

PE13-014

FORD

7/10/2013

Appendix E

Peer - Lawsuits and Claim

saying thank you for contacting us and "We are unable to intervene directly in workmanship issues." This response is unconscionable and unbelievable. [REDACTED] bought a \$42,000 truck that came with a warranty. Ford took his money and then failed to honor that warranty.

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

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

Later that same day February 20, 2008, a Mr. Christopher Miller from Ford emailed [REDACTED] a short generic email and [REDACTED] immediately provided yet another summary of problems to him. Nothing ever became of it and nothing was resolved.

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

[REDACTED] bought the truck for its fuel economy, reliability, power, and resale. He chose the Ford over the competition because it was advertised as being the most reliable and having the most torque and horsepower with the largest rated tow capacity. He chose a diesel because they are known to have better fuel economy and reliability. Unfortunately, it only worked well for a short time after purchase. Now it is an unreliable truck which lacks both power and fuel economy and suffers serious steering problems that are so bad he is afraid to drive it. All of this has left [REDACTED] robbed of the "Ford Truck" experience he paid for. He is now stuck with a truck he cannot rely on or consistently use.

There can be no denying the problems with the truck have substantially impaired its use, value, and safety.

The servicing dealers are Ford's agents in the capacity each performs warranty repairs on behalf of and for Ford. It is clear that Ford is unable to fix or repair the truck to conform it to the warranty. So far the repair attempts have been unsuccessful and have focused on the symptoms and not the problems.

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

Simply, Consumer is paying top dollar and is reasonably entitled to expect great service and a reliable and strong diesel truck capable of acting as safe and reliable transportation. Clearly, the problems suffered are defects and not acceptable in this Vehicle's class.

There can be no doubt Ford knows of the problems with its 6.0 liter turbo diesels as evidenced by the fact that on January 11, 2007, at 2:19 p.m. it filed suit against its own engine supplier Navistar International (Case No. 2007-080067-CK; State of Michigan, In the Circuit



Court for the County of Oakland) over the estimated \$1 Billion in warranty claim losses the 6.0 liter diesel engines have cost it. Please be informed that everything Ford admits into evidence in its suit against International will be used against it in this case if suit has to be filed.

California's lemon law makes clear this Vehicle is 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 the first 18 months and 18,000 miles Consumer has owned the Vehicle Ford has been given **at least 5 repair attempts for the steering, 4 for the engine, and 3 for the seat.** Clearly, these problems present serious safety concerns causing this truck to be presumed to be a lemon.

Under more than one theory the Vehicle is clearly a "lemon." California Civil Code § 1793.4 makes clear Ford'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. . . .**

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 Consumer 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 carry 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)

Under Civil Code § 1793.2(d)(2), Ford must buy back the Vehicle and offer Consumer a refund or replacement. Consumer hereby revokes acceptance of the Vehicle, and rescinds the contract, and demands to be given a refund along with restitution of all money paid toward the Vehicle, repairs, rental, towing, and upgrades. Under Civil Code § 1794(a) Consumer is entitled to restitution of all consideration given.

Ford's willful refusal to conform the Vehicle to the warranty subjects it to civil penalties.

Ford has had numerous opportunities to conform the Vehicle to the new motor vehicle warranty accompanying its purchase. For good reason Consumer has a shaken faith in Vehicle and in Ford's ability and willingness to repair it under warranty.

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 Consumer Warranty Act** (California Civil Code §§ 1791 *et. Seq.*), the following violations have occurred:

- (1) Failure to fully and clearly disclose warranty terms and conditions at or before the



time of purchase;

- (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.

Ford committed **Fraud** by knowingly allowing the truck to be sold to Consumer with the engine and steering problems mentioned above, without disclosing the same, and again each time it failed to repair the same yet told Consumer it was repaired.

Ford also committed **False Advertising and Fraud** when the Vehicle failed to live up to being "Ford Tough", or that "Quality is Job 1..." and is clearly unable to perform as advertised and specified in the manual, brochure, at the selling and servicing dealers, and on television.

#### Settlement Demand

On behalf of Consumer, I demand that you rectify the above-described problems with the Vehicle by buying it back and giving him a complete refund including restitution of the full amount of his 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 pay reasonable attorneys fees of \$3500.00 (includes estimated "wrap up" fees).

An itemized demand will be provided upon request.

You are directed to have no contact with [REDACTED]. All communications concerning this matter must be directed to the undersigned.

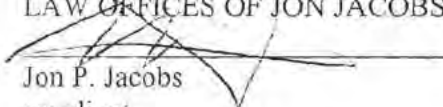
Please consider this demand open until 15 days after your receipt of this notice. Unfortunately, if Ford has not by then agreed to settle this matter as stated above I will have no alternative but to file suit.

You should be aware that, if legal action proves necessary, the attorney fees incurred by my client, for which you will be legally liable, may increase dramatically. In particular, under more than one of the various causes of action we intend to pursue, if Consumer wins any amount of damages in any court proceeding, he may be deemed "prevailing party" and entitled to all of his damages, interest on the same, and all of his attorney fees and costs.

After having been placed on notice of this claim, we will consider a willful failure to provide rectification as constituting malice for which we may seek punitive damages.

Sincerely,

LAW OFFICES OF JON JACOBS

  
Jon P. Jacobs  
cc: client

**Report# :** 8BZBB019 NHL **Received:** 02/26/2008  
**CCRG/EPRC:** **Reviewed Status:** **Date:**  
**Vehicle:** 2007,F250 4X2,CRW CAB,PICKUP ,1FTSW20P27E [REDACTED] **Build Date:** 09/11/2006  
**Odometer :** 6,847 M **Engine:** 6.0L DI **Calibration:** 6F710H0A  
**Transmission:** 5R110W DSL **Axle:** **A/C:** YES  
**Dealer:** USA 00669 Michael Stead's Hilltop Ford **Phone#:** (510) 222-4444  
**City:** Richmond **State:** California **Country :** USA  
**Originator:** KEITH TAYLOR  
**Symptom:** 3 03 3 53 CHASS.,STRG/HANDLING ,VIB./SHIMMY,OVER BUMPS  
**Status:**  
**VFG:** V89 RIDE & HANDLING  
**Additional Symptom:** ALLEGED STEERING SHIMMY  
**Fix:** **Causal Component :**  
**Condition Code:**

**Hotliner:** JNIKUTTA **Phone:** 000 000-0000 **Regn Cd:** W2 San Francisco  
**Engineering:** **Phone:** **TAR:**  
**Dir Contact:** KEITH TAYLOR **Phone:** 000 000-0000 **Title Cde:** T

**KOEO:**  
**KOEC:**  
**KOER:**

**REPAIR** 02/26/2008 06:37PM JONATHAN NIKUTTA MSS - FCSD - TECH SVC HOTLINE  
 WEB FORM DATA: DESCRIPTION OF VEHICLE CONCERN: CUSTOMER COMPLAINS TRUCK WANDERS LEFT OR RIGHT RESET ALIGNMENT INSTALLED CAMS CAMBER CASTER IN CORRECT RANGE DIAGNOSTICS ALREADY COMPLETED: ALIGNMENT CAMS PARTS REPLACED: INSTALLED CAMBER CASTER SLEEVES TECHNICIAN QUESTION: IS THIS NORMAL FORM QUESTION: WERE YOU ABLE TO VERIFY THE CONCERN? ANSWER: NO FORM QUESTION: IS THERE AN APPROPRIATE PINPOINT TEST IN THE WSM FOR THIS CONCERN? ANSWER: FORM QUESTION: WAS THE PINPOINT TEST FOLLOWED? ANSWER: CALL DATA: TECHNICIAN SEEKING FURTHER RECOMMENDATIONS.

**RECOMM 02/26/2008 06:37PM JONATHAN NIKUTTA MSS - FCSD - TECH SVC HOTLINE**  
 REFER TO TSB 07-10-10. REDUCE CASTER .5 TO .75 DEGREES FROM THE ALIGNMENT SPECIFICATION.



**Requester:** BBENNIN1

Report Summary

**Server:** ECCWS413

**Ford Proprietary, Private**

18-Jul-2008

**Retention:** None

Server Name : AWS New Prod AWSPPRDDG Claims loaded through 17-JUL-2008 Server Name : AWSPPRDDG

**ANALYTICAL WARRANTY SYSTEM**

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**Standard Claims List For Model Year 2007**

Note: All Costs are in US Dollars

VIN	VEH LINE	MKT DERIV	BODY CAB	VER SERIES	DRIVE TYPE	PLT CD	TRS CD	ENG CD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	CPSC_6	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD	DIST (Miles)	
IFTSW20P27E	██████	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-SEP-2006	15-MAY-2007	172205	USA	2	5G02	0401XX *	3B440 *		S13	S10	V89	C50	42	2146	
<b>AWS Claim Key:</b>		701629	<b>Trx Code:</b> 2		<b>Labor Hrs:</b> 6		<b>Labor Cost:</b> 62.59		<b>Material Cost:</b> 0		<b>Total Cost:</b> 62.59														
<b>Dlr Cd-Sub Cd:</b>		06261-*	<b>Name:</b> FUTURE FORD			<b>Ph:</b> **		<b>St:</b> CA		<b>Ctry Cd:</b> USA		<b>Reg Cd:</b> NA		<b>Repr Date:</b> 18-JUN-2007		<b>Doc #:</b> 069030C									
<b>Cust Comments:</b>		CHECK ALIGNMENT CUST SAYS IT PULLS TO THE RIGHT GOING 65MPH ON FREEWAY																							
<b>Tech Comments:</b>		PERFORMED ALIGNMENT AND ADJUSTED FRONT TOE. TEST DROVER CONCERN CORRECTED AT THIS TIME																							
IFTSW20P27E	██████	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-SEP-2006	15-MAY-2007	172205	USA	2	6E07	011001	5C3Z	7863388	CA	S08	S08	V03	S03	33	2146
<b>AWS Claim Key:</b>		701630	<b>Trx Code:</b> 2		<b>Labor Hrs:</b> 2		<b>Labor Cost:</b> 20.86		<b>Material Cost:</b> 4.49		<b>Total Cost:</b> 25.35														
<b>Dlr Cd-Sub Cd:</b>		06261-*	<b>Name:</b> FUTURE FORD			<b>Ph:</b> **		<b>St:</b> CA		<b>Ctry Cd:</b> USA		<b>Reg Cd:</b> NA		<b>Repr Date:</b> 18-JUN-2007		<b>Doc #:</b> 069030D									
<b>Cust Comments:</b>		CHECK BRACKET UNDERNEATH PASS SEAT CUST STATES ITS BROKEN																							
<b>Tech Comments:</b>		REPLACED THE PASSENGER SEAT MOUNTING BOLT CONCERN CORRECTED AT THIS TIME																							
IFTSW20P27E	██████	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-SEP-2006	15-MAY-2007	172205	USA	7	6P06	010301 *	5420124 *		S01	S01	V31	B15	42	5542	
<b>AWS Claim Key:</b>		1503714	<b>Trx Code:</b> 2		<b>Labor Hrs:</b> 6		<b>Labor Cost:</b> 69.51		<b>Material Cost:</b> 0		<b>Total Cost:</b> 69.51														
<b>Dlr Cd-Sub Cd:</b>		00669-*	<b>Name:</b> MICHAEL STEAD'S HILLTOP FORD			<b>Ph:</b> 510-2224444		<b>St:</b> CA		<b>Ctry Cd:</b> USA		<b>Reg Cd:</b> NA		<b>Repr Date:</b> 03-DEC-2007		<b>Doc #:</b> 10829002									
<b>Cust Comments:</b>		CUSTOMER STATES R H FRONT DOOR IS HARD TO CLOSE COMPARED TO THE OTHER DOORS																							
<b>Tech Comments:</b>		ADJUSTED DOOR UNTIL PROPER FIT WAS ACHIEVED																							
IFTSW20P27E	██████	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-SEP-2006	15-MAY-2007	172205	USA	7	6Y05	000001 *	MAINT *		SXX	SXX	V00	A96	82	5542	

PE13-014 000499LCPV



<b>AWS Claim Key:</b>	1503713	<b>Trx Code:</b>	09688	<b>Labor Hrs:</b>	1.5	<b>Labor Cost:</b>	104.26	<b>Material Cost:</b>	66.96	<b>Total Cost:</b>	177.08																													
<b>Dir Cd-Sub Cd:</b>	00669-*	<b>Name:</b>	MICHAEL STEAD'S HILLTOP FORD	<b>Ph:</b>	510-2224444	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	03-DEC-2007	<b>Doc #:</b>	10829005																									
<b>Cust Comments:</b>	CUSTOMER REQUESTS TO PERFORM THE FIRST 7.5K MILE SERVICE AS PER FORDS 7.5K QCM CONTRACT.																																							
<b>Tech Comments:</b>	1 CHANGE OIL TOP OFF FLUIDS ROTATE TIRES PSI 60 FRONT 70 REARS BRAKES AT 11MM FRONT AND REAR 15 QTS 15 40																																							
<table border="0" style="width:100%"> <tr> <td>1FTSW20P27E</td> <td>██████</td> <td>T/F7</td> <td>F</td> <td>T/BC</td> <td>T/BD</td> <td>T/B</td> <td>A1</td> <td>T/BE</td> <td>T/YB</td> <td>11-SEP-2006</td> <td>15-MAY-2007</td> <td>172205</td> <td>USA</td> <td>10</td> <td>6E07 011001</td> <td>5C3Z</td> <td>7863388</td> <td>CA</td> <td>S08</td> <td>S08</td> <td>V74</td> <td>T53</td> <td>33</td> <td>6847</td> </tr> </table>																1FTSW20P27E	██████	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-SEP-2006	15-MAY-2007	172205	USA	10	6E07 011001	5C3Z	7863388	CA	S08	S08	V74	T53	33	6847
1FTSW20P27E	██████	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-SEP-2006	15-MAY-2007	172205	USA	10	6E07 011001	5C3Z	7863388	CA	S08	S08	V74	T53	33	6847																
<b>AWS Claim Key:</b>	1989930	<b>Trx Code:</b>	2	<b>Labor Hrs:</b>	2	<b>Labor Cost:</b>	23.17	<b>Material Cost:</b>	27.35	<b>Total Cost:</b>	50.52																													
<b>Dir Cd-Sub Cd:</b>	00669-*	<b>Name:</b>	MICHAEL STEAD'S HILLTOP FORD	<b>Ph:</b>	510-2224444	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	15-FEB-2008	<b>Doc #:</b>	11143501																									
<b>Cust Comments:</b>	CUSTOMER STATES R H LOWER SEAT BOLT COVER KEEPS COMING LOOSE INSTALL SOP 108290 12 03 07 5545																																							
<b>Tech Comments:</b>	VERIFEID LOWER SEAT BOLT COVER IS LOOSE REC REPLACEMENT INSTALL SOP PARTS																																							
<table border="0" style="width:100%"> <tr> <td>1FTSW20P27E</td> <td>██████</td> <td>T/F7</td> <td>F</td> <td>T/BC</td> <td>T/BD</td> <td>T/B</td> <td>A1</td> <td>T/BE</td> <td>T/YB</td> <td>11-SEP-2006</td> <td>15-MAY-2007</td> <td>172205</td> <td>USA</td> <td>10</td> <td>5G02 040101</td> <td>5C3Z</td> <td>3B440</td> <td>F</td> <td>S13</td> <td>S10</td> <td>V89</td> <td>H24</td> <td>42</td> <td>6847</td> </tr> </table>																1FTSW20P27E	██████	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-SEP-2006	15-MAY-2007	172205	USA	10	5G02 040101	5C3Z	3B440	F	S13	S10	V89	H24	42	6847
1FTSW20P27E	██████	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-SEP-2006	15-MAY-2007	172205	USA	10	5G02 040101	5C3Z	3B440	F	S13	S10	V89	H24	42	6847																
<b>AWS Claim Key:</b>	1989928	<b>Trx Code:</b>	2	<b>Labor Hrs:</b>	2.1	<b>Labor Cost:</b>	243.29	<b>Material Cost:</b>	21.48	<b>Total Cost:</b>	264.77																													
<b>Dir Cd-Sub Cd:</b>	00669-*	<b>Name:</b>	MICHAEL STEAD'S HILLTOP FORD	<b>Ph:</b>	510-2224444	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	15-FEB-2008	<b>Doc #:</b>	11143502																									
<b>Cust Comments:</b>	CUSTOMER STATES STEERING WHEEL IS OFF CENTER PLEASE CHECK AND ADVISE																																							
<b>Tech Comments:</b>	LOWERED CASTER ON DRIVER SIDE SO NOW ITS EVEN RESET TOE WITH WIN TOE SET AT 0.06 0.06 RAN OASIS NO PROBLEMS VERIFIED CALLED HOT LINE NO UPDATES VERIFIED CONCERN SET UP ALIGNMENT CASTER LEAD WAS IN CORRECT INSTALLED CAMBER CASTER SLEEVES TO CORRECT ALIGNMENT CASTER LEAD NOR CORRECT RESET TOE TO 0.03 0.03																																							
<table border="0" style="width:100%"> <tr> <td>1FTSW20P27E</td> <td>██████</td> <td>T/F7</td> <td>F</td> <td>T/BC</td> <td>T/BD</td> <td>T/B</td> <td>A1</td> <td>T/BE</td> <td>T/YB</td> <td>11-SEP-2006</td> <td>15-MAY-2007</td> <td>172205</td> <td>USA</td> <td>10</td> <td>1H03 030008</td> <td>5C3Z</td> <td>9F452</td> <td>AA</td> <td>S11</td> <td>S11</td> <td>V29</td> <td>E29</td> <td>42</td> <td>6847</td> </tr> </table>																1FTSW20P27E	██████	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-SEP-2006	15-MAY-2007	172205	USA	10	1H03 030008	5C3Z	9F452	AA	S11	S11	V29	E29	42	6847
1FTSW20P27E	██████	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-SEP-2006	15-MAY-2007	172205	USA	10	1H03 030008	5C3Z	9F452	AA	S11	S11	V29	E29	42	6847																
<b>AWS Claim Key:</b>	1989929	<b>Trx Code:</b>	S07	<b>Labor Hrs:</b>	1.2	<b>Labor Cost:</b>	139.02	<b>Material Cost:</b>	192.86	<b>Total Cost:</b>	331.88																													
<b>Dir Cd-Sub Cd:</b>	00669-*	<b>Name:</b>	MICHAEL STEAD'S HILLTOP FORD	<b>Ph:</b>	510-2224444	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	15-FEB-2008	<b>Doc #:</b>	11143503																									
<b>Cust Comments:</b>	CUSTOMER STATES CHECK ENGINE LIGHT ON																																							
<b>Tech Comments:</b>	9F452 55 EEC TEST RECEIVED CODE P0401 PERFORMED TSB 072109A 1 2 MIL ON, KOEO P1000, KOEC P0401, KOER P1000																																							

Any comments?

PE13-014 0005001CPV

All Action Details for Issue

Print

VIN: 1FTSW20P27E [REDACTED] Year: 2007 Model: F-SERIES SUPER DUTY Case: 1501113347  
 Name: [REDACTED] Owner Status: Original WSD: 2007-05-15  
 Symptom Desc: INDICATOR CHECK ENGINE Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND  
 Dealer: 00669 MICHAEL STEAD'S HILLTOP FORD Origin Desc: OGC - CLAIMS - FD  
 Odometer: 6849 MI Comm Type: INBOUND FAX-OTHER  
 Analyst Name: PICKET SYLVIA Analyst: SPICKET5  
 Action Date: 07/17/2008 Action Time: 10.04.53.022 Action Data: Yes

Comments \*\*\*\*\*CONSUMER CLAIM\*\*\*\*\*DATE RECEIVED: 7/18/08 ATTORNEY ALLEGES CLIENT CONCERN AENGINE LIGHT STAYS ON; TRANSMISSION PROBLEMS; STEERING PROBLEMS. ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	LAW OFFICES OF JON JACOBS
ATTORNEY NAME	JON JACOBS
ATTORNEY PHONE NUMBER	9166636400
ANALYST ID	BBENNIN1

Action: SEND ACKNOWLEDGEMENT LETTER TO ATTORNEY  
 Dealer: 00669 MICHAEL STEAD'S HILLTOP FORD Origin Desc: OGC - CLAIMS  
 Odometer: 6849 MI Comm Type: OUTBOUND FAX-OTHER  
 Analyst Name: BENNING,BRENDA Analyst: BBENNIN1  
 Action Date: 07/18/2008 Action Time: 08.58.16.763 Action Data: No

Comments ANALYST SENT ATTORNEY ACKNOWLEDGEMENT LETTER.

Action: MANAGEMENT APPROVAL OF OFFER  
 Dealer: 00669 MICHAEL STEAD'S HILLTOP FORD Origin Desc: OGC - CLAIMS  
 Odometer: 6849 MI Comm Type: OTHER  
 Analyst Name: BANCUIU (JBANCIU),JODY Analyst: JBANCIU  
 Action Date: 09/15/2008 Action Time: 11.05.23.928 Action Data: No

Comments MANAGEMENT APPROVAL OF CASH SETTLEMENT OFFER.

Action: OFFER - CASH SETTLEMENT  
 Dealer: 00669 MICHAEL STEAD'S HILLTOP FORD Origin Desc: OGC - CLAIMS  
 Odometer: 6849 MI Comm Type: OTHER  
 Analyst Name: CHABOT,ANDREW Analyst: ACHABOT  
 Action Date: 09/15/2008 Action Time: 14.47.40.093 Action Data: No

Comments ACK.

Action: CLOSING COMMENTS - CUSTOMER REJECTS OFFER  
 Dealer: 00669 MICHAEL STEAD'S HILLTOP FORD Origin Desc: OGC - CLAIMS  
 Odometer: 6849 MI Comm Type: OTHER  
 Analyst Name: CHABOT,ANDREW Analyst: ACHABOT



Action Date: 09/17/2008

Action Time: 15.02.50.506

Action Data: No

Comments CUSTOMER REJECTS OFFER.

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Server: AWS Prod  
 Claims loaded through: 24-SEP-2008

## STANDARD CLAIMS LIST

### AWS Online Report

Run Date: 25-SEP-2008

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	VPG	CCC	CD
1FTSW20P27E [REDACTED]	F7	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-09-06	15-05-07	172205	USA	2	5G02 *	3B440	*	S13	S10	V89	C50	42	
<b>AWS Claim Key:</b>	701629	<b>Doc #:</b>	069030C	<b>Trx Code:</b>	2	<b>Labor Hrs:</b>	6	<b>Labor Cost:</b>	62.59	<b>Material Cost:</b>	0	<b>Total Cost:</b>	62.59										
<b>Dir Cd-Sub Cd:</b>	06261-*	<b>Name:</b>	FUTURE FORD	<b>Ph:</b>	**.*	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	18-JUN-2007	<b>DIST(Mile):</b>	2146								
<b>Cust Comments:</b>	CHECK ALIGNMENT CUST SAYS IT PULLS TO THE RIGHT GOING 65MPH ON FREEWAY																						
<b>Tech Comments:</b>	PERFORMED ALIGNMENT AND ADJUSTED FRONT TOE TEST DROVER CONCERN CORRECTED AT THIS TIME																						
1FTSW20P27E [REDACTED]	F7	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-09-06	15-05-07	172205	USA	2	6E07	5C3Z	7863388	CA	S08	S08	V03	S03	33
<b>AWS Claim Key:</b>	701630	<b>Doc #:</b>	069030D	<b>Trx Code:</b>	2	<b>Labor Hrs:</b>	2	<b>Labor Cost:</b>	20.86	<b>Material Cost:</b>	4.49	<b>Total Cost:</b>	25.35										
<b>Dir Cd-Sub Cd:</b>	06261-*	<b>Name:</b>	FUTURE FORD	<b>Ph:</b>	**.*	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	18-JUN-2007	<b>DIST(Mile):</b>	2146								
<b>Cust Comments:</b>	CHECK BRACKET UNDERNEATH PASS SEAT CUST STATES ITS BROKEN																						
<b>Tech Comments:</b>	REPLACED THE PASSENGER SEAT MOUNTING BOLT CONCERN CORRECTED AT THIS TIME																						
1FTSW20P27E [REDACTED]	F7	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-09-06	15-05-07	172205	USA	7	6P06 *	5420124	*	S01	S01	V31	B15	42	
<b>AWS Claim Key:</b>	1503714	<b>Doc #:</b>	10829002	<b>Trx Code:</b>	2	<b>Labor Hrs:</b>	6	<b>Labor Cost:</b>	69.51	<b>Material Cost:</b>	0	<b>Total Cost:</b>	69.51										
<b>Dir Cd-Sub Cd:</b>	00669-*	<b>Name:</b>	MICHAEL STEAD'S HILLTOP FORD	<b>Ph:</b>	510-2224444	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	03-DEC-2007	<b>DIST(Mile):</b>	5542								
<b>Cust Comments:</b>	CUSTOMER STATES R H FRONT DOOR IS HARD TO CLOSE COMPARED TO THE OTHER DOORS.																						
<b>Tech Comments:</b>	ADJUSTED DOOR UNTIL PROPER FIT WAS ACHIEVED																						
1FTSW20P27E [REDACTED]	F7	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-09-06	15-05-07	172205	USA	7	6Y05 *	MAINT	*	SXX	SXX	V00	A96	82	
<b>AWS Claim Key:</b>	1503713	<b>Doc #:</b>	10829005	<b>Trx Code:</b>	0968S	<b>Labor Hrs:</b>	1.5	<b>Labor Cost:</b>	104.25	<b>Material Cost:</b>	66.96	<b>Total Cost:</b>	177.08										
<b>Dir Cd-Sub Cd:</b>	00669-*	<b>Name:</b>	MICHAEL STEAD'S HILLTOP FORD	<b>Ph:</b>	510-2224444	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	03-DEC-2007	<b>DIST(Mile):</b>	5542								
<b>Cust Comments:</b>	CUSTOMER REQUESTS TO PERFORM THE FIRST 7.5K MILE SERVICE AS PER FORDS 7.5K QCM CONTRACT.																						



**Tech Comments:** 1 CHANGE OIL TOP OFF FLUIDS ROTATE TIRES PSI 60 FRONT 70 REARS BRAKES AT 11MM FRONT AND REAR 15 QTS 15 40

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1FTSW20P27	██████	F7	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-09-06	15-05-07 172205	USA	10	5G02	5C3Z	3B440	F	S13	S10	V89	H24	42
<b>AWS Claim Key:</b>	1989928	<b>Doc #:</b>	11143502	<b>Trx Code:</b>	2	<b>Labor Hrs:</b>	2.1	<b>Labor Cost:</b>	243.29	<b>Material Cost:</b>	21.48	<b>Total Cost:</b>	264.77										
<b>Dlr Cd-Sub Cd:</b>	00669-*	<b>Name:</b>	MICHAEL STEAD'S HILLTOP FORD	<b>Ph:</b>	510-2224444	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	15-FEB-2008	<b>DIST(Mile):</b>	6847								
<b>Cust Comments:</b>	CUSTOMER STATES STEERING WHEEL IS OFF CENTER PLEASE CHECK AND ADVISE																						
<b>Tech Comments:</b>	LOWERED CASTER ON DRIVER SIDE SO NOW ITS EVEN RESET TOE WITH WIN TOE SET AT 0.06 0.06 RAN OASIS NO PROBLEMS VERIFIED CALLED HOT LINE NO UPDATES VERIFIED CONCERN SET UP ALIGNMENT CASTER LEAD WAS IN CORRECT INSTALLED CAMBER CASTER SLEEVES TO CORRECT ALIGNMENT CASTER LEAD NOR CORRECT RESET TOE TO 0.03 0.03																						

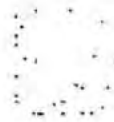
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1FTSW20P27	██████	F7	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-09-06	15-05-07 172205	USA	10	6E07	5C3Z	7863388	CA	S08	S08	V74	T53	33
<b>AWS Claim Key:</b>	1989930	<b>Doc #:</b>	11143501	<b>Trx Code:</b>	2	<b>Labor Hrs:</b>	2	<b>Labor Cost:</b>	23.17	<b>Material Cost:</b>	27.35	<b>Total Cost:</b>	50.52										
<b>Dlr Cd-Sub Cd:</b>	00669-*	<b>Name:</b>	MICHAEL STEAD'S HILLTOP FORD	<b>Ph:</b>	510-2224444	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	15-FEB-2008	<b>DIST(Mile):</b>	6847								
<b>Cust Comments:</b>	CUSTOMER STATES R H LOWER SEAT BOLT COVER KEEPS COMING LOOSE INSTALL SOP 108290 12 03 07 5545																						
<b>Tech Comments:</b>	VERIFIED LOWER SEAT BOLT COVER IS LOOSE REC REPLACEMENT INSTALL SOP PARTS																						

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1FTSW20P27	██████	F7	T/F7	F	T/BC	T/BD	T/B	A1	T/BE	T/YB	11-09-06	15-05-07 172205	USA	10	1H03	5C3Z	9F452	AA	S11	S11	V29	E29	42
<b>AWS Claim Key:</b>	1989929	<b>Doc #:</b>	11143503	<b>Trx Code:</b>	S07	<b>Labor Hrs:</b>	1.2	<b>Labor Cost:</b>	139.02	<b>Material Cost:</b>	192.86	<b>Total Cost:</b>	331.88										
<b>Dlr Cd-Sub Cd:</b>	00669-*	<b>Name:</b>	MICHAEL STEAD'S HILLTOP FORD	<b>Ph:</b>	510-2224444	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	15-FEB-2008	<b>DIST(Mile):</b>	6847								
<b>Cust Comments:</b>	CUSTOMER STATES CHECK ENGINE LIGHT ON																						
<b>Tech Comments:</b>	9F452 55 EEC TEST RECEIVED CODE P0401 PERFORMED TSB 072109A 1.2 MIL ON, KOEO P1000, KOEC P0401, KOER P1000																						

Any comments? You can contact



*webmaster*

All Action Details for Issue

Print

VIN: 1FTSW20P27[REDACTED] Year: 2007 Model: F-SERIES SUPER DUTY Case: 1501113347  
 Name: [REDACTED] Owner Status: Original WSD: 2007-05-15  
 Symptom Desc: STRG/HANDLING PULL/DRIFT LEFT AND RIGHT Primary Phone [REDACTED]  
 Reason Desc: DEALERSHIP - NEGATIVE FEEDBACK Secondary Phone [REDACTED]  
 Issue Type: 04 REGION Issue Status: CLOSED  
 Initial Customer Contact:

Action: THANK CUST FOR THEIR FEEDBACK INFO WILL BE FORWARDED TO DLR FO  
 Dealer: 00669 MICHAEL STEAD'S HILLTOP FORD Origin Desc: US INQUIRY CASE BASE  
 Odometer: 6500 MI Comm Type: INBOUND CUSTOMER EMAIL  
 Analyst Name: BELEN NELSON Analyst: NBELEN  
 Action Date: 02/19/2008 Action Time: 16.58.23.111 Action Data: No

Comments CUSTOMER SAID: THREAD ID: 1-3X45FD-HE PURCHASED A 2007 FORD F-250 WHICH HE THINKS IS A PIECE OF JUNK-THE FIT AND FINISH IS POOR AND HE HAD TO REPLACE TRIM PIECES TWICE-HE'S HAVING DIFFICULTY DRIVING AT FREEWAY SPEEDS BECAUSE IT DRIFTS ALLOVER THE LANE-THERE'S A 3 TO 4 INCHES SLOP IN THE STEERING-HE'S EVEN PURCHASED A FORD MAINTENANCE POLICY THAT HE CAN'T USE BECAUSE HE DIDN'T HAVE 7,500 MILES ON HIS VEH-HE'S BEEN TO TWO FORD DLRs WHO ARE NICE PEOPLE, BUT THEY DON'T KNOW ABOUT THE PRODUCT-HE DOESN'T THINK THE WANDERING AND DRIFTING ARE RELATED TO THE ALIGNMENT, BUT THAT HAS BEEN THE APPROACH OF BOTH DLRs-HE WANTS FMC TO HELP HIM SOLVE HIS PROBLEMS WITH HIS VEH BECAUSE HE'S NOT MAKING ANY PROGRESS WITH THE DLRs-DEALER SAID: -THEY CHECKED THE ALIGNMENT AND IT IS IN SPECIFICATION-WANDERING AND DRIFTING IS TO BE EXPECTED-MICHAEL STEAD'S HILLTOP LINCOLN MERCURY 3280 AUTO PLAZA RICHMOND, CA 94806 TEL:(510) 222-4444 CRC ADVISED: THANK YOU FOR PROVIDING FORD MOTOR COMPANY WITH FEEDBACK; YOUR OPINIONS ARE VALUABLE TO US. I HAVE DOCUMENTED YOUR COMMENTS AND THE INFORMATION YOU PROVIDED REGARDING YOUR EXPERIENCE AT THE DEALERSHIP. THIS INFORMATION WILL BE FORWARDED TO THE CUSTOMER RELATIONS MANAGER AT THE DEALERSHIP FOR THEIR REVIEW AND CONSIDERATION. ONCE AGAIN, THANK YOU FOR TAKING THE TIME TO LET US KNOW HOW YOU FEEL ABOUT THE SERVICES PROVIDED BY THE DEALERSHIP. -SENT NEGATIVE DLR AND NEGATIVE VEH FEEDBACK SRTS

Action: DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 00669 MICHAEL STEAD'S HILLTOP FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 6500 MI Comm Type: PHONE  
 Analyst Name: MILLER Analyst: CMILL248  
 (CMILL248),CHRISTOPHER  
 Action Date: 02/20/2008 Action Time: 17.10.27.108 Action Data: No

Comments CCS CHRIS MILLER X7062 -- OBC TO DLR, SPOKE WITH S/P FREDDIE, CAMBER ADJUSTERS MADE BY DLR LAST FRIDAY. CUST HAS BEEN SPEAKING WITH S/P DIRECTOR PERSONALLY AND EXPRESSED THAT VEH IS EXCESSIVELY DRIFTING AT HIGHWAY SPEEDS. CUST HAS NOT BROUGHT VEH BACK TO DLR TO THIS POINT. DLR HAS SET APPOINTMENT FOR NEXT TUESDAY 2/26. ACCORDING TO TECHS, ALL COMPONENTS OF VEH ARE UNDER FORD SPECS. CUST HAS INSTALLED AFTERMARKET LINE THAT CROSSES ON TOP OF GEAR BOX ADJUSTMENT.

Action: DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 00669 MICHAEL STEAD'S HILLTOP FORD Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 6500 MI Comm Type: PHONE  
 Analyst Name: MILLER Analyst: CMILL248  
 (CMILL248),CHRISTOPHER  
 Action Time:



Action Date: 02/20/2008

17.33.41.493

Action Data: No

**Comments** CCS CHRIS MILLER X7062 -- OBC TO CUST @ [REDACTED] CUST CONFIRMS CONCERNS. CUST STATES THAT STEERING WHEEL HAS EXCESSIVE PLAY. ADVISED CUST THAT HIS CASE WAS ESCALATED TO REGIONAL OFFICE FOR FURTHER HANDLING. ADVISED CUST THAT I HAVE SPOKEN WITH S/P DIRECTOR FREDDIE AND HAVE BEEN CAUGHT UP TO SPEED REGARDING WHAT HAS BEEN PERFORMED ON VEH. CUST CONFIRMS APPOINTMENT FOR THIS COMING TUESDAY. ADVISED CUST THAT ONCE VEH IS TAKEN TO DLR, I WILL BE PERSONALLY INVOLVED AND WE WILL DETERMINE WHAT STEPS NEED TO BE TAKEN TO RESOLVE CONCERNS ONCE VEH IS DIAG. CUST VOICES DISSATISFACTION WITH PERFORMANCE OF VEH. CUST STATES THAT DLR HAS LAST ADVISED THAT VEH IS OPERATING TO SPECS, BUT CUST DOES NOT FEEL SO. REITERATED SEVERAL TIMES THROUGHOUT COVERSATION THAT ALL RESOURCES WILL BE UTILIZED IN DIAG CONCERNS AND RESOLVING CONCERNS. ADVISED CUST THAT I WILL F/U 2/27/08 BY 5PM PST ONCE VEH HAS BEEN DIAG.

**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 00669 MICHAEL STEAD'S HILLTOP FORD

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 6500 MI

**Comm Type:** PHONE

**Analyst Name:** MILLER (CMILL248), CHRISTOPHER

**Analyst:** CMILL248

**Action Date:** 02/27/2008

**Action Time:** 16.06.18.978

**Action Data:** No

**Comments** CCS CHRIS MILLER X7062 -- OBC TO DLR, SPOKE WITH S/P DIRECTOR FREDDIE. CUST DID RETURN TO DLR. VEH WAS UNDER SPECIFICATIONS. IN THE INTEREST OF CUST SATISFACTION, DLR PERFORMED ALIGNMENT. REGARDING STEERING WHEEL CONCERN, DLR HAS ADVISED CUST THAT THIS IS THE CHARACTERISTIC OF VEH. DLR HAS OFFERED TO TEST DRIVE COMPRABLE VEH WITH CUST AS WELL.

**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 00669 MICHAEL STEAD'S HILLTOP FORD

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 6500 MI

**Comm Type:** PHONE

**Analyst Name:** MILLER (CMILL248), CHRISTOPHER

**Analyst:** CMILL248

**Action Date:** 02/27/2008

**Action Time:** 17.44.28.515

**Action Data:** No

**Comments** CCS CHRIS MILLER X7062 -- OBC TO CUST @ [REDACTED] LEFT V/M REQUESTING CALL BACK. PROVIDED CONTACT INFO. SET F/U FOR 2/28/08 BY 5PM PST.

**Action:** CONCERN ADDRESSED

**Dealer:** 00669 MICHAEL STEAD'S HILLTOP FORD

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 6500 MI

**Comm Type:** PHONE

**Analyst Name:** MILLER (CMILL248), CHRISTOPHER

**Analyst:** CMILL248

**Action Date:** 02/28/2008

**Action Time:** 15.30.15.633

**Action Data:** No

**Comments** CCS CHRIS MILLER X7062 -- OBC TO CUST [REDACTED] CUST STATES THAT AT THIS TIME DLR HAS CORRECTED THE ERRORS THAT THEY HAVE CREATED ON VEH. CUST STATES THAT AT THIS TIME HE STILL FEELS THAT HIS STEERING IS TOO LOOSE AND HIS VEH "WANDERS" WHEN DRIVING ON THE HIGHWAY. ADVISED CUST THAT I HAVE SPOKEN WITH FREDDIE S/D AND HAVE BEEN CAUGHT UP TO SPEED REGARDING WHAT WAS PERFORMED. ADVISED CUST THAT AT IT HAS BEEN DETERMINED THAT HIS VEH IS OPERATING UNDER FORD SPECS AND HIS STEERING IS OPERATING AS DESIGNED. CUST REQUESTS HIS STEERING TO BE TIGHTENED. ADVISED DLR WOULD NOT BE ABLE TO CORRECT STEERING, AS STEERING IS OPERATING AS

INTENDED. CUST VOICES DISSATISFACTION STATING THAT NOBODY IS WILLING TO SATISFY HIM AND DLR DOES NOT KNOW HOW TO SATISFY A CUST. CUST CONTINUES TO VOICE DISSATISFACTION, SPEAKING NEGATIVELY ABOUT FMC, DLR AND FORD PRODUCTS. CUST STATES THAT HE WILL LET ANYONE WHO APPROACHES HIM KNOW HOW UNSATISFIED HE IS. CLOSING CASE.

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**Action:** SUPERVISOR REFERRAL FOLLOW-UP  
**Dealer:** 00669 MICHAEL STEAD'S HILLTOP FORD  
**Odometer:** 7600 MI  
**Analyst Name:** ARNOLDI (RARNOL27),RANDAL  
**Action Date:** 03/14/2008  
**Comm Type:** PHONE  
**Analyst:** RARNOL27  
**Action Time:** 14.01.59.780 **Action Data:** No  
**Origin Desc:** MANUAL - PHONE CSR

**Comments** CRC ADVISED: (NOTE TO CSR - THIS MAC IS TO BE USED BY SUPERVISORS ONLY.)==LCSR RANDY X7133==CUST HUNG UP WHILE BEING TRANSFERRED IN THE SUP QUE==FIRST ATTEMPT TO CONTACT CUST AT [REDACTED] ==LEFT MESSAGE FOR CUST THAT I WOULD TRY CALLING BACK BY COB 03/17/2008

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**Action:** SUPERVISOR REFERRAL FOLLOW-UP  
**Dealer:** 00669 MICHAEL STEAD'S HILLTOP FORD  
**Odometer:** 7600 MI  
**Analyst Name:** ARNOLDI (RARNOL27),RANDAL  
**Action Date:** 03/17/2008  
**Comm Type:** PHONE  
**Analyst:** RARNOL27  
**Action Time:** 14.12.27.771 **Action Data:** No  
**Origin Desc:** MANUAL - PHONE CSR

**Comments** CRC ADVISED: (NOTE TO CSR - THIS MAC IS TO BE USED BY SUPERVISORS ONLY.)==LCSR RANDY X7133==SECOND ATTEMPT TO CONTACT CUST AT [REDACTED] ==CUST HAS PURCHASED A 2007 FORD TRUCK AND HAS A PROBLEM WITH THE VEH WANDERING ALL OVER THE PLACE==CUST CALLED ESP TO CANCEL HIS MAINTENANCE PLAN AND THEY TRANSFERRED CUST TO THE CRC WHERE HE SPOKE WITH ORLANDO HE SAID ORLANDO WAS PROFESSIONAL IN THE BEGINNING AND KEPT INTERRUPTING HIM SAYING "YOU HAVEN'T TOLD ME ANYTHING ABOUT WHAT IS WRONG WITH YOUR TRUCK"==CUST STATES THAT HE HAS HAD A BAD CUST EXPERIENCE WITH BOTH DLRSH AND THE ESP DEPT AND THE CRC AND THE CCST WHO NEVER DID ANYTHING FOR HIM==CUST SAYS VEH IS FOR SALE NOW AND HE CAN'T WAIT TO GET IT SOLD==CUST SAID HE NEVER HAD PROBLEMS LIKE THIS WITH GM OR NISSAN ==THANKED CUST FOR HIS FEEDBACK==CASE CLOSED

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All Action Details for Issue

Print

VIN: 1FTSW20P27E [REDACTED] Year: 2007 Model: F-SERIES SUPER DUTY Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2007-05-15  
Symptom Desc: Primary Phone: [REDACTED]  
Reason Desc: CRC RELATED - SUPERVISOR REQUEST SUBMITTED Secondary Phone: [REDACTED]  
Issue Type: 01 INQUIRY Issue Status: OPEN

Action: ROUTE TO TEAM LEADER  
Dealer: Origin Desc: MANUAL - PHONE CSR  
Odometer: 7600 MI Comm Type: PHONE  
Analyst Name: ORLANDO PAJUELO (OPAJUELO) Analyst: OPAJUELO  
Action Date: 03/14/2008 Action Time: 13.49.59.475 Action Data: No

Comments CUSTOMER SAID: --VEH AT HIGHWAY SPEED WANDERS OVER LANES--VEH HAS 3-4 INCHES OF SLOP IN STEERING WHEEL--LOCAL F/LM DLR HAS ADVISED THAT THESE SYMPTOMS ARE OF NORMAL OPERATING CHARACTERISTICS--CUST IS NOT HAPPY WITH RESOLUTION PROVIDED TO HIM BY LOCAL F/LM DLRS--CUST IS SEEKING FOR A DIFFERENT RESOLUTION ON CONCERN--CUST WOULD NOT ALLOW CCR TO PLACE HIM ON HOLD SO THAT I MAY INVESTIGATE HIS CONCERN ON HIS BEHALF--CUST IS REQUESTING SUPERVISOR-----DEALER SAID: --MICHAEL STEAD'S HILLTOP --LINCOLN MERCURY--3280 AUTO PLAZA -- RICHMOND, CA 94806--TEL:(510) 222-4444--DEALING WITH FREDDY-----CRC ADVISED: --CUST TRANSFERRED TO SUPERVISOR

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BAR# ARD185180 EPA# CAD981416290

CUSTOMER NO. <b>26390</b>	ADVISOR <b>JASON HAYES</b>	TAG NO. <b>653 2421</b>	INVOICE DATE <b>12/03/07</b>	INVOICE NO. <b>FOCS108290</b>
	LABOR RATE	MILEAGE <b>5,542</b>	COLOR <b>SILVER/GRAY</b>	STOCK NO.
	YEAR / MAKE / MODEL <b>07/FORD TRUCK/S-DTY F-250/PK CREW CA</b>	DELIVERY DATE <b>05/15/07</b>	DELIVERY MILES	
	VEHICLE ID. NO. <b>1 F T S W 2 0 P 2 7 E</b>	LINK DEALER NO.	PRODUCTION DATE <b>09/11/06</b>	
	P.T.E. NO.	P.O. NO.	R.O. DATE <b>12/03/07</b>	
	COMMENTS <b>EP 6F71DHOA/TOSHFT</b>		MO: 5545	

JOB# 1 CHARGES  
 LABOR  
 J# 1 60F0Z01 INT TRIM CONCERN  
 CUSTOMER STATES R/H LOWER SEAT BOLT COVER KEEPS COMING LOOSE  
 P/A PART

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	0	6C3Z-7863388-CA	COVER		
PART ON SPECIAL ORDER					
** QUANTITY 1 IS SPECIAL ORDERED **					
	0	6C3Z-2513208-AAA	PLATE - DOOR S		
PART ON SPECIAL ORDER					
** QUANTITY 1 IS SPECIAL ORDERED **					
				TOTAL - PARTS	0.00

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

JOB# 2 CHARGES  
 LABOR  
 J# 2 61F0Z19 BODY ADJUSTMENTS  
 CUSTOMER STATES R/H FRONT DOOR IS HARD TO CLOSE COMPARED TO THE OTHER DOORS.  
 ADJUSTED DOOR UNTIL PROPER FIT WAS ACHIEVED.

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

JOB# 3 CHARGES  
 LABOR  
 J# 3 60F0Z15 INTERIOR TRIM PANELS  
 CUSTOMER STATES R/H FRONT SCUFF PLATE KEEPS COMING LOOSE  
 P/A PART  
 E

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

JOB# 4 CHARGES  
 LABOR  
 J# 4 46F0Z01 STEERING CONCERN  
 CUSTOMER STATES VEHICLE WANDERS ALL OVER THE ROAD WHILE DRIVING.  
 DID NOT VERIFY CONCERN NO TEST DRIVE WITH CUSTOMER.  
 RAN OASIS SAID TO CHECK FOR STEERING DAMPNER WHICH TRUCK HAS AND TO MAKE SURE ALL TIRE PRESSURES WERE CORRECT ALL WERE LOW PER DOOR JAM SET FRONT AT 60PSI REARS AT 70 PSI TEST DROVE ON FREEWAY SEEMED TO TRACK STRAIT.

TIME RECEIVED	August 7, 2008 5:12:07 PM EDT
REMOTE CSID	161
DURATION	6
PAGES	6
STATUS	Received





BAR# ARD185180 EPA# CAD981416290

CUSTOMER NO. 26390	ADVISOR JASON HAYES	653	YAC NO 2421	INVOICE DATE 12/03/07	INVOICE NO FOC5108290
	LABOR RATE		SALES TAX 5,542	COLOR SILVER/GRAY	STOCK NO.
	YEAR/MAKE/MAKE	07/FORD TRUCK/S-DTY F-250/PK CREW CA		DELIVERY DATE 05/15/07	DELIVERY MILES
	VEHICLE ID NO.	IFYSW20P27E		SELLING DEALER NO	PRODUCTION DATE 09/11/06
	P.T.E. NO.			DATE 12/03/07	
	COMMENTS	6710H0A/TQ3HPT			MO: 5545

JOB# 4 TOTALS-----  
 JOB# 4 JOURNAL PREFIX FOC5 JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----

LABOR  
 JOB 5 01FOZ000 ESP OCM ONLY TECH(S):668 WARRANTY  
 CUSTOMER REQUESTS TO PERFORM THE FIRST 7.5K MILE SERVICE AS PER FORDS 7.5K OCM CONTRACT.  
 CHANGE OIL TOP OFF FLUIDS ROTATE TIRES PSI 60 FRONT 70 REARS BRAKES AT 11MM FRONT AND REAR 15 QTS 15-40

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	FL-2016	KIT - ELEMENT		
	3	X0-154440-50SD	OIL - ENGINE		
TOTAL - PARTS					0.00

JOB# 5 TOTALS-----  
 JOB# 5 JOURNAL PREFIX FOC5 JOB# 5 TOTAL 0.00

JOB# 6 CHARGES-----

LABOR  
 JOB 6-10F0201 DRIVEABILITY CONCERN TECH(S):647 INTERNAL  
 CUSTOMER STATES VEHICLE IS ONLY GETTING 14.2 MPG AND SHOULD BE GETTING MORE.  
 TESTED VEHICLE FOR POOR FUEL ECONOMY. TESTED EEC SYSTEM FOUND NO FAULTS RAN OASIS FOUND NO SSM'S OR TSB'S FOR CONCERN. INSPECTION FOUND VEHICLE IS MODIFIED AT BOTH THE INTAKE AND EXHAUST. THIS WILL HAVE A AFFECT ON FUEL ECONOMY. FORD DOES NOT AUTHERIZE REPAIRS DUE TO MODIFIED VEHICLE. NEED TO RETURN VEHICLE TO STOCK TO ACHEIVE BETTER FUEL ECONOMY.

JOB# 6 TOTALS-----  
 JOB# 6 JOURNAL PREFIX FOC5 JOB# 6 TOTAL 0.00

JOB# 7 CHARGES-----

LABOR  
 JOB 7 00F026BATT GOOD BATTERY TECH(S):650 INTERNAL  
 YOUR BATTERY WAS TESTED AND IS GOOD.

JOB# 7 TOTALS-----  
 JOB# 7 JOURNAL PREFIX FOC5 JOB# 7 TOTAL 0.00

JOB# 8 CHARGES-----

LABOR  
 JOB 8 00F0ZGTIRE LIGHT WEAR TECH(S):650 INTERNAL  
 YOUR TIRES WERE CHECKED AND ARE OK  
 OK

\*\*\* THE INFORMATION AND REPAIRS LISTED ARE SUBJECT TO CHANGE WITHOUT NOTICE \*\*\*

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BAR# ARD185180 EPA# CAD961416290

CUSTOMER NO. <b>26390</b>	ADVISOR <b>JASON HAYES</b>	TAG NO. <b>653 2421</b>	INVOICE DATE <b>12/03/07</b>	INVOICE NO. <b>FOCS108290</b>
	LABOR RATE <b>[REDACTED]</b>	LEAD <b>5,542</b>	COLOR <b>SILVER/GRAY</b>	STOCK NO.
	YEAR / MAKE / MODEL <b>07/FORD TRUCK/S-DTY F-250/PK CREW CA</b>		DELIVERY DATE <b>05/15/07</b>	DELIVERY MILES
	VEHICLE IDL NO. <b>1 F T S W 2 0 P 2 7 E</b>		SELLING DEALER NO.	PRODUCTION DATE <b>09/11/06</b>
	P.T.E. NO.	R.O. NO.	R.O. DATE <b>12/03/07</b>	
	COMMENTS <b>EP 6F710HGA/TQ5HFT</b>			MO: 5545

JOB# 8 TOTALS.....

JOB# 9 CHARGES..... JOB# 8 JOURNAL PREFIX FOCS JOB# 8 TOTAL 0.00

LABOR.....

J# 9 99F0Z0C TECH QUALITY CONTROL TECHNICIAN TO QUALITY CONTROL VEHICLE TO CHECK COMPLETED REPAIRS

JOB# 9 TOTALS.....

JOB# 10 CHARGES..... JOB# 9 JOURNAL PREFIX FOCS JOB# 9 TOTAL 0.00

LABOR.....

J# 10 99F0Z0P SOP BART

Added Operation (2 JASON @ 12/03/2007 16:33)

PLEASE NOTE: WE'VE ORDERED A SPECIAL ORDER PART FOR YOUR VEHICLE.

JOB# 10 TOTALS.....

JOB# 10 JOURNAL PREFIX FOCS JOB# 10 TOTAL 0.00

TOTALS.....

\*\*\*\*WE WANT YOU TO BE COMPLETELY SATISFIED\*\*\*\*

Please tell us about your visit to our service department.

Were you treated in a courteous and friendly manner?  
YES ( ) NO ( )

Did your service advisor listen and understand your needs?  
YES ( ) NO ( )

Were your needs identified and all requested work done?  
YES ( ) NO ( )

Were all repairs and applicable charges explained to you?  
YES ( ) NO ( )

Was your vehicle ready when promised?  
YES ( ) NO ( )

Would you recommend our service to a friend?  
YES ( ) NO ( )

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 DTSC..... 0.00

TOTAL TAX..... 0.00

**TOTAL INVOICE \$ 0.00**

CUSTOMER SIGNATURE

\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

PAGE 3 OF 3

CUSTOMER COPY

[ END OF INVOICE ] 02:10pm

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BAR# AR0185180 EPA# CAD981416290

CUSTOMER NO. 26390	ADVISOR JASON HAYES	653 TAG NO. 3732	INVOICE DATE 02/26/08	INVOICE NO. FOC5111435
	LABOR RATE	MILEAGE 6,847	COLOR SILVER/GRAY	STOCK NO.
	YEAR / MAKE / MODEL 07/FORD TRUCK/S-DTY F-250/PK CREW CA	DELIVERY DATE 05/15/07	DELIVERY MILES	
	VEHICLE ID NO. 1FTSW20P27E	SELLING DEALER NO.	PRODUCTION DATE 09/11/06	
	F.T.E. NO.	P.O. NO.	R.O. DATE 02/15/08	REPRINT# 1
	COMMENTS 6710KA/TQSHFT		MO: 6857	

JOB# 1 CHARGES

LABOR  
 J# 1 60FOZ01 INT PRM CONCERN WARRANTY  
 CUSTOMER STATES R/H LOWER SEAT BOLT COVER KEEPS COMING LOOSE  
 INSTALL SOP 108290 12/03/07 5545  
 VERIFIED LOWER SEAT BOLT COVER IS LOOSE REC REPLACEMENT  
 INSTALL SOP PARTS

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	5C3Z-7863388-CA	COVER		
	1	6C3Z-2513208-AAA	PLATE - DOOR S		
TOTAL - PARTS					0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR  
 J# 2 45FOZ01 STEERING CONCERN WARRANTY  
 CUSTOMER STATES STEERING WHEEL IS OFF CENTER PLEASE CHECK  
 AND ADVISE  
 LOWERED CASTER ON DRIVER SIDE SO NOW ITS EVEN RESET TOE  
 WITH WIM TOE SET AT 0.06 0.06  
 RAN GASIS NO PROBLEMS VERIFIED CALLED HOT LINE NO  
 UPDATES  
 VERIFIED CONCERN SET UP ALIGNMENT CASTER LEAD WAS IN CORRECT  
 INSTALLED CAMBER CASTER SLEEVES TO CORRECT ALIGNMENT  
 CASTER LEAD NOR CORRECT RESET TOE TO 0.03 0.03

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	2	5C3Z-3B440-F	ADJUSTER ASY		
TOTAL - PARTS					0.00

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOC5 JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR  
 J# 3 60FOZ06 CHECK ENGINE LIGHT WARRANTY  
 CUSTOMER STATES CHECK ENGINE LIGHT ON  
 9F452 55  
 EEC TEST RECEIVED CODE P0401 - PERFORMED TSB 072109A 1.2  
 MIL ON, KOEO P1000, KOEC P0401, KOER P1000

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	5C3Z-9F452-AA	VALVE ASY - NO		
TOTAL - PARTS					0.00

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOC5 JOB# 3 TOTAL 0.00

1. THE INFORMATION AND SUPPORTS CONTAINED HEREIN ARE CONFIDENTIAL AND PROPRIETARY TO FORD CREDIT.

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BAR# ARD185180 EPA# CAD981416290

CUSTOMER NO. 26390	ADP/DOB JASON HAYES 653	TAG NO. 3732	INVOICE DATE 07/26/08	INVOICE NO. FOCS111435
	LABOR RATE	MILEAGE 6,847	COLOR SILVER/GRAY	STOCK NO.
	YEAR/MAKE/MODEL 07/FORD TRUCK/S-DTY F-250/PK CREW CA	DELIVERY DATE 05/15/07	DELIVERY MILES	
	VEHICLE ID NO. 1F1SW20P27E	LINK DEALER NO.	PRODUCTION DATE 09/11/06	
	F.T.E. NO.	P.O. NO.	REPRINT# 1	
	ES DP/20HQA/TQSHFT		MO: 6857	

JOB# 4 CHARGES-----

LABOR-----

J# 4 00FOZGATT GOOD BATTERY TECH(S):888 INTERNAL  
 YOUR BATTERY WAS TESTED AND IS GOOD.

JOB# 4 TOTALS-----

JOB# 5 CHARGES-----

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

LABOR-----

J# 5 00FOZGTIRE LIGHT WEAR TECH(S):888 INTERNAL  
 YOUR TIRES WERE CHECKED AND ARE OK.

JOB# 5 TOTALS-----

JOB# 6 CHARGES-----

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

LABOR-----

J# 6 00FOZGROP 0900 TECH(S):888 INTERNAL

JOB# 6 TOTALS-----

JOB# 7 CHARGES-----

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

LABOR-----

J# 7 99FDZQC TECH:QUALITY CONTROL TECH(S):888 INTERNAL  
 TECHNICIAN TO QUALITY CONTROL VEHICLE TO CHECK COMPLETED REPAIRS

JOB# 7 TOTALS-----

JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 0.00

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BAR# ARD185180 EPA# CAD981416290

CUSTOMER NO. 26390	ADVISOR JASON HAYES	FAO NO 653	TRAQ NO 3732	INVOICE DATE 02/26/08	INVOICE NO. FOC5111435
	LABOR RATE		MILEAGE 6,847	COLOR SILVER/GRAY	STOCK NO.
	YEAR / MAKE / MODEL 07/FORD TRUCK/S-DTY F-250/PK CREW CA			DELIVERY DATE 05/15/07	DELIVERY MILES
	VEHICLE I.D. NO. 1 F T S W 2 0 P 2 7 E			SELLING DEALER NO.	PRODUCTION DATE 09/11/06
	F.T.E. NO.	P.O. NO.		R.O. DATE 02/15/08	REPRINT# 1
	COMMENTS: EX 9F/LONDA/TQSHFT				MO: 6857

TOTALS

\*\*\*\*\*WE WANT YOU TO BE COMPLETELY SATISFIED\*\*\*\*\*  
 Please tell us about your visit to our service department.  
 Were you treated in a courteous and friendly manner?  
 YES ( ) NO ( )  
 Did your service advisor listen and understand your needs?  
 YES ( ) NO ( )  
 Were your needs identified and all requested work done?  
 YES ( ) NO ( )  
 Were all repairs and applicable charges explained to you?  
 YES ( ) NO ( )  
 Was your vehicle ready when promised?  
 YES ( ) NO ( )  
 Would you recommend our service to a friend?  
 YES ( ) NO ( )

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

\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

\*\*\*\*\* WE WANT YOU TO BE COMPLETELY SATISFIED \*\*\*\*\*

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OCT 3 2006



# OFFICE OF THE ATTORNEY GENERAL

## Request for Arbitration by the Florida New Motor Vehicle Arbitration Board

### FOR OFFICE USE ONLY

Indicate Date: 9-10-06

Filed (DCS)

DCS Case# [REDACTED]

Rejected \_\_\_\_\_

Withdrawn \_\_\_\_\_

Referred to AG 09/28/2006

Approved 09/29/2006

AG Case# 2006-0663/Spa

I DO NOT WISH TO RECEIVE SOLICITATION MATERIALS FROM ATTORNEYS

### I. CONSUMER INFORMATION

1. Purchaser/ [REDACTED]

2. Street Address [REDACTED]

City: Palm Harbor State: FL Zip Code: [REDACTED]

Mailing Address (if different): \_\_\_\_\_

City: [REDACTED] Zip Code: \_\_\_\_\_

3. Home Phone [REDACTED] Best Time to Call: Any

Work Phone [REDACTED] For Whom? \_\_\_\_\_

Cell Phone [REDACTED] For Whom? \_\_\_\_\_

Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

### Attorney Information (complete only if you are represented by an attorney):

**RECEIVED**

SEP 20 2006

DIVISION OF CONSUMER SERVICES  
LEMON LAW

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

### II. SELLING DEALER, FINANCING, AND LEASING INFORMATION

4. Dealer Name: Karl Flammer Ford, Inc

Address: 41975 U.S. HWY 19 North

City: Tarpon Springs State: Florida Zip Code: 34689

II. SELLING DEALER, FINANCING, AND LEASING INFORMATION (continued)

Lessor, bank, or lending institution to which loan or lease payments are made:

Name: Wachovia Bank N.A.

Address: P.O. Box 530554

City: Atlanta State: GA Zip Code: 30353-0554

III. RELIEF REQUESTED (Check one only)

5. If successful, I prefer to receive:  A refund or  
 A replacement vehicle

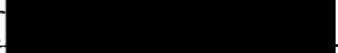
IV. VEHICLE INFORMATION

6. Vehicle Type: Car  Truck  Van  Sport Utility  Low Speed Vehicle

7. If a truck, is the gross vehicle weight 10,000 pounds or less? Yes  No

8. Manufacturer: Ford  
(GM, Ford, Chrysler, Toyota, etc.)

9. Make: Ford Model: F-350SD Year: 2005  
(Dodge, Mercury, etc.) (Mustang, Accord, etc.)

10. Vehicle Identification Number (VIN): 1FTWV33P85E   
(This is a 17-character identifier usually consisting of letters and numerals that is listed on your vehicle registration.)

11. If a conversion vehicle, give the name of the company that performed the conversion, if known:

(Explorer Vans, Sherrod, etc. Attach a copy of the warranty.)

a. Was the conversion work performed prior to your purchase? Yes  No

b. If after your purchase, was the conversion work performed by or through the dealership as an option, referral or part of the sale? Yes  No

**IV. VEHICLE INFORMATION (continued)**

12. Date you took delivery of the vehicle? 12-21-04

Mileage on the odometer on the date of delivery: \_\_\_\_\_

13. Was the vehicle (check one): Purchased  Leased \_\_\_\_\_

In Florida? Yes  No \_\_\_\_\_

As (check one): New  Demonstrator \_\_\_\_\_ Used \_\_\_\_\_

14. If leased, for a term of one year or more? Yes \_\_\_\_\_ No \_\_\_\_\_

15. Do you still own or possess the vehicle? Yes  No \_\_\_\_\_

16. If purchased used, was the vehicle transferred to you by the original owner within 24 months after the date of original delivery? Yes \_\_\_\_\_ No \_\_\_\_\_

a. If yes, complete the following:

Original owner's name: \_\_\_\_\_

State where vehicle was originally purchased: \_\_\_\_\_

Actual date of delivery to original owner: \_\_\_\_\_

**V. INFORMATION REGARDING PROBLEM(S) WITH VEHICLE**

17. List each problem (other than routine maintenance and minor warranty repairs), that was first reported to the authorized service agent (dealer) within 24 months after the date of delivery, and that you claim **substantially impairs** the use, value or safety of the vehicle. Give the dates of at least three repair attempts that took place before the date written notification was sent to the manufacturer. If a substantial problem had less than three repairs before notification, list it and the repair date(s). Attach a separate sheet if necessary. Do not list the same problem more than once. **Please attach copies of repair orders for all repairs to the listed defects, even if there were more than three repairs.**

Problem	Date 1	Date 2	Date 3
1. Exhaust in Cab	1/25-06	2/20-06	
2. Loose Steering	1/25-06	6/26-06	8/8-06
3. Oil/transmission leak	1/25-06	2/20-06	2/23-06
4.			
5.			
6.			



V. INFORMATION REGARDING PROBLEMS(S) WITH VEHICLE (continued)

18. Did you notify the manufacturer (not the dealer) identified in Question 8 in writing after three or more repair attempts for the problem(s)?

Yes  No

If yes, date the manufacturer received notification: July 27, 2006

a. (Answer only if applicable.) Did you notify the conversion company identified in Question 11 in writing after three or more repair attempts?

Yes  No

If yes, date the conversion company received the notification: \_\_\_\_\_

*(Attach a copy of the motor vehicle defect notification form or other written notification and postal receipt indicating when the manufacturer and/or conversion company received the notification.)*

19. Following receipt of the notification, did the manufacturer and/or conversion company make a final attempt to correct the problem(s)?

Yes  No

If yes, on what date(s)? 8-9-06  
*(Attach copies of all repair orders related to any final repair attempt).*

If no, explain why there was no final repair attempt: \_\_\_\_\_

20. How many cumulative calendar days do you contend the vehicle was out of service for repair of one or more of the problems described in Question 17?

35 days

a. Did you notify the manufacturer (not the dealer) identified in Question 8 and, if applicable, the conversion company identified in Question 11 in writing after 15 or more days out of service?

Yes  No

If yes, date(s) the manufacturer and/or conversion company received notification:

Manufacturer: July 27<sup>th</sup> 2006 Conversion Company: \_\_\_\_\_

If no, explain why: \_\_\_\_\_

21. Following receipt of the notification, did the manufacturer, conversion company or authorized service agent (the dealer) have the opportunity to inspect or repair the vehicle?

Yes  No

If no, explain why: \_\_\_\_\_

22. Is the problem(s) about which you are complaining the result of an accident, abuse, neglect, modification or alteration by someone other than the manufacturer, conversion company or an authorized service agent (the dealer)?

Yes  No



1 Todd M. Friedman, Esq.- State Bar # 216752  
2 Jennifer Basola, Esq. - State Bar # 231538  
3 Krohn & Moss, Ltd.  
4 5055 Wilshire Blvd., Suite 300  
5 Los Angeles, CA 90036  
6 Telephone (323) 988-2400

7 Attorneys for Plaintiff, [REDACTED]

**FILED**

**JAN 09 2008**

KIM TURNER, Court Executive Officer  
MARIN COUNTY SUPERIOR COURT  
By: C. Larson, Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF MARIN**  
10 **UNLIMITED JURISDICTION**

11 [REDACTED] ) **CASE NO.** [REDACTED]  
12 Plaintiff, )  
13 vs. ) **COMPLAINT**  
14 FORD MOTOR COMPANY, ) **(Unlimited - Civil)**  
15 Defendant. )

16 COMPLAINT

17 NOW COMES the Plaintiff, [REDACTED] by and through Plaintiff's attorneys,  
18 KROHN & MOSS, LTD., and for Plaintiff's Complaint against Manufacturer, FORD MOTOR  
19 COMPANY, alleges and affirmatively states as follows:

20 PARTIES

- 21 1. Plaintiff, [REDACTED] ("Plaintiff"), is an individual who purchased subject  
22 vehicle in the State of California.  
23 2. Manufacturer, FORD MOTOR COMPANY ("Manufacturer"), is a corporation  
24 authorized to do business in the State of California and is engaged in the manufacture, sale, and  
25 distribution of motor vehicles and related equipment and services. Manufacturer is also in the



1 business of marketing, supplying and selling written warranties to the public at large through a  
2 system of authorized dealerships, including NOVATO FORD (Manufacturer) does business in  
3 all counties of the State of California.

4 BACKGROUND

5 3. On or about September 2, 2006, Plaintiff purchased from Seller a 200~~5~~<sup>6</sup> Ford F-  
6 350 ("F-350"), manufactured by Manufacturer, Vehicle Identification No.  
7 1FTWW31P76E [REDACTED] for valuable consideration (Plaintiff's purchase contract is attached as  
8 Exhibit "A").

9 4. The price of the F-350, including sales tax, registration charges, document fees  
10 and other collateral charges, such as bank and finance charges, totaled more than \$53,997.37.

11 5. In consideration for the purchase of the F-350, Manufacturer issued and supplied  
12 to Plaintiff several written warranties, as well as other standard warranties fully outlined in the  
13 Manufacturer's Warranty Booklet.

14 6. On or about September 2, 2006, Plaintiff took possession of the F-350 and shortly  
15 thereafter experienced the various defects listed below that substantially impair the use, value  
16 and/or safety of the F-350.

17 7. The defects listed below violate the express written warranties issued to Plaintiff  
18 by Manufacturer, as well as the implied warranty of merchantability.

- 19 a) Defective steering as evidenced by an excessive play in the steering, fluid leaking  
20 from front of the vehicle, and the steering wheel locking, the internal knock  
21 sound, and the looseness;
- 22 b) Defective steering and electrical as evidenced by an illumination of airbag light,  
23 inoperable horn, and inoperable cruise;
- 24 c) Defective steering and suspension as evidenced by shaking of the front end badly,  
25 rattling noise in the front end over bumps, steering wheel shudders and floor  
vibrates when going over bumps, clanking noise, steering wheel located off center  
to the right, the noise from the front of the vehicle, and the vibration from under  
the floorboard;
- d) Defective fuel system as evidenced by a low mileage, 7 mpg;

- 1 e) Defective transmission as evidenced by lack of power going uphill and poor fuel  
2 economy;
- 3 f) Defective engine as evidenced by the lack of power and poor fuel mileage;
- 4 g) Defective brakes as evidenced by the squeak from the right front and locking up;  
5 and
- 6 h) Any additional complaints made by our client, whether or not they are contained  
7 in your company's records or on any repair orders.

8 8. Plaintiff brought the F-350 to seller and/or other authorized service dealers of  
9 Manufacturer for various defects, including, but not limited to the following:

10 9. Plaintiff provided Manufacturer through Seller and/or other authorized dealers of  
11 Manufacturer sufficient opportunities to repair the F-350.

12 10. Manufacturer, through its authorized dealers was unable and/or failed to repair the  
13 F-350 within a reasonable number of attempts.

14 11. Plaintiff justifiably lost confidence in the F-350's reliability and said defects have  
15 substantially impaired the value of the F-350 to Plaintiff.

16 12. Said defects could have not been discovered by Plaintiff prior to Plaintiff's  
17 acceptance of the F-350.

18 13. As a result of said defects, Plaintiff revoked acceptance of the F-350 in writing on  
19 September 27, 2007 (A copy of said letter is attached hereto and marked as Exhibit "B").

20 14. At the time of revocation, the F-350 was in substantially the same condition as at  
21 delivery except for damage caused by its own defects and ordinary wear and tear.

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

24 16. The F-350 remains in a defective and unmerchantable condition, and continues to  
25 exhibit the above mentioned defects that substantially impair its use, value and/or safety.

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



1 18. Prior to filing this complaint, Plaintiff attempted to submit to Manufacturer's  
2 informal dispute resolution program and was unsatisfied with the results therein.

3  
4 COUNT I  
5 BREACH OF WRITTEN WARRANTY  
6 PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT  
7 MANUFACTURER

8 19. Plaintiff realleges and incorporates by reference as fully set forth herein,  
9 paragraphs 1-18 of this Complaint.

10 20. Plaintiff is a purchaser of a consumer product who received the F-350 during the  
11 duration of a written warranty period applicable to the F-350 and who is entitled by the terms of  
12 the written warranty to enforce against Manufacturer the obligations of said warranty.

13 21. Manufacturer is a person engaged in the business of making a consumer product  
14 directly available to Plaintiff.

15 22. Seller is an authorized dealership/agent of Manufacturer designed to perform  
16 repairs on vehicles under Manufacturer's automobile warranties.

17 23. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section, 2301 et. Seq.  
18 ("Warranty Act") is applicable to Plaintiff's Complaint in that the F-350 was manufactured, sold  
19 and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

20 24. Plaintiff's purchase of the F-350 was accompanied by written factory warranties  
21 for any non-conformities or defects in materials or workmanship, comprising an undertaking in  
22 writing in connection with the purchase of the F-350 to repair the F-350 or take other remedial  
23 action free of charge to Plaintiff with respect to the F-350 in the event that the F-350 failed to  
24 meet the specifications set forth in said undertaking.



1           25.     Said warranties were the basis of the bargain of the contract between the Plaintiff  
2 and Manufacturer for the sale of the F-350 to Plaintiff.

3           26.     Said purchase of Plaintiff's F-350 was induced by, and Plaintiff relied upon, these  
4 written warranties.

5           27.     Plaintiff has met all of Plaintiff's obligations and preconditions as provided in the  
6 written warranties.

7           28.     As a direct and proximate result of Manufacturer's failure to comply with its  
8 express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §  
9 2310(d), Plaintiff is entitled to bring suit for such damages and other equitable relief.  
10

11           WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- 12                   a.    Return of all monies paid or in the alternative applicable damages  
13                            pursuant to section 2714 of the Commercial Code, and all incidental and  
14                            consequential damages incurred;
- 15                   b.    All reasonable attorneys' fees, witness fees and all court costs and other  
16                            costs;
- 17                   c.    Such other and further relief that the Court deems just and appropriate.  
18

19                                    COUNT II  
20                                    BREACH OF IMPLIED WARRANTY  
21                                    PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT  
22                                    MANUFACTURER

23           29.     Plaintiff realleges and incorporates by reference as through fully set forth herein,  
24 paragraphs 1-18 of this complaint.

25           30.     The F-350 purchased 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 intended  
consumer, Plaintiff herein.

1           31.     Manufacturer is a supplier of consumer goods as a person engaged in the business  
2 of making a consumer product directly available to Plaintiff.

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

7           33.     Pursuant to 15 U.S.C. § 2308, Plaintiff's F-350 was impliedly warranted to be  
8 substantially free of defects and non-conformities in both material and workmanship, and  
9 thereby fit for the ordinary purpose for which the F-350 was intended.  
10

11           34.     The F-350 was warranted to pass without objection in the trade under the contract  
12 description, and was required to conform to the descriptions of the vehicle contained in the  
13 contracts and labels.

14           35.     The above described defects in the F-350 render the F-350 unfit for the ordinary  
15 and essential purpose for which the F-350 was intended.

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

18           WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

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



1  
2 COUNT III  
3 SONG-BEVERLY CONSUMER WARRANTY ACT

4 37. Plaintiff realleges and incorporates by reference as though fully set forth herein,  
5 paragraphs 1-18 of this Complaint.

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

8 39. Pursuant to Cal Civ. Code. § 1793.22(b)(2), Plaintiff has presented the F-350 to  
9 Seller and/or other authorized service dealers of Manufacturer within the term of protection and  
10 have tendered the subject vehicle four (4) or more times for the same defects and/or non-  
11 conformities within eighteen-thousand (18,000) miles and/or eighteen (18) months for the above-  
12 mentioned defects that substantially affect the use, value and safety of the F-350.

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

16 41. Manufacturer has willfully violated the provisions of this act by knowing of its  
17 obligations to refund or replace Plaintiff's vehicle, but failing to fulfill them.

18 WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- 19
- 20 a. Return of the F-350's purchase price and all incidental and
  - 21 consequential damages incurred by Plaintiff;
  - 22 b. Return of all finance charges incurred by Plaintiff for the F-350;
  - 23 c. All reasonable attorneys' fees, witness fees, court costs and other fees
  - 24 incurred by Plaintiff; and
  - 25 d. A civil penalty pursuant to Cal. Civ. Code § 1794 (c).



1 e. Such other and further relief that this Court deems just and appropriate.

2 COUNT IV  
3 SONG –BEVERLY CONSUMER WARRANTY ACT

4 42. Plaintiff realleges and incorporates by reference as though fully set forth herein,  
5 paragraphs 1-18 of this Complaint.

6 43. The F-350 purchased by Plaintiff was subject to an implied warranty of  
7 merchantability as defined in Cal. Civ. Code §1790 running from the Manufacturer to the  
8 intended consumer, Plaintiff herein.

9 44. Manufacturer is a supplier of consumer goods as a person engaged in the business  
10 of making a consumer product directly available to Plaintiff.

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

13 46. Pursuant to Cal. Civ. Code §1790, Plaintiff's F-350 was impliedly warranted to be  
14 fit for the ordinary use for which the F-350 was intended.

15 47. The F-350 was warranted to pass without objection in the trade under the contract  
16 description, and was required to conform to the descriptions of the vehicle contained in the  
17 contracts and labels.

18 48. The above described defects in the F-350 caused it to fail to possess even the most  
19 basic degree of fitness for ordinary use.

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

22 WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:  
23  
24  
25

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

8 PLAINTIFF HEREBY REQUESTS A JURY TRIAL IN THIS MATTER.

9 Dated this January 2, 2008

10  
11   
12 \_\_\_\_\_  
13 Todd M. Friedman, Attorney for  
14 Plaintiff,   
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All Action Details for Issue

[Print](#)

VIN: 1FTWW31P76F [REDACTED] Year: 2006 Model: F-SERIES SUPER DUTY Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2006-09-02  
Symptom Desc: SUSPENSION RIDE QUALITY 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: 07715 NOVATO FORD LINCOLN MERCURY Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 27060 MI Comm Type: MAIL  
Analyst Name: GRESS, JEFF Analyst: J-GRESS1  
Action Date: 11/01/2007 Action Time: 16.00.31.804 Action Data: No

Comments NEW CASE: FRD0756716. REPRESENTED BY TODD FRIEDMAN OF KROHN & MOSS. PROBLEMS: STEERING/SUSPENSION,STEERING/ELECTRICAL,FUEL ECONOMY,TRANSMISSION,ENGINE,BRAKES.

Action: OPEN - CABBB CASE ELIGIBLE  
Dealer: 07715 NOVATO FORD LINCOLN MERCURY Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 27060 MI Comm Type: MAIL  
Analyst Name: PATTERSON, DONNA Analyst: D-PATT25  
Action Date: 11/02/2007 Action Time: 21.00.48.589 Action Data: No

Comments OPEN - CABBB CASE ELIGIBLE

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 07715 NOVATO FORD LINCOLN MERCURY Origin Desc: CONSUMER AFFAIRS-DISPUTE  
Resolution Program  
Odometer: 27060 MI Comm Type: OTHER  
Analyst Name: GOFF (DGOFF9).DONNA Analyst: DGOFF9  
Action Date: 11/08/2007 Action Time: 10.17.50.393 Action Data: No

Comments DONNA GOFF -DRS--866-567-6518 EXT 7428--11/8/2007 10:16 AMINITIAL EMAIL SENT TO FIELD- NO OFFER WILL BE SUMMITTED TO THIS ATTORNEY CASE- NO WARRANTABLE CONCERNS DUE TO AFTERMARKET LIFT/ TIRES/EXHAUST

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 07715 NOVATO FORD LINCOLN MERCURY Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 27060 MI Comm Type: MAIL  
Analyst Name: GRESS, JEFF Analyst: J-GRESS1  
Action Date: 11/19/2007 Action Time: 21.00.40.532 Action Data: No

Comments HEARING SCHEDULED ON 11/24/07 AT

Action: ARBITRATION DECISION-DENIAL  
Dealer: 07715 NOVATO FORD LINCOLN MERCURY Origin Desc: BETTER BUSINESS BUREAU  
Odometer: 27060 MI Comm Type: MAIL  
Analyst Name: GRESS, JEFF Analyst: J-GRESS1  
Action Date: 12/05/2007 Action Time: 16.00.17.538 Action Data: No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL



**Action:** ASSUMED REJECTION OF DECISION  
**Dealer:** 07715 NOVATO FORD LINCOLN MERCURY      **Origin Desc:** BETTER BUSINESS BUREAU  
**Odometer:** 27060 MI      **Comm Type:** MAIL  
**Analyst Name:** GRESS, JEFF      **Analyst:** J-GRESS1  
**Action Date:** 01/03/2008      **Action Time:** 21.00.46.642      **Action Data:** Yes

**Comments** DATE OF REJECTION 01/03/08 ARBITRATED RESULTING IN A DENIAL

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF REJECTION	01/03/08

Ford Confidential

All Action Details for Issue

Print

VIN: 1FTWW31P76 [REDACTED] Year: 2006 Model: F-SERIES SUPER DUTY Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2006-09-02  
 Symptom Desc: STRG/HANDLING FUNCTION EXCESSIVE PLAY Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND  
 Dealer: 07715 NOVATO FORD LINCOLN MERCURY Origin Desc: OGC - CLAIMS - FD  
 Odometer: 22511 MI Comm Type: INBOUND MAIL-OTHER  
 Analyst Name: JACKSON (CJACKS84),CELESTE Analyst: CJACKS84  
 Action Date: 10/03/2007 Action Time: 11.52.53.685 Action Data: Yes

Comments \*\*\*\*\*ATTORNEY DEMAND\*\*\*\*\*DATE STAMP:10-02-07; ATTORNEY ALLEGES CLIENT CONCERN AS STEERING, AIRBAG LIGHT, HORN AND CRUISE INOPERABLE, FRONT END SHAKING, RATTLING NOISE IN FRONT END OVER BUMPS, FUEL SYSTEM, AND TRANSMISSION.ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	KROHN & MOSS
ATTORNEY NAME	TODD FRIEDMAN
ATTORNEY PHONE NUMBER	3239882400
ANALYST ID	BBENNIN1

Action: SEND ACKNOWLEDGEMENT LETTER TO ATTORNEY  
 Dealer: 07715 NOVATO FORD LINCOLN MERCURY Origin Desc: OGC - CLAIMS  
 Odometer: 22511 MI Comm Type: OUTBOUND FAX-OTHER  
 Analyst Name: BENNING,BRENDA Analyst: BBENNIN1  
 Action Date: 10/03/2007 Action Time: 15.01.36.220 Action Data: No

Comments LPA SENT ATTORNEY ACKNOWLEDGEMENT LETTER.

Action: CLOSING COMMENTS - NO RESPONSE TO OFFER  
 Dealer: 07715 NOVATO FORD LINCOLN MERCURY Origin Desc: OGC - CLAIMS  
 Odometer: 22511 MI Comm Type: OUTBOUND FAX-OTHER  
 Analyst Name: BENNING,BRENDA Analyst: BBENNIN1  
 Action Date: 10/22/2007 Action Time: 09.01.27.142 Action Data: No

Comments LPA DID NOT RECEIVE ANY REQUESTED DOCUMENTS FROM ATTORNEY TO REVIEW CLAIM.

Action: CLOSING COMMENTS - DENIAL - BASED ON LITIGATION PREVENTION REVIEW  
 Dealer: 07715 NOVATO FORD LINCOLN MERCURY Origin Desc: OGC - CLAIMS  
 Odometer: 22511 MI Comm Type: OTHER  
 Analyst Name: BENNING,BRENDA Analyst: BBENNIN1  
 Action Date: 11/19/2007 Action Time: 09.24.48.670 Action Data: No

Comments LPA SENT ATTORNEY DENIAL LETTER AFTER REVIEWING CLAIM AND DOCUMENTS FROM ATTORNEY.

All Action Details for Issue

Print

VIN: 1FTWW31P76 [REDACTED] Year: 2006 Model: F-SERIES SUPER DUTY Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2006-09-02  
Symptom Desc: AXLE CONCERNS ALL/4 WHL DRIVE NOISE/CHATTER Primary Phone: [REDACTED]  
Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone: [REDACTED]  
Issue Type: 04 REGION Issue Status: CLOSED  
Initial Customer Contact: 08/22/2007

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST  
Dealer: 07715 NOVATO FORD LINCOLN MERCURY Origin Desc: US CONCERN CASE BASE  
Odometer: 22511 MI Comm Type: PHONE  
Analyst Name: MATTHEW CUSICK (MCUSICK1) Analyst: MCUSICK1  
Action Date: 08/21/2007 Action Time: 18.00.04.440 Action Data: No

Comments CUSTOMER SAID: =CUST CALLING TO REQUEST THAT HIS TRUCK GETS A WHOLE NEW FRONT END OR THAT FORD BUYBACK HIS VEH=CUST IS NOW TAKING HIS VEH IN FOR A 5TH TIME FOR THE SAME CONCERN=CUST CAN HEAR A NOISE WHEN TURNING AND WHEN HE IS GOING UP A HILL OR INCLINE LIKE A DRIVEWAY=THE VEH ALSO HAS A LOSS OF POWER WHEN GOING UP A HILL=CUST WANTS THE VEH REPAIRED OR REPLACED====DEALER SAID: NOVATO FORD LINCOLN MERCURY6995 REDWOOD HIGHWAY NOVATO, CA 94948TEL:(415) 892-4286=NONE====CRC ADVISED: I HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A CUSTOMER CARE SPECIALIST TO DISCUSS YOUR CONCERNS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD 'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY\*\*\* NOTE TO CSR IF CUSTOMER IS REQUIRING A TIMEFRAME PROVIDE 2-5 BUSINESS DAYS.

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 07715 NOVATO FORD LINCOLN MERCURY Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 22511 MI Comm Type: PHONE  
Analyst Name: CRISTIANO (TCRISTIA),TAMALLA Analyst: TCRISTIA  
Action Date: 08/22/2007 Action Time: 15.32.37.383 Action Data: No

Comments \*\*\*CCS TAMMY EXT 7105\*\*\*MADE OBC TO THE DEALERSHIP AND LM ON VM FOR SM JOE PROVIDING TOLL FREE NUMBER AND REQUESTED A RETURN CALL. MADE OBC TO THE CUSTOMER AND LM ON VM PROVIDING TOLL FREE NUMBER AND REQUESTED A RETURN CALL. SET A FOLLOW UP FOR WED 8-29-07 BY 5:00 PM PST

Action: DOCUMENT ADDITIONAL INFORMATION  
Dealer: 07715 NOVATO FORD LINCOLN MERCURY Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
Odometer: 22511 MI Comm Type: PHONE  
Analyst Name: CRISTIANO (TCRISTIA),TAMALLA Analyst: TCRISTIA  
Action Date: 08/23/2007 Action Time: 15.42.54.702 Action Data: No

Comments \*\*\*CCS TAMMY EXT 7105\*\*\* RECEIVED A MESSAGE ON MY VM STATING THE CUSTOMER'S VEHICLE IS NOT AT THE DEALERSHIP.



**Action:** TRANSFER ISSUE

**Dealer:** 07713 HENRY CURTIS FORD-MERCURY

**Origin Desc:** CUSTOMER CARE SOLUTIONS  
TEAM

**Odometer:** 22511 MI

**Comm Type:** PHONE

**Analyst Name:** CRISTIANO  
(TCRISTIA),TAMALLA

**Analyst:** TCRISTIA

**Action Date:** 08/29/2007

**Action Time:**  
19.12.48.380

**Action Data:** No

**Comments** \*\*\*CCS TAMMY EXT 7105\*\*\*\* MADE OBC TO THE CUSTOMER AN HE SAID WHENEVER HE HITS ANY POTHLES THE FRONT END OF THE VEHICLE SHAKES AND WOBLES. THE CUSTOMER SAID HE WANTS THE FRONT END AXLES AND SUSPENSION REPLACED. THE CUSTOMER ALSO HAS A CONCERN WITH THE FUEL ECONOMY HE STATED HE IS GETTING 6-10 MPG. THE CUSTOMER SAID HE HAS TAKEN THE VEHICLE TO THE DEALERSHIP 5 TIMES IN THREE MONTHS AND THE CUSTOMER IS BEING TOLD THIS IS A NORMAL OPERATING CHARACTERISTIC. INFORMED THE CUSTOMER THAT IN ORDER TO MAKE A REPAIR WE DO NEED TO GET A DIAGNOSIS. THE CUSTOMER DECIDED TO GET A SECOND OPINION AND WILL CALL HENRY CURTIS AND MAKE AN APPT. INFORMED THE CUSTOMER I WOULD ASSIST WITH A RENTAL WHILE HIS VEHICLE IS AT THE DEALERSHIP. SET A FOLLOW UP FOR FRIDAY 9-7-07 BY 5:00 PM PST

**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 07713 HENRY CURTIS FORD-MERCURY

**Origin Desc:** CUSTOMER CARE SOLUTIONS  
TEAM

**Odometer:** 22511 MI

**Comm Type:** PHONE

**Analyst Name:** CRISTIANO  
(TCRISTIA),TAMALLA

**Analyst:** TCRISTIA

**Action Date:** 09/10/2007

**Action Time:**  
19.41.35.524

**Action Data:** No

**Comments** \*\*\*CCS TAMMY EXT 74105\*\*\* MADE OBC TO THE CUSTROMER AND HE WILL MAKE AN APPOINTMENT AND CALL TO LET ME KNOW WHEN AND WHERE HE IS TAKING THE VEHICLE. WILL FOLLOW UP TUESDAY 7-18-07 BY 5:0 PM PST

**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 07713 HENRY CURTIS FORD-MERCURY

**Origin Desc:** CUSTOMER CARE SOLUTIONS  
TEAM

**Odometer:** 22511 MI

**Comm Type:** PHONE

**Analyst Name:** CRISTIANO  
(TCRISTIA),TAMALLA

**Analyst:** TCRISTIA

**Action Date:** 09/18/2007

**Action Time:**  
17.05.58.016

**Action Data:** No

**Comments** \*\*\*CCS TAMMY EXT 7105\*\*\*\*MADE OBC TO THE CUSTOMER AND HE IS TAKING THE VEHICLE TO FORDOF MARIN THURSDAY. THE CUSTOMER IS REQUESTING RENTAL ASSISTANCE. MADE OBC TO THE DEALERSHIP AND SPOKE TO VICTOR TO LET HIM KNOW I WOULD COVER THE RENTAL WITH A P98 CODE AND REQUESTED THE SERVICE DEPT TO CONTACT THE TECH HOTLINE. SET A FOLLOW UP FOR THURSDAY 5-20-07 BY 5:00 PM PST

**Action:** TRANSFER ISSUE

**Dealer:** 06046 FORD OF MARIN

**Origin Desc:** CUSTOMER CARE SOLUTIONS  
TEAM

**Odometer:** 22511 MI

**Comm Type:** PHONE

**Analyst Name:** CRISTIANO  
(TCRISTIA),TAMALLA

**Analyst:** TCRISTIA

**Action Date:** 09/18/2007

**Action Time:**  
17.07.49.276

**Action Data:** No

Comments \*\*\*CCS TAMMY EXT 7105\*\*\* TRANSFER TO FORD OF MARIN

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 06046 FORD OF MARIN

Origin Desc: CUSTOMER CARE SOLUTIONS  
TEAM

Odometer: 22511 MI

Comm Type: PHONE

Analyst Name: CRISTIANO  
(TCRISTIA),TAMALLA

Analyst: TCRISTIA

Action Date: 09/20/2007

Action Time:  
19.54.54.613

Action Data: No

Comments \*\*\*CCS TAMMY EXT 7105\*\*\*MADE OBC TO THE DEALERSHIP AND SPOKE TO SA VICTOR. THE CUSTOMER STATES HE PURCHASED THE VEHICLE FROM ANOTHER DEALERSHIP WITH A LFT KIT. THE VEHICLE HAS A 8-10 INCH LIFT. THE SERVICE DEPT WILL CONTACT THE TECH HOTLINE FOR SUGGESTIONS. SET A FOLLOW UP FOR MONDAY 9-24-07 BY 5:00 PM PST

Action: AWAITING ASSISTANCE - TECHNICAL HOTLINE

Dealer: 06046 FORD OF MARIN

Origin Desc: DEALER

Odometer: 22511 MI

Comm Type: VISIT

Analyst Name: HALL, JAMIE

Analyst: J-HALL52

Action Date: 09/24/2007

Action Time: 13.52.39.302

Action Data: No

Comments CUSTOMER CAME INTO OUR DEALERSHIP AFTER HAVING BEEN AT NOVATO FORD MULTIPLE TIMES. NO SATISFACTION WAS GIVEN TO CUSTOMER REGARDING THE REPAIR OF HIS VEHICLE. VEHICLE HAS BEEN LIFTED AND AT THIS TIME FORD'S RESPONSE TO CUSTOMER IS THAT THERE CAN BE NO WARRANTY REPAIRS PERFORMED ON VEHICLE DUE TO THE FACT THAT IT HAS BEEN ALTERED FROM FACTORY STOCK.

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 06046 FORD OF MARIN

Origin Desc: CUSTOMER CARE SOLUTIONS  
TEAM

Odometer: 22511 MI

Comm Type: PHONE

Analyst Name: CRISTIANO  
(TCRISTIA),TAMALLA

Analyst: TCRISTIA

Action Date: 09/24/2007

Action Time:  
19.32.05.283

Action Data: No

Comments \*\*\*CCS TAMMY EXT 7105\*\*\* MADE OBC TO THE DEALERSHIP AND SPOKE TO SM JAMIE, THE CUSTOMER HAS A 8 TO 10 LIFT ON THE VEHICLE. TECH HOTLINE WAS CONTACTED. CUSTOMER STATES HE PURCHASED THE VEHICLE THIS WAY. THE CONCERNS THE CUSTOMER IS HAVING MAY BE RELATED TO THE LIFT KIT THAT WAS INSTALLED. MADE OBC TO THE CUSTOMER TO LET HIM KNOW THIS MAY NOT BE A WARRANTABLE REPAIR DUE TO THE MODIFICATION. THE CUSTOMER WAS IS REQUESTING A VEHICLE REPLACEMENT AND I INFORMED THE CUSTOMER OUR OBLIGATION IS TO ENSURE THE VEHICLE IS OPERATING PROPERLY. THE CUSTOMER SAID HE WOULD NEVER BUY ANOTHER FORD. MADE OBC TO SELLING DEALER NOVATO AND SPOKE TO SM JOE, HE IS WILLING TO INSPECT THE VEHICLE AND ASKED THAT I REFER THE CUSTOMER OVER. MADE OBC TO THE CUSTOMER AND ASKED HIM TO TAKE THE VEHICLE TO NOVATO AND HE AGREED. SET A FOLLOW UP FOR THURSDAY 9-27-07 BY 5:00 PM PST MADE OBC TO NOVATO AND LM ON VM I WOULD ASSIST WITH A RENTAL

Action: TRANSFER ISSUE

Dealer: 07715 NOVATO FORD LINCOLN MERCURY

Origin Desc: CUSTOMER CARE SOLUTIONS  
TEAM

Odometer: 22511 MI

Comm Type: PHONE

Analyst Name: CRISTIANO  
(TCRISTIA),TAMALLA

Analyst: TCRISTIA

Action Date: 09/24/2007

Action Time:

Action Data: No



19.33.39.991

**Comments** \*\*\*CCS TAMMY EXT 7105\*\*\* TRANSFER TO NOVATO FORD

**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 07715 NOVATO FORD LINCOLN MERCURY  
**Odometer:** 22511 MI  
**Analyst Name:** CRISTIANO (TCRISTIA),TAMALLA  
**Action Date:** 09/25/2007  
**Comm Type:** PHONE  
**Analyst:** TCRISTIA  
**Action Time:** 16.12.46.747  
**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Action Data:** No

**Comments** \*\*\* CCS TAMMY EXT 7105\*\*\* RECEIVED A CALL FROM SM JAMIE STATING THE CUSTOMER CAME IN TODAY STATING HE WAS GOING TARNISH THE DEALERSHIP'S REPUTATION. SM JAMIE HAS TALKED TO SM JOE REGARDING THE CUSTOMER AND JAMIE WILL CONTACT THE CUSTOMER AND LET HIM KNOW THAT DUE TO THE MODIFICATION HE NEEDS TO TAKE THE VEHICLE TO NOVATO FOR THE REPAIR.

**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 07715 NOVATO FORD LINCOLN MERCURY  
**Odometer:** 22511 MI  
**Analyst Name:** CRISTIANO (TCRISTIA),TAMALLA  
**Action Date:** 09/25/2007  
**Comm Type:** PHONE  
**Analyst:** TCRISTIA  
**Action Time:** 17.26.29.053  
**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Action Data:** No

**Comments** \*\*\* CCS TAMMY EXT 7105\*\*\* THE SERVICE MANAGER AT FORD OF MARIN HAS ADVISED THERE IS AN AFETR MARKET LIFT KIT AND A AFTER MAKRET EXHAUST SYSTEM.

**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 07715 NOVATO FORD LINCOLN MERCURY  
**Odometer:** 22511 MI  
**Analyst Name:** CRISTIANO (TCRISTIA),TAMALLA  
**Action Date:** 09/25/2007  
**Comm Type:** PHONE  
**Analyst:** TCRISTIA  
**Action Time:** 17.43.36.928  
**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Action Data:** No

**Comments** \*\*\* CCS TAMMY EXT 7105\*\*\* MADE OBC TO THE CUSTOMER AND EXPLAINED HE HAS A 3/36 THAT CAME FROM FMC WITH HIS VEHICLE. THERE IS A 5/100,000 ON THE 6.0 ENGINE COMPONENTS. ANY MODIFICATION TO THE VEHICLE ARE NOT COVERED UNDER THE FACTORY WARRANTY. I ADVISED THE CUSTOMER TO TAKE THE VEHICLE TO NOVATO FORD FOR HIS CONCERNS TO BE ADDRESSED AND HE DECLINED. WILL REVIEW WITH ZM.

**Action:** DOCUMENT ADDITIONAL INFORMATION  
**Dealer:** 07715 NOVATO FORD LINCOLN MERCURY  
**Odometer:** 22511 MI  
**Analyst Name:** CRISTIANO (TCRISTIA),TAMALLA  
**Action Date:** 09/26/2007  
**Comm Type:** PHONE  
**Analyst:** TCRISTIA  
**Action Time:** 12.43.29.758  
**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM  
**Action Data:** No

**Comments** \*\*\*CCS TAMMY EXT 7105\*\*\* MADE OBC TO ZM AND LM ON VM STATING THE CUSTOMER IS REFUSING



TO PICK UP HIS VEHICLE FROM FORD OF MARIN. AND THE CUSTOMER IS REFUSING TO TAKE THE VEHICLE TO THE DEALERSHIP THAT MODIFIED THE VEHICLE. MODIFICATION WILL NOT BE COVERED UNDER FACTORY WARRANTY. THE CUSTOMER WANTS OUT OF THE IS VEHICLE SO HE CAN PURCHASE A CHEVROLET. THE CUSTOMER SAID HE WOULD NEVER BUY ANOTHER FORD. THE CUSTOMER STATED THAT IF I DID NOT PROVIDE THE RESOLUTION HE WAS SEEKING HE WOULD GO OVER MY HEAD, IN FACT HE WAS GOING TO EMAIL A FRIEND THAT WORKS FOR FORD REGARDING THIS UNSATISFACTORY EXPERIENCE. SEEKING TO FIND ZM'S OPINION REGARDING CASE,

**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 07715 NOVATO FORD LINCOLN MERCURY

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 22511 MI

**Comm Type:** PHONE

**Analyst Name:** CRISTIANO (TCRISTIA),TAMALLA

**Analyst:** TCRISTIA

**Action Date:** 09/26/2007

**Action Time:** 14.43.10.783

**Action Data:** No

**Comments** \*\*\*CCS TAMMY EXT 7105\*\*\* RECEIVED A MESSAGE ON MY VM FROM ZM STATING IN THIS CASE THIS IS THE CORRECT COURSE OF ACTION.

**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 07715 NOVATO FORD LINCOLN MERCURY

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 22511 MI

**Comm Type:** PHONE

**Analyst Name:** CRISTIANO (TCRISTIA),TAMALLA

**Analyst:** TCRISTIA

**Action Date:** 09/26/2007

**Action Time:** 19.58.14.523

**Action Data:** No

**Comments** \*\*\*CCS TAMMY EXT 7105\*\*\*MADE OBC TO THE DEALERSHIP AND SPOKE TO SM JOE, HE HAD A MEETING EARLIER TODAY WITH THE CUSTOMER AND ASKED HIM TO BRING THE VEHICLE BACK TO NOVATO FOR A DIAGNOSIS. THE SM SAID HE WOULD GET EVERYBODY AT THE DEALERSHIP INVOLVED TO ENSURE A SUCCESSFUL RESOLUTION. INFORED THE SM I WAS GOING TO ASK THE CUSTOMER TO BRING THE VEHICLE TO NOVATO AND FMC WILL NOT COVER ANY RENTAL EXPENSES AFTER TODAY. MADE OBC TO THE CUSTOMER AND HE WAS UNABLE TO TALK BECAUSE HE WAS AT A BALL GAME. ASKED THE CUSTOMER TO CALL ME AT HIS CONVENIENCE OTHERWISE I WOULD CALL HIM THURSDAY 9-27-2007 BY 5:00 PM PST

**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 07715 NOVATO FORD LINCOLN MERCURY

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 22511 MI

**Comm Type:** PHONE

**Analyst Name:** CRISTIANO (TCRISTIA),TAMALLA

**Analyst:** TCRISTIA

**Action Date:** 09/27/2007

**Action Time:** 16.49.40.754

**Action Data:** No

**Comments** \*\*\*CCS TAMMY EXT 7105\*\*\* RECEIVED A MESSAGE ON MY VM FROM THE CUSTOMER STATING HE RETAINED AN ATTORNEY AND FMC WILL BE RECEIVING A LETTER WITHIN A FEW DAYS. THE CUSTOMER ASKED THAT I CALL HIM AND PROVIDE A RESOLUTION.

**Action:** DOCUMENT ADDITIONAL INFORMATION

**Dealer:** 07715 NOVATO FORD LINCOLN MERCURY

**Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM

**Odometer:** 22511 MI

**Comm Type:** PHONE

**Analyst Name:** CRISTIANO

**Analyst:** TCRISTIA

(TCRISTIA),TAMALLA

Action Date: 09/27/2007

Action Time:  
17.14.41.158

Action Data: No

Comments \*\*\*CCS TAMMY EXT 7105\*\*\* MADE OBC TO THE CUSTOMER AND LM ON VM PROVIDING TOLL FREE NUMBER AND REQUESTED A RETURN CALL. SET A FOLLOW UP FOR FRIDAY 9-28-07 BY 5:00 PM PST

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 07715 NOVATO FORD LINCOLN MERCURY

Origin Desc: CUSTOMER CARE SOLUTIONS  
TEAM

Odometer: 22511 MI

Comm Type: PHONE

Analyst Name: CRISTIANO  
(TCRISTIA),TAMALLA

Analyst: TCRISTIA

Action Date: 09/27/2007

Action Time:  
17.48.52.869

Action Data: No

Comments \*\*\*CCS TAMMY EXT 7105\*\*\* MADE OBC TO THE CUSTOMER TO PROVIDE THE RESOLUTION. JAMIE THE SERVICE MANAGER AT FORD OF MARIN HAS STATED HE THINKS THE CUSTOMER'S CONCERN IS DIRECTLY RELATED TO THE LIFT KIT THAT WAS INSTALLED AFTER IT LEFT THE FACTORY. INFORMED THE CUSTOMER HE HAS A 3 YR / 36,000 MILE BTB WARRANTY THAT WOULD COVER DEFECTS DUE TO MATERIAL OR WORKMANSHIP. THE BTB WOULD NOT COVER MODIFICATIONS MADE TO THE VEHICLE AFTER IT LEFT THE FACTORY. NOVATO FORD HAS AGREED TO DIAGNOSE THE CUSTOMER'S VEHICLE AND ADDRESS HIS CONCERNS AS APPROPRIATE. THE CUSTOMER IS REFUSING TO PICK UP HIS VEHICLE UNLESS HE RECEIVES THE INFORMATION I PROVIDED TODAY IN WRITING. I INFORMED THE CUSTOMER THAT IF HE DOES NOT PICK UP HIS VEHICLE WITHIN A REASONABLE PERIOD TIME HE MAY BE CHARGED A STORAGE FEE. ENSURED THE CUSTOMER HAD A UNDERSTANDING OF THE RESOLUTION PROVIDED. THE CUSTOMER STATED HE RETURNED THE RENTAL VEHICLE TODAY. THE CUSTOMER REQUESTED A SUPERVISOR CALL HIM AND I PROVIDED A 48 HR TIME FRAME. SENT REQUEST TO TL PAUL. NO FURTHER ACTION REQUIRED.

Action: DOCUMENT INFORMATION AND CLOSE CONTACT

Dealer: 07715 NOVATO FORD LINCOLN MERCURY

Origin Desc: CUSTOMER CARE SOLUTIONS  
TEAM

Odometer: 22511 MI

Comm Type: PHONE

Analyst Name: GUSTKE  
(PGUSTKE),PAUL

Analyst: PGUSTKE

Action Date: 09/28/2007

Action Time:  
13.49.59.143

Action Data: No

Comments LCCS PAUL X 7240\*\*\*SUP ESCALATION FIRST ATTEMPT\*\*OBC TO CUST TO DISCUSS VEH CONCERNS --CUST STATES NUMEROUS CONCERNS WITH THE FRONT END AND STEERING SYSTEM ON VEH --CUST STATES WHEN HITTING A BUMP THERE IS A SEVERE VIBRATION ----CUST STATES THAT THE DLR HAS ADV HIM DUE TO THE AFTERMARKET MODIFICATIONS DONE TO THE VEHICLE(LIFT AND TIRES) THE REPAIRS ARE NON WARRANTABLE--CUST STATES HE IS SEEKING FOR FMC TO REPAIR OR REPURCHASE THE VEH DUE TO SAFETY CONCERN AND THE VEH WAS SOLD TO HIM MODIFIED--ADV CUST THAT I UNDERSTAND FRUSTRATIONS --ADV CUST THAT FMC IS NOT RESPONSIBLE FOR AFTERMARKET MODIFICATIONS--ADV CUST THAT HE WOULD HAVE TO ADDRESS THE MATTER WITH THE SELLING DLR---ADV CUST THAT UNTIL THE VEH IS RETURNED TO STOCK FMC CANNOT PROVIDE ASSISTANCE---ADV CUST THAT DLRS ARE INDEPENDENT BUISNESS--CUST ADV UNACCEPTABLE RESOLUTION AND WILL NEVER PURCHASE ANOTHER FORD AND WRITE IN A LETTER----ADV CUST THAT IT IS UNFORTUNATE HE FEELS THAT WAY--THANKED CUST FOR TIME\*\*\*CLOSE CASE AS CUST HAS RECEIVED RESOLUTION \*\*NO FURTHER ACTION NEEDED BY CCST\*

Ford Confidential



All Action Details for Issue

[Print](#)

VIN: 1FTWW31P768 [REDACTED] Year: 2006 Model: F-SERIES SUPER DUTY Case: [REDACTED]  
Name: [REDACTED] Owner Status: Original WSD: 2006-09-02  
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: 22511 MI

Comm Type: PHONE

Analyst Name: MATTHEW CUSICK (MCUSICK1)

Analyst: MCUSICK1

Action Date: 08/21/2007

Action Time: 17.46.49.410 Action Data: No

Comments CUSTOMER PROFILE UPDATE

Ford Confidential



Server: AWS Prod  
 Claims loaded through: 01-FEB-2008

## STANDARD CLAIMS LIST

### AWS Online Report

Run Date: 05-FEB-2008

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
1FTWW31P76E[REDACTED]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	14-09-05	02-09-06	172035	USA	4	5001	6C3Z	3504	A	S10	S10	V87	N58	33
<b>AWS Claim Key:</b>	2412783	<b>Doc #:</b>	06997702	<b>Trx Code:</b>	1	<b>Labor Hrs:</b>	3	<b>Labor Cost:</b>	316.96	<b>Material Cost:</b>	721.83	<b>Total Cost:</b>	1038.79										
<b>Dlr Cd-Sub Cd:</b>	07715.*	<b>Name:</b>	NOVATO FORD LINCOLN MERCURY	<b>Ph:</b>	415-8924286	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	08-DEC-2006	<b>DIST(Mile):</b>	3836								
<b>Cust Comments:</b>	CHECK AND ADVISE CUSTOMER STATES EXCESSIVE PLAY IN STEERING																						
<b>Tech Comments:</b>	FOUND STEERING BOX OUTPUT SHAFT HAD EXCESSIVE PLAY, REPLACED STEERING BOX, BLEED AIR OUT OF SYSTEM ROAD TESTED OK																						
1FTWW31P76E[REDACTED]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	14-09-05	02-09-06	172035	USA	7	5R14	5C3Z	14A664	AA	S08	S08	V05	S25	42
<b>AWS Claim Key:</b>	3221396	<b>Doc #:</b>	07269301	<b>Trx Code:</b>	E84	<b>Labor Hrs:</b>	1.2	<b>Labor Cost:</b>	126.78	<b>Material Cost:</b>	50.41	<b>Total Cost:</b>	177.19										
<b>Dlr Cd-Sub Cd:</b>	07715.*	<b>Name:</b>	NOVATO FORD LINCOLN MERCURY	<b>Ph:</b>	415-8924286	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	23-MAR-2007	<b>DIST(Mile):</b>	12366								
<b>Cust Comments:</b>	CHECK AND ADVISE CUSTOMER STATES AIR BAG LIGHT ON, HORN INOP CRUISE INOP, STEERING WHEEL RADIO CONTROLS INOP																						
<b>Tech Comments:</b>	TESTED AND FOUND CLOCK SPRING DEFECTIVE, REPLACED AND RESTORED COLUMN AND TESTED OK																						
1FTWW31P76E[REDACTED]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	14-09-05	02-09-06	172035	USA	10	5N01	5C3Z	3E651	D	S13	S10	V89	N22	07
<b>AWS Claim Key:</b>	3990801	<b>Doc #:</b>	07495601	<b>Trx Code:</b>	E84	<b>Labor Hrs:</b>	9	<b>Labor Cost:</b>	98.22	<b>Material Cost:</b>	133.84	<b>Total Cost:</b>	232.06										
<b>Dlr Cd-Sub Cd:</b>	07715.*	<b>Name:</b>	NOVATO FORD LINCOLN MERCURY	<b>Ph:</b>	415-8924286	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	20-JUN-2007	<b>DIST(Mile):</b>	18600								
<b>Cust Comments:</b>	CUSTOMER STATES THE FRONT END SHAKES REALLY BAD, DOES IT ON EVEN ON FLAT ROADS. CHECK AND ADVISE																						
<b>Tech Comments:</b>	INSPECTED AND VERIFIED CUSTOMERS CONCERN. INSTALLED DUAL STEERING STABILIZER AND RECHECKED, ALL OK AT THIS TIME																						
1FTWW31P76E[REDACTED]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	14-09-05	02-09-06	172035	USA	12	5001	6C3Z	3504	A	S10	S10	V87	N58	33
<b>AWS Claim Key:</b>	4217575	<b>Doc #:</b>	07596401	<b>Trx Code:</b>	E84	<b>Labor Hrs:</b>	2.3	<b>Labor Cost:</b>	251.03	<b>Material Cost:</b>	737.99	<b>Total Cost:</b>	989.02										
<b>Dlr Cd-Sub Cd:</b>	07715.*	<b>Name:</b>	NOVATO FORD LINCOLN MERCURY	<b>Ph:</b>	415-8924286	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	30-JUL-2007	<b>DIST(Mile):</b>	21190								
<b>Cust Comments:</b>	CUSTOMER STATES THERES A RATTLE NOISE IN THE FRONT END GOING OVER BUMPS AND VIBRATES CHECK REPORT																						

**Tech Comments:** REPLACED STEERING BOX,REPLACED 2 BOLTS IN FRONT SWAY BAR EXS TENSION,RETORQUES RADIUS ARM BUSHINGS

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1FTWW31P76[REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 14-09-05 02-09-06 172035 USA 12 2G05 \* RECAL \* S12 S11 V46 D35 42  
**AWS Claim Key:** 4217574 **Doc #:** 07596402 **Trx Code:** E84 **Labor Hrs:** 1.1 **Labor Cost:** 120.05 **Material Cost:** 0 **Total Cost:** 120.05  
**Dir Cd-Sub Cd:** 07715-\* **Name:** NOVATO FORD LINCOLN MERCURY **Ph:** 415-8924286 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**30-JUL-2007 **DIST(Mile):**21190  
**Cust Comments:** CUSTOMER STATES WHEN GOING UP THE WALSO GRADE TRUCK LACKS POWER DROPS DOWN 2 GEARS CHECK REPORT, POOR GAS MILAGE  
**Tech Comments:** REPROGRAMED TCM,WITH NEW UPDATE,TEST DROVE WITH SERVICE MANAGER,UP WALDO GRADE ALL OK AT THIS TIME UNABLE TO DUPLICATE LACK OF POWER

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1FTWW31P76[REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 14-09-05 02-09-06 172035 USA 14 5001 7C3Z 3504 A S10 S10 V87 N58 41  
**AWS Claim Key:** 4742299 **Doc #:** 07783102 **Trx Code:** E84 **Labor Hrs:** 2.3 **Labor Cost:** 251.03 **Material Cost:** 543.73 **Total Cost:** 794.76  
**Dir Cd-Sub Cd:** 07715-\* **Name:** NOVATO FORD LINCOLN MERCURY **Ph:** 415-8924286 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**08-OCT-2007 **DIST(Mile):**25222  
**Cust Comments:** CUSTOMER STATES AFTER HAVING STEERING WHEEL TURNED AND THEN ACCELORATING STEERING WHEEL LOCKED AND WOULD NOT RETURN  
**Tech Comments:** CHECKED AND FOUND INTERNAL KNOCK SOUND IN STEERING BOX WHEN TURNING STEERING WHEEL BACK AND FORTH, ALSO FELT LOOSNESS WHILE DRIVING VEHICLE REPLACED STEERING BOX AND ROAD TESTED GOOD STEERING WHEEL STRAIGHT FINAL ROAD TEST BY SERVICE MANAGER

Any comments? You can contact



*webmaster*

Wright



MANUFACTURER RESPONSE FORM (CALIFORNIA)

Case Number: [Redacted]
Customer Name: [Redacted]
Warranty Start Date: 2/26/07

Vehicle: 2006 F-350
VIN: 1FTWW31P76E [Redacted]
Mileage: 27,060

Purchased: [X] New [ ] Used (mileage and date of purchase) [ ] Leased (terms of lease)
This claim is: [X] IN Bumper-to-Bumper Warranty [ ] IN Diesel Warranty [ ] OUT of all Warranties
Extended Service Plan: [ ] NO [ ] YES Ford Powertrain 60/60

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

- Steering/ suspension
Steering/electrical
Electrical
Transmission
Engine
Brakes
Fuel Economy

MANUFACTURER'S POSITION: Ford Motor Company Warranty Manuals and New Vehicle Owner's Manuals document the following information regarding modifications to Ford Vehicles:

1. Some aftermarket products may cause severe engine and/or transmission damage; refer to the "What is not covered" section in "The new vehicle limited warranty for your vehicle" chapter of your vehicle's "Warranty Guide" for more information. Your vehicle's Powertrain Control Systems can detect and store information about vehicle modifications that increase horsepower and torque output. This information cannot be erased and will stay in the system's memory even if the modification is removed. The Information can be retrieved by Ford Motor Company, Ford of Canada, and service and repair facilities when servicing your vehicle. This information may be used to determine if repairs will be covered by warranty.
2. Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in What Is Not Covered?





### **3. Damage Caused by Alteration or Modification**

**The New Vehicle Limited Warranty does not cover any damage caused by:**

- **alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company**
- **tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)**
- **the installation or use of a non-Ford Motor Company part (other than a "certified" emissions part) or any part (Ford or non-Ford) designed for "off-road use only" installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components, and performance "chips".**

**Adding aftermarket components to a vehicle does not automatically void the warranty nor automatically void the cost of repair under warranty. This vehicle is outfitted with an 8" to 10" lift kit and an aftermarket exhaust. Please note that the warranty has not been voided on this vehicle as the consumer states. Only the repairs where aftermarket components have caused failure/issues will not be covered. Any and all verifiable warrantable concerns have be covered under the warranty.**

**It has been determined by the dealership that inspected the vehicle and directly spoke with the Ford Hotline Engineers, that the consumer's concerns are a direct result of the vehicle's modifications. And while the consumer has stated that he purchased the vehicle from a Ford dealership with the modifications, the fact remains that any after market modifications that cause subsequent necessary repairs, are not due to a factory defect and as such are not covered by the warranty. Further, dealerships are independently owned and operated and may offer and sell products not under factory warranty. Those dealerships provide either their own warranty to the modified components or in other circumstances the manufacturer of those components offer their own warranties. As well the consumer sends documentation stating that he specifically asked the dealership if the warranty was still good with the addition of the lift kit installed in the vehicle The customer's letter states that negotiations between Navato Ford and the consumer have broken**





down. The history between Navato Ford, consumer, and the consumer's family is best addressed between those parties and does not involve the manufacturer. Further the manufacturer can not verify nor deny what conversations took place between consumer and the dealership at purchase. A call placed by Marin Ford technician to Ford's Technical HotLine for assistance is documented as follows:

Received: 09/21/2007

CCRG/EPRC: OSE Reviewed Status: Date:

Vehicle: 2006,F350 4X4,CRW CAB,PICKUP ,1FTWW31P76E [REDACTED] Build Date: 09/14/2005

Odometer : 24,763 M Engine: 6.0L DI Calibration: 6F710D0A

Dealer: USA 06046 Ford of Marin Phone#: (415) 453-4220

Symptom: 3 03 3 53 CHASS.,STRG/HANDLING ,VIB./SHIMMY,OVER BUMPS

Status:

VFG: V89 RIDE & HANDLING

Additional Symptom: SHIMMY HITTING BUMPS

Comments:

REPAIR 09/21/2007 12:43PM - FCSD - TECH SVC HOTLINE

WEB FORM DATA - CONCERN: STEERING WHEEL OSILATION WHEN HITTING BUMPS ON HIGHWAY. ALSO SUSPENSION NOISE GOING IN AND OUT OF DRIVEWAYS.

DIAGNOSTICS: ROAD TEST TECH QUESTION: THIS TRUCK HAS AN 8 OR 10 INCH LIFT, IT WAS SOLD THAT WAY AT ANOTHER DEALER THEY HAVE BEEN UNABLE TO FIX THE PROBLEM, FORD CUSTOMER SERVICE WAS CONTACTED AND HE WAS TOLD TO TAKE TRUCK TO ANOTHER STORE. (NOTE: HE NEVER MENTIONED TO FORD CUSTOMER SERVICE THAT THE TRUCK WAS A MODIFIED VEHICLE). THERE ARE VERY FEW FORD PARTS LEFT IN THE FRONT END OF THIS TRUCK. I DO NOT BELIEVE THAT THERE IS ANYTHING I CAN DO TO REPAIR THIS TRUCK. IT IS DEFINATELY NOT A WARRENTABLE CONCERN. ANY SUGESSTIONS OR INPUT?

RECOMM 09/21/2007 12:43PM RANDALL BOUNDS MSS - FCSD - TECH SVC HOTLINE

TSB 07-10-10 PROCEDURE TO MINIMIZE STEERING WHEEL OSCILLATIONS ON IMPACTS - SOME MINOR OSCILLATION WHICH WOULD BE CONSIDERED NORMAL MAY REMAIN HELLO CHRIS, SINCE THIS IS A MODIFIED VEHICLE, THERE IS NO AVAILABLE RECOMMENDATION FOR AFTERMARKET SUSPENSION CONCERNS. IF AND ONLY IF THE CUSTOMER RETURNS THE VEHICLE TO OEM AND THE CONCERN IS STILL PRESENT, REFER TO TSB 07-10-10. ON THIS TSB PAY SPECIAL ATTENTION TO TIRE PRESSURE AND SUSPENSION FASTENER TORQUE. THESE TWO



**ITEMS ARE EXTREMELY IMPORTANT. IF YOU HAVE ANY QUESTIONS OR ADDITIONAL INFORMATION PLEASE GIVE US A CALL AT THE HOTLINE.**

As you can see from documentation, the Ford Engineers have advised Marin Ford that unless the vehicle is returned to original/stock design, there can not be an attempt to repair. The engineer gives further instruction on a possible repair if and only if the vehicle is still experiencing concerns after being returned to stock.

Novato Ford documentation shows several attempts to address the shaking issue under warranty. However, due to the affect of the aftermarket parts, the warrantable repairs continued to be ineffective. According to Ford Engineers, there is a domino affect with the addition of the aftermarket exhaust and lift kit. Basically, you can't increase one particular attribute without having an effect on the others.

Further we feel that the state law is designed to protect both the customer and the new vehicle manufacturer by providing standards that a vehicle repair history must meet to qualify for repurchase. Ford Motor Company does not feel that this case meets the CA Lemon Law guidelines in regards to days out of service or 4 or more same warrantable repairs during the 18 month/18,000 mile Presumption Guideline.

It is Ford Motor Company's opinion that the verified warranty concerns have been repaired and covered under warranty.

Ford Motor Company respectfully recommends that the customer's request for refund and/or replacement be denied.

Please note that the manufacturer's warranty history does not indicate any concerns for brakes. As well fuel economy is not rated for trucks as use, towing, and terrain will affect mileage.

**Documentation Provided (please check):**

- Technical Service Bulletins / Special Service Memos
- Recall Notices
- Dealer Report
- Ford Field Service Engineer (FSE) Inspection Report
- Other: \_\_\_\_\_





I will participate in a hearing:

In writing

Form completed by: Donna Goff Date:11/23/2007



## DECISION

Submitted Date: 12/04/07

FRD0756716

VIN: 1FTWW31P76[REDACTED]

Customer: Mr. [REDACTED] Hearing Date: 11/24/07

Arbitrator: Pat Meehan

### Question 1

Vehicle (Year, Make, Model)

2006 Ford F350

### Question 2

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

Denial

CASE: [REDACTED]  
Arbitrator: Pat Meehan

Customer: Mr. [REDACTED]  
Date: 12/04/07



## REASONS FOR DECISION

Submitted Date: 12/04/07

VIN: 1FTWW31P76E

Customer: Mr. [REDACTED] - Hearing Date: 11/24/07

Arbitrator: Pat Meehan

### Question 1

Vehicle (Year, Make, Model)

2006 Ford F350 truck

### Question 2

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

1--Steering/suspension

2--Steering/electrical

3--Fuel economy

4--Electrical

5--Transmission

6--Engine

7--Brakes

### 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:

Mr. [REDACTED] submitted this dispute to BBB Autoline on October 26, 2007, through his attorney, Todd Friedman, seeking a repurchase or replacement of his 2006 Ford F350 truck. According to the Customer Claim Form, the vehicle was purchased for his personal use on April 2, 2006 from Novato Ford and had 213 miles on the odometer at that time. The Customer Claim Form states that the vehicle had 27,060 miles on the odometer at the time the claim was filed. The matter was submitted for adjudication on documents alone, without a hearing. Mr. [REDACTED] submitted a number of documents along with the Customer Claim Form and Ford submitted a response.

BBB Autoline generally has jurisdiction to hear disputes concerning vehicles where the problem first arose while the vehicle is still under warranty and where the claim is filed within 6 months of warranty expiration. Ford concedes the warranty is still in effect (although it disputes whether the warranty extends to some of the problems cited by Mr. [REDACTED]). So I have concluded that BBB Autoline has jurisdiction over this matter.

### FACTS

The Vehicle Concerns section of the Customer Claim Form lists the following seven problems and states that all the problems are current:

Problem 1--Steering/suspension (5 repair attempts)

Problem 2--Steering/electrical (1 repair attempt)

Problem 3--Fuel economy (1 repair attempt)

Problem 4--Electrical (1 repair attempt)

Problem 5--Transmission (1 repair attempt)

Problem 6--Engine (1 repair attempt)

Problem 7--Brakes (1 repair attempt)

The repair attempts set out in Mr. [REDACTED] Customer Claim Form are summarized in the table below. Some of the above repair attempts were



simultaneous. Altogether, according to Mr. [REDACTED] information, there were 21 days out of service as follows:

In 12/08 3/23 6/20 7/30 9/27 10/08  
Out 12/08 3/26 6/29 8/02 9/27 10/08  
DAYS 1 4 10 4 1 1  
Miles 3863 12366 18600 21190 24874 25222  
Problem 1 X X X X X  
Problem 2 X  
Problem 3 X  
Problem 4 X  
Problem 5 X  
Problem 6 X  
Problem 7 X

The Customer Claim Form also states that the first repair attempt occurred on December 8, 2006, at which time, according to the corresponding repair order, the vehicle had 3,863 miles on the odometer.

The principal problem involves steering and suspension (Problem 1 as listed above) and relates to shaking, vibrations, wheel hopping, and groaning noises in the front end of the vehicle. The Novato Ford dealership replaced the dual steering stabilizer (June 20, 2007 repair order), replaced the steering box and 2 bolts in the front sway box extension, and retorqued the radius arm bushings (July 30, 2007), rebalanced the tires and fixed a flat tire (September 21, 2007), and retorqued all mounts and suspension, repositioned sway bar links (October 8, 2007). Mr. [REDACTED] also brought the vehicle to Ford of Marin on September 27, 2007. After a discussion with the Ford hotline, Ford of Marin informed Mr. [REDACTED] that the steering and suspension problem was not under warranty because of aftermarket alterations. Ford of Marin said there were few Ford parts remaining in the front end and did not attempt repairs.

Mr. [REDACTED] states that the Novato Ford sold the vehicle in its altered state and that the dealer promised that it was covered by warranty. He also claims that Novato Ford cheated his mother and his sister in transactions on other vehicles.

In its response, Ford states that the vehicle is outfitted with an 8" to 10" lift kit and an aftermarket exhaust, which were installed after the vehicle left Ford's control. Ford concedes that some problems exist and are current, but it states that those problems all stem from the post-Ford alterations. Ford submitted specific language from its New Vehicle Owner's Manual which states that Ford "may deny warranty coverage if your vehicle or a part has failed because of ... unapproved modifications...."

The Manual also states that

"The New Vehicle Limited Warranty does not cover any damage caused by: alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company...[or] the installation or use of a non-Ford Motor Company part ...Installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, ..."

Ford states that its New Vehicle Limited Warranty still covers problems not impacted by these alterations. Ford says it is not bound by its dealer's alleged misstatements about the extent of its warranty. Ford also claims that all problems not associated with the alterations have been repaired, which Mr. [REDACTED] denies.

#### ANALYSIS

This arbitration concerns itself with claims against the manufacturer under the California Lemon Law. Recovery for fraud and misrepresentation by a dealer and enforcement of warranties allegedly granted by a dealer are beyond the

scope of this arbitration, except to the extent that the fraud, misrepresentation or warranties can be attributed to the manufacturer. Whether Ford should be bound by its dealer's statements extending the breadth of its warranty will be discussed below.

Disputes between Mr. [REDACTED] mother and sister and Novato Ford with respect to other vehicles are also beyond the scope of this arbitration.

A manufacturer cannot be ordered to repurchase or replace a vehicle unless the manufacturer has had a sufficient opportunity to repair the vehicle. The Tanner Consumer Protection Act (Civil Code Section 1793.22) provides guidelines that state that 4 repair attempts or 30 days out of service are presumed to be a reasonable number of repair attempts within the first 18 months and 18,000 miles (whichever occurs first). Ford correctly points out that the Tanner presumption has not been met. The vehicle had only 2 repair attempts and 5 days out of service before reaching 18,000 miles. However the general provisions of the Song-Beverly Consumer Warranty Act, which require a manufacturer to service or repair a vehicle within a reasonable number of repair attempts, still apply as long as the manufacturer's express written warranty remains in effect, leaving it to the decision maker to determine how many repair attempts are reasonable under the circumstances. Absent other evidence, given the 5 repair attempts, totaling 17 days out of service, I find that the manufacturer has had sufficient opportunity to repair the steering/suspension problem. With respect to the other problems (Problems 2 through 7), which were the subject of one repair attempt each, I find that, if they still exist, the manufacturer has not had sufficient opportunity to repair them.

For a repurchase or replacement under the California Lemon Law, there must be a nonconformity (that is, a failure to conform to the manufacturer's written vehicle warranty) and the nonconformity must substantially impair the use, value or safety of the vehicle. With respect to the steering/suspension problem, it must now be determined whether there exists a substantial nonconformity. There is no need to consider whether Problems 2 through 7 constitute nonconformities since it has already been determined that the manufacturer has not had sufficient repair opportunities for these.

Ford denies the steering/suspension problem constitutes a nonconformity because, it argues, the problem is caused by the fact that the vehicle was altered after leaving the manufacturer's control. Thus the problem is not covered by Ford's warranty and cannot be considered a nonconformity. Ford points to the language in its owner's manual and warranty to the effect that damage caused by alterations or modifications is not covered.

Ford's argument raises three questions: (a) whether the vehicle was under Ford's control when it was altered; (b) whether the steering/suspension problem is caused by the alterations; and (c) whether Ford should be bound by its dealer's statements extending the breadth of its warranty.

(a) Was the vehicle under Ford's control when it was altered? No. The evidence shows that the dealer or someone acting for the dealer altered the vehicle after delivery by Ford. There is no evidence that Ford authorizes its dealers to install lift kits or aftermarket exhaust systems.

(b) Was the steering/suspension problem was caused by the aftermarket alterations? The preponderance of the evidence shows the answer is yes. Because this case was submitted on the documents, there was no testimony taken concerning the cause of the steering/suspension problem nor was the vehicle made available for inspection. The Marin Ford technician concluded that the problem related to the alterations. He said, "There are very few Ford parts left in the front end of this truck." The problem directly involves the part of the vehicle that was altered. I conclude that the



alterations to the vehicle's suspension resulted in the steering/suspension problem.

(c) Should Ford be bound by its dealer's alleged statements extending the breadth of its warranty? No. There also was no evidence submitted to suggest that the dealer acted under Ford's control or authorization when it allegedly stated that the warranty extended to the alterations.

Based on the above, I find that steering/suspension problem is not covered under the terms of the Ford warranty. Therefore, it is not a nonconformity within the meaning of the California Lemon Law. Consequently, Mr. [REDACTED] request that Ford repurchase or replace the vehicle is 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:** [REDACTED]  
**Arbitrator: Pat Meehan**

**Customer:** [REDACTED]  
**Date: 12/04/07**





MANUFACTURER RESPONSE FORM  
(CALIFORNIA)

Case Number: [REDACTED]  
Customer Name: [REDACTED]  
Warranty Start Date: 2/26/07

Vehicle: 2006 F-350  
VIN: 1FTWW31P76E [REDACTED]  
Mileage: 27,060

Purchased:  New  Used (mileage and date of purchase)  Leased (terms of lease)  
This claim is:  IN Bumper-to-Bumper Warranty  IN Diesel Warranty  OUT of all Warranties  
Extended Service Plan:  NO  YES Ford Powertrain 60/60

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

- Steering/ suspension
- Steering/electrical
- Electrical
- Transmission
- Engine
- Brakes
- Fuel Economy

**MANUFACTURER'S POSITION:** Ford Motor Company Warranty Manuals and New Vehicle Owner's Manuals document the following information regarding modifications to Ford Vehicles:

1. Some aftermarket products may cause severe engine and/or transmission damage; refer to the "What is not covered" section in "The new vehicle limited warranty for your vehicle" chapter of your vehicle's "Warranty Guide" for more information. Your vehicle's Powertrain Control Systems can detect and store information about vehicle modifications that increase horsepower and torque output. This information cannot be erased and will stay in the system's memory even if the modification is removed. The Information can be retrieved by Ford Motor Company, Ford of Canada, and service and repair facilities when servicing your vehicle. This information may be used to determine if repairs will be covered by warranty.
2. Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in What Is Not



**Covered?**

**3. Damage Caused by Alteration or Modification**

**The New Vehicle Limited Warranty does not cover any damage caused by:**

- **alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company**
- **tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)**
- **the installation or use of a non-Ford Motor Company part (other than a "certified" emissions part) or any part (Ford or non-Ford) designed for "off-road use only" installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components, and performance "chips".**

**Adding aftermarket components to a vehicle does not automatically void the warranty nor automatically void the cost of repair under warranty. This vehicle is outfitted with an 8" to 10" lift kit and an aftermarket exhaust. Please note that the warranty has not been voided on this vehicle as the consumer states. Only the repairs where aftermarket components have caused failure/issues will not be covered. Any and all verifiable warrantable concerns have been covered under the warranty.**

**It has been determined by the dealership that inspected the vehicle and directly spoke with the Ford Hotline Engineers, that the consumer's concerns are a direct result of the vehicle's modifications. And while the consumer has stated that he purchased the vehicle from a Ford dealership with the modifications, the fact remains that any after market modifications that cause subsequent necessary repairs, are not due to a factory defect and as such are not covered by the warranty. Further, dealerships are independently owned and operated and may offer and sell products not under factory warranty. Those dealerships provide either their own warranty to the modified components or in other circumstances the manufacturer of those components offer their own warranties. As well the consumer sends documentation stating that he specifically asked the**





dealership if the warranty was still good with the addition of the lift kit installed in the vehicle. The customer's letter states that negotiations between Navato Ford and the consumer have broken down. The history between Navato Ford, consumer, and the consumer's family is best addressed between those parties and does not involve the manufacturer. Further the manufacturer can not verify nor deny what conversations took place between consumer and the dealership at purchase. A call placed by Marin Ford technician to Ford's Technical HotLine for assistance is documented as follows:

Received: 09/21/2007

CCRG/EPRC: OSE Reviewed Status: Date:

Vehicle: 2006,F350 4X4,CRW CAB,PICKUP ,1FTWW31P76E [REDACTED] Build Date: 09/14/2005

Odometer : 24,763 M Engine: 6.0L DI Calibration: 6F710D0A

Dealer: USA 06046 Ford of Marin Phone#: (415) 453-4220

Symptom: 3 03 3 53 CHASS.,STRG/HANDLING ,VIB./SHIMMY,OVER BUMPS

Status:

VFG: V89 RIDE & HANDLING

Additional Symptom: SHIMMY HITTING BUMPS

Comments:

REPAIR 09/21/2007 12:43PM - FCSD - TECH SVC HOTLINE

WEB FORM DATA - CONCERN: STEERING WHEEL OSILATION WHEN HITTING BUMPS

ON HIGHWAY. ALSO SUSPENSION NOISE GOING IN AND OUT OF DRIVEWAYS.

DIAGNOSTICS: ROAD TEST TECH QUESTION: THIS TRUCK HAS AN 8 OR 10 INCH

LIFT, IT WAS SOLD THAT WAY AT ANOTHER DEALER THEY HAVE BEEN UNABLE TO

FIX THE PROBLEM, FORD CUSTOMER SERVICE WAS CONTACTED AND HE WAS TOLD

TO TAKE TRUCK TO ANOTHER STORE. (NOTE: HE NEVER MENTIONED TO FORD

CUSTOMER SERVICE THAT THE TRUCK WAS A MODIFIED VEHICLE). THERE ARE

VERY FEW FORD PARTS LEFT IN THE FRONT END OF THIS TRUCK. I DO NOT

BELIEVE THAT THERE IS ANYTHING I CAN DO TO REPAIR THIS TRUCK. IT IS

DEFINATELY NOT A WARRENTABLE CONCERN. ANY SUGESSTIONS OR INPUT?

RECOMM 09/21/2007 12:43PM RANDALL BOUNDS MSS - FCSD - TECH SVC HOTLINE

TSB 07-10-10 PROCEDURE TO MINIMIZE STEERING WHEEL OSCILLATIONS ON

IMPACTS - SOME MINOR OSCILLATION WHICH WOULD BE CONSIDERED NORMAL MAY

REMAIN HELLO CHRIS, SINCE THIS IS A MODIFIED VEHICLE, THERE IS NO

AVAILABLE RECOMMENDATION FOR AFTERMARKET SUSPENSION CONCERNS. IF AND





**ONLY IF THE CUSTOMER RETURNS THE VEHICLE TO OEM AND THE CONCERN IS STILL PRESENT, REFER TO TSB 07-10-10. ON THIS TSB PAY SPECIAL ATTENTION TO TIRE PRESSURE AND SUSPENSION FASTENER TORQUE. THESE TWO ITEMS ARE EXTREMELY IMPORTANT. IF YOU HAVE ANY QUESTIONS OR ADDITIONAL INFORMATION PLEASE GIVE US A CALL AT THE HOTLINE.**

**As you can see from documentation, the Ford Engineers have advised Marin Ford that unless the vehicle is returned to original/stock design, there can not be an attempt to repair. The engineer gives further instruction on a possible repair if and only if the vehicle is still experiencing concerns after being returned to stock.**

**Novato Ford documentation shows several attempts to address the shaking issue under warranty. However, due to the affect of the aftermarket parts, the warrantable repairs continued to be ineffective. According to Ford Engineers, there is a domino affect with the addition of the aftermarket exhaust and lift kit. Basically, you can't increase one particular attribute without having an effect on the others.**

**Further we feel that the state law is designed to protect both the customer and the new vehicle manufacturer by providing standards that a vehicle repair history must meet to qualify for repurchase. Ford Motor Company does not feel that this case meets the CA Lemon Law guidelines in regards to days out of service or 4 or more same warrantable repairs during the 18 month/18,000 mile Presumption Guideline.**

**It is Ford Motor Company's opinion that the verified warranty concerns have been repaired and covered under warranty.**

**Ford Motor Company respectfully recommends that the customer's request for refund and/or replacement be denied.**

**Please note that the manufacturer's warranty history does not indicate any concerns for brakes. As well fuel economy is not rated for trucks as use, towing, and terrain will affect mileage.**

**Documentation Provided (please check):**

- Technical Service Bulletins / Special Service Memos
- Recall Notices
- Dealer Report



Ford Field Service Engineer (FSE) Inspection Report

Other: \_\_\_\_\_

I will participate in a hearing:

In writing

Form completed by: Donna Goff Date:11/23/2007



Council of Better Business Bureaus, Inc.

**BBB AUTO LINE**

4200 Wilson Boulevard, Suite 800  
Arlington, VA 22203-1838  
Phone 800.955.5100 Fax: 703.247.9700

**NOTICE OF DEADLINE FOR SUBMISSIONS**

Date: 11/19/07

Case Number: [REDACTED]

Customer: [REDACTED]

Manufacturer: Ford Motor Company

Mfr-Info: 6700 CA 1FTWW31P76E [REDACTED]

Arbitrator(s): Mr. Pat Meehan

Deadline to Submit Additional Case Documentation: 11/24/07





## BBB AUTO LINE

November 19, 2007

DONNA GOFF  
FORD MOTOR COMPANY  
1320 S BABCOCK STREET  
MELBOURNE FL 32901

Re: MNOD [REDACTED] vs Ford Motor Corporation  
1FTWW31P76 [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,

Donna Patterson at Extension 506



## BBB AUTO LINE

### ARBITRATOR SELECTION LIST

Customer: [REDACTED]

Case Number: [REDACTED]

---

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:** Pat Meehan

**Arbitrator's Occupation:**

SEC filings, regulatory and business legal advice, drafting legal documents

**Arbitrator's Biography:**

Mr. [REDACTED] holds a law degree and a MS in environmental management, both from the University of San Francisco. He has worked for 24 years for a company that makes consumer products. Until his retirement in 2004, he was an attorney in its Legal Services Department in Oakland. He also served as Director of Environment and Safety in its Technical Center in Pleasanton.

*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: Mr. [REDACTED]

Case Number: [REDACTED]

---

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:** Pat Meehan

**Arbitrator's Occupation:**

SEC filings, regulatory and business legal advice, drafting legal documents

**Arbitrator's Biography:**

Mr. [REDACTED] holds a law degree and a MS in environmental management, both from the University of San Francisco. He has worked for 24 years for a company that makes consumer products. Until his retirement in 2004, he was an attorney in its Legal Services Department in Oakland. He also served as Director of Environment and Safety in its Technical Center in Pleasanton.

*Council of Better Business Bureaus, Inc.*

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## BBB AUTO LINE

November 2, 2007

Re: w-m2 [REDACTED] s Ford Motor Corporation  
1FTWW31P76E [REDACTED]

DONNA GOFF  
FORD MOTOR COMPANY  
1320 S BABCOCK STREET  
MELBOURNE FL 32901

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.

**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.**

*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 must receive your written position and supporting documents no later than close of business fourteen days from the date of this letter. On the following day, we will send each written position to the other party for comments. Please reference the case number listed above at the top of each document you submit. You must also complete and return the enclosed *Oath of Participant* form.**

If an inspection/test drive is requested or required, per the BBB AUTO LINE rules, the BBB will provide you with three days advance notice of the inspection date.

If you have any questions, please contact me at 800.334.2406. Please fax your position to 703.247.9700.

Please call me if you have any questions. Thank you for your cooperation in this matter.

Sincerely,

Donna Patterson at Extension 506

***Council of Better Business Bureaus, Inc.***

4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

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## Location of Better Business Bureau

Better Business Bureau - Placentia

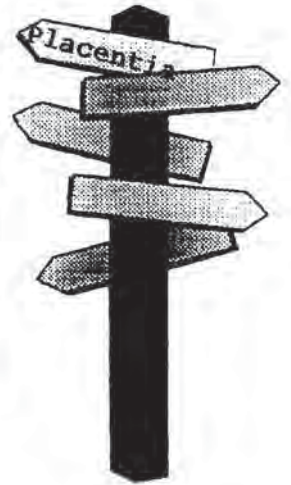
Name of Building (if any)

550 West Orangethorpe, Placentia

Bureau Address and City

(714) 985-8915

Bureau Phone Number (Emergencies Only)



## DIRECTIONS



From the 57 going North, Exit Orangethorpe, turn left (West) & go under the 57 freeway to 1st signal light (Iowa St) and turn left and immediately turn left into the Bureau Parking lot. Bureau is at the corner of Iowa and Orangethorpe. Or, 57 So. & exit Orangethorpe, and at the base of the offramp (light) drive directly across Orangethorpe and turn left into the Bureau's parking lot. Debbie Mahdi is the Auto Line Coordinator to ask for on arrival.

RE: [REDACTED] v. Ford Motor Company [REDACTED]

To Whom it May Concern:

11-01-07

My client's written position has been stated in his initial application. He requests a refund or replacement under the California Lemon Law based on the defects in his automobile. In all cases, involving Krohn and Moss clients, my clients will stand on their positions outlined in their initial BBE application.

If you have any questions regarding any of the above, please do not hesitate to contact me.

Cathy Bopp  
Paralegal  
Krohn & Moss, Ltd.  
5055 Wilshire Blvd. Ste. 300  
Los Angeles, CA 90036  
(323) 988-2400 x243  
(866) 264-3755 fax  
e-mail: cbopp@consumerlawcenter.com  
web: www.consumerlawcenter.com





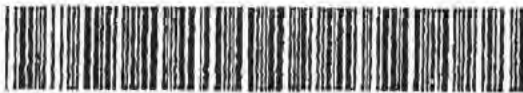


THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM 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 FILE 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 \*\*\*\*\*

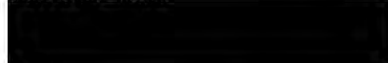


REGISTRATION CARD VALID FROM: 09/30/2007 TO: 09/30/2008

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	2006	2006	NJ	32P	31	[REDACTED]
BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN/G/CGW	VEHICLE ID NUMBER
PK	D	NW	2	F	06964	1FTWW31P76E [REDACTED]
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	STICKER ISSUED	
COMMERCIAL	09/28/07	21	09/28/07	8	[REDACTED]	

PR EXP DATE: 09/30/200

REGISTERED OWNER



AMOUNT DUE	AMOUNT RECVD
\$ 545.00	CASH : 545.00
	CHCK : 545.00
	CRDT :

AMOUNT PAID  
\$ 545.00

NOVATO  
CA



LIENHOLDER  
FORD MOTOR CRDT CO  
260 INTERSTATE N PKWY NW

ATLANTA  
GA 30339

T05 R25 50 0054500 0022 08 T05 002207 21 8861000 255

Pr 3/38

0018/32001 0072000000 09/28/07 09/28/07

TO: Cathy Bopp

FROM: [REDACTED]

DATE: 10.27.07

FAX#: 1-866-264-3755

PER YOUR  
REQUEST



Novato, Ca

Phone Num  
Fax Numbe

FAX TRANSMITTAL FORM

To: Mike Antikainen

From: [REDACTED]  
Date Sent: September 25, 2007

CC:  
Phone: 1-800-875-3666  
Fax: 1-866-203-9227

Number of Pages: 8

Message: Hi Mike it took me awhile to get these together. I have been dealing with Novato Ford about my truck since 12/08/06. This is a lifted truck from the dealer that has had major front end problems since about 3000 miles on it. I have been to this dealer at least 6 times; it has been repaired there four times. Each time the repair has failed on the suspension. I involved Ford Customer service and they have told me the warranty is voided because of the modifications. These were done by the dealer not me, I bought this truck this way, I specifically asked if the warranty was still good with the lift, they said yes so I went ahead and bought the truck. Now I have a \$60,000+ vehicle that I feel is a deathtrap waiting to happen. I will go into more detail over the phone at a later date. I feel the dealership defrauded me as well as baited me into buying this vehicle.

Thank you in advance,

PR 18/08

00/8/2007

09/25/07 10:02:00





6995 Redwood Blvd., Novato, CA 94945  
 (415) 895-3000 (800) 659-5552

B.A.R. #: AD109228  
 P & A CODE: 07715  
 EPA# CAL000296125

22984

SHAWN MATHEWS 1182 6621 08/02/07 FOC575964  
 8864999 21,190 OXFORD WHT/ 56021  
 06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
 1 F T W W 3 1 P 7 6 E



NOVATO, CA

07/30/07

EF 99P

MO: 21190

JOB# 1 CHARGES-----

LABOR-----  
 J# 1 45FOZ STEERING/SUSPENSION TECH(S):1231 WARRANTY  
 CUSTOMER STATES THERES A RATTLE NOISE IN THE FRONT END GOING  
 OVER BUMPS AND VIBRATES CHECK REPORT  
 REPLACED STEERING BOX REPLACED 2 BOLTS IN FRONT SWAY BAR EXS  
 TENSION,RETORQUES RADIUS ARM BUSHINGS

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 1 6C3Z-3504-A GEAR ASY - STE 2409 WARRANTY  
 -1 6C3Z-3504-A CORE RETURN WARRANTY  
 6 F7AZ-3F823-BA FLUID - POWER 03731 WARRANTY  
 2 -388898-S SEAL 133624 WARRANTY  
 TOTAL - PARTS 0.00

JOB# 1 TOTALS-----  
 JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES-----

LABOR-----  
 J# 2 10FOZ DRIVEABILITY TECH(S):1053 WARRANTY  
 CUSTOMER STATES WHEN GOING UP THE WALDO GRADE TRUCK LACKS PO  
 WER DROPS DOWN 2 GEARS CHECK REPORT, POOR GAS MILEAGE  
 REPROGRAMED TCM,WITH NEW UPDATE,TEST DROVE WITH SERVICE MANA  
 GER,UP WALDO GRADE ALL OK AT THIS TIME.UNABLE TO DUPLICATE  
 LACK OF POWER

JOB# 2 TOTALS-----  
 JOB# 2 JOURNAL PREFIX FOC5 JOB# 2 TOTAL 0.00

TOTALS-----

\*\*\*\*\*  
 \* [ ] CASH [ ] CHECK CK NO. [ ] \*  
 \* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
 \* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
 \*\*\*\*\*  
 TOTAL LABOR.... 0.00  
 TOTAL PARTS.... 0.00  
 TOTAL SUBLET... 0.00  
 TOTAL G.O.G.... 0.00  
 TOTAL MISC CHG. 0.00  
 TOTAL MISC DISC 0.00  
 TOTAL TAX..... 0.00  
 TOTAL INVOICE \$ 0.00

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE  
 \*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

8/3/08





6995 Redwood Blvd., Novato, CA 94945  
 (415) 895-3000 (800) 659-5552

B.A.R. #: AD109228  
 P & A CODE: 07715  
 EPA# CAL000296125

22984

FRAN LENAERTS 1046 1535 12/08/06 FOC69977  
 8B64999 3,836 OXFORD WHT/ 56021  
 06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
 1 F T W W 3 1 P 7 6 E

12/08/06

MO: 3846

JOB# 1 CHARGES-----

LABOR-----  
 J# 1 00F0201 FREE OIL & FILTER TECH(S):1295 INTERNAL  
 OIL AND FILTER FREE SERVICE  
 CHECK FOR ANY PCM UPDATES  
 CHANGE OIL AND FILTER FREE SERVICE  
 CHECKED FOR UPDATES. NONE FOUND

PARTS-----QTY--FP-NUMBER-----DESCRIPTION-----UNIT PRICE-	
1 FL-2016 KIT - ELEMENT 84844	INTERNAL
3 XO-15W40-5QSD OIL - ENGINE 804940	INTERNAL
TOTAL - PARTS	0.00

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----	
FOC FREE OIL CHANGE	INTERNAL
1HM4 LOF HAZARDOUS WASTE	INTERNAL
TOTAL - MISC	0.00

JOB# 1 TOTALS-----  
 JOB# 1 JOURNAL PREFIX FOC69977 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES-----

LABOR-----  
 J# 2-15F0203 SUSPENSION CONCERN TECH(S):1175 WARRANTY  
 CHECK AND ADVISE CUSTOMER STATES EXCESSIVE PLAY IN STEERING  
 FOUND STEERING BOX OUTPUT SHAFT HAD EXCESSIVE PLAY. REPLACED  
 STEERING BOX, BLEED AIR OUT OF SYSTEM. ROAD TESTED OK

PARTS-----QTY--FP-NUMBER-----DESCRIPTION-----UNIT PRICE-	
1 6C3Z-3504-A GEAR ASY - STE 2409	WARRANTY
-1 6C3Z-3504-A CORE RETURN	WARRANTY
3 F7AZ-3FB23-AA FLUID - POWER 03731	WARRANTY
TOTAL - PARTS	0.00

JOB# 2 TOTALS-----  
 JOB# 2 JOURNAL PREFIX FOC69977 JOB# 2 TOTAL 0.00

ESTIMATE-----  
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)



6995 Redwood Blvd., Novato, CA 94945  
(415) 895-3000 (800) 659-5552

B.A.R. #: AD109228  
P & A CODE: 07715  
EPA# CAL000296125

22984

[REDACTED]  
NOVATO, CA [REDACTED]

FRAN LENAERTS 1046 1535 12/08/06 FOC569977  
8B64999 3,836 OXFORD WHT/ 56021  
06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
I F T W W 3 1 P 7 6 E [REDACTED]  
12/08/06

[REDACTED]

EP 99P

MO: 3846

TOTALS

\*\*\*\*\*  
\* [ ] CASH [ ] CHECK CK NO. [ ] \*  
\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
\* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
\*\*\*\*\*

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE



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B.A.R. #: AD109228  
 P & A CODE: 07715  
 EPA# CAL000296125

22984

FRAN LENAERTS 1046 5032 03/26/07 FOC572693  
 8B64999 12,366 OXFORD WHT/ 56021  
 06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
 1 F T W W 3 1 P 7 6 E

03/23/07

MO: 12366

JOB# 1 CHARGES.....

LABOR-----  
 J# 1 6DFOZ19 AIRBAG TECH(S):1099 WARRANTY  
 CHECK AND ADVISE CUSTOMER STATES AIR BAG LIGHT ON, HORN INOP  
 CRUISE INOP, STEERING WHEEL RADIO CONTROLS INOP  
 TESTED AND FOUND CLOCK SPRING DEFECTIVE, REPLACED AND  
 RESTORED COLUMN AND TESTED OK

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 1 5C3Z-14A664-AA COVER AND CONT 0461 TOTAL - PARTS WARRANTY  
 0.00

JOB# 1 TOTALS-----  
 JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES.....

LABOR-----  
 J# 2 01FOZ04 5K DIESEL SERV TECH(S):1249 59.57  
 PERFORM 5,000 MILE INTERVAL DIESEL SERVICE PER ATTACHED MENU  
 AS PER CUSTOMER REQUEST  
 PERFORMED SERVICE AS DESCRIBED ABOVE  
 FRONT BRAKES AT 11MM AND REAR AT 10MM

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 1 FL-2016 KIT - ELEMENT 84844 28.75  
 3 X0-15W40-5QSD OIL - ENGINE 804940 17.13  
 TOTAL - PARTS 80.14

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----  
 1HM4 LOF HAZARDOUS WASTE TOTAL - MISC 3.06  
 3.06

JOB# 2 TOTALS-----  
 LABOR 59.57  
 PARTS 80.14  
 MISC 3.06

JOB# 2 JOURNAL PREFIX FOC5 JOB# 2 TOTAL 142.77

JOB# 3 CHARGES.....

LABOR-----  
 J# 3+00F0ZGBATT BATTERY GOOD TECH(S):1249 INTERNAL  
 TESTED BATTERY OK  
 TESTED BATTERY GOOD

JOB# 3 TOTALS-----

JOB# 3 JOURNAL PREFIX FOC5 JOB# 3 TOTAL 0.00

JOB# 4 CHARGES.....

LABOR-----  
 J# 4+00F0ZGBK BRAKES OK TECH(S):1249 INTERNAL





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FRAN LENAERTS 1046 5032 03/26/07 FOC572693  
8B64999 12,366 OXFORD WHT/ 56021  
06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
1 F T W W 3 1 P 7 6 E

[REDACTED]  
NOVATO, CA [REDACTED]

03/23/07

EF 99P

MO: 12366

BRAKES CHECKED AND OK  
(DISC: OVER 5MM) (DRUM: OVER 2MM)  
BRAKES CHECKED AND OK

JOB# 4 TOTALS.....  
JOB# 4 JOURNAL PREFIX FOC5 JOB# 4 TOTAL 0.00

JOB# 5 CHARGES.....  
LABOR.....  
J# 5-00FOZGTIRE TIRES OK TECH(S):1249 INTERNAL  
TIRES CHECKED AND OK  
7/32" OR GREATER  
TIRES CHECKED AND OK

JOB# 5 TOTALS.....  
JOB# 5 JOURNAL PREFIX FOC5 JOB# 5 TOTAL 0.00

ESTIMATE.....  
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
ORIGINAL ESTIMATE OF \$155.00 (+TAX)

COMMENTS.....  
FRAN

TOTALS.....

*****	TOTAL LABOR....	59.57
*	TOTAL PARTS....	80.14
* [ ] CASH [ ] CHECK CK NO. [ ]	TOTAL SUBLET...	0.00
*	TOTAL G.O.G....	0.00
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER	TOTAL MISC CHG.	3.06
*	TOTAL MISC DISC	0.00
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE	TOTAL TAX.....	6.21
*		
*****	TOTAL INVOICE S	148.98

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE



6995 R. Road Blvd., Novato, CA 94945  
 (415) 8933000 (800) 859-5552

B.A.R. #: AD109228  
 P & A CODE: 07715  
 EPA# CAL000296125

22984

JENNIFER ENGLAND 1273 4750 06/29/07 FOC574956  
 8B64999 18,600 OXFORD WHT/ 56021  
 06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
 1 F T W W 3 1 P 7 6 E

NOVATO, CA

06/20/07

# 99P

MO: 18605

JOB# 1 CHARGES-----

LABOR-----  
 J# 1 45FOZ STEERING/SUSPENSION TECH(S):1231 WARRANTY  
 CUSTOMER STATES THE FRONT END SHAKES REALLY BAD. DOES IT  
 ON EVEN ON FLAT ROADS. CHECK AND ADVISE  
 INSPECTED AND VERIFIED CUSTOMERS CONCERN. INSTALLED DUAL  
 STEERING STABILIZER AND RECHECKED, ALL OK AT THIS TIME.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	5C3Z-3E652-A	BRACKET 176030		WARRANTY
	1	5C3Z-3E651-D	DAMPER ASY 223470		WARRANTY
	1	PRICE-DIFF-D99	D99 PRICE DIFF		WARRANTY
				TOTAL - PARTS	0.00

JOB# 1 TOTALS-----  
 JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES-----

LABOR-----  
 J# 2+13FOZ ENGINE DIESEL TECH(S):9999 INTERNAL  
 CUSTOMER STATES HES ONLY GETTING 7 MILES TO THE GALLON CHECK  
 AND ADVISE  
 UNABLE TO VERIFY CONCERN

JOB# 2 TOTALS-----  
 JOB# 2 JOURNAL PREFIX FOC5 JOB# 2 TOTAL 0.00

JOB# 3 CHARGES-----

LABOR-----  
 J# 3+51FOZ BODY ELECTRICAL TECH(S):1231 INTERNAL  
 CUSTOMER STATES YOU HAVE TO PRESS AND HOLD THE REMOTE BUTTON  
 SEVERAL TIMES BEFORE IT WILL WORK CHECK AND ADVISE  
 INSPECTED FOR CUSTOMERS CONCERN. UNABLE TO VERIFY, WORKS OK  
 EACH TIME.

MISC	CODE	DESCRIPTION	CONTROL NO	INTERNAL
		FD FREE DIAGNOSIS		INTERNAL
			TOTAL - MISC	0.00

JOB# 3 TOTALS-----  
 JOB# 3 JOURNAL PREFIX FOC5 JOB# 3 TOTAL 0.00



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EPA# CAL000296125

22984

[REDACTED]  
NOVATO, CA [REDACTED]

JENNIFER ENGLAND 1273 4750 06/29/07 FOC574956  
8864999 18,600 OXFORD WHT/ 56021

06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205

1 F T W W 3 1 P 7 6 E [REDACTED]

06/20/07

[REDACTED]

EF 99P

MO: 18605

TOTALS

\*\*\*\*\*  
\* [ ] CASH [ ] CHECK CK NO. [ ] \*  
\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
\* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
\*\*\*\*\*

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE



[Redacted]

Novato, Ca

Phone Number

Fax Number

[Redacted]

FAX TRANSMITTAL FORM

---

To: Darren Shaw for Todd Friedman

[Redacted]  
Date Sent: October 10, 2007

Phone: 1-800-375-3666

Number of Pages: 4

Fax: 1-866-431-5575

---

Message:

Darren here are the papers you asked for...

Thank you,

[Redacted]



Oct 19 07 01:51P

# NOTICE OF RELEASE OF LIABILITY

VEHICLE LICENSE # \_\_\_\_\_  
 VEHICLE IDENTIFICATION # \_\_\_\_\_ MAKE \_\_\_\_\_  
 YEAR \_\_\_\_\_ MODEL \_\_\_\_\_ BODY TYPE \_\_\_\_\_  
 ODOMETER \_\_\_\_\_  
 Mail Completed Form To: Dept. of Motor Vehicles  
 P.O. Box 942859  
 Sacramento, CA 94259-0001  
 ODOMETER READING HERE IN MILES: 69741

**YOUR LIABILITY FOR THIS VEHICLE OR VESSEL MAY NOT BE RELEASED IF YOU SUBMIT ILLEGIBLE OR INCOMPLETE INFORMATION.**

BUYER'S (LAST) NAME \_\_\_\_\_ (FIRST) NAME \_\_\_\_\_ (MIDDLE) IF DEALER CHECK HERE   
 CITY \_\_\_\_\_ ST. \_\_\_\_\_ ZIP \_\_\_\_\_ MO. DAY YR \_\_\_\_\_

SELLER'S (LAST) NAME \_\_\_\_\_ (FIRST) \_\_\_\_\_ (MIDDLE) \_\_\_\_\_  
 SALE DATE (MO. DAY YR.) \_\_\_\_\_

ST. \_\_\_\_\_ ZIP \_\_\_\_\_ PRICE \$ \_\_\_\_\_

SIGNATURE OF SELLER \_\_\_\_\_  
 REC \_\_\_\_\_

FORM # AS-VT (REV. 11/03) • 1-800-844-2256 • 805-495-4883  
 ALTERNATIVE SOURCE (AUTOMOTIVE FORMS)  
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SELLER'S COPY

P. 3





NOVATO, CA

# DUE BILL

VIN# IFTWW31P76E


## WORK PROMISED TO BE PERFORMED AT TIME OF SALE

DATE	DESCRIPTION OF CAR	LICENSE NO.	CUSTOMER'S NAME	SALESPERSON	STOCK NO.
09/02/06	FORD TRU S-DTY F- 2006			BRIAN J. LA LIBERTY	56021

## PRESENT THIS ORDER WHEN WORK IS TO BE COMPLETED


1. vehicle is sold as equipped
- 2.
- 3.
- 4.
- 5.
- 6.
7. ADDITIONAL CHARGES MAY APPLY AFTER: 90 DAYS

NOTE: THE ABOVE PROMISED WORK IS THE ONLY WORK TO BE PERFORMED FREE OF CHARGE. ANY ADDITIONAL WORK WILL BE CHARGED FOR IN ACCORDANCE WITH THE TYPE OF WARRANTY ISSUED AT TIME OF SALE, AND WILL BE CASH ON DELIVERY. ALL WORK MUST BE DONE IN OUR SHOP. WE SUGGEST YOU MAKE A SERVICE APPOINTMENT IN ADVANCE PRIOR TO DROPPING OFF THE VEHICLE.

Customer 

Sales Mgr. 

### DUE TO INSURANCE REGULATIONS - NO LOAN CARS AVAILABLE

 FORM # AS-214-4N (REV. 6/04) • ORDER TOLL FREE 1-800-344-4255  
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 Use of this form is not a substitute for the opinion of legal counsel. Alternative Source makes no implied or express warranties regarding the content or fitness of this form for any purpose.

Oct 19 07 01:51p

10324/R/UU

PE13-014 0005831CPV

Pg19/38  
p.5

# OPTIONAL PRODUCTS AND SERVICES DISCLOSURE

Buyer Name(s)			
[REDACTED]			
City		State	Zip
[REDACTED]		CA	[REDACTED]
Year	Make	Model	VIN
2006	FORD TRUCK	S-DTY F-350 SW	1FTW31P708 [REDACTED]

I/We, the undersigned, acknowledge:

- The charges for each of the services/products described will be included and separately itemized in the retail installment sale contract accompanying the purchase of the above described vehicle.
- These services/products are not required as a condition to purchase the vehicle or to obtain financing.
- This document was presented to us/me prior to the execution of the retail installment sale contract.

### Optional Services/Products

Price

Optional Service Contract(s):

(1) \_\_\_\_\_ \$ N/A

(2) N/A \_\_\_\_\_ \$ N/A

Optional Debt Cancellation Agreement (GAP): N/A

\$ N/A

Optional Theft Deterrent Device(s):

(1) N/A \_\_\_\_\_ \$ N/A

(2) N/A \_\_\_\_\_ \$ N/A

Optional Surface Protection Product(s):

(1) N/A \_\_\_\_\_ \$ N/A

(2) N/A \_\_\_\_\_ \$ N/A

Optional Vehicle Contract Cancellation Option Agreement

\$ N/A

Optional Insurance Product: N/A

\$ N/A

**Total** \$ N/A

Installment Payment EXCLUDING Listed Items: \$ 748.75

Installment Payment INCLUDING Listed Items: \$ 748.75

09/02/2006  
Date

[REDACTED]  
Buyer's Signature

[Signature]  
Co-Buyer's Signature



To: Darren

From: [REDACTED]

DATE: 10.23.07

FAX: 866-431-5575

Darren -

[REDACTED] has the  
registration in his truck.  
I will fax that later.

Thanks,

[REDACTED]

Please fax this completed form, along with your current registration and other requested documents, to our toll-free fax number: (866) 431-5575

Release of Lien Information

I [Redacted], hereby authorize  
Customer(s)

Ford Motor Credit  
Lien Holder Name

Overnight Address (not P.O. Box)

Address

1-800-727-7000 to release any  
Phone Number

and all information regarding my loan account # [Redacted]  
Account Number

for 1FTWW31P76E [Redacted] Ford Motor Corp.  
Vehicle Identification Number (VIN) Manufacturer's Name

including but not limited to a complete payment history of my account, a loan payoff amount, interest paid to date, late charges, and per diem information.

[Redacted Signature Area]

10-15-07  
Date

[Redacted]  
SSN

Signature

Date

SSN

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE INTEREST FINANCING

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_ R.O.S. Number \_\_\_\_\_ Stock Number 5603

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) [REDACTED] NOVATO MARIN CA	Creditor - Seller (Name and Address) NOVATO FORD 6995 REDWOOD BLVD NOVATO CA 94946
--	---

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 terms 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 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	2006	FORD TRUCK 5-DTY F-350	206	1FTWU31F79A [REDACTED]	<input checked="" type="checkbox"/> Personal, family or household <input type="checkbox"/> business or commercial

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 %	\$ 0.00(e)	\$ 53910.37	\$ 53910.37(e)	\$ 57,900 \$ 53987.14(e)

(e) means an estimate

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
71 Payments	749.75	Monthly, Beginning 11/17/2006
Payments	N/A	Monthly, Beginning N/A
One Final Payment	749.12	ONE ON 08/17/2007

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.

1. Total Cash Price	
A. Cash Price of Motor Vehicle and Accessories \$ 45,540.27(A)	
1. Cash Price Vehicle	\$ 40,222.25
2. Cash Price Accessories	\$ 3,778.35
3. Other (Nontaxable)	
Describe N/A	\$ N/A
Describe N/A	\$ N/A
B. Document Preparation Fee (not a governmental fee)	\$ N/A(B)
C. Smog Fee Paid to Seller	\$ N/A(C)
D. Theft Deterrent Device	\$ N/A(D)
E. Theft Deterrent Device	\$ N/A(E)
F. Surface Protection Product	\$ N/A(F)
G. Surface Protection Product	\$ N/A(G)
H. Sales Tax (on taxable items in A through G)	\$ 3,589.65(H)
I. Optional DMV Electronic Filing Fee*	\$ 28.00(I)
J. (Optional) Service Contract (to whom paid)* N/A	\$ N/A(J)
K. (Optional) Service Contract (to whom paid)* N/A	\$ N/A(K)
L. Prior Credit or Lease Balance paid by Seller to	\$ N/A(L)
(see downpayment and trade-in calculation)	
M. (Optional) Gap Contract (to whom paid)* N/A	\$ N/A(M)
N. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ N/A(N)
O. Other (to whom paid)* N/A	\$ N/A(O)
For	
Total Cash Price (A through O)	\$ 53,407.62 (U)

Vehicle Insurance	Term	Premium
\$ N/A Ded. Comp, Fire & Theft	Mos	\$ N/A
\$ N/A Ded. Collision	Mos	\$ N/A
Bodily Injury \$ N/A Limits	Mos	\$ N/A
Property Damage \$ N/A Limits	Mos	\$ N/A
Medical N/A	Mos	\$ N/A
N/A	Mos	\$ N/A
Total Vehicle Insurance Premiums		\$ 0.00

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 [REDACTED]  
 Co-buyer [REDACTED]  
 Seller [REDACTED]

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

	Term	Exp.	Premium
Credit Life	N/A	Mos	\$ N/A
Credit Disability	N/A	Mos	\$ N/A
Total Credit Insurance Premiums*			\$ N/A(O)

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







Under this agreement, the Seller has the right to repossess if Seller is unable to assign this contract to a financial institution will apply.

Buyer: [Redacted] Co-Buyer: [Redacted]

OPTION:  You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before 1/1 A Year: [Redacted] SELLER'S INITIALS: [Redacted]

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 REGARDING 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.

Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with the trade-in vehicle. If 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," Seller will refund the difference to you. Seller has the express on demand if the payoff amount is less than the amount shown above in item 6B as "Prior Credit or Lease Balance," Seller will refund the difference to you.

Buyer Signature X: [Redacted] Co-Buyer Signature X: [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 or deceptive practice for the seller 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 motorcycle or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.  
YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X: [Redacted] Date: 09/02/06 Co-Buyer Signature X: [Redacted] Date: [Redacted]

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: [Redacted] Address: [Redacted]

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: [Redacted] Date: [Redacted] Guarantor X: [Redacted] Date: [Redacted]  
Address: [Redacted] Address: [Redacted]

Seller Sign: [Redacted] Date: 09/02/06 By X: [Redacted] Title: [Redacted]

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CUSTOMER ATTENTION LENDING COPY

86/25/38

0018157001 X [Redacted]

10/9/07

[Redacted]

Novato, Ca

[Redacted]

Phone Number: [Redacted]

Fax Number: [Redacted]

[Redacted]

FAX TRANSMITTAL FORM

To: Mike Antikainen

From: [Redacted]  
Date Sent: October 9, 2007

Phone: 1-800-375-3666  
Fax: 1-866-203-9227

Number of Pages: 12

Message: Hey Mike,

Here is the latest stuff regarding my truck. There is one Work Order from Ford of Marin, this is the dealer who would not work on my truck because they said the truck had no warranty. The rest are from Novato Ford. The Latest from Joe Galileo is that the vibration in the floor of my truck is normal and a characteristic of this truck. He says he can't feel it therefore they cannot repair it. The problem is definitely in the left side of the truck. The wheel hopping is present; something else Mr. Galileo says is normal operation for this truck. They now have replaced the steering stabilizers 3 times, trying different models each time. They have gotten better each time, but still not right. The trucks steering box has been replaced 3 times now. The new one has a groan in it. This does not sound normal either. Mr. Galileo told me that the box needs to be broken in over the next thousand miles or so. I predict it to will fall based on how the truck is acting. I have never met a bigger bunch of liars in my life. This man has even gone as far as slandering me over a phone conversation that I over heard. This truly a bad situation here, they have owed my mom \$192 for over a month now, did not pay off my sisters trade in for over a month, costing here late fees and credit issues. The list goes on and on, they now threatened my parents with felony charges, my parents want them to make right on what they said and they will then settle a matter of \$750 on my sisters car. They used bait and switch tactics with my sisters loan, wanted to change a trade-in price of my fathers truck after the papers were signed, sold my mom a car telling her there was 2500 miles or so on it and putting that in the loans papers only to find the car had 5900 miles on it at delivery. They then had the audacity to accuse them of driving the car to Arizona over night when it was brought to there attention the next day. So in closing as you can see this dealer is a real piece of work. Anyway I am on my way to Oregon tomorrow so if you have any questions please call me.

Thank you,

[Redacted]

88/26/38

10/9/2007

02:11:10 PM '07





6995 Redwood Blvd., Novato, CA 94945  
 (415) 895-3000 (800) 659-5552

B.A.R. #: AD109228  
 P & A CODE: 07715  
 EPA# CAL000296125

22984

JOSEPH GALILEO 1052 8608 10/04/07 FOC577628  
 8B64999 24,842 OXFORD WHT/ 56021  
 06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
 1 F T W W 3 1 P 7 6 E

NOVATO, CA

09/27/07

EF 99P

MO: 24871

JOB# 1 CHARGES

LABOR

J# 1 45FDZ STEERING/SUSPENSION TECH(S):1175 1188 INTERNAL  
 CUSTOMER STATES WHILE DRIVING AND VEHICLE HITS BUMP OR POT HOLE OR LANE MARKERS DOTS STEERING WHEEL SHUDDERS AND FLOOR VIBRATES. CUSTOMER THINKS MORE SO FROM LEFT SIDE. CHECKED AND FOUND FRONT TIRES CUPPED AND SLIGHTLY CHOPPED AND WORN ON EDGES. SPUN TIRES ON BALANCE MACHINE. FOUND OUT OF BALANCE AND RIGHT REAR TIRE HAS NAIL IN IT AND ONLY 5 POUNDS OF AIR. PER CUSTOMERS REQUEST SUBLET WHEELS AND TIRES TO ABLE TIRE FOR TIRE REPAIR AND REBALANCE OF ALL FOUR WHEELS. REINSTALLED ON VEHICLE WITH WORN TIRES ON REAR. ROAD TESTED GOOD. CUSTOMERS CONCERN ABOUT STEERING WHEEL VIBRATION WHEN DRIVING OVER POT HOLE OR LARGE BUMPS IN ROADWAY IS NORMAL.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	5C3Z-4800-A	SUPPORT 147879		INTERNAL
	1	219567-STABILIZER			INTERNAL
				TOTAL - PARTS	0.00

G.O.G. & SUPPLIES					
FREIGHT (PARTS)				INTERNAL	
				TOTAL - GOG	0.00

JOB# 1 TOTALS  
 JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 45F0Z10 SUSPENSION NOISE TECH(S):9999 INTERNAL  
 CUSTOMER STATES GOING IN AND OUT OF DRIVEWAYS HEARS CLANKING NOISE FROM FRONT OF VEHICLE. CHECKED IN AND OUT OF DRIVEWAYS AT ALL SPEEDS. ROAD TESTED OVER SPEED BUMPS SEVERAL TIMES. COULD NOT CONFIRM CUSTOMERS CONCERN. CHECKED ALL BALL JOINTS, STEERING GEAR, AND ALL FRONT END COMPONENTS INCLUDING WHEEL BEARINGS ALL OK. NO PROBLEM FOUND.

JOB# 2 TOTALS  
 JOB# 2 JOURNAL PREFIX FOC5 JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3 45F0Z03 SUSPENSION CONCERN TECH(S):9999 INTERNAL  
 CUSTOMER STATES STEERING WHEEL OFF CENTER TO THE RIGHT. CENTERED STEERING WHEEL. ROAD TESTED GOOD.

88/27/38

09/27/07 11:29P



6995 Redwood Blvd., Novato, CA 94945  
(415) 895-3000 (800) 659-5552

B.A.R. #: AD109228  
P & A CODE: 07715  
EPA# CAL000296125

22984

JOSEPH GALILEO 1052 8608 10/04/07 FOC577628  
8B64999 24,842 OXFORD WHT/ 56021  
06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
I F T W W 3 1 P 7 6 E

NOVATO, CA

09/27/07

cf 99P

MO: 24871

JOB# 3 TOTALS-----  
JOB# 3 JOURNAL PREFIX FOC5 JOB# 3 TOTAL 0.00

JOB# 4 CHARGES-----

LABOR-----  
J# 4 40F0Z07 BRAKE NOISE TECH(S):1188 INTERNAL  
CUSTOMER STATES HEARS BRAKE SQUEAK FROM RIGHT FRONT AND  
RIGHT FRONT WHEEL WILL LOCK UP ON HARD STOPS.  
ROAD TESTED COULD NOT CONFIRM. PANIC STOPPED VEHICLE  
NO LOCK UP. DURING NORMAL OPERATION, BRAKE SYSTEMS MAY  
EMIT AN INTERMITTENT SQUEAL OR GROAN WHEN BRAKES ARE APPLIED  
THIS IS CONSIDERED NORMAL. NO PROBLEM FOUND.

JOB# 4 TOTALS-----  
JOB# 4 JOURNAL PREFIX FOC5 JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----

LABOR-----  
J# 5+70F0Z SUBLET TECH(S):9999 0.00  
TECH STATES RIGHT REAR TIRE HAS NAIL IN IT. FRONT TIRES ARE  
CUPPED AND OUT OF BALANCE DUE TO LACK OF ROTATION. CUSTOMER  
REQUESTS SUBLET TO ABLE TIRE FOR TIRE REPAIR AND TO  
REBALANCE ALL 4 TIRES.  
SUBLET TO ABLE TIRE FOR REPAIR AND BALANCE.

SUBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----  
53976 120998 10/03/07 REPAIR TIRE/BAL, ALL 4 TOTAL - SUBLET 168.75  
168.75

JOB# 5 TOTALS-----  
SUBLET 168.75

JOB# 5 JOURNAL PREFIX FOC5 JOB# 5 TOTAL 168.75

ESTIMATE-----  
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
ORIGINAL ESTIMATE OF \$175.00 (+TAX)  
COMMENTS-----  
HAS RENTAL



6995 Redwood Blvd., Novato, CA 94945  
(415) 895-3000 (800) 659-5552

B.A.R. #: AD109228  
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22984

JOSEPH GALILEO 1052 8608 10/04/07 FOC577628

8864999 24,842 OXFORD WHT/ 56021

06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205

1 F T W W 3 1 P 7 6 E

09/27/07

E# 99P

MO: 24871

TOTALS-----

\*\*\*\*\*  
\* [ ] CASH [ ] CHECK CK NO. [ ] \*  
\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
\* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
\*\*\*\*\*

TOTAL LABOR.... 0.00  
TOTAL PARTS.... 0.00  
TOTAL SUBLET... 168.75  
TOTAL G.O.G.... 0.00  
TOTAL MISC CHG. 0.00  
TOTAL MISC DISC 0.00  
TOTAL TAX..... 0.00

TOTAL INVOICE \$ 168.75

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE



**Able Tire & Brake**

7090 Redwood Blvd.  
 Novato, CA 94945  
 (415) 897-4125  
 BAR #A081003 EPA #CAL00070/63

**Invoice #120998**

Estimate #  
 Time: 0:00

NOVATO FORD  
 6643 REDWOOD BLVD.  
 P.O. BOX 2669  
 NOVATO CA -2556

*Handwritten signature: Able Joe*

Tuesday, October 02, 2007  
 Printed at 8:18:20 AM on  
 Thursday, October 04, 2007  
 Workorder # 107929

MAKE/MODEL: [REDACTED] MILEAGE: [REDACTED] REPAIR(SH): [REDACTED] PO #: [REDACTED] TERMS: [REDACTED]  
 LICENSE NO: [REDACTED] VIN: [REDACTED] ENGINE SIZE: [REDACTED] TRANSMISSION: [REDACTED] COLOR: [REDACTED] PRG DATE: [REDACTED]

CATALOG	DESCRIPTION	QTY	PARTS	LABOR	DISC	FET	TOTAL	Code
B4	17" AND LARGER; COMPUTER WHEEL BALANCE	4		25.00			\$100.00	
T18	TIRE REPAIR 18"	1		35.00			\$35.00	
	1 NAIL							

CARRY OUT

*Welcome. We appreciate your business.*

PAID BY	Amount	Parts	Labor	Freight	Other	FET	Taxable	Non-Taxable	Resale	TOTAL
Account	\$135.00	\$0.00	\$135.00	\$0.00	\$0.00	\$0.00	\$0.00	\$135.00	\$0.00	\$135.00

I, the undersigned, hereby authorize you to perform the above repairs and furnish necessary materials. I understand and accept quoted figures as an estimate only. You and your employees are liable for the condition, terms, contents of my car. You will not be responsible for loss or damage to vehicle or articles left in it.  
 I understand any warranty is related to being suit for collection of any sums due. I agree to pay costs of repairs & materials promptly. I understand that no liability is accepted for personal property left in the vehicle & assumed by you. If this vehicle is damaged in any way, I will be liable for the cost of repairs. I agree to pay for each repair.  
 I have read & understood the above.  
 Please send a copy of this invoice, for warranty & a copy of the Shop Order to the vehicle owner.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

PR30/38

002919700



# NOVATO FORD

6995 Redwood Blvd.  
Phone (415) 895-3000  
1-866-506-2222

NOVATO, CALIFORNIA 94945  
B.A.R. REG. # AD109228

B.A.R. #: AD109228  
P & A CODE: 07715

6995 Redwood Blvd., Novato, CA 94945  
(415) 895-3000 (800) 659-5552

FPA# CA1000296125

## 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
07/30/07	75964	21190	1182	1231	W	45FOZ	STEERING/SUSPENSION
06/20/07	74956	18605	1273	1053	W	10FOZ	DRIVEABILITY
03/23/07	72693	12366	1046	1231	I	45FOZ	STEERING/SUSPENSION
				9999	I	13FOZ	ENGINE DIESEL
				1231	I	51FOZ	BODY ELECTRICAL
				1099	W	60FOZ19	AIRBAG

SALESPERSON NO. 1263

## SERVICE

STATE REG# 3

INDICATE DAMAGE	VEHICLE I.D. NO. <b>1FTWW31P76E</b>	YEAR/MAKE/MODEL <b>06/FORD TRUCK/S-DTY F-350 SRW/CREW</b>	PRODUCTION DATE <b>56021</b>	STOCK NO. <b>205</b>	LICENSE NO. <b>77831</b>	PL. O. NO. <b>10/08/07</b>
	CUSTOMER NO. <b>22984</b>	SERVICE CONTRACT	DELIVERY DATE <b>09/02/06</b>	DELIVERY MILEO	DELIVERY DEALER REG.	R. O. DATE
	NOVATO, CA	COLOR <b>OXFORD WHT/MD FLT</b>	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES	TAG NO. <b>9116</b>
	REL. OF SERVICE	TURBO <b>FOZZ</b>	MILEAGE <b>25,222</b>	ADVISOR NO. <b>1052</b>	ADVISOR <b>JOSEPH GALILEO</b>	
	TIME RECEIVED <b>01:14pm</b>	DATE/TIME PROMISED <b>10/09/07 06:00pm</b>	PRIORITY <b>5</b>	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 damage 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.		
APPOINTMENT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	E# 99P	LABOR RATE	X			

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X \_\_\_\_\_

- 1 | \* 45FOZ **STEERING/SUSPENSION**  
CUSTOMER STATES WHEN GOING IN AND OUT OF DRIVEWAYS, HEARS NOISE FROM FRONT OF VEHICLE. CONFIRMED ON ROAD TEST, ALSO DUPLICATED WHEN MAKING SWEEPING LEFT TURN IN INTERSECTION.
- 2 | \* 45FOZ01 **STEERING CONCERN**  
CUSTOMER STATES AFTER HAVING STEERING WHEEL TURNED AND THEN ACCELERATING STEERING WHEEL LOCKED AND WOULD NOT RETURN.
- 3 | \* 45FOZ03 **SUSPENSION CONCERN**  
CUSTOMER STATES FEELS VIBRATION UNDER DRIVERS FLOORBOARD WHEN DRIVING AT FREEWAY SPEEDS, THE FASTER YOU GO THE MORE YOU FEEL IT. COULD NOT CONFIRM ON ROAD TEST WITH SERVICE MANAGER, BUT WILL ATTEMPT TO CONFIRM WHILE DIAGNOSING ABOVE LINES.

INSTRUCTIONS ON WORK TO BE DONE	
01	Oil & Filter
02	4K AS PER MENU
03	8K AS PER MENU
04	12K AS PER MENU
05	16K AS PER MENU
06	20K AS PER MENU
07	24K AS PER MENU
08	28K AS PER MENU
09	32K AS PER MENU
10	36K AS PER MENU
11	40K AS PER MENU
12	44K AS PER MENU
13	TUNE UP 4 CYL.
14	TUNE UP 6 CYL.
15	TUNE UP 8 CYL.
16	28 PT. INSPECTION
17	TRANSMISSION SERVICE
18	CHECK BRAKES
19	SERVICE COOLING
20	SMOG
21	ALIGNMENT
22	TOW

Hazardous Waste Disposal Fee: Used Motor Oil &/or Used Anti-freeze are regulated Hazardous Waste & are being legally transported, stored and recycled.

P & A CODE: 07715  
(CHECK 1/1 APPROPRIATE BOX)

CLAIMS REVIEW	AUTHORIZATION TO SUBMIT CLAIM	PAINTS SCRAP OUT
PARTS	LABOR	TOTAL

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SPECIFICALLY INDICATED. I HAVE INSPECTED AND AGREE TO DEMONSTRATE THE REPAIR WORK TO THE CUSTOMER'S SATISFACTION. I HAVE VERIFIED THAT THE WORK HAS BEEN COMPLETED AND THE VEHICLE IS READY FOR DELIVERY. I HAVE ADVISED THE CUSTOMER OF ANY WARRANTY AND THE LIMITS OF THE WARRANTY. I HAVE ADVISED THE CUSTOMER OF ANY ADJUSTMENT TO THE WARRANTY. I HAVE ADVISED THE CUSTOMER OF ANY ADJUSTMENT TO THE WARRANTY. I HAVE ADVISED THE CUSTOMER OF ANY ADJUSTMENT TO THE WARRANTY.

STUBS DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

88/138

00/6/3007





6995 Redwood Blvd., Novato, CA 94945  
(415) 895-3000 (800) 659-5552

B.A.R. #: AD109228  
P & A CODE: 07715  
EPA# CAL000296125

22984

JOSEPH GALILEO 1052 9116 10/09/07 FOC577831

8864999 25,222 OXFORD WHT/ 56021

NOVATO, CA

06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205

1 F T W W 3 1 P 7 6 E

10/08/07

EF 99P

MO: 25235

JOB# 1 CHARGES

LABOR

J# 1 45FOZ

STEERING/SUSPENSION

TECH(S):1175

INTERNAL

CUSTOMER STATES WHEN GOING IN AND OUT OF DRIVEWAYS, HEARS NOISE FROM FRONT OF VEHICLE. CONFIRMED ON ROAD TEST. ALSO DUPLICATED WHEN MAKING SWEEPING LEFT TURN IN INTERSECTION. CONFIRMED NOISE VERY INTERMITTENT. CHECKED AND RETORQUED ALL MOUNTS AND SUSPENSION. REPOSITIONED SWAY BAR LINKS. ROAD TESTED COULD NOT DUPLICATE NOISE AT THIS TIME.

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 45FOZ01

STEERING CONCERN

TECH(S):1175

WARRANTY

CUSTOMER STATES AFTER HAVING STEERING WHEEL TURNED AND THEN ACCELERATING STEERING WHEEL LOCKED AND WOULD NOT RETURN. CHECKED AND FOUND INTERNAL KNOCK SOUND IN STEERING BOX WHEN TURNING STEERING WHEEL BACK AND FORTH. ALSO FELT LOOSNESS WHILE DRIVING VEHICLE. REPLACED STEERING BOX AND ROAD TESTED GOOD. STEERING WHEEL STRAIGHT. FINAL ROAD TEST BY SERVICE MANAGER.

PARTS

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
2	F7AZ-3F823-BA	FLUID - POWER 03731	
1	7C3Z-3504-A	GEAR ASY - STE 2428	
-1	7C3Z-3504-A	CORE RETURN	
2	-388898-S	SEAL 133624	
TOTAL - PARTS			0.00

WARRANTY  
WARRANTY  
WARRANTY  
WARRANTY  
0.00

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOC5 JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3 45FOZ03

SUSPENSION CONCERN

TECH(S):9999

INTERNAL

CUSTOMER STATES FEELS VIBRATION UNDER DRIVERS FLOORBOARD WHEN DRIVING AT FREEWAY SPEEDS. THE FASTER YOU GO THE MORE YOU FEEL IT. COULD NOT CONFIRM ON ROAD TEST WITH SERVICE MANAGER. BUT WILL ATTENT TO CONFIRM WHILE DIAGNOSING ABOVE LINES. ATTEMPTED TO CONFIRM VIBRATION ON ROAD TESTS FROM LINE 1 AND 2. COULD NOT CONFIRM. NOTE REAR TIRES ARE CUPPED AND HAVE UNEVEN WEAR PATTERN AS NOTED ON PREVIOUS RO 77628.

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOC5 JOB# 3 TOTAL 0.00

88/z38d





6995 Redwood Blvd., Novato, CA 94945  
(415) 895-3000 (800) 659-5552

B.A.R. #: AD109228  
P & A CODE: 07715  
EPA# CAL000296125

22984

JOSEPH GALILEO 1052 9116 10/09/07 FOCS77831  
8864999 25,222 OXFORD WHT/ 56021  
06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
1 F T W W 3 1 P 7 6 E

NOVATO, CA

10/08/07

EP 99P

MO: 25235

TOTALS

\*\*\*\*\*  
\* [ ] CASH [ ] CHECK CK NO. [ ] \*  
\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
\* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
\*\*\*\*\*

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

TOTAL INVOICE \$ 0.00

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

DUPLICATE INVOICE





# FORD OF MARIN

619 E. Francisco Blvd.  
San Rafael, CA 94901  
415-453-4220  
415-453-2199 Fax

**SERVICE INVOICE**

ARD# AH241097

CAD# 98-0884746

CUSTOMER NO <b>37208</b>	ADVISOR <b>VICTOR R. MIRAL</b>	TAG NO. <b>324 2279</b>	INVOICE DATE <b>09/27/07</b>	INVOICE NO. <b>FOCS65363</b>
[REDACTED]	[REDACTED]	MIILEAGE <b>24,763</b>	COLOR <b>WHITE/</b>	STOCK NO.
NOVATO, CA	YEAR/MAKE / MODEL <b>06/FORD TRUCK/S-DTY F-350 SRW/CREW C</b>	DELIVERY DATE	DELIVERY MILES	
	VEHICLE ID NO. <b>1 F T W W 3 1 P 7 6 E</b>	SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	R.O. NO.	R. O. DATE <b>09/21/07</b>	MILES OUT
BUSINESS PHONE	COMMENTS	MO: 24763		

**JOB# 1 CHARGES**

LABOR  
J# 1 45FOZ03 SUSPENSION CONCERN TECH(S):71 INTERNAL  
CUSTOMER STATES WHILE DRIVING AT FREEWAY SPEEDS, MOST NOTICEABLE AND HIGHER IN TOWN SPEEDS, BUMP HIT IN ROAD WITH DRIVERS FRONT WHEEL, VEHICLE SHAKES VIOLENTLY, 71 ROAD TESTED LIFTED TRUCK, MODIFIED. NO FORD PARTS IN FRONT END. HOTLINE CONTACTED.

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

**JOB# 2 CHARGES**

LABOR  
J# 2 45FOZ1U SUSPENSION NOISE TECH(S):71 INTERNAL  
CUSTOMER STATES KLUNK NOISE HEARD IN/OUT OF DRIVES, 71 ROAD TESTED LIFTED TRUCK, MODIFIED. HOTLINE CONTACTED.

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

**JOB# 3 CHARGES**

LABOR  
J# 3 15FOZ DIESEL DRIVEABILITY TECH(S):71 INTERNAL  
CUSTOMER STATES VEHICLE HAS LACK OF POWER AND POOR FUEL MILEAGE LACK OF POWER NOT DUPLICATED, HOWEVER EXHAUST HAS BEEN MODIFIED, NO CAT, BIGGER EXHAUST

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

**JOB# 4 CHARGES**

LABOR  
J# 4 40FOZ01 BRAKE CONCERN TECH(S):71 INTERNAL  
CUSTOMER STATES RIGHT FRONT BRAKES GRABS/LOCKS UP WHILE BRAKING MODIFIED VEHICAL

JOB# 4 TOTALS  
JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

**JOB# 5 CHARGES**

LABOR  
J# 5 70FOZ03 RENTAL TECH(S):12 WARRANTY  
ESP RENTAL  
D694139  
7-DAYS

nt d  
8E/5E8

00/6/5700/ 15-0730000000 15-0730000000



# FORD OF MARIN

619 E. Francisco Blvd.  
San Rafael, CA 94901  
415-453-4220  
415-453-2199 Fax

**SERVICE INVOICE**

ARD# AH241097

CAD# 98-0884746

CUSTOMER NO. <b>37208</b>	ADVISOR <b>VICTOR R. MIRAL</b>	TAD NO. <b>324</b>	INVOICE DATE <b>09/27/07</b>	INVOICE NO. <b>FOCS65363</b>
	PHONE NO. [REDACTED]	MILEAGE <b>24,763</b>	COLOR <b>WHITE/</b>	STOCK NO.
NOVATO, CA [REDACTED]	YEAR / MAKE / MODEL <b>06/FORD TRUCK/S-DTY F-350 SRW/CREW C</b>	DELIVERY DATE	DELIVERY MILES	
	VEHICLE ID NO. <b>1FTWW31P76E [REDACTED]</b>	SELLING DEALER NO.	PRODUCTION DATE	
	R.T.E. NO.	R.O. NO.	R.O. DATE <b>09/21/07</b>	MILES OUT
REPAIRER PHONE [REDACTED]	BUSINESS PHONE	COMMENTS	<b>MO: 24763</b>	

JOB# 5 TOTALS.....

JOB# 6 CHARGES..... JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

LABOR.....

J# 6 00FOZQCT QUALITY CONTROL TECH(S):71 INTERNAL  
PERFORM QUALITY CONTROL INSPECTION TO INSURE ALL REPAIRS HAV  
BEEN COMPLETED PROPERLY  
PERFORMED QUALITY CONTROL INSPECTION

JOB# 6 TOTALS.....

JOB# 7 CHARGES..... JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

LABOR.....

J# 7 99FOZGBATT GOOD BATTERY TECH(S):229 INTERNAL  
BATTERY TEST GOOD

JOB# 7 TOTALS.....

JOB# 8 CHARGES..... JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 0.00

LABOR.....

J# 8 99FOZG8K LIGHT REPAIR TECH(S):229 INTERNAL  
YOU SHOULD HAVE YOUR BRAKES CHECKED ON A REGULAR BASIS!  
TIRES NOT REMOVED

JOB# 8 TOTALS.....

JOB# 9 CHARGES..... JOB# 8 JOURNAL PREFIX FOCS JOB# 8 TOTAL 0.00

LABOR.....

J# 9 99FOZGTIRE LIGHT WEAR TECH(S):229 INTERNAL  
FOR BEST PERFORMANCE. HAVE YOUR TIRES CHECKED REGULARLY

JOB# 9 TOTALS.....

JOB# 9 JOURNAL PREFIX FOCS JOB# 9 TOTAL 0.00

COMMENTS.....

CAC TAMMY 866-631-3788 X7105  
CUSTOMER TAKING VEHICLE TO NOVATO FORD TO ATTEMPT TO REPAIR

pg 36/38

0032479700

# FORD OF MARIN

619 E. Francisco Blvd.  
San Rafael, CA 94901  
415-453-4220  
415-453-2199 Fax

## SERVICE INVOICE

ARD# AH241097

CAD# 98-0884746

CUSTOMER NO. 37208	ADVISOR VICTOR R. MIRAL	TAG NO. 324 2279	INVOICE DATE 09/27/07	INVOICE NO. FOCS65363
	LICENSE NO.	MILEAGE 24,763	COLOR WHITE/	STOCK NO.
NOVATO, CA	YEAR/MAKE/MODEL 06/FORD TRUCK/S-DTY F-350 SRW/CREW C	DELIVERY DATE	DELIVERY MILES	
	VEHICLE I.D. NO. 1FTWW31P76E	SELLING DEALER NO.	PRODUCTION DATE	
	R.T.E. NO.	F.O.I. NO.	R.O. DATE 09/21/07	MILES OUT
BUSINESS PHONE	COMMENTS			MO: 24763

**TOTALS**

\*\*\*WARNING\*\*\*WARNING\*\*\*WARNING\*\*\*WARNING\*\*\*

ALL AREAS OF THIS DEALERSHIP CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. THESE CHEMICALS ARE CONTAINED IN VEHICLES AND PARTS AND ACCESSORIES OFFERED FOR SALE AND IN SOME OF THE PRODUCTS AND MATERIALS USED TO MAINTAIN THE PROPERTY, AND IN EMISSIONS, FUMES, AND SMOKE FROM BUSINESS OPERATIONS, EMPLOYEE AND GUEST ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, THE OPERATION AND SERVICING OF MOTOR VEHICLES, AND THE USE OF TOBACCO PRODUCTS.

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.S....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

\*\*\*WARNING\*\*\*WARNING\*\*\*WARNING\*\*\*WARNING\*\*\*

CUSTOMER SIGNATURE

\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

The California office of Krohn & Moss, Ltd. has a written agreement with Ford Motor Company wherein we receive attorneys' fees in the amount of \$1750.00 if the case settles pre-litigation for a repurchase or a replacement. The agreement can be confirmed with Ms. Tonya Rocquemore at Ford Motor Company. In the event Ms. Rocquemore does not confirm our written agreement regarding pre-litigation fees, we will be happy to provide you with any documentation you need regarding our fees upon successful resolution of the case with our client and an agreement that the manufacturer will pay our attorneys' fees. We do not want to go through the painstaking process of providing these time entries unless we can reach a resolution with our clients first. If you have any questions regarding this matter, please do not hesitate to contact me. Thank you.





## BBB AUTO LINE

October 22, 2007

Re: FCLC1 [REDACTED] vs Ford Motor Corporation

KROHN & MOSS  
5055 WILSHIRE BLVD STE 300  
LOS ANGELES CA 90036

Dear Todd Friedman:

The BBB AUTO LINE program works with consumers and the Ford Motor Company to resolve warranty concerns. This letter is to acknowledge your contact in reference to your automotive complaint and includes instructions and forms for filing with the BBB AUTO LINE program.

Please review the information outlined below and follow the instructions carefully:

**Step 1:** Read the enclosed brochure *How BBB AUTO LINE Works (California)*. This brochure will explain the following:

- \* How to use our program
- \* The steps for you to follow to enable us to process your dispute
- \* What claims are eligible and the remedies available through the program
- \* What information will be considered in evaluating your claim
- \* The time period in which your case will be handled

**Step 2:** Review the enclosed *Customer Claim Form (CCF)*. Please complete the packet including the grid to give details about each vehicle problem on which your claim is based. This form must be signed by all titled owners of the vehicle.

**Step 3:** Please provide one clear copy of the following documents, preferably on standard size paper:

- \* Sales or lease agreement containing the vehicle purchase price, sales tax, and other expenses associated with the purchase or lease; financing agreement, if any.
- \* Current vehicle registration
- \* All repair orders and work orders for repairs to the vehicle. Please include proof of payment if you are seeking reimbursement.

**Step 4:** Attach one copy of the documents listed in Step 3 to the signed *CCF*. Please use a paperclip rather than stapling the documents. **DO NOT SEND** originals.

**Step 5:** Please fax your completed packet to 703-247-9700 or mail to:  
BBB AUTO LINE,  
4200 Wilson Boulevard, Suite 800  
Arlington, VA 22203.

*Council of Better Business Bureaus, Inc.*

4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

If possible, please use a large size envelope so you do not have to fold documents.

Please note that Rule 3 of the *How BBB AUTO LINE Works (California)* brochure is amended to add the following remedy which 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*.

Please call me at 800-955-5100 if you have any questions or if I may be of help.

Sincerely,

Donna Patterson at Extension 506

**Customer Claim Form**

Contact Date: 10/20/07

Start Date:

Case Number: [REDACTED]

Have you contacted the mfr regarding your claim?  YES  NO

Have you previously filed a claim on this vehicle with the BBB or another dispute resolution provider?  
 YES  NO

If yes, name of provider: \_\_\_\_\_ Date: \_\_\_\_\_

Case Number: \_\_\_\_\_

**Titled Owner(s) Name&Address**

LOS ANGELES, CA

Day Phone: [REDACTED]

Evening Phone:

Cell Phone:

Fax Number: [REDACTED]

E-mail Address:

Customer Contact Info:

**Vehicle Information**

**Name(s) of individual(s) or business that appear on vehicle title** [REDACTED]

Vehicle Use:  Personal  Business  Both

Percentage of time vehicle used for business purposes:

Transmission Type:

Number of vehicles registered in California by vehicle owner/lessee:

Make: Ford Model: F-350 Model Year: 0 Current Mileage: 0

Vehicle Identification Number: \_\_\_\_\_

Servicing Dealer/City/State: NOVATO FORD LINCOLN MERCURY, NOVATO CA

Selling Dealer/City/State : , ,

Insurance Carrier : \_\_\_\_\_ Policy Number: \_\_\_\_\_

Has vehicle been in an accident/had body damage? Yes \_\_\_ No  Date of accident:

Description of Damage :

**Purchase/Lease Information (Complete left side if vehicle was purchased or right side if vehicle was leased)**

Purchase Date: \_\_\_\_\_ Mileage at purchase:

Lease Date: \_\_\_\_\_ Mileage at lease:

Purchased As :  New  Used  Demo

Leased As :  New  Used  Demo

Is the vehicle in your possession?

Is the vehicle in your possession? YES

Lienholder's Name:

Leasing Company's Name: \_\_\_\_\_

Address:

Address: \_\_\_\_\_

City/St/Zip:

City/St/Zip: \_\_\_\_\_

Phone:

Phone: ( ) -

Lienholder Acct #:

Leasing Company's Acct #:

**Customer's Desired Outcome (Describe what you want done to resolve your concern)**

Signature of Titled Owner(s)/Lessee(s): \_\_\_\_\_

Date \_\_\_\_\_

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

Return the Form to: BBB AUTO LINE, 4200 Wilson Blvd., Suite 800, Arlington Va, 22203-1838

**Council of Better Business Bureaus, Inc.**

4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700





OASIS RESULT:

1FTWW31P76E

© Copyright 2002-2007 Ford Motor Company. All rights reserved.

11/19/2007  
08:42:22  
FCXWS446

VEHICLE INFORMATION

VEHICLE DESCRIPTION 2006 F-SERIES	BODY STYLE F-350 CREW CAB 4X4	ENGINE 6.0L DIESEL DI V8
TRANSMISSION TORQSHIFT	AXLE CODE 3L	ENGINE CALIBRATION 6F710D0A

WARNING MESSAGES

CUDL - THIS VEHICLE HAS A CLOSED CUDL CONTACT  
CUDL - THIS VEHICLE HAS AN OPEN CUDL CONTACT

ARN MESSAGES

ATTENTION TECHNICIANS AND SERVICE MANAGERS:  
BEFORE REPLACING FUEL INJECTORS FOR COLD ENGINE OPERATION SEE TSB 07-05-04  
BEFORE REPLACING 6.0L TURBOCHARGER OR VGT SOLENOID REFER TO 07-16-01  
BEFORE REPLACING 6.0L CYLINDER HEAD GASKETS REFER TO 07-21-05

GENERAL WARRANTY INFORMATION

WARRANTY START DATE 09/02/2006	BUILD DATE 09/14/2005	SALE MILEAGE 00205
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OUTSTANDING FIELD SERVICE ACTIONS

NO CAMPAIGN MESSAGE(S) FOUND

EXTENDED COVERAGES

0994 - USA 2006 NEW 60/60,000 P'TRAIN CARE W/ROADSIDE  
STANDARD DEDUCTIBLE: 100 USD  
OWNER NAME: [REDACTED]  
OPTIONS:  
EXPIRATION DATE: 09/02/2011  
DISTANCE: 60,000  
RENTAL: 28 UP TO 10 DAYS  
TOWING: 0 USD  
CONTRACT SOLD BY: USA 40919  
ESP CONTRACT START DATE: 09/02/2006  
OWNER OF VEHICLE MUST MATCH OWNER NAME ON OASIS FOR COVERAGE TO APPLY

WARRANTY REPAIR HISTORY

10/08/2007

DEALER: Novato Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 025222M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
F7AZ 3F823BA		002	3504A	41	STICKS/BINDS/GRABS
7C3Z 3504A	GEAR ASY-STEERING	001	3001A		
388898S		002	3001A5		

CHECKED AND FOUND INTERNAL KNOCK SOUND IN STEERING BOX WHEN TURNING STEERING WHEEL BACK AND FORTH. ALSO FELT LOOSNESS WHILE DRIVING VEHICLE. REPLACED STEERING BOX AND ROAD TESTED GOOD. STEERING

<http://www.vrep.fordtechservice.dealerconnection.com/vdirs/oasis/oareq.asp?back...> 11/19/2007



WHEEL STRAIGHT. FINAL ROAD TEST BY SERVICE MANAGER.

07/30/2007

DEALER: Novato Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 021190M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
6C3Z 3504A	GEAR ASY-STEERING	001	3504A	33	LOOSE PART
F7AZ 3F823BA		006	3001A		
388398S		002	3001A6		

REPLACED STEERING BOX,REPLACED 2 BOLTS IN FRONT SWAY BAR EXS TENSION,RETORQU ES RADIUS ARM BUSHINGS

07/30/2007

DEALER: Novato Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 021190M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
RECAL	ECC PROCESSOR RECAL	000	12650D	42	DOES NOT OPERATE PROPERLY
		000	12650DX1		
		000	12650D45		
		000	MT12A650		

REPROGRAMED TCM,WITH NEW UPDATE,TEST DROVE WITH SERVICE MANAGER,UP WALDO GR ADE ALL OK AT THIS TIME.UNABLE TO DUPLICATE LACK OF POWER

06/20/2007

DEALER: Novato Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 018600M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
5C3Z 3E652A	BRACKET -STRG SHOCK	001	3651A	07	IMPROPERLY ADJUSTED/FITS POORLY
5C3Z 3E651D	ABSORBER-STEERING SH	001	12651D		
OSP		001	12651DX1		
		000	12651D2		

INSPECTED AND VERIFIED CUSTOMERS CONCERN. INSTALLED DUAL STEERING STABILIZER AND RECHECKED, ALL OK AT THIS TIME.

03/23/2007

DEALER: Novato Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 012366M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
5C3Z 14A664AA	AIR BAG CLOCK SPRING	001	14056D	42	DOES NOT OPERATE PROPERLY
		000	14056D6		

TESTED AND FOUND CLOCK SPRING DEFECTIVE, REPLACED AND RESTORED COLUMN AND TESTED OK

12/08/2006

DEALER: Novato Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 003836M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
6C3Z 3504A	GEAR ASY-STEERING	001	3504A	33	LOOSE PART
F7AZ 3F823AA		003	3001A		

<http://www.vrep.fordtechservice.dealerconnection.com/vdirs/oasis/oareq.asp?back...> 11/19/2007





To: Darren

From: [REDACTED]

Date: 10.23.07

Fax: [REDACTED]

Darren -

[REDACTED] has the  
registration in his truck.  
I will fax that later.

Thanks,

[REDACTED]

Please fax this completed form, along with your current registration and other requested documents, to our toll-free fax number: (866) 431-5575

Release of Lien Information

I , hereby authorize


Ford Motor Credit  
Lien Holder Name

Overnight Address (not P.O. Box)

Address

1-800-727-7000  
Phone Number

to release any

and all information regarding my loan account # 

for 1FTWW31P76E  
Vehicle Identification Number (VIN)

Ford Motor Corp.  
Manufacturer's Name

including but not limited to a complete payment history of my account, a loan payoff amount, interest paid to date, late charges, and per diem information.



Signature

10-15-07

Date



Signature

Date

SSN



**RETAIL INSTALLMENT SALE CONTRACT - SIMPLE INTEREST METHOD**

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_ R.O.S. Number \_\_\_\_\_ Stock Number 53475

Buyer (and Co-Buyer) Name and Address (including County and Zip Code) \_\_\_\_\_  
 [Redacted]  
 CREDITOR - SELLER (Name and Address)  
 HOWARD FORD  
 6995 REDWOOD BLVD  
 HOWARD CA 94945

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 terms 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 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	2005	FORD TRUCK SUPER -380	265	1FT7W317750	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.	<b>Total Sale Price</b> The total cost of your purchase on credit, including your down payment of \$ <u>67.00</u>
0.00 %	\$ 0.00	\$ 5390.37	\$ 5390.37	\$ 5390.37
(b) means an estimate				
<b>YOUR PAYMENT SCHEDULE WILL BE:</b>				
<b>Number of Payments</b>	<b>Amount of Payments</b>	<b>When Payments Are Due:</b>		
One Payment of	N/A	N/A		
One Payment of	N/A	N/A		
21 Payments	749.78	Monthly, Beginning 11/17/05		
Payments	N/A	Monthly, Beginning N/A		
One Final Payment	749.22	DUE ON 02/17/06		
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 to us before the scheduled date, minimum finance charges, and security interest.				

ITEMIZATION OF THE AMOUNT FINANCED	
<b>1. Total Cash Price</b>	
A. Cash Price of Motor Vehicle and Accessories	\$ 4541.27(A)
1. Cash Price Vehicle	\$ 4522.25
2. Cash Price Accessories	\$ 19.02
3. Other (Non-taxable)	\$ N/A
Describe N/A	\$ N/A
Describe N/A	\$ N/A
B. Document Preparation Fee (not a governmental fee)	\$ N/A(B)
C. Smog Fee Paid to Seller	\$ N/A(C)
D. Theft Deterrent Device	\$ N/A(D)
E. Theft Deterrent Device	\$ N/A(E)
F. Surface Protection Product	\$ N/A(F)
G. Surface Protection Product	\$ N/A(G)
H. Sales Tax (on taxable items in A through G)	\$ 30.55(H)
I. Optional DMV Electronic Filing Fee*	\$ 28.00(I)
J. (Optional) Service Contract (to whom paid) N/A	\$ N/A(J)
K. (Optional) Service Contract (to whom paid) N/A	\$ N/A(K)
L. Price Credit or Lease Balance paid by Seller to	\$ N/A(L)
(see downpayment and trade-in calculation)	
M. (Optional) Gap Contract (to whom paid) N/A	\$ N/A(M)
N. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ N/A(N)
O. Other (to whom paid) N/A	\$ N/A(O)
For	
<b>Total Cash Price (A through O)</b>	\$ 5340.62 (U)

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.	
<b>Vehicle Insurance</b>	
	Term Premium
\$ N/A Ded. Comp., Fire & Theft	\$ N/A
\$ N/A Ded. Collision	\$ N/A
Body Injury \$ N/A limits	No. \$ N/A
Property Damage \$ N/A limits	No. \$ N/A
Medical P/E	No. \$ N/A
N/A	No. \$ N/A
<b>Total Vehicle Insurance Premiums</b>	\$ 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 required to buy other insurance to obtain credit.	
Buyer X	[Redacted]
Co-Buyer	[Redacted]
Seller X	[Redacted]

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
<b>Total Credit Insurance Premiums</b>		\$	N/A

Insurance Company Name \_\_\_\_\_

Home Office Address \_\_\_\_\_

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay if 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 of 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







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 11/1 Year \_\_\_\_\_ SELLER'S INITIALS \_\_\_\_\_

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.  
WARNING:  
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.  
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with this sale. If you have given a true payoff amount on the vehicle traded in, if the payoff amount is greater than the amount shown on the dealer's records, Seller will refund the difference to you. Seller the excess on demand if the payoff amount is less than the amount shown above in item 6B as "Prior Credit or Less a Balance." Buyer \_\_\_\_\_ Co-Buyer X \_\_\_\_\_

Notice to Buyer: (1) Read 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 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 legal action, 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 motorcycle or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details. YOU AGREE TO THE TERMS OF THIS CONTRACT, YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X \_\_\_\_\_ Date 09/02/06 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 its amount owing in any form, and of any demands upon the Buyer. Guarantor X \_\_\_\_\_ Date \_\_\_\_\_ Guarantor X \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_

Seller Signs COVATO FORD Date 09/02/06 By X \_\_\_\_\_ Title \_\_\_\_\_

**LAW** FORM NO. 551-CARS REV. 05/05. MUST BE PRINTED IN RED. (2005 Revised) and Remedy TO DTPS read sections 4425.01-4425.04 and 4425.05-4425.06. DOES NOT MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THE FORM. CHECK YOUR OWN LEGAL COUNSEL.

NEVER SIGN IN A HURRY



[Redacted]

Novato, Ca

[Redacted]

[Redacted]

FAX TRANSMITTAL FORM

To: Mike Anikainen

From: [Redacted]

Date Sent: September 25, 2007

CC:  
Phone: 1-800-875-3556  
Fax: 1-866-203-9227

Number of Pages: 8

Message: Hi Mike it took me awhile to get these together. I have been dealing with Novato Ford about my truck since 12/08/06. This is a lifted truck from the dealer that has had major front end problems since about 3000 miles on it. I have been to this dealer at least 6 times, it has been repaired there four times. Each time the repair has failed on the suspension. I involved Ford customer service and they have told me the warranty is voided because of the modifications. These were done by the dealer not me, I bought this truck this way, I specifically asked if the warranty was still good with the lift, they said yes so I went ahead and bought the truck. Now I have a \$60,000+ vehicle that I feel is a deathtrap waiting to happen. I will go into more detail over the phone at a later date. I feel the dealership defrauded me as well as baited me into buying this vehicle.

No, ?  
pen  
region

Thank you in advance.

[Redacted]

[Redacted]





6995 Redwood Blvd., Novato, CA 94945  
 (415) 895-3000 (800) 659-5552

B.A.R. #: AD109228  
 P & A CODE: 07715  
 EPA# CAL000296125

22984

NOVATO, CA

SHAWN MATHEWS 1182 6621 08/02/07 FOC575964  
 8864999 21,190 OXFORD WHT/ 56021  
 06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
 1 F T W W 3 1 P 7 6 E

07/30/07  
 MO: 21190

JOB# 1 CHARGES-----

LABOR-----  
 JOB# 1 45FOZ STEERING/SUSPENSION TECH(S):1231 WARRANTY  
 CUSTOMER STATES THERES A RATTLE NOISE IN THE FRONT END GOING  
 OVER BUMPS AND VIBRATES CHECK REPORT  
 REPLACED STEERING BOX REPLACED 2 BOLTS IN FRONT SWAY BAR EXS  
 TENSION,RETORQUES RADIUS ARM BUSHINGS

PARTS	QTY	FF-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	6C3Z-3504-A	GEAR ASY - STE 2409		WARRANTY
	-1	6C3Z-3504-A	CORE RETURN		WARRANTY
	6	F7AZ-3F823-BA	FLUID - POWER 03731		WARRANTY
	2	-388898-S	SEAL 133624		WARRANTY
TOTAL - PARTS					0.00

JOB# 1 TOTALS-----

JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES-----

LABOR-----  
 JOB# 2 10FOZ DRIVEABILITY TECH(S):1053 WARRANTY  
 CUSTOMER STATES WHEN GOING UP THE WALDO GRADE TRUCK LACKS PO  
 WER DROPS DOWN 2 GEARS CHECK REPORT, POOR GAS MILAGE  
 REFROGRAVED TCH WITH NEW UPDATE,TEST DRIVE WITH SERVICE MANA  
 GER,UP WALDO GRADE ALL OK AT THIS TIME,INABLE TO DUPLICATE  
 LACK OF POWER

JOB# 2 TOTALS-----

JOB# 2 JOURNAL PREFIX FOC5 JOB# 2 TOTAL 0.00

TOTALS-----

*****	TOTAL LABOR....	0.00
*	TOTAL PARTS....	0.00
* [ ] CASH [ ] CHECK CK NO. [ ]	TOTAL SUBLET...	0.00
*	TOTAL G.O.G....	0.00
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER	TOTAL MISC CHG.	0.00
*	TOTAL MISC DISC	0.00
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE	TOTAL TAX.....	0.00
*****	TOTAL INVOICE \$	0.00

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE \*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*





6995 Redwood Blvd., Novato, CA 94945  
 (415) 895-8000 (800) 659-5552

B.A.R. #: AD109223  
 P & A CODE: 07715  
 EPA# CAL000296125

22984

[REDACTED]  
 NOVATO, CA [REDACTED]

FRAN LENAERTS 1046 1535 12/08/06 FOC69977  
 8864999 3,836 OXFORD WHT/ 56021  
 06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
 1 F T W W 3 1 P 7 6 E [REDACTED]

12/08/06  
 NO: 3846

JOB# 1 CHARGES

LABOR-----  
 J# 1 00F0Z01 FREE OIL & FILTER TECH(S):1295 INTERNAL  
 OIL AND FILTER FREE SERVICE  
 CHECK FOR ANY PCM UPDATES  
 CHANGE OIL AND FILTER FREE SERVICE  
 CHECKED FOR UPDATES. NONE FOUND

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 1 FL-2016 KIT - ELEMENT 84844 INTERNAL  
 3 20-15W40-50SD OIL - ENGINE 804940 INTERNAL  
 TOTAL - PARTS 0.00

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----  
 FOC FREE OIL CHANGE INTERNAL  
 1H44 LDF HAZARDOUS WASTE INTERNAL  
 TOTAL - MISC 0.00

JOB# 1 TOTALS-----  
 JOB# 1 JOURNAL PREFIX FOC69977 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR-----  
 J# 2 45F0Z03 SUSPENSION CONCERN TECH(S):1175 WARRANTY  
 CHECK AND ADVISE CUSTOMER STATES EXCESSIVE PLAY IN STEERING  
 FOUND STEERING BOX OUTPUT SHAFT HAD EXCESSIVE PLAY, REPLACED  
 STEERING BOX, BLEED AIR OUT OF SYSTEM. ROAD TESTED OK

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 1 6C3Z-3504-A GEAR ASY - STE 2409 WARRANTY  
 -1 6C7Z-3504-A CORE RETURN WARRANTY  
 3 F7AZ-3F823-AA FLUID - POWER 03731 WARRANTY  
 TOTAL - PARTS 0.00

JOB# 2 TOTALS-----  
 JOB# 2 JOURNAL PREFIX FOC69977 JOB# 2 TOTAL 0.00

ESTIMATE-----  
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
 ORIGINAL ESTIMATE OF \$0.00 (+TAX)



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B.A.R # : AD109228  
P & A CODE: 07715  
EPA# CAL000296125

22984

[REDACTED]  
NOVATO, CA [REDACTED]

FRAN LENAERTS 1046 1535 12/08/06 FOCS69977  
8B64999 3,836 OXFORD WHT/ 56021  
06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
1 F T W W 3 1 P 7 6 E [REDACTED]

12/08/06  
MO: 3846

TOTALS.....

*****	
* [ ] CASH [ ] CHECK CK NO. [ ] *	TOTAL LABOR.... 0.00
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER *	TOTAL PARTS.... 0.00
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE *	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 \*\*\*\*\*



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B.A.R. #: AD109228  
 P & A CODE: 07715  
 EPA# CAL000296125

22984

NOVATO, CA

FRAN LENAERTS 1046 5032 03/26/07 FOC572693  
 8864999 12,366 OXFORD WHT/ 56021  
 06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
 1 F T W W 3 1 P 7 6 E  
 03/23/07

LI 91P

NO: 12366

JOB# 1 CHARGES-----

LABOR-----  
 J# 1 60F0Z19 AIRBAG TECH(S):1099 WARRANTY  
 CHECK AND ADVISE CUSTOMER STATES AIR BAG LIGHT ON, HORN INOP  
 CRUISE INOP, STEERING WHEEL RADIO CONTROLS INOP  
 TESTED AND FOUND CLOCK SPRING DEFECTIVE, REPLACED AND  
 RESTORED COLUMN AND TESTED OK

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 1 5C3Z-14A664-AA COVER AND CONT D461 TOTAL - PARTS WARRANTY  
 0.00

JOB# 1 TOTALS-----

JOB# 1 JOURNAL PREFIX FDCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES-----

LABOR-----  
 J# 2 01F0Z04 5K DIESEL SERV TECH(S):1249 59.57  
 PERFORM 5,000 MILE INTERVAL DIESEL SERVICE PER ATTACHED HEMJ  
 AS PER CUSTOMER REQUEST  
 PERFORMED SERVICE AS DESCRIBED ABOVE  
 FRONT BRAKES AT 11MM AND REAR AT 10MM

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
 1 FL-2015 KIT - ELEMENT 84844 28.75 28.75  
 3 XD-15H40-5QSD OIL - ENGINE 804940 17.13 51.39  
 TOTAL - PARTS 80.14

HISC-----CODE-----DESCRIPTION-----CONTROL NO-----  
 1194 LOF HAZARDOUS WASTE TOTAL - HISC 3.06 3.06

JOB# 2 TOTALS-----

LABOR 59.57  
 PARTS 80.14  
 HISC 3.06

JOB# 2 JOURNAL PREFIX FDCS JOB# 2 TOTAL 142.77

JOB# 3 CHARGES-----

LABOR-----  
 J# 3 01F0Z6ATT BATTERY GOOD TECH(S):1249 INTERNAL  
 TESTED BATTERY OK  
 TESTED BATTERY GOOD

JOB# 3 TOTALS-----

JOB# 3 JOURNAL PREFIX FDCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES-----

LABOR-----  
 J# 4 01F0Z6BK BRAKES OK TECH(S):1249 INTERNAL





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B.A.R. #: AD109228  
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EPA# CAL000296125

22984

NOVATO, CA

FRAN LENAERTS 1046 5032 03/26/07 FOC572693  
8864999 12,366 OXFORD MHT/ 56021  
06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
1 F T W W 3 1 P 7 6 E

03/23/07

MO: 12366

BRAKES CHECKED AND OK  
(DISC: OVER 5MM) (DRUM: OVER 2MM)  
BRAKES CHECKED AND OK

JOB# 4 TOTALS-----

JOB# 5 CHARGES----- JOB# 4 JOURNAL PREFIX FOC5 JOB# 4 TOTAL 0.00

LABOR-----  
J# 5+00F0ZGTIRE TIRES OK TECH(S):1249 INTERNAL  
TIRES CHECKED AND OK  
7/32" OR GREATER  
TIRES CHECKED AND OK

JOB# 5 TOTALS-----

JOB# 5 JOURNAL PREFIX FOC5 JOB# 5 TOTAL 0.00

ESTIMATE-----  
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
ORIGINAL ESTIMATE OF \$155.00 (+TAX)

COMMENTS-----  
FRAN

TOTALS-----

\*\*\*\*\*  
\* TOTAL LABOR.... 59.57  
\* TOTAL PARTS.... 80.14  
\* [ ] CASH [ ] CHECK CK NO. [ ] \*  
\* TOTAL SUBLET... 0.00  
\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
\* TOTAL G.D.G.... 0.00  
\* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
\* TOTAL MISC CHG. 3.06  
\* TOTAL MISC DISC 0.00  
\* TOTAL TAX..... 6.21  
\*\*\*\*\*  
TOTAL INVOICE \$ 148.98

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE  
\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*



6995 Ft. Road Blvd., Novato, CA 94945  
 (415) 8933000 (800) 659-5552

B.A.R. #: AD109228  
 P & A CODE: 07715  
 EPA# CAL000296125

22984

JENNIFER ENGLAND 1273 4750 06/29/07 FOC574956  
 8864999 18,600 OXFORD WHT/ 56021  
 06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
 1 F T W W 3 1 P 7 6 E

NOVATO, CA

06/20/07

MO: 18605

JOB# 1 CHARGES

LABOR-----  
 J# 1 45FOZ STEERING/SUSPENSION TECH(S):1231 WARRANTY  
 CUSTOMER STATES THE FRONT END SHAKES REALLY BAD, DOES IT  
 ON EVEN ON FLAT ROADS. CHECK AND ADVISE  
 INSPECTED AND VERIFIED CUSTOMERS CONCERN, INSTALLED DUAL  
 STEERING STABILIZER AND RECHECKED, ALL OK AT THIS TIME.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	5C3Z-3E652-A	BRACKET 176030		WARRANTY
	1	5C3Z-3E651-D	DAMPER ASY 223470		WARRANTY
	1	PRICE-DIFF-D99	D99 PRICE DIFF		WARRANTY
				TOTAL - PARTS	0.00

JOB# 1 TOTALS-----  
 JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR-----  
 J# 2+13FOZ ENGINE DIESEL TECH(S):9999 INTERNAL  
 CUSTOMER STATES HES ONLY GETTING 7 MILES TO THE GALLON CHECK  
 AND ADVISE  
 UNABLE TO VERIFY CONCERN

JOB# 2 TOTALS-----  
 JOB# 2 JOURNAL PREFIX FOC5 JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR-----  
 J# 3+51FOZ BODY ELECTRICAL TECH(S):1231 INTERNAL  
 CUSTOMER STATES YOU HAVE TO PRESS AND HOLD THE REMOTE BUTTON  
 SEVERAL TIMES BEFORE IT WILL WORK CHECK AND ADVISE  
 INSPECTED FOR CUSTOMERS CONCERN, UNABLE TO VERIFY. WORKS OK  
 EACH TIME.

MISC-----  
 CODE-----DESCRIPTION-----CONTROL NO-----  
 FD FREE DIAGNOSIS  
 TOTAL - MISC 0.00

JOB# 3 TOTALS-----  
 JOB# 3 JOURNAL PREFIX FOC5 JOB# 3 TOTAL 0.00



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NOVATO, CA

JENNIFER ENGLAND 1273 4750 06/29/07 FOC574956  
8864999 18,600 OXFORD WHT/ 56021  
06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
1 F T W W 3 1 P 7 6 E

06/20/07

MO: 18605

EX 99P

TOTALS

*****		TOTAL LABOR....	0.00
* [ ] CASH [ ] CHECK CK NO. [ ]		TOTAL PARTS....	0.00
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER		TOTAL SUBLET...	0.00
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE		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 \*\*\*\*\*



[REDACTED]  
Novato, Ca  
[REDACTED]  
[REDACTED]

FAX TRANSMITTAL FORM

To: Mike Antikainen

[REDACTED]  
Date Sent: October 9, 2007

Phone: 1-800-375-3666  
Fax: 1-866-203-9227

Number of Pages: 12

Message: Hey Mike,

Here is the latest stuff regarding my truck. There is one Work Order from Ford of Marin, this is the dealer who would not work on my truck because they said the truck had no warranty. The rest are from Novato Ford. The Latest from Joe Galileo is that the vibration in the floor of my truck is normal and a characteristic of this truck. He says he can't feel it therefore they cannot repair it. The problem is definitely in the left side of the truck. The wheel hopping is present, something else Mr. Galileo says is normal operation for this truck. They now have replaced the steering stabilizers 3 times, trying different models each time. They have gotten better each time, but still not right. The trucks steering box has been replaced 3 times now. The new one has a groan in it. This does not sound normal either. Mr. Galileo told me that the box needs to be broken in over the next thousand miles or so. I predict it to will fail based on how the truck is acting. I have never met a bigger bunch of liars in my life. This man has even gone as far as slandering me over a phone conversation that I over heard. This truly a bad situation here, they have owed my mom \$192 for over a month now, did not pay off my sisters trade in for over a month, costing here late fees and credit issues. The list goes on and on, they now threatened my parents with felony charges, my parents want them to make right on what they said and they will then settle a matter of \$750 on my sisters car. They used bait and switch tactics with my sisters loan, wanted to change a trade-in price of my fathers truck after the papers were signed, sold my mom a car telling her there was 2500 miles or so on it and putting that in the loans papers only to find the car had 5900 miles on it at delivery. They then had the audacity to accuse them of driving the car to Arizona over night when it was brought to there attention the next day. So in closing as you can see this dealer is a real piece of work. Anyway I am on my way to Oregon tomorrow so if you have any questions please call me.

Thank you,  
[REDACTED]  
[REDACTED]



6995 Redwood Blvd., Novato, CA 94945  
 (415) 895-3000 (800) 659-5552

B.A.R. #: AD109228  
 P & A CODE: 07715  
 EPA# CAL000296125

22984

JOSEPH GALILEO 1052 8608 10/04/07 FOC577628  
 8864999 24,842 OXFORD WHT/ 56021  
 06/FORD TRUCK/S-DTY F-350 SRW/CREW Q 09/02/06 205  
 1 F T W W 3 1 P 7 6 E

NOVATO, CA

09/27/07

MO: 24871

JOB# 1 CHARGES

LABOR-----  
 J# 1 45FDZ STEERING/SUSPENSION TECH(S):1175 1188 INTERNAL  
 CUSTOMER STATES WHILE DRIVING AND VEHICLE HITS BUMP OR POT  
 HOLE OR LAKE MARKERS DOTS STEERING WHEEL SHUDDERS AND FLOOR  
 VIBRATES.  
 CUSTOMER THINKS MORE SO FROM LEFT SIDE.  
 CHECKED AND FOUND FRONT TIRES CUPPED AND SLIGHTLY CHOPPED  
 AND WORN ON EDGES. SPUN TIRES ON BALANCE MACHINE. FOUND OUT  
 OF BALANCE AND RIGHT REAR TIRE HAS NAIL IN IT AND ONLY 5  
 POUNDS OF AIR. PER CUSTOMERS REQUEST SUBLET WHEELS AND TIRES  
 TO ABLE TIRE FOR TIRE REPAIR AND REBALANCE OF ALL FOUR  
 WHEELS. REINSTALLED ON VEHICLE WITH WORN TIRES ON REAR.  
 ROAD TESTED GOOD.  
 CUSTOMERS CONCERN ABOUT STEERING WHEEL VIBRATION WHEN  
 DRIVING OVER POT HOLE OR LARGE BUMPS IN ROADWAY IS NORMAL.

PARTS-----	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	5C3Z-4800-A	SUPPORT 147879		INTERNAL
	1	219567-STABILIZER			INTERNAL
				TOTAL - PARTS	0.00

G.O.G. & SUPPLIES-----					
		FREIGHT (PARTS)			INTERNAL
				TOTAL - GOG	0.00

JOB# 1 TOTALS-----  
 JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR-----  
 J# 2 45FDZ11 SUSPENSION NOISE TECH(S):9999 INTERNAL  
 CUSTOMER STATES GOING IN AND OUT OF DRIVEWAYS HEARS CLANKING  
 NOISE FROM FRONT OF VEHICLE.  
 CHECKED IN AND OUT OF DRIVEWAYS AT ALL SPEEDS. ROAD TESTED  
 OVER SPEED BUMPS SEVERAL TIMES. COULD NOT CONFIRM CUSTOMERS  
 CONCERN.  
 CHECKED ALL BALL JOINTS, STEERING GEAR, AND ALL FRONT END  
 COMPONENTS INCLUDING WHEEL BEARINGS ALL OK. NO PROBLEM  
 FOUND.

JOB# 2 TOTALS-----  
 JOB# 2 JOURNAL PREFIX FOC5 JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR-----  
 J# 3 45FDZ03 SUSPENSION CONCERN TECH(S):9999 INTERNAL  
 CUSTOMER STATES STEERING WHEEL OFF CENTER TO THE RIGHT.  
 CENTERED STEERING WHEEL.  
 ROAD TESTED GOOD.



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B.A.R. #: AD109228  
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22984

JOSEPH GALILEO 1052 8608 10/04/07 FOC577628  
8864999 24,842 OXFORD WHT/ 56021  
06/FORD TRUCK/5-DTY F-350 SRW/CREW C 09/02/06 205  
1 F T W W 3 1 P 7 6 E

NOVATO, CA

09/27/07

MO: 24871

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOC5 JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4 40FDZ07

BRAKE NOISE

TECH(S):1188

INTERNAL

CUSTOMER STATES HEARS BRAKE SQUEAK FROM RIGHT FRONT AND  
RIGHT FRONT WHEEL WILL LOCK UP ON HARD STOPS.  
ROAD TESTED COULD NOT CONFIRM. PANIC STOPPED VEHICLE  
NO LOCK UP. DURING NORMAL OPERATION, BRAKE SYSTEMS MAY  
EMIT AN INTERMITTENT SQUEAL OR GRIND WHEN BRAKES ARE APPLIED  
THIS IS CONSIDERED NORMAL. NO PROBLEM FOUND.

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FOC5 JOB# 4 TOTAL 0.00

JOB# 5 CHARGES

LABOR

J# 5-70FDZ

SUBLET

TECH(S):9999

0.00

TECH STATES RIGHT REAR TIRE HAS NAIL IN IT. FRONT TIRES ARE  
CUPPED AND OUT OF BALANCE DUE TO LACK OF ROTATION. CUSTOMER  
REQUESTS SUBLET TO ABLE TIRE FOR TIRE REPAIR AND TO  
REBALANCE ALL 4 TIRES.  
SUBLET TO ABLE TIRE FOR REPAIR AND BALANCE.

SUBLET-----PO#-----VEND INV#-INV. DATE-DESCRIPTION-----

53976 120698 10/03/07 REPAIR TIRE/BAL. ALL 4

TOTAL - SUBLET 168.75

JOB# 5 TOTALS

SUBLET 168.75

JOB# 5 JOURNAL PREFIX FOC5 JOB# 5 TOTAL 168.75

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
ORIGINAL ESTIMATE OF \$175.00 (+TAX)

COMMENTS

HAS RENTAL





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B.A.R. #: AD109228  
P & A CODE: 07715  
EPA# CAL000296125

22984

[REDACTED]  
NOVATO, CA [REDACTED]

JOSEPH GALILEO 1052 8608 10/04/07 FOC577628  
8864999 24,842 OXFORD WHT/ 56021  
06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
I F T W W 3 1 P 7 6 E [REDACTED]

09/27/07

MO: 24871

TOTALS.....

\*\*\*\*\*  
\* [ ] CASH [ ] CHECK CK NO. [ ] \*  
\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
\* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
\*\*\*\*\*

TOTAL LABOR.... 0.00  
TOTAL PARTS.... 0.00  
TOTAL SUBLET... 168.75  
TOTAL G.O.G.... 0.00  
TOTAL MISC CHG. 0.00  
TOTAL MISC DISC 0.00  
TOTAL TAX..... 0.00  
-----  
TOTAL INVOICE \$ 168.75

THANK YOU FOR YOUR BUSINESS!!

\_\_\_\_\_  
CUSTOMER SIGNATURE

**Asia Tire & Brake**

7080 Redwood Blvd.  
 Novato, CA 94945  
 (415) 897-4125  
 BAR #AJ081003-DPA #CAL00070/03

Invoice # [REDACTED]

NOVATO FORD  
 1895 REDWOOD BLVD.  
 P.O. BOX 2659  
 NOVATO CA 94949

Tuesday, October 02, 2007  
 Printed at 9:16:20 AM on  
 Thursday, October 04, 2007  
 Workorder # 107926

MAKE & MODEL: [REDACTED] MILEAGE: [REDACTED] REP: [REDACTED] PO # [REDACTED] TERMS [REDACTED]  
 LICENSE NO: [REDACTED] PLATE NO: [REDACTED] MOTOR DEF: [REDACTED] ENGINE SIZE: [REDACTED] TRANSMISSION: [REDACTED] COLOR: [REDACTED] PRD DATE: [REDACTED]

CATALOG	DESCRIPTION	QTY	PARTS	LABOR	DISC	FET	TOTAL COST
24	17 AND LARGER COMPUTER WHEEL BALANCE	4		25.00			\$100.00
718	TIRE REPAIR 18"	1		35.00			\$35.00
	1 NAIL						
CARRY OUT							

*Welcome, We appreciate your business.*

PAID BY	Parts	Labo	Freight	Other	FET	Taxable	Non-Taxable	Rate	TOTAL
Account \$185.00	\$0.00	\$135.00	\$0.00	\$0.00	\$0.00	\$0.00	\$135.00	\$0.00	\$135.00

I, the Signature Owner authorize you to perform the above repairs and handle customer complaints. I understand your shop policy for repairs to be separate only. I do not authorize you to use my car for any other purpose, including but not limited to repairs & alterations or damage to vehicle or other liability.  
 I do not authorize you to use my car for collection or any other use. I agree to pay for any damage to my car or other liability. I do not authorize you to use my car for any other purpose, including but not limited to repairs & alterations or damage to vehicle or other liability.  
 I have read & understood the above.  
 Signed at a copy of this invoice. A copy of this invoice. A copy of this invoice. A copy of this invoice.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



# NOVATO FORD

6995 Redwood Blvd.  
Phone (415) 895-3000  
1-866-505-2222

6995 Redwood Blvd., Novato, CA 94945  
(415) 895-3000 (800) 659-5552

NOVATO, CALIFORNIA 94945  
B.A.R. REG. # AD109228

B.A.R. #: AD109228  
P & A CODE: 07715

EPA# CAL 000296125

### 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
07/30/07	75964	21190	1182	1231	W	45FOZ	STEERING/SUSPENSION
06/20/07	74956	18605	1273	1053	W	10FOZ	DRIVEABILITY
03/23/07	72693	12365	1046	1231	W	45FOZ	STEERING/SUSPENSION
				9999	I	13FOZ	ENGINE DIESEL
				1231	I	51FOZ	BODY ELECTRICAL
				1099	W	60FOZ19	AIRBAG

SALESPERSON NO. 1263

## SERVICE

STATE REG # 3

VEHICLE ID NO. <b>1FTWW31P76E</b>	YEAR/MANUFACTURER <b>06/FORD TRUCK/S-DTY F-350 SRW/CREW</b>	FINANCE/LEASE DATE <b>09/02/06</b>	STOCK NO. <b>56021</b>	SALES REP. NO. <b>77831</b>
CUSTOMER NO. <b>[REDACTED]</b>	SERVICE CONTRACT NO. <b>[REDACTED]</b>	DELIVERY DATE <b>09/02/06</b>	DEALER/FRANCHISE NO. <b>205</b>	R.O. DATE <b>10/08/07</b>
COLOR <b>OXFORD WHT/MD FLT</b>	CONTRACT NO. <b>[REDACTED]</b>	EXPIRATION DATE <b>[REDACTED]</b>	EXPIRATION ACCTS. <b>[REDACTED]</b>	TAG NO. <b>9116</b>
RESIDENCE PHONE <b>[REDACTED]</b>	BUSINESS PHONE <b>[REDACTED]</b>	ADDRESS NO. <b>1052</b>	ADVISOR <b>JOSEPH GAILEO</b>	
TIME RECEIVED <b>01:14pm</b>	DATE/TIME PHONED <b>10/09/07 06:00pm</b>	PRIORITY <b>5</b>		
APPROVED BY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	LABOR RATE <b>E# 99P</b>			

I hereby authorize the repair work described herein 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 materials for any reason, but you neither assume or substitute any other service to achieve for you any liability in connection with such repair, that you shall not be responsible for loss or damage to this above vehicle, or set dies left in place, in case of fire, theft or other cause beyond your control. That we accept treatment's firm is hereby acknowledged on the above vehicle to secure the amount of repairs. Division. If at your facility you repossess the above vehicle on a service, highway or elsewhere for the purpose of testing and/or inspecting such vehicle.

### INSTRUCTIONS ON WORK TO BE DONE

ORIGINAL CUSTOMER ESTIMATE: TOTAL

- X
- 1 | \* 45FOZ **STEERING/SUSPENSION**  
CUSTOMER STATES WHEN GOING IN AND OUT OF DRIVEWAYS, HEARS NOISE FROM FRONT OF VEHICLE. CONFIRMED ON ROAD TEST, ALSO DUPLICATED WHEN MAKING SWEEPING LEFT TURN IN INTERSECTION.
- 2 | \* 46FOZD1 **STEERING CONCERN**  
CUSTOMER STATES AFTER HAVING STEERING WHEEL TURNED AND THEN ACCELERATING STEERING WHEEL LOCKED AND WOULD NOT RETURN.
- 3 | \* 45FOZD3 **SUSPENSION CONCERN**  
CUSTOMER STATES FEELS VIBRATION UNDER DRIVERS FLOORBOARD WHEN DRIVING AT FREEWAY SPEEDS, THE FASTER YOU GO THE MORE YOU FEEL IT. COULD NOT CONFIRM ON ROAD TEST WITH SERVICE MANAGER, BUT WILL ATTENT TO CONFIRM WHILE DIAGNOSING ABOVE LINES.

<input type="checkbox"/>	01	DR & FILTER
<input type="checkbox"/>	02	CH AS PER MCHU
<input type="checkbox"/>	03	SH AS PER MCHU
<input type="checkbox"/>	04	TKAL PER MCHU
<input type="checkbox"/>	05	TKAS PER MCHU
<input type="checkbox"/>	06	TKAL PER MCHU
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<input type="checkbox"/>	09	TKAS PER MCHU
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<input type="checkbox"/>	95	TKAS PER MCHU
<input type="checkbox"/>	96	TKAL PER MCHU
<input type="checkbox"/>	97	TKAS PER MCHU
<input type="checkbox"/>	98	TKAL PER MCHU
<input type="checkbox"/>	99	TKAS PER MCHU
<input type="checkbox"/>	100	TKAL PER MCHU

Hazardous Waste Disposal Fees Used Motor Oil Motor Used Ant-Acid are reported Hazardous Waste & are being properly disposed, stored & recycled.

P & A CODE: 07715

FOR USE BY APPROPRIATE DEPT

CLASS DEPART	AUTHORIZATION TO REPAIR/CLERK	PAID TO CLERK ONLY
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1	2	3	TOTAL
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On behalf of Ford Credit, I hereby certify that the information contained herein is accurate and true to the best of my knowledge and belief. The information is provided for your use only and is not to be used for any other purpose. Ford Credit is not responsible for any errors or omissions in this information. Ford Credit is not responsible for any damages or losses resulting from the use of this information. Ford Credit is not responsible for any actions taken by you or any third party based on the information provided herein.

SALES MANAGER, SERVICE MANAGER OR AUTHORIZED PERSON DATE





6995 Redwood Blvd., Novato, CA 94945  
 (415) 895-3000 (800) 659-5552

B.A.R. # AD109228  
 P & A CODE: 07715  
 EPA# CAL000296125

22984

JOSEPH GALILEO 1052 9116 10/09/07 FOCS77831  
 8864999 25,222 OXFORD WHT/ 56021  
 06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
 I F T W W 3 1 P 7 5 E

NOVATO, CA

10/08/07

MO: 25235

JOB# 1 CHARGES

LABOR-----  
 J# 1 45F02 STEERING/SUSPENSION TECH(S):1175 INTERNAL  
 CUSTOMER STATES WHEN GOING IN AND OUT OF DRIVEWAYS, HEARS NOISE FROM FRONT OF VEHICLE. CONFIRMED ON ROAD TEST, ALSO DUPLICATED WHEN MAKING SLEEPING LEFT TURN IN INTERSECTION. CONFIRMED NOISE VERY INTERMITTENT. CHECKED AND RETORQUED ALL MOUNTS AND SUSPENSION. REPOSITIONED SHAY BAR LINKS. ROAD TESTED COULD NOT DUPLICATE NOISE AT THIS TIME.

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR-----  
 J# 2 45F0201 STEERING CONCERN TECH(S):1175 WARRANTY  
 CUSTOMER STATES AFTER HAVING STEERING WHEEL TURNED AND THEN ACCELERATING STEERING WHEEL LOCKED AND WOULD NOT RETURN. CHECKED AND FOUND INTERNAL KNOCK SOUND IN STEERING BOX WHEN TURNING STEERING WHEEL BACK AND FORTH. ALSO FELT LOOSNESS WHILE DRIVING VEHICLE. REPLACED STEERING BOX AND ROAD TESTED GOOD. STEERING WHEEL STRAIGHT. FINAL ROAD TEST BY SERVICE MANAGER.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	2	F7AZ-3F823-BA	FLUID - POWER 03731		WARRANTY
	1	7C3Z-3504-A	GEAR ASY - STE 2426		WARRANTY
	-1	7C3Z-3504-A	CORE RETURN		WARRANTY
	2	-388898-5	SEAL 133624		WARRANTY
				TOTAL - PARTS	0.00

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR-----  
 J# 3 45F0203 SUSPENSION CONCERN TECH(S):9999 INTERNAL  
 CUSTOMER STATES FEELS VIBRATION UNDER DRIVERS FLOORBOARD WHEN DRIVING AT FREEWAY SPEEDS, THE FASTER YOU GO THE MORE YOU FEEL IT. COULD NOT CONFIRM ON ROAD TEST WITH SERVICE MANAGER, BUT WILL ATTENT TO CONFIRM WHILE DIAGNOSING ABOVE LINES.  
 ATTEMPTED TO CONFIRM VIBRATION ON ROAD TESTS FROM LINE 1 AND 2. COULD NOT CONFIRM. NOTE REAR TIRES ARE CLIPPED AND HAVE UNEVEN WEAR PATTERN AS NOTED ON PREVIOUS RO 77628.

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00



6995 Redwood Blvd., Novato, CA 94945  
(415) 895-3000 (800) 659-5552

E.A.R. #: AD109228  
P & A CODE: 07715  
EPA# CAL000296125

22984

[REDACTED]  
NOVATO, CA [REDACTED]

JOSEPH GALILEO 1052 9116 10/09/07 FOCS77831  
8864999 25,222 OXFORD WHT/ 56021  
06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205  
I F T W W E I P 7 5 E [REDACTED]

10/08/07  
MO: 25235

EV 99\*

TOTALS

\*\*\*\*\*  
\* [ ] CASH [ ] CHECK CK NO. [ ] \*  
\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
\* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
\*\*\*\*\*

TOTAL LABOR.... 0.00  
TOTAL PARTS.... 0.00  
TOTAL SIBLET... 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 \*\*\*\*\*



# NOVATO FORD

6995 Redwood Blvd.  
 Phone (415) 895-3000  
 1-866-506-2222

6995 Redwood Blvd., Novato, CA 94945  
 (415) 895-3000 (800) 659-5552

NOVATO, CALIFORNIA 94945  
 B.A.R. REG. # AD109223

B.A.R. #: AD109228  
 P & A CODE: 07715

### RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/YR	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/YR	TOTAL

### SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
07/30/07	75964	21190	1182	1231	W	45FOZ	STEERING/SUSPENSION
06/20/07	74956	18605	1273	1053 1231 9999	W W I	10FOZ 45FOZ 13FOZ	DRIVEABILITY STEERING/SUSPENSION ENGINE DIESEL
03/23/07	72693	12366	1045	1231 1099	I W	51FOZ 60FOZ19	BODY ELECTRICAL AIRBAG

SALESPERSON NO. 1263

## S E R V I C E

STATE REG# 3

INDICATE DAMAGE	VEHICLE ID NO. <b>1FTWW31P76E</b>	YEAR/MAKE/MODEL <b>06/FORD TRUCK/5-DTY F-350 SRW/CREW</b>	PRODUCTION NO. <b>56021</b>	STOCK NO. <b>77628</b>	R.O. NO. <b>77628</b>
	NOVATO, CA	DELIVERY DATE <b>09/02/06</b>	DELIVERY MILES <b>205</b>	EXPIRATION DATE <b>09/27/07</b>	TAG NO. <b>8608</b>
		COLOR <b>OXFORD WHT/MD FLT</b>	ADVISOR NO. <b>1052</b>	ADVISOR <b>JOSEPH GALILEO</b>	
		TUNING <b>FOZZ</b>	MILEAGE <b>24,842</b>		

Yes  
 No  
 EP 99P

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X

COMMENTS : HAS RENTAL

1 [\* 45FOZ STEERING/SUSPENSION  
 CUSTOMER STATES WHILE DRIVING AND VEHICLE HITS BUMP OR POT HOLE OR LANE MARKERS DOTS STEERING WHEEL SHUDDERS AND FLOOR VIBRATES.  
 CUSTOMER THINKS MORE SO FROM LEFT SIDE.

2 [\* 45FOZ10 SUSPENSION NOISE  
 CUSTOMER STATES GOING IN AND OUT OF DRIVEWAYS HEARS CLANKING NOISE FROM FRONT OF VEHICLE.

3 [\* 45FOZ03 SUSPENSION CONCERN  
 CUSTOMER STATES STEERING WHEEL OFF CENTER TO THE RIGHT.

4 [\* 40FOZ07 BRAKE NOISE  
 CUSTOMER STATES HEARS BRAKE SQUEAK FROM RIGHT FRONT AND RIGHT FRONT WHEEL WILL LOCK UP ON HARD STOPS.

### INSTRUCTIONS ON WORK TO BE DONE

<input type="checkbox"/>	Oil Filter
<input type="checkbox"/>	AKAC PER MESH
<input type="checkbox"/>	EX AC PER MESH
<input type="checkbox"/>	13C AC PER MESH
<input type="checkbox"/>	10C AC PER MESH
<input type="checkbox"/>	10K AC PER MESH
<input type="checkbox"/>	24K AC PER MESH
<input type="checkbox"/>	28K AC PER MESH
<input type="checkbox"/>	30K AC PER MESH
<input type="checkbox"/>	37K AC PER MESH
<input type="checkbox"/>	36K AC PER MESH
<input type="checkbox"/>	40K AC PER MESH
<input type="checkbox"/>	41K AC PER MESH
<input type="checkbox"/>	TUNE UP & CTL
<input type="checkbox"/>	TUNE UP & CTL
<input type="checkbox"/>	TUNE UP & CTL
<input type="checkbox"/>	78 PL INSPECTION
<input type="checkbox"/>	TRAMMISSION SERVICE
<input type="checkbox"/>	CHOCK BRAKES
<input type="checkbox"/>	SERVICE COOLING
<input type="checkbox"/>	WASH
<input type="checkbox"/>	ALIGNMENT
<input type="checkbox"/>	TOW

CLAUSE REVIEW  
 ADD CHARGES TO SUBMIT CLAIM  
 PARTS SCRAP DUTY

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 =000 =1000 =2000

P & A CODE: 07715  
 CHECK IF APPROPRIATE BOX

APPROVAL SIGNATURE AND DATE  
 CUSTOMER SIGNATURE AND DATE



# FORD OF MARIN

619 E. Francisco Blvd.  
San Rafael, CA 94901  
415-453-4220  
415-453-2198 Fax

**SERVICE INVOICE**

ARD# AH241097

CAD# 98-0684746

CUSTOMER NO <b>37208</b>	CONTRACT VICTOR R. MIRAL	324	TAG NO 2279	INVOICE DATE 09/27/07	INVOICE NO. FOCS65363
NOVATO, CA	VEHICLE NO. 06/FORD TRUCK/S-DTY F-350 SRW/CREW C		MIAGE 24,763	COLOR WHITE/	STOCK NO.
	VEHICLE ID I F T W W 3 1 P 7 6 E			DELIVERY DATE	DELIVERY MILE
	F.C.E. NO.			SELLER'S DEALER NO.	PRODUCTION DATE
	BUSINESS PHONE			R.O. DATE 09/21/07	WELD OUT
					MO: 24763

**JOB# 1 CHARGES**

LABOR  
J# 1 45FOZ03 SUSPENSION CONCERN TECH(S):71 INTERNAL  
CUSTOMER STATES WHILE DRIVING AT FREEWAY SPEEDS, MOST NOTICEABLE, AND HIGHER IN TOWN SPEEDS, BUMP HIT IN ROAD WITH DRIVERS FRONT WHEEL VEHICLE SHAKES VIOLENTLY. 71 ROAD TESTED LIFTED TRUCK. MODIFIED. NO FORD PARTS IN FRONT END. HOTLINE CONTACTED.

**JOB# 1 TOTALS**-----  
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

**JOB# 2 CHARGES**

LABOR  
J# 2 45FOZ10 SUSPENSION NOISE TECH(S):71 INTERNAL  
CUSTOMER STATES KLUNK NOISE HEARD IN/OUT OF DRIVES. 71 ROAD TESTED LIFTED TRUCK. MODIFIED. HOTLINE CONTACTED.

**JOB# 2 TOTALS**-----  
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

**JOB# 3 CHARGES**

LABOR  
J# 3 15FOZ DIESEL DRIVEABILITY TECH(S):71 INTERNAL  
CUSTOMER STATES VEHICLE HAS LACK OF POWER AND POOR FUEL MILEAGE LACK OF POWER NOT DUPLICATED. HOWEVER EXHAUST HAS BEEN MODIFIED. NO CAT. BIGGER EXHAUST

**JOB# 3 TOTALS**-----  
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

**JOB# 4 CHARGES**

LABOR  
J# 4 40FCZ01 BRAKE CONCERN TECH(S):71 INTERNAL  
CUSTOMER STATES RIGHT FRONT BRAKES GRABS/LOCKS UP WHILE BRAKING MODIFIED VEHICAL

**JOB# 4 TOTALS**-----  
JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

**JOB# 5 CHARGES**

LABOR  
J# 5 70FOZ03 RENTAL TECH(S):12 WARRANTY  
ESP RENTAL  
0894139  
7-DAYS

# FORD OF MARIN

619 E. Francisco Blvd.  
San Rafael, CA 94901  
415-453-4220  
415-453-2199 Fax

## SERVICE INVOICE

ARD# AH241097

CAD# 98-0834746

CLUB/SALES NO. <b>37208</b>	ADVISOR <b>VICTOR R. MIRAL</b>	TRG NO. <b>324</b>	INVOICE NO. <b>2279</b>	INVOICE DATE <b>09/27/07</b>	INVOICE NO. <b>FOCS65363</b>
	MESSAGE NO. <b>[REDACTED]</b>	MESSAGE <b>24,763</b>		COLOR <b>WHITE/</b>	STOCK NO.
<b>NOVATO, CA</b>	YEAR/MAKE/MODEL <b>06/FORD TRUCK/S-DTY F-350 SRW/CREW C</b>			DELIVERY DATE	DELIVERY FEES
	VEHICLE ID NO. <b>1FTWW31P76E</b>			SELLER'S DEALERSHIP	PRODUCTION DATE
	P.L.E. NO.	P.L.E.		P.L.O. DATE <b>09/21/07</b>	WARRANTY
	COMMENTS				<b>MO: 24763</b>

JOB# 5 TOTALS.....

JOB# 5 CHARGES..... JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

LABOR.....  
 J# 6 00FOZ0CT QUALITY CONTROL TECH(S):71 INTERNAL  
 PERFORM QUALITY CONTROL INSPECTION TO INSURE ALL REPAIRS HAV  
 BEEN COMPLETED PROPERLY  
 PERFORMED QUALITY CONTROL INSPECTION

JOB# 6 TOTALS.....

JOB# 7 CHARGES..... JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

LABOR.....  
 J# 7 99FOZEBATT 6500 BATTERY TECH(S):229 INTERNAL  
 BATTERY TEST GOOD

JOB# 7 TOTALS.....

JOB# 8 CHARGES..... JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 0.00

LABOR.....  
 J# 8 99FOZ0BK LIGHT REPAIR TECH(S):229 INTERNAL  
 YOU SHOULD HAVE YOUR BRAKES CHECKED ON A REGULAR BASIS!  
 TIRES NOT REMOVED

JOB# 8 TOTALS.....

JOB# 9 CHARGES..... JOB# 8 JOURNAL PREFIX FOCS JOB# 8 TOTAL 0.00

LABOR.....  
 J# 9 99FOZGTIRE LIGHT WEAR TECH(S):229 INTERNAL  
 FOR BEST PERFORMANCE, HAVE YOUR TIRES CHECKED REGULARLY

JOB# 9 TOTALS.....

JOB# 9 JOURNAL PREFIX FOCS JOB# 9 TOTAL 0.00

COMMENTS.....  
 CAC TAMMY 865-631-3738 X7165  
 CUSTOMER TAKING VEHICLE TO NOVATO FORD TO ATTEMPT TO REPAIR

# FORD OF MARIN

619 E. Francisco Blvd.  
San Rafael, CA 94901  
415-453-4220  
415-453-2199 Fax

## SERVICE INVOICE

ARD# AH241087

CAD# 98-0884745

CUSTOMER NO <b>37208</b>	ADDRESS <b>VICTOR R. MIRAL</b>	MO #1 <b>324</b>	MO #2 <b>2279</b>	INVOICE DATE <b>09/27/07</b>	INVOICE NO <b>FOCS65363</b>
		MILEAGE <b>24,763</b>		COLOR <b>WHITE/</b>	STOCK NO
<b>NOVATO, CA</b>	YEAR/MAKE/MODEL <b>06/FORD TRUCK/S-DTY F-350 SRW/CREW C</b>	RELAY DATE	DELIVERY MILE		
	VEHICLE ID NO <b>1FTWV31P76E</b>	CLERK/DEALER NO	PRODUCTION DATE		
	REG. NO	REG. DATE <b>09/21/07</b>	MILE OUT		
ADDITIONAL INFO	BUSINESS PHONE	COMMENTS	NO: 24763		

**TOTALS**

\*\*\*WARNING\*\*\*WARNING\*\*\*WARNING\*\*\*WARNING\*\*\*

ALL AREAS OF THIS DEALERSHIP CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. THESE CHEMICALS ARE CONTAINED IN VEHICLES AND PARTS AND ACCESSORIES OFFERED FOR SALE AND IN SOME OF THE PRODUCTS AND MATERIALS USED TO MAINTAIN THE PROPERTY, AND IN EMISSIONS, FUMES, AND SMOKE FROM BUSINESS OPERATIONS, EMPLOYEE AND GUEST ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, THE OPERATION AND SERVICING OF MOTOR VEHICLES, AND THE USE OF TOBACCO PRODUCTS.

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
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

\*\*\*WARNING\*\*\*WARNING\*\*\*WARNING\*\*\*WARNING\*\*\*

CUSTOMER SIGNATURE  
\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*





[Redacted]

Novato, Ca

[Redacted]

[Redacted]

FAX TRANSMITTAL FORM

To: Darren Shaw for Todd Friedman

From: [Redacted]  
Date Sent: October 10, 2007

Phone: 1-800-375-3666  
Fax 1-866-431-5575

Number of Pages: 4

Message:  
Darren here are the papers you asked for...  
Thank you,

[Redacted]



NOTICE OF RELEASE OF LIABILITY

VEHICLE LICENSE #

VEHICLE IDENTIFICATION #

MAKE

YEAR

MODEL BODY TYPE

2007

2007

ODOMETER

Mail Dept. of Motor Vehicles  
Completed P.O. Box 942859  
Form To: Sacramento, CA 94259-0001

READING HERE  
IN MILES

6174

YOUR LIABILITY FOR THIS VEHICLE OR VESSEL MAY NOT BE RELEASED  
IF YOU SUBMIT ILLEGIBLE OR INCOMPLETE INFORMATION.

BUYERS (LAST) NAME

(FIRST) NAME

(MIDDLE) F DEALER  
CHECK HERE

ADDRESS OF BUYER

CITY

ST.

ZIP

MO DAY YR

SELLERS (LAST) NAME

(FIRST)

SALE DATE  
(MIDDLE)

[Redacted]

ST.

ZIP

PRICE

\$

SIGNATURE OF SELLER

RECEIPT OF COPY ACKNOWLEDGED (Buyer's Signature and Print Name)

FORM (LAST) BUY 1103 - 1-800-345-0345 - 2006 RELEASE  
ALTERNATIVE SOURCE - AUTOMATIC FORMS  
Use of this form is not a substitute for the proper inspection and maintenance of the vehicle.  
It is prohibited to provide information regarding the contents of this form to any person.

RECEIVED COPY

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P. 3



OUR PURPOSE IS TO PROVIDE A  
UNIQUE AND POSITIVE EXPERIENCE  
BY COMPLETELY SATISFYING ALL  
CLIENTS' EXPECTATIONS WITH  
INTEGRITY, HONESTY AND GENUINE  
CONCERN.

Stock# \_\_\_\_\_

Model: \_\_\_\_\_

\$ \_\_\_\_\_

*PLUS TAX, LIC, DOC & SMOG FEES.*

**POSTED PRICES ARE BEFORE  
ANY APPLICABLE REBATES.**

Lifetime tire Rotation every 10,000 miles	\$ 150
No Charge Diagnostic	\$ 300
Annual Safety Inspections	\$ 400
Service Discounts	\$ 300
Car Rental for Warranty Service	\$ 300
Extra for next trade-in	\$ 500

**FAST, FAIR  
&  
UP-FRONT!**

NOVAIO CA

# DUE BILL

VIN# 1GTHH31P76E

## WORK PROMISED TO BE PERFORMED AT TIME OF SALE

DATE	DESCRIPTION OF CAR	LICENSE NO.	CUSTOMER'S NAME	SALESPERSON	STOCK NO.
09/02/06	FORD TRU S-DUTY 2006			BRYAN J. LA LIBERTY	56021

## PRESENT THIS ORDER WHEN WORK IS TO BE COMPLETED

1. vehicle is sold as equipped
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. ADDITIONAL CHARGES MAY APPLY AFTER: 90 DAYS

NOTE: THE ABOVE PROMISED WORK IS THE ONLY WORK TO BE PERFORMED FREE OF CHARGE. ANY ADDITIONAL WORK WILL BE CHARGED FOR IN ACCORDANCE WITH THE TYPE OF WARRANTY ISSUED AT TIME OF SALE, AND WILL BE CASH ON DELIVERY. ALL WORK MUST BE DONE IN OUR SHOP. WE SUGGEST YOU MAKE A SERVICE APPOINTMENT IN ADVANCE PRIOR TO DROPPING OFF THE VEHICLE.

Customer

Sales Mgr.

**DUE TO INSURANCE REGULATIONS - NO LOAN CARS AVAILABLE**

FORM # AS-214-911 (REV. 01/05) • ORDER TOLL FREE 1-800-911-0256  
 ALTERNATIVE SOURCE • AUTOMATIC FORAYS  
 Use of this form is not a substitute for the opinion of local market. Alternative Source states  
 no liability of any kind is assumed by the author or printer of this form for any purpose.

# OPTIONAL PRODUCTS AND SERVICES DISCLOSURE

Buyer Name(s) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Contract Date \_\_\_\_\_

BI PLINING TABLE MONTHS FE VIN 03/02/2006

Year Make Model Year Make Model VIN  
 2006 FORD TRUCK S-BDY F-350 SRW 1FTWU31F70E

I/We, the undersigned, acknowledge:

- The charges for each of the services/products described will be included and separately itemized in the retail installment sale contract accompanying the purchase of the above described vehicle.
- These services/products are not required as a condition to purchase the vehicle or to obtain financing.
- This document was presented to us/me prior to the execution of the retail installment sale contract.

### Optional Services/Products

Price

<input type="radio"/> Optional Service Contract(s):		
(1) _____	\$ _____	N/A
(2) N/A _____	\$ _____	N/A
<input type="radio"/> Optional Debt Cancellation Agreement (GAP) N/A	\$ _____	N/A
<input type="radio"/> Optional Theft Deterrent Device(s):		
(1) N/A _____	\$ _____	N/A
(2) N/A _____	\$ _____	N/A
<input type="radio"/> Optional Surface Protection Product(s):		
(1) N/A _____	\$ _____	N/A
(2) N/A _____	\$ _____	N/A
<input type="radio"/> Optional Vehicle Contract Cancellation Option Agreement	\$ _____	N/A
<input type="radio"/> Optional Insurance Product N/A	\$ _____	N/A
	<b>Total</b>	\$ _____ N/A

Installment Payment EXCLUDING Listed Items: \$ 749.75

Installment Payment INCLUDING Listed Items: \$ 749.75

03/02/2006  
Date

\_\_\_\_\_

\_\_\_\_\_  
Co-Buyer's Signature

FORM # AS-602 (REV. 5/05) ©2006 ALTERNATIVE SOURCE • ORDER TOLL FREE 1-800-344-4255  
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To: Darren Shaw

From:

FAX: 1-866-431-5575

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 FILE 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 \*\*\*\*\*



REGISTRATION CARD VALID FROM: 09/30/2007 TO: 09/30/2008

MAKE	YR MODEL	YR 1ST SOLD	WLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	2006	2006	NJ	32P	31	[REDACTED]
BODY TYPE MODEL	NP	NO	AX	WC	UNLADEN/G/CSM	VEHICLE ID NUMBER
PK	D	NW	2	F	06964	1FTWW31P76B [REDACTED]
TYPE VEHICLE USE		DATE ISSUED	CC/ALEN	DT FEE RECVD	PIC	STICKER ISSUED
COMMERCIAL		09/28/07	21	09/28/07	8	[REDACTED]

PR EXP DATE: 09/30/2008  
 AMOUNT PAID  
 \$ 545.00

AMOUNT DUE	AMOUNT RECVD
\$ 545.00	CASH : CHECK : 545.00 CRDT :

NOVATO  
 CA

LIENHOLDER  
 FORD MOTOR CRDT CO  
 260 INTERSTATE N PKWY NW

ATLANTA  
 GA 30339

T05 R25 5D 0854500 0022 CS T05 092807 31 0854800 255

Server Name : AWS New Prod AWSPPRDDG Claims loaded through 15-NOV-2007 Server Name : AWSPPRDDG

**ANALYTICAL WARRANTY SYSTEM**

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**Standard Claims List For Model Year 2006**

Note: All Costs are in US Dollars

VIN	VEH LINE	MKT DERIV	BODY CAB	VER SERIES	DRIVE TYPE	PLT CD	TRS CD	ENG CD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	CPSC_6	PREP	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD	DIST (Miles)
1FTWW31P76E									14-02-2005	02-2006	172035	USA 4		5001	110201	6C3Z	3504	A	S10	S10	V87	N58	33	3836
AWS Claim Key:		2412783		Trx Code: 1		Labor Hrs: 3		Labor Cost: 316.96		Material Cost: 721.83		Total Cost: 1038.79												
Dir Cd-Sub Cd:		07715.*		Name: NOVATO FORD LINCOLN MERCURY		Ph: 415-8924286		St: CA		Ctry Cd: USA		Reg Cd: NA		Repr Date: 08-DEC-2006		Doc #: 06997702								
Cust Comments:		CHECK AND ADVISE CUSTOMER STATES EXCESSIVE PLAY IN STEERING																						
Tech Comments:		FOUND STEERING BOX OUTPUT SHAFT HAD EXCESSIVE PLAY, REPLACED STEERING BOX, BLEED AIR OUT OF SYSTEM. ROAD TESTED OK																						
1FTWW31P76E									14-02-2005	02-2006	172035	USA 7		5R14	110602	5C3Z	14A664	AA	S08	S08	V05	S25	42	12366
AWS Claim Key:		3221326		Trx Code: E84		Labor Hrs: 1.2		Labor Cost: 126.78		Material Cost: 50.41		Total Cost: 177.19												
Dir Cd-Sub Cd:		07715.*		Name: NOVATO FORD LINCOLN MERCURY		Ph: 415-8924286		St: CA		Ctry Cd: USA		Reg Cd: NA		Repr Date: 23-MAR-2007		Doc #: 07269301								
Cust Comments:		CHECK AND ADVISE CUSTOMER STATES AIR BAG LIGHT ON, HORN INOP CRUISE INOP, STEERING WHEEL RADIO CONTROLS INOP																						
Tech Comments:		TESTED AND FOUND CLOCK SPRING DEFECTIVE, REPLACED AND RESTORED COLUMN AND TESTED OK																						
1FTWW31P76E									14-02-2005	02-2006	172035	USA 10		5N01	110301	5C3Z	3E651	D	S13	S10	V89	N22	07	18600
AWS Claim Key:		3920801		Trx Code: E84		Labor Hrs: .9		Labor Cost: 98.22		Material Cost: 135.84		Total Cost: 232.06												
Dir Cd-Sub Cd:		07715.*		Name: NOVATO FORD LINCOLN MERCURY		Ph: 415-8924286		St: CA		Ctry Cd: USA		Reg Cd: NA		Repr Date: 20-JUN-2007		Doc #: 07495601								
Cust Comments:		CUSTOMER STATES THE FRONT END SHAKES REALLY BAD, DOES IT ON EVEN ON FLAT ROADS, CHECK AND ADVISE																						
Tech Comments:		INSPECTED AND VERIFIED CUSTOMERS CONCERN. INSTALLED DUAL STEERING STABILIZER AND RECHECKED, ALL OK AT THIS TIME.																						
1FTWW31P76E									14-02-2005	02-2006	172035	USA 12		5001	110201	6C3Z	3504	A	S10	S10	V87	N58	33	21190
AWS Claim Key:		4212575		Trx Code: E84		Labor Hrs: 2.3		Labor Cost: 251.03		Material Cost: 737.99		Total Cost: 989.02												
Dir Cd-Sub Cd:		07715.*		Name: NOVATO FORD LINCOLN MERCURY		Ph: 415-8924286		St: CA		Ctry Cd: USA		Reg Cd: NA		Repr Date: 30-JUL-2007		Doc #: 07596401								
Cust Comments:																								
Tech Comments:																								

1 day

3 days

9 days

3 days

PE13-014 0006441CPV



<b>Cust Comments:</b>	CUSTOMER STATES THERES A RATTLE NOISE IN THE FRONT END GOING OVER DUMPS AND VIBRATES CHECK REPORT															
<b>Tech Comments:</b>	REPLACED STEERING BOX,REPLACED 2 BOLTS IN FRONT SWAY BAR EXS TENSION,RETORQUES RADIUS ARM BUSHINGS															
IFTWW311761 [REDACTED] T/F7 F T/BC T/CD T/E AI T/BE T/YB SEP-2005 SEP-2006 172035 USA 12 2G05 031405 * RECAL * S12 S11 V46 D35 42 21190																
<b>AWS Claim Key:</b>	4217374	<b>Trx Code:</b>	E84	<b>Labor Hrs:</b>	1.1	<b>Labor Cost:</b>	120.05	<b>Material Cost:</b>	0	<b>Total Cost:</b>	120.05					
<b>Dir Cd-Sub Cd:</b>	07715-*	<b>Name:</b>	NOVATO FORD LINCOLN MERCURY		<b>Plt:</b>	415-8924286	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	30-JUL-2007	<b>Doe #:</b>	07596402
<b>Cust Comments:</b>	CUSTOMER STATES WHEN GOING UP THE WALSO GRADE TRUCK LACKS POWER DROPS DOWN 2 GEARS CHECK REPORT, POOR GAS MILAGE															
<b>Tech Comments:</b>	REPROGRAMED TCM, WITH NEW UPDATE, TEST DROVE WITH SERVICE MANAGER, UP WALDO GRADE ALL OK AT THIS TIME UNABLE TO DUPLICATE LACK OF POWER															
IFTWW31P761 [REDACTED] T/F7 F T/BC T/CD T/E AI T/BE T/YB SEP-2005 SEP-2006 172035 USA 14 500J 110201 7C3Z 3504 A S10 S10 V87 N58 41 25222																
<b>AWS Claim Key:</b>	4742292	<b>Trx Code:</b>	E84	<b>Labor Hrs:</b>	2.3	<b>Labor Cost:</b>	251.03	<b>Material Cost:</b>	543.73	<b>Total Cost:</b>	794.76					
<b>Dir Cd-Sub Cd:</b>	07715-*	<b>Name:</b>	NOVATO FORD LINCOLN MERCURY		<b>Plt:</b>	415-8924286	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	08-OCT-2007	<b>Doe #:</b>	07783102
<b>Cust Comments:</b>	CUSTOMER STATES AFTER HAVING STEERING WHEEL TURNED AND THEN ACCELORATING STBERING WHEEL LOCKED AND WOULD NOT RETURN.															
<b>Tech Comments:</b>	CHECKED AND FOUND INTERNAL KNOCK SOUND IN STEERING BOX WHEN TURNING STEERING WHEEL BACK AND FORTH, ALSO FELT LOOSNESS WHILE DRIVING VEHICLE. REPLACED STEERING BOX AND ROAD TESTED GOOD. STEERING WHEEL STRAIGHT. FINAL ROAD TEST BY SERVICE MANAGER.															

*Delays*

Any comments?

# Krohn & Moss, Ltd.

(Arizona, California, Florida, Georgia, Illinois, Indiana, Missouri, Nevada, Ohio, Wisconsin)

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Los Angeles, CA 90036

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7 OCT -2 AM 1:23

September 27, 2007

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

RE: [REDACTED] v. Ford Motor Company  
Vehicle: 2006 FORD F350  
VIN: 1FTWW31P76E [REDACTED]  
Our File No.: L07083625A

Dear Sir or Madam:

Pursuant to California Civil Code 1793.22(b)(3), please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Song-Beverly Warranty Consumer Warranty Act ("Lemon Law") and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office as such.

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

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

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

1. Defective steering as evidenced by an excessive play in the steering, as evidenced by fluid leaking from front of the vehicle,-



September 27, 2007

2. Defective steering and electrical as evidenced by an illumination of airbag light, inoperable horn, and inoperable cruise;
3. Defective steering and suspension as evidenced by shaking of the front end badly, and rattling noise in the front end over bumps;
4. Defective fuel system as evidenced by a low mileage, 7 mpg;
5. Defective transmission as evidenced by lack of power going uphill and poor fuel economy; and
6. Any additional complaints made by our client, whether or not they are contained in your company's records or on any repair orders.

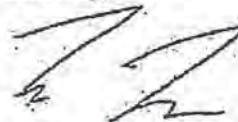
The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle.

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

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the Lemon Law and/or Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

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

Sincerely,



Todd Friedman  
Attorney at Law

TF/ec



All Action Details for Issue

Print

VIN: 1FTWW31P76[REDACTED] Year: 2006 Model: F-SERIES SUPER DUTY Case: 1640112337  
 Name: [REDACTED] Owner Status: Original WSD: 2006-09-02  
 Symptom Desc: AXLE CONCERNS ALL/4 WHL DRIVE NOISE/CHATTER Primary Phone: [REDACTED]  
 Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST Secondary Phone: [REDACTED]  
 Issue Type: 04 REGION Issue Status: CLOSED  
 Initial Customer Contact: 08/22/2007

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST  
 Dealer: 07715 NOVATO FORD LINCOLN MERCURY Origin Desc: US CONCERN CASE BASE  
 Odometer: 22511 MI Comm Type: PHONE  
 Analyst Name: MATTHEW CUSICK (MCUSICK1) Analyst: MCUSICK1  
 Action Date: 08/21/2007 Action Time: 18.00.04.440 Action Data: No

Comments CUSTOMER SAID: =CUST CALLING TO REQUEST THAT HIS TRUCK GETS A WHOLE NEW FRONT END OR THAT FORD BUYBACK HIS VEH=CUST IS NOW TAKING HIS VEH IN FOR A 5TH TIME FOR THE SAME CONCERN=CUST CAN HEAR A NOISE WHEN TURNING AND WHEN HE IS GOING UP A HILL OR INCLINE LIKE A DRIVEWAY=THE VEH ALSO HAS A LOSS OF POWER WHEN GOING UP A HILL=CUST WANTS THE VEH REPAIRED OR REPLACED==DEALER SAID: NOVATO FORD LINCOLN MERCURY6995 REDWOOD HIGHWAY NOVATO, CA 94948 TEL:(415) 892-4286=NONE====CRC ADVISED: I HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A CUSTOMER CARE SPECIALIST TO DISCUSS YOUR CONCERNS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY\*\*\* NOTE TO CSR IF CUSTOMER IS REQUIRING A TIMEFRAME PROVIDE 2-5 BUSINESS DAYS.

Action: DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 07715 NOVATO FORD LINCOLN MERCURY Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 22511 MI Comm Type: PHONE  
 Analyst Name: CRISTIANO (TCRISTIA),TAMALLA Analyst: TCRISTIA  
 Action Date: 08/22/2007 Action Time: 15.32.37.383 Action Data: No

Comments \*\*\*CCS TAMMY EXT 7105\*\*\*MADE OBC TO THE DEALERSHIP AND LM ON VM FOR SM JOE PROVIDING TOLL FREE NUMBER AND REQUESTED A RETURN CALL. MADE OBC TO THE CUSTOMER AND LM ON VM PROVIDING TOLL FREE NUMBER AND REQUESTED A RETURN CALL. SET A FOLLOW UP FOR WED 8-29-07 BY 5:00 PM PST

Action: DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 07715 NOVATO FORD LINCOLN MERCURY Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 22511 MI Comm Type: PHONE  
 Analyst Name: CRISTIANO (TCRISTIA),TAMALLA Analyst: TCRISTIA  
 Action Date: 08/23/2007 Action Time: 15.42.54.702 Action Data: No

Comments \*\*\*CCS TAMMY EXT 7105\*\*\* RECEIVED A MESSAGE ON MY VM STATING THE CUSTOMER'S VEHICLE IS NOT AT THE DEALERSHIP.

Action: TRANSFER ISSUE  
 Dealer: 07713 HENRY CURTIS FORD-MERCURY Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 22511 MI Comm Type: PHONE



Analyst Name: CRISTIANO (TCRISTIA),TAMALLA Analyst: TCRISTIA  
 Action Date: 08/29/2007 Action Time: 19.12.48.380 Action Data: No

Comments \*\*\*CCS TAMMY EXT 7105\*\*\*\* MADE OBC TO THE CUSTOMER AN HE SAID WHENEVER HE HITS ANY POTHOLES THE FRONT END OF THE VEHICLE SHAKES AND WOBBLER. THE CUSTOMER SAID HE WANTS THE FRONT END AXLES AND SUSPENSION REPLACED. THE CUSTOMER ALSO HAS A CONCERN WITH THE FUEL ECONOMY HE STATED HE IS GETTING 6-10 MPG. THE CUSTOMER SAID HE HAS TAKEN THE VEHICLE TO THE DEALERSHIP 5 TIMES IN THREE MONTHS AND THE CUSTOMER IS BEING TOLD THIS IS A NORMAL OPERATING CHARACTERISTIC. INFORMED THE CUSTOMER THAT IN ORDER TO MAKE A REPAIR WE DO NEED TO GET A DIAGNOSIS. THE CUSTOMER DECIDED TO GET A SECOND OPINION AND WILL CALL HENRY CURTIS AND MAKE AN APPT. INFORMED THE CUSTOMER I WOULD ASSIST WITH A RENTAL WHILE HIS VEHICLE IS AT THE DEALERSHIP. SET A FOLLOW UP FOR FRIDAY 9-7-07 BY 5:00 PM PST

Action: DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 07713 HENRY CURTIS FORD-MERCURY Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 22511 MI Comm Type: PHONE  
 Analyst Name: CRISTIANO (TCRISTIA),TAMALLA Analyst: TCRISTIA  
 Action Date: 09/10/2007 Action Time: 19.41.35.524 Action Data: No

Comments \*\*\*CCS TAMMY EXT 74105\*\*\* MADE OBC TO THE CUSTROMER AND HE WILL MAKE AN APPOINTMENT AND CALL TO LET ME KNOW WHEN AND WHERE HE IS TAKING THE VEHICLE. WILL FOLLOW UP TUESDAY 7-18-07 BY 5:0 PM PST

Action: DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 07713 HENRY CURTIS FORD-MERCURY Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 22511 MI Comm Type: PHONE  
 Analyst Name: CRISTIANO (TCRISTIA),TAMALLA Analyst: TCRISTIA  
 Action Date: 09/18/2007 Action Time: 17.05.58.016 Action Data: No

Comments \*\*\*CCS TAMMY EXT 7105\*\*\*MADE OBC TO THE CUSTOMER AND HE IS TAKING THE VEHICLE TO FORDOF MARIN THURSDAY. THE CUSTOMER IS REQUESTING RENTAL ASSISTANCE. MADE OBC TO THE DEALERSHIP AND SPOKE TO VICTOR TO LET HIM KNOW I WOULD COVER THE RENTAL WITH A P98 CODE AND REQUESTED THE SERVICE DEPT TO CONTACT THE TECH HOTLINE. SET A FOLLOW UP FOR THURSDAY 5-20-07 BY 5:00 PM PST

Action: TRANSFER ISSUE  
 Dealer: 06046 FORD OF MARIN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 22511 MI Comm Type: PHONE  
 Analyst Name: CRISTIANO (TCRISTIA),TAMALLA Analyst: TCRISTIA  
 Action Date: 09/18/2007 Action Time: 17.07.49.276 Action Data: No

Comments \*\*\*CCS TAMMY EXT 7105\*\*\* TRANSFER TO FORD OF MARIN

Action: DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 06046 FORD OF MARIN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM  
 Odometer: 22511 MI Comm Type: PHONE  
 Analyst Name: CRISTIANO (TCRISTIA),TAMALLA Analyst: TCRISTIA  
 Action Date: 09/20/2007 Action Time: 19.54.54.613 Action Data: No

Comments \*\*\*CCS TAMMY EXT 7105\*\*\*MADE OBC TO THE DEALERSHIP AND SPOKE TO SA VICTOR. THE CUSTOMER STATES HE PURCHASED THE VEHICLE FROM ANOTHER DEALERSHIP WITH A LFT KIT. THE VEHICLE HAS A 8-10 INCH LIFT. THE SERVICE DEPT WILL CONTACT THE TECH HOTLINE FOR SUGGESTIONS. SET A FOLLOW UP FOR MONDAY 9-24-07 BY 5:00 PM PST



---

Action: AWAITING ASSISTANCE - TECHNICAL HOTLINE

Dealer: 06046 FORD OF MARIN

Odometer: 22511 MI

Analyst Name: HALL, JAMIE

Action Date: 09/24/2007

Comm Type: VISIT

Analyst: J-HALL52

Action Time: 13.52.39.302

Origin Desc: DEALER

Action Data: No

Comments CUSTOMER CAME INTO OUR DEALERSHIP AFTER HAVING BEEN AT NOVATO FORD MULTIPLE TIMES. NO SATISFACTION WAS GIVEN TO CUSTOMER REGARDING THE REPAIR OF HIS VEHICLE. VEHICLE HAS BEEN LIFTED AND AT THIS TIME FORD'S RESPONSE TO CUSTOMER IS THAT THERE CAN BE NO WARRANTY REPAIRS PERFORMED ON VEHICLE DUE TO THE FACT THAT IT HAS BEEN ALTERED FROM FACTORY STOCK.

---

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 06046 FORD OF MARIN

Odometer: 22511 MI

Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Action Date: 09/24/2007

Comm Type: PHONE

Analyst: TCRISTIA

Action Time: 19.32.05.283 Action Data: No

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments \*\*\*CCS TAMMY EXT 7105\*\*\* MADE OBC TO THE DEALERSHIP AND SPOKE TO SM JAMIE, THE CUSTOMER HAS A 8 TO 10 LIFT ON THE VEHICLE. TECH HOTLINE WAS CONTACTED. CUSTOMER STATES HE PURCHASED THE VEHICLE THIS WAY. THE CONCERNS THE CUSTOMER IS HAVING MAY BE RELATED TO THE LIFT KIT THAT WAS INSTALLED. MADE OBC TO THE CUSTOMER TO LET HIM KNOW THIS MAY NOT BE A WARRANTABLE REPAIR DUE TO THE MODIFICATION. THE CUSTOMER WAS REQUESTING A VEHICLE REPLACEMENT AND I INFORMED THE CUSTOMER OUR OBLIGATION IS TO ENSURE THE VEHICLE IS OPERATING PROPERLY. THE CUSTOMER SAID HE WOULD NEVER BUY ANOTHER FORD. MADE OBC TO SELLING DEALER NOVATO AND SPOKE TO SM JOE, HE IS WILLING TO INSPECT THE VEHICLE AND ASKED THAT I REFER THE CUSTOMER OVER. MADE OBC TO THE CUSTOMER AND ASKED HIM TO TAKE THE VEHICLE TO NOVATO AND HE AGREED. SET A FOLLOW UP FOR THURSDAY 9-27-07 BY 5:00 PM PST MADE OBC TO NOVATO AND LM ON VM I WOULD ASSIST WITH A RENTAL

---

Action: TRANSFER ISSUE

Dealer: 07715 NOVATO FORD LINCOLN MERCURY

Odometer: 22511 MI

Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Action Date: 09/24/2007

Comm Type: PHONE

Analyst: TCRISTIA

Action Time: 19.33.39.991 Action Data: No

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments \*\*\*CCS TAMMY EXT 7105\*\*\* TRANSFER TO NOVATO FORD

---

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 07715 NOVATO FORD LINCOLN MERCURY

Odometer: 22511 MI

Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Action Date: 09/25/2007

Comm Type: PHONE

Analyst: TCRISTIA

Action Time: 16.12.46.747 Action Data: No

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments \*\*\* CCS TAMMY EXT 7105\*\*\* RECEIVED A CALL FROM SM JAMIE STATING THE CUSTOMER CAME IN TODAY STATING HE WAS GOING TARNISH THE DEALERSHIP'S REPUTATION. SM JAMIE HAS TALKED TO SM JOE REGARDING THE CUSTOMER AND JAMIE WILL CONTACT THE CUSTOMER AND LET HIM KNOW THAT DUE TO THE MODIFICATION HE NEEDS TO TAKE THE VEHICLE TO NOVATO FOR THE REPAIR.

---

Action: DOCUMENT ADDITIONAL INFORMATION







TODAY WITH THE CUSTOMER AND ASKED HIM TO BRING THE VEHICLE BACK TO NOVATO FOR A DIAGNOSIS. THE SM SAID HE WOULD GET EVERYBODY AT THE DEALERSHIP INVOLVED TO ENSURE A SUCCESSFUL RESOLUTION. INFORMED THE SM I WAS GOING TO ASK THE CUSTOMER TO BRING THE VEHICLE TO NOVATO AND FMC WILL NOT COVER ANY RENTAL EXPENSES AFTER TODAY. MADE OBC TO THE CUSTOMER AND HE WAS UNABLE TO TALK BECAUSE HE WAS AT A BALL GAME. ASKED THE CUSTOMER TO CALL ME AT HIS CONVENIENCE OTHERWISE I WOULD CALL HIM THURSDAY 9-27-2007 BY 5:00 PM PST

Action: DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 07715 NOVATO FORD LINCOLN MERCURY  
 Odometer: 22511 MI  
 Analyst Name: CRISTIANO (TCRISTIA),TAMALLA  
 Action Date: 09/27/2007  
 Comm Type: PHONE  
 Analyst: TCRISTIA  
 Action Time: 16.49.40.754 Action Data: No  
 Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments \*\*\*CCS TAMMY EXT 7105\*\*\* RECEIVED A MESSAGE ON MY VM FROM THE CUSTOMER STATING HE RETAINED AN ATTORNEY AND FMC WILL BE RECEIVING A LETTER WITHIN A FEW DAYS. THE CUSTOMER ASKED THAT I CALL HIM AND PROVIDE A RESOLUTION.

Action: DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 07715 NOVATO FORD LINCOLN MERCURY  
 Odometer: 22511 MI  
 Analyst Name: CRISTIANO (TCRISTIA),TAMALLA  
 Action Date: 09/27/2007  
 Comm Type: PHONE  
 Analyst: TCRISTIA  
 Action Time: 17.14.41.158 Action Data: No  
 Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments \*\*\*CCS TAMMY EXT 7105\*\*\* MADE OBC TO THE CUSTOMER AND LM ON VM PROVIDING TOLL FREE NUMBER AND REQUESTED A RETURN CALL. SET A FOLLOW UP FOR FRIDAY 9-28-07 BY 5:00 PM PST

Action: DOCUMENT ADDITIONAL INFORMATION  
 Dealer: 07715 NOVATO FORD LINCOLN MERCURY  
 Odometer: 22511 MI  
 Analyst Name: CRISTIANO (TCRISTIA),TAMALLA  
 Action Date: 09/27/2007  
 Comm Type: PHONE  
 Analyst: TCRISTIA  
 Action Time: 17.48.52.869 Action Data: No  
 Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments \*\*\*CCS TAMMY EXT 7105\*\*\* MADE OBC TO THE CUSTOMER TO PROVIDE THE RESOLUTION . JAMIE THE SERVICE MANAGER AT FORD OF MARIN HAS STATED HE THINKS THE CUSTOMER'S CONCERN IS DIRECTLY RELATED TO THE LIFT KIT THAT WAS INSTALLED AFTER IT LEFT THE FACTORY. INFORMED THE CUSTOMER HE HAS A 3 YR / 36,000 MILE BTB WARRANTY THAT WOULD COVER DEFECTS DUE TO MATERIAL OR WORKMANSHIP. THE BTB WOULD NOT COVER MODIFICATIONS MADE TO THE VEHICLE AFTER IT LEFT THE FACTORY. NOVATO FORD HAS AGREED TO DIAGNOSE THE CUSTOMER'S VEHICLE AND ADDRESS HIS CONCERNS AS APPROPRIATE. THE CUSTOMER IS REFUSING TO PICK UP HIS VEHICLE UNLESS HE RECEIVES THE INFORMATION I PROVIDED TODAY IN WRITING. I INFORMED THE CUSTOMER THAT IF HE DOES NOT PICK UP HIS VEHICLE WITHIN A REASONABLE PERIOD TIME HE MAY BE CHARGED A STORAGE FEE. ENSURED THE CUSTOMER HAD A UNDERSTANDING OF THE RESOLUTION PROVIDED. THE CUSTOMER STATED HE RETURNED THE RENTAL VEHICLE TODAY. THE CUSTOMER REQUESTED A SUPERVISOR CALL HIM AND I PROVIDED A 48 HR TIME FRAME. SENT REQUEST TO TL PAUL. NO FURTHER ACTION REQUIRED.

Action: DOCUMENT INFORMATION AND CLOSE CONTACT  
 Dealer: 07715 NOVATO FORD LINCOLN MERCURY  
 Odometer: 22511 MI  
 Analyst Name: GUSTKE (PGUSTKE),PAUL  
 Action Date: 09/28/2007  
 Comm Type: PHONE  
 Analyst: PGUSTKE  
 Action Time: 13.49.59.143 Action Data: No  
 Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comments LCCS PAUL X 7240\*\*\*SUP ESCALATION FIRST ATTEMPT\*\*OBC TO CUST TO DISCUSS VEH CONCERNS --CUST STATES

NUMEROUS CONCERNS WITH THE FRONT END AND STEERING SYSTEM ON VEH -CUST STATES WHEN HITTING A BUMP THERE IS A SEVERE VIBRATION ---CUST STATES THAT THE DLR HAS ADV HIM DUE TO THE AFTERMARKET MODIFICATIONS DONE TO THE VEHICLE(LIFT AND TIRES) THE REPAIRS ARE NON WARRANTABLE---CUST STATES HE IS SEEKING FOR FMC TO REPAIR OR REPURCHASE THE VEH DUE TO SAFETY CONCERN AND THE VEH WAS SOLD TO HIM MODIFIED---ADV CUST THAT I UNDERSTAND FRUSTRATIONS ---ADV CUST THAT FMC IS NOT RESPONSIBLE FOR AFTERMARKET MODIFICATIONS---ADV CUST THAT HE WOULD HAVE TO ADDRESS THE MATTER WITH THE SELLING DLR---ADV CUST THAT UNTIL THE VEH IS RETURNED TO STOCK FMC CANNOT PROVIDE ASSISTANCE---ADV CUST THAT DLRs ARE INDEPENDENT BUISNESS---CUST ADV UNACCEPTABLE RESOLUTION AND WILL NEVER PURCHASE ANOTHER FORD AND WRITE IN A LETTER---ADV CUST THAT IT IS UNFORTUNATE HE FEELS THAT WAY---THANKED CUST FOR TIME\*\*\*CLOSE CASE AS CUST HAS RECEIVED RESOLUTION \*\*NO FURTHER ACTION NEEDED BY CCST\*

---

Ford Confidential



**OASIS RESULT:**

1FTWW31P76E [REDACTED]

10/04/2007  
10:19:13  
FCXWS446

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**VEHICLE INFORMATION**

VEHICLE DESCRIPTION 2006 F-SERIES	BODY STYLE F-350 CREW CAB 4X4	ENGINE 6.0L DIESEL DI V8
TRANSMISSION TORQSHIFT	AXLE CODE 3L	ENGINE CALIBRATION 6F710D0A

**WARNING MESSAGES**

CUDL - THIS VEHICLE HAS AN OPEN CUDL CONTACT  
CUDL - THIS VEHICLE HAS A CLOSED CUDL CONTACT

**ARN MESSAGES**

ATTENTION TECHNICIANS AND SERVICE MANAGERS:  
BEFORE REPLACING FUEL INJECTORS FOR COLD ENGINE OPERATION SEE TSB 07-05-04  
BEFORE REPLACING 6.0L TURBOCHARGER OR VGT SOLENOID REFER TO 07-16-01  
BEFORE REPLACING HIGH PRESS. PUMP FOR HARD START OR OIL LEAK, SEE TSB 06-17-06

**GENERAL WARRANTY INFORMATION**

WARRANTY START DATE 09/02/2006	BUILD DATE 09/14/2005	SALE MILEAGE 00205
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**OUTSTANDING FIELD SERVICE ACTIONS**

NO CAMPAIGN MESSAGE(S) FOUND

**EXTENDED COVERAGES**

0994 - USA 2006 NEW 60/60,000 P'TRAIN CARE W/ROADSIDE  
STANDARD DEDUCTIBLE: 100 USD  
OWNER NAME: [REDACTED]  
OPTIONS:  
EXPIRATION DATE: 09/02/2011  
DISTANCE: 60,000  
RENTAL: 28 UP TO 10 DAYS  
TOWING: 0 USD  
CONTRACT SOLD BY: USA 40919  
ESP CONTRACT START DATE: 09/02/2006

**WARRANTY REPAIR HISTORY**

07/30/2007

DEALER: Novato Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 021190M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
6C3Z 3504A	GEAR ASY-STEERING	001	3504A	33	LOOSE PART
F7AZ 3F8238A		006	3001A		
3B8896S		002	3001A6		

REPLACED STEERING BOX,REPLACED 2 BOLTS IN FRONT SWAY BAR EXS TENSION,RETORQUE ES RADIUS ARM BUSHINGS

07/30/2007

DEALER: Novato Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 021190M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
RECAL	ECC PROCESSOR RECAL	000	12650D	42	DOES NOT OPERATE PROPERLY
		000	12650DX1		
		000	12650D45		
		000	MT12A650		

REPROGRAMED TCM,WITH NEW UPDATE.TEST DROVE WITH SERVICE MANAGER,UP WALDO GRADE ALL OK AT THIS TIME.UNABLE TO DUPLICATE LACK OF POWER

06/20/2007

DEALER: Novato Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 018600M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
5C3Z 3E652A	BRACKET-STRG SHOCK	001	3651A	07	IMPROPERLY ADJUSTED/FITS POORLY
5C3Z 3E651D	ABSORBER-STEERING SH	001	12651D		
OSP		001	12651DX1		
		000	12651D2		

INSPECTED AND VERIFIED CUSTOMERS CONCERN. INSTALLED DUAL STEERING STABILIZER AND RECHECKED, ALL OK AT THIS TIME.

03/23/2007

DEALER: Novato Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 012366M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
5C3Z 14A654AA	AIR BAG CLOCK SPRING	001	14056D	42	DOES NOT OPERATE PROPERLY
		000	14056D6		

TESTED AND FOUND CLOCK SPRING DEFECTIVE, REPLACED AND RESTORED COLUMN AND TESTED OK

12/08/2006

DEALER: Novato Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: [REDACTED]

ODOMETER: 003836M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC





Server Name : AWS New Prod AWSPPRDDG Claims loaded through 03-OCT-2007 Server Name : AWSPPRDDG

**ANALYTICAL WARRANTY SYSTEM**

[Home](#) | [Overview](#) | [Statistics](#) | [Documentation](#) | [Download](#) | [Online Reports](#) | [Utilities](#) | [Contact Us](#)

**Standard Claims List For Model Year 2006**

Note: All Costs are in US Dollars

VIN	VEH LINE	MKT DERIV	BODY CAB	VER SERIES	DRIVE TYPE	PLT CD	TRS CD	ENG CD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	CPSC_6	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD	DIST (Miles)
FTWW31P76E [REDACTED]	1177	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	14-SEP-2005	02-SEP-2006	172035	USA	4	5001	110201	6C3Z	3504	A	S10	S10	V87	N58	33	3836
AWS Claim Key:		2412783	Trx Code: 1		Labor Hrs: 3		Labor Cost: 316.90		Material Cost: 721.83		Total Cost: 1038.79													
Vr Cd-Sub Cd:		07715-*	Name: NOVATO FORD LINCOLN MERCURY		Ph: 415-8924286		St: CA		Ctry Cd: USA		Reg Cd: NA		Repr Date: 08-DEC-2006		Doc #: 0697702									
Inst Comments:		CHECK AND ADVISE CUSTOMER STATES EXCESSIVE PLAY IN STEERING																						
Tech Comments:		FOUND STEERING BOX OUTPUT SHAFT HAD EXCESSIVE PLAY, REPLACED STEERING BOX, BLEED AIR OUT OF SYSTEM, ROAD TESTED OK																						
FTWW31P76E [REDACTED]	1177	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	14-SEP-2005	02-SEP-2006	172035	USA	7	5K14	110602	5C3Z	14A664	AA	S08	S08	V05	S25	42	12366
AWS Claim Key:		3221396	Trx Code: E84		Labor Hrs: 1.2		Labor Cost: 126.78		Material Cost: 50.41		Total Cost: 177.19													
Vr Cd-Sub Cd:		07715-*	Name: NOVATO FORD LINCOLN MERCURY		Ph: 415-8924286		St: CA		Ctry Cd: USA		Reg Cd: NA		Repr Date: 23-MAR-2007		Doc #: 07269301									
Inst Comments:		CHECK AND ADVISE CUSTOMER STATES AIR BAG LIGHT ON, HORN INOP CRUISE INOP, STEERING WHEEL RADIO CONTROLS INOP																						
Tech Comments:		TESTED AND FOUND CLOCK SPRING DEFECTIVE, REPLACED AND RESTORED COLUMN AND TESTED OK																						
FTWW31P76E [REDACTED]	1177	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	14-SEP-2005	02-SEP-2006	172035	USA	10	5N01	110301	5C3Z	3E651	D	S13	S10	V89	N22	07	18600
AWS Claim Key:		3990801	Trx Code: E84		Labor Hrs: .9		Labor Cost: 98.22		Material Cost: 133.84		Total Cost: 232.06													
Vr Cd-Sub Cd:		07715-*	Name: NOVATO FORD LINCOLN MERCURY		Ph: 415-8924286		St: CA		Ctry Cd: USA		Reg Cd: NA		Repr Date: 20-JUN-2007		Doc #: 07495601									
Inst Comments:		CUSTOMER STATES THE FRONT END SHAKES REALLY BAD, DOES IT ON EVEN ON FLAT ROADS, CHECK AND ADVISE																						
Tech Comments:		INSPECTED AND VERIFIED CUSTOMERS CONCERN. INSTALLED DUAL STEERING STABILIZER AND RECHECKED, ALL OK AT THIS TIME.																						

PE13-014 000657LCPV

IFTWW31P76		F	T/BC	T/CD	T/E	A1	T/BE	T/YB	14-SEP-2005	02-SEP-2006	172035	USA	12	5001	110201	6C3Z	3504	A	S10	S10	V87	N58	33	21190
AWS Claim Key:	4217475	Trx Code:	E84	Labor Hrs:	2.3	Labor Cost:	251.03	Material Cost:	737.99	Total Cost:	989.02													
Dir Cd-Sub Cd:	07715-*	Name:	NOVATO FORD LINCOLN MERCURY	Ph:	415-8924286	St:	CA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	30-JUL-2007	Doc #:	07596401									
Cost Comments:	CUSTOMER STATES THERE'S A RATTLE NOISE IN THE FRONT END GOING OVER BUMPS AND VIBRATES CHECK REPORT																							
Tech Comments:	REPLACED STEERING BOX,REPLACED 2 BOLTS IN FRONT SWAY BAR EXS TENSION,RETORQUES RADIUS ARM BUSHINGS																							
IFTWW31P76		F	T/BC	T/CD	T/E	A1	T/BE	T/YB	14-SEP-2005	02-SEP-2006	172035	USA	12	2G05	031405	*	RECAL	*	S12	S11	V46	D35	42	21190
AWS Claim Key:	4217574	Trx Code:	E84	Labor Hrs:	1.1	Labor Cost:	120.05	Material Cost:	0	Total Cost:	120.05													
Dir Cd-Sub Cd:	07715-*	Name:	NOVATO FORD LINCOLN MERCURY	Ph:	415-8924286	St:	CA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	30-JUL-2007	Doc #:	07596402									
Cost Comments:	CUSTOMER STATES WHEN GOING UP THE WALDO GRADE TRUCK LACKS POWER DROPS DOWN 2 GEARS CHECK REPORT, POOR GAS MILEAGE																							
Tech Comments:	REPROGRAMED TCM,WITH NEW UPDATE,TEST DROVE WITH SERVICE MANAGER,UP WALDO GRADE ALL OK AT THIS TIME.UNABLE TO DUPLICATE LACK OF POWER																							

any comments?

PE13-014 000658LCPV



## BBB AUTO LINE

January 3, 2008

DONNA GOFF  
FORD MOTOR COMPANY  
1320 S BABCOCK STREET  
MELBOURNE FL 32901

Re: CAM15 [REDACTED] [REDACTED] vs Ford Motor Corporation  
1FTWW31P76E [REDACTED]

Dear Madam/Sir:

The above referenced customer has failed to return the *Accept/Reject Form* within the specified time and rejection is assumed.

If you have any questions, please call me at 800.334.2406, or consult your weekly manufacturer's report.

Sincerely,

Donna Patterson at Extension 506





## BBB AUTO LINE

December 4, 2007

DONNA GOFF  
FORD MOTOR COMPANY  
1320 S BABCOCK STREET  
MELBOURNE FL 32901

Re: cam2 [REDACTED]; [REDACTED] vs Ford Motor Corporation  
1FTWW31P76E [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,

Donna Patterson at Extension 506



ACCEPTANCE OR REJECTION OF DECISION

Date: 12/04/2007

Case Number: [REDACTED]

Customer: [REDACTED]

State: CA

Business: Ford Motor Company

Mfr-Info: 6700 CA 1FTWW31P76E [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.

You must do the following if you are accepting a repurchase or replacement award:

- 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

\_\_\_\_\_ 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: \_\_\_\_\_ ]



21

**CASE NUMBER**

[REDACTED]


**CUSTOMER NAME**

[REDACTED]

**LP ANALYST  
BRENDA BENNING**

**CDSID  
BBENNIN1**

**TYPE  
Add to Previous Closed Case File**



Attn: Brenda Benning

Here are the docs requested in the [REDACTED] v. Ford case.

I apologize for the time it has taken, but here they are.

Have a great weekend.

**Darin Shaw**  
Attorney, Not yet admitted to the bar  
Krohn & Moss, Ltd  
5055 Wilshire Blvd Suite 300  
Los Angeles, CA 90036  
(323) 988-2400 ext. 230 (office)  
(866) 431-5575 (Fax)  
web: [www.krohnandmoss.com](http://www.krohnandmoss.com)

**Report# :** 7JIBA064 NHL  
**CCRG/EPRC:** **Reviewed Status:**  
**Vehicle:** 2006,F350 4X4,CRW  
 CAB,PICKUP ,1FTWW31P76E [REDACTED]  
**Odometer :** 25,222 M **Engine:** 6.0L DI  
**Transmission:** 5R110W DSL **Axle:**  
**Dealer:** USA 07715 Novato Ford Lincoln Mercury  
**City:** Novato **State:** California  
**Originator:** JOHN MEFFERD  
**Symptom:** 3 03 1 50 CHASS.,STRG/HANDLING ,FUNCTION,HIGH EFFORT  
**Status:**  
**VFG:** V87 STEERING  
**Additional Symptom:** HIGH STEERING EFFORT.  
**Fix:** **Causal Component :**  
**Condition Code:**  
**Hotliner:** RNELSO28 **Phone:** 000 317-9376 **Regn Cd:** W2 San Francisco  
**Engineering:** **Phone:** **TAR:**  
**Dir Contact:** JOHN MEFFERD **Phone:** 415 892-4286 **Title Cde:** T

**KOEO:****KOEC:****KOER:**

**REPAIR** 10/09/2007 04:06PM RICHARD NELSON MSS - FCSD - TECH SVC HOTLINE  
 WEB FORM DATA: DESCRIPTION OF VEHICLE CONCERN: HARD TO STEER AT  
 DEAD  
 STOP DIAGNOSTICS ALREADY COMPLETED: VERIFY PARTS REPLACED:  
 NONE TECHNICIAN QUESTION: IS THIS A NORMAL CONCERN FORM  
 QUESTION:  
 WERE YOU ABLE TO VERIFY THE CONCERN? ANSWER: YES FORM QUESTION:  
 IS  
 THERE AN APPROPRIATE PINPOINT TEST IN THE WSM FOR THIS CONCERN?  
 ANSWER: NO FORM QUESTION: WAS THE PINPOINT TEST FOLLOWED?  
 ANSWER:  
 NO CALL DATA: JOHN REPORTS THAT THE GEARBOX HAS BEEN REPLACED AND  
 NOW THERE IS HIGH STEERING EFFORT. VEHICLE DOES HAVE OVER SIZED  
 TIRES.  
 TIE ROD ENDS AND BALL JOINTS HAVE BEEN INSPECTED AND NO ISSUES ARE  
 NOTED.

**RECOMM** 10/09/2007 04:06PM RICHARD NELSON MSS - FCSD - TECH SVC  
**HOTLINE**

JOHN I'D LIKE TO RECOMMEND A 1000 MILE BREAK IN PERIOD FOR THIS NEW  
 GEARBOX. ALSO OVER SIZED TIRES MAY AMPLIFY A SCRUB RADIUS CONCERN.  
 WITH LARGER TIRES THE SCRUB RADIUS MAY EFFECT THE TIRES ROLLING  
 WHEN

[https://www.gcqis.dealerconnection.com/gcqis/asp/WBRES\\_RptSummaryBottom...](https://www.gcqis.dealerconnection.com/gcqis/asp/WBRES_RptSummaryBottom...) 11/19/2007



TURNING DUE TO THE AMOUNT OF TIRE MAKING CONTACT WITH THE GROUND. FOR SCRUB RADIUS THE FRONT TIRE HAVE TO ROLL ON THE GROUND WHEN THE STEERING WHEEL IS TURNED. THE TIRES ARE BEING TURNED IN SUCH A TIGHT HALF CIRCLE, THE STEERING HAS TO OVER COME THE FRICTION OF THE ROAD SURFACE TO BE ABLE TO TURN THE WHEELS. JOHN YOU CAN TRY LIQUID SOAP UNDER THE WHEELS TO SEE IF THIS MAKES A DIFFERENCE.

**Requester:** BBENNIN1  
Report Summary  
**Server:** ECCWS413

**Ford Proprietary, Private**

19-Nov-2007  
**Retention:** None

# hp LaserJet 9050mfp series



## Fax Call Report

1

ford  
3133373167  
Nov-19-2007 09:09 AM

Job	Date/Time	Type	Identification	Duration	Pages	Result
6661	Nov-19-2007 09:08 AM	Send	918664315575	0:44	2	Success

facsimile  
transmittal



To: Todd Friedman, Krohn & Moss, Ltd. Fax: 866-431-5575

From: Brenda Bessing, Ford Consumer Affairs Date: 11/19/07

Re: [REDACTED] 2006 Ford F-350 Pages: 2

CC:

Notes:

If you need to contact me, you may reach me by phone at (313) 845-5213 or by fax at (888) 627-

7594.

**CONFIDENTIAL**

facsimile  
transmittal



To: Todd Friedman, Krohn & Moss, Ltd. Fax: 866 431-5575

From: Brenda Benning, Ford Consumer Affairs Date: 11/19/07

Re: [REDACTED] 2006 Ford F-350 Pages: 2

CC:

Notes:

If you need to contact me, you may reach me by phone at (313) 845-5213 or by fax at (888) 627-7594.





SENT VIA U.S. FAX

November 19, 2007

Todd Friedman  
Krohn & Moss, Ltd.  
5055 Wilshire Blvd. Suite 300  
Los Angeles, CA 90036

RE: 2006 F-350  
VIN: 1FTWW31P76E [REDACTED]

Dear Mr. Friedman:

We are in receipt of your November 16, 2007 correspondence regarding concerns pertaining to the above-mentioned vehicle. We have thoroughly reviewed the claim and after conducting an investigation have concluded that we are unable to offer assistance at this time. From our investigation it appears that all of the concerns were repaired within a reasonable number of repair attempts. In Ford's good faith judgment, the subject vehicle does not qualify for a repurchase nor any other form of monetary compensation.

Thank you for the opportunity to review this concern. If you have questions regarding this issue, please contact me at (313) 845-5213.

Respectfully yours,

Brenda Benning  
Consumer Affairs

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**CASE NUMBER**  
[REDACTED]

**CUSTOMER NAME**  
[REDACTED]

**LP ANALYST**  
**Brenda Benning**

**CDSID**  
**BBENNIN1**

**New Case File**

**KM**  
**KROHN & MOSS**  
CONSUMER LAW CENTER  
5055 WILSHIRE BLVD., SUITE 300  
LOS ANGELES, CA 90036

4812186248 E062



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



.....  
facsimile  
transmittal



---

To: Todd Friedman, Krohn & Moss, Ltd. Fax: 866 431-5575

---

From: Brenda Benning, Ford Consumer Affairs Date: 10/3/07

---

Re: 2006 F-350, [REDACTED] Pages: 1

---

CC:

Notes:

I am in receipt of your letter dated 9/27/2007. If you have not already done so, please forward the following documents into our office:

- retainer/agreement signed by your client
- vehicle registration
- sales/lease agreement
- all applicable repair orders
- any receipts to be considered for reimbursement

In addition, if a vehicle refund is being requested, please have your client fill out and sign the authorization listed below.

"I authorize _____ to release the payment history and loan balance for my 2006/F-350 to Ford Motor Company in order to process said refund transaction". (X) _____ Acct# _____ Lending Institution's Phone# _____
---

A review of your client's claim will begin when these documents have been received by our office.

If you need to contact me or have additional information to submit, you may reach me by phone at

(313) 845-5213 or by fax at (888) 627-7594.

.....



## Fax Call Report

1

ford  
31.33373167  
Oct-03-2007 02:14 PM

Job	Date/Time	Type	Identification	Duration	Pages	Result
6179	Oct-03-2007 02:13 PM	Send	918664315575	0:33	1	Success

facsimile  
transmittal



To: Todd Friedman, Krohn & Moss, Ltd. Fax: 866 431-5575

From: Brenda Bensing, Ford Consumer Affairs Date: 10/3/07

Re: 2006 F-350 [REDACTED] Pages: 1

CC:

Notes:

I enclose receipt of your letter dated 9/27/2007. If you have not already done so, please forward the following documents into our office:

- retailer's agreement signed by your client
- vehicle registration
- sales/lease agreement
- all applicable repair orders
- any receipts to be considered for reimbursement

In addition, if a vehicle refund is being requested, please have your client fill out and sign the authorization listed below.

"I authorize \_\_\_\_\_ to release the payment history and loan balance for my 2006/F-350 to Ford Motor Company in order to process said refund transaction".  
CC: \_\_\_\_\_ Agent# \_\_\_\_\_

Lending Institution's Phone# \_\_\_\_\_

A review of your client's claim will begin when these documents have been received by our office.

If you need to contact me or have additional information to submit, you may reach me by phone at

(313) 845-5213 or by fax at (888) 627-7594.

Update This Information In Stars

Dealer Detail

<b>FCSD Region</b>	<b>Sales Region</b>	<b>Sales Zone</b>	<b>Market</b>	<b>P&amp;A Code</b>	<b>Sales Code</b>
W2-SAN FRANCISCO	72-SAN FRANCISCO	C	A03	07715	F72035

---

<b>Dealer Name:</b>	NOVATO FORD LINCOLN MERCURY
<b>Dealer Address:</b>	6995 REDWOOD HIGHWAY NOVATO CA 94945
<b>Dealer Main Phone:</b>	415-892-4286

---

Position	Employee Name
DEALER/PARTNER	ALI M OMOOMY
PARTS MANAGER	JASON M ROSSETTI
SALES MANAGER	RYAN A CASTILLO
SALES MANAGER	MARSHALL YOUNG
SALES MANAGER	ALMIR CRNOVIC
SERVICE MANAGER	JOE GALILEO

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**Report# :** 7IUBG002 NHL  
**CCRG/EPRC:** **Reviewed Status:**  
**Vehicle:** 2006,F350 4X4,CRW CAB,PICKUP ,1FTWW31P76E [REDACTED] **Build Date:** 09/14/2005  
**Odometer :** 24,763 M **Engine:** 6.0L DI **Calibration:** 6F710D0A  
**Transmission:** 5R110W DSL **Axle:** **A/C:** YES  
**Dealer:** USA 06046 Ford of Marin **Phone#:** (415) 453-4220  
**City:** San Rafael **State:** California **Country :** USA  
**Originator:** CHRIS CAMICIA  
**Symptom:** 3 03 3 53 CHASS.,STRG/HANDLING ,VIB./SHIMMY,OVER BUMPS  
**Status:**  
**VFG:** V89 RIDE & HANDLING  
**Additional Symptom:** SHIMMY HITTING BUMPS  
**Fix:** **Causal Component :**  
**Condition Code:**  
**Hotliner:** RBOUNDS1 **Phone:** 000 317-7077 **Regn Cd:** W2 San Francisco  
**Engineering:** **Phone:** **TAR:**  
**Dir Contact:** CHRIS CAMICIA **Phone:** 415 453-4220 **Title Cde:** T

**KOEO:****KOEC:****KOER:**

**REPAIR** 09/21/2007 12:43PM RANDALL BOUNDS MSS - FCSD - TECH SVC HOTLINE  
 WEB FORM DATA - CONCERN: STEERING WHEEL OSILATION WHEN HITTING BUMPS  
 ON HIGHWAY. ALSO SUSPENSION NOISE GOING IN AND OUT OF DRIVEWAYS.  
 DIAGNOSTICS: ROAD TEST TECH QUESTION: THIS TRUCK HAS AN 8 OR 10 INCH  
 LIFT, IT WAS SOLD THAT WAY AT ANOTHER DEALER THEY HAVE BEEN UNABLE TO  
 FIX THE PROBLEM, FORD CUSTOMER SERVICE WAS CONTACTED AND HE WAS TOLD  
 TO TAKE TRUCK TO ANOTHER STORE. (NOTE: HE NEVER MENTIONED TO FORD  
 CUSTOMER SERVICE THAT THE TRUCK WAS A MODIFIED VEHICLE). THERE ARE  
 VERY FEW FORD PARTS LEFT IN THE FRONT END OF THIS TRUCK. I DO NOT  
 BELIEVE THAT THERE IS ANYTHING I CAN DO TO REPAIR THIS TRUCK. IT IS  
 DEFINATELY NOT A WARRENTABLE CONCERN. ANY SUGESSTIONS OR INPUT?  
**RECOMM** 09/21/2007 12:43PM RANDALL BOUNDS MSS - FCSD - TECH SVC HOTLINE  
 TSB 07-10-10 PROCEDURE TO MINIMIZE STEERING WHEEL OSCILLATIONS ON  
 IMPACTS - SOME MINOR OSCILLATION WHICH WOULD BE CONSIDERED NORMAL MAY

REMAIN HELLO CHRIS, SINCE THIS IS A MODIFIED VEHICLE, THERE IS NO AVAILABLE RECOMMENDATION FOR AFTERMARKET SUSPENSION CONCERNS. IF AND ONLY IF THE CUSTOMER RETURNS THE VEHICLE TO OEM AND THE CONCERN IS STILL PRESENT, REFER TO TSB 07-10-10. ON THIS TSB PAY SPECIAL ATTENTION TO TIRE PRESSURE AND SUSPENSION FASTENER TORQUE. THESE TWO ITEMS ARE EXTREMELY IMPORTANT. IF YOU HAVE ANY QUESTIONS OR ADDITIONAL INFORMATION PLEASE GIVE US A CALL AT THE HOTLINE.

---

**Requester:** BBENNIN1  
**Report Summary**  
**Server:** ECCWS413

**Ford Proprietary, Private**

4-Oct-2007  
**Retention:** None

**Report# :** 7IUBE001 NHL  
**CCRG/EPRC:** **Reviewed Status:**  
**Vehicle:** 2006,F350 4X4,CRW CAB,PICKUP ,1FTWW31P76E [REDACTED] **Build Date:** 09/14/2005  
**Odometer :** 24,763 M **Engine:** 6.0L DI **Calibration:** 6F710D0A  
**Transmission:** 5R110W DSL **Axle:** **A/C:** YES  
**Dealer:** USA 06046 Ford of Marin **Phone#:** (415) 453-4220  
**City:** San Rafael **State:** California **Country :** USA  
**Originator:** CHRIS CAMICIA  
**Symptom:** 6 14 5 93 DRVABL,LOSS OF POWER ,ACCELERATION,ALL ENGINE TEMP  
**Status:**  
**VFG:** V44 POWERTRAIN MALFUNCTION  
**Additional Symptom:** MODIFIED VEHICLE  
**Fix:** **Causal Component :**  
**Condition Code:**

**Hotliner:** BHAZZAR1 **Phone:** 000 248-2921 **Regn Cd:** W2 San Francisco  
**Engineering:** **Phone:** **TAR:**  
**Dir Contact:** CHRIS CAMICIA **Phone:** 415 453-4220 **Title Cde:** T

**KOEO:**  
**KOEC:**  
**KOER:**

**REPAIR** 09/21/2007 12:33PM BEN HAZZARD MSS - FCSD - TECH SVC HOTLINE  
 WEB FORM DATA - CONCERN: LOSS OF POWER, NOT DUPLICATED DIAGNOSTICS:  
 NONE TECH QUESTION: MODIFIED VEHICLE, ---CAT REMOVED, LARGER EXHAUST, 8  
 TO 10 INCH LIFT KIT. I JUST WANTED TO DOCUMENT THIS TO YOU GUYS...  
 NOTE: TRUCK WAS SOLD THIS WAY BY ANOTHER DEALER, (SUPPOSEDLY).  
**RECOMM** 09/21/2007 12:33PM BEN HAZZARD MSS - FCSD - TECH SVC HOTLINE  
 CHRIS, I WILL OPEN A REPORT AND DOCUMENT YOUR FINDINGS. THANK YOU FOR  
 THE INFORMATION ON THE VEHICLE.



**Requester:** BBENNIN1  
Report Summary  
**Server:** ECCWS413

**Ford Proprietary, Private**

4-Oct-2007  
**Retention:** None

All Action Details for Issue

Print

VIN: 1FTWW31P76E [REDACTED] Year: 2006 Model: F-SERIES SUPER DUTY Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2006-09-02  
 Symptom Desc: STRG/HANDLING FUNCTION EXCESSIVE PLAY Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION-FD  
 Dealer: 07715 NOVATO FORD LINCOLN MERCURY  
 Odometer: 22511 MI Comm Type: INBOUND MAIL-OTHER  
 Analyst Name: JACKSON (CJACKS84), CELESTE Analyst: CJACKS84  
 Action Date: 10/03/2007 Action Time: 11.52.53.685 Action Data: Yes

Comments \*\*\*\*\*ATTORNEY DEMAND\*\*\*\*\*DATE STAMP:10-02-07; ATTORNEY ALLEGES CLIENT CONCERN AS STEERING, AIRBAG LIGHT, HORN AND CRUISE INOPERABLE, FRONT END SHAKING, RATTLING NOISE IN FRONT END OVER BUMPS, FUEL SYSTEM, AND TRANSMISSION.ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	KROHN & MOSS
ATTORNEY NAME	TODD FRIEDMAN
ATTORNEY PHONE NUMBER	3239882400
ANALYST ID	BBENNIN1

Action: SEND ACKNOWLEDGEMENT LETTER TO ATTORNEY Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Dealer: 07715 NOVATO FORD LINCOLN MERCURY  
 Odometer: 22511 MI Comm Type: OUTBOUND FAX-OTHER  
 Analyst Name: Analyst: BBENNIN1  
 Action Date: 10/03/2007 Action Time: 15.01.36.220 Action Data: No

Comments LPA SENT ATTORNEY ACKNOWLEDGEMENT LETTER.

Action: CLOSING COMMENTS - NO RESPONSE TO OFFER Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Dealer: 07715 NOVATO FORD LINCOLN MERCURY  
 Odometer: 22511 MI Comm Type: OUTBOUND FAX-OTHER  
 Analyst Name: Analyst: BBENNIN1  
 Action Date: 10/22/2007 Action Time: 09.01.27.142 Action Data: No

Comments LPA DID NOT RECEIVE ANY REQUESTED DOCUMENTS FROM ATTORNEY TO REVIEW CLAIM.

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Server Name : AWS Production- Claims loaded through 05-OCT-2007

**STANDARD CLAIMS LIST**

**AWS Online Report**

Run Date: 09-OCT-2007

Note: All Costs are in US Dollars Server Name: AWS Production- Claims loaded through 05-OCT-2007

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
1FTWW33P051 [REDACTED]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	16-01-05	11-02-05	172455	USA	3	6Y05	*	MAINT	*	SXX	SXX	V00	A96	82
<b>AWS Claim Key:</b>	829269	<b>Doc #:</b>	02698251	<b>Trx Code:</b>	0712S	<b>Labor Hrs:</b>	1.3	<b>Labor Cost:</b>	62.77	<b>Material Cost:</b>	62.48	<b>Total Cost:</b>	128.28										
<b>Dir Cd-Sub Cd:</b>	03893-*	<b>Name:</b>	VISTA FORD OF OXNARD		<b>Ph:</b>	805-9836511	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	29-APR-2005	<b>DIST(Mile):</b>	5962							
<b>Cust Comments:</b>	5K SERVICE PER QCM NORMAL																						
<b>Tech Comments:</b>	QCM MAINT SERVICE CHANGE OIL AND FILTER, ROTATE TIRES, CHECK BRAKES, CHECK FLUIDS																						

1FTWW33P051 [REDACTED]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	16-01-05	11-02-05	172455	USA	3	5G04	*	5482	*	S13	S05	V39	N50	07
<b>AWS Claim Key:</b>	829270	<b>Doc #:</b>	02698252	<b>Trx Code:</b>	2	<b>Labor Hrs:</b>	.5	<b>Labor Cost:</b>	40.24	<b>Material Cost:</b>	0	<b>Total Cost:</b>	40.24										
<b>Dir Cd-Sub Cd:</b>	03893-*	<b>Name:</b>	VISTA FORD OF OXNARD		<b>Ph:</b>	805-9836511	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	29-APR-2005	<b>DIST(Mile):</b>	5962							
<b>Cust Comments:</b>	CHECK TORSION BAR FOR LOOSE BUSHING ON DRIVER SIDE.																						
<b>Tech Comments:</b>	STABILIZER BAR LOOSE DIAGNOSE, ROAD TEST, RESECURE STABILIZER BAR, RETEST																						

1FTWW33P051 [REDACTED]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	16-01-05	11-02-05	172455	USA	7	6Y05	*	MAINT	*	SXX	SXX	V00	A96	82
<b>AWS Claim Key:</b>	1724861	<b>Doc #:</b>	03461250	<b>Trx Code:</b>	0712S	<b>Labor Hrs:</b>	1.8	<b>Labor Cost:</b>	90.03	<b>Material Cost:</b>	113.69	<b>Total Cost:</b>	206.56										
<b>Dir Cd-Sub Cd:</b>	03893-*	<b>Name:</b>	VISTA FORD OF OXNARD		<b>Ph:</b>	805-9836511	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	25-AUG-2005	<b>DIST(Mile):</b>	15984							
<b>Cust Comments:</b>	15,000 MILE SERVICE QCM																						
<b>Tech Comments:</b>	15K QCM MAINT CHANGE OIL AND FILTER, ROTATE TIRES, CHECK BRAKES, CHECK FLUIDS																						

1FTWW33P051 [REDACTED]	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	16-01-05	11-02-05	172455	USA	9	5G04	*	5493	*	S13	S05	V39	N50	07
<b>AWS Claim Key:</b>	2310469	<b>Doc #:</b>	03864152	<b>Trx Code:</b>	E84	<b>Labor Hrs:</b>	.3	<b>Labor Cost:</b>	25.01	<b>Material Cost:</b>	0	<b>Total Cost:</b>	25.01										
<b>Dir Cd-Sub Cd:</b>	03893-*	<b>Name:</b>	VISTA FORD OF OXNARD		<b>Ph:</b>	805-9836511	<b>St:</b>	CA	<b>Ctry Cd:</b>	USA	<b>Reg Cd:</b>	NA	<b>Repr Date:</b>	27-OCT-2005	<b>DIST(Mile):</b>	17934							
<b>Cust Comments:</b>	CUSTOMER STATES DRIVER FRONT NOISE, ADVISE																						
<b>Tech Comments:</b>	SWAY BAR BUSHING LOOSE, INSPECT, REMOVE LEFT FRONT SWAY BAR BRACKET, REINSTALL BUSHING, RETEST																						

PE13-014 000683LCPV



1FTWW33P05E [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 9 6L03 5C3Z 2504302 BAC S08 S08 V71 B85 01  
**AWS Claim Key:** 2647145 **Doc #:** 03912751 **Trx Code:** E84 **Labor Hrs:** .6 **Labor Cost:** \$0.03 **Material Cost:** 79.44 **Total Cost:** 129.47  
**Dir Cd-Sub Cd:** 03893-\* **Name:** VISTA FORD OF OXNARD **Ph:** 805-9836511 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 04-NOV-2005 **DIST(Mile):** 18510  
**Cust Comments:** C S GLOVE BOX UNDER AUX SWITCH PANEL JAMMED, INSTALL SOP  
**Tech Comments:** GLOVE BOX BROKEN INSPECT, REMOVE AND REPLACE GLOVE BOX ASSY..

1FTWW33P05E [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 9 1D01 3C3Z 6700 BA S11 S11 V44 L65 D8  
**AWS Claim Key:** 2556490 **Doc #:** 03912752 **Trx Code:** E84 **Labor Hrs:** 1.9 **Labor Cost:** 158.42 **Material Cost:** 41.37 **Total Cost:** 199.79  
**Dir Cd-Sub Cd:** 03893-\* **Name:** VISTA FORD OF OXNARD **Ph:** 805-9836511 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 04-NOV-2005 **DIST(Mile):** 18510  
**Cust Comments:** CUSTOMER STATES ENGINE OIL LEAKS, ADVISE  
**Tech Comments:** FRONT CRANK SEAL LEAKING, DIAGNOSE FOR LEAKS, REPLACE FRONT CRANK SEAL, RETEST

1FTWW33P05E [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 11 6Y05 \* MAINT \* SXX SXX V00 A96 82  
**AWS Claim Key:** 2802637 **Doc #:** 04141521 **Trx Code:** 0712S **Labor Hrs:** 1.3 **Labor Cost:** 65.02 **Material Cost:** 64.93 **Total Cost:** 132.79  
**Dir Cd-Sub Cd:** 03893-\* **Name:** VISTA FORD OF OXNARD **Ph:** 805-9836511 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 12-DEC-2005 **DIST(Mile):** 20937  
**Cust Comments:** CUSTOMER REQUEST 20,000 MILE SERVICE  
**Tech Comments:** 20K QCM MAINT CHANGE OIL AND FILTER, ROTATE TIRES, CHECK BRAKES, CHECK FLUIDS

1FTWW33P05E [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 11 6H01 F81Z 2521452 AA S13 S05 V39 G09 07  
**AWS Claim Key:** 2890871 **Doc #:** 04141552 **Trx Code:** E84 **Labor Hrs:** 1.6 **Labor Cost:** 133.4 **Material Cost:** 436.85 **Total Cost:** 570.25  
**Dir Cd-Sub Cd:** 03893-\* **Name:** VISTA FORD OF OXNARD **Ph:** 805-9836511 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 12-DEC-2005 **DIST(Mile):** 20937  
**Cust Comments:** CUSTOMER STATES BOTH FRONT WINDOWS ARE SCRATCHED, INSTALL SOP  
**Tech Comments:** BELT MOULDING LOOSE, SCRATCHED GLASS, INSPECT, REPLACE BOTH BELT MOULDINGS, NECEGLASS, RETEST

1FTWW33P05E [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 15 6Y05 \* MAINT \* SXX SXX V00 A96 82  
**AWS Claim Key:** 4304038 **Doc #:** 08629151 **Trx Code:** 0712S **Labor Hrs:** 1.3 **Labor Cost:** 58.72 **Material Cost:** 63.65 **Total Cost:** 128.5  
**Dir Cd-Sub Cd:** 05426-\* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** 661-9493586 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 10-APR-2006 **DIST(Mile):** 25321  
**Cust Comments:** CUSTOMER REQUEST 25K QCM SERVICE  
**Tech Comments:** 25000 MILES (40000 KMS) NORMAL SCHEDULED MAINTENANCE

1FTWW33P05E [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 15 \* \* \* \* SXX SXX V00 \* \*  
**AWS Claim Key:** 4304039 **Doc #:** 08629240 **Trx Code:** 05E15 **Labor Hrs:** 1 **Labor Cost:** 75.28 **Material Cost:** 142.28 **Total Cost:** 217.56  
 ANTELOPE VALLEY FORD Ctry

PE13-014 000684ICPV

Dir Cd-Sub Cd: 05426-\* Name: LINCOLN MERCURY Ph: 661-9493586 St: CA Cd: USA Reg Cd: NA Repr Date:10-APR-2006 DIST(Mile):25321  
 Cust Comments: 05E15 EXHAUST PRESSURE SENSOR REPLACEMENT, ON BOARD DIAGNOSTIC SYSTEM A  
 Tech Comments: RECALL 05E15 EP SENSOR, CONNECTOR, AND RECALIBRATION

1FTWW33P05E [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 15 \* \* \* \* SXX SXX V00 \* \*

AWS Claim Key: 4304040 Doc #: 08629241 Trx Code: 59B01 Labor Hrs: .3 Labor Cost: 22.58 Material Cost: 0 Total Cost: 22.58  
 Dir Cd-Sub Cd: 05426-\* Name: ANTELOPE VALLEY FORD LINCOLN MERCURY Ph: 661-9493586 St: CA Ctry Cd: USA Reg Cd: NA Repr Date:10-APR-2006 DIST(Mile):25321  
 Cust Comments: 59B01 ELIGIBLE FOR ONE TIME CUSTOMER ASSURANCE TEST DRIVE. SEE EMISSIO  
 Tech Comments: RECALL 59B01 CUSTOMER ASSURANCE TEST DRIVE REPLACE

1FTWW33P05E [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 15 \* \* \* \* SXX SXX V00 \* \*

AWS Claim Key: 4304041 Doc #: 08629242 Trx Code: 05B32 Labor Hrs: .2 Labor Cost: 15.06 Material Cost: 0 Total Cost: 15.06  
 Dir Cd-Sub Cd: 05426-\* Name: ANTELOPE VALLEY FORD LINCOLN MERCURY Ph: 661-9493586 St: CA Ctry Cd: USA Reg Cd: NA Repr Date:10-APR-2006 DIST(Mile):25321  
 Cust Comments: 05B32 DE GAS BOTTLE FILL LEVEL LABEL AND FLUID LEVEL ADJUSTMENT  
 Tech Comments: RECALL 05B32 COOLANT DEGAS BOTTLE LABEL INSTALLATION AND COOLANT LEVEL AD

1FTWW33P05E [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 20 6Y05 \* MAINT \* SXX SXX V00 A96 82

AWS Claim Key: 6044134 Doc #: 09569151 Trx Code: 0712S Labor Hrs: 2.4 Labor Cost: 112.64 Material Cost: 201.66 Total Cost: 333.71  
 Dir Cd-Sub Cd: 05426-\* Name: ANTELOPE VALLEY FORD LINCOLN MERCURY Ph: 661-9493586 St: CA Ctry Cd: USA Reg Cd: NA Repr Date:29-SEP-2006 DIST(Mile):34582  
 Cust Comments: THE CUSTOMER REQUESTS 30K QCM SERVICE.  
 Tech Comments: 30000 MILES (48000 KMS) NORMAL SCHEDULED MAINTENANCE

1FTWW33P05E [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 20 7P01 4C3Z 13K359 AAA S09 S09 V17 A85 28

AWS Claim Key: 6044135 Doc #: 09569751 Trx Code: E83 Labor Hrs: 1 Labor Cost: 78.22 Material Cost: 65.3 Total Cost: 143.52  
 Dir Cd-Sub Cd: 05426-\* Name: ANTELOPE VALLEY FORD LINCOLN MERCURY Ph: 661-9493586 St: CA Ctry Cd: USA Reg Cd: NA Repr Date:29-SEP-2006 DIST(Mile):34582  
 Cust Comments: THE CUSTOMER STATES THAT THE TURN SIGNAL INDICATOR BLINKS TOO FAST ON RIGHT TURNS, POSS RT FRONT BULB IS OUT. CHECK AND ADVISE  
 Tech Comments: SHORT IN MULTIFUNCTION SWITCH HAD TO WIGGLE SWITCH FOR RIGHT TURN SIGNAL TO WORK ALSO RIGHT FRONT TURN SIGNAL BULB BURNT OUT REPLACED SWITCH AND TURN SIGNAL BULB

1FTWW33P05E [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 20 7H12 6C3Z 19980 AA S08 S08 V79 C05 28

AWS Claim Key: 6044136 Doc #: 09569752 Trx Code: E83 Labor Hrs: .9 Labor Cost: 70.4 Material Cost: 398.13 Total Cost: 468.53  
 Dir Cd-Sub Cd: 05426-\* Name: ANTELOPE VALLEY FORD LINCOLN MERCURY Ph: 661-9493586 St: CA Ctry Cd: USA Reg Cd: NA Repr Date:29-SEP-2006 DIST(Mile):34582  
 Cust Comments: THE CUSTOMER STATES THAT THE A C INTERMITTENTLY QUITS WORKING, AS WELL AS THE DASH CLIMATE CONTROL DISPLAY. CHECK AND ADVISE.  
 Tech Comments: CLIMATE CONTROL SHUTS OFF BYITSELF ORDERED CLIMATE CONTROL HEAD CAR DOWN CONTROL HEAD HAS A SHORT INSIDE REPLACED CLIMATE CONTROL HEAD RETEST OK

PE13-014 000685LCPV



Service Report

1FTWW33P051 [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 20 2G04 \* DIAG \* S11 S11 V52 D02 82  
**AWS Claim Key:** 6055350 **Doc #:** 09569755 **Trx Code:** S07 **Labor Hrs:** 1.6 **Labor Cost:** 125.15 **Material Cost:** 0 **Total Cost:** 125.15  
**Dir Cd-Sub Cd:** 05426-\* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** 661-9493586 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 29-SEP-2006 **DIST(Mile):** 34582  
**Cust Comments:** THE CUSTOMER STATES THAT THE COMPUTER WAS FLASHED FOR CA EMISSIONS. BUT THE VEHICLE IS REGISTERED TO OREGON. AND NOW THERE IS A FUEL ECONOMY LOSS.  
**Tech Comments:** KOEO KOER ON DEMAND INJ TEST FUEL PRESSURE 50PSI NO CODES RD TEST 19.6 MILES MONITOR MGP 66MPH 2130 RPM FOR 7 MINUTES 36SEC AVERAGE MPG 14.7 SPECS 14 16 NORMAL NO PROBLEM FOUND ALL WITHIN SPECS

1FTWW33P051 [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 21 5N01 \* 3A131 \* S13 S10 V89 N24 33  
**AWS Claim Key:** 6044137 **Doc #:** 09592451 **Trx Code:** E84 **Labor Hrs:** .5 **Labor Cost:** 39.11 **Material Cost:** 0 **Total Cost:** 39.11  
**Dir Cd-Sub Cd:** 05426-\* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** 661-9493586 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 04-OCT-2006 **DIST(Mile):** 34601  
**Cust Comments:** THE CUSTOMER STATES THAT WHEN YOU HIT A BUMP WHILE DRIVING, THE STEERING WHEEL AND FRONT END SHAKE BAD. CHECK AND ADVISE.  
**Tech Comments:** CAME OUT OF BRACKET LOOSEND BRACKET REPLACED BUSHING BACK INTO BRACKET RETEST OK

1FTWW33P051 [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 21 5U88 \* NPF \* S13 S10 V89 N25 82  
**AWS Claim Key:** 6553761 **Doc #:** 09691751 **Trx Code:** E84 **Labor Hrs:** .4 **Labor Cost:** 31.29 **Material Cost:** 0 **Total Cost:** 31.29  
**Dir Cd-Sub Cd:** 08650-\* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** \*.\* **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 24-OCT-2006 **DIST(Mile):** 35591  
**Cust Comments:** THE CUSTOMER STATES THAT THE STEERING WHEEL WILL SHAKE VIOLENTLY BACK AND FORTH AFTER HITTING A BUMP ABOVE 40 MPH. CK AND ADVISE.  
**Tech Comments:** FRONT TIRES WERE AT 53 PSI REAR AADJUSTED TIRE PRESSURE TO FRONT 75 PSI REAR 60 PSI SETTING TIRE

1FTWW33P051 [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 21 6R01 6C3Z 78611B09 AAB S08 S08 V05 S25 41  
**AWS Claim Key:** 6541599 **Doc #:** 09691752 **Trx Code:** E84 **Labor Hrs:** .6 **Labor Cost:** 46.93 **Material Cost:** 54 **Total Cost:** 100.93  
**Dir Cd-Sub Cd:** 08650-\* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** \*.\* **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 24-OCT-2006 **DIST(Mile):** 35591  
**Cust Comments:** THE CUSTOMER STATES THAT THE DRIVERS SEAT BELT LOCKS UP WHEN YOU ARE DRIVING AND TRY TO LEAN FORWARD, NO MATTER HOW SLOW. CK AND ADVISE.  
**Tech Comments:** RETRACTORS BINDS REPLACE DRIVERS SIDE RETRACTOR

1FTWW33P051 [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 25 2E06 5C4Z 9A543 A S11 S11 V44 D50 42  
**AWS Claim Key:** 7575204 **Doc #:** 01274751 **Trx Code:** S07 **Labor Hrs:** 8 **Labor Cost:** 625.76 **Material Cost:** 940.8 **Total Cost:** 1566.56  
**Dir Cd-Sub Cd:** 05426-\* **Name:** ANTELOPE VALLEY FORD LINCOLN MERCURY **Ph:** 661-9493586 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 27-FEB-2007 **DIST(Mile):** 44593  
**Cust Comments:** CUST SAYS VEHICLE HAS CRANK NO START BEFORE THAT VEH LOST POWER 3XS WENT FROM 70MPH 40MPH & WOULD NOT EXCEED 40MPH FOR 30 SEC WHEN SHUT OFF VEHICLE WOULD NOT BRAKE OR STEER  
**Tech Comments:** HP OILPUMP BLOCK AND FITTING LEAKING FOUND HP OIL SYSTEM LOSING PRESSURE PRESSURE TEST REPLACED BLOCK AND FITTING ALSO FOUND WHEN PUMP WAS REMOVED LOTS OF METAL DEBRIS AND IPR VALVE CAP INSIDE HP OILPUMP REPLACED PUMP REASSEMBLED RECHECK RD TEST ALL OK REPAIRS WHERE PERFORMED WITH NICL WALTER FSE

PE13-014 000686LCPV



IFTWW33P05E [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 25 5001 7C3Z 3504 A S13 S10 V89 C50 30  
 AWS Claim Key: 7594767 Doc #: 01274752 Trx Code: P01 Labor Hrs: 10.5 Labor Cost: 821.31 Material Cost: 945.87 Total Cost: 1767.18  
 Dir Cd-Sub Cd: 05426-\* Name: ANTELOPE VALLEY FORD LINCOLN MERCURY Ph: 661-9493586 St: CA Ctry Cd: USA Reg Cd: NA Repr Date:27-FEB-2007 DIST(Mile):44593  
 Cust Comments: CUST SAYS EXCESSIVE DRIFTING SWEEPING TO THE LEFT APPROX 65MPH IF U HIT A SLIGHT BUMP THEN VEH WILL LOSE CONTROL & CUST CANNOT STEER FOR A FEW SECONDS INTERMITTENT SEE HISTORY  
 Tech Comments: EXCESSIVE DRIFTING TO THE LEFT ALL REPAIRS WERE PERFORMED WITH NICL WALTER FSE REPLACED STEERING GEAR CKD TORQUE ON ALL STG AND SUSP ADJUSTED TO SPECS USED ALIGNMENT ADJUSTED BUSHING TO REDUCE FRT CASTER RT CONCERN STILL THERE FSE ADVISED TO REPLACE STG GEAR AND LOWER CASTER 1.50 L AND 2.00 RT ROAD TESTED STILL PRESENT INSTALLED AFTERMARKET RANCHO STG DAMPER AND BAR

IFTWW33P05E [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 25 6Y20 \* MISC \* SXX SXX V00 A98 82  
 AWS Claim Key: 7740426 Doc #: 01274753 Trx Code: P98 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 924  
 Dir Cd-Sub Cd: 05426-\* Name: ANTELOPE VALLEY FORD LINCOLN MERCURY Ph: 661-9493586 St: CA Ctry Cd: USA Reg Cd: NA Repr Date:27-FEB-2007 DIST(Mile):44593  
 Cust Comments: LOANER RENTAL 28 DAY FORD CRC PER BROOKE POWELL PO# 149660  
 Tech Comments: GOODWILL RENTAL PER FORD MOTOR CO GOODWILL RENTAL PER FORD MOTOR CO

IFTWW33P05E [REDACTED] F7 T/F7 F T/BC T/CD T/E A1 T/BE T/YB 16-01-05 11-02-05 172455 USA 25 6Y05 \* MAINT \* SXX SXX V00 A96 82  
 AWS Claim Key: 7436154 Doc #: 01283251 Trx Code: 0712S Labor Hrs: 1.3 Labor Cost: 61.01 Material Cost: 66.96 Total Cost: 134.41  
 Dir Cd-Sub Cd: 05426-\* Name: ANTELOPE VALLEY FORD LINCOLN MERCURY Ph: 661-9493586 St: CA Ctry Cd: USA Reg Cd: NA Repr Date:01-MAR-2007 DIST(Mile):44593  
 Cust Comments: CUST REQUESTS QCM 40K  
 Tech Comments: 40000 MILES (64000 KMS) NORMAL SCHEDULED MAINTENANCE

Any comments? You can contact



webmaster

PE13-014 000687LCPV



Service 661-949-6935 All other calls 661-949-3586



B.A.R. REG. # AL 073849

E.P.A. # CAD 983648940

REVISED ESTIMATE \$	AUTH BY:
NEW TOTAL \$	PHONE #
DATE/TIME	DRIVER'S LICENSE #

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW

PROGRAM CODE	APPROVAL CODE	COMMITMENT CODE
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INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W12747

PALMDALE CA

PALMDALE CA

CELL: [REDACTED]

CELL: [REDACTED]

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 0361 ADV: 232 DSUNA, RE INVOICE: PRELIM WAR W VB  
 TAX RULES: YNNY INVOICED: 03/27/2007 15:45:49  
 ODOMETER IN: 44593 OUI: 44613 DIST: FR3  
 DATES BEGIN: 02/27/07 DONE: 03/27/07

VIN 1F1TW33P05 [REDACTED] LICENSE NUMBER: [REDACTED]  
 05 FORD F-350 SD 4WD DRW CREW CAB WHITE  
 DATES INSERVICE: 021105 PRODUCTION: 011605

CONCERN 51 CUST SAYS VEHICLE HARD TO START (REPAIR PART LOST) [REDACTED] OPERATION TECH HOURS AMOUNT  
 WENT FROM 70MPH TO 40MPH & WOULD NOT EXCEED 40MPH FOR 30 SEC WHEN [REDACTED] 06706A 6.39 8.0  
 OFF VEHICLE WOULD NOT SHAKE OR BUMP. SEE HISTORY - REFER TO 95924

CAUSE CORRECTION

HP OIL PUMP BLOCK AND FLATTING  
 FOUND HP OIL SYSTEM FOR  
 FLATTING ALSO FOUND  
 VALVE CAP INSIDE [REDACTED]

PART NUMBER  
 FMC 303Z 9C949 CA  
 FMC 4C3Z 9B245 A  
 FMC 3C3Z [REDACTED] BA  
 FMC 3C3Z 6B898 AA  
 FMC W705589 S  
 FMC 5C4Z 9A543 A

VALVE ASY - CRANK/CAS  
 BASKET  
 PUMP ASY - FUEL INJE  
 CER# 7622

FACTORY

CONCERN CD: D50 *"You'll Love The Difference"*

CONCERN 52 CUST SAYS EXCESSIVE DRIFTING/SWEEPING TO THE LEFT @ APPROX 65MPH - IF U HIT OPERATION TECH HOURS AMOUNT  
 A SLIGHT BUMP THEN VEH WILL LOSE CONTROL & CUST CANNOT STEER FOR A FEW 3504A 6.20 1.7  
 SECONDS - INTERMITTENT - SEE HISTORY - REFER TO 95924

CAUSE CORRECTION

EXCESSIVE DRIFTING TO THE LEFT  
 REPLACED STEERING GEAR  
 52-1 STABILIZER BAR - FRONT - REMOVE AND INSTALL OR REPLACE  
 52-2 CHECK TIRE PRESSURE AND ROAD TESTED PER TSB 07-05-07  
 52-3 ADJUSTED FRONT WHEEL ALIGNMENT

YOU FOR THE OPPORTUNITY TO BE OF SERVICE  
 5402A 6.20 .3  
 070507B 6.20 1.4  
 070507C 6.20 2.1

PAGE 1

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**PARTS STORE**  
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1155 AUTO MALL DRIVE • LANCASTER, CA 93534

Service 661-949-6935 All other calls 661-949-3586

661-940-6062  
**Quick Lane**  
Tire and Auto Center  
LANCASTER AUTO MALL



E.P.A. # CAD 983648940

B.A.R. REG. # AL 073849

REVISED ESTIMATE \$	AUTH BY:	
NEW TOTAL \$	PHONE #	
DATE/TIME	DRIVER'S LICENSE #	
PROGRAM CODE	APPROVAL CODE	COMMITMENT CODE

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW.

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INVOICE TO [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: W12747

FOR OFFICE USE TAG: 0361 ADV: 232 OSUNA, R INVOICED: 03/27/2007 15:45:49 VB 05 F-350 SD WHITE LICENSE NUMBER: [REDACTED]

52-4	INSTALLED RANCHO STEERING DAMPNER AND STAB BAR	ADJUSTED CAMCASTER	MT	620	5.0	
	SEVERAL TIMES PER NICK WALTER FSE					
	PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL
	FMC 7C3Z 3504 A			GEAR ASY - STEERING	1	
	FMC 5C3Z 3B440 CDC			ADJUSTER ASY	1	
	FMC 5C3Z 3B440 EEE				1	
	FMC NPN.23136					
	FMC NPN.23138					
	FMC NPN.413					
	FMC 7C3Z 3504 CA			HIGH		
	FMC 5C3Z 3482 CA			STABILIZER		
	FMC NPN.BOLTS					
	FMC NB1.5					
	FMC NS07					



CONCERN 53# LOANER RENTAL @28/DAY FORD LOG OPERATION TECH HOURS AMOUNT  
PO# 149660 RENTAL PO#149660/42212586 1B .0

CAUSE AUTH BY FMC  
CORRECTION PART NUMBER FMC HERTZ  
FACTORY CONCERN CD: 499

*"You'll Love The Difference"*

CONCERN 54# \*\* NOTE \*\* (PER FSE/NICK WALTER) NEED TO LOWER CASTER - LEFT TO 1.5 - OPERATION TECH HOURS AMOUNT  
RIGHT TO 2.0 - SWAY BAR BUSHINGS WORN - ORDER AFTERMARKET RANCHO STEERING REFER 620 .0  
DAMPNER

CAUSE  
CORRECTION SEE ABOVE

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

CONCERN 55# FUEL OPERATION TECH HOURS AMOUNT  
CAUSE GAS 999 .0

ON LINE SERVICE INVOICING BY FIDES

TO ORDER FORMS OR SUPPLIES CALL 1-800-999-8888 EXT. 8214



**PARTS STORE**  
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# ANTELOPE VALLEY



LINCOLN



"You'll Love The Difference"

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Service 661-949-6935 All other calls 661-949-3586

661-940-6062  
**Quick Lane**  
Tire and Auto Center  
LANCASTER AUTO MALL



E.P.A. # CAD 983648940

B.A.R. REG. # AL 073849

REVISED ESTIMATE \$	AUTH. BY:
NEW TOTAL \$	PHONE #
DATE/TIME	DRIVER'S LICENSE #

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW.

PROGRAM CODE	APPROVAL CODE	COMMITMENT CODE
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INVOICE TO: [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: W12747

FOR OFFICE USE: [REDACTED] VEHICLE INFORMATION

TAG: 0361 ADV: 232 OSUNA, R INVOICED: 03/27/2007 15:45:49 VR 05 F-350 SD WHITE LICENSE NUMBER: [REDACTED]

CORRECTION COMMENT	GAS PER BROOKE	PART NUMBER	FMC FUEL	POH	NOTE	DESCRIPTION	BTY	SELL
FACTORY					GUG	*****	LB	
						CERT#: 9999		

ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE  
 DATE OPENED FOR: 03/01/07  
 DATES INVOICED: 12832  
 IF YOU HAVE ANY QUESTIONS -

PAYMENT DISTRIBUTION FOR INVOICE W12747



"You'll Love The Difference"

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

PAGE 3  
LAST PAGE

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INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W12747

PALMDALE  
CELL:

CA

PALMDALE  
CELL:

CA

TAG: 0361 ADV: 232 OSUNA, RE INVOICE: QUOTE WAR W BB  
TAX RULES: YNNY INVOICED: 03/27/2007 16:26:42  
ODOMETER IN: 44593 OUT: 44613 DIST: FR3  
DATES BEGIN: 02/27/07 DONE: 03/27/07

VEHICLE INFORMATION  
VIN 1FTW33P05E LICENSE NUMBER:  
05 FORD F-350 SD AWD DRW CREW CAB WHITE  
DATES INSERVICE: 021105 PRODUCTION: 011605

\*\*\* R.O. NOT COMPLETE \*\*\*

CONCERN 51 CUST SAYS VEHICLE HAS CRANK NO START - BEFORE THAT VEH LOST POWER 3X'S - OPERATION TECH HOURS AMOUNT  
WENT FROM 70MPH - 40MPH & WOULD NOT EXCEED 40MPH FOR 30 SEC - WHEN SHUT 061706A 639 8.0 625.76  
OFF VEHICLE WOULD NOT BRAKE OR STEER - \*\* POSS DIESEL WARRANTY \*\*

CAUSE HP OILPUMP BLOCK AND FITTING LEAKING  
CORRECTION FOUND HP OIL SYSTEM LOSING PRESSURE PRESSURE TEST REPLACED BLOCK AND  
FITTING ALSO FOUND WHEN PUMP WAS REMOVED LOTS OF METAL DEBRIS AND IPR  
VALVE CAP INSIDE HP OILPUMP REPLACED PUMP REASSEMBLED RECHECK RD TEST ALL  
OK

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
FMC 5C3Z 9C968 CA			REGULATOR - FUEL PRE	1	144.66	144.66
FMC 4C3Z 9B246 A			KIT - FLEXIBLE PIPE	1	43.21	43.21
FMC 3C3Z 6766 BA			VALVE ASY - CRANKCAS	1	2.66	2.66
FMC 3C3Z 6B898 AA			GASKET	1	2.58	2.58
FMC W705589 S			PIN - SPECIAL	4	.79	3.16
FMC 5C4Z 9A543 A			PUMP ASY - FUEL INJE	1	475.74	475.74
PARTS: COUNT 9			ALLOWANCE: 268.81			

CERT#: 9622

FACTORY

CONCERN CD: D50

SUBTOTAL

PARTS.....	940.82
LABOR.....	625.76
TOTAL CHARGE FOR CONCERN	1566.58

TYPE: W

CONCERN 52 CUST SAYS EXCESSIVE DRIFTING/SWEEPING TO THE LEFT @APPROX 65MPH - IF U HIT OPERATION TECH HOURS AMOUNT  
A SLIGHT BUMP THEN VEH WILL LOSE CONTROL & CUST CANNOT STEER FOR A FEW 3504A 620 1.7 132.97  
SECONDS - INTERMITTENT - SEE HISTORY - REFER TO 95924

PAGE 1

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W12747

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 0361 ADV: 232 OSUNA, R INVOICED: 03/27/2007 16:26:42 BB 05 F-350 SD WHITE LICENSE NUMBER:

\*\*\* R.O. NOT COMPLETE \*\*\*

CAUSE EXCESSIVE DRIFTING TO THE LEFT  
CORRECTION REPLACED STEERING GEAR

52-1	STABILIZER BAR - FRONT - REMOVE AND INSTALL OR REPLACE	5482A	620	.3	23.47
52-2	CHECK TIRE PRESSURE AND ROAD TESTED PER TSB 07-05-07	070507B	620	1.4	109.51
52-3	ADJUSTED FRONT WHEEL ALIGNMENT	070507C	620	2.1	164.26
52-4	INSTALLED RANCHO STEERING DAMPNER AND STAB BAR ADJUSTED CAMBCASTER SEVERAL TIMES PER NICK WALTER FSE	NT	620	5.0	391.10

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
FMC 7C3Z 3504 A			GEAR ASY - STEERING	1	380.98	380.98
FMC 5C3Z 3B440 CCC			ADJUSTER ASY	1	18.27	18.27
FMC 5C3Z 3B440 EEE			ADJUSTER ASY	1	9.63	9.63
FMC NPN.23136			*****	1C	15.23	15.23
FMC NPN.23138			*****	1C	15.23	15.23
FMC NPN.5413			RANCHO	2B	70.00	140.00
FMC 5C3Z 5484 CA			BUSH	2	8.30	16.60
FMC 5C3Z 5482 CA			BAR - STABILIZER	1	43.40	43.40
FMC NPN.BOLTS			*****	4C	.23	.92
FMC N811677 S439			*BOLT	4	5.91	23.64
FMC N807164 S439			NUT - ADJUSTING SCRE	4	2.93	11.72
PARTS: COUNT	22		ALLOWANCE:	254.21		

SUBTOTAL

PARTS.....	889.83
LABOR.....	821.31
TOTAL CHARGE FOR CONCERN	1711.14

TYPE: W

CONCERN 53\* LOANER RENTAL @28/DAY FORD CRC - (PER BROOKE POWELL)  
PO# 149660

OPERATION	TECH	HOURS	AMOUNT
RENTAL	999	.0	.00

CAUSE  
CORRECTION AUTH BY FMC  
PART NUMBER  
FMC HERTZ

P0#	NOTE	DESCRIPTION	QTY	SELL	
	RENTAL	PO#149660/42212586 CERT#: 9999	1B	924.00	924.00

FACTORY

PAGE 2



INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W12747

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 0361 ADV: 232 OSUNA, R INVOICED: 03/27/2007 16:26:42 BB 05 F-350 SD WHITE LICENSE NUMBER:

\*\*\* R.O. NOT COMPLETE \*\*\*

CONCERN CD: A99

TYPE: W	----- SUBTOTAL -----	
	MISCELLANEOUS	924.00
	TOTAL CHARGE FOR CONCERN	924.00

CONCERN 54* ** NOTE ** (PER FSE/NICK WALTER) NEED TO LOWER CASTER - LEFT TO 1.5 -	OPERATION	TECH	HOURS	AMOUNT
RIGHT TO 2.0 - SWAY BAR BUSHINGS WORN - ORDER AFTERMARKET RANCHO STEERING	REFER	620	.0	.00
DAMPNER				

CAUSE  
CORRECTION SEE ABOVE

TYPE: W	----- SUBTOTAL -----	
	TOTAL CHARGE FOR CONCERN	.00

CONCERN 55* FUEL	OPERATION	TECH	HOURS	AMOUNT
CAUSE	GAS	999	.0	.00

CORRECTION GAS  
COMMENT PER BROOKE  
PART NUMBER  
FMC FUEL

PO#	NOTE	DESCRIPTION	QTY	SELL	
	GOG	*****	18	15.00	15.00
FACTORY		CERT#: 9999			

TYPE: W	----- SUBTOTAL -----	
	GAS-OIL-GREASE.....	15.00
	PAID BY DEALER..... 7750	15.00-
	TOTAL CHARGE FOR CONCERN	.00

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE W12747	
PARTS.....	1830.65
GAS-OIL-GREASE.....	15.00
LABOR.....	1447.07
MISCELLANEOUS	924.00
PAID BY DEALER..... 7750	15.00-
TOTAL CHARGES.....	4201.72

PAYMENT DISTRIBUTION FOR INVOICE W12747	
TOTAL CHARGES.....	4201.72
FAC WARRANTY	4201.72

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: W12747

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 0361 ADV: 232 OSUNA, R INVOICED: 03/27/2007 16:26:42 BB 05 F-350 SD WHITE LICENSE NUMBER: [REDACTED]

\*\*\* R.O. NOT COMPLETE \*\*\*

ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE:

DATE OPENED RO# DATES INVOICED

03/01/07 12832 ESP - 03/27/07 (P)

IF YOU HAVE ANY QUESTIONS - PLEASE SEE REY OSUNA

PAGE 4  
LAST PAGE

PALMDALE, CA  
HOME PH:

LAST SERV MILEAGE: 044593

1FTWW33P05E MILE:000043 LAST SERV:02/22/  
05 FORD F-350 SD 4WD DRW CREW CAB WHITE IN-SERV DATE:02/11/  
NUMBER TYPE DATE DEDUCT MON MILES ACTIVE  
EXT SVC PLAN1: USA 2005 NEW 48 712 02/11/09 000 51000  
EXT SVC PLAN2: 0.00 0 00/00/00 000

RO C12525 N 02/22/07 ODOM= 44593 ADV=242

CLIENT=61H001 INV=02/22/07

LN 51 PAY TYPE C TECH1-999 OPR-CODE NW  
CUST REFUSES ALL WORK AT THIS TIME  
CUST STATES CRANK NO START  
LN 52 PAY TYPE C TECH1-999 OPR-CODE NW  
CUSTOMER REFUSES ALL WORK AT THIS TIME  
CUST STATES WHEN DRIFTING TO LEFT AT 65MPH AND HITTING BUMP, STRRING WHEEL S

RO C11530 N 02/05/07 ODOM= 43211 ADV=232

CLIENT=61H001 INV=02/05/07

LN 51 PAY TYPE BDC TECH1-620 OPR-CODE NC  
TIRES OUT OF BALANCED FRONT RIGHT WAS 1.7 OZ OUT OF BALANCE FRONT LEFT WAS 2  
CUST STATES INTERM. WHEN DRIFTING/SWEEPING TO THE LEFT @ 65 MPH+ THE VEH VIB  
PER BROOKE POWELL  
LN 52 PAY TYPE BDC TECH1-621 OPR-CODE NC  
NO ABNORMAL ENGINE NOISES OR VIBRATIONS PRESENT AT THIS TIME  
CUST STATES WHEN BARELY PRESSING GAS (2% OF PEDAL) THERE IS A RATTLE NOISE C  
LN 53 PAY TYPE BDC TECH1-651 OPR-CODE NC  
SEAT BELTS OPERATING NORMAL AT THIS TIME  
CUST STATES BOTH FRONT SEAT BELTS ARE SENSITIVE - BELT WILL GRAB & NOT RELEA

RO W96917 Y 11/29/06 ODOM= 35591 ADV=257

CLIENT=61H001 INV=11/29/06

LN 51 PAY TYPE W TECH1-620 .40 OPR-CODE 062214B  
ADJUSTED TIRE PRESSURE TO FRONT 75 PSI REAR 60 PSI " SETTING TIRE PRESSURE T  
THE CUSTOMER STATES THAT THE STEERING WHEEL WILL SHAKE VIOLENTLY BACK AND FO  
FRONT TIRES WERE AT 53 PSI REAR AT 51 PSI  
LN 52 PAY TYPE W TECH1-651 .90 OPR-CODE 61108A  
FP 6C3Z78611B09AAB  
SEAT BELT RETRACTOR ASSY - FRONT - REPLACE REPLACE DRIVERS SIDE RETRACTOR  
THE CUSTOMER STATES THAT THE DRIVERS SEAT BELT LOCKS UP WHEN YOU ARE DRIVING  
RETRACTORS BINDS

RO E95691 Y 10/09/06 ODOM= 34582 ADV=257

CLIENT=61H001 INV=10/09/06

LN 51 PAY TYPE QCM TECH1-635 2.20 OPR-CODE MB30  
FP FA1778  
30000 MILES (48000 KMS) - NORMAL SCHEDULED MAINTENANCE  
LN 51-1 PAY TYPE QCM TECH1-635 .20 OPR-CODE MULTI  
PERFORMED MULTI POINT INSPECTION  
THE CUSTOMER REQUESTS 30K QCM SERVICE.



RO W95697 Y 10/09/06 ODOM= 34601 ADV=257

CLIENT=61H001 INV=10/09/06

LN 51 PAY TYPE W TECH1-635 .30 OPR-CODE 13465A  
LIT5 28 FP 4C3Z13K359AAA  
BULBS-EXTERIOR - REPLACE

LN 51-1 PAY TYPE W TECH1-635 .60 OPR-CODE 13300D  
STEERING COLUMN SWITCH ASSEMBLIES - DIAGNOSIS

LN 51-2 PAY TYPE W TECH1-635 .10 OPR-CODE 13300D4  
SWITCH-MULTI-FUNCTION/WINDSHIELD WIPER - REPLACE

THE CUSTOMER STATES THAT THE TURN SIGNAL INDICATOR BLINKS TOO FAST ON RIGH  
SHORT IN MAULTIFUNCTION SWITCH

LN 52 PAY TYPE W TECH1-635 .60 OPR-CODE 19980A  
CONTROL ASSEMBLY-AIR CONDITIONER - REPLACE

LN 52-1 PAY TYPE W TECH1-635 .30 OPR-CODE 12651D2  
BODY/CHASSIS/ELECTRICAL PIN POINT TEST - DIAGNOSIS

THE CUSTOMER STATES THAT THE A/C INTERMITTENTLY QUILTS WORKING, AS WELL AS  
CONTROL HEAD HAS SHORT

LN 53 PAY TYPE W TECH1-635 OPR-CODE CN  
COULD NOT DUPLICATE CUSTOMER CONCERN - NO PROBLEM FOUND

THE CUSTOMER STATES THAT THE CD PLAYER INTERMITTENTLY WILL NOT EJECT CD'S.  
TESTED SEVERAL TIMES-NO PROBLEM

LN 54 PAY TYPE W TECH1-635 OPR-CODE CN  
COULD NOT DUPLICATE CUSTOMER CONCERN - TESTED HEATED SEAT, EAT STA

THE CUSTOMER STATES THAT THE HEATED SEATS SHUT OFF DURING USE. THE LIGHT  
SEAT STAYS HOT

YS HOT - NO PROBLEM FOUND AT THIS TIME - CUSTOMER TO RETURN IF

LN 55 PAY TYPE W TECH1-631 .40 OPR-CODE 6005F  
LIT5 82 FP DIAG

ENGINE PERFORMANCE DIAGNOSTICS - DIESEL ENGINE - DIAGNOSIS

LN 55-1 PAY TYPE W TECH1-631 .60 OPR-CODE 6005F8  
LOW IDLE STABILITY (ICP PRESSURE) - TEST

LN 55-2 PAY TYPE W TECH1-631 .60 OPR-CODE 6005F18  
FUEL PUMP PRESSURE - CHECK

THE CUSTOMER STATES THAT THE COMPUTER WAS FLASHED FOR CA EMISSIONS, BUT TH  
NORMAL

-----  
RO W95924 Y 10/09/06 ODOM= 34601 ADV=257

CLIENT=61H001 INV=10/09/06

LN 51 PAY TYPE W TECH1-635 .50 OPR-CODE MT  
LIT5 42

STABILER BAR BUSHING TO FRAME ON DRIVERS SIDE

THE CUSTOMER STATES THAT WHEN YOU HIT A BUMP WHILE DRIVING, THE STEERING W  
BUSHING CAME OUT OF BRACKET

-----  
RO E86291 Y 04/12/06 ODOM= 25321 ADV=240

CLIENT=61H001 INV=04/12/06

LN 24 PAY TYPE QCM TECH1-207 OPR-CODE 99P  
PERFORMED QUALITY CARE INSPECTION  
PERFORM QUALITY CARE 24 POINT INSPECTION  
99P

LN 51 PAY TYPE QCM TECH1-207 1.10 OPR-CODE MB25  
LIT5 82 FP MAINT

25000 MILES (40000 KMS) - NORMAL SCHEDULED MAINTENANCE

LN 51-1 PAY TYPE QCM TECH1-207 .20 OPR-CODE MULTI  
PERFORMED MULTI POINT INSPECTION  
CUSTOMER REQUEST 25K QCM SERVICE

RO W86292 Y 04/12/06 ODOM= 25322 ADV=240

CLIENT=61H001 INV=04/12/06

LN 40 PAY TYPE W TECH1-207 1.00 OPR-CODE 05E15M  
FP 5C3Z9J460A

EP SENSOR, CONNECTOR, AND RECALIBRATION  
05E15 EXHAUST PRESSURE SENSOR REPLACEMENT, ON-BOARD DIAGNOSTIC SYSTEM A  
RECALL 05E15

LN 41 PAY TYPE W TECH1-207 .30 OPR-CODE 59B01A

CUSTOMER ASSURANCE TEST DRIVE - REPLACE  
59B01 ELIGIBLE FOR ONE-TIME CUSTOMER ASSURANCE TEST DRIVE. SEE EMISSIO  
RECALL 59B01

LN 42 PAY TYPE W TECH1-207 .20 OPR-CODE 05B32B

COOLANT DEGAS BOTTLE LABEL INSTALLATION AND COOLANT LEVEL AD  
05B32 DE-GAS BOTTLE FILL LEVEL LABEL AND FLUID LEVEL ADJUSTMENT  
RECALL 05B32

LN 51 PAY TYPE W TECH1-999 OPR-CODE NC

NO CHARGE  
CUSTOMER REPORTS REAR SLIDING WINDOW WILL NOT FULLY OPEN & OPENS VERY SLOW  
CLEANED AND LUBED TRACK

END OF DATA

*.541 (W39)*

*-POC*





STATE OF NEW YORK  
SUPREME COURT COUNTY OF ALBANY

██████████ and FARM FAMILY INSURANCE  
COMPANY as subrogee of ROBERT LAPP,

*Plaintiffs,*

*-against-*

FORD MOTOR COMPANY,

*Defendants.*

VERIFIED COMPLAINT

Index No. ██████████

PLAINTIFFS, ██████████ and Farm Family Insurance Company, by and through its attorneys, Hiscock & Barclay, LLP, as and for a Verified Complaint, herein alleges as follows upon information and belief:

1. At all times hereinafter mentioned, plaintiff, ██████████ is and was a resident of Highfalls, County of Ulster, State of New York.
2. At all times hereinafter mentioned, Farm Family Insurance Company is and was an insurance company duly authorized to conduct business in the State of New York with its principal place of business in the County of Albany, State of New York.
3. Defendant Ford Motor Company was and is a foreign corporation registered as such with the New York State Secretary of State.
4. At some point prior to March 1, 2005, ██████████ purchased a 2005 model Ford F350 pickup truck (hereinafter "Subject Vehicle").
5. The Subject Vehicle Identification Number ("VIN") 1FTWX31PX5E ██████████
6. Defendant Ford Motor Company (hereinafter "Ford") designed the Subject Vehicle.
7. Defendant Ford manufactured the Subject Vehicle.
8. Defendant Ford distributed and/or sold the Subject Vehicle.
9. Defendant Ford derived substantial revenue from interstate commerce.

ALLIB01M139659A1  
302129-3014317

Albany County Clerk  
Document Number 9636779  
Rcvd 01/18/2006 10 40 25 AM



10. Defendant Ford knew or with the exercise of reasonable care knew that the Subject Vehicle could or would be sold in the State of New York.

11. Plaintiff [REDACTED] used the new vehicle for a brief period of time in a manner and for purposes consistent with its intended use.

12. On or about March 1, 2005, while driving the vehicle, [REDACTED] experienced a problem with the steering of the vehicle. The Subject Vehicle was caused to veer to the left, leave the roadway and strike a tree.

13. The Subject Vehicle was inherently defective as it contained a problem with the steering mechanism.

14. At the time of the March 1, 2005 incident, [REDACTED] was insured under a Farm Family Insurance Company policy of insurance. Farm Family paid to or on behalf of Mr. [REDACTED] the total amount of \$9,568.62 and is subrogated to his rights.

15. At the time of the March 1, 2005 incident, the vehicle was brand new with only 598 miles on the odometer.

16. The vehicle is still under warranty. Ford has been put on notice and had an opportunity to inspect the steering mechanism and vehicle.

17. After the incident, the vehicle was brought to Rhinebeck Ford, a Ford dealership, where representatives there also observed the problems with the Ford steering mechanism.

18. Plaintiff [REDACTED] desires replacement of the vehicle as it is still under warranty. Also, Mr. [REDACTED] seeks reimbursement of certain unreimbursed expenses such as the cost of a rental vehicle.

19. As a result of the aforesaid, plaintiffs have sustained loss and damage in the amount of \$15,000.00.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**AGAINST DEFENDANT FORD MOTOR COMPANY**

20. Plaintiff repeats and realleges each and every allegation of the foregoing complaint as though fully set forth herein.

21. Upon sale of the aforesaid vehicle, defendant Ford Motor Company made certain express and implied warranties, among other things, that the vehicle at issue was of merchantable quality, was fit for the particular purpose intended, and was free from defects of material and workmanship and was in all respects, suitable for use as a motor vehicle.

22. The aforesaid warranties were untrue, breached and violated in that the vehicle at issue was not of a merchantable quality, was not fit for the particular purpose for which it was intended and was not free from defects of material and workmanship and was not suitable for use as a motor vehicle in that the same was dangerous, defective and inadequate for the purposes intended.

23. As a result of the foregoing, plaintiff has sustained loss and damage in the aforesaid amount.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**AGAINST DEFENDANT FORD MOTOR COMPANY**

24. Plaintiff repeats and realleges each and every allegation of the foregoing complaint as though fully set forth herein.

25. The aforesaid occurrence was caused by reason of the negligence of the defendant Ford Motor Company, its authorized officers, directors, agents, servants and employees.

26. The negligence of defendant Ford Motor Company consisted of, among other things, improperly designing, manufacturing, distributing and sell the aforesaid vehicle in a defective condition; failing to warn the plaintiff of the dangers and defects then and there existing; failing to repair the vehicle; failing to issue a recall of the defective vehicle; failing to use proper quality control procedures; failing to properly inspect the vehicle; and otherwise being negligent.



27. As a result of the foregoing, plaintiff sustained loss and damage in the aforesaid amount.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**AGAINST DEFENDANT FORD MOTOR COMPANY**

28. Plaintiff repeats and realleges each and every allegation of the foregoing complaint as though fully set forth herein.

29. Defendant Ford manufactured, designed, distributed and/or sold the Subject Vehicle.

30. The Subject Vehicle was in a defective condition at the time it left the possession of defendant Ford.

31. As the manufacturer, designer, distributor and/or seller of the Subject Vehicle, defendant is strictly liable for any damages caused by any defects in said vehicle.

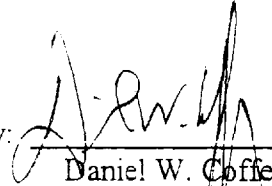
32. The Subject Vehicle was defective at the time it left the possession at the time it left Ford as described aforesaid.

33. By reason of the foregoing, plaintiff has sustained loss and damage in the aforesaid amount.

**WHEREFORE**, plaintiffs demand judgment against Defendant Ford in the amount of Fifteen Thousand Dollars (\$15,000.00), together with interest from March 1, 2005, and the costs and disbursements of this action.

**DATED:** January 13, 2006

**HISCOCK & BARCLAY, LLP**


By:   
Daniel W. Coffey

Attorneys for Plaintiffs  
Robert Lapp and Farm Family Insurance Company as  
subrogee of Robert Lapp  
Office and P.O. Address:  
50 Beaver Street  
Albany, New York 12207-2830  
Telephone: (518) 434-2163

VERIFICATION

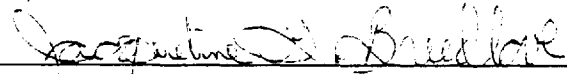
STATE OF NEW YORK                    )  
  ) ss..  
COUNTY OF ALBANY                 )

The undersigned, Kathy Zitz, being duly sworn, deposes and says that: the undersigned is the Subrogation Specialist of Farm Family Insurance Company, the plaintiff in the subject action; that Farm Family Insurance Company is a New York State Corporation duly authorized to conduct insurance business in the State of New York; that deponent has read the foregoing complaint and same is true to the knowledge of the deponent except as to matters therein stated to be alleged upon information and belief, and as to such matters deponent believes them to be true.

  
In Farm Family Casualty  
Kathy Zitz

HISCOCK & BARCLAY, LLP

Sworn to before me this  
11th day of January, 2006.

  
\_\_\_\_\_  
Notary Public

JACQUELINE G. BREEDLOVE  
Notary Public, State of New York  
No. 01BR6037145  
Qualified in Albany County  
Commission Expires February 14, 20 06

All Action Details for Issue

Print

VIN: 1FTWX31PX5E [REDACTED] Year: 2005 Model: F-SERIES SUPER DUTY Case: [REDACTED]  
 Name: [REDACTED] Owner Status: Original WSD: 2005-02-18  
 Symptom Desc: STRG/HANDLING PULL/DRIFT LEFT Primary Phone: [REDACTED]  
 Reason Desc: LEGAL - ACCIDENT / FIRE Secondary Phone: [REDACTED]  
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS  
 Dealer: 03043 RHINEBECK FORD, INC. Origin Desc: US CONCERN CASE BASE  
 Odometer: 575 MI Comm Type: PHONE  
 Analyst Name: ABBOTT LA TANYA Analyst: LABBOTT4  
 Action Date: 03/02/2005 Action Time: 15.53.58.114 Action Data: Yes

Comments CUSTOMER SAID: ACCIDENT HAPPENED LAST NIGHT AT 9:30PM ACCIDENT HAPPENED ON ACCORD, NY - CUST WAS DRIVING AND THE TOOK A HARD LFT ON ITS OWN AND RUN INTO SOME TREES -CUST BELIEVES THAT THERE IS A DEFECT IN THE STEERING BOX -NO INJURIES-NO POLICE REPORT-INSURANCE COMPANY HAS BEEN CONTACTED AND IS SUPPOSE TO COME AND LOOK AT THE VEH -CUST BELIEVES THAT THE VEH SHOULD BE TOTALLED -CUST BELIEVES THAT FORD SHOULD JUST REPLACED THE VEH BECAUSE HE JUST BOUGHT THE VEH -CUST FEELS THAT FORD IS NOT GIVING HIM THE SERVICE THAT HE DESERVES-THE VEH HIS CURRENTLY AT RHINEBACK FORDDEALER SAID: MIKE S/M SAID THE FORD REP SAID TO CALL THE INSURANCE AND THEY WILL DEAL WITH THE INSURANCE COMPANYCRC ADVISED: - I WILL FORWARD THIS INFORMATION TO OUR CONSUMER AFFAIRS GROUP. SOMEBODY FROM CONSUMER AFFAIRS WILL CONTACT YOU IN 2 BUSINESS DAYS. PLEASE NOTIFY YOUR INSURANCE CARRIER AND REPORT THIS INCIDENT.

Data Element Name	Data Value
FIRE/ACCIDENT	A

Action: MAKE OUTBOUND CALL TO DEALER  
 Dealer: 03043 RHINEBECK FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 575 MI Comm Type: PHONE  
 Analyst Name: KIRKSEY, VINCE (V.) Analyst: VKIRKSE1  
 Action Date: 03/04/2005 Action Time: 14.26.56.546 Action Data: No

Comments \*\*\*LPA COMMENTS\*\*\*LPA SPOKE WITH THE SERVICE MANAGER REGARDING THE CUSTOMER'S ALLEGED DEFECT THAT CAUSED AN ACCIDENT. THE S/M SAYS THEY HAVE NOT LOOKED AT THE VEHICLE. THE INSURANCE COMPANY ADJUSTER WAS CURRENTLY AT THEIR ESTABLISHMENT INVESTIGATING THE CUSTOMER'S CLAIM. \*THE CUSTOMER ALLEGED HIS STEERING/HANDLING VEERED LEFT CAUSING HIM TO LOSE CONTROL RESULTING IN AN ACCIDENT. NO INJURIES WERE SUSTAINED DURING THE INCIDENT. THE CUSTOMER HAS REQUESTING FMC ALSO INVESTIGATE THE MATTER.\*LPA INFORMED THE DEALERSHIP THAT FMC WILL RE-CONTACT THEM NEXT WEEK AFTER THE INSURANCE ADJUSTER HAS COMPLETED HIS INVESTIGATION. FMC WILL DECIDE AT THAT TIME WHETHER OR NOT TO PROVIDE ASSISTANCE IN THE MATTER.

Action: REFER TO INSURANCE CARRIER - INSURANCE COMPANY ALREADY INVOLVED  
 Dealer: 03043 RHINEBECK FORD, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION  
 Odometer: 575 MI Comm Type: MAIL  
 Analyst Name: KIRKSEY, VINCE (V.) Analyst: VKIRKSE1  
 Action Date: 03/07/2005 Action Time: 10.29.06.936 Action Data: No

Comments \*\*\*LPA COMMENTS\*\*\*LPA HAS REVIEWED THE ABOVE CASE. INFORMATION PROVIDED BY THE DEALERSHIP INDICATED THE CUSTOMER'S INSURANCE COMPANY HAS INVESTIGATED THE MATTER, AND IS CURRENTLY INVOLVED WITH THE CLAIM. ONCE THE INSURANCE COMPANY BECOMES INVOLVED WE GENERALLY REQUIRE THEM TO FILE A SUBROGATION CLAIM AGAINST FMC IS THEY FEEL WE ARE LIABLE. BASED ON THIS INFORMATION, WE WILL NOT PROVIDE ASSISTANCE IN THE MATTER, AND ASK THE CUSTOMER TO CONTINUE WORKING WITH HIS INSURANCE CARRIER.





## All Action Details for Issue

Print

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VIN: 1FTWX31PX5E [REDACTED]      Year: 2005      Model: F-SERIES SUPER DUTY      Case: [REDACTED]  
Name: [REDACTED]      Owner Status: Original      WSD: 2005-02-18  
Symptom Desc: STRG/HANDLING FUNCTION LOSS OF STRG      Primary Phone: [REDACTED]  
Reason Desc: CAC RELATED - F/M CSR FOLLOWING CONTACT      Secondary Phone: [REDACTED]  
Issue Type: 02 INFORMATION      Issue Status: CLOSED

---

Action: CALLBACK ADD ADDITIONAL COMMENTS      Origin Desc: US CONCERN CASE BASE  
Dealer: 03043 RHINEBECK FORD, INC.  
Odometer: 566 MI      Comm Type: PHONE  
Analyst Name: PAYNE KWABENA      Analyst: KPAYNE12  
Action Date: 03/04/2005      Action Time: 12.30.57.611      Action Data: No

Comments CUSTOMER SAID: - 2005 F-350 - THE VEH IS AT -- RHINEBECK FORD, INC. -- ON [REDACTED] THE VEH WAS INVOLVED IN AN ACCIDENT-- THE VEH WAS HIT FROM HE FRONT/ SIDE - THE VEH VEERED TO THE LEFT UNEXPECTEDLY == LOSS OF STEERING ==- HAS NOT FILED A POLICE REPORT- THERE WAS NO PERSONAL INJURY - THERE WAS NO DAMAGE TO ANY PERSONAL PROPERTY - HAS FILED A CLAIM WITH-- FARM FAMILY INSURANCE --- WANTS SOMEONE FROM FORD MOTOR COMPANY TO COME LOOK AT THE VEH- SOMEONE WAS TO GET BACK TO HIM FROM FORD BUT NO ONE HAS CONTACTED HIMDEALER SAID: -NONECRC ADVISED: PLEASE ALLOW THE REQUESTED TIME FOR THE FOLLOW UP TO OCCUR SO THAT YOUR ISSUE MAY BE PROPERLY ADDRESSED.-ADVISED CUST AS TO THE ABOVE

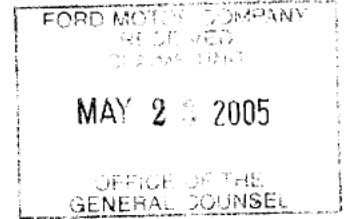
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50 BEAVER STREET  
 ALBANY / NEW YORK 12207-2830  
 T 518.434.2163 / F 518.434.2621

**DANIEL W. COFFEY**  
 PARTNER

DIRECT DIAL 518.429.4280  
 DIRECT FAX 518.427.3478  
 DCOFFEY@HISCOCKBARCLAY.COM

May 16, 2005



**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Ford Motor Company  
 Office of Legal Counsel  
 3 Park Lane Boulevard  
 Park Lane Towers West  
 Suite 1500  
 Dearborn, MI 48126-2566

Re: Insured : [REDACTED]  
 DOL : 3/1/05  
 Farm Family Insurance Co.  
 Claim No. : [REDACTED]  
 Total Subrogated Amount : \$9,568.62 (Plus any deductible)  
 Vehicle VIN : 1FTWX31PX5E [REDACTED]  
 (2005 Ford Pickup F350)

Dear Sir or Madam:

This law firm has been retained by Farm Family Insurance Company with regard to the above-captioned loss.

Farm Family insured a 2005 Ford F350 pickup truck owned [REDACTED] Mr. [REDACTED] complained that he experienced a problem with the steering of this vehicle, whereby it was caused to veer to the left. On or about March 1, 2005, while driving the vehicle, Mr. [REDACTED] was caused to veer to the left, leave the roadway and strike trees. Farm Family paid \$9,568.62 as a result of the accident.

The accident was caused by a failure of the steering gear on the subject vehicle. I understand that F450 and F550 trucks were recalled last month due to the same problem. The subject steering gear has been preserved and is available for your inspection.

We are desirous of resolving this claim without the necessity of litigation. Kindly contact the undersigned within thirty (30) days of the date of this letter to either settle the claim or schedule an appointment for an inspection of the steering gear by a Ford representative.

ALLIB01\118407\1

WWW.HISCOCKBARCLAY.COM

PE13-014 000707LCPV

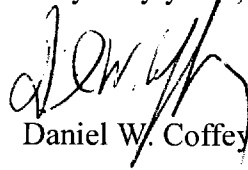


Ford Motor Company  
May 16, 2005  
Page 2

If we do not hear from you within 30 days of the date of this letter, we will have no recourse but to commence litigation in the appropriate court. However, we would appreciate your cooperation in timely responding to this letter so that this matter can be discussed.

Thank you for your attention to this matter.

Very truly yours,



Daniel W. Coffey

DWC:pab



.

1 Kirk H. Hays (016535)  
 2 Jared M. Scarbrough (022011)  
**HOLM WRIGHT HYDE & HAYS PLC**  
 3 10429 S. 51st Street, Suite 285  
 Phoenix, AZ 85044  
 4 (480) 961-0040

ORIGINAL FILED THIS  
 DAY OF MAR 3 2009  
 JEANNE [REDACTED]  
 Clerk Superior Court  
 By Beth Blanton  
 Deputy

5 Attorneys for Plaintiff [REDACTED]

7 **SUPERIOR COURT OF ARIZONA**  
 8 **YAVAPAI COUNTY**

9 [REDACTED] an Arizona Corporation,

No. CV 20090289

10 Plaintiff,

**COMPLAINT**

11 vs.

**Negligence-Strict Product Liability**

12  
 13 FORD MOTOR COMPANY, a Delaware  
 14 Corporation, and JOHN DOES 1-X, ABC  
 15 CORPORATIONS I-X; XYZ  
 16 PARTNERSHIPS, SOLE  
 PROPRIETORSHIPS and/or JOINT  
 17 VENTURES I-X,

(Tort Non-Motor Vehicle)

(Assigned to the Honorable

18 Defendants.

19 Plaintiff [REDACTED] an Arizona

20 corporation (hereinafter "Plaintiff" or "[REDACTED]"), individually, and as subrogee for its

21 insured, OLSEN GRAIN, INC., a sole proprietorship owned by [REDACTED]

22 by and through undersigned counsel for its Complaint against Defendant Ford Motor

23 Company hereby alleges as follows:

24 **JURISDICTION**

25  
 26  
 27 1. Plaintiff [REDACTED]s, and at all times set forth herein, was an insurance  
 28 carrier duly authorized to transact and conduct business in the State of Arizona.

Holm Wright Hyde & Hays PLC  
 10429 South 51st Street, Suite 285  
 Phoenix, Arizona 85044  
 (480) 961-0040





1           8.     Prior to the accident giving rise to this litigation, OLSEN GRAIN, INC.  
2 purchased a new 2006 Ford F-250 Super Duty Pickup, VIN #1FTSWZ1P76E [REDACTED]  
3 (the "Vehicle"), at Sanderson Ford Dealership in Glendale, Arizona.  
4

5           9.     OLSEN GRAIN, INC. regularly maintained the Vehicle according to the  
6 manufacturer's recommendations.  
7

8           10.    On or about March 11, 2007 [REDACTED] was driving the Vehicle  
9 southbound on I-17 at about 65 mph in the posted 75 mph zone at milepost 309.5 when  
10 she felt the trailer that she was towing begin to sway. [REDACTED] slowly let off of the  
11 accelerator and discovered that she was no longer able to control the Vehicle with the  
12 steering wheel. She turned the steering wheel from side to side, but there was no  
13 response from the Vehicle. Suddenly, the Vehicle swerved left causing the trailer to turn  
14 on its side and the Vehicle to roll over. An investigation revealed that the steering gear  
15 assembly failed prior to the accident.  
16  
17

18           11.    At all times relevant to this Complaint, [REDACTED] insured OLSEN GRAIN,  
19 INC. and [REDACTED] against property and other catastrophic losses under policies  
20 numbers 82144102 and 7584662 (the "OLSEN GRAIN [REDACTED] Policies").  
21

22           12.    After the collision, OLSEN GRAIN, INC. submitted a claim to WAIC.  
23

24           13.    WAIC provided benefits to OLSEN GRAIN, INC. pursuant to the terms of  
25 OLSEN GRAIN, INC.'s insurance policies, and [REDACTED] incurred costs and expenses  
26 related to the loss.  
27  
28

1           14.    OLSEN GRAIN, INC. paid a total of \$500.00 (five hundred dollars) in  
2 deductibles pursuant to the terms of the Olsen Grain/ [REDACTED] Policies.

3  
4                                   **FIRST CAUSE OF ACTION**  
5                                   **NEGLIGENCE**

6           15.    Plaintiff hereby incorporates each and every allegation set forth in  
7 Paragraphs 1 through 14 hereof.

8           16.    FORD manufactured the Vehicle at issue in this case and owed a duty to  
9 OLSEN GRAIN, INC., to exercise reasonable care in the design, assembly, and  
10 manufacturing of the Vehicle.

11           17.    FORD breached its duty by negligently and carelessly designing,  
12 assembling, and/or manufacturing the Vehicle at issue in this Complaint.

13           18.    FORD breached its duties and thereby caused the damages alleged in this  
14 Complaint.

15           19.    As a direct and proximate result of FORD'S negligence, OLSEN GRAIN,  
16 INC. suffered personal injuries and damage to the Vehicle, trailer, ATVs, and other  
17 business and personal property.

18           20.    [REDACTED] incurred the monetary damages alleged herein as a result of  
19 providing coverage under the Olsen Grain/Hubbard Policies.

20           21.    [REDACTED] incurred the monetary damages alleged herein as a result of  
21 Defendant FORD's negligence in an amount to be proved at trial.

22  
23  
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27    ///

28    ///





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WHEREFORE, Plaintiff [REDACTED] prays for judgment against Defendants as follows:

- a. For compensatory damages suffered by Plaintiff in an amount to be proven at trial;
- b. For prejudgment interest pursuant to ARS § 44-1201 or as otherwise allowed by law;
- c. For costs incurred herein; and
- d. For such other and further relief as this Court deems just and proper.

DATED this 26<sup>th</sup> day of February, 2009.

HOLM WRIGHT HYDE & HAYS PLC

By Jared M. Scarbrough  
 Kirk H. Hays  
 Jared M. Scarbrough  
 10429 S. 51<sup>st</sup> Street, Suite 285  
 Phoenix, Arizona 85044  
 Attorneys for Plaintiff

ORIGINAL of the foregoing filed this 27<sup>th</sup> day of February 2009, with:

Clerk of the Court  
 Yavapai County Superior Court  
 120 S. Cortez Street  
 Prescott, AZ 86303

Rosalin Nelson  
 185-0811



PE13-014 000716LCPV





800-443-6778  
CHEVROLET

PE13-014 000717LCPV

IONA



PE13-014-000718LCPV



PE13-014 000719LCPV





PE13-014 000720LCPV



PE13-014 000721LCPV



PE13-014 000722LCPV





PE13-014 000723LCPV



PE13-014 000724LCPV



PE13014 000725LCPW





PE13-014 000726LCPV



PE13-014 000727LCPV



PE13-014 000728LCPV





1020

F250

**CHEVRON**

PE13-014 000729LCPV

1020



PE13-014 000730LCPV



PE13-014 000731LCPV





PE13-014 000732LCPV



PE13-014 000733LCPV



PE13-014 [REDACTED]

PE13-014 000734 CPV





ELCPV



PE13-014 000736LCPV



PE13-014 000737LCPV





PE13-014-000738LCPV