Defendants sued
8 herein under the fictitious names DOES ONE through TEN. They are sued herein pursuant to
9 C.C.P. § 474. When Plaintiff becomes aware of the true names and/or capacities of these
10 Defendants, Plaintiff will amend this Complaint to state their true names and capacities.

11 10. From the time of purchase until the current the Vehicle has suffered ongoing
12 problems including but not limited to:

13 Problems	Date	Odo	Days	RO#
14 Steering - vehicle does not operate 15 properly, performed alignment and 16 adjusted front toe. Test drove and the 17 concern was corrected at this time. Interior - CVR R/Seat support, loose part. Replaced the passenger seat mounting bolt, concern corrected at this time.	06/18/07	2,146	1+	Future Ford Roseville Warranty Claim # [REDACTED]
18 Steering - 2 nd Repair Attempt - customer 19 states vehicle wanders all over the road 20 while driving. Didn't verify concern, no 21 test drive w/ customer. Ran oasis, said to 22 check for steering damage that truck has. 23 Made sure tire pressures correct, all were 24 low per low door jam. Interior - 2 nd Repair Attempt - customer states R/H lower seat bolt cover keeps coming loose. R/H front door is hard to close compared to the other doors. Adjusted door until proper fit. 25 Regular Service - customer requests 26 7.5k service. 27 Engine - Customer states truck is only 28 getting 14 mpg and should be getting more. Test vehicle for poor fuel economy, tested EEC system found no faults. Ran oasis found no asm's or tsb's. Mods at intake and exhaust will have affect on fuel economy.	12/03/0107	3,542	1+	Hilltop Ford FOCS108290

1	<p>Steering - 3rd Repair Attempt - customer states steering wheel is off center, please check and advise. Lowered caster on driver side so now its even, reset toe with win toe set. Ran oasis, no problems verified. Called hot line, no updates. Verified concern, set up alignment caster lead was incorrect. Installed canber caster sleeves to correct alignment. Caster lead not correct reset toe to 0.03</p> <p>Engine - 2nd Repair Attempt - customer states check engine light is on, eec test received code, performed TSB.</p> <p>Interior - 3rd Repair Attempt - customer states R/H lower seat bolt cover keeps coming loose. Verified and did replacement install.</p>	02/15/08	6,847	12+	Hilltop Ford FOCS111435			
2		10	<p>Steering - 4th Repair Attempt - back to dealer for same exact concern as stated on 2/15/08. No new RO written up.</p> <p>Engine - 3rd Repair Attempt - back to dealer for same exact concern as stated on 2/15/08; poor fuel economy; lacks power and acceleration; No new RO written up.</p>	2/19/08	n/a	1+	Hilltop Ford (no new RO given)	
3		11		15	<p>Steering - 5th Repair Attempt - back to dealer for same exact concern as stated on 2/15/08.</p> <p>Engine - 4th Repair Attempt - back to dealer for same exact concern as stated on 2/15/08; poor fuel economy; lacks power and acceleration; No new RO written up.</p>	2/26/08	n/a	1+
4		12	16	17		18		
5		13	14	15	16			
6		17	18	19	20			
7		21	22	23	24			
8		25	26	27	28			

11. There have been at least 4 repair attempts to the engine yet it continues to suffer from the following: lacks power; lacks acceleration; very poor fuel economy; and the Check Engine Light comes on all the time.

12. There have been at least 5 repair attempts to the steering yet it continues to suffer from the following: too much play in steering; wanders all over the road; and very hard to steer when hits bumps or holes in road.

13. There have been at least 3 repair attempts to the seat and support hardware for the same.

14. The Steering problems have been so bad Plaintiff is afraid to drive it and has

1 parked the truck since March 2008. One time when towing his boat (a 20 foot bass boat; boat
2 and trailer weigh at most 4500 pounds total) he hit a pothole in the road and the steering wheel
3 shook violently and the truck shot into oncoming traffic. It was impossible to steer. The incident
4 was extremely frightening!

5 15. When Plaintiff bought the truck it got very good gas mileage. Now it gets
6 between only 12 and 14 Miles Per Gallon (MPG). The loss of fuel economy came as a direct
7 result of an engine re-flash.

8 16. Plaintiff has gone so far as to contact Ford directly to ask for help. Unfortunately,
9 all Ford has done is give Plaintiff the run-around and has failed to offer any real assistance.

10 17. On February 18, 2008 Plaintiff emailed Ford a letter containing all the required
11 vehicle information and told Ford of the problems suffered by the truck.

12 18. Shortly later on February 18, 2008, Ford responded by email with a boilerplate
13 response indicating it could not receive emails exceeding 1000 characters and asked him to re-
14 send his email.

15 19. On February 19, 2008, Plaintiff sent another detailed email to Ford outlining the
16 issues with the truck and again asked for help.

17 20. Later that day, February 19, 2008, Ford responded by email with a boilerplate
18 response saying thank you for contacting us and "We are unable to intervene directly in
19 workmanship issues." This response is unconscionable and unbelievable. Plaintiff bought a
20 \$42,000 truck that came with a warranty. Ford took his money and then failed to honor that
21 warranty.

22 21. Plaintiff emailed back explaining Ford's previous response was unacceptable and
23 asked to speak to a real person. Specifically, he asked for a name and phone number of someone
24 he could contact to discuss the problems.

25 22. On February 20, 2008, Ford provided yet another boilerplate email response and
26 failed to provide the name of any specific person to talk to.

27 23. Later that same day February 20, 2008, a Mr. Christopher Miller from Ford
28 emailed Plaintiff a short generic email and Plaintiff immediately provided yet another summary

1 of problems to him. Nothing ever became of it and nothing was resolved.

2 24. More recently, On July 16, 2008, Plaintiff (through counsel; all the following
3 contacts were made through counsel) provided written notification to Ford of the problems
4 suffered by the Vehicle by way of a seven page letter detailing every problem and repair attempt.
5 Within this letter Plaintiff requested a buyback and refund as well as attorney fees and costs and
6 restitution of all amounts paid toward the Vehicle. This letter was sent by certified return receipt
7 U.S. Mail and also by facsimile.

8 25. Ford responded on August 7, 2008, and within the same requested copies of the
9 Vehicle's registration, purchase contract, repair orders, and a signed authorization to release the
10 lender information.

11 26. That day, on August 7, 2008, Plaintiff faxed the requested information and
12 documents to Ford for its review.

13 27. The next day, August 8, 2008, Plaintiff faxed Ford an authorization to release
14 lienholder information.

15 28. As of today September 3, 2008, Ford has not responded, leaving Plaintiff no
16 reasonable alternative but to bring this legal action.

17 29. Plaintiff has gone above and beyond in making several attempts to get Ford to fix
18 his truck under warranty. He emailed several summaries to Ford and gave them at least 5 repair
19 attempts at the servicing dealers yet the problems still remain and Ford continues to choose not to
20 help. Now it's too late. Now Plaintiff reasonably wants out of the truck. Ford breached the
21 warranty agreement leaving him no choice.

22 30. Plaintiff bought the truck for its fuel economy, reliability, power, and resale. He
23 chose the Ford over the competition because it was advertised as being the most reliable and
24 having the most torque and horsepower with the largest rated tow capacity. He chose a diesel
25 because they are known to have better fuel economy and reliability. Unfortunately, it only
26 worked well for a short time after purchase. Now it is an unreliable truck which lacks both
27 power and fuel economy and breaks down often. All of this has left Plaintiff robbed of the "Ford
28 Truck" experience he paid for. He is now stuck with a truck he cannot rely on or consistently

1 use.

2 31. Instead of getting what he paid for Plaintiff is now stuck unable to use the truck as
3 much as he'd like because he reasonably fears it will suffer from the problems listed above and
4 even completely break down leaving him stranded. There can be no denying the problems with
5 the truck have substantially impaired its use, value, and safety.

6 32. The servicing dealers are Ford's agents in the capacity they perform warranty
7 repairs on behalf of and for Ford. It is clear that Ford is unable to fix or repair the truck to
8 conform it to the warranty.

9 33. So far the repair attempts have been unsuccessful and have focused on the
10 symptoms and not the problems.

11 34. The problems suffered by the truck are defects in a top of the line vehicle in its
12 class. Plaintiff could have purchased any number of high end pickup trucks in this premium
13 diesel class including a comparably equipped Chevrolet Silverado or GMC Sierra with a
14 Duramax diesel or the Dodge Ram with the Cummins turbo diesel, none of which have engine or
15 steering problems in numbers anywhere near what this Vehicle has suffered.

16 35. Simply, Plaintiff is paying top dollar and is reasonably entitled to expect a reliable
17 and strong diesel truck capable of providing reliable and safe transportation and also consistently
18 towing his trailer. Clearly, the problems suffered are defects and not acceptable in this Vehicle's
19 class.

20 36. There can be no doubt Ford knows of the problems with its 6.0 liter turbo diesels
21 as evidenced by the fact that on January 11, 2007, at 2:19 p.m. it filed suit against its own engine
22 supplier Navistar International (Case No. 2007-080067-CK; State of Michigan, In the Circuit
23 Court for the County of Oakland) over the estimated \$1 Billion in warranty claim losses the 6.0
24 liter diesel engines have cost it.

25 37. The continued problems listed in Paragraph No. 10, above, are unacceptable and
26 because of the same this Vehicle would not pass without objection in the trade or in its class.

27 38. The problems and Ford's lack of effort more thoroughly explained above in
28 Paragraph No's 10-32 have substantially impaired the use, value, and safety of the Vehicle and

1 have caused Plaintiff to suffer a shaken faith in it and in Ford's willingness and ability to service
2 it under warranty.

3
4 **FIRST CAUSE OF ACTION**
Breach of Express Warranty - Song-Beverly Consumer Warranty Act
Against Ford

5 39. Plaintiff incorporates all preceding paragraphs herein.

6 40. In connection with the sale of the Vehicle Ford provided a 3 year/36,000 mile
7 bumper to bumper, 5 year/60,000 drivetrain, and 5 year/100,000 mile diesel engine warranty by
8 the terms of which Ford undertook to preserve and maintain the utility and performance of the
9 Vehicle and to provide compensation to the original and any subsequent private party purchaser
10 of Vehicle if there is a failure of utility or performance within said warranty period.

11 41. The warranty is an express warranty and a written warranty within the meaning
12 defined, respectively, in Civil Code §1791.2 and 15 U.S.C. § 2301(6).

13 42. The above-described defects, malfunctions, and nonconformities, more fully
14 explained above in Paragraph No's 10-32, substantially impair the use, value, and safety of the
15 Vehicle.

16 43. Since the Vehicle went in for repair attempts to each the Engine, Steering, and a
17 Seat two or more times within the first 18 months/18,000 miles following purchase, and since
18 each problem is a nonconformity resulting in a condition that is likely to cause death or serious
19 bodily injury, under Civil Code § 1793.22(b)(1), Plaintiff is entitled to and hereby does assert the
20 presumption that Ford has been given a reasonable number of repair attempts and/or days
21 (applicable to each of these issues) to conform the Vehicle to the warranty.

22 44. Since the Vehicle went in for repair attempts to each the Engine and Steering four
23 or more times within the first 18 months/18,000 miles following purchase, under Civil Code §
24 1793.22(b)(2), Plaintiff is entitled to and hereby does assert the presumption that Ford has been
25 given a reasonable number of repair attempts and/or days (applicable to each of these issues) to
26 conform the Vehicle to the warranty.

27 45. Under Civil Code § 1793.2(d)(2), Ford must reimburse the Vehicle's price to
28

1 Plaintiff or replace Vehicle with a like vehicle. Plaintiff hereby again revokes his acceptance of
2 the Vehicle, rescinds the contract, and demands to be given a complete refund as explained
3 above.

4 46. Ford violated Civil Code § 1793.2, subdivision (d)(2) when it breached the
5 express warranty provided by refusing within a reasonable number of attempts to service or
6 repair the Vehicle so as to conform it to the express warranty and again violated this same
7 subsection when it subsequently failed to offer Plaintiff a repurchase of Vehicle including
8 restitution of all money paid out toward the Vehicle, and interest on the same.

9 47. Ford violated Civil Code §§ 1793.3 and 1793.4 by failing to commence service
10 and repair within reasonable time, and failing to tender conforming goods within 30 days.

11 48. Under Civil Code: §§ 3287 and/or 3289(a) Plaintiff is entitled to interest at the
12 contracted for rate on all money paid toward Vehicle from the date of contract and hereby asserts
13 his claim for the same.

14 49. Plaintiff notified Ford of the problems suffered by the Vehicle and Ford willfully
15 refused to service Vehicle and/or remedy the aforementioned problems, as more fully explained
16 above at Paragraph No's 10-32, within a reasonable number of repair attempts and/or within a
17 reasonable amount of time under warranty. The failure of Ford to comply with the express
18 warranty provided was willful in that Ford had actual knowledge of the nonconformities prior to
19 and/or subsequent to Plaintiff's purchase of Vehicle. Ford knew of its legal duties under the
20 warranty. Subsequent to purchase of the Vehicle, Ford refused to make necessary repairs under
21 the warranty. Ford has since failed to offer Plaintiff a complete replacement or refund. For the
22 aforementioned and following reasons, under Civil Code § 1794(c), and/or under Civil Code §
23 1794(e)(1) [citing Civil Code § 1793.2(d)(2)] Plaintiff is entitled to a civil penalty of up to 2
24 times the amount of his damages in addition to such actual damages.

25 50. Under Civil Code §§ 1794(a), Plaintiff is entitled to restitution of all consideration
26 given and hereby elects the same.

27 51. As a proximate result of said breaches of express warranty, and of said rescission,
28 Plaintiff has sustained, and continues to sustain incidental and consequential damages, both

1 economic and noneconomic, in the amount of approximately \$65,000.00 plus civil penalties and
2 interest, according to proof.

3 52. Under Civil Code §1794(d), Plaintiff is entitled to attorney fees and expenses
4 reasonably incurred in connection with this action.

5 **SECOND CAUSE OF ACTION**
6 **Breach of Implied Warranty - Song-Beverly Consumer Warranty Act**
7 **Against Ford**

8 53. Plaintiff incorporates all preceding paragraphs herein.

9 54. Ford breached the implied warranties of merchantability and fitness as stated in
10 Civil Code §§ 1791.1; 1792; and 1792.1 in that the defects and nonconformities more fully
11 explained above in Paragraph No's 10-32 make the Vehicle not merchantable, unfit for its
12 ordinary and/or specific purposes, and it would not pass without objection in the trade.

13 55. Because of the breaches of implied warranties, Plaintiff again revokes acceptance
14 of the Vehicle and rescinds the contract. Under Civil Code §§ 1794(a) Plaintiff is entitled to
15 restitution of all consideration given.

16 56. Under Civil Code §§ 3287 and/or 3289(a) Plaintiff is entitled to interest on all
17 money paid toward Vehicle at the contracted for rate from the date of contract and hereby again
18 asserts his claim for the same.

19 57. For the reasons stated above in Paragraph No's 10-32, under Civil Code § 1794(c)
20 and/or § 1794(e)(1), Plaintiff is entitled to a civil penalty of up to 2 times the amount of his
21 damages in addition to the actual damages suffered.

22 58. The failure of Ford to comply with the implied warranties provided was willful in
23 that it had actual and/or reasonable knowledge of the nonconformities prior to Dealer selling the
24 Vehicle to Plaintiff, knew of its legal duties under the applicable implied warranty, and
25 subsequently refused to make necessary repairs, replacement, or refund. Therefore, under Civil
26 Code § 1794(c) and/or § 1794(e)(1), Plaintiff is entitled to a civil penalty of up to two times the
27 amount of his actual damages in addition to the actual damages suffered.

28 59. As a proximate result of said breaches of implied warranties, and of said
rescission, Plaintiff has sustained, and continues to sustain, incidental and consequential

1 damages, both economic and noneconomic in the amount of approximately \$65,000.00 plus civil
2 penalties and interest, according to proof.

3 60. Under Civil Code § 1794(d), Plaintiff is entitled to attorney fees and expenses
4 reasonably incurred in connection with this action.

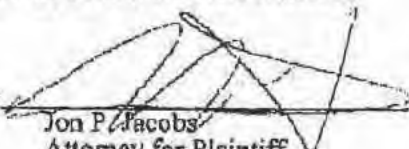
5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for judgment as follows:

- 7 (1) A declaration that the purchase contract is rescinded;
- 8 (2) A declaration that Ford has been given a reasonable number of repair attempts
9 and/or days to conform the Vehicle to the warranty.
- 10 (3) Restitution of all consideration given by Plaintiff and/or paid out toward the
11 Vehicle;
- 12 (4) Penalties on each violation of the Song-Beverly Act in the amount of two times
13 actual damages;
- 14 (5) Actual damages of at least \$65,000.00, according to proof;
- 15 (6) Reasonable attorney fees according to proof;
- 16 (7) Costs and expenses reasonably incurred in connection with this action; and
- 17 (8) Such other relief as the court deems proper.

18 Dated: September 3, 2008

LAW OFFICES OF JON JACOBS

19
20 By: 
21 Jon P. Jacobs
22 Attorney for Plaintiff
23 ALFRED J. HUNT
24
25
26
27
28



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

July 16, 2008

**Via Certified U.S. Mail
Return Receipt Requested**

RECEIVED

Ford Motor Company
16800 Executive Plaza Drive
Dearborn, MI 48126

2008 JUL 16 PM 2:02
JON JACOBS

Re: Consumer: [REDACTED]
Contract date: May 17, 2007
Subject Vehicle: 2007 Ford F-250
VIN: 1FTSW20P27E [REDACTED]

Please take notice of the following:

This letter serves as notice, on behalf of the above noted consumer, of the misrepresentations, and deceptive acts and practices concerning the sale and subsequent warranty and repair service of the subject vehicle and also serves as a written notice and request for a buyback.

Summary of Relevant Facts

On May 17, 2007, [REDACTED] ("Consumer" or [REDACTED]) purchased a new 2007 Ford F-250, VIN: 1FTSW20P27E [REDACTED] ("Vehicle" or "truck") for \$42,197.64 plus taxes and fees from Future Ford of Sacramento ("Dealer") in Sacramento, California. The Vehicle was sold with a Ford 3 year/36,000 mile bumper to bumper, 5 year/60,000 drivetrain, and 5 year/100,000 mile diesel engine warranty.

From the time of purchase until the current the truck has suffered ongoing problems, including but not limited to:

Problems	Date	Odo	Days	RO#
Steering - vehicle does not operate properly, performed alignment and adjusted front toe. Test drove and the concern was corrected at this time. Interior - CVR R/Seat support, loose part. Replaced the passenger seat mounting bolt, concern corrected at this time.	06/18/07	2,146	1+	Future Ford Roseville Warranty Claim [REDACTED]

<p>Steering - 2nd Repair Attempt - customer states vehicle wanders all over the road while driving. Didn't verify concern, no test drive w/ customer. Ran oasis, said to check for steering damage that truck has. Made sure tire pressures correct, all were low per low door jam.</p> <p>Interior - 2nd Repair Attempt - customer states R/H lower seat bolt cover keeps coming loose. R/H front door is hard to close compared to the other doors. Adjusted door until proper fit.</p> <p>Regular Service - customer requests 7.5k service.</p> <p>Engine - Customer states truck is only getting 14 mpg and should be getting more. Test vehicle for poor fuel economy, tested EEC system found no faults. Ran oasis found no ssm's or tsb's. Mods at intake and exhaust will have affect on fuel economy.</p>	12/03/0107	5,542	1+	Hilltop Ford FOCS108290
<p>Steering - 3rd Repair Attempt - customer states steering wheel is off center, please check and advise. Lowered caster on driver side so now its even, reset toe with win toe set. Ran oasis, no problems verified. Called hot line, no updates. Verified concern, set up alignment caster lead was incorrect. Installed camber caster sleeves to correct alignment. Caster lead not correct reset toe to 0.03</p> <p>Engine - 2nd Repair Attempt - customer states check engine light is on, eec test received code, performed TSB.</p> <p>Interior - 3rd Repair Attempt - customer states R/H lower seat bolt cover keeps coming loose. Verified and did replacement install.</p>	02/15/08	6,847	12+	Hilltop Ford FOCS111435
<p>Steering - 4th Repair Attempt - back to dealer for same exact concern as stated on 2/15/08. No new RO written up.</p> <p>Engine - 3rd Repair Attempt - back to dealer for same exact concern as stated on 2/15/08; poor fuel economy; lacks power and acceleration; No new RO written up.</p>	2/19/08	n/a	1+	Hilltop Ford (no new RO given)

<p>Steering - 5th Repair Attempt - back to dealer for same exact concern as stated on 2/15/08.</p> <p>Engine - 4th Repair Attempt - back to dealer for same exact concern as stated on 2/15/08; poor fuel economy; lacks power and acceleration; No new RO written up.</p>	2/26/08	n/a	1+	Hilltop Ford (no new RO given)
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There have been at least **4 repair attempts to the engine yet it continues to suffer from the following: lacks power; lacks acceleration; very poor fuel economy; and the Check Engine Light comes on all the time.**

There have been at least **5 repair attempts to the steering yet it continues to suffer from the following: too much play in steering; wanders all over the road; and very hard to steer when hit bumps or holes in road.**

There have been at least **3 repair attempts to the seat and support hardware for the same.**

The Steering problems have been so bad [REDACTED] is afraid to drive it and has parked the truck since March 2008. One time when towing his boat (a 20 foot bass boat; boat and trailer weigh at most 4500 pounds total) he hit a pothole in the road and the steering wheel shook violently and the truck shot into oncoming traffic. It was impossible to steer. The incident was extremely frightening!

When [REDACTED] bought the truck it got very good gas mileage. Now it gets between only 12 and 14 Miles Per Gallon (MPG). The loss of fuel economy came as a direct result of an engine re-flash.

[REDACTED] has gone so far as to contact Ford directly to ask for help. Unfortunately, all Ford has done is give [REDACTED] the run-around and has failed to offer any real assistance.

On February 18, 2008 [REDACTED] emailed Ford a letter containing all the required vehicle information and told Ford of the problems suffered by the truck.

Shortly later on February 18, 2008, Ford responded by email with a boilerplate response indicating it could not receive emails exceeding 1000 characters and asked him to re-send his email.

Later that day, February 18, 2008, [REDACTED] responded by email asking Ford what it wanted and whether it could assist him.

That same day, February 18, 2008, Ford again responded saying it could not receive his email since it was over 1000 characters and again asked him to send another email.

On February 19, 2008, [REDACTED] sent another detailed email to Ford outlining the issues with the truck and again asked for help.

Later that day, February 19, 2008, Ford responded by email with a boilerplate response