PE13-014
FORD
7/10/2013

Appendix E

Peer - Lawsuits and Claim

PART 3 OF 4

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

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 a short generic email and immediately provided yet another summary of problems to him. Nothing ever became of it and nothing was resolved.

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 reasonably wants out of the truck. Ford breached the warranty agreement leaving him no choice.

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 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:

- 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 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 Summary Page 1 of 2

Report#: 8BZBB019 NHL Received: 02/26/2008

CCRG/EPRC: Reviewed Status: Date:

Vehicle: 2007,F250 4X2,CRW CAB,PICKUP ,1FTSW20P27E 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-

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.

Report Summary Page 2 of 2

Requester: BBENNIN1

Report Summary
Server: ECCWS413

Ford Proprietary, Private

18-Jul-2008

Retention: None

## 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		SELLING DEALER	SELL CNT	TIS	WCC CPSC_6	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC (	D DIST
1FTSW20P271	T/F7	F	T/BC	T/BD	T/B	Al	T/BE	T/YB	11- SEP- 2006\	15- MAY- 2007	172205	USA	2	5G02 0401XX	•	3B440	7	\$13	S10	V89	C50 4	2 2146
AWS Claim Key;	701629	Trx Co	de:	2	Labor I	Irs:	.6	Labor	Cost:	62.59	Material C	ost:	0	Total Cost:	62.59		_					
Dir Cd-Sub Cd:	06261-*	Name:	FUTUE	RE FORD			Ph:	+		St: CA-	-Ctry Cd:		USA	Reg Cd;	NA	Repr Da 2007	tex18-11	UN-	Doc #:0690	30C		
Cust Comments:	CHECK	ALIGNN	IENT CU	IST SAYS	IT PULL	S TO	THE RI	GHT C	OING (	5MPH O	N FREEWA	Y									100	
Tech Comments:	PERFOR	MED AL	IGNME	NT AND A	DJUSTE	D FR	ONT TO	DE TES	ST DRO	VER CO	NCERN COF	RECT	ED AT	THIS TIME								
IFTSW20P271	T/F7	F	T/BC	T/BD	T/B	Al	T/BE	T/YB	11- SEP- 2006	15- MAY- 2007	172205	USA	2	6E07 011001	5C3Z	7863388	CA	S08	S08	V03	S03 3	3 2146
AWS Claim Key:	701630	Trx Co	de:	2	Labor I	Ĭrs:	.2	Labor	Cost:	20.86	Material C	ost:	4.49	Total Cost:	25.35							
Dir Cd-Sub Cd:	06261-*	Name:	FUTUE	RE FORD			Ph:	•.•		St; CA	Ctry Cd:		USA	Reg Cd:	NA.	Repr Da 2007	te:18-Jl	JN-	Doc #:0690	30D	Ù.	
Cust Comments:	CHECK	BRACKE	T UNDE	RNEATH	PASS SE	EAT C	UST ST	TATES	ITS BR	OKEN												
Tech Comments:	REPLAC	ED THE	PASSEN	GER SEA	TMOUN	TING	BOLT	CONC	ERN CO	DRRECTI	ED AT THIS	TIME										
IF (SW20P27	T/F7	F	T/BC	T/BD	T/B	Al	T/BE	T/YB	11- SEP- 2006	15- MAY- 2007	172205	USA	7	6P06 010301	•	5420124		S01	S01	V31	B15 4	2 5542
AWS Claim Key:	1503714	Trx Coc	le:	2	Labor H	Irs:	6	Labor	Cost:	69.51	Material C	ost:	0.	Total Cost:	69.51							
Dir Cd-Sub Cd:	00669-*	Name:	MICHA FORD	EL STEAT	D'S HILL	TOP	Ph:	510-22	24444	St: CA	Ctry Cd:		USA	Reg Cd:	NA	Repr Da	te:03-D	EC-	Doc #:1082	9002		
Cust Comments:	CUSTON	ŒR STA	TES R H	FRONT	OOR IS	HARI	TO C	LOSE	OMPA	RED TO	THE OTHER	DOOR	S		-3-							
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		Trx Co						Labor Cost:							-	12		_		
Dlr Cd-Sub Cd;	00669-+	Name:	MICHA FORD	EL STEA	D'S HILL	TOP	Ph:	510-2224444	St: CA	Ctry Cd:	USA	Reg Cd:	NA	Repr Da 2007	ite:03-DE		Doc #:10829	005		
Cust Comments:	CUSTO	MER REC	UESTS	TO PERF	ORM THE	EFIRS	T 7.5K	MILE SERVI	CE AS PE	R FORDS 7.5K QC	M CON	FRACT								
Tech Comments:	1 CHAN	GE OIL T	OP OFF	FLUIDS	ROTATE	TIRE	S PSI 6	FRONT 70 R	EARS BR	AKES AT HMM	RONT A	AND REAR 15 Q	TS 15 40	1	-	_				
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AWS Claim Key:	1989930	Trx Co	de:	2	Labor F	Irs:	2	Labor Cost:	23.17	Material Cost:	27.35	Total Cost:	50.52							
Dlr Cd-Sub Cd:	00669-*	Name:	MICHA	EL STEA	D'S HILL	TOP	Ph:	510-2224444	St: CA	Ctry Cd:	USA	Reg Cd:	NA	Repr Da 2008	ite:15-FEI		Doc #:11[43	501	9 0	
Cust Comments:	CUSTON	AER STA	TES R H	LOWER	SEAT BO	LT C	OVER	KEEPS COMI	NG LOOS	E INSTALL SOP I	08290 12	2 03 07 5545								
Tech Comments:	VERIFE	D LOWE	R SEAT	BOLT CO	OVER IS	LOOS	E REC	REPLACEME	NT INSTA	ALL SOP PARTS					-					
1FTSW20P27E	T/F7	F	T/BC	T/BD	T/B	Δ1	T/BE	11- T/YB SEP- 2006	15- MAY- 2007	172205 USA	10	5G02 040101	5C3Z	3B440	F S	113	S10	V89	H24 (	2 684
AWS Claim Key:	1989928	Trx Co	le:	2	Labor I	Irs:	2,1	Labor Cost:	243.29	Material Cost:	21.48	Total Cost:	264,77							
Dir Cd-Sub Cd:	00669-*	Name:	MICHA FORD	EL STEA	D'S HILL	.TOP	Ph:	510-2224444	St: CA	Ctry Cd:	USA	Reg Cd:	NA	Repr Da 2008	ite:15-FE		Doc #:11143	502		
Cust Comments:	CUSTON	MER STA	TES STE	ERING V	/HEEL IS	OFF	CENTL	ER PLEASE C	IECK AN	D ADVISE									950	
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HTSW20P27EI	T/F7	F Trx Coo	T/BC	T/BD S07	T/B	Al	T/BE	11- 1/YB SEP- 2006	15- MAY- 2007 139 02	172205 USA Material Cost:	10	1H03 030008	5C3Z	9F452		S11	S11 '		E29 •	2 684
	T/F7 1989929 00669-*	F Trx Coo	T/BC  fe:  MICHA FORD	T/BD S07	T/B  Labor H D'S HILL	Al Irs:	T/BE	11- T/YB SEP- 2006 Labor Cost:	15- MAY- 2007 139 02	172205 USA Material Cost:	10	1H03 030008 5 Total Cost:	5C3Z	9F452 Repr Da	AA S	S11	S11 Doc		E29 :	2 684

Any comments?

#### All Action Details for Issue

Print

Case: 1501113347

VIN: 1FTSW20P27E

Name:

Year: 2007

Owner Status: Original

Symptom Desc: INDICATOR CHECK ENGINE Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Issue Type: 07 LEGAL

Issue Status: CLOSED

Model: F-SERIES SUPER DUTY

WSD: 2007-05-15

Secondary Pho

Primary Phone:

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND

Dealer: 00669 MICHAEL STEAD'S HILLTOP FORD

Odometer: 6849 MI Analyst Name: PICKET SYLVIA Comm Type: INBOUND FAX-OTHER

Analyst: SPICKET5

Action Date: 07/17/2008

Action Time: 10.04.53.022

Action Data: Yes

Origin Desc: OGC - CLAIMS - FD

CLIENT CONCERN ASENGINE 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 JON JACOBS

ATTORNEY NAME 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: BBENNIN1

Analyst Name: BENNING, BRENDA 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

Odometer: 6849 MI

Analyst Name: BANCIU (JBANCIU), JODY

Action Date: 09/15/2008

Comm Type: OTHER

Analyst: JBANCIU

Action Time: 11.05.23.928

Origin Desc: OGC - CLAIMS

Action Data: No

Comments MANAGEMENT APPROVAL OF CASH SETTLEMENT OFFER.

Action: OFFER - CASH SETTLEMENT

Dealer: 00669 MICHAEL STEAD'S HILLTOP FORD

Odometer: 6849 MI

Comm Type: OTHER

Analyst Name: CHABOT, ANDREW

Analyst: ACHABOT

Origin Desc: OGC - CLAIMS

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

Odometer: 6849 MI Analyst Name: CHABOT, ANDREW Comm Type: OTHER Analyst: ACHABOT

Origin Desc: OGC - CLAIMS

Action Date: 09/17/2008 Action Time: 15.02.50.506 Action Data: No

Comments CUSTOMER REJECTS OFFER.

Ford Confidential

PE13-014 000503LCPV

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	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	ccc
IFTSW20P27E	F7	T/F7	F	T/BC	T/BD	T/B	Al	T/BE	T/YB	11-09- 06	15-05-07	172205	USA	2	5G02	•	3B440		\$13	S10	V89	C50
AWS Claim Key:	701629	Doc#:	06903	0C	Trx Cod	e:	2	Labor H	lrs:	.6	Labor C	ost:	62.59	Mai	terial C	ost:	0	Total	Cost:	62.59		
Dir Cd-Sub Cd:	06261-*	Name:	FUTU	RE FORI	)		Ph:	••		St: CA	Ctry Cd:	USA	Reg Cd	l;	NA	Repr	Date: 18-Л	JN-200	07	DIST(N	Aile):21	46
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IFTSW20P27E	≎7	T/F7	F	T/BC	T/BD	T/B	AI	T/BE	T/YB	11-09- 06	15-05-07	172205	USA	2	6E07	5C3Z	7863388	CA	S08	S08	V03	S03
AWS Claim Key:	701630	Doc#:	06903	0D	Trx Cod	e:	2	Labor H	irs:	.2	Labor C	ost:	20.86	Ma	terial (	ost:	4.49	Total	Cost:	25.35		
Olr Cd-Sub Cd:	06261-*	Name:	FUTU	RE FORI	0		Ph:	*.*		St: CA	Ctry Cd:	USA	Reg Co	1:	NA	Repr	Date: 18-J	UN-200	07	DIST(	viile):2	146
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Cust Comments: Fech Comments:			FB (2000)			BOOTS TO S				ED AT T	HIS TIME	3 7 172205	USA	7	6P06		5420124	•	501	S01	V31	B15
Cust Comments: Fech Comments:	REPLAC	ED THE	FB (2000)	T/BC	EAT MOU	NTING B	OLT CON	CERN CO	T/YB	-and-	HIS TIME	172205	USA 69.51	7 Ma	6P06	cost:	5420124 0		S01 Cost:	S01 69 51	V31	B15
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Cust Comments: Tech Comments:  1FTSW20P27I  AWS Claim Key: Dir Cd-Sub Cd: Cust Comments: Tech Comments:	F7 1503714 00669-* CUSTON	T/F7 Doc#: Name:	F 10829 MICH FORD	T/BC 002 IAEL STE	T/BD Trx Cod EAD'S HIL	T/B e: LTOP S HARD	AI 2 Ph:	T/BE Labor E	T/YB Irs:	11-09- 06 6 St: CA	HIS TIME 15-05-07 Labor C Ctry Cd:	7 172205 Cost: USA	69.51		terial C		0	Total	Cost:	69.51		
Cust Comments: Tech Comments:  IFTSW20P27I  AWS Claim Key: Dir Cd-Sub Cd: Cust Comments: Tech Comments:	F7 1503714 00669-* CUSTON	T/F7 Doc#: Name:	F 10829 MICH FORD	T/BC 002 IAEL STE	T/BD Trx Cod EAD'S HIL	T/B e: LTOP S HARD	AI 2 Ph:	T/BE Labor E	T/YB Irs:	11-09- 06 6 St: CA	HIS TIME 15-05-07 Labor C Ctry Cd: HER DOC	7 172205 Cost: USA	69.51		terial C	Repr	0	Total	Cost:	69.51		542
Cust Comments: Fech Comments:  IFTSW20P27I  AWS Claim Key: Dir Cd-Sub Cd: Cust Comments: Fech Comments:	F7 1503714 00669-* CUSTON ADJUSTI	T/F7 Doc#: Name: MER STA	F 10829 MICH FORD TES R R UNT	T/BC T/BC	T/BD  Trx Cod  EAD'S HIL  T DOOR II  ER FIT WA	T/B  T/B  T/B	AI 2 Ph: FO CLOSE	T/BE Labor E 510-222-	T/YB Irs: 4444 RED TO	11-09- 06 6 St: CA THE OT	HIS TIME 15-05-07 Labor C Ctry Cd: HER DOC	7 172205 Cost: USA DRS	69.51 Reg Co	<b>1:</b> 7	NA	Repr	0 Date:03-E	Total	Cost:	69.51 DIST(N	Mile):55	542
Cust Comments: Fech Comments:  IFTSW20P27I  AWS Claim Key: Dir Cd-Sub Cd: Cust Comments:	F7 1503714 00669.* CUSTOM ADJUSTI	T/F7 Doc#: Name: MER STA	F 10829 MICH FORD TES R IR UNT	T/BC 002 IAEL STE H FRON IL PROPI T/BC 005 IAEL STE	T/BD Trx Cod EAD'S HIL T DOOR 1: ER FIT W.	T/B e: LTOP S HARD T/B e:	A1 2 Ph: FO CLOSE	T/BE Labor H 510-222-E COMPAI	T/YB Irs: 4444 T/YB T/YB Irs:	11-09- 06 6 St: CA THE OT	HIS TIME 15-05-07 Labor C Ctry Cd: HER DOC	7 172205 Cost: USA DRS	69.51 Reg Co	d: 7 Ma	NA 6Y05	Repr	0 Date:03-E MAINT	Total	Cost: 07 SXX I Cost:	69 51 DIST(	Mile):55	542 A96

Any comments? You can contact

webmaster

#### All Action Details for Issue

Print

VIN: 1FTSW20P278

Year: 2007

Model: F-SERIES SUPER DUTY Case: 1501113347

Name: Symptom Desc: STRG/HANDLING PULL/DRIFT LEFT AND RIGHT

Owner Status: Original

WSD: 2007-05-15 **Primary Phone** Secondary Pho

Reason Desc: DEALERSHIP - NEGATIVE FEEDBACK 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

Comm Type: INBOUND CUSTOMER EMAIL Odometer: 6500 MI

Analyst Name: BELEN NELSON Analyst: NBELEN

Action Data: No Action Date: 02/19/2008 Action Time: 16.58.23.111

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 DLRSDEALER SAID: -THEY CHECKED THE ALIGNMENT AND IT IS IN SPECIFICATION-WANDERING AND DRIFTING IS TO BE EXPECTEDMICHAEL STEAD'S HILLTOP LINCOLN MERCURY3280 AUTO PLAZA RICHMOND, CA 94806TEL:(510) 222-4444CRC 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 Analyst Name: MILLER (CMILL248), CHRISTOPHER

Action Date: 02/20/2008

Comm Type: PHONE Analyst: CMILL248

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

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Dealer: 00669 MICHAEL STEAD'S HILLTOP FORD

Comm Type: PHONE

Odometer: 6500 MI Analyst Name: MILLER (CMILL248), CHRISTOPHER

Analyst: CMILL248

Action Time:

Action Date: 02/20/2008 17.33.41.493 Action Data: No

Comments CCS CHRIS MILLER X7062 -- OBC TO CUST @ 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. REITTERATED 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 Analyst Name: MILLER (CMILL248), CHRISTOPHER

Comm Type: PHONE

Analyst: CMILL248

Action Time: Action Date: 02/27/2008 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

Origin Desc: CUSTOMER CARE SOLUTIONS Dealer: 00669 MICHAEL STEAD'S HILLTOP FORD

TEAM

Odometer: 6500 MI Analyst Name: MILLER (CMILL248), CHRISTOPHER Comm Type: PHONE

Action Date: 02/27/2008

Analyst: CMILL248

Action Time: Action Data: No 17.44.28.515

Comments CCS CHRIS MILLER X7062 -- OBC TO CUST @

EFT V/M REQUESTING CALL BACK.

PROVIDED CONTACT INFO. SET F/U FOR 2/28/08 BY 5PM PST.

Action: CONCERN ADDRESSED

Origin Desc: CUSTOMER CARE SOLUTIONS Dealer: 00669 MICHAEL STEAD'S HILLTOP FORD

TEAM

Odometer: 6500 MI Analyst Name: MILLER (CMILL248), CHRISTOPHER

Comm Type: PHONE Analyst: CMILL248

Action Date: 02/28/2008

Action Time:

15.30.15.633

Action Data: No

Comments CCS CHRIS MILLER X7062 -- OBC TO CUST 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.

Action: SUPERVISOR REFERRAL FOLLOW-UP Dealer: 00669 MICHAEL STEAD'S HILLTOP FORD

Origin Desc: MANUAL - PHONE CSR

Odometer: 7600 MI Analyst Name: ARNOLDI (RARNOL27),RANDAL Comm Type: PHONE Analyst: RARNOL27

Action Date: 03/14/2008

Action Time: 14.01.59.780 Action Data: No

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 ==LEFT MESSAGE FOR CUST THAT I WOULD TRY CALLING BACK BY COB 03/17/2008

Action: SUPERVISOR REFERRAL FOLLOW-UP

Origin Desc: MANUAL - PHONE CSR

Dealer: 00669 MICHAEL STEAD'S HILLTOP FORD Odometer: 7600 MI

Comm Type: PHONE Analyst: RARNOL27

Analyst Name: ARNOLDI (RARNOL27), RANDAL Action Date: 03/17/2008

Action Time: 14.12.27.771 Action Data: No

Comments CRC ADVISED: (NOTE TO CSR - THIS MAC IS TO BE USED BY SUPERVISORS ONLY.)==LCSR RANDY X7133==SECOND ATTEMPT TO CONTACT CUST AT ==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 DLRSHP 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

Year: 2007

Model: F-SERIES SUPER DUTY

Case: 1501113347

Name: Symptom Desc: Owner Status: Original

WSD: 2007-05-15 Primary Phone:

Secondary Phon

Reason Desc: CRC RELATED - SUPERVISOR REQUEST

SUBMITTED

Issue Type: 01 INQUIRY

Issue Status: OPEN

Origin Desc: MANUAL - PHONE CSR

Action: ROUTE TO TEAM LEADER

Dealer: 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/L/M DLR HAS ADVISED THAT THESE SYMPTOMS ARE OF NORMAL OPERATING CHARACTERISTICS--CUST IS NOT HAPPY WITH RESOLUTION PROVIDED TO HIM BY LOCAL FILIM 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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SUTATS Bey repag DURATION 161

PAGES 6





BAR# ARD185180 EPA# CAD981416290

сиятомея NO. 26390	JASON HAYE	s 653	2421	12/03/07	FOCS10829
	LABOR PATE	M	5,542	STLVER/GRAY	STOCK NO.
200	OZ/FORD TR	UCK/S-DTY F-250			DELIVERY MILES
7	VEHICLE TO NO	20P27E	THE CHEN C	LING DEALER NO	709711706
	F.T. E. NO.	PONO	7	*12703/07	03/11/00
	CENTER/TUNIOA/TOSH			12/03/07	140 554
JUB# 1 CHARGES		ir i			MO: 554
CUSTOMER STATES P/A PART  PARTS QTY - FP NUMBER - 0 5C3Z -786 PART ON SPECIAL ORDE: ** QUAN 0 6C3Z -251 PART ON SPECIAL ORDE: ** QUAN  JOB# 1 TOTALS  JOB# 2 CHARGES  ABOR  LUSTOMER STATES THE OTHER DOORS	TITY I IS SPECIAL ORDERED ** 2208-AAA PLATE DOOR S TITY I IS SPECIAL ORDERED **  JOBN 1 JOURNAL PREFIX  RUSTHENTS: R/M FRONT DOOR IS HARD TO CLOSE CO	OMING LOOSEUNIT PRICE TUTAL - PARTS FOCS JOB# 1 TOTAL	HARRANTY WARRANTY 0.00		
	**************************************				
108# 3 CHARGES	JOB# 2 JOURNAL PREFIX	FOCS JOB# 2 TOTAL	0.00		
CUSTOMER STATES P/A PART E	TRIM PANELS CHANNELS TERRINGS R/H FRONT SCUFF PLATE KEEPS COMING	CLOOSE	BUT WARRANTY		
OO# 3 MINES	JOB# 3 JOURNAL PREFIX		0.00		
OB# 4 CHARGES	JUDIE 3 SUMMING PROFITA	roca Judit 3 IUIAL	0.00		
DRIVING. DID NOT VERIFY C RAN OASIS SAID T TRUCK HAS AND TO CORRECT ALL WHER	CENCERN VEHICLE WANDERS ALL OVER THE ROAD ONCERN NO TEST DRIVE WITH CUSTOMER O CHECK FOR STEERING DAMAPNER WHICH MAKE SURE ALL TIRE PRESSURES WHER E LOW PER DOOR JAM SET FRONT AT 60 TEST DROVE ON FREEWAY SEEMED TO TR	H ME MPSI	A. S. A. MARTINA		
PAGE 1 OF 3	CUSTOMER COPY	(CONTINUED ON NEXT PA	GE] 02:10pm		

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BAR# ARD 185180 EPA# CAD981416290

26390		JASON HAY	ES	653	2421	"12/03/07	F05510829
- Ve		LABOR RATE		MILEAC	5,542	STLVER/GRAY	570CK NO. "
10		107/FORD	RUCK/S-DTY	F-250/P	K CREW CA	05/15/07	DELIVERY MILES
		VEHICLE TO NO. S	W 2 0 P 2	7 E		SELLING DEALER NO	09711706
		F.T. E. NO.		(P.O.		12703/07	25 12 4 25
		PANETY TOHOA/TO	NEWET	4	-	12/05/07	WO: FEA
OB# 4 TOTALS		E# BF/IUMA/II					MO: 554
IOB# 5 CHARGES		4 JOURNAL PREFI	X FOCS JOB#	4 TOTAL	0.00		
PER FORDS 7.5K O	CM CONTRACT. DEF FLUIDS ROTAT	E FIRST 7.5K MILL TE TIRES PSI 60 F REAR 15 QTS 15-4	E SERVICE AS	(2011年)	1.5 WERMATY		
ARTSQTYFP-NUMBER 1 FL-2016 3 X0-15M40-			TOTAL	- PARTS	WARRANTY WARRANTY 0.00		
08# 5 TOTALS							
OB# 6 CHARGES	J08#	5 JOURNAL PREFI	FOCS JOB#	5 TOTAL	0.00		
FOUND NO FAULTS CONCERN. INSPECT THE INTAKE AND E ECONOMY. FORD DO VEHICLE, NEED TO	RAN DASIS FOUND TON FOUND VEHIC XHAUST. THIS WI WES NOT AUTHERIZ	CONOMY. TESTED EE( ) NO SSM'S OR TSB ILE IS MODIFIED A' ILL HAVE A AFFECT E REPAIRS DUE TO TO STOCK TO ACH!	S FOR F BOTH ON FUEL MODIFIED				
FUEL ECONOMY.							
290 - 100/01/01/01/01/01/01					200		
OB# 7 CHARGES	J08#	6 JOURNAL PREFIX	FOCS JOBA	6 TOTAL	0.00		
ABOR - ODFOZGRATT - ODSO BAT YOUR BATTERY WAS	TERY TESTED AND IS	OOD.	<b>39988</b> 49 (2016)	PARTHER!	SAN THEIRING		
08# 7 TOTALS	***********						
OB# 8 CHARGES	J08#	7 JOURNAL PREFIX	FOCS JOS#	7 TOTAL	0.00		
	AR - andrew		<b>1507 2000</b> 127 250 ACT	S. Marie Marie	5JANE		
ABOR B 00FOZGTIRE LIGHT-WE YOUR TIRES WERE	CHECKED AND ARE	OK					
ABOR. ₱ B OOFOZGTIRE LIGHT-WE YOUR TIRES WERE ÖK	CHECKED AND ARE	OK .					

TIME RECEIVED 161 6 REMOTE CSID DURATION PAGES STATUS RECEPTVED 6 RECEPTVED 161 6 RECEPTVED

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BAR# ARD185180 EPA# CAD981416290

26390	JASON HAYE	s 653 YAG	2421	12/03/07	FOCS108290
	LABOR PATE	EAG		STLVER/GRAY	STOCK NO.
y + 1	YEAR/MARE/MODEL 07/FORD TR	LUCK/S-DTY F-250/PI			DELIVERY MILES
	TETS W	20P27E		BELLING DEALER NO.	789711706
	F.T. E. NO	P.O. No.		12/03/07	
	COMMENTS EF GF710HOA/TQS	MFT			MO: 5545
JOB# 8 TOTALS					
JOB# 9 CHARGES.  LABOR.  J# 9 99F0ZOC TECHNICIAN TO QUALI					
REPAIRS					
J08# 9 TOTALS			8.62		
JOB# 10 CHARGES	JUBIF 9 JOURNAL PREFIX	FOCS JOB# 9 TOTAL	0.00		
LABOR- J#10+99FOZSOP SOP: MART - Added Operation (2JASON # 12/0 PLEASE MOTE: WE'VE VEHICLE.	3/2007 16:33) ORDERED A SPECIAL ORDER PART F	DEMORPHE TO THE THE PARTY OF YOUR	#4 THE TOTAL		
JOB# 10 TOTALS	***************	******			
	JOB# 10 JOURNAL PREFIX	FOCS JOB# 10 TOTAL	0.00		
TOTALS					
Did your service advisor listen	to our service department.  and friendly manner?  NO ( ) and understand your needs?	TOTAL LABOR TOTAL PARTS TOTAL SUBLET TOTAL G.O.G TOTAL MISC CHG. TOTAL MISC OISC TOTAL TAX.	0.00 0.00 0.00 0.00 0.00 0.00		
Were all repairs and applicable YES ( ) Was your vehicle ready when pro	NO ( ) charges explained to you? NO ( ) nised? NO ( )	TOTAL INVOICE \$	0.00		
YES ( )  CUSTOMER SIGNATURE	WO ( )	_			
	OUPLICATE INVOIC	E ************	******		
PAGE 3 OF 3	CUSTOMER COPY	[ END OF INVOICE ]	02:10pm		

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BAR# ARD185180 EPA# CAD981416290

сыятомея но: 26390		JASON HAYE	S	653 TA	3732	"02/26/08	"Focs 11143
	****	LABOR RATE		MILEA	6,847	STLVER/GRAY	STOCK NO
		07/FORD TI	RUCK/S-DTY	F-250/F	K CREW CA	05/15/07	DELIVERY MILES
,		VEHICLE LONG S W				SELLING DEALER NO.	109711706
		FT.E.NO.	20,2	PONO		°627°15/08	REPRINT#
		CENTENTIONON/TOS	HFT	the second		42/43/	MO: 685
JUB# 1 CHARGES	turnies, como						140. 003
LABOR.  J# 1 60F0Z01  CUSTOMER ST, INSTALL SOP VERIFEID LOI INSTALL SOP	108290 12/03/07 5545 ER SEAT BOLT COVER I			ACCEPTAGES.	eres <b>undranty</b>		
PARTSQTYFP-NUMBI 1 5632 1 6632		RIPTIONR E - DOOR S	TOTAL	PARTS	WARRANTY WARRANTY 0.00		
JOB# 1 TOTALS		**********					
JOB# 2 CHARGES	308#	1 JOURNAL PREFIX	FOCS JOB#	1 TOTAL	0.00		
WITH WIN TO RAN OASIS NO UPDATES VERIFIED CON INSTALLED CA	TES STEERING WHEEL I ER ON DRIVER SIDE SO SET AT 0.06 0.06 PROBLEMS VERIFIED C CERN SET UP ALIGNMEN MBER CASTER SLEEVES NOR CORRECT RESET TO	NOW ITS EVEN RES	SET TOE				
PARTSQTYFP-NUMBE 2 5C3Z-			TOTAL	T PRICE-	WARRANTY 0.00		
008# 2 TOTALS							
008# 3 CHARGES	JOB# 2	2 JOURNAL PREFIX	FOCS JOB#	2 TOTAL	0.00		
9F452 55 EEC TEST REC	REMOTINE LEGIT THE LIGHT THE LIGHT THE LIGHT CODE PO401 - PE P1000, KOEC P0401.	IT ON REDOMED TSR 0721		公司 经金融 医			
HIL ON, KUEU	DECCT.	IPTION	UNI	T PRICE -	WARRANTY		
ARTS QTY FP - NUMBE 1 5C3Z -	9F452-AA VALVE	Mat - Mu	TOTAL	PARTS	0.00		
			TOTAL	PARTS	0.00		
ARTSQTYFP-NUMBE 1 5C3Z-		JOURNAL PREFIX	TOTAL	PARIS	0.00		

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**SUTATS** 

6 PAGES DURATION 161





BAR# ARD185180 EPA# CAD981416290

сиетомея по. 26390		TASON HAYES	65	3 YAG NO. 3732	"02/26/08	F865111435
		LABOR RATE		6,847	STLVER/GRAY	STOCK NO.
		TOP /FORD TRUCK	S-DTY F-25	O/PK CREW CA	05/15/07	DELIVERY MILES
7		VEHICLE LONG S W 2			LLING DEALER NO.	109911706
		F. T. E. NO.	PONO		~ <del>02</del> 715/08	REPRINT# 1
		THE SETTIONOA/TOSHET				MQ: 6857
JUB# 4 CHARGES	Secretariana.			*******		777
JOB# 5 TOTALS  JOB# 6 CHARGES  ABOR	JOB# 4 MEAR: E CHECKED AND ARE OK  JOB# 5	JOURNAL PREFIX FOC	5 JOB# 4 TOTA	L 0.00		
OB# 6 TOTALS	**************		******			
OB# 7 CHARGES	J08# 6 J	OURNAL PREFIX FOCS	JOB# 6 TOTAL	0.00		
ABOR						
OB# 7 TOTALS	************					
	J09∯ 7 J	OURNAL PREFIX FOCS	JOB# 7 TOTAL	0.00		
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\*\* INBONND NOTIFICATION : FAX RECEIVED SUCCESSFULLY \*\*

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EPA# CAD981416290 BAR# ARD185180

сизтомен но. 26390	JASON HAYES	653 TAG	3732	82/26/08	FOCS 11143
	LABOR PAYE	MILEAG		SILVER/GRAY	BTOCK NO
	VEAR MAKE MODEL 07/FORD TRI	JCK/S-DTY F-250/P	and the second second		DELIVERY MILES
	VENCLE TO NO.	20 P 2 7 E		SELLING DEALER NO.	"89711766
	F.T.E.NO.	PONO		°027515/08	REPRINT#
	COMMENTS OHOA/TOSH	FT.			MO: 685
******WE WANT YOU TO BE COMPLET Please tell us about your visit Were you treated in a courteou YES ( ) Did your service advisor liste YES ( ) Were your needs identified and YES ( ) Were all repairs and applicable YES ( ) Was your vehicle ready when prefer ( ) Would you recommend our service YES ( )	t to our service department.  s and friendly manner?  NO ( )  n and understand your needs?  NO ( )  all requested work done?  NO ( )  e charges explained to you?  NO ( )  NO ( )	TOTAL LABOR TOTAL PARTS TOTAL SUBLET TOTAL G.O.G TOTAL MISC CHG. TUTAL MISC DISC TOTAL TAX  TOTAL INVOICE \$	0.00 0.00 0.00 0.00 0.00 0.00		
CUSTOMER SIGNATURE	DUPLICATE INVOIC	E 有意为水水的商业的自由的存储有水	*****		
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DURATION PAGES

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## OFFICE OF THE **ATTORNEY GENERAL**

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

 ····	<del></del>
FOR OFFICE U	ISE ONLY
	Indicate Date:
Filed (DCS)	9-20-06
DCS Case#	
Rejected	<b>'</b>
Withdrawn	
Referred to AG	09/28/2006
Approved	09/29/2006
AG Case#	2006-0663/Spa

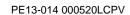
I DO	NOT	WISH	TO	RECEIVE	SOLICITATION	MATERIALS	FROM A	TTORNEYS

	I CON	SUMER INFORMATION	
		O THE THE OTHER PROPERTY.	
1.	<u>Purchaser</u> /l		
2.	Street Addr		
,	City: Lalm Harbor	State: Fl	Zip Code: _
	Mailing Address (if different):	·	
	City:		Zip Code:
3.	Home Pho	Best Time to Cal	E Any
	Work Pho		
	Cell Phon	For Whom?	
	Fax: ( )		
At	orney Information (complete only if yo	u are represented by an attor	RECEIVED
	Name:		SEP 2 0 2006
	Mailing Address:		DIVISION OF CONSUMER SERVICES LEMON LAW
	City:		Zip Code:
	Telephone: ( )		E-Mail:
	II. SELLING DEALER, FI	NANCING, AND LEASING	INFORMATION
4.	Dealer Name: Kacl Flamm	er Food The	
	Address: 41975 U.S. #	, <b>,</b> ,	
	City: Tarpon Springs	•	Zip Code: 34689

II. SELLING DEALER, FINANCING, AND LEASING INFORM	IATION (contin	ued)		
Lessor, bank, or lending institution to which loan or lease payments are made				
Name: Wachovia Bank N.A.  Address: Po. Box 530554				
City: Atlanta State: GA		353- 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, e	etc.)			
9. Make: Ford Model: F-350 S D (Mustang, Accord, etc.)	Year:	005		
10. Vehicle Identification Number (VIN):   F T V V 3 3 P 8  (This is a 17-character identifier us numerals that is listed on you				
11. If a conversion vehicle, give the name of the company that performed the	e conversion, if kr	nown:		
(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):	Purchas	sed	Leased	
In Florida?	Yes	_	No	
As (check one): New	Demon	strator	Used	
14. If leased, for a term of one year or more?	Yes		No	
15. Do you still own or possess the vehicle?	Yes_ <i>V</i>	<u></u>	No	
16. If purchased used, was the vehicle transferred to you by the original owner within 24 months after the date of original deliver	Yes		No	
a. If yes, complete the following:				
Original owner's name:	· <del>-</del> · · <del>-</del> · · · · · · · · · · · · · · · · · · ·			
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	3/20-06		
2. Locse Starring	1/25-06	6/26.06	8/8-06	
3. Oil Transmission leak	1/25-06	3/20-0G	ab3.06	
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:  a. (Answer only if applicable.) Did you notify the	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 receipt indicating when the manufacturer and/or conversion company received		•
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)? S- \( \) (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 dag	C.
<ul> <li>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?</li> </ul>	Yes	No
If yes, date(s) the manufacturer and/or conversion company received notifica	ition:	
Manufacturer: 7.1.37.3006 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 V



Jennifer Basola, Esq. – State Bar # 231538 Krohn & Moss, Ltd. 5055 Wilshire Blvd., Suite 300 Los Angeles, CA 90036	JAN 0 9 2008  KIM TURNER, Court Executive Officer MARIN COUNTY SUPERIOR COURT
Telephone (323) 988-2400  Attorneys for Plaintiff, JOSEPH KANE	By: C. Larson, Deputy
SUPERIOR COURT OF THE STA COUNTY OF M UNLIMITED JURIS	ARIN
)	SE NO.: CV080105
The state of the s	limited - Civil)
Defendant.	
COMPLAIN	T
NOW COMES the Plaintiff, JOSEPH KANE, E	by and through Plaintiff's attorneys,
KROHN & MOSS, LTD., and for Plaintiff's Complain	
COMPANY, alleges and affirmatively states as follows	s:
PARTIES	
Plaintiff, JOSEPH KANE ("Plaintiff"),	is an individual who purchased subject
vehicle in the State of California.	
Manufacturer, FORD MOTOR COMPA	ANY ("Manufacturer"), is a corporation
authorized to do business in the State of California and	is engaged in the manufacture, sale, and
distribution of motor vehicles and related equipment an	nd services. Manufacturer is also in the
Page 1	

COMPLAINT

1

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

#### BACKGROUND

On or about September 2, 2006, Plaintiff purchased from Seller a 2005 Ford F 350 ("F-350"), manufactured by Manufacturer, Vehicle Identification No.

1FTWW31P76EB21366, for valuable consideration (Plaintiff's purchase contract is attached as

1FTWW31P76EB21366, for valuable consideration (Plaintiff's purchase contract is attached as Exhibit "A").

- The price of the F-350, <u>including</u> sales tax, registration charges, document fees and other collateral charges, such as bank and finance charges, totaled more than \$53,997.37.
- In consideration for the purchase of the F-350, Manufacturer issued and supplied
  to Plaintiff several written warranties, as well as other standard warranties fully outlined in the
  Manufacturer's Warranty Booklet.
- On or about September 2, 2006, Plaintiff took possession of the F-350 and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the F-350.
- The defects listed below violate the express written warranties issued to Plaintiff
   by Manufacturer, as well as the implied warranty of merchantability.
  - Defective steering as evidenced by an excessive play in the steering, fluid leaking from front of the vehicle, and the steering wheel locking, the internal knock sound, and the looseness;
  - Defective steering and electrical as evidenced by an illumination of airbag light, inoperable horn, and inoperable cruise;
  - c) Defective steering and suspension as evidenced by shaking of the front end badly, 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;

Page 2

- e) Defective transmission as evidenced by lack of power going uphill and poor fuel economy;
- f) Defective engine as evidenced by the lack of power and poor fuel mileage;
- g) Defective brakes as evidenced by the squeak from the right front and locking up; and
- h) Any additional complaints made by our client, whether or not they are contained in your company's records or on any repair orders.
- Plaintiff brought the F-350 to seller and/or other authorized service dealers of
   Manufacturer for various defects, including, but not limited to the following:
- Plaintiff provided Manufacturer through Seller and/or other authorized dealers of Manufacturer sufficient opportunities to repair the F-350.
- Manufacturer, through its authorized dealers was unable and/or failed to repair the
   F-350 within a reasonable number of attempts.
- Plaintiff justifiably lost confidence in the F-350's reliability and said defects have substantially impaired the value of the F-350 to Plaintiff.
- Said defects could have not been discovered by Plaintiff prior to Plaintiff's acceptance of the F-350.
- As a result of said defects, Plaintiff revoked acceptance of the F-350 in writing on September 27, 2007 (A copy of said letter is attached hereto and marked as Exhibit "B").
- 14. At the time of revocation, the F-350 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.
- 15. Manufacturer refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies Plaintiff is entitled upon revocation.
- 16. The F-350 remains in a defective and unmerchantible condition, and continues to 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.

Page 3

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

# COUNT I BREACH OF WRITTEN WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT MANUFACTURER

- Plaintiff realleges and incorporates by reference as fully set forth herein,
   paragraphs 1-18 of this Complaint.
- 20. Plaintiff is a purchaser of a consumer product who received the F-350 during the duration of a written warranty period applicable to the F-350 and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.
- Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.
- Seller is an authorized dealership/agent of Manufacturer designed to perform repairs on vehicles under Manufacturer's automobile warranties.
- 23. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section, 2301 et. Seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the F-350 was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).
- 24. Plaintiff's purchase of the F-350 was accompanied by written factory warranties for any non-conformities or defects in materials or workmanship, comprising an undertaking in writing in connection with the purchase of the F-350 to repair the F-350 or take other remedial action free of charge to Plaintiff with respect to the F-350 in the event that the F-350 failed to meet the specifications set forth in said undertaking.

- 25. Said warranties were the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the F-350 to Plaintiff.
- Said purchase of Plaintiff's F-350 was induced by, and Plaintiff relied upon, these written warranties.
- Plaintiff has met all of Plaintiff's obligations and preconditions as provided in the written warranties.
- 28. As a direct and proximate result of Manufacturer's failure to comply with its express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. § 2310(d), Plaintiff is entitled to bring suit for such damages and other equitable relief.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

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

# COUNT II BREACH OF IMPLIED WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT MANUFACTURER

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

Page 5

COMPLAINT

25

- 31. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.
- 32. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of purchase to perform services relating to the maintenance or repair of a motor vehicle.
- 33. Pursuant to 15 U.S.C. § 2308, Plaintiff's F-350 was impliedly warranted to be substantially free of defects and non-conformities in both material and workmanship, and thereby fit for the ordinary purpose for which the F-350 was intended.
- 34. The F-350 was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.
- 35. The above described defects in the F-350 render the F-350 unfit for the ordinary and essential purpose for which the F-350 was intended.
- 36. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

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

## COUNT III SONG –BEVERLY CONSUMER WARRANTY ACT

- Plaintiff realleges and incorporates by reference as though fully set forth herein,
   paragraphs 1-18 of this Complaint.
- 38. 1Manufacturer, through Seller and/or other authorized dealerships, have been unable to repair said defects in a reasonable number of attempts.
- 39. Pursuant to Cal Civ. Code. § 1793.22(b)(2), Plaintiff has presented the F-350 to Seller and/or other authorized service dealers of Manufacturer within the term of protection and have tendered the subject vehicle four (4) or more times for the same defects and/or non-conformities within eighteen-thousand (18,000) miles and/or eighteen (18) months for the above-mentioned defects that substantially affect the use, value and safety of the F-350.
- 40. Pursuant to Cal Civ. Code. § 1793.2, Plaintiff is entitled to a refund of the full purchase price of the vehicle, including all collateral charges and finance charges, and/or a replacement vehicle, plus all attorney fees and costs.
- 41. Manufacturer has willfully violated the provisions of this act by knowing of its obligations to refund or replace Plaintiff's vehicle, but failing to fulfill them.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

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

Page 7

25

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

# COUNT IV SONG -BEVERLY CONSUMER WARRANTY ACT

- 42. Plaintiff realleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.
- 43. The F-350 purchased by Plaintiff was subject to an implied warranty of merchantability as defined in Cal. Civ. Code §1790 running from the Manufacturer to the intended consumer, Plaintiff herein.
- 44. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.
- Manufacturer is prohibited from disclaiming or modifying any implied warranty under Cal. Civ. Code §1790.
- Pursuant to Cal. Civ. Code §1790, Plaintiff's F-350 was impliedly warranted to be fit for the ordinary use for which the F-350 was intended.
- 47. The F-350 was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.
- 48. The above described defects in the F-350 caused it to fail to possess even the most basic degree of fitness for ordinary use.
- 49. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

#### All Action Details for Issue

Print

VIN: 1FTWW31P768

Year: 2006

Model: F-SERIES SUPER DUTY Case: 1640112337

Name:

Owner Status: Original

WSD: 2006-09-02

Symptom Desc: SUSPENSION RIDE QUALITY

**Primary Phone:** 

Reason Desc: DRP-VEHICLE REPURCHASE REQUEST

Secondary Pho 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 Action Date: 11/01/2007

Analyst: J-GRESS1 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: D-PATT25

Analyst Name: PATTERSON, DONNA 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

Analyst Name: GOFF (DGOFF9), DONNA

Comm Type: OTHER 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 SUMITTED TO THIS ATTORNEY CASE- NO WARRANTABLE CONCERNS DUE TO AFTERMARKET LIFT/ TIRES/EXHAUST

Action: DOCUMENT ADDITIONAL INFORMATION

Dealer: 07715 NOVATO FORD LINCOLN MERCURY

Odometer: 27060 MI

Comm Type: MAIL

Analyst Name: GRESS, JEFF Action Date: 11/19/2007

Analyst: J-GRESS1

Action Time: 21.00.40.532

Origin Desc: BETTER BUSINESS BUREAU

Comments HEARING SCHEDULED ON 11/24/07 AT

Action: ARBITRATION DECISION-DENIAL

Dealer: 07715 NOVATO FORD LINCOLN MERCURY

Odometer: 27060 MI Analyst Name: GRESS, JEFF Comm Type: MAIL Analyst: J-GRESS1

Action Date: 12/05/2007 Action Time: 16.00.17.538 Origin Desc: BETTER BUSINESS BUREAU

Action Data: No

Action Data: No

Comments ARBITRATION DECISION-DENIAL ARBITRATED RESULTING IN A DENIAL

Action: ASSUMED REJECTION OF DECISION Dealer: 07715 NOVATO FORD LINCOLN MERCURY

Odometer: 27060 MI Analyst Name: GRESS, JEFF Comm Type: MAIL Analyst: J-GRESS1

Action Date: 01/03/2008 Action Time: 21.00.46.642

Origin Desc: BETTER BUSINESS BUREAU

Action Data: Yes

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

 Data Element Name
 Data Value

 DATE OF REJECTION
 01/03/08

Ford Confidential

#### All Action Details for Issue

Print

VIN: 1FTWW31P76 Year: 2006 Name

Owner Status: Original

Model: F-SERIES SUPER DUTY Case: 1640112337

WSD: 2006-09-02 Primary Phone Secondary Pho

Symptom Desc: STRG/HANDLING FUNCTION EXCESSIVE PLAY Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

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 ATTORNEY NAME ATTORNEY PHONE NUMBER ANALYST ID

**KROHN & MOSS** TODD FRIEDMAN 3239882400 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: BBENNIN1

Analyst Name: BENNING, BRENDA 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

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

Origin Desc: OGC - CLAIMS

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: BBENNIN1

Analyst Name: BENNING, BRENDA 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

Year: 2006

Model: F-SERIES SUPER

Case:

Name

Owner Status: Original

WSD: 2006-09-02

1640112337

Symptom Desc: AXLE CONCERNS ALL/4

WHL DRIVE

Primary Phone:

DUTY

NOISE/CHATTER

Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST

Issue Status: CLOSED

Secondary Pho

Issue Type: 04 REGION

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 PROVIDIBG 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

Analyst: TCRISTIA

(TCRISTIA), TAMALLA 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

Origin Desc: CUSTOMER CARE SOLUTIONS Dealer: 07713 HENRY CURTIS FORD-MERCURY

TEAM

Odometer: 22511 MI Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Comm Type: PHONE 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 WOBBLES. 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

Origin Desc: CUSTOMER CARE SOLUTIONS Dealer: 07713 HENRY CURTIS FORD-MERCURY

TEAM

Odometer: 22511 MI Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Comm Type: PHONE 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 Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Comm Type: PHONE Analyst: TCRISTIA

Action Time: Action Date: 09/18/2007

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

Origin Desc: CUSTOMER CARE SOLUTIONS Dealer: 06046 FORD OF MARIN

TEAM

Odometer: 22511 MI Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Comm Type: PHONE Analyst: TCRISTIA

Action Time: Action Date: 09/18/2007

Action Data: No 17.07.49.276

#### 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 Analyst Name: CRISTIANO (TCRISTIA),TAMALLA Comm Type: PHONE Analyst: TCRISTIA

Action Time:

Action Date: 09/20/2007

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

mm Type: VISIT

Odometer: 22511 MI Analyst Name: HALL, JAMIE Comm Type: VISIT Analyst: J-HALL52

Action Date: 09/24/2007

Action Time: 13,52,39,302

Action Data: No

Origin Desc: DEALER

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 Analyst Name: CRISTIANO (TCRISTIA),TAMALLA Comm Type: PHONE 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 Analyst Name: CRISTIANO Comm Type: PHONE

(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

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 22511 MI

Comm Type: PHONE

Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Analyst: TCRISTIA

Action Date: 09/25/2007

Action Time: 16.12.46.747

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

Origin D

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 22511 MI

Comm Type: PHONE

Analyst Name: CRISTIANO

Analyst: TCRISTIA

(TCRISTIA), TAMALLA Action Date: 09/25/2007

Action Time: 17.26.29.053

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

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 22511 MI Analyst Name: CRISTIANO (TCRISTIA),TAMALLA Comm Type: PHONE

Analyst: TCRISTIA

Action Date: 09/25/2007

Action Time: 17.43.36.928

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 COMPONENETS. 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

Origin Desc: CUSTOMER CARE SOLUTIONS

TEAM

Odometer: 22511 MI Analyst Name: CRISTIANO (TCRISTIA),TAMALLA

Comm Type: PHONE

Analyst: TCRISTIA

Action Date: 09/26/2007

Action Time:

12.43.29.758

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

Analyst Name: CRISTIANO

Comm Type: PHONE

(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

Analyst: TCRISTIA

(TCRISTIA), TAMALLA 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

Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Comm Type: PHONE Analyst: TCRISTIA

Action Date: 09/27/2007 16.49.40.754

Action Time:

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

Analyst: TCRISTIA

(TCRISTIA), TAMALLA

Action Time:

Action Date: 09/27/2007

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 Analyst Name: GUSTKE

Comm Type: PHONE
Analyst: PGUSTKE

Analyst Name: GUSTKE (PGUSTKE),PAUL Action Date: 09/28/2007

Action Time: 13.49.59.143

Action Data: No

Ford Confidential

## All Action Details for Issue

Print

VIN: 1FTWW31P76E

Year: 2006

Model: F-SERIES SUPER DUTY

Case: 1640112337

Name

Owner Status: Original

WSD: 2006-09-02

Symptom Desc:

Reason Desc: MISC INQUIRY - CHANGE OF ADDRESS Issue Type: 02 INFORMATION Issue Status: CLOSED

**Primary Phone:** Secondary Pho

Action: UPDATE CUSTOMER ADDRESS OR PHONE NUMBER

Dealer:

Origin Desc: MANUAL - PHONE CSR

Odometer: 22511 MI

Comm Type: PHONE

Analyst Name: MATTHEW CUSICK (MCUSICK1) Action Date: 08/21/2007

Analyst: MCUSICK1

Action Time: 17.46.49.410 Action Data: No

Comments CUSTOMER PROFILE UPDATE

Ford Confidential

PE13-014 000540LCPV

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	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT	TRANS CD	ENG	PROD DATE	WARR	SELLING DEALER	SELL	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	C
IF FWW3 IP76EI	F7	T/F7	F	T/BC	T/CD	T/E	AL	T/BE	T/YB	14-09- 05	02-09-06	172035	USA	4	5001	6C3Z	3504	A	S10	S10	V87	N58	3
AWS Claim Key:	2412783	Doc#:	06997	702	Trx Cod	e:	1	Labor H	irs:	3	Labor C	ost:	316.96	Mat	erial (	Cost:	721.83	Total (	Cost:	1038 79			
Olr Cd-Sub Cd:	07715-*	Name:	NOVA MERO		D LINCOL	LN.	Ph:	415-892	4286	St: CA	Ctry Cd:	USA	Reg Co	i:	NA	Repr	Date: 08-1	DEC-200	06	DIST(M	lile):38	36	
Cust Comments:	CHECK	AND AD	VISE (	CUSTOM	ER STATE	ES EXCES	SIVE PLA	Y IN STE	ERING														
Tech Comments:	FOUND	STEERI	NG BO	X OUTPU	IT SHAFT	HAD EX	CESSIVE	PLAY, RE	PLACE	D STEEL	RING BOX	C. BLEED A	IR OUT C	OF SY	STEM	ROAL	TESTE	D OK					
FTWW31P76E	F7	T/F7	F	T/BC	T/CD	T/E	AL	T/BE	T/YB	14-09- 05	02-09-06	172035	USA	7	5R14	5C3Z	14A664	AA	S08	S08	V05	S25	1
AWS Claim Key:	3221396	Doc#:	07269	301	Trx Cod	e:	E84	Labor H	lrs:	1.2	Labor C	ost:	126 78	Mat	erial (	Cost:	50.41	Total (	Cost:	177.19			
Dir Cd-Sub Cd:	07715-*	Name:	NOVA MERO		D LINCOL	LN	Ph:	415-892	4286	St: CA	Ctry Cd:	USA	Reg Co	1:	NA	Repr	Date:23-1	MAR-20	07	DIST(M	lile):12	366	
								. W 20056					National Control	and a	200		20 - 20 - 20 - 20 - 20 - 20 - 20 - 20 -						
Cust Comments:	CHECK	AND AD	VISE (	CUSTOM	ER STATE	ES AIR BA	AG LIGHT	ON, HOR	SN INO	CRUISI	EINOP, ST	FEERING W	HEEL RA	ADIO	CONT	ROLS	INOP						
Cust Comments: Tech Comments:										5-6-6		TEERING W ND TESTED		ADIO	CONT	ROLS	INOP						
										5-6-6		ND TESTED			5N01	SC3Z		D	\$13	S10	V89	N22	
Fech Comments:		AND FO	F DUND	T/BC	PRING DI	EFECTIVI TÆ	E, REPLAC	CED AND	RESTO	RED CO	LUMN A	ND TESTED	OK.	10		5C3Z		D Total (		S10 232.06	V89	N22	
Tech Comments:	F7 3990801	AND FO	F 07495	T/BC 601	PRING DE	EFECTIVI TÆ	E, REPLAC	CED AND	T/YB	14-09- 05	02-09-06	ND TESTED	USA	10 Mat	5N01 erial (	5C3Z	3E651	Total (	Cost:				
Freeh Comments: Frww31P76E AWS Claim Key:	F7 3990801 07715.*	AND FO	F 07495 NOVA MERC	T/BC 601 ATO FOR	T/CD Trx Cod	EFECTIVI TÆ e: LN	Al E84 Ph:	T/BE Labor H 415-8924	T/YB Irs:	14-09- 05 9 St: CA	02-09-06 Labor Co Ctry Cd:	ND TESTED  172035  ost:	USA 98 22 Reg Co	10 Mat	5N01 cerial (	5C3Z	3E651 133 84	Total (	Cost:	232.06			
Fech Comments:  IFTWW31P76E  AWS Claim Key:  Dir Cd-Sub Cd:  Cust Comments:	F7 3990801 07715-* CUSTOM	AND FO	F 07495 NOVA MERC	T/BC 601 ATO FOR CURY HE FRON	T/CD Trx Cod D LINCOI	TÆ e: LN HAKES RE	AI E84 Ph:	T/BE Labor H 415-8924 AD, DOES	T/YB Irs: 4286	14-09- 05 9 St: CA	02-09-06 Labor Co Ctry Cd:	172035 ost:	USA 98 22 Reg Co	10 Mat t:	5N01 cerial ( NA /ISE	5C3Z Cost: Repr	3E651 133 84 Date:20-3	Total (	Cost:	232.06			
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Fech Comments:  FTWW31P76E  AWS Claim Key:  Dir Cd-Sub Cd:	F7 3990801 07715.* CUSTON INSPECT	T/F7 Doc#: Name: MER STATED AND	F 07495 NOVA MERCATES TO VERI F 07596	T/BC 601 ATO FOR CURY HE FROM FIED CU T/BC 401	T/CD Trx Codd D LINCOI IT END SI STOMERS	T/E e: LN HAKES RE S CONCEI T/E e:	AJ E84 Ph: EALLY BARN, INSTA	T/BE Labor H 415-8924 AD, DOES ALLED DI	T/YB Irs: 4286 S IT ON UAL ST T/YB	14-09- 05 9 St: CA EVEN O EERING	02-09-06	172035  OST:  USA  OADS, CHEZER AND R	USA 98 22 Reg Co ECK AND ECHECK USA	10 Mat t: D ADV ED, A	5N01 NA VISE LL OI	5C3Z Cost: Repr CATT 6C3Z Cost:	3E651 133 84 Date:20-3 HIS TIM	Total ( IUN-200  E  A  Total (	Cost: 17 S10 Cost:	232 06 DIST(M	<b>lile):18</b> V87	600 N58	

IFTWW31F761	F7	T/F7	F	T/BC	T/CD	T/E	Al	T/BE	T/YB	14-09- 05	02-09-06	172035	USA	12	2G05		RECAL	*	S12	S11	V46	D35
AWS Claim Key:	4217574	Doc #:	07596	5402	Trx Coc	le:	E84	Labor H	drs:	11	Labor C	ost:	120.05	Mate	rial Co	ost:	0	Total	Cost:	120.05		
Dir Cd-Sub Cd:	07715-*	Name:		ATO FOR	ED LINCO	LN	Ph:	415-892	4286	St: CA	Ctry Cd:	USA	Reg Cd	: 1	NA.	Repr I	Date:30-	ЛЛ20	007	DIST(N	Aile):21	190
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Tech Comments:	REPROC								1604017			LDO GRAI	200	ATT	HIS T	5,1072	NABLE			S10		N58
Tech Comments:	REPROC POWER	T/F7	TCM,	WITH NI	EW UPDA	TE,TES	T DROVE	WITH SER	VICE M	ANA GE	R,UP WA	172035	DE ALL OK	AT 1	HIS T	7C3Z	NABLE	TO DU	S10	S10		N58
Cust Comments: Tech Comments:  IF TWW31P761  AWS Claim Key: DIr Cd-Sub Cd:	REPROC POWER	T/F7	F 07783	WITH NI T/BC 3102	EW UPDA	T/E	Al	WITH SER	VICE M T/YB	ANA GE 14-09- 05	02-09-06	172035	DE ALL OK	AT T	HIS T	7C3Z	NABLE 3504	A Total	S10	S10	V87	

Any comments? You can contact



Page I of 5

# MANUFACTURER RESPONSE FORM (CALIFORNIA)

Case Number: FRD0756716 Customer Name:	Vehicle: 2006 F-350 VIN: 1FTWW31P76E
Warranty Start Date: 2/26/07	Mileage: 27,060
Purchased: New Used (mileage and date This claim is: IN Bumper-to-Bumper Warranty Extended Service Plan: NO YES Ford Pow	
Steeering/ suspension	
Steering/electrical	
Electrical	
Transmission	3 7
• Engine	d c
Brakes	
Fuel Economy	

<u>MANUFACTURER'S POSITION</u>: 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



Page 3 of 5

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 a follows:

Received: 09/21/2007

CCRG/EPRC: OSE Reviewed Status: Date:

Vehicle: 2006,F350 4X4,CRW CAB,PICKUP,1FTWW31P76E

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



Page 4 of 5

# 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.

☐ Technical Service Bui	letins / Special Service Memos	
Recall Notices		
☐ Dealer Report		
☐ Ford Field Service En	gineer (FSE) Inspection Report	
Other:		

Documentation Provided (please check):



I will participate in a hearing:

☐ In writing

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

Page 5 of 5



# DECISION

Submitted Date: 12/04/07

FRD0756716

VIN: 1FTWW31P76E

Customer: Mr.

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: FRD0756716 Arbitrator: Pat Meehan Customer: Mr.

Date: 12/04/07



# **REASONS FOR DECISION**

Submitted Date: 12/04/07

FRD0756716

VIN: 1FTWW31P76E

Customer: Mr. - Hearing Date: 11/24/07

Arbitrator: Pat Meehan

### Question 1

Vehicle (Year, Make, Model) 2006 Ford F350 truck

#### Duestion 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

### Ouestion 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. 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. 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. 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. Customer Claim Form are summarized in the table below. Some of the above repair attempts were

simultaneous. Altogether, according to Mr. 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. also brought the vehicle to Ford of Marin on September 27, 2007. After a discussion with the Ford hotline, Ford of Marin informed Mr. 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. 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. Kane 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. 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 nonconformitles 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. Kane's 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: FRD0756716 Arbitrator: Pat Meehan

Customer:

Date: 12/04/07





# MANUFACTURER RESPONSE FORM (CALIFORNIA)

Case Number: Customer Name:	Vehicle: 2006 F-350 VIN: 1FTWW31P76E
Warranty Start Date: 2/26/07	Mileage: 27,060
	ate of purchase)
The Customer Claim Form (CCF) lists the fo	llowing concerns:
<ul> <li>Steeering/ suspension</li> </ul>	
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



Page 3 of 5

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 a follows:

Received: 09/21/2007

CCRG/EPRC: OSE Reviewed Status: Date:

Vehicle: 2006,F350 4X4,CRW CAB,PICKUP ,1FTWW31P76E 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



Page 4 of 5

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	
Therefore Demand	



Page 5	013

	) Inspection Report	
I will participate in a hearing:	☐ In writing	
	Form completed by: Donna Goff Date:11/23/2007	



# Council of Better Business Bureaus, Inc. NOTICE OF DEADLINE FOR SUBMISSIONS

BBB AUTO LINE 4200 Wilson Boulevard, Suite 800

Arlington, VA 22203-1838 Phone 800.955.5100 Fax: 703.247.9700

Date: 11/19/07 Case Number: FRD0756716

Customer:

Manufacturer: Ford Motor Company

Mfr-Info: 6700 CA 1FTWW31P76E

Arbitrator(s): Mr. Pat Meehan

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



November 19, 2007

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

Re:MNOD FRD0756716: vs Ford Motor Corporation 1FTWW31P76E

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

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



#### ARBITRATOR SELECTION LIST

Customer

Case Number: FRD0756716

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. Meehan 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



#### ARBITRATOR SELECTION LIST

Customer: Mr.

Case Number: FRD0756716

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. Meehan 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



# MANUFACTURER RESPONSE FORM (CALIFORNIA ARBITRATION POSITION STATEMENT)

Case Number: FRD	0756716	Vehicle: 2006 F-	350 Truck
Customer Name:		VIN: 1FTWW	31P76E
Probable Hearing Location: Place	centia		
Manufacturer's Position:			
Very service and the service of the			
Documentation Provided (pl	ease check):		
T. Tachairal Comiles Bulletin(s)			
<ul><li>☐ Technical Service Bulletin(s)</li><li>☐ Recall Notice(s)</li></ul>			
☐ Vehicle Repair Records			
☐ Purchase/Lease documentati	ion		
□ Other:			
The manufacturer's position and to a hearing in this case.	d documentation will be	furnished to the custome	r and the arbitrator prior
I will participate in a hearing	□ By phone □ In	person   In writing	
- mar participate in a real ma	The same of the sa	:	Date: / /
	Dhanas	Fax:	
Please return this form as soon	as possible to: BBB A	UTO LINE	
	Fax: 703.24	17.9700	
4700 1/200 801100	Council of Better Busi	iness Bureaus, Inc.	200 222 20 2002
4200 Wilson Boulevard, Su	ite oud · Arlington, VA · 222	03-1838 · Phone 800.955.5100 ·	rax: /U3.24/.9/00



November 2, 2007
Re:w-m2 FRD0756716: s Ford Motor Corporation
1FTWW31P76E

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 <u>fourteen days</u> 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 <u>Oath of Participant</u> 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

### Location of Better Business Bureau

Better Business Bureau - Placentia

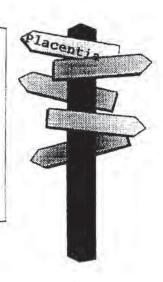
Name of Building (if any)

550 West Orangethorpe, Placentia

Eureau Address and City

(714) 985-8915

Bureau Phone Number (Emergencies Only)



# 

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 cornor 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: v. Ford Motor Company

FRd0756716

To Whom it May Concern:

11-01-87

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 BBB 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

#### Customer Claim Form

Contact Date:	Start Date:		Case Number:		
Have you contacted the mfr regar Have you previously filed a claim if yes, name of provider: I	n on this vehicle	with the BBB or another	dispute resolution provid	er7 □ YES ØNO	
Titled Owner(s), N ame & Addre	ens				
And the second of the second					
Novato CA					
	210	£.			
Customer Contact Info: Day Phone Evening Phone: same Fax Number E-mail Address: Cell Phone:					
Vehicle Information Name(s) of individual(s) or busin Vehicle Use: Personal Busi Transmission Type: Accional Make: Ford Mode Vehicle Identification Number: 1 Servicing Dealer/City/State: Nov. Selling Dealer/City/State: Insurance Carrier: Policy Number: Has vehicle been in an accident/h Description of Damage:	ness Both  FI Nu  F350 FTWW31P76E  ato Ford, Novato  Novato  Novato  ad body damage	Percentage of time vamber of vehicles owned Model Year: 2006  O. CA  EORD No Jato, C	CA-		
Purchase/Lease Information (C. leased)	omplete left side	if vehicle was purchased	or right side if vehicle w	as	
Purchase Date: 1-2-06 Mileage at purchased As: New Used Is the vehicle in your possession? Lienholder's Name: Ford &	Demo	Lease Date:  Leased As: New I  Is the vehicle in your po  Leasing Company's Nan  Addre	ssession? ne:		
Address: City/SVZip: P.O. Box Phone: 1-800 - 72 Lienholder Acct.#: 04/450	7172, PASA	20000	Zip ne:		
Customer's Desired Outcome (De vehicle repurchase plus attornevs	scribe what you fees	want done to resolve you	r concern}		
Signature of Titled Owner(s I am submitting this dispute for uson Arbitration Rules.	uuon in ine 888,	AU 19 LIONE program, and	agree to arbitrate the dispa	Date 10-24-07	
e.d				daestrio	22 22

Customer Claim Form

**Customer Name** 

Case Number:

Vehicle Concerns

First Repair Attempt
Last Repair Attempt
Total Days out of Service: 20

Date: 12/8/06 Mileage: 3863 Date: 10/8/07 Mileage: 25222

Problems - Please list your primary concern first	Servicing Dealer(s)	Current? Yes or No	# of Repair Attempts	Repair Date(s)	Mileage on Date(s)	Days Out of Service
steering/suspension	Novato _	Υ.	5	12/8/06 6/20/07- 6/29/07 7/30/07- 8/2/07 9/27/07 10/8/07	3863 18600 21190 24874 25222	1 10 4 1
steering/electrical	SAA	Y	1	3/23/07- 3/26/07	12366	4
fuel economy	SAA	Y	1	6/20/07- 6/29/07	18600	10
electrical	SAA	Y	1	6/20/07- 6/29/07	18600	10
transmission	SAA	Y	1	7/30/07- 8/2/07	21190	4
engine	SAA	Y	1	9/27/07	24874	1
brakes	SAA	¥	1	9/27/07	24874	1
	( '					

dAR: 11 An RZ 200

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

YR IST SOLD VLF CLASS TYPE VEH 2006 FORD 2006 NJ 32P BODY TYPE MODEL MP MO WC UNLADEN/G/CGW PK 2 F 06964 TYPE VEHICLE USE DATE ISSUED CC/ALCD

21

09/28/07

31 VEHICLE 10 NUMBER 1FTWW31P76E DT FEE RECVD PIC STICKER ISSUED 09/28/07 8 L8428351

TYPE LIC

PR EXP DATE: 09/30/200 REGISTERED DWNER AMOUNT PAID \$ 545.00

AMOUNT DUE AMOUNT RECVD 545.00 CASH :

CHCK : 545.00 CRDT :

NOVATO CA

YR MODEL

MAKE

COMMERCIAL

LIENHOLDER FORD MOTOR CRDT CO 260 INTERSTATE N PKWY NW

ATLANTA GA 30339

> TOS 825 ED 0054500 0022 CG TOE 002007

Pg 3/38 dar: II ''U BS Jou DO181 47001

LICENSE NUMBER

## To: Cathy Bopp

FROM

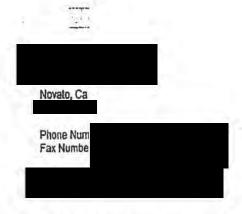
DATE: 10.27.07

FAX#: 1-866-264-3755

PER YOUR REQUEST

Pg 2/38

00/8/#700/ /- CTTCCCCC- dgg:TT /0 82 200



#### FAX TRANSMITTAL FORM

To: Mike Antikainen

CC:

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

Date Sent:: September 25, 2007

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,

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## FACTORY TRAINED TECHNICIANS

GENUINE FORD PARTS

## FORD OF MARIN Ford

	4	** *	115 74
DATE	100	1 = -12	1-1

1 5	1. 7 3	St. 1 101 18		Mileage /	Tag Time P	romised A.M.  P.M.
YR		Make	License	Color	Advisor : /	Ext.
Nam Address City E-mail	one (		State Bus. Phone	Zip ( )	San Ra (41 Fax (4 BAR# AH2410	Francisco Blvd. afael, CA 94901 5) 453-4220 415) 453-2199 97 CAD # 98088474 Old Parts: Yes No
ALL PARTS	REMOVED W	ILL BE DISCARDED UNLESS OT	HERWISE REQUESTED	PRIOR TO BEGINNING WORK.		work to be done along with your employees may operate
REASON	TIME	PRICING FOR IN PERSON	AOTHORIZED BY	\$ REVISED TOTAL	vehicle for purpose of testing, in You will not be held responsible	rspection, or delivery at my risk. e for loss or damage to vehicle
DATE	TIME	PHONE # OR IN PERSON	AUTHORIZED BY	ADDITIONAL AMOUNT	or articles left in vehicle in cas other cause beyond your co	e of fire, theft, accident, or any ntrol. I agree to pay storage
REASON				S REVISED TOTAL	after notification that repairs ar	any vehicle left more than 3 days e completed.
DATE	TIME	PHONE OR IN PERSON	AUTHORIZED BY	ADDITIONAL AMOUNT	I agree that FORD OF MARINShi above described vehicle for it	s charges for parts, labor and
REASON	حكال			REVISED TOTAL	above storage charges under repair order and that said vehic until all sums are paid. In the	e will be held by FORD OF MARIN
Labor	Labor					
Туре	Time			Customer's Concern	/ Request	Amount
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туре	Time				1-330 g70	Amount

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

	22984		SHAWN MA	THEWS	1182	6621	08/02/07	FOCS75964	
				886499	19	21,190	OXFORD WHT/	56021	
NOVATO,	CA		06/FORD	TRUCK/S-DT	F-350	SRW/CREW C	09/02/06	205	
602146.34			1 FTW	W 3 1 P 7	6 E				
							07/30/07	U. 12.322	
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						101100000000			
J# 1 45F0Z	CUSTOMER STATES OVER BUMPS AND	IG/SUSPENSION  THERES A RATTLE I  VIBRATES CHECK REI  ING BOX REPLACED 2  JES RADIUS ARM BUSI	NOISE IN THE PORT	RONT END GOING		WARRANTY			
	TENSION, RETOROL	JES RADIUS ARM BUSH	HINGS IN PROP	II SWAT DAM EAS			3		
PARTSQ	1 6C3Z • 350	14-A GEAR	ASY - SIE 240	19	NIT PRICE-	WARRANTY			
	-1 6C3Z-350 6 F7AZ-3F6 2 -388898	04-A CORE 023-BA FLUII -S SEAL	RETURN - POWER 0373 133624	DI TOTA	- PARTS	WARRANTY WARRANTY WARRANTY 0.00			
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		JOB# 1							
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B.A.H. #: AD109228 P & A CODE: 07715 EPA# CAL000296125

	22984	FRAN LENA	AERTS			12/08/06	FOCS699	77
	V.		886499	9	3,836	OXFORD WHT/	56021	
NOVATO,	CA	06/FORD	TRUCK/S-DTY	F-350	SRW/CREW C	09/02/06	2	05
		1 F T W	W 3 1 P 7	6 E				
				36		12/08/06		
		# 992					MO: 3	846
JOB# 1 CHARG					**********			
J# 1 00F0Z01	FREE OIL & FILTER OIL AND FILTER FREE SERV. CHECK FOR ANY PCM UPDATES CHANGE OIL AND FILTER FRE CHECKED FOR UPDATES. NONE	R TECH ICE S SE SERVICE E FOUND	(S):1295		JINTERNAL			
PARTSQT	YFP-NUMBER 1 FL-2016 3 X0-15W40-5QSD	KIT - ELEMENT 84844	A	IT PRICE-	INTERNAL INTERNAL 0.00			
MISCCOD	FOC FREE OIL CHANGE IHN4 LOF HAZARDOUS W		CONTROL NO	- MISC	INTERNAL INTERNAL 0.00			
JOB# 1 TOTAL	S							
JOB# 2 CHARG	ES	JOB# 1 JOURNAL PREFI	X FOCS JOB#	1 TOTAL	0.00			
	SUSPENSION CONCER CHECK AND ADVISE CUSTOMER FOUND STEERING BOX OUTPUT STEERING BOX, BLEED AIR O	STATES EXCESSIVE PLAY	IN STEERING		WARRANTY			
PARTSQT	YFP-NUMBER	GEAR ASY - STE 2409 CORE RETURN FLUID - POWER 03731		PARTS	WARRANTY WARRANTY WARRANTY 0.00			
JOB# 2 TOTAL	Ş							
		JOB# 2 JOURNAL PREFI	X FOCS JOB#	2 TOTAL	0.00			
CUSTOMER HERE	BY ACKNOWLEDGES RECEIVING INAL ESTIMATE OF \$0.0		onou					

PAGE 1 OF 2

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

22984	FRAN LENAERT	rs 1046	1535	12/08/06	FOCS69977
10.00		8864999	3,836	OXFORD WHT/	56021
NOVATO, CA	06/FORD TRUC	CK/S-DTY F-350 SE	RW/CREW C	09/02/06	205
	1 F T W W 3	1 P 7 6 E			
		+		12/08/06	
	E# 99P				MO: 3846
TUTALS					
* [] CASH [] CHECK CK NO. [ ]  * [] VISA [] MASTERCARD [] DISCOVER  * [] AMED VECTOR [] CASH	* * * * * * * * * * * * * * * * * * * *	TOTAL LABOR TOTAL PARTS TOTAL SUBLET TOTAL G.O.G TOTAL HISC CHG.	0.00 0.00 0.00 0.00 0.00		
* [] AMER XPRESS [] OTHER [] CHARGE	*	TOTAL TAX	0.00		
THANK YOU FOR YOUR BUSINESS!!					1.0
CUSTOMER SIGNATURE		*******	ourresser.		

PAGE 2 OF 2

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[ END OF INVOICE ] 03:58pm

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

22984 1046 03/26/07 FOCS72693 5032 8864999 12,366 OXFORD WHT/ 06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205 NOVATO, CA 03/23/07 MO: 12366 JOB# 1 CHARGES ---J# 1 60F0Z19 AIRBAG TECH(S):1099
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 WARRANTY JOB# 1 TOTALS-----JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 5K DIESEL SERV TECH(S):1249
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 J# 2 01F0Z04 59.57 JOB# 2 TOTALS------MISC JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 142.77 3+00FDZGBATT BATTERY GOOD TESTED BATTERY GOOD TESTED BATTERY GOOD TECH(S):1249 INTERNAL J# 4+00FOZGEK BRAKES OK INTERNAL TECH(S):1249 PAGE 1 OF 2 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 03:58pm

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

22984	FRAN LENAE	RTS	1046	5032	03/26/07	FOCS72693
		886499	9	12,366	OXFORD WHT/	56021
NOVATO, CA	06/FORD TR	UCK/S-DTY	F-350	SRW/CREW C	09/02/06	205
0211043) 41	1 F T W W	3 1 P 7	6 E			
	· ·				03/23/07	
	E# 99P					MO: 12366
BRAKES CHECKED AND OK (DISC: OVER 5MM) (DRUM: OVER 2MM) BRAKES CHECKED AND OK						
JOB# 4 TOTALS						
JOB# 5 CHARGES JOB# 4		FOCS JOB#	4 TOTAL	0.00		
LABOR- J# 5+00FOZGTIRE TIRES OK TIRES CHECKED AND OK 7/32" OR GREATER TIRES CHECKED AND OK	TECHIS	):1249		INTERNAL		
JOB# 5 TOTALS			10-1			
JOB# 5	JOURNAL PREFIX	FOCS JOB#	5 TOTAL	0.00		
ESTIMATE						
COMMENTS ORIGINAL ESTIMATE OF \$155.00 (+TAX)				9 L		
FRAN						
TOTALS	*************		*******	••••••		
*	*	TOTAL LA TOTAL PA TOTAL SU TOTAL G. TOTAL MI TOTAL MI	BOR	. 59.57 80.14		
* [] CASH [] CHECK CK NO. [ ]	*	TOTAL SI	0.G	0.00		
* [] VISA [] MASTERCARD [] DISCOVER	*	TOTAL MI	SC CHG.	3.06 0.00		1
* [] AMER XPRESS [] OTHER [] CHARGE	*	TOTAL TA	X	6.21		
************	**	TOTAL IN	VOICE S	148.98		
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PAGE 2 OF 2

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6995 Rr. Ropd Blvd., Novato, CA 94945 (415) 8933000 (800) 659-5552

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

	22984	JENNIFER	ENGLAND	12/3	4750	06/29/07	FOCS/4956
			886499	9	18,600	OXFORD WHT/	56021
NOVATO,	CA	06/FORD	TRUCK/S-DTY	F-350	SRW/CREW C	09/02/06	205
name,		1 F T W	W 3 1 P 7	6 E			
						06/20/07	
		E# 99P					MO: 1860
	GES				**********		
LABOR J# 1 45F0Z	STEERING/SUSPENSION CUSTOMER STATES THE FRONT EN ON EVEN ON FLAT ROADS. CHECK INSPECTED AND VERIFIED CUSTO STEERING STABILIZER AND RECH	TECH ID SHAKES REALLY BAU AND ADVISE MERS CONCERN. INSTA MECKED, ALL OK AT TH	ALLED DUAL HIS TIME.		WARRANTY .		
PARTSQ	TYFP-NUMBER	DESCRIPTION BRACKET 176030 DAMPER ASY 223470 D99 PRICE DIFF	.,N	IT PRICE-	WARRANTY WARRANTY		
				- PARTS	0.00		
J08# 1 TOTA	LS						
J08# 2 CHAR	GES JO	B# 1 JOURNAL PREFI	X FOCS JOB#	1 TOTAL	0.00		
LABOR		TECH	(S):9999		INTERNAL		
JOB# 2 TOTAL	L\$						
JOB# 3 CHAR	JC	B# 2 JOURNAL PREFI	X FOCS JOB#	2 TOTAL	0.00		
LABOR	BODY ELECTRICAL CUSTOMER STATES YOU HAVE TO SEVERAL TIMES BEFORE IT WILL INSPECTED FOR CUSTOMERS CONC EACH TIME.	TECH PRESS AND HOLD THE MORK CHECK AND ADV ERN. UNABLE TO VERI	(S):1231 REMOTE BUTTON ISE FY, WORKS OK		INTERNAL		
HISCCO	PD FREE DIAGNOSIS			- MISC	INTERNAL 0.00		
JOB# 3 TOTAL	S						
	30	B# 3 JOURNAL PREFI	X FOCS JOB#	3 TOTAL	0.00		
			0				

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

22984	JENNIFER	8B64999	273	4750 18,600	OSFORD WHT/		74956 1
NOVATO, CA		TRUCK/S-DTY F-3		/CREW C	09/02/06		205
		W 3 1 P 7 6 E			06/20/07		19505
TOTALS	E# 99P					WO:	18605
* [] CASH [] CHECK CK NO. [] DISCOVER  * [] VISA [] MASTERCARD [] DISCOVER  * [] AMER XPRESS [] OTHER [] CHARGE	* * * * * * * * * * * * * * * * * * * *	TOTAL LABOR, TOTAL PARTS. TOTAL SUBLET TOTAL G.O.G. TOTAL HISC C TOTAL TAX	HG.	0.00 0.00 0.00 0.00 0.00 0.00			
***********	*	TOTAL INVO	ICE \$	0,00			
THANK YOU FOR YOUR BUSINESS!!							
CUSTOMER SIGNATURE	E INVOI	CE *******	*****	*****			

AGE 2 OF 2

CUSTOMER COPY

| END OF INVOICE 103:58pm

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dit:/n /n -- --



Novalo, Ca

Phone Number

#### FAX TRANSMITTAL FORM

To: Darren Shaw for Todd Friedman

Date Sent: October 10, 2007

Phone: 1-800-375-3666 Fax: 1-866-431-5575

Number of Pages: 4

#### Message:

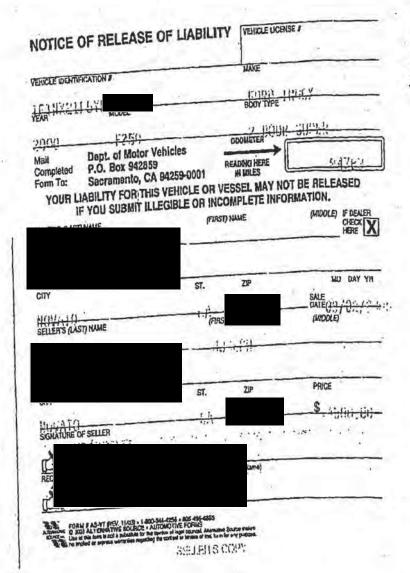
Darren here are the papers you asked for... Thank you,

PE13-014 000580LCPV

## AGREEMENT TO FURNISH INSURANCE POLICY

	intly and save	rally reterred to hen	ein as Buyer	) and Seller	antered into a motor v	renicle sales o		
Contract*) dated as of		2nd		day of	SCHTEBRUE	-	,20	20m
he vehicle therein purchas	ed ("Vehicle") Is	s described as follo	ws:					
ear	Make		Model		Body		Vehicle Identifica	tion No.
5006	CORD	TRUCK	S- DIY	F- 250	CRFH CVR	SRH 4X1	F14HB3117	1
yer promises to deliver t	Seller or Sell	ler's assigned withi	n 10				days from th	e date of the
greement a duly execute				and which	complies in all resp	cts with the		
Contract				_ Agent _				1
-AAH				_ Agent _				
ADDRESS OF AGENT -STREET			CITY		STATE ZI		AGENT'S PHONE NUMBER	
olicy No.				Exp. Date				
Fire & Theft - Additi				and the second second		18	Deduct	ible Collision
River falls to deliver an	necestable sel	low of locusones wil	thin the time	anneitied abo	un Callor or ite neele	nag shall be	free their not require	ed) to produc
surance as agreed unde	r the Contrac	t, or to exercise a	ny other rem	edy of Sello	r under the Contrac	t and applica	ble law. If Seller o	r Its assign
pplicable law, including (	California Civil	Code section 298	2.8. Buyer fu	rther agrees.	effective Immediate	ly, to be sole	ly responsible for a	Il damages
nsurance as agreed under procure insurance, Buyer pplicable law, including ( the Vehicle and other pro- iny cost, expense, claim of	erty purchase	d under the Contr	act, and to p	ratect, inden	nify, defend, and he	d hamless	Seller, and its assi	mees, again
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OUR PURPOSE IS TO PROVIDE A UNIQUE AND POSITION EXPERIENCE BY COMPLETELY SATISFYING ALL CLIENTS' EXPECTAL. INS WITH INTEGRITY, HONESTY AND GENUINE CONCERN.

Stock#	1	1		1
Model:	٠.	- <del>-</del>		
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## POSTED PRICES ARE <u>BEFORE</u> ANY APPLICABLE REBATES.

Lifetime tire Rotation	\$ 150
every 10,000 miles	
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!

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## OPTIONAL PRODUCTS AND SERVICES DISCLOSURE

uyer Nome	e(s)				
		City	Stote	Zip	Contract Date
Year	Maka	NOVATO Model	CA_	VIN	
2006	FORD TRUCK	S-DTY F-GTO SRM	1FT%W31F7	GS	

I/We, the undersigned, acknowledge:

- The charges for each of the services/products described will be included and separately itemized in the retail installment sal 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.

<b>Optional Services</b>	/Products			Pri	ice
O Optional Service Cont	ract(s):		4		
(1)				\$	R/A
(2) N/A		*		\$	N/A
O Optional Debt Cancell	ation Agreement (GAP).H/A			\$	N/A
O Optional Theft Deterre	nt Device(s):				
(1) N/A				\$	N/A
(2) N/A				. \$	N/A
O Optional Surface Prote	ection Product(s):		11		
(1) N/A				\$	N/A
(2) N/A				\$	H/A
O Optional Vehicle Contr	act Cancellation Option Agreement			\$	N/A
O Optional Insurance Pro	oduct:N/A			\$	N/A
			Total	\$	4/A
	Installment Payment EXCLUDING	Listed Items: \$_	719.75	_	
4	Installment Payment INCLUDING	Listed Items: \$_	748,75	_ ,	
	1				
03/02/2006 Pate	E Pose soldinore	<u>æn</u>	Co-Buyer's Signa	ture	-



FORM # AS-602 (REV. 5/05) ©2006 ALTERNATIVE SOURCE • ORDER TOLL FREE 1-800-344-4255

Let use of this form is not a substitute for the opinion of legal counted. Alternative Source makes no implied or express transmiss reparding the state of the substitute for the opinion of legal counted.

Tr. Darren

FROM:

DAT: 10.23.07

FAX: 866-431-5575

DARRENT has the registration in his truck.

I will fax that later.

Thanks

BEST\38

0016122001

-- בי חו זכיחכף

Release of Lien Info	rmation
r	hereby authorize
Ford Motor Cradit	
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 #	Account Number
for	Ford Hotor 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 charge	es, and per diem information.
	Signature
10-15-09	orginal action
Date	Date
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N. (Optional) Used Vehicle Contract Cancellation O	ption Agreement S (N)	insulance and credit disability insurance ends on the origin due date for the last payment unless a difformit form for the
O. Other (to whom paid)*	S(1)(0)	resurance is shown above. You are applying for the credit insurance marke
For 11.15	interest and the second second	and the strategy below means that you agree
Table Cash Price (A through O)		reaction your contributions. (2) You are eligible to
2. Amounts Paid to Public Officials.	the gift find help help.	USBOUTV INSURANCE ONLY If you are working for union
AC CICATAN FACE	s 259.00(A)	1. St Facility on upons a week of more on the Etherhol
B. Registration/Transfer/Titling Fees	SS	Date. (3) Only the Primary Buyer is easing to NOTCOVER CONDITIONS FOR WHICH YOU HAVE
C. Cotton To Food a Service Se	S (7F(D)	SEEN A DOCTOR OR CHIROPRACTOR IN THE
D. Other E. Other	s F/A(E)	LAST 6 MONTHS (Refer to "Total Disabilities No
Total Official Fees (A through E)	s 589.75 (z)	Covered in your policy for details). You want to buy the credit insurance.
3. Amount Paid to Insurance Companies	- Aller	Too want to buy me creat insulation
(Total premiums from Statement of Insurance column	na+b)* 3 8/4 (3)	Date - Buyor Signaturo - Ago
4. Smog Certification or Exemption Fee Paid to Sta	te 5 W/A (4)	Day Comment
5. Subtotal (1 through 4)	CO. HOLLES	Date Co-Buyer Signature Age
6. Total Downpayment  A. Agreed Tipde-In Value Yr 2000 Make FO	AN TRUCK & 18600, OC(A)	OPTIONAL GAP CONTRACT A gap contract (debt cancelle
Model Octom	4783	ion contract) is not required to obtain credit and with not be provided unless you sign below, and agree to pay the extra change, if you choose to buy stage contract the change is your gap contact for details on the proletie it provides. It is a part of this contract.
VIN TERAZATOTERIGZE	the same and the	charge. If you choose to buy a gap contract, the charge is show
B. Less Prior Credit or Lease Balance	\$(B)	it provides. It is a part of this contract.
C. Net Trade-In (A less B) (indicate if a negative nur	mber) 5413,76(C)	I term, Str. Mos Str.
D. Deferred Downpayment	\$ N/A(D)	Name of Gap Contract You want to buy a gap contract.
E Manufacturer's Rebate	5 50C.00(E)	
F. Other RIF	S #/4(F)	Buyer X
G. Cash	SS 27.00 (e)	OPTIONAL SERVICE CONTRACT(S) You want t
Total Downpayment (C through G)	V	purchase the service contract(s) written with the followin company (les) for the term(s) shown below for the change ( shown in item 1J and/or 1K abovo.
(E negative, enter zero on line 6 and enter the amount less th	s 53313 37 (7)	shown in item 1J and/or 1K abovo.
7. Amount Financed (5 less 6)  'Seller may keep part of these amounts.	, W	1J Company N.L.
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L BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS THE INSTALLMENT SALE CONTRACT AND THE LDAY.	If this contract reflects the retell sale of a new motor vehicle, the sale is not subject	Term #/A Mos or #/5 Miles
	to a fee received by an autobroker from us	BuyerX
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mounts France Charge \$ 1/34	Name of autobroker receiving fee, if	This contract contains the entire agreemen
rayana at	applicable:	between you and us relating to this contract
Madilifients 019	N. A	Any change to the contract must be i writing and both you and we must sign it. N
m this Loan is shown in item 6D.		oral channes are hinding
LLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign of it Seller is unable	I frers, the provisions of the Seller's Right to Cancel section on lie to assign this contract to a financial institution will apply.	Buy
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yer	Co-Buyer .	Page 1
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	Financed, item 7, is paid in full on or before	, Year, SELLERS INITIALS
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THERE IS NO COOLING OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION California is w 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 saler or for legal cause, such as fraud. Knowever, California is w 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 on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This contract cancellation option on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This contract cancellation option negotivement 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.  Buyer Signature X  Date  Date  Date 19 / 0 / 96 Co-Buyer Signature X  Date  Date 19 / 0 / 96 Co-Buyer Signature X  Date  Date 20 / 90 / 90 / 90 / 90 / 90 / 90 / 90 /	ne Annual Percentag	e nate may be negotial receive a part of the Fin	ile Willi tile Seller. I. ance Charge	ne Seller may a	assign uns comra
Buyer Signature X  Co-Buyer sand 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 by the cebt. The other owner agrees to the security Interest in the vehicle given to us in this contract.  Other Owner Signature X  Address  Address  Address  Curantor induce us to self the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer laits to pay any money own 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 skin as Guarantor, and even if Buyer has complete defense to Guarantor defense to Guarantor in the contract. Each Guarantor in the liable even if we do one or more of the following: [1] give the Buyer more time to pay one or more relating to this contract or extend the contract. Each Guarantor acknowledges receipt oils completed copy of this contract and guaranty at the time of signature (5) release a receipt oils completed copy of this contract and guaranty at the time of signature (5) otherwise react a settlement of the contract of extend the contract. Each Guarantor acknowledges receipt oils completed copy of this contract and guaranty at the time of signature and of any demands upon the Buyer Guarantor X  Date  Guarantor X  Date  Address  Address	THERE IS NO COOLING OFF PI California law does not pravide for a "coo contract simply because you change your sign below, you may only cancel this contra Kowever, California law does require a selle \$40,600, sublect to certain statutory condition	ERIOD UNLESS YOU OBTAIN A CO.  ling off or other cancellation period for vehicle  mind, decide the vehicle costs too much, or wish  tot with the agreement of the soller or for legal ca  r to offer a 2-day contract cancellation option on too.  This contract cancellation option requirements.	NTRACT CANCELLATION OF sales. Therefore, you cannot later can you had acquired a different vehicle. At use, such as fraud.  used vehicles with a purchase price of least only to the sale of a motore.	THON YOU CONFIRM T CONTRACT, WE IS REF TO TAKE IT LEDGE THAT YOU SS than CONTRACT, INCLI THE ON THE REVERSI Betails. YOU CONFIRM TH	HAT BEFORE YOU SIGNED THE BAVE IT TO YOU, AND YOU WEL I AND REVIEW IT. YOU ACKNO' I HAVE READ BOTH SIDES OF TH UDING THE ARBITRATION CLAUSE E SIDE, BEFORE SIGNING BELO AT YOU RECEIVED A COMPLETE
Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the antire debt, An other owner is a person whose name is on the title to the vehicle because to have to pay the debt. The other owner agrees to the security Interest in the vehicle given to us in this contract.  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 laids to pay any money own 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 complete defence to Guarantor defends on the contract demand for relimbursement. Each Guarantor agroes to be fable seven if we do one or more of the following: (1) give the Buyer more time to pay one or my 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 reliabing 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's non-payment, non-performance, and default and notices of the amount owing at any time, and of any demands upon 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's non-payment, non-performance, and default and notices of the amount owing at any time, and of any demands upon 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.  Date  Output  Date  Address		110 100 100		TICCOM OUT I	THERE TOO STORED IT.
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Address Address		Date			1875
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DateS/02/05 By X					



Novato, Ca

Phone Numb Fax Number:

#### FAX TRANSMITTAL FORM

To: Mike Antikainen

From Date Sent: October 9, 2007

Phone: 1-800-375-3666 Fax: 1-866-203-9227 2010 201111 2010201 21 2201

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,

P826/38

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

	22984	JOSEPH GALILEO	1052		10/04/07	FOCS77628
		8864999		24,842	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		SED SHARKS	
					09/27/07	
TOP# 1 CHAD	GES	E# 99P				MO: 24871
LABOR						
J# 1 45F0Z	STEERING/SUSPENSION CUSTOMER STATES WHILE DRIVING AND HOLE OR LANE MARKERS DOTS STEERIN		1	INTERNAL		
	CUSTOMER THINKS MORE SO FROM LEFT CHECKED AND FOUND FRONT TIRES CUP AND WORN ON EDGES. SPUN TIRES ON OF BALANCE AND RIGHT REAR TIRE HA POUNDS OF AIR. PER CUSTOMERS REQUITO ABLE TIRE FOR TIRE REPAIR AND WHEELS. REINSTALLED ON VEHICLE WI ROAD TESTED GOOD. CUSTOMERS CONCERN ABOUT STEERING DRIVING OVER POT HOLE OR LARGE BU					
PARTS0			PRICE-			
	TYFP-NUMBER	RT 147879 TUTAL	- PARTS	INTERNAL INTERNAL 0.00		
G.O.G. & SUP	PLIESFREIGHT (PARTS)			INTERNAL		
	The said (trains)	TOTAL	- 60G	0.00		
	LS					
JOB# 2 CHAR	GES JOB# 1	JOURNAL PREFIX FOCS JOB# 1	TOTAL	0.00		
LABOR J# 2 45F0Z10	CUSTOMER STATES GOING IN AND OUT (	TECH(S):9999 DF DRIVEWAYS HEARS CLANKING		INTERNAL		
7,76	OVER SPEED BUMPS SEVERAL TIMES, CO	OULD NOT CONFIRM CUSTOMERS				
	CHECKED ALL BALL JOINTS. STEERING COMPONENTS INCLUDING WHEEL BEARING FOUND.	GEAR, AND ALL FRONT END SS ALL OK. NO PROBLEM				
JOB# 2 TOTAL						
JOB# 3 CHAR	SES JOB# 2	JOURNAL PREFIX FOCS JOB# 2	TOTAL	0.00		
LABOR	SUSPENSION CONCERN CUSTOMER STATES STEERING WHEEL OFF CENTERED STEERING WHEEL, ROAD TESTED GOOD.	TECH(S):9999 CENTER TO THE RIGHT.	******	INTERNAL		
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PAGE 1 DF3	CUSTOMER COPY	ICONTINUED ON	NEXT PAG	SE) 03:58pm		



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

22984 10/04/07 FOCS77628 JOSEPH GALILEO 1052 8608 **BB64999** 24,842 OXFORD WHT/ 56021 06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205 NOVATO, CA 1 F T W W 3 1 P 7 6 E 09/27/07 MO: 24871 3 TOTALS-----JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL JOB# 4 CHARGES ----BRAKE NOISE

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 INTERNITTENT SQUEAL OR GROWN WHEN BRAKES ARE APPLIED THIS IS CONCIDERED NORMAL. NO PROBLEM FOUND. INTERNAL J# 4 40F0Z07 JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00 SUBLET TECH(S):9999
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. 5+70FOZ 0.00 TOTAL - SUBLEY SUBLET 168.75 JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 168.75 ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$175.00 (+TAX) HAS RENTAL

PACE 2 OF 3

CUSTOMER COPY

(CONTINUED ON NEXT PAGE) 03:58pm

P828/38

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

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		1		09/27/07	
	E# 99P				MO: 24871
TOTALS	***************************************			1.0	
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* [] VISA [] MASTERCARD [] DISCOVER	* * *	TOTAL G.O.G TOTAL MISC CHG. TOTAL MISC DISC	168.75 0.00 0.00 0.00	18.0	
* [] ANER XPRESS [] OTHER [] CHARGE	*	TOTAL TAX	0.00		
**************	TC	TAL INVOICE \$	168.75		
THANK YOU FOR YOUR BUSINESS!!					
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CUSTOMER SIGNATURE					

PAGE 3 OF 3

CUSTOMER COPY

[ END OF INVOICE ] 03:58pm

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Págá 1 of 1

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

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STEERING CONCERN CUSTOMER STATES AFTER HAVING STEERING WHEEL TURNED AND THEN ACCELORATING STEERING WHEEL LOCKED AND WOULD NOT RETURN.   ** 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 ATTENT TO CONFIRM WHILE DIAGNOSING ABOVE LINES.  ** A CODE: 07715 CUSTOMER STATES FEELS VIBRATION UNDER DRIVERS FLOORBOARD WHEN DRIVING AT FREEWAY SPEEDS, THE FASTER YOU GO THE MORE YOU FEEL IT. COULD NOT CONFIRM WHILE DIAGNOSING ABOVE LINES.  ** A CODE: 07715 CUSTOMER STATES FEELS VIBRATION UNDER DRIVERS FLOORBOARD WHEN DRIVING AT FREEWAY SPEEDS, THE FASTER YOU GO THE MORE HEALTHOUGH WHILE DIAGNOSING ABOVE  ** SHOO ** SAND STATES**  ** A CODE: 07715 CUSTOMER STATES FEELS VIBRATION UNDER DRIVERS FLOORBOARD  ** SHOO ** SAND STATES**  ** A CODE: 07715 CUSTOMER STATES FEELS VIBRATION UNDER DRIVERS FLOORBOARD  ** SHOO ** SAND STATES**  ** A CODE: 07715 CUSTOMER STATES**  ** CODE: 07715 ** CUSTOMER STATES**  ** A CODE: 07715 ** CUSTOMER STATES*									_	-			
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ACCELORATING STEERING WHEEL LOCKED AND WOULD NOT RETURN.    * 45FOZ03	CUS	STOMER STA	TES AFTER HAVI	NG STEERIN	G WHEEL	TURNED	AND THEN		ē 1	TUNE US	PECYL		
* 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 ATTENT TO CONFIRM WHILE DIAGNOSING ABOVE  LINES.    ** A CODE: 07715   PARTY	ACC	CELORATING	STEERING WHE	EL LOCKED A	AND WOU	LD NOT R	ETURN.	-					
S SERVICE COOLING  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.  S SERVICE COOLING  S SOUR S			14.			U.							
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YOU FEEL IT. COULD NOT CONFIRM ON ROAD TEST WITH SERVICE MANAGER, BUT WILL ATTENT TO CONFIRM WHILE DIAGNOSING ABOVE LINES.  HAZARDOM What is any being legally transported, stond and register  P. S. A CODE: 07715  CHANGE AND PROPRIATE COM  SUBMIT CLAMS  AUTHORIZATION TO SUBMIT CLAMS  AUTHORIZATION TO SUBMIT CLAMS  ON DEPARTS  ON	CUS	TOMER STA	TES FEELS VIBR	ATION UNDE	R DRIVER	S FLOORE	BOARD		-	_	ENT		
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CLAIMS REVIEW  SUBMIT CLAIM  SUBMIT CLAIM  FORTY  MODIFIED  TO SUBMIT CLAIM  SOUTH TO SUBMIT CLAIM  CH DEHALF OF SUBMITION DOLD IR. HAS MEST CORREST ON THE REPORTATION DOWNERS AS TO CHARM IN THE SUBMITION OF THE SUBMIT	LINE	ES.					-						60 0
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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 NOVATO, CA 1 F T W W 3 1 P 7 6 E 10/08/07 MO: 25235 JOB# 1 CHARGES -----STEERING/SUSPENSION TECH(S):1175
CUSTOMER STATES WHEN GOING IN AND OUT OF DRIVEWAYS, HEARS
NOISE FROM FRONT OF VEHICLE. CONFIRMED ON ROAD TEST. ALSO
DUPLICATED WHEN MAKING SMEPING LEFT TURN IN INTERSECTION.
CONFIRMED NOISE VERY INTERNITTENT. CHECKED AND RETORQUED ALL
MOUNTS AND SUSPENSION. REPOSITIONED SWAY BAR LINKS. ROAD
TESTED COULD NOT DUPLICATE NOISE AT THIS TIME. JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL JOB# 2 CHARGES-----STEERING CONCERN TECH(S):1175
CUSTOMER STATES AFTER HAVING STEERING WHEEL TURNED AND THEN
ACCELORATING 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
NANAGER. WARRANTY WARRANTY WARRANTY 0.00 JOB# 2 TOTALS-----JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL JOB# 3 CHARGES-----SUSPENSION CONCERN

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. 3 45F0Z03 INTERNAL 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 FOCS JOB# 3 TOTAL 0.00 PAGE 1 OF 2 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 03:03pm PE32/38



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

22984	JOSEPH GALILEO	1052	9116	10/09/07	FOCS77831
	8864	999	25,222	OXFORD WHT/	56021
NOVATO, CA	06/FORD TRUCK/S-L	TY F-350 SF	RW/CREW C	09/02/06	205
	1 F T W W 3 1 P	7 6 E			
				10/08/07	
	E# 99P				мо: 25235
TOTALS			•••••	1.0	
* [] CASH [] CHECK CK NO. []	* TOTA * TOTA	L LABOR L PARTS L SUBLET L G.O.G	0.00 0.00 0.00 0.00		
* [] VISA [] MASTERCARD [] DISCOVER  * [] AMER XPRESS [] OTHER [] CHARGE	* TOTA	L MISC CHG. L MISC DISC L TAX	0.00		
**************	TOTA	L INVOICE \$	0.00		
THANK YOU FOR YOUR BUSINESS!!				Y- 1	
CUSTOMER SIGNATURE	E INVOICE **	*****	******		

PAGE 2 OF 2

CUSTOMER COPY

[ END OF INVOICE | 03:03pm

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## **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 1-866-506-2222 NOVATO, CALIFORNIA 94945 B.A.R. REG. # AD109228

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

DATE   REPAIR ORDER   MILEAGE   ADVISOR   TECHNICIAN   TYPE   OPERATION   OPERATION DESCRIPTION	NO. 528 GATE 27/07 VO. To Other majorial
DATE REPAIR ORDER MILEAGE ADVISOR TECHNICIAN TYPE OPERATION OPERATION DESCRIPTION  07/30/07 75964 21190 1182 1231 W 45F0Z STEERING/SUSPENSION  06/20/07 74956 18605 1273 1231 W 45F0Z STEERING/SUSPENSION  08/20/07 74956 18605 1273 1231 W 45F0Z STEERING/SUSPENSION  9999 1 13F0Z ENGINE DIESEL  800Y ELECTRICAL  1231 1 51F0Z BOOY ELECTRICAL  1231 1 51F0Z BOOY ELECTRICAL  AIRBAG  SALESPERSON NO. 1263 S E R V I C E STATE REG# 3  VENICLE LO. NO. 1263 S E R V I C E STATE REG# 3  VENICLE LO. NO. 1263 S E R V I C E STATE REG# 3  VENICLE LO. NO. 1264 S STATE REG# 3  VENICLE LO. NO. 1265 S E R V I C E STATE REG# 3  VENICLE LO. NO.	528 547E 27/07 40. 508
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SALESPERSON NO. 1263  SERVICE STATEREG#3  VENCISED NO. 1263  SERVICE STATEREG#3  VENCISED NO. 1263  SERVICE STATEREG#3  VENCISED NO. 1263  VENCISE	228 27/07 27/07 20. 508
VEHICLE 1.0, NO. 1FTWW31P76E  VEHICLE 1.0, NO. 06/FORD TRUCK/S-DTY F-350 SRW/CREW  06/FORD TRUCK/S-DTY F-350 SRW/CREW  06/FORD TRUCK/S-DTY F-350 SRW/CREW  09/02/06  0	228 27/07 27/07 20. 508
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COSTONICA NO. 2984 DELIVERY MADE DELIVERY MADE DELIVERY MADE 2984 D9/02/06 205  COLOR OSTORD WHT/MD FLT  NOVATO, CA  NOVATO, CA  NOVATO, CA  NOVATO, CA  NOVATO, CA  TURBO IMMC AIR COMO, R.S. TRANS MILEAGE ADVISOR NO. 105EPH GALILEO  I hereby authorize the reper war thomas set torist to be done by you. 100ENA with the furnishing by you of the recessary parts as meleval of such in pace, and operate that you are not responsible for any debyes careably in connection with such inpace, and operate that you are not responsible for any debyes careably in connection with such inpace, and operate that you are not responsible for any debyes careably in connection with such inpace, and operate that you are not responsible for any other person to assume for you any facility or debyer of your any facility in connection with such inpace, and operate any other person to assume for you any facility in connection with such inpace, and operate mechanics and such within the facility of the debyer of the such within the facility of debyer or other causes beyond your of the such within the facility of the such within the facility of debyer or other causes beyond your other person to be approached for the such within the facility of the person of the such in the such within the facility of the such within the fa	27/07 vo. 508
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I hereby authoritis the reper war i bonsin set toth to be done by you together with the furnishing by you of the necessary parts or instelled for such inpair, and operating the part of responsible for any delays cased by unsufficiely or delayed evaluability or part of the recessary parts or instelled for such inpair, and operating the part of responsible for any delays cased by unsufficiely or delayed evaluability or part of part of the part of t	nd other meterial
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LABOR RATE May operate the above winds on street, highways or elsewhere for the purpose of leating army winds.	ployees
D Wei	- "
Q № E# 99P	_
INSTRUCTIONS ON WORK TO BE DONE	
ORIGINAL COSTOMER ESTIMATE: TOTAL N 4KASPEA MIRA	
X 3K AS PER MENU	_
UN TAK AS PER NEMU	
COMMENTS: HAS RENTAL ON 20K AS PER MENU	
1 1 * 45FOZ STEERING/SUSPENSION OF 28KAS PER MENU	
CUSTOMER STATES WHILE DRIVING AND VEHICLE HITS BUMP OR POT	
HOLE OR LANE MARKERS DOTS STEERING WHEEL SHUDDERS AND FLOOR 3 30K AS PER MICHAU	
VIBRATES.	
COSTOMER THINKS MORE SO FROM LEFT SIDE.	-
☐ TUNE MP 8 CTL	181
2 1* 45FOZ10 SUSPENSION NOISE 5 22 PT. NSPECTION	-
CUSTOMER STATES GOING IN AND OUT OF DRIVEWAYS HEARS CLANKING TRANSMISSION SERVICE	
NOISE FROM FRONT OF VEHICLE.	_
2 suca	
S ALGUMENT	-
3 1 * 45FOZO3 SUSPENSION CONCERN Wazardous Visate Disposal Fox: Used Motor Oil & for Used Anti-treats in	
CUSTOMER STATES STEERING WHEEL OFF CENTER TO THE RIGHT. http:// http:/	led.
P & A CODE: 07715 CHECK IN APPROPRIE BOX	
GLAMS AUTHORIZATION TO PARTS REVIEW SUDNIT CLUM BCRAP OL	7
4 I 40FOZ07 BRAKE NOISE	- 1
CUSTOMER STATES HEARS BRAKE SQUEAK FROM RIGHT FRONT AND RIGHT FRONT WHEEL WILL LOCK UP ON HARD STOPS.	
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PAGE 1 OF 1

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## FORD OF MARIN

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



ARD# AH241097

CAD# 98-0884746

37208	3	VICTOR R. N	AIRAL	324	2279	09/27/07	FOCS6536
			1	MOLEAG		WHITE/	STOCK HO.
	1 1 7	VEAR / MANE / MODEL	Jan In	= 250 =		DELIVERY DATE	DELVERY NILES
NOVATO, CA		06/FORD TRE	200		KW/CKEW C	SELLING DEALER NO	PRODUCTION DATE
		1 FTWW	3 1 P 7 6	IRO, NO.		R. O. DATE	LILES OUT
						09/21/07	
YES THE DISTRICT	BUSINESS PHONE	COMMENTS	1				мо: 247
OB# 1 CHARGES							
ABOR	USPENSION CONCERN STATES WHILE DRIVING AT PHICHER IN TOWN SPEEDS, BUREL, VEHICLE SHAKES VIOLENT WICK, MODIFIED. NO FORD PAGE.	TECH(S) REEWAY SPEEDS HO P HIT IN ROAD WI LY. 71 ROAD TEST RTS IN FRONT END	):71 DST NOTIC- ITH DRIVERS TED D. HOTLINE	,	INTERNAL		
OB# 1 TOTALS							
	J08# 1	JOURNAL PREFIX	FOCS .308#	I TOTAL	0_00	1	
OB# 2 CHARGES	J08# 1	***************************************					
AEOR	USPENSION NOISE STATES KLUNK NOISE HEARD	TECH(S)	):71 S. 71 ROAD		INTERNAL		
LIFTED TH	RUCK, MODIFIED. HOTLINE CO	INTACTED.					
06# 2 TOTALS							5-1
08# 3 CHARGES	J0B <b>#</b> 2	JOURNAL PREFIX	FOCS JOB#	2 TOTAL	0.00		
MII FAGE	STATES VEHICLE HAS LACK O				INTERNAL		
HODIFIED	OWER NOT DUPLICATED. HOWE NO CAT. BIGGER EXHAUST	YER EARDS! THIS E	DECIA				
08# -3 TOTALS		***********		4			
08# 4 CHARGES	J08# 3	JOURNAL PREFIX	FOCS JOB#	3 TOTAL	0.00		
ABOR	RAKE CONCERN STATES RIGHT FRONT BRAKES VEHICAL	TECH(S) GRABS/LOCKS UP	):71 WHILE		INTERNAL		
OB# 4 TOTALS							
OB# 5 CHARGES	J0B# 4	JOURNAL PREFIX	FOCS JOB#	4 TOTAL	0.00		
ABOR	ENTAL L	TECH(S)	:12		WARRANTY		
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AGE 1 OF 3	CUSTOMER COPY	- 1	CONTINUED ON	NEXT PAGE	3 03:54pm	Bergmahle and stepare	

P835/38

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

# SERVICE INVOICE

ARD# AH241097

CAD# 98-0884746

3720	. 8	VICTOR R.	MIRAL	324	2279	09/27/07		65363
			LICENSE NO	MILEAC	24,763	WHITE/	STUCK NO.	
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619 E. Francisco Blvd. San Rafael, CA 94901 415-453-4220 415-453-2199 Fax

SERVICE INVOICE

ARD# AH241097

CAD# 98-0884746

37208		VICTOR R.	MIRAL	324 Z	279	09/27/07	FOCS65363
			LOSSIES NO.	MILEAGE		WHITE/	STOCK NO.
		VEARINANE I MODEL	UCK/S-DTY F			DELIVERY DATE	DELIVERY WALES
NOVATO, CA		VEHICLE LO. NO.				SELLING DEALER NO.	PRODUCTION BATE
		FT.E.NO.	31P76	E IO. NO.		A.O. DATE	MILES OUT
waste free a total	BUSHESS PHONE	COMMENTS				09/21/07	
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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.

#### **BBB AUTO LINE**

October 22, 2007
Re:FCLC1 FRD0756716: 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 of if I may be of help.

Sincerely,

Donna Patterson at Extension 506

### **Customer Claim Form**

Contact Date: 10/20/07	Start Date:	Ca	ase Number: FRD0756716
Have you contacted the mfr re			dispute resolution provider?
Have you previously filed a cla □ YES 図 NO	im on this vehicle with	the BBB or another	dispute resolution provider?
If yes, name of provider:		Date:	
Case Number:		_	
Citled Owner(s) Name&Add	Irocc		
	N		
LOS ANGELES, CA			
Day Phone:	Evening P	hone:	Cell Phone:
Fax Number:	E-mail Ad	dress:	
Customer Contact Info:			
Vehicle Information	and the same		
Name(s) of individual(s) or		ar on vehicle title	
Vehicle Use: □Personal □Bus			
Percentage of time vehicle use	a for business purpose	25:	
Transmission Type: Number of vehicles registered	in California by wahiely	owner/lesses	
	odel: F-350		Current Mileage: 0
Vehicle Identification Number:		Model rear. 0	current mleage; 0
Servicing Dealer/City/State: N		N MERCURY NOVA	TO CA
Selling Dealer/City/State: 1		IN MERCORI, NOVA	TO CA
nsurance Carrier :_		Dr.	olicy Number:
las vehicle been in an acciden	st/had body damage?		ate of accident:
Description of Damage :	ig nad body damage.	10 A 5	ate of account.
Purchase Date: Mile Purchase Date: Mile Purchased As : □ New □ Us Is the vehicle in your possession Lienholder's Name:	on?	Leased As : N N Is the vehicle in Leasing Compa	
Signature of Titled Owner(s)/L I am submitting this dispute fo	5.01.15(1)	Date	and Lagrage to arbitrate the
dispute under BBB AUTO LINE	Arbitration Rules.	AOTO LINE program	n, and I agree to arbitrate the
Return the Form to: BBB AUT	O LINE, 4200 Wilson B	lvd., Suite 800, Arlin	gton Va, 22203-1838
	and the state of the		
4200 Wilson Boulevard, S	Council of Better Bu Suite 800 · Arlington, VA · 2:	isiness Bureaus, Inc. 2203-1838 · Phone 800.9	55.5100 · Fax: 703.247.9700

PE13-014 000605LCPV

#### **Customer Claim Form**

Customer Name: Mr.			Case Number: FRD0756716
Vehicle Concerns			
First Repair Attempt	Date:	Mileage: 0	
Last Repair Attempt	Date:	Mileage:	

Total Days out of Service:

Problems - Please list your <u>primary</u> concern first	Servicing Dealer(s)	Current? Yes / No	# of Repair Attempts	Repair Date(s)	Mileage on Date(s)	Days Out of Service
			7			

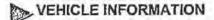
Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

AA A TT TT DAA 700000 ADOO

OASIS RESULT: 1FTWW31P76E

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11/19/2007 08:42:22 FCXWS446



VEHICLE DESCRIPTION 2006 F-SERIES

TRANSMISSION

PASSO CREW CAB 4X4

AXLE CODE

3L

ENGINE 6.0L DIESEL DI V8 ENGINE CALIBRATION 6F710D0A

TORQSHIFT

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

OUTSTANDING FIELD SERVICE ACTIONS

NO CAMPAIGN MESSAGE(S) FOUND

EXTENDED COVERAGES

0994 - USA 2006 NEW 60/60,000 PTRAINCARE W/ROADSIDE

STANDARD DEDUCTIBLE: 100 USD

OWNER NAME: J

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: 077831

ODOMETER: 025222M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION	CONDITION DESC
F7AZ 3F823BA		002	3504A	41	STICKS/BINDS/GRABS
7C3Z 3504A	GEAR ASY-STEERING	001	3001A		
3888985		002	3001A6		

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

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

07/30/2007

**DEALER:** Novato Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: 075964 ODOMETER: 021190M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION	CONDITION DESC
6C3Z 3504A	GEAR ASY-STEERING	001	3504A	33	LOOSE PART
F7AZ 3F823BA		006	3001A		
3888985		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: 075964

ODOMETER: 021190M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION	CONDITION DESC
RECAL	ECC PROCESSOR RECAL	000	12650D	42	DOES NOT OPERATE PROPERLY
11/2		000	12650DX1	limited and	
		000	12650D45		
Description		000	MT12A650		

REPROGRAMED TOM, WITH NEW UPDATE, TEST DROVE WITH SERVICE MANA GER, 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: 074956

ODOMETER: 018600M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION	CONDITION DESC
5C3Z 3E652A	BRACKET -STRG SHOCK	001	3651A	07	IMPROPERLY ADJUSTED/FITS POORLY
5C3Z 3E651D	ABSORBER-STEERING SH	001	12651D		
OSP		001	12651DX1		
	11 11 11 11 11 11 11 11	000	12651D2	Tarana and	

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: 072693 ODOMETER: 012356M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION	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 TE STED OK

12/08/2006

DEALER: Novato Ford Lincoln Mercury

WARRANTY CLAIM NUMBER: 069977

ODOMETER: 003836M

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

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

1 age 3 UL 3 3001A1 FOUND STEERING BOX OUTPUT SHAFT HAD EXCESSIVE PLAY, REPLACED STEERING BOX, B LEED AIR OUT OF SYSTEM. ROAD TESTED OK Click Here for Full Warranty History END OF OASIS REPORT FOR 1FTWW31P76E Report Applies to Country Code: USA

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

Tr. Darren FROM: DAT: 10.23.07 FAX: DARRENhasthe registration in his truck.

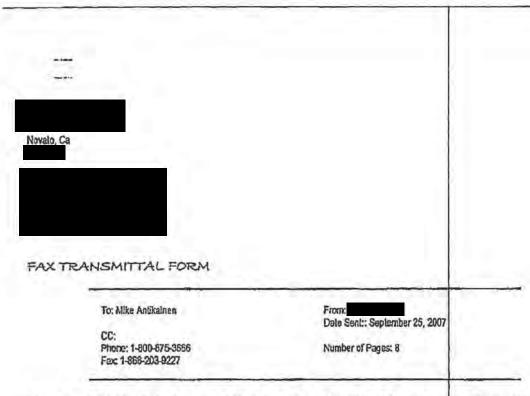
I will fax that later. Thanks,

Release of	Lien Information	2		
		, he e	by authorize	e
FORD MOTOR C	Redit		-	
Overnight Address (not P.O. Box	x)		3	
Address			<del>-</del>	
J-800-727-700 Phane Number	0	to release	any	
and all information regarding my loan	account#			
		Account Number		
for <u>IFTWW31P76E</u> Vehiclo Identification Number (VIN)	F	ord Hotel	R CORP	4
including but not limited to a complete				
payon amount, merest paid to date, is	ate charges, and p	ser djem injon	nadon.	
orginalizie 10 - 15 0 1	Signatura Date	per alem inton	nadon.	
payoff amount, interest paid to date, la	Signatura	per alem inton	nadon.	
orginalizie 10 - 15 0 1	Signatura Date	per diem inton	nadon.	
orginalizie 10 - 15 0 1	Signatura Date	per diem inton	nagon.	

		RETAIL	INSTA	L'EMENT SALE	CUNTHAL	1-	DIMPLEMENT	24.346.0160	······································
tealer Nu	mber		_ Con:	ract Number		_ F	O.S. Number	4	Stock Number
200	IN OTAL	RIL CA		ncluding County an			MOVATO FORÚ 6095 REDNOG 6097 REDNOG 6004TO CA 9	3 8LVD	6.*
u, the 8 reament large acc	uyer (and ) s on the in cording to the	Co-Buyer, if an ont and back of he payment sch	y), may bu this contr sdule belo	ny the vehicle belor ract. You agree to p w. We will figure you	or for cash or or bay the Creditor or finance charge	- Sal	fil. By signing this con er (sometimes "we" or daily basis. The Truth-i	tract, you choo "us" in this co n-Lending Disc	se to truy the vehicle on credit under tract) the Amount Financed and Fina osures below are part of this contract.
New I	Yoar	Byald Book bos		Odometer	1		Nification Number	Prin	nary Use For Which Purchased
ri5-i	2.006	FOREY TRI	350	265	IFTX	131	786	4.44	i, family or household s or commercial
_		FEDERAL"	TRUTH-	IN-LENDING E	DISCLOSUR	ES		STA	TEMENT OF INSURANCE
PERCE RA The c your or a year	VUAL ENTAGE ATE: cast of redit as ily rate.	FINANC CHARG The dails amount th credit will cost you  \$	E	Amount Financed The amount of credit pravided to you'r on your behalf. \$3910.37	Total of Payments The amounty will have paid you have mad payments a scheduled S 53510	you after a all s	Total Sale Price The total cost of your purchase on credit, including your down payment of S. 67 Mile S. 63997 3 (a) creans an estimate	s RIA	
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12	Payment Payment	_	14	19.75 N/A			nlog 1/1:17/26/11		surance Premiums S U
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1 2	. Cash Price 2. Cash Price 1. Cuher (Nor Describe	a Vehicle o Accessorias nlavable)		s -3762. s 3775.	25 30 (A			Applicati	e is checked believe politicis or certificates from e companies will describe the terms and concludes ion for Optional Credit Insurrance or . [3]: Buyer . [5] Co-Buyer . [5] Both ability (Buyer Only)
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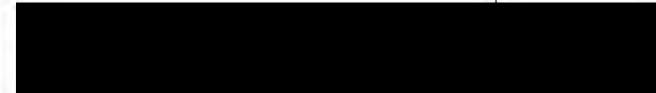
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D. Other 1674 E. Other	s 8/4(0) s 8/4(a)	SEEN A	DOCTOR OR CHIROPRACTOR IN THE
E. Other	\$ 57.5(e) \$ 339.75 (2)	Couprest 6	MONTHS (Refer to 'Total Disabilities Not in your policy for details).
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VIN 01LA/6224		charge liy	rediscret to the state of the charge is shown
B. Less Prior Gradii or Leasa Balanco	3 <u>v</u> (8)	it provides.	the a part of this compact.
C. Net Trado-la (A less 8) (indicate il e negative nuo	bei) S -413_30(C)	· Term _	
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E. Namiaciurer's Rebate	s 500.00(E)	TOD Wan	to buy a gap contract.
F. Other III A	\$(F)	Buyer X	
G. Cash	S	OPTIONA	L SERVICE CONTRACT(S) You want to
Total Downpayment (C through G)	s 27.60 (6)	purchase i	he service contract(s) writer with the following is) for the time(s) sharet below for the charge(s) om 1J and/or 1K above.
(If regaling, get or zero on time 6 and enter the construct lass to	an zoro as a positiva municir on tire (L above)	Shown in it	em 1J and for 1K above.
7. Amount Financed (5 less 6)	\$ <u>.82910 37</u> (7)		A Company of the Comp
'Seller may keep part of those amounts.		17 Coubse	WARE WAR STREET ASTE LINES
SZILENASSSTEDLUM	AUTO BROKER FEE DISCLOSURE	TK Compa	B /
BUTER MAY BE REDUCED TO PLENGE SECRETAY FOR THE LOJA, AND MILL BE CRUTATED FOR THE HISTALLIEST RAYMENTS ON BOTH THIS RETAIL INSTALLIEST SALE CONTRACT AND THE LOAK.	If this contract reflects the retail sale of a	Term_	h / A Mos. or 15 A Miles
RETURN NOTICEMENT SALE CONTRACT AND THE LIDAR.	new motor vehicle, the sale is not subject	Buyer X_	MOS. DI WOES
Proceeds of Loan From: 112 A	to a fee received by an autobroker from us	pojet n.	
Amount S Finance Charge S	unless the following box is checked:		S CONTRACT CAN BE CHANGED.
Total S Payable in N/A	Name of autobroker receiving fee, if		ract contains the entire agreement
Installments of 5	applicable:		you and us relating to this contract, nge to the contract must be in
from this Loza is shown in item 612	628		d both you and we must sign it. No
	hand the section of the Polland West of Principles of the section	oral char	ges ate binding
	here, the provisions of the Seler's Right to Cancel section on a to assign this contract to a financial institution will apply.	Buyer Signs	k
X	х.	Co-Buyer St	
Buyer	Co-Buyer	2	
OPTION: You pay no finance charge If the Amount F			PATERON NUTLE
		, 16	SRIER'S INTULS
THE ETHERUTE PUELIC LIABILITY BISURANCE LIAITS I HOT YOUR CURRENT HISURANCE FOLICY VILL COVERYOU HARVEIG:	Provided in lant linst be liet by byery person who p ir newly accurred vehicle in the event of an accident	YOU SHOULD C	PNITACT YOUR INSURANCE AGENT.
YOUR PRESENT FOLLOY MAY MOT COVER JOY LISSON	DALVASE OR CLAY L'OT PROVIDE FOR RULL REPLACEMENT FOR COLLISION DRINGE HAY BE AVAILABLE TO YOU THEO	COSTS FOR TH	E VEHICLE BEING PURCHASED, IF YOU DO
THE UNPAD SALANCE RELIEVES ATTERTIE VEHICLE HI	is been repossessed and bold. You in the event of loss on danage to your vericle, yo	is one the	SALER GOOKES OF TO THE ABOURT OF
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given a true payoff amount on the vehicle traded in. If the	h and accuracy of the information provided by you in convec ne payos amount is more than the amount shown above in sithan the amount shown above in hem 68 as "Prior Credit	rem 6B'as "Pri	or Credit or Lease Balance," you must pay
Seller the excess on demand: If the navolt amount is les	s than the amount shown above in item 68 as "Prior Credit	or Lease Balan	e," Seller will refund the delerence to you,
Buyer X	Co-Buyer X	h Tadial	
Notice to buyer: (1) Do not slow this agreement by		be filled in 10	You are entitled to a completely filled
in copy of this agreement. (3) You can prepay the	efore you read it or if it contains any blank spaces to full amount due under this agreement at any time. (4)	f you default	h the performance of your obligations
under this agreement, the vehicle may be repossed	ssed and you may be subject to sult and liability for the	unpaid indeb	edness evidenced by this agreement."
Il you have a complaint concerning this sale, you should t	y to resolve it with the soller.	7 - 7	
Of MOTOR Venicies, or any complication themself.	methods by the seller may be referred to the city ollomey,		
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n copy of this agreement. (3) You o under this agreement, the vehicle n	before you read it or if it cont an prepay the full amount due under this a nay be repossessed and you may be subjec	greement at any time, (4) t t to suit and Bability for the	unpald bade	of the performance of your obligations of the performance of your obligations.
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Buyer Signature X	O 30/20/66 Pard -	A Dimme Claustuse V	X-1	No.
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Message: Hí Mike ít 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 ít. 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 volded 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,



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TECHNICIANS

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R Make Ucense Color Advisor Ext.  619 E. Francisco Blvd. San Rafael, CA 94901 415) 453-4220 Fax (415) 453-2199  BAR# AH241097 CAD # 9808847  Fax (415) 453-2199  Fax (415) 453-2199  Fax (415) 453-2199  Fax (415) 453-2199  Fax (415) 45								_		
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6995 Redwood Blvd., Novato, CA 94945 (415) 895-3000 (800) 659-5552

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

22984		SHAWN MATE	HEWS	1182	6621	08/02/07	FOCS75964
			8864999	1	21,190	OXFORD WHT/	56021
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PAGE I OF 1	CUSTOME	RCOPY	[ END C	F INVOICE	103:58om		



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

PAGE 1 OF 2

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

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22984	F	RAN LENAERTS	1046	1535	12/08/06
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ISCCODEDESCI FOC FREE 1HA4 LOF )	RIPTION OIL CHANGE HAZARDOUS WASTE		NOAL - HISC	INTERNAL INTERNAL 0.00	
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ARTS	DESCRIPT 04-A GEAR ASY 04-A CORE RETI 823-AA FLUTO -	ION	UNIT PRICE-	HARRANTY HARRANTY WARRANTY 0.00	
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		IRNAL PREFIX FOCS JOB		0.00	
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CUSTONER COPY

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

22984

NOVATO, CA

FRAN LENAERTS

1046 1535 12/08/06

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3,836 OXFORD WHT/

56021

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

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12/08/06

MO: 3845

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THANK YOU FOR YOUR BUSINESS!!

CUSTCHER SIGNATURE

DUPLICATE INVOICE

FAGE 2 OF 2

CUSTOMER COPY

[ END OF INVOICE | 03:58pm



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

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

22984

NOVATO, CA

FRAN LENAERTS

5032

03/26/07

FOCS72593

12,366 OXFORD WHT/

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

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

B.A.R. #: AD109228 P & A CODE: 07715 EPA# CAL000295125

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22984		FRAN LENAERT	s 1045	5032	03/26/07	FOCS72
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PAGE 2 OF 2	CUSTOMER COPY		END OF INVOICE	1 03:58pm		

END OF INVOICE 103:58pm



6995 R: . Evod Bivd., Novalo, CA 94945 (415) 89.23000 (800) 659-5552

PAGE I OF 2

CUSTOMER COPY

B.A.R. #: AD109228 P & A CODE: 07715 EPA# CAL000295125

22984 FOCS74956 JENNIFER ENGLAND 1273 4750 06/29/07 8864999 18,600 OXFORD WHT/ 56021 06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 205 NOVATO, CA 1 F T W W 3 1 P 7 6 E 06/20/07 MO: 18605 JOS# 1 CHARGES .... STEERING/SUSPENSION TECH(S):1231
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. HARRANTY DESCRIPTION.....UNIT PRICE-BRACKET 176030 DAMPER ASY 223470 D99 PRICE DIFF WARRANTY TOTAL . PARTS 0.00 JOB# 1 JOURNAL PREFEX FOCS JOB# 1 TOTAL 308# 2 CIARGES ..... ENGINE DIESEL TECH(S):9999 CUSTONER STATES HES ONLY GETTING 7 MILES TO THE GALLON CHECK AND ADVISE 1480R-----INTERNAL UNABLE TO YERUFY CONCERN JOS# 2 TOTALS------JOS# 2 JOURNAL PREFIX FOCS JOS# 2 TOTAL JOS# 3 CHARGES.... BODY ELECTRICAL TECK(5):1231 CUSTOMER STATES YOU HAVE TO PRESS AND HOLD THE REMOTE BUTTON SEVERAL TIMES BEFORE IT HILL WORK CHECK AND ADVISE INSPECTED FOR CUSTOMERS CONCERN, UNABLE TO VERIFY, WORKS OK INTERNAL EACH TIME. HISC-----CODE-------DESCRIPTION----------------CONTROL KO------FD FREE DIAGNOSIS INTERNAL TOTAL - HISC JCB# 3 TOTALS-----JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

(COMINUED ON NEXT PAGE) 63:58pm

PE13-014 000622LCPV



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

JENNIFER ENGLAND

1273

4750 06/29/07

FOCS74956

205

8864999

18,600

OXFORD WHT/ 56021

D6/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06

1 F T W W 3 1 P 7 6 E

06/20/07

MO: 18605

THANK YOU FOR YOUR BUSINESS!!

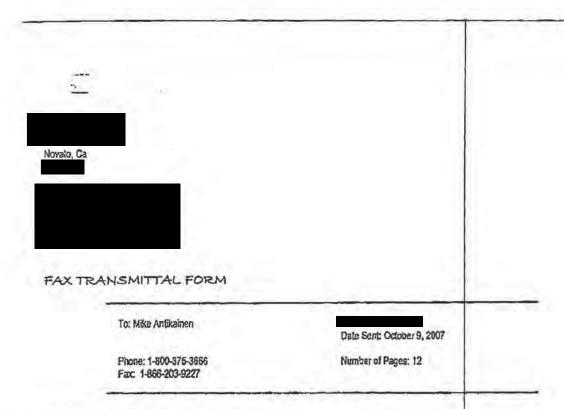
DISTONER SIGNATURE

DUPLICATE INVOICE

PAGE 2 OF 2

CUSTONER COPY

[ END OF INVOICE ] 03:58pm



#### 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 plece of work. Anyway I am on my way to Oregon tomorrow so if you have any questions please call me.

Thank you,



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

DOSEPH GALILEO 1052 8608

10/04/07

F0CS77628

8864999

24,842

OXFORD WHT/ 55021

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

205

MO: 24871

1 F T W W 3 1 P 7 6 E

09/27/07

JOS# 1 CHARGES ..... J# 1 45FOZ STEERING/SUSPENSION TECH(S):1175-1188
CUSTONER STATES MHILE DRIVING AND VEHICLE HITS BUMP OR POT
HOLE OR LANE MARKERS DOTS STEERING MEEEL SHODDERS AND FLOOR
VIBRATES.
CUSTONER THINKS HORE 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 CUSTONERS REQUEST SUBLET MHEELS AND TIRES
TO ABLE TIRE FOR TIRE REPAIR AND REBALANCE OF ALL FOUR
HAELS. REINSTALLED ON VEHICLE WITH WORN TIRES ON REAR.
ROAD TESTED GOOD.
CUSTONERS CONCERN ABOUT STEERING MAKEL VIBRATION WAEN
DRIVING OVER POT HOLE OR LARSE BUMPS IN ROADMAY IS NORMAL. INTERNAL

INTERNAL INTERVAL 0.00 JOR# 1 TOTALS-----JOBS I JOURNAL PREFIX FOCS JOBS I TOTAL 0.00 JOS# 2 CHARGES-----

SUSPENSION NOISE

CUSTOMER STATES GOING IN AND OUT OF DRIVENAYS REARS CLANKING NOISE FROM FROMT OF VEHICLE.
CHECKED IN AND OUT OF DRIVENAYS AT ALL SPEEDS. ROAD TESTED OVER SPEED BUMPS SEVERAL TIMES. COULD NOT CONFIRM CUSTOMERS CONCERN.
CHECKED ALL BALL JOINTS. STEERING EEAR, AND ALL FROMT END COMPONENTS INCLUDING RHEEL BEARINGS ALL OK. NO PROBLEM FOUND. J# 2 45F0Z10 INTERNAL

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL JOSÉ 3 CHARGES

0.00

INTERNAL

SUSPENSION CONCERN TECH(S):9999

CUSTOMER STATES STEERING MEEL OFF CENTER TO THE RIGHT.
CEMTERED STEERING MEEL.
RUAD TESTED GOOD.

PAGE 1 OF 3

CUSTOMER COPY

(CONTINUED ON NEXT PAGE) 03:58pm



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

B.A.R. #: AD109228 P & A CODE: 07715 EPA# CAL000295125

22984 NOVATO, CA

JOSEPH GALILEO

1052 8608

608 1

10/04/07 FO

FOCS77628

8864999

24,842

OXFORD WHT/ 56

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

мо: 24871

		TF	1 M M 2 T		
NORT 2 TOTALS		EP 590			
A STATE OF THE STA	State of the state				
JOB# 4 CHARGES		JOS∯ 3 JOURNAL	REFIX FOCS	J08# 3 1	TOTAL D.
RIGH ROAD NO L	BRAKE NOISE  TOMER STATES HEARS BRAKE IT FRONT WHEEL WILL LOD I TESTED COULD NUT CONFI OCK UP. TOURING MORNAL I AN INTERNITTENT SQUEAR IS CONCIDERED NORMAL.	E SQUEAR FROM R K UP ON HARD ST IRH, PANIC STOP DPERATION, BRAK L OR GROAM MEN	OPS. PED VEHICLE E SYSTEMS HAY PRAKES ARE A		INTERN
JOB# 4 TOTALS					
JOB# 5 CHARGES-		OCR# 4 JOURNAL	PREFIX FOCS	JCB# 4 T	OTAL 0.
TECH CUPP REQU REBA	SUBLET I STATES RIGHT REAR TIRE FED AND OUT OF BALANCE O ESTS SUBLET TO ABLE TIR LANCE ALL 4 TIRES, ET TO ABLE TIRE FOR REF	E HAS NAIL IN I DUE TO LACK OF I RE FOR TIRE REP	T. FRONT TIRE ROTATION, CUS AIR AND TO	S ARE	0.
539/6	VEND LNV#-INV.DATE 120998 10/03/07	REPAIR TIRE/B	AL. ALL 4	TOTAL - 5	168.
JO8₽ 5 TOTALS	***************************************			SUBLET	168.
		3089 S JOURNAL	PREFIX FOCS	JCE# 5 T	UTAL 168.
ESTINATE	CKNOWLEDGES RECEIVING ESTIMATE OF \$175.00	(+TAX)			

PACE DOES

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 03:52pm



6995 Redwood Blvd., Navato, 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	FOCS77628
	88649	99	24,842	OXFORD WHT/	56021
NOVATO, CA	06/FORD TRUCK/S-DT	Y F-350 S	RW/CREW C	09/02/06	205
4070	1FTWW31P7	6 E			
				09/27/07	
	EF 99#				MO: 24871
TOTALS	***************************************	***********			
* [] CASH [] CHECK CK NO. [ ]  * [] VISA [] MASTERCARD [] DISCOVER  * [] AHER XPRESS [] OTHER [] CHARGE  THANK YOU FOR YOUR BUSINESS!!  CUSTOMER SIGNATURE	# 107AL # 107A	DBOR PARTS SUBLET G.O.G KISC OHG, HISC DISC TAX NVOICE \$	9.00 0.00 168.75 9.00 0.00 0.00 0.00		

PAGE 3 OF 3

CUSTOMER COPY

[ END OF INVOICE ] 03:55pm

Fredricks Co.	\$4.V	Able Tire 7090 Rod- Newton 0 (415) 89 BAR #AJOR-003-23	rest Paus	Esta 1	1	olca#120998
NOVATO FORD 8595 REDWOOD P.O. BOX 2559 HOVATO DA -25			1118			Printed at 9:15:20 Am on woday, October 04, 2007
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	CARRY OUT					
		Welcome. We apply	eciela your it	esinesa.		·
PAID BY Account \$185.00			Parts Labor Freight Other FET	\$0,00 \$135,00 \$0,00 \$0,00	TOTAL	\$0.00 \$125.00 \$0.00
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م الله مدين من عسميه و به با سميل که اله ميزي و دا د مهم الري ويسيك المسيد مدين المرد ميزي كو ر	उन्हार कि जेने पूर्व कि व्यक्तिक है। है। बाध्याक में के जिस्त द्यार है है कि के बेटार	end bendin programmentelete. Hand o ben en derrote in mende in entere i faministen I street to per comp et end faministen bendin de top cases fo de bendin bendin de top cases fo 3 Olfre el faministen bendin half be form	nette i manimità de nette i dependenti			
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NOVATO FORD 6995 Redwood Bivd. 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. # AD109228

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

OPERATION	SERVICES OPERATION DESCRI	IPTION   MO.	AN II TO	TAL ) OF	ERATION				CAL ORDAY DESCRIPTION	MO/MI	TOTAL
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Poembori I ve Lis E# 99P	pm 10/09/07	06:00pm 5	Les alexand	ocus Erectiones Figh is the atoms vertices o	a seriota, vigino	sole to eq	speciment for the	e tre-box	of the training for the L		
	CUSTONER ESTINATE:	TOTAL					10 10	HAS SKAL	MUTANAN MUTANAN MUTANAN	ORK TO BE DO	NE ,
1 45FOZ	STE STATES WHEN GOI	ERING/SUSP			EARS		4 5 0 7	18KA ZKA ZAKA	PERMENU PERMENU PERMENU		
	FRONT OF VEHICL WHEN MAKING SY						9 5	SEX A STRA SECA	PERMENU PERMENU PERMENU PERMENU PERMENU		
	STATES AFTER HAV		G WHEEL			N	12 53 14 16 1	ANIA TUNE TUNE	PADYL UPADYL UPADYL UPADYL		
ACCELORAT	ing steering wh	EEL LOCKED A	ND WOU	ILD NOT RE	TURN.		16,17 (18,19)20	78FL TIDAL CHEC	ASPORTION  AUSDON BONNOE  CORNECT  TE EDOUGNS		
WHEN DRIVI	STATES FEELS VIB NG AT FREEWAY SE	PEEDS, THE FA	R DRIVER	S FLOORED OU GO THE	MORE		22 22	ENIOC AUS) TOO	non		
	COULD NOT COME						C C		P & A CODE (COOK VI APPO	PRACE GOO ZATION TO ZATION TO	
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PAGE 1 OF 1		cu	STOMER	COPY		,	STAL	D 1	AZA, LONG AND	N CA AUTHORIZE POSCO	7783



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

PAGE 1 OF 2

CUSTOMER COPY

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

205

22984 10/09/07 JOSEPH GALILEO 1052 9116 FOCS77831 8864999 25,222 OXFORD WHT/ 56021 06/FORD TRUCK/S-DTY F-350 SRW/CREW C 09/02/06 NOVATO, CA 1 F T W W 3 1 P 7 6 E 10/08/07 MO: 25235 JOS# 1 CHARGES.... J# I 45FOZ STEERING/SUSPENSION TECH(S):1175
CUSTOMER STATES WHEN GOING IN AND CUT OF ORLYEMAYS, HEARS
NOISE FROM FRONT OF VEHICLE. CONFIRMED ON ROAD TEST, ALSO
DUPLICATED WITH MAXIMO SHEEPING LEFT TURN IN INTERSECTION.
CONFIRMED MOISE VERY INTERNITTENT. CHECKED AND RETOROUGH ALL
HOUNTS AND SUSPENSION, REPOSITIONED SHAY BAR LINKS, ROAD
TESTED COULD NOT DUPLICATE NOISE AT THIS TIME. JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00 STEERING CONCERN

TECH(S):1175
CUSTOWER STATES AFTER HAVING STEERING WHEEL TURNED AND THEM
ACCELORATING STEERING WHEEL LOCKED AND WOULD NOT RETURN.
OMERKED AND FOUND INTERNAL KNOCK SOUND IN STEERING BOX WHEN
TURNING STEERING WHEEL BACK AND FORTH. ALSO FELT LOCOMIESS
WHILE DRIVING VEHICLE, REPLACED STEERING BOX AND ROAD TESTED
GOOD. STEERING WHEEL STRAIGHT. FINAL ROAD TEST BY SERVICE J# 2 45F0Z01 WARRANTY KARRANTY KARRANTY KARRANTY KARRANTY TOTAL - PARTS 8.00 JCB# 2 TOTALS-----JOS# 2 JOURNAL PREFIX FOCS JOS# 2 TOTAL 0.00 JOB# 3 CHARGES----SUSPENSION CONCERN TECH(S):9989
CUSTONER STATES FEELS VIBRATION UNDER DRIVERS FLOORBOARD
WHEN DRIVING AT FREEWAY SPEEDS, THE FASTER YOU GO THE HORE
YOU FEEL IT. COULD NOT CONFIRM ON ROAD TEST WITH SERVICE
HANAGER, BUT WILL ATTENT TO COMPIRM WHILE DIAGNOSING ABOVE INTERNAL LINES.
ALTEMPTED TO CONFIRM VIBRATION ON ROAD TESTS FROM LINE I AND
2. COULD NOT CONFIRM, NOTE REAR LIRES ARE CUPPED AND HAVE
UNEVEN WEAR PATTERN AS NOTED BY PREVIOUS RO 77628. JOB# 3 TOTALS..... JOS# 3 JOURNAL PREFIX FOCS JOS# 3 TOTAL 0.00

[CONTINUED ON NEXT PAGE] 03:03pm



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

8B64999

25,222

56021 OXFORD WHT/

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

205

МО: 25235

1FTWW31P76E

09/02/06

10/08/07

0.00 0.00 0.00 0.00 0.00 0.00 TOTAL LABOR.... TOTAL PARTS.... TOTAL SUBLET... \* [] CASH [] CHECK CK NO. [ TOTAL 6.0.6... TOTAL HISC CHG. TOTAL HISC DISC TOTAL TAX.... \* [] VISA [] MASTERCARD [] DISCOVER \* \* [] AMER XPRESS [] OTHER [] CHARGE \* \*\*\*\*\*\*\*\*\*\*\*\*\* TOTAL INVOICES 0.00

THANK YOU FOR YOUR BUSINESS!!

CUSTONER SIGNATURE

DUPLICATE INVOICE

PAGE 2 OF 2

CUSTOMER COPY

| END OF INVOICE | 03:03pm



# NOVATO FORD 6995 Redwood Blvd.

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. # AD109228

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

RVICE HISTO	RY REPAIR ORDER	MILEAGE	ADVISOR I	TECHNICIAN	TYPE	n	PERATION		DES.	ATION DESCRIP	ион
07/30/07 06/20/07 03/23/07	75954 74956 72693	21190 18605	1182 1273	1231 1053 1231 9999 1231 1099	W W 	45F0 10F0 45F0 13F0 51F0 50F0	)Z )Z )Z )Z			SUSPENSION ITY SUSPENSION ESEL	
LESPERSON N				ERV:	ICE					E REG# 3	
TETU	₩31P76E	DELEGR	the second second	S-DTY F-350	O SRWICE	2000	PRODUCTE	N DIG	56021	LICENSENG	77628
		507.50	COLOR	22984 stm	CZ DOMINACT		09/0		CONTRAINE		09/27/A
NOVA	TO, CA		OXF	ORD WHT			WIAGE	+	ADVISION INC.	HO/SOFI	860
HISKONES	at any and a second	SS PHONE		FOZZ			_24,		1052	JOSEPH GA	
X	: HAS RENTAL	: TOTAL					2 3 4 3 0	12CA	PERVENU PERVENU FERMENU FERMENU		
COMMENTS  1 * 45FOX CUSTOMER HOLE OR LA		EERING/SUSF	ICLE HIT	S BUMP OR	L POT ND FLOO	R	3 4 3 0 7 6 9 18 11	TEKAS TEKAS TEKAS TEKAS TEKAS TEKAS TEKAS TEKAS	PER MENU FER MENU		
COMMENTS  1* 45FOZ CUSTOMER HOLE OR LA VIBRATES.	STATES WHILE DR	EERING/SUSF IVING AND VEH S STEERING W	ICLE HIT HEEL SH	S BUMP OR	POT ND FLOO	R	3 4 3 0 7 8 9 18	EKAS 12CA 10CA 20CA 20CA 20CA 22CA 40CA 40CA TURE	PER MENU PER MENU PER MENU PER MENU PER MENU PER MENU PER MENU		
COMMENTS    * 45F02 CUSTOMER HOLE OR LA VIBRATES, CUSTOMER    * 45F02 CUSTOMER	STATES WHILE DE WE MARKERS DOT THINKS MORE SO 210 SL STATES GOING IN	EERING/SUSP IVING AND VEH 'S STEERING W FROM LEFT SID ISPENSION NO AND OUT OF DI	ICLE HIT HEEL SH E.	S BUMP OR UDDERS A	ND FLOO		2 4 2 0 7 8 9 18 17 12 12 14 15 10 17 10	EN AS 126 A 186 A 206 A 206 A 206 A 228 A 408 A 408 A TURE TUR	PENNEND PENNEN		
COMMENTS    * 45F02 CUSTOMER HOLE OR LA VIBRATES, CUSTOMER    * 45F02 CUSTOMER	STATES WHILE DE STATES WHILE DE WE MARKERS DOT THINKS MORE SO	EERING/SUSP IVING AND VEH 'S STEERING W FROM LEFT SID ISPENSION NO AND OUT OF DI	ICLE HIT HEEL SH E.	S BUMP OR UDDERS A	ND FLOO		3 4 3 0 7 8 9 18 17 12 13 14 15 18 17 18 18 20 21 22	ENAS POLA SULA AUTO AUTO COLOR	PENNEND PENNEN		
COMMENTS    * 45F02 CUSTOMER HOLE OR LA VIBRATES, CUSTOMER    * 45F02 CUSTOMER NOISE FROM	STATES WHILE DE WE MARKERS DOT THINKS MORE SO STATES GOING IN I FRONT OF VEHIC	EERING/SUSPIVING AND VEH TO STEERING W FROM LEFT SID SPENSION NO AND OUT OF DI LE.	ICLE HIT HEEL SH HEEL SH DISE RIVEWAY	S BUMP OR UDDERS AF	ND FLOO		3 4 3 0 7 8 9 10 10 1213 14 15 10 17 10 10 W W W Z Z Z	ECAS.  10(A)	PENNEND PENNEN		
COMMENTS  I * 45F02 CUSTOMER HOLE OR LA VIBRATES. CUSTOMER  I * 45F02 CUSTOMER  I * 45F02 CUSTOMER  I * 45F02 CUSTOMER	STATES WHILE DE WE MARKERS DOT THINKS MORE SO SLOTATES GOING IN FRONT OF VEHICL STATES STATES STEERING	EERING/SUSPIVING AND VEH S STEERING W FROM LEFT SID SPENSION NO AND OUT OF DI LE, SPENSION CO SPENSION	ICLE HIT HEEL SH E. DISE RIVEWAY DNCERN ENTER TO	S BUMP OR UDDERS AF	ND FLOO		3 4 3 0 7 8 9 10 10 1213 14 15 10 17 10 10 W W W Z Z Z	ENAL POR A P	PERMENU PERMEN	y transpersed, stoned 2 007715 brings scar Called TO Called TO	ANSTE BOOKE OUT

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

SERVICE INVOICE

ARD# AH241097

CAD# 98-0884746

37208	VICTOR R. MIRAL	324 2279	09/27/07	FOCS65363
	Ucrathus	24,76	COLOR 3. WHITE/	8 FDICHMO.
7 - 3	TEARIUSE THOOG	and or or or or or	DETARM DOL	DELIVERY DELES
NOVATO, CA	OG/FORD TRUCK/S-DT	Y F-35D SRW/CREW	SELLAD DEALERING	PRODUCTION CUTS
	1 FTWW31P7	6 E	RODUL	[ME29 60)
		NO NO.	09/21/07	
NEW COST NEWS HOTE	COMMINIS			MO: 2476
OBJ 1 CHARGES	************************			
ABCR:  \$\f\$ 1 45F0203  \text{SUSPENSION CUNTERN} \\ CUSTOKER STATES \( 4HILE DRIVIF ABLE, AND HIGHER IN TOWN SPEE FROM BASEL, VEHICLE SHAKES \\ LIFTED TRUCK, MODIFIED, NO F CONTACTED.	TECH(S):71. IG AT FREEMAY SPEEDS, HOST NOTIC- OS, BUMP HTT IN ROAD MITH DRIVER IDLENTLY, 71 ROAD TESTED URD PARTS IN FRONT END. HOTLINE	INTERNA		
ICRE 1 TOTALS				
IOS# 2 CHARGESX			9	
APER  2 45F0Z10 SUSPENSION NOISE CUSCIMER STATES KLUNK HOISE TESTED LIFTED TRUCK, NEOLIFIED, HOTO		INTERNA		
CES 2 TOTALS				
ORF 3 CHARGES	8# 2 JOURNAL PREFIX FOCS JOS	\$ 2 TOTAL 0.0	2	
ABCR # 3 15F0Z DIESEL DRIVEABILITY CUSTCHER STATES VEHICLE HAS HILEAGE LACK OF POWER NOT DUPLICATED HODIFIED, NO CAT, BIGGER EX	LACK OF POWER AND POOR FIVEL	ENTERNA		
CB# 3 TOTALS			1	
08# 4 CRARGES	B# 3 JOURNAL PREFIX FOCS JOB	F 3 TOTAL 0.0	9	
ASOR- # 4 40FCZ91  CUSTOMER STATES RIGHT FRONT BRAKING HODIFIED VEHICAL	TEO/(5)/71	INTERNA		
00# 4 TOTALS			1	
DOP 5 CHARGESJO	BB 4 JOURNAL PREFIX FOCS JOB	F 4 TOTAL 0.0	1	
ABCK- 2 5 70F0Z03 RENTAL ESP RENTAL D691139 7-DAYS	TECH(S):12	WARRANT	1	
AGET OF 3 CUSTOMER	сору (сонтиче	ON NEXT PAGE 03:54 pm		LE THORNE DIEGO

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

SERVICE INVOICE

ARD# AH241097

CAD# 98-0884745

37208	VICTOR R. MIRAL	324 2279	09/27/07	FOCS65363
	Project No.	24,76	3 WHITE/	STOOKHO.
	06/FORD TRUCK/S-DT		DELIVERY DATE	SELENCAL ATTER
NOVATO, CA	MONDELE LE NO		SELVE DEVERSE	PROGRETTON DATE
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COF 9 TOTALS	••••••		1	
J08 <u>£</u>	9 JOURNAL PREFIX FOCS JOBS	9 TOTAL 0.0	)	
CHYENTS	YTEMPT TO REPAIR			
PAGE 2 OF 3 CUSTOMER CO	PY (CONTINUED C	IN NEXT PAGE 03:54pm	Any world south Stry south	L ERWINE SPECIALO ID

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

SERVICE INVOICE

ARD# AH241097

CAD# 98-0884745

37208	VICTO	R R. MIRAL		279	09/27/07	FOCS65363
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CUSTOHER SIGNATURE	DUPLICATE IN	V 0 1 C E ******	. <del></del>	*****		

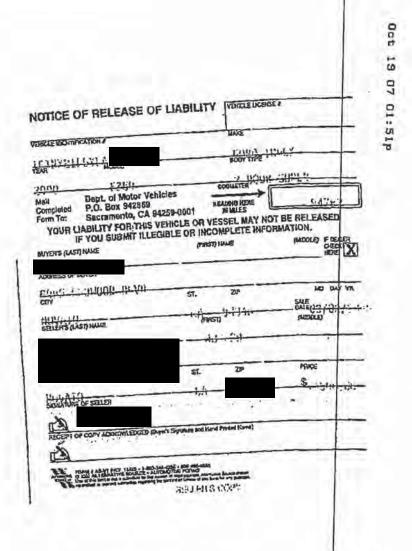


PE13-014 000637LCPV

# AGREEMENT TO FURNISH INSURANCE POLICY TO BE USED WITH MOTOR VEHICLES BALES CONTRACT AND SECURITY AGREEMENT

						Oate_t	of05/200
Seller - **C+*/cTU	-14041				40000		
	97777	mi amanana -	h. transi				
The undersigned buyer(s) (io	nily and sover	ally referred to herels	n as Buyer	and Selic	r entered into a motor :	thos ester stoklav	rect and security agreement
("Contract") detect as of		700		day of _	SECTION		20 70aff
The vehicle thorein purchase	d ("Vehicle") is	described as follows	12	and a			
Year	Make		Model		Body	V	ehicle Identification No.
5000	cogn	TRUCK	5 617	7-350	CREE CAB	SRE ACTED	4H3: 177
Buyer promises to deliver to Agreement a duly execute Contract	d policy of in	surance covering th	a Volida		complies in all respi		duys from the date of this uronce requirements of the
Ins. Co. AAA				_ Agent			
ADDRESS OF AUFIG - TIPECT			city	-	STATE UP	AGE .	SUPER FRIGHT STUDIES
Policy No 11				Exp. Date			
Fire & Theit - Addition II Buyer fails to deliver an a leatmande as agreed under procure insurance, Buyer i applicable law, including C. into Vehicle and other property cost, expense, claim or	cceptable police the Contract, agrees to pay alternia Civil Contractors	or to exercise any any and all coels: loce section 2982.8 Lunder the Contract	the time so other formed. Buyor full	pecified ab edy of Sell Such as ther agrees	ove, Seller or its ocsig for under the Contract earned insurance pre- s, effective immediatel maily, defend, and be-	nne shall be free t and opplicable miums, in occor y, to be solely re id harmless Selfi	taw. If Seller or its avaigned dence with the Contract on asponsible for all damages to ar, and its paskiness, each
NOTICE TO BUYER: This Any Insurance ordered Liability or Property Dam	Agreement do d by the linear sege insurance	es not authorize the	Loss Pays o ordering over loss of	of Public L or damag	lability or Property I	Damage Insurated vehicle only	sce, and will not include Publ
Any Insurance ordered Liability or Property Dam		Children St.	i vilos		COLUMN ORSA	er navon Berne San had no	oli era Balletti era Golde Golden eraberet erak
				<u>a</u>	CASIMUS AUADILE		

FORM NO, F120 (then 6150) (1891 Noon Car Device Forms, Inc. Forms and related senters to J willing the case of tradeol witness on the constructions of tag of compliance TO ORDER T 1-800-669-1676



P.3

OUR PURPOSE IS TO PROVIDE A UNIQUE AND POSIT TO EXPERIENCE BY COMPLETELY SATISTYING ALL CLIENTS' EXPECTAL. AS WITH INTEGRITY, HONESTY AND GENUINE CONCERN.

Stock# \_\_\_\_\_\_

PLUS TAX, LIC, DOC & SMOG FEES.

# POSTED PRICES ARE <u>BEFORE</u> ANY APPLICABLE REBATES.

Lifetime tire Rotation \$ 150
every 10,000 miles
No Charge Diagnostic \$ 300
Annual Salety Inspections \$ 400
Service Discounts \$ 300
Car Rental for Warranty Service \$ 300
Extra for next trade-in \$ 500



PE13-014 000640LCPV

## OPTIONAL PRODUCTS AND SERVICES DISCLOSURE Stole Contract Date שחשקה אחהכן כייו כך AM 2006 FORD TRUCK S-DTY F-373 SPN IFTMN31F7GE I/We, the undersigned, acknowledge: The charges for each of the services/products described will be included and separately itemized in the retail installment sal 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 O Optional Service Contract(s): (1) (2) N/A N/A O Optional Debt Concellation Agreement (GAP):1/4 H/A O Optional Their Deterrent Device(s): (1) N/A K/A (2) N/A N/A O Optional Surface Protection Product(s): (1) N/A N/A (2) H/A H/A O Optional Vehicle Contract Cancellation Option Agreement A/H N/A O Optional Insurance Product: N/A Total Installment Payment EXCLUDING Listed Items: Installment Payment INCLUDING Listed Items: 748 03/02/2006 Co-Buyer's Signature

Date

Co-Buyer's Signature

Co-Buyer's Signa

To: Darren Shaw From: FX: 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 PILE 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 TQ: 09/30/2008 MAKE YR NODEL YR 1ST SOLD VLF CLASS TYPE VEH TYPE LIC LICENSE NUMBER FORD 2006 2006 NJ 32P BOOM TYPE MODEL MP HO UNLADENIG/COX VEHICLE TO NUMBER PK D NW 2 F 06964 1FTWW31P76E TYPE VEHICLE USE DATE ISSUED CC/ALCO OT FEE RECYD PIC STICKER ISSUED 09/28/07 COMMERCIAL 21 09/28/07 8 L8428351 PR EXP DATE: 09/30/200 EC-STERED DINER APTINT PAID 5 545.00 AYCUNT DUE AMOUNT REGVO CASH : 545.00 CHCK : 45.00 NOVATO CRDT : CA LIENHOLDER FORD MOTOR CRDT CO 260 INTERSTATE N PKWY NW ATLANTA GA 30339 THE BOE EN AMERENA MADO DE THE דב דחסכםח

# Standard Claims List For Model Year 2006

Note: All Costs are in US Dollars

VIN	LINE	MKT	BODY CAB	VER SERIES	DRIV	E PLT	TRS	ENG PR	OD WAR	R SELLING DEALER	SELL	TIS	WCC CPSC_0	PREF	BASE	SUFF	VRT NA	VRT	VFG	ccc	CD DIS
TFTWW3TP7GE	7/17	F	T/BC	T/CD	T/E	AI	T/BE	14- T/YB SE 200	P- SEP-	172035	USA	4	5001 110201	6C3Z	3504	٨	S10	S10	V87	N58	33 3830
AWS Claim Key:	241278	2 Trx C	ode:	1	Labor	Hes:	3	Labor Co	ost: 316.9	Material	Costs	721.83	Total Cost:	1038.75		1					
Dir Çd-Sub Cdı	07715-	Name:	MERC	TO FOR	DLINC	OLN	Pla	415-8924	286 Str C	Ctry Cd:	u	USA	Reg Cd:	NA.	Repr I 2006	2ate:08-	DEC-	Doc #:069	97702		18
Cust Commente:	CHECK	ANDA	DVISE	CUSTOM	ER ST/	TES	EXCES	SIVE PLA	YINSTE	ERING											, d
Teeh Comments:	FOUNI	STEER	ING BO	X OUTPI	JTSHA	FTH	AD EX	CESSIVE	PLAY, RE	PLACED ST	CERIN	KG BOX	, BLEED AIR O	OUT OF S	YSTEM	s. ROAL	TES	TED O	K		-
IFTWW31P76E	T/F7	F	T/DC	TYCD	TYE	Al	T/DE	14- T/YB SEI 200	P- SEP-	172035	USA	7	5R14 110602	5C3Z	14/466	4 AA	S08	S08	Vos	\$25	42 1230
AWS Claim Key:	322139	Tra Co	ode:	E84	Labor	Hrs	1.2	Labor Co	st: 126.7	Material	Cost:	50.41	Total Cost:	177.19						172	
Olr Cd-Sub Cd:	07715-	Names	NOVA MERC	TO FOR	D LINC	OLN	Pt:	415-8924	286 St: C	Ctry Cd:	Œ	USA	Reg Cd:	NA	Repr I	Date:23- 2007		Doc #:072	69301	3	da.
Cust Comments:	CHECK	AND A	DVISE (	USTOM	ER STA	TES	AIR D/	G LIGHT	ON, HOP	N INOP CR	UISE II	NOP, ST	EERING WHE	EL RADI	O CON	TROLS	INOP				4
Tech Comments:	TESTE	D AND F	OUND	CLOCKS	PRING	DEFI	CTIVI	e, replac	CED AND	RESTORED	COLL	AA MM	D TESTED ON					_		-	
			_													_	_				
FF(VW311 <sup>2</sup> 76E	T/F1	P	T/BC	T/CD	T/E	AI	T/BE	TYYB SEI 200	P- SEP-	172035	USA	10	5N01 110301	5C3Z	3E651	D	S13	S10	V89	N22	07 186
According	73.67	P L Tra Co	1,700	T/CD E84	T/E Labor			TYYB SEI	P- SEP-	172035 Material			5N01 110301 Total Costs	5C3Z 232.06	3E651	D	S13	S10	V89	N22	07 186
AWS Claim Key:	395080	P Tra Co	de:	E84 TO FORI	Labor	Hrs:	.9	TYYB SEI 200 Labor Co	P- SEP- 05 2006 ost: 98.22	CARAGO.		133.84	(40 O.A.)			D Pater 20-				N22	,
AWS Claim Key: Dir Cd-Sub Cd;	395080 07715-*	Name	NOVA MERC	E84 TO FORI	Labor D LINC	Hrs:	.9 Ph:	T/YB SE) 200 Labor Co 415-89242	P- SEP- 2006 2006 286 St: C	Material	Costs	133.84 USA	Total Costs	232.06 NA	Repr 12007			Doc		N22	07 1861
AWS Claim Key: Dir Cd-Sub Cd; Cust Comments:	395080 07715-4 CUSTO	Name: MER ST.	NOVA MERC	E84 TO FORI URY HE FROM	Labor D LINCO	Hrs: OLN SHA	.9 Ph: KES RI	TVYB SEI 200 Labor Co 415-89242 EALLY BA	P- SEP- 2006 2006 2006 2006 2006 2006 2006 200	Material Ctry Cd:	Cost:	USA USA	Total Costs Reg Cd:	232.06 NA AND AI	Repr D 2007 OVISE	Pates 20-	iun-	Doc #:074		N22	,
IFTWW311'76E  AWS Claim Key: Dir Cd-Sub Cd: Cust Comments: Pech Comments:	395080 07715-4 CUSTO	Name: MER ST.	NOVA MERC ATEST	E84 TO FORI URY HE FROM	Labor D LINCO	Hrs: OLN SHA	.9 Ph: KES RI ONCE	TVYB SEI 200 Labor Co 415-89242 EALLY BA	P- SEP- 2006 2006 286 Str C AD, DOES ALLED DI - 02- P- SEP-	Material Ctry Cd:	Cost:	USA FLAT RO FABILIZ	Total Costs  Reg Cd:  OADS, CHECK	232.06 NA AND AI	Repr D 2007 OVISE	KATT	iun-	Doc #:074	95601	9	q ays
AVS Claim Key: Dir Cd-Sub Cd: Cust Comments: Pech Comments:	392080 07715-* CUSTO INSPEC	Name: MER ST.	NOVA MERC ATEST TO VERI	E84 TO FORI URY HE FROM	Labor D LINCO IT END STOME	Hrs; OLN SHA ERS C	.9 Pb: KES RI ONCE	TYYB SEJ 200 Labor Co 415-89247 EALLY BA RN. INSTA TYYB SEJ 200	P- SEP- 05 2006 ost: 98.22 286 St: C. AD, DOES ALLED DI - 02- P- SEP- 05 2006	Material Ctry Cd: IT ON EVE	Cost: NON I ING ST	USA USA FLAT RO FABILIZ	Total Cost: Reg Cd: DADS, CHECK	232.06 NA AND AI	Repr D 2007 OVISE	KATT	IUN-	Doc #:074	95601	9	d 975

Tech Comments:	REPLA	CED ST	BERING	BOX,R	EPLACE	D 2 B	OLTS	IN FRONT SV	VAYBA	R EXS TE	NSION	RETOR	RQUES RADIU	S ARM I	USHIN	gs		-			
IFTWW311701	T/P7	F	T/BC	T/CD	T/E	ΛI	TVBE	14- T/YB SEP- 2005	02- SEP- 2006	172035	USA	12	2G05 031405	· T	RECA	. •	S12	SII	V46	D35	12 211
AWS Claim Keyr	4217574	Trx C	oder	E84	Labor	Hrs:	1.1	Labor Cost:	120.05	Material	Cost:	0	Total Cost:	120.05							
Dir Cd-Sub Cd:	07715-	Name:	MOVA		D LINC	OLN	Pltr	415-8924286	Sı: CA	Ctry Cd:		USA	Reg Cd:	NA	Repr II 2007	ate:30-	JUL-	Doc #:0759	96402		
Cust Comments:	CUSTO	MER ST	ATES V	HEN G	וע סאוס	P THE	WAL	SO GRADE T	RUCK L	ACKS PO	WERI	ROPS	DOWN 2 GEAR	SCHEC	K REPO	RT, PO	or G	AS MIL	AGE		
Teeli Comments:	REPRO-					ATE,	TEST	DROVE WITH	ISERV	CE MAN/	GER,	UP WAI	LDO GRADE A	LLOK	THIS	TIME	JNAB	LE TO			
The second second second											-										
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IFTWW31P76E	ТЛРТ	F	T/BC	T/CD	T/E	ΛI	T/DE	T/YB SEP-		172035	USA	14	5001 110201	7C3Z	3504	٨	SIO	\$10	V87	N58	11 252
IFTWW31P76E	T/F7		-	T/CD E84	T/E Labor	- 1		T/YB SEP-	SEP- 2006	/ 1 / 2 / 2 / 2	70.51		5001 110201 Total Costs	7C3Z 794.76	200	٨	SIO	\$10	V87	N58 4	11 252
	<u> </u>	Tra Co	ide:	E84 TO FOR		Hrs:	2.3	T/YB SEP- 2005	SEP- 2006 251.03	Material	Costs	543.73	Total Cost:			A Date:08-					
ANS Claim Key:	4742299 07715-*	Tra Co	NOVA MERC	E84 TO FOR URY	Labor D LINC	Hrs:	2.3 Ple:	T/YB SEP- 2005 Labor Cost: 415-8924286	SEP- 2006 251.03 St: CA	Material Ctry Cd:	Costs	543.73 USA	Total Cost:	794.76 NA	Repr I. 2007	Onte:08-	ост-	Doc #:0778			11 252 loxs

Any comments?

Krohn & Moss, Ltd.

(Arisena, California, Florida, Georgia, Illinois, Indiana, Missouri, Nevada, Ohio, Wisconsin) 5055 Wilshire Blvd Suite 300

Los Angeles, CA. 90036

CONSUMER AFFAIRS

SECTION

Writer licensed to practice only in:

California Illinois

September 27, 2007

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

Writer's Direct Numb

Writer's Direct Facsimile

Writer's Direct E-Mail

thiodinan@consumerlawcenter.com

(323) 988-2400

(866) 431-5575

RE:

Ford Motor Company

Vehicle:

2006 FORD F350

VIN:

1FTWW31P76E Our File No.: L07083625A

Dear Sir or Madain:

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 dient 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.

Thore 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:

Defective steering as evidenced by an excessive play in the steering, as evidenced by fluid leaking from front of the vehicle;

- Defective steering and electrical as evidenced by an illumination of airbag light, inoperable horn, and inoperable cruise;
- Defective steering and suspension as evidenced by shaking of the front end badly, and rattling noise in the front end over humps;
- 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
- 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: 1FTWW31P766 Name:

Year: 2006

Owner Status: Original

Symptom Desc: AXLE CONCERNS ALL/4 WHL DRIVE NOISE/CHATTER Reason Desc: WARRANTY - VEHICLE REPLACEMENT REQUEST

Issue Type: 04 REGION Issue Status: CLOSED

Initial Customer Contact: 08/22/2007

Model: F-SERIES SUPER DUTY

Origin Desc: US CONCERN CASE BASE

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Case: 1640112337

WSD: 2006-09-02 Primary Phone:

Secondary Phot

Action: WARRANTY DISPUTE VEHICLE REPLACEMENT REQUEST

Dealer: 07715 NOVATO FORD LINCOLN MERCURY

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

Odometer: 22511 MI Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Action Date: 08/22/2007

Comm Type: PHONE

Analyst: TCRISTIA

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 PROVIDIBG 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

Odometer: 22511 MI

Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Action Date: 08/23/2007

Comm Type: PHONE

Analyst: TCRISTIA

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

Odometer: 22511 MI

Comm Type: PHONE

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp?Action=ActionList&Event=... 10/4/2007

Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Action Date: 08/29/2007

Analyst: TCRISTIA

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 WORBLES. 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

Odometer: 22511 MI

Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Action Date: 09/10/2007

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comm Type: PHONE

Analyst: TCRISTIA

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

Odometer: 22511 MI

Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Action Date: 09/18/2007

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comm Type: PHONE Analyst: TCRISTIA

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

Odometer: 22511 MI

Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Action Date: 09/18/2007

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comm Type: PHONE

Analyst: TCRISTIA

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

Odometer: 22511 MI

Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Action Date: 09/20/2007

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comm Type: PHONE

Analyst: TCRISTIA

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

https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp?Action=ActionList&Event=... 10/4/2007 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

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Action Data: No

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

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

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

Odometer: 22511 MI Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Action Date: 09/24/2007

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM Comm Type: PHONE

Analyst: TCRISTIA

Action Time: 19,33,39,991 Action Data: No

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

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comm Type: PHONE Analyst: TCRISTIA

Action Time: 16.12.46.747 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

https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp?Action=ActionList&Event=... 10/4/2007

Dealer: 07715 NOVATO FORD LINCOLN MERCURY

Odometer: 22511 MI

Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Action Date: 09/25/2007

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comm Type: PHONE

Analyst: TCRISTIA

Action Time: 17.26.29.053 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

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comm Type: PHONE

Analyst: TCRISTIA

Action Time: 17.43.36.928 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 COMPONENETS. 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

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comm Type: PHONE

Analyst: TCRISTIA
Action Time: 12.43.29.758 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

Odometer: 22511 MI Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Action Date: 09/26/2007

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comm Type: PHONE Analyst: TCRISTIA

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

Odometer: 22511 MI

Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Action Date: 09/26/2007

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Comm Type: PHONE

Analyst: TCRISTIA

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

https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp?Action=ActionList&Event=...

10/4/2007

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

Comm Type: PHONE

Odometer: 22511 MI Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

STIANO (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

Comm Type: PHONE

Odometer: 22511 MI Analyst Name: CRISTIANO (TCRISTIA), TAMALLA

Analyst: TCRISTIA

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

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM.

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

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

RY Origin Desc: CUSTOMER CARE SOLUTIONS TEAM Comm Type: PHONE

Odometer: 22511 Mi

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

https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp?Action=ActionList&Event=... 10/4/2007

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 RECEIEVED RESOLUTION \*\*NO FURTHER ACTION NEEDED BY CCST\*

Ford Confidential

OASIS RESULT: 1FTWW31P76E

10/04/2007 10:19:13 FCXWS446

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# VEHICLE INFORMATION

VEHICLE DESCRIPTION 2006 F-SERIES TRANSMISSION TOROSHIFT

**BODY STYLE** F-350 CREW CAB 4X4 AXLE CODE

ENGINE 6.0L DIESEL DI V8 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



## OUTSTANDING FIELD SERVICE ACTIONS

NO CAMPAIGN MESSAGE(S) FOUND



#### EXTENDED COVERAGES

0994 - USA 2006 NEW 60/60,000 PTRAINCARE W/ROADSIDE

STANDARD DEDUCTIBLE: 100 USD

OWNER NAME: **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

http://www.vrep.fordtechservice.dealerconnection.com/vdirs/oasis/oareq.asp?backto=NONTAB&from=C...

DEALER: Novato Ford Lincoln Mercury WARRANTY CLAIM NUMBER: 075964

ODOMETER: 021190M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION	CONDITION DESC	
6C3Z 3504A	GEAR ASY-STEERING	001	3504A	33	LOOSE PART	
F7AZ 3F823BA		006	3001A			
388898S		002	3001A6	R E		

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

07/30/2007

DEALER: Novato Ford Lincoln Mercury WARRANTY CLAIM NUMBER: 075964

ODOMETER: 021190M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION	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 MANA GER, 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: 074956

ODOMETER: 018600M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION	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: 072693

ODOMETER: 012366M

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION	CONDITION DESC
5C3Z 14A664AA	AIR BAG CLOCK SPRING	100	14056D	42	DOES NOT OPERATE PROPERLY
		000	14056D6		

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

12/08/2006

DEALER: Novato Ford Lincoln Mercury WARRANTY CLAIM NUMBER: 069977

ODOMETER: 003836M

http://www.vrep.fordtechservice.dealerconnection.com/vdirs/oasis/oareq.asp?backto=NONTAB&from=C... 10/4/2007

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CODE	CONDITION DESC
6C3Z 3504A	GEAR ASY-STEERING	001	3504A	33	LOOSE PART
F7AZ 3F823AA		003	3001A		
		000	3001A1		

FOUND STEERING BOX OUTPUT SHAFT HAD EXCESSIVE PLAY, REPLACED STEERING BOX, B LEED AIR OUT OF SYSTEM, ROAD TESTED OK

Click Here for Full Warranty History

END OF OASIS REPORT FOR 1FTWW31P76E Report Applies to Country Code: USA

http://www.vrep.fordtechservice.dealer connection.com/vdirs/oasis/oareq.asp?backto=NONTAB& from=C...

erver Name : AWS New Prod AWSPPRDDG Claims loaded through 03-OCT-2007Server Name : AWSPPRDDG

ANALYTICAL WARRANTY SYSTEM

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# Standard Claims List For Model Year 2006

lote: All Costs are in US Dollars

VIN	LINE	MKT DERIV	CAB	VER SERIES	DRIVE	PLT	TRS	ENG CD	PROD	WARR	SELLING DEALER	SELL	TIS	WCC CISC_6	PREF	BASE	SUFF	VRT NA	VRT	VFG	ccc c	D DI	IST (iles)
FTWW31P76E	T/P7	F	тувс	T/CD	T/E	AI	T/BE	T/YB	14-SEP- 2005	02-SEP- 2006	172035	USA	4	5001 110201	6C3Z	3504	A	SIO	S10	V87	N58 3	3 38	36
WS Claim Key:	2412783	Trx Code		1	Labor H	rs:	3	Labor	Costs	216.96	Material Cost		721.83	Total Cost:	1038.75								
lir Cd-Sub Cd:	07715-*	Name:	NOVAT MERCU	O FORD LI	NCOLN	• 1	Ph:	415-89	2428G	SI: CA	Ciry Cd:		USA	Reg Cd:	NA	Repr D 2006	ate:08-D	EC-	Doc #:069977	702			
Cust Comments:	CHECK	AND ADV	SE CUST	OMER STA	TES EXC	ESSIVE	PLAY I	N STEE	RING														
ech Comments:	FOUND	STEERING	BOX OU	TPUT SHA	ft had e	XCESSI	VE PLA	Y, REP	LACED S	TEERING B	OX, BLEED AI	ROUT	OF SYST	em. Road tes	STED OI	(							
FTWW31P761	T/F7	F	т/вс	T/CD	T/E	AI	T/BE	T/YB	14-SEP- 2005	02-SEP- 2006	172035	USA	7	5R14 110602	5C3Z	I4A664	AA :	S08	S08	Vos	\$25 4	2 12	366
WS Claim Key:	3221396	Trx Code	;	E84	Labor H	rs:	1.2	Labor	Cost:	126.78	Material Cost	1	50.41	Total Cost:	177.19								
ir Cd-Sub Cd:	07715-*	Names	NOVAT	O FORD LI RY	NCOLN	1,1	Ph	415-89	24286	St: CA	Ctry Cd:		USA	Reg Cd:	NA	Repr D 2007	ate:23-M	AAR-	Doc #:072693	301			
ust Comments:	CHECK.	AND ADVI	SE CUST	OMER STA	TES AIR E	AG LIC	HT ON	, HORN	INOP CR	UISE INOP	STEERING W	HEEL R	ADIO CO	NTROLS INOI	,						Cal.		
ech Comments:	TESTED	AND FOU	ND CLOC	K SPRING	DEFECTIV	VG, REP	LACED	AND R	ESTORE	COLUMN	AND TESTED	ok	=							=	-5		
FTWW31P76E	T/F7	F	T/BC	T/CD	T/E	Al	T/DE	т/үв	14-SEP- 2005	02-SEP- 2006	172035	USA	10	5N01 110301	5C3Z	3E651	n :	S13	510	V89	N22 (	7 18	600
AVS Claim Key:	3990801	Tra Code	1	E84	Labor H	rs:	.9	Labor	Cost:	98.22	Material Cost		133.84	Total Cost:	232.06								
lr Cd-Sub Cd:	07715-*	Names	MERCU	O FORD LI	NCOLN		Ph:	415-89	24286	St: CA	Ciry Cd:		USA	Reg Cd:	NA	Repr D 2007	ate:20-JU	UN-	Dnc #:074950	601	ă.		
ust Comments:	CUSTOM	ER STATE	S THE FE	ONT END	SHAKES	REALLY	BAD,	DOES	T ON EVE	N ON FLA	FROADS, CHE	CK AND	ADVIS	E									
ech Comments:	INSPECT	ED AND V	ERIFIED	CUSTOME	RS CONC	ERN. IN	STALL	ED DU	L STEER	ING STABI	LIZER AND R	CHECK	ED. ALL	OK AT THIS	TIME				A				

IFTWW31P76	T/F7	F	T/BC	T/CD	T/E	Λl	T/BE	T/YB	14-SEP- 2005	02-SEP- 2006	172035	USA	12	5001 110201	6C3Z	3504	A SI	S10	V87	N58	33	21190
AWS Claim Key:	4217575	Trx Code		E84	Labor II	rs:	2.3	Labor	Costs	251.03	Material Cost		737.99	Total Cost:	989.02							
Dir Cd-Sub Cd:	07715-*	Name:	NOVAT	O FORD LI RY	NCOLN		Phr	415-892	24286	St: CA	Ctry Cd:		USA	Reg Cd:	NA	Repr Dat 2007	e:30-JUL		7596401			
Cust Comments:	CUSTON	ER STATE	STHERE	SARATT	LE NOISE	N THE	FRONT	END G	DING OV	ER BUMPS	AND VIBRATI	SCHE	K REPO	RT								
Feeli Comments:	REPLAC	ed steer	NG BOX	REPLACE	D 2 DOLTS	IN FR	ONTSW	AY BAI	REXSTE	NSION,RET	CORQUES RAD	US ARI	M BUSH	NGS								
					-							-						_				
	-	E	T/BC	T/CD	T/E	ΛI	T/BG	T/YD	14-SEP- 2005	02-SEP- 2006	172035	USA	12	2005 031405	•	RECAL	SI	2 511	V46	D35	42	21190
IFTWW31P7GE	T/F7			-2020 C					2002	2000												
S. S		Trx Code		E84	Labor H	rs:	1.1	Labor		120.05	Material Costs	0 -	0	Total Cost:	120.05					5		
AWS Claim Key: Dir Cd-Sub Cd:		Trx Code		E84 O FORD LI		rs:	1.1 Ph:	Labor (	Costi		Material Costs		- A - 1	Total Cost: Reg Cd:	120.05 NA	Repr Dat 2007	e:30-JUL		7596402			
AWS Claim Key:	4217574 07715-*	Name:	NOVATI	E84 D FORD LI RY	NCOLN		Ph:	415-892	Cost: 24286	120.05 Str CA			USA	Reg Cd:	NA	2007	e:30-JUL			-		

ny comments?

#### **BBB AUTO LINE**



January 3, 2008

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

Re:CAM15 FRD0756716: vs Ford Motor Corporation 1FTWW31P76E

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 FRD0756716: vs Ford Motor Corporation 1FTWW31P76E

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



Date: 12/04/2007

## ACCEPTANCE OR REJECTION OF DECISION

Case Number: FRD0756716

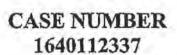
Custon	ner:													S	tate:	CA								
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I have	read	d th	ne in	form	atior	on t	he a	ittac	chec	d co	iver	lette	er ai	nd: (	plea	ise i	chec	k o	ne)					
You m 1) Cor	the I, to If the LIN state ust	ma oo, he i E. te o	mus man I ma or fee the our fo	acturate constant of the const	er windly curer law.	with fails he rig	bour the to pe ght to you any/l	nd to term erfor o en are lesso in or	o at	bide of th acc rce t	e by he de cordinate the de ptine rovice o con	the ecising to lecis	decion; o the	e ari in co	bitra burt nase in to	tor'	s de oursi	cisi ue i	on, I other eme		not ren	medie	es un	
2) Plea	ase	pro	vide	the	full r	ame	of y	our	fina	anci	ial co	o./le	SSO											
Acc	oun	t N	umb	er _																				
City															_ 5	Stat	e		Zip					
Tele	epho	one	nun	nber	le.									Fax	nui	mbe	er_							

Case Number: FRD0756716

\_\_\_\_ 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 re	eiected: 1





**CUSTOMER NAME** 

LP ANALYST BRENDA BENNING

> CDSID BBENNIN1

TYPE
Add to Previous Closed Case File

Attn: Brenda Benning

Here are the docs requested in the

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

1 450 1 VI 4

Report#:

7JIBA064 NHL

Received:

10/09/2007

CCRG/EPRC:

\_----

Reviewed Status:

Date:

Vehicle:

2006,F350 4X4,CRW

CAB, PICKUP, 1FTWW31P76E

Build Date: 09/14/2005

Odometer:

25,222 M

Engine:

Calibration: 6F710D0A 6.0L DI

Transmission: 5R110W DSL

Axle:

A/C:

YES

Dealer:

USA 07715 Novato Ford Lincoln Mercury

Phone#:

(415) 892-4286

City:

Novato

State:

California

USA

Originator:

JOHN MEFFERD

Country:

Symptom:

3 03 1 50 CHASS., STRG/HANDLING, FUNCTION, HIGH EFFORT

Status:

**V87 STEERING** 

Additional Symptom:

HIGH STEERING EFFORT.

Fix:

VFG:

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 \$CRUB RADIUS CONCERN. WITH LARGER TIRES THE SCRUB RADIUS MAY EFFECT THE TIRES ROLLING WHEN

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

19-Nov-2007

Report Summary Server: ECCWS413 Ford Proprietary, Private

Retention: None

https://www.gcqis.dealerconnection.com/gcqis/asp/WBRES\_RptSummaryBottom... 11/19/2007

# hp LaserJet 9050mfp series Fax Call Report ford 3133373167 Nov-19-2007 09:09 AM Date/Time Type Identification Duration Pages Result 6661 Nov-19-2007 09:08 AM Send 918664315575 0:44 Success Todd Friedman, Krohn & Moss, Ltd. 866 431-5575 Brends Benning, Ford Consumer Affairs Date: 11/19/07 2006 Ford F-350 If you must to contact me, you may reach me by phone at (313) 845-5213 or by fax at (888) 627-





			the same the first transfer of the first tra
Todd Friedman, Krohn & Moss, Ltd.	Fax:	866 431-55	75
Brenda Benning, Ford Consumer Affairs	Date:	11/19/07	
, 2006 Ford F-350	Pages:	2	
	Brenda Benning, Ford Consumer Affairs	Brenda Benning, Ford Consumer Affairs Date:	Brenda Benning, Ford Consumer Affairs Date: 11/19/07

If you need to contact me, you may reach me by phone at (313) 845-52 3 or by fax at (888) 627-

7594.



#### SENT VIA U.S. FAX

November 19, 2007

Todd Friedman Krohn & Moss, Ltd. 5055 Wilshire Blve. Suite 300 Los Angeles, CA 90036

RE: 2006 F-350

VIN: 1FTWW31P76E

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



CASE NUMBER 1640112337

**CUSTOMER NAME** 

LP ANALYST Brenda Benning

> CDSID BBENNIN1

**New Case File** 



5055 WILSHIRE BLVD., SUITE 300 LOS ANGELES, CA 90036

> 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		10/3/07
Re:	2006 F-350,	Pages:	
			<del></del>

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.

to release the payment history and loan balance for my
order to process said refund transaction".
Acct#

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.

PE13-014 000672LCPV

# hp LaserJet 9050mfp series



# Fax Call Report

1

lob	Date/Time	Туре	Identification	Duration	Pages	Result
5179	Oct-03-2007 02:13 PM	Send	918664315575	0:33	1	Success
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	1					
	t.,   12 - 22 - 22 - 22 - 22 - 22 - 22 - 22	facsimile fransmitt	erre Tord): al			
				66 431-5575 0/3/07		1
		Re: 2006 F-350,	Pages: 1			4
		CC		<del></del>		4
		Notes:				1
	7	I am in receipt of your	eller dated 9/27/2007. If you have no	telready done so, please !	forward the	1
		following documents in	to our office.			2
		<ul> <li>xetainer/agreea</li> </ul>	neat signed by your client			
	1	<ul> <li>vehicle registr</li> </ul>	ation			
		· sales/kase agr	penacot			
		• all applicable	epair orders			
		· any receipts to	be considered for reimbursoment			
		In addition, if a vehicle authorization liand belt	refund is being requested, please have	your client fill out and a	ign the	
		T authorize 2006/F-J50 to Ford Mo	to release the p.	syment history and loan b	alance for my	
		00	Accriff		-	
		Lending Institution's Ph				
			s claim will begin when these docume			
		It has seen to council to	es or have additional information to sa	sount, hos may ueach me	by phone at	

Web .		-		
Deal	OF	I I D	2	
Uca	120		LON	

FCSD Region W2-SAN FRANCISCO	Sales Region 72-SAN FRANCISCO	Sales Zone C	Market A03	P&A Code 07715	Sales Code F72035	
Dealer Name:	NOVATO FORD LIN		,			
Dealer Address:	6995 REDWOOD H NOVATO CA 94945	G 1 (c) (c) (c)				
Dealer Main Phone:	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

Ford Confidential

Report#:

7IUBG002 NHL

Received: 09/21/2007

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle:

2006,F350 4X4,CRW CAB,PICKUP ,1FTWW31P76E

Build Date: 09/14/2005

Odometer:

24,763 M

6.0L DI Engine:

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

https://www.gcqis.dealerconnection.com/gcqis/asp/WBRES RptSummaryBottom.asp?CurrReportNbr=71...

10/4/2007

------

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

4-Oct-2007

Report Summary Server: ECCWS413 Ford Proprietary, Private

Retention: None

https://www.gcqis.dealerconnection.com/gcqis/asp/WBRES\_RptSummaryBottom.asp?CurrReportNbr=7I... 10/4/

Report#:

7IUBE001 NHL

Received:

09/21/2007

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle:

2006,F350 4X4,CRW CAB,PICKUP ,1FTWW31P76E

Build Date: 09/14/2005 Calibration:

Odometer:

24,763 M

6.0L DI Engine:

6F710D0A

Transmission:

5R110W DSL

YES

Dealer:

USA 06046 Ford of Marin

Phone#:

A/C:

(415) 453-4220

City:

San Rafael

State:

Axle:

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 EXAUST, 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.

https://www.gcqis.dealerconnection.com/gcqis/asp/WBRES\_RptSummaryBottom.asp?CurrReportNbr=71...

Requester: BBENNIN1 Report Summary Server: ECCWS413

Ford Proprietary, Private

4-Oct-2007 Retention: None

https://www.gcqis.dealerconnection.com/gcqis/asp/WBRES\_RptSummaryBottom.asp?CurrReportNbr=71... 10/4/2007

#### All Action Details for Issue

Print

VIN: 1FTWW31P76E

Year: 2006

Model: F-SERIES SUPER DUTY

Case: 1640112337

Name:

HOWHING PRICE PRINCE

Owner Status: Original

WSD: 2006-09-02 Primary Phone: Secondary Phon

Symptom Desc: STRG/HANDLING FUNCTION EXCESSIVE PLAY

Reason Desc: LEGAL - OTHER ATTORNEY DEMAND

Issue Type: 07 LEGAL

Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND

Dealer: 07715 NOVATO FORD LINCOLN MERCURY

Origin Desc: CONSUMER AFFAIRS - LITIGATION

PREVENTION-FD

Odometer: 22511 MI

Comm Type: INBOUND MAIL-

OTHER

Analyst Name: JACKSON

Analyst: CJACKS84

(CJACKS84), CELESTE 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

Action Data: No

Action Data: No

NAME OF LAW FIRM ATTORNEY NAME

ATTORNEY PHONE NUMBER

**KROHN & MOSS** TODD FRIEDMAN 3239882400 BBENNIN1

ANALYST ID

Action: SEND ACKNOWLEDGEMENT LETTER TO ATTORNEY

Dealer: 07715 NOVATO FORD LINCOLN MERCURY

Odometer: 22511 MI Comm Type: OUTBOUND FAX-OTHER

Analyst Name:

Action Date: 10/03/2007 Action Time: 15.01.36.220

Analyst: BBENNIN1

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Comments LPA SENT ATTORNEY ACKNOWLEDGEMENT LETTER.

Action: CLOSING COMMENTS - NO RESPONSE TO OFFER

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

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

Ford Confidential

https://web.cudi.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp?Action=ActionList&Event... 10/22/2007

## KORPER & SHEFTER

RENÉ KORPER BRET A SHEFTER CONSUMER APPATROBERRY LANE
SUITE 200
CONTINUE VALENCIA, CA 91355
TEL (661) 362-0728
FAX (661) 362-0729

7 SEP 10 A10:21

September 1, 2007

Ford Motor Company Customer Relationship Center 16800 Executive Plaza Drive P.O. Box 6248 Dearborn, MI 48121

Re: V. Ford Motor Company

Vehicle: 2005 Ford F350 VIN#: 1FTWW33P05E

To Whom It May Concern:

Please be advised that Korper & Shefter represents the interests of concerning his 2005 Ford F350. In accordance with the Magnuson-Moss Warranty – Federal Trade Commission Improvement Act {15 U.S.C. § 2301 et seq. Mr. hereby requests that you repurchase the subject vehicle, based on the following facts:

- Mr. purchased the vehicle new on or about February 11. 2005, from Butler Ford, Inc., in the city of Ashland, Oregon. The vehicle came with express and implied warranties as defined in the Magnuson-Moss Act.
  - The vehicle is not fit for the ordinary purposes for which it was purchased, in that
    it has exhibited a substantial defect in the vehicle's suspension/steering that has
    required repeated warranty repairs. This defect substantially impairs the use,
    value, and safety of this vehicle to Mr.
  - Ford has had a reasonable opportunity to repair this defect, either directly or through its agents.

Mr. is entitled to full restitution, to date, as follows:

Actual Damages to Date:	
Amount paid and payable	\$71,541.04
Rental expenses	\$ 1,225.35

Insurance\$	3,553.00
Total Actual Damages\$	

Mr. hereby makes an offer to settle for his actual damages, plus \$6,750.00 in attorney's fees, costs, and expenses. Ford will take possession of the vehicle.

It is especially important that you direct your immediate attention to this matter as the subject vehicle is not presently safe to drive.

Once you have made the opportunity to review this matter, please advise us as to whether you wish to discuss settlement or defend. Please respond to this settlement demand no later than 30 days from the above date. Please do not communicate directly with our client with regard to this matter, and forward all communications to this office.

Very truly yours,

KORPER & SHEFTER

RK/mer encl. Repair orders Purchase contract Rental receipts Insurance face sheets

cc:

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	7.160.617		VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL	TIS	WCC 1	PREF	BASE	SUFF	VRT NA	ROW	VFG	CCC (
IFTWW33P05E	F7	T/F7	F	T/BC	T/CD	T/E	Al	T/BE	T/YB	16-01- 05	11-02- 05	172455	USA	3	6Y05		MAINT		sxx	SXX	V00	A96
AWS Claim Key:	829269	Doc#:	0269825	51	Trx Code	ic i	0712S	Labor H	rs:	1.3	Labor C	ost:	62.77	Mate	rial Co	st:	62.48	Total	Cost:	128.28		
Dir Cd-Sub Cd:	03893-*	Name:	VISTA	FORD O	F OXNA	RD	Ph:	805-9836	511	St: CA	Ctry Cd:	USA	Reg Cd	:	NA I	Repr I	)ate:29-A1	PR-2005		DIST(N	lile):59	62
Cust Comments: Tech Comments:	SK SERV QCM MA					FILTER	, ROTAT	E TIRES,	CHECK	BRAKE		K FLUIDS			1							
1FFWW33P051	F7	T/F7	F	Г/ВС	T/CD	T/E	AI	T/BE	T/YB	16-01- 05	11-02- 05	172455	USA	3	5G04		5482		S13	S05	V39	N50
AWS Claim Key:	829270	Doc #:	0269825	52	Trx Code	:	2	Labor H	rs:	.5	Labor (	ost:	40.24	Mate	rial Co	st:	0	Total	Cost:	40.24		
Olr Cd-Sub Cd:	03893-*	Name:	VISTA	FORD O	FOXNAL	RD	Ph:	805-9836	511	St: CA	Ctry Cd:	USA	Reg Cd	:	NA I	Repr I	Date:29-Al	PR-2005		DIST(M	file):59	62
Cust Comments: Fech Comments:		- (2 ) CONT. 24 :				200	DRIVER F, RESEC	DIDITION A	BILIZE	R BAR, I	RETEST											
IFTWW33P05I	F7	T/F7	F	I/BC	T/CD	T/E	Al	T/BE	T/YB	16-01- 05	11-02- 05	172455	USA	7	6Y05		MAINT		SXX	SXX	V00	A96
		Dog #	0346125	0	Trx Code	15	07128	Labor H	rs:	1.8	Labor C	ost:	90.03	Mate	erial Co	st:	113.69	Total	Cost:	206.56		
AWS Claim Key:	1724861	170C m.																				
	03893-*			FORD O	FOXNAI	RD	Ph:	805-9836	511	St: CA	Ctry Cd:	USA	Reg Cd		NA I	Repr I	Date: 25-Al	UG-2005	5	DIST(N	Iile):15	984
Olr Cd-Sub Cd:	03893-* 15,000 M	Name:	VISTA I	CM			Ph:				Cd:		Reg Cd		NA I	Kepr I	Date:25-Al	UG-2005	5	DIST(N	Iile): 15	984
Dir Cd-Sub Cd: Cust Comments: Fech Comments:	03893-* 15,000 M 15K QCM	Name:	VISTA	CM GE OIL A	AND FILT						Cd: ECK FLU		Reg Cd		NA 5		Date: 25-A1	UG-2005		DIST(M		984 N50
Olr Cd-Sub Cd: Cust Comments: Fech Comments: FTWW33P05F	03893-* 15,000 M 15K QCM	Name: ILE SER I MAINT	VISTA I	CM GE OIL A	AND FILT	T/E	ATE TIR	ES, CHEC	K BRA	KES, CH	Cd: ECK FLU	172455		9				UG-2005	S13			
AWS Claim Key: Dir Cd-Sub Cd: Cust Comments: Tech Comments: IFTWW33P05F AWS Claim Key: Dir Cd-Sub Cd:	03893-* 15,000 M 15K QCM	Name: ILE SER MAINT T/F7 Doc #:	VISTA I	CM GE OIL A	AND FILT T/CD Trx Code	T/E	ATE TIR	ES, CHEC	K BRA	KES, CH	Cd: ECK FLU	172455	USA	9 Mate	5G04	e sst:	5493	Total	S13 Cost:	805	V39	N50

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IFTWW33P05E	F7	T/F7	F	T/BC	T/CD	T/E	Al	T/BE	T/YB	16-01- 05	11-02-	172455	USA	9 6L	03 5C3Z	2504302	BAC S08	S08	V71 I	B85
AWS Claim Key:	2647145	Doc #:	03912	751	Trx Co	de:	E84	Labor I	Hrs:	.6	Labor (	Cost:	50.03	Materia	l Cost:	79.44	Total Cost:	129.47		
Dir Cd-Sub Cd:	03893-*	Name	VISTA	FORD	OF OXN	ARD	Ph:	805-983	6511	St: CA	Ctry Cd:	USA	Reg Cd	: N/	Repr	Date:04-NC	V-2005	DIST(N	Mile):185	10
Cust Comments: Tech Comments:							JAMMED, REPLACE			SY.,										
1FTW W33P05E	F7	T/F7	È	T/BC	T/CD	T/E	AI	T/BE	T/YB	16-01- 05	11-02- 05	172455	USA	9 10	01 3C3Z	6700	BA SII	Stl	V44 I	L65
AWS Claim Key:	2556490	Doc#:	03912	752	Trx Co	de:	E84	Labor I	Hrs:	1.9	Labor (	Cost:	158.42	Materi	d Cost:	41.37	Total Cost:	199.79		
Dir Cd-Sub Cd:	03893-*	Name:	VISTA	FORD	OF OXN	ARD	Ph:	805-983	6511	St: CA	Ctry Cd:	USA	Reg Cd	: N/	Repr	Date:04-NO	V-2005	DIST	Mile):185	10
Cust Comments: Tech Comments:					OIL LEAR G, DIAGN		ISE OR LEAKS,	REPLAC	E FRONT	r cran	K SEAL,	RETEST						-		
1FTWW33P05F	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	16-01- 05	11-02- 05	172455	USA	11 6Y	05 *	MAINT	* SXX	SXX	V00	A96
AWS Claim Key:	2802637	Duc #:	04141	521	Trx Co	de:	0712S	Labor I	Hrs:	1.3	Labor (	Cost:	65.02	Materi	il Cost:	64.93	Total Cost:	132.79		
Dir Cd-Sub Cd:	03893-*	Name:	VISTA	FORD	OF OXN	ARD	Ph:	805-983	6511	St: CA	Ctry Cd:	USA	Reg Cd	: NA	Repr	Date: 12-DE	C-2005	DIST(	Mile):209	37
Cust Comments:	CUSTON	MER REC	QUEST	20,000 N	IILE SER	RVICE														
Tech Comments:	20K QC	M MAIN	TCHAN	GE OIL	AND FI	LTER, R	OTATE TIE	RES, CHE	CK BRA	KES, CI	ECK FL	UIDS								
1FTWW33P05E	F7	T/F7	F	T/BC	T/CD	T/E	Al	T/BE	T/YB	16-01- 05	11-02- 05	172455	USA	II 6H	01 F81Z	2521452	AA S13	S05	V39	G09
AWS Claim Key:	2890871	Doc#:	041415	552	Trx Co	de:	E84	Labor I	Ars:	1.6	Labor (	Cost:	133.4	Materi	al Cost:	436.85	Total Cost:	570.25		
Dir Cd-Sub Cd:	03893-*	Name:	VISTA	FORD	OF OXN	ARD	Ph:	805-983	6511	St: CA	Ctey Cd:	USA	Reg Cd	: N/	Repr	Date: 12-DE	C-2005	DIST(	Mile):209	137
Cust Comments: Tech Comments:			04.00				ARE SCRA , INSPECT	ale aller	2.24.5		MOULDI	NGS, NECE	GLASS, R	ETEST						
1FTWW33P05I	F7	T/F7	F	T/BC	T/CD	T/E	AI	T/BE	T/YB	16-01- 05	11-02-	172455	USA	15 6Y	05 *	MAINT	* SXX	SXX	V00	A96
AWS Claim Key:	4304038	Doc #:	086291	51	Trx Co	de:	0712S	Labor I	Irs:	1.3	Labor (	Cost:	58.72	Materi	al Cost:	63.65	Total Cost:	128.5		
Dir Cd-Sub Cd:	05426-*	Names		LOPE V.	ALLEY F	FORD	Ph	661-949	3586	St: CA	Ctry Cd:	USA	Reg Cd	i: N	Repr	Date: 10-Al	R-2006	DIST(	Mile):253	121
Cust Comments:	CUSTON	MER REC	QUEST:	25K QC	M SERVI	CE														
Tech Comments:	25000 M	ILES (40	000 KM	S) NOR	MAL SCI	HEDULE	D MAINTI	ENANCE						_						
1F1WW33P05E	F7	T/F7	F	T/BC	T/CD	T/E	Al	T/BE	T/YB	16-01- 05	11-02- 05	172455	USA	15 *		*	* SXX	sxx	V00	٠
						Don't	nerve			6.5	Q. 14. 10. 2		mr mn	22000	. Cast.	142.20	Total Cost:	217 54		
AWS Claim Key:	4304039	Doc #:	086292	40	Trx Co	de:	05E15	Labor F	irs:	1	Labor (	Cost:	75.28	Materi	at Cost:	142.28	Total Cost:	217.30		

PE13-014 000685LCPV

Dir Cd-Sub Cd:	T/F7 Doc #: Name: DE GAS BL 05B32 C T/F7 Doc #: Name: STOMER	F 0862 ANTI LINC F 0862 ANTI LINC F 0956 ANTI LINC F 0956 ANTI LINC	TELOPE Y ICOLN M R ONE TIM TOMER A  T/BC 29242 TELOPE Y ICOLN M I/BC 69151 TELOPE Y ICOLN MI	Trx Coo VALLEY F ERCURY ME CUSTO SSURANC  T/CD  Trx Coo VALLEY F ERCURY  LEVEL LA GAS BOTT  T/CD  Trx Coo VALLEY F ERCURY	ORD  OMER ASS TE TEST D  T/E  de: ORD  BEL AND FLE LABE  T/E  de:	A1 05B32 Ph:	T/BE Labor H 661-949;	3586 T/YB Irs: 3586 DJUSTMI AND C	16-01- 05 .2 St: CA ENT COOLAN	Labor Cos Ctry Cd: SiO	72455 st:	USA 15.06 Reg Cd:	Material NA  15 *  Material NA  20 6Y0	* Cost: Repr	0  Date:10-Al  Date:10-Al  MAINT	Total Cos PR-2006  SX Total Cos PR-2006	DIST(N	V00 * Mile):2532  V00 * Mile):2532
Dir Cd-Sub Cd:	Name: ELIGIBLE L 59B01 C  T/F7 Doc #: Name: DE GAS B L 05B32 C  T/F7 Doc #: Name: STOMER	F 0862 ANTI LING BOTTH F 0956 ANTI LING R REQ	TELOPE Y ICOLN M R ONE TIM TOMER A  T/BC 29242 TELOPE Y ICOLN M I/BC 69151 TELOPE Y ICOLN MI	VALLEY F ERCURY ME CUSTO SSURANC  T/CD  Trx Coc VALLEY F ERCURY LEVEL LAI GAS BOTT  T/CD  Trx Coc VALLEY F ERCURY	ORD  OMER ASS TE TEST D  T/E  de: ORD  BEL AND FLE LABE  T/E  de:	Ph: SURANCE DRIVE RE A1 05B32 Ph: D FLUID L EL INSTA A1 0712S	661-949, E TEST DE PLACE T/BE Labor H 661-949; EVEL AD LLATION	3586 T/YB Irs: 3586 DJUSTMI AND C	St: CA EE EMIS:  16-01- 05 2 St: CA ENT COOLAN	Ctry Cd: SIO  11-02- 1 Labor Cos Ctry Cd: T LEVEL A	72455 st: USA	USA 15.06 Reg Cd:	NA  15 *  Material  NA	* Cost: Repr	Date:10-Al  0 Date:10-Al  MAINT	* SX Total Cos PR-2006	DIST(N	V00 * Mile):2532
Cust Comments: 59B01 EI Tech Comments: RECALL  1FTWW33P05E F7  AWS Claim Key: 4304041  Dir Cd-Sub Cd: 05426-* Cust Comments: RECALL  1FTWW33P05E F7  AWS Claim Key: 6044134  Dir Cd-Sub Cd: 05426-* Cust Comments: THE CUS Tech Comments: 30000 MI  1FTWW33P05E F7  AWS Claim Key: 6044135  Dir Cd-Sub Cd: 05426-* Cust Comments: THE CUS Tech Comments: THE CUS SHORT II	T/F7 Doc #: Name: DE GAS BL 05B32 C T/F7 Doc #: Name: STOMER	F 0862 ANTI- LINC P 0956 ANTI- LINC ANTI- LI	T/BC  29242  TCOLN M  T/BC  29242  TCLOPE V  COLN M  T/BC  69151  TELOPE V  COLN M  QUESTS:	T/CD Trx Coc VALLEY F ERCURY T/CD Trx Coc VALLEY F ERCURY T/CD Trx Coc VALLEY F	DMER ASS TE TEST D T/E de: FORD BEL AND T/E LABI	A1 05B32 Ph: D FLUID L EL INSTA	T/BE Labor H 661-949. EVEL AD LLATION T/BE	T/YB  Irs: 3586 DJUSTMI AND C	16-01- 05 2 St: CA ENT OOLAN	Cd: SIO  11-02- 05  Labor Cos Ctry Cd: T LEVEL A	72455 st: JSA	USA 15.06 Reg Cd:	15 * Material NA	• Cost: Repr	* 0 Date:10-Al	SX Total Cos PR-2006      SX	XX SXX at: 15.06 DIST(S	V00 * Mile):2532
Tech Comments:   RECALL	T/F7 Doc #: Name: DE GAS BL 05B32 C T/F7 Doc #: Name: STOMER	F 0862 ANTI LING BOTTH COOL F 0956 ANTI LING R REQ	T/BC 29242 TELOPE V COLN M LE FILL I LANT DE T/BC 69151 TELOPE V ICOLN MI	T/CD Trx Coc VALLEY F ERCURY LEVEL LAI GAS BOTT T/CD Trx Coc VALLEY F ERCURY	T/E  T/E  de: CORD  BEL AND FLE LABE  T/E	A1 05B32 Ph: D FLUID L EL INSTA A1 0712S	T/BE Labor H 661-949. EVEL AD LLATION T/BE	T/YB  Irs: 3586  JUSTMI AND C	16-01- 05 .2 St: CA ENT COOLAN	11-02- 1 05 Labor Cos Ctry Cd: U	st: JSA D	15.06 Reg Cd:	Material NA	Repr	MAINT	Total Cos	DIST(S	Mile):2532
AWS Claim Key: 4304041  Dir Cd-Sub Cd: 05426-*  Cust Comments: 05B32 Dir Tech Comments: RECALL  IFTWW33P05E F7  AWS Claim Key: 6044134  Dir Cd-Sub Cd: 05426-*  Cust Comments: THE CUS Tech Comments: 30000 Mi  HFTWW33P05E F7  AWS Claim Key: 6044135  Dir Cd-Sub Cd: 05426-*  Cust Comments: THE CUS SHORT II	Doc #: Name: DE GAS BL 05B32 C T/F7 Doc #: Name:	F 0956 ANTI LING	Z9242 TELOPE Y COLN M (LE FILL I LANT DE  T/BC 69151 TELOPE Y (COLN M) QUESTS 3	Trx Coc VALLEY F ERCURY LEVEL LAI GAS BOTT  T/CD  Trx Coc VALLEY F ERCURY	de: FORD BEL AND TLE LABE T/E	05B32 Ph: D FLUID L EL INSTA A1 0712S	Labor H 661-949; EVEL AD LLATION T/BE	Irs: 3586 JUSTM AND C	05 .2 St: CA ENT OOLAN	Labor Cos Ctry Cd:	st: JSA D	15.06 Reg Cd:	Material NA	Repr	MAINT	Total Cos	DIST(S	Mile):2532
Dir Cd-Sub Cd: 05426-*     Cust Comments: 05B32 Dir Tech Comments: RECALL	Name: DE GAS B L 05B32 C T/F7 Doc #: Name: STOMER	F 0956 ANT LING	TELOPE Y NCOLN MI LE FILL I LANT DE T/BC 69151 TELOPE Y ICOLN MI QUESTS 3	VALLEY F ERCURY LEVEL LA GAS BOTT T/CD Trx Coo VALLEY F ERCURY	FORD BEL AND TLE LABE T/E de:	Ph: D FLUID L EL INSTA Al 0712S	661-949: EVEL AD LLATION T/BE	3586 JUSTM AND C	St: CA ENT COOLAN 16-01- 05	Ctry Cd: U	JSA D	Reg Cd:	NA	Repr	MAINT	PR-2006	DIST(	
Cust Comments:	T/F7 Doc #: Name:	F 0956 ANT LING	T/BC  69151 TELOPE VICOLN MI	T/CD Trx Coc VALLEY F	BEL AND TLE LABE T/E de:	Al 0712S	EVEL AD LLATION T/BE	JUSTM AND C	ENT 'OOLAN' 16-01- 05	Cd: T LEVEL A	D				MAINT	• sx	x sxx	
Tech Comments: RECALL  IFTWW33P05E F7  AWS Claim Key: 6044134  Dir Cd-Sub Cd: 05426-*  Cust Comments: THE CUS Tech Comments: 30000 MI  IFTWW33P05E F7  AWS Claim Key: 6044135  Dir Cd-Sub Cd: 05426-*  Cust Comments: THE CUS Tech Comments: SHORT II	T/F7 Doc #: Name:	F 0956 ANT LING	T/BC  69151 TELOPE VICOLN MI	T/CD Trx Coc VALLEY F	BEL AND TLE LABE T/E de:	Al 0712S	LLATION T/BE	T/YB	16-01- 05	11-02-		USA	20 6Y0	5 *				V00 A
AWS Claim Key: 6044134  Dir Cd-Sub Cd: 05426-*  Cust Comments: THE CUS Tech Comments: 30000 MI  HFTWW33P05E F7  AWS Claim Key: 6044135  Dir Cd-Sub Cd: 05426-*  Cust Comments: THE CUS Tech Comments: SHORT II	Doc #: Name: STOMER	ANT LING R REQ	69151 TELOPE V ICOLN MI QUESTS 3	Trx Coo VALLEY F ERCURY	de:	0712S			05		72455	USA	20 6Y0	5 *				V00 A
Dir Cd-Sub Cd: 05426-*   Cust Comments: THE CUS 30000 MI	Name: STOMER	ANT LING R REQ	TELOPE VICOLN MI QUESTS 3	VALLEY F			Labor H	Irs:	2.5		12423	S. Serie			201.64	Total Cos	t: 333.71	
Cust Comments: THE CUS Tech Comments: 30000 MI  HFTWW33P05E F7  AWS Claim Key: 6044135  Dir Cd-Sub Cd: 05426-*  Cust Comments: THE CUS Tech Comments: SHORT II	STOMER	R REQ	COLN MI QUESTS 3	ERCURY	ORD	Ph:		100	2.4	Labor Cos	st:	112.64	Material	Cost:	201.66		70-3000	
### Tech Comments: 30000 MI ####################################			A 1 10 10 10 10 10 10 10 10 10 10 10 10 1	ROK OCM S		91.00	661-949	3586	St: CA	Ctry t	ISA	Reg Cd:	NA	Repr	Date: 29-SE	P-2006	DIST(	Mile):3458
AWS Claim Key: 6044135  Dir Cd-Sub Cd: 05426-*  Cust Comments: THE CUS  SHORT II			KMS) NOI	RMAL SCH			ENANCE											
Dir Cd-Sub Cd: 05426-*  Cust Comments: THE CUS  Tech Comments: SHORT II	T/F7	F	T/BC	T/CD	T/E	Al	T/BE	T/YB	16-01- 05	11-02- 05	72455	USA	20 7PO	4C3Z	13K359	AAA SO	9 S09	V17 A
Cust Comments: THE CUS	Doc#:	0956	69751	Trx Cod	le:	E83	Labor H	Irs:	1	Labor Cos	st:	78.22	Material	Cost:	65.3	Total Con	it; 143.52	
Tech Comments: SHORT II	Name:		TELOPE V	VALLEY F	ORD	Ph:	661-949	3586	St: CA	Ctry L	JSA	Reg Cd:	NA	Repr	Date: 29-SE	P-2006	DIST(	Mile):3458
										T ON RIGH								
				RN SIGNAL		VIGGLE S	WITCH FO	OR RIGI	HT TURP	N SIGNAL	TO WORK	ALSO RI	GHT FRO	ONT TUE	IN SIGNA	- BULB BU	KNI OUI	
1FTWW33P05E	T/F7	F	T/BC	T/CD	T/E	AI	T/BE	T/YB	16-01- 05	11-02- 05	72455	USA	20 7111	2 6C3Z	19980	AA SO	8 S08	V79 C
AWS Claim Key: 6044136	Doc#:	0956	60757	W	las.	Niezo			W			70.4	Material	Cast	398.13	Total Ca	t: 468.53	
Dlr Cd-Sub Cd: 05426-*		and the same		Trx Cod		E83	Labor H	Irs:	,9	Labor Cos	it:	Luci	Materiai	C OST.	530:15	total Co.	790.22	
Cust Comments: THE CUS	Name:			VALLEY FO		E83 Ph:	Labor H 661-9493		St: CA	Ciev	JSA	Reg Cd:			Date: 29-SF			Mile):3458

1FTWW33P05E	F7	F/F7	F	1/BC	T/CD	T/E	A1	T/BE	T/YB	16-01- 05	11-02- 05	172455	USA	20	2G04 *	DIAG		S11	SH	V52	D02
AWS Claim Key:	6055350	Doc #:			Trx Co		S07	Labor	Hrs:	1.6	Labor (	Cost:	125.15	Mate	rial Cost:	0	Total	Cost:	125.15		
Dir Cd-Sub Cd:	05426-*	Name:	LINC	OLN ME	ALLEY I	ORD	Ph:	661-949	3586	St; CA	Ctry Cd:	USA	Reg Co	1; 1	NA Rep	or Date: 29-5	EP-2006		DIST(M	ile):345	82
Cust Comments:	THE CU			TES THA	T THE CO	OMPUTI	R WAS F	LASHED I	OR CA	EMISSIC	ONS, BUT	THE VEH	ICLE IS R	EGIST	ERED TO	OREGON.	AND NO	W THE	RE IS A	FUEL	
Tech Comments:								PSI NO CO		TEST I	9.6 MILE	S MONITO	R MGP 66	MPH 2	130 RPM	FOR 7 MIN	UTES 36	SEC A	VERAGE	MPG	
1FTWW33P05E	F7	T/F7	F	T/BC	T/CD	T/E	AI.	T/BE	Т/ҮВ	16-01- 05	11-02- 05	172455	USA	21 :	5N01 +	3A131		S13	S10	V89	N24
AWS Claim Key:	6044137	Doc #:	10.91.4		Trx Co		E84	Labor l	Hrs:	.5	Labor (	Cost:	39.11	Mate	rial Cost:	0	Total	Cost:	39.11		
Dir Cd-Sub Cd:	05426-*	Name:	LINC	OLN ME	ALLEY I	ORD	Ph:	661-949	3586	St: CA	Ctry Cd:	USA	Reg Co	i: 1	NA Rej	or Date:04-0	OCT-2006	5	DIST(M	ile):346	01
Cust Comments: Tech Comments:												S WHEEL A		NT ENI	SHAKE	BAD. CHE	CK AND	ADVIS	SE.		
IFTWW33P05F	F7	T/F7	F	T/BC	T/CD	T/E	AI	T/BE	T/YB	16-01- 05	11-02- 05	172455	USA	21	5U88 *	NPF	*	\$13	S10	V89	N25
AWS Claim Key:	6553761	Doc#:	09691	751	Trx Co	de:	E84	Labor I	Irs:	.4	Labor (	Cost:	31.29	Mate	rial Cost:	0	Total	Cost:	31.29		
Dir Cd-Sub Cd:	08650-*	Name:	ANTE	CLOPE V	ALLEY F	ORD	Ph:	*.*		St: CA	Ctry Cd:	USA	Reg Co	l:	NA Rej	r Date:24-	OCT-2006	5	DIST(M	ile):35	91
Cust Comments: Tech Comments:												AND FORT R 60 PSI SE			NG A BU	MP ABOVE	40 MPH	CK A	ND ADVI	SE.	
1FTWW33P05E	F7	T/F7	F	T/BC	T/CD	T/E	Al	T/BE	T/YB	16-01- 05	11-02- 05	172455	USA	21	5R01 6C	3Z 78611B	09 AAB	S08	S08	V05	S25
AWS Claim Key:	6541599	Doc#:	09691	752	Trx Co	de:	E84	Labor l	Irs:	.6	Labor (	Cost:	46.93	Mate	rial Cost:	54	Total	Cost:	100.93		
Dir Cd-Sub Cd:	08650-*	Name:	LINC	CLOPE V	ALLEY F	ORD	Ph:	+.+		St: CA	Ctry Cd:	USA	Reg Co	i:	NA Re	or Date: 24-	OCT-2000	5	DIST(M	ile):355	91
Dir Ca-Sub Ca:		STOME	STAT	ES THA	T THE D	RIVERS	SEAT BEL	T LOCKS	UP WHI	EN YOU	ARE DR	IVING AN	D TRY TO	LEAN	FORWA	RD, NO MA	TTER H	OW SI	OW. CK	AND	
Cust Comments:	THE CU:	300																			
	ADVISE		INDS I	REPLAC	E DRIVE	RS SIDE	RETRAC	ror.							-			-		-	
Cust Comments:	ADVISE	TORS B	F	T/BC	T/CD	RS SIDE	RETRAC	T/BE	T/YB	16-01- 05	11-02- 05	172455	USA	25	2E06 5C4	1Z 9A543	A	SJI	SII	V44	D50
Cust Comments:	ADVISE	T/F7 Doc #:	F 01274	T/BC 751	T/CD Trs Coo	T/E			100	16-01- 05 8	11-02- 05 Labor (		0.0000		2E06 5C4		28		S11 1566.56	V44	D50
Cust Comments: Tech Comments:  IFTWW33P05E  AWS Claim Key:	ADVISE RETRAC F7 7575204	T/F7 Doc #:	F 01274	T/BC 751	T/CD	T/E	Al	T/BE	trs:	05	05		0.0000	Mate	rial Cost;		Total	Cost:			
Cust Comments: Tech Comments:  IFTWW33P05E	ADVISE RETRAC F7 7575204 05426-* CUST SA	T/F7 Doc #: Name:	F 01274 ANTE LINCO	T/BC 751 CLOPE V OLN ME HAS CR/	T/CD  Trx Coo ALLEY F RCURY	T/E le: ORD	Al S07 Ph:	T/BE Labor I 661-949	Irs: 3586	05 8 St: CΛ	05 Labor C Ctry Cd:	Cost: USA	625.76 Reg Co	Mate	rial Cost; NA Rep	940.8	Total	Cost:	1566.56 DIST(M	ile):44	

FTWW33P051	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	513	S10	V89	C50
AWS Claim Key:	7594767	Doc #:	012747	52	Trx Coo	de:	P01	Labor I	Ars:	10.5	Labor	Cost:	821.31	Ma	terial (	Cost:	945.87	Tota	Cost:	1767 18		
Olr Cd-Sub Cd:	05426-*	Name:			ALLEY F	ORD	Ph:	661-949	3586	St: CA	Ctry Cd:	USA	Reg Cd	i:	NA	Repr	Date:27-F	EB-200	7	DIST(N	(ile):44	593
Cust Comments:					TING SWI			EFT APPR	OX 65N	APH IF U	HIT A S	LIGHT BUN	MP THEN	VEH	WILL	LOSE	CONTRO	L & CU	ST CAN	NOT ST	EER.	
Fech Comments:	SUSP AT	DJUSTEI	TO SPE	ecs us	ED ALIG	NMENT	ADJUSTE	D BUSHI	NG TO	REDUCE	FRTCA	TER FSE R STER RT C TERMARKE	ONCERN	STIL	L THE	RE FS	E ADVISE	DTOR				
FTWW33P051	F7	T/F7	F	T/BC	T/CD	T/E	A1	T/BE	T/YB	16-01- 05	11-02-	172455	USA	25	6Y20		MISC		SXX	SXX	V00	A98
WS Claim Key:	7740426	Doc #:	012747	53	Trx Coc	le:	P98	Labor I	Hrs:	0	Labor (	Cost:	0	Ma	terial (	Cost:	0	Tota	Cost:	924		
ir Cd-Sub Cd:	05426-*	Name:			ALLEY F	ORD	Ph:	661-949	3586	St: CA	Ctry Cd:	USA	Reg Cd	l:	NA	Repr	Date: 27-F	EB-200	7	DIST(M	file):44	1593
cust Comments:	LOANER	RENTA	L 28 DA	Y FOR	ED CRC P	ER BROO	OKE POW	ELL PO#	149660													
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Any comments? You can contact

webmaster











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Service 661-949-6935 All other calls 661-949-3586

SBDS\*

B.A.R. REG. # AL 073849

REVISED ESTIMATE

E.P.A. #CAD 983648940

NEW TOTAL		PHONE #		7/10							
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14

ON LINE SERVICE INVOICING BY





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"You'll Love The Difference"

Customers — Employees —

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

	INVOICE TO			DRIVER/OWNER INFORM	ALLOW IMAGIC	C. WIZ/4/
PALMDALE CELL:		CA	PALMDALE CELL:		CA	
DOOMETER IN	ADV: 232 OSUNA, RE INV TAX RULES: YNNNY INVO N: 44593 OUT: 44613 SIN: 02/27/07 DONE: 03/	ICED: 03/27/2007 27/07	16:26:42 O5 FORD DIST: FR3 DATES INSERVI	F-350 SD 4WD DRW CE: 021105 PRODUCTIO	ENSE NUMBER: CREW CAD W	HITE
	WENT FROM 70MPH - 40MPH OFF VEHICLE WOULD NOT B	rank no start – be & would not excre rake or steer –	R.O. NOT COMPLETE *** FORE THAT VEH LOST POWER 3 ED 40MPH FOR 30 SEC - WHEN ** POSS DIESEL WARRA	BX'S - OPERATION I SHUT 061706A	TECH HOURS 639 8.0	AMOUNT 625.76
CAUSE CORRECTION	FITTING ALSO FOUND WHEN	ING PRESSURE PRESS PUMP WAS REMOVED I	ure test replaced block an Lots of metal debris and I Reassembled recheck rd te	PR		
	PART NUMBER	PO# NOTE	DESCRIPTION	YTG	SFLL	
	FMC 503Z 90968 CA		REGULATOR - FUEL PRE	1	144.66	144.66
	FMC 4C3Z 9B246 A FMC 3C3Z 6766 BA		KIT - FLEXIBLE PIPE	1	43.21	43.21
	FMC 3C3Z 6B898 AA		VALVE ASY - CRANKCAS	1	2.66	2.56
	FMC 3032 68898 HA		GASKFT	1	2.58	2.58
	FMC 5C4Z 9A543 A		PIN - SPECIAL	4	.79	3.16
ACTORY	PARTS: COUNT 9		PUMP ASY - FUEL INJE ALLOWANCE: 268.81 CERT#: 9622	1	475.74	475.74
	CONCERN CD: D50			(See	Contract Con	
				SUE		
				PARTS		940.82
YPE: W				TOTAL CHARGE FOR		625.76
outernation	AUST AND PURSON					
INCERN 52	A SLIGHT RUMP THEN VEH U	TING/SWEEPING TO T	HE LEFT @APPROX 65MPH - II	F U HIT OPERATION	TECH HOURS	AMOUNT 132.97
	SECONDS - INTERMITTENT -	SEE HISTORY	- REFER TO 95924	LW SSOAN	020 1.7	102.77

TAG: 0361	AUV: 232 USUI	NA, R INVOICE			26:42 BB 05 R.O. NOT COMP		WHITE LIC	ENSE NUMBER:	
CAUSE	EXCESSIVE DI	RIFTING TO THE			035 // 3950				
CORRECTION	REPLACED STI	EERING GEAR							
		BAR - FRONT -					5482A		23.47
		Pressure and r		ED PER TS	B 07-05-07		0705078	620 1.4	109.5
		ONT WHEEL ALIG					070507C	620 2.1	164.26
524		ANCHO STEERING S PER NICK WA		AND STAB	BAR ADJUSTI	ED CAMBCASTER	MT	620 5.0	391.10
	PART NUMBER		P0#	NOTE	DESCRIPTION		QTY	SELL	
	FMC 7C32	3504 A			GEAR ASY - S	STEERING	1	380.98	380.98
	FMC 5C3Z	3B440 CCC			ADJUSTER AS		1	18.27	18.27
	FMC 5C3Z	38440 EEE			ADJUSTER AS	t	1	9.63	9.63
	FMC NPN. 231				******	***	10	15.23	15.23
	FMC NPN. 231	38			*********	*******	1C	15,23	15.23
	FMC NFN.541	3			RANCHO		28	70,00	140.00
	FMC 5C3Z	5484 CA			BUSH		2	8,30	16.60
	FMC 5C3Z	5482 CA			BAR - STABIL	IZER	1	43.40	43.40
	FMC NPN. BOL	TS			******	****	4C	.23	.92
	FMC	NS11677 S439			*BOLT		4	5.91	23.64
	FMC	N807164 S439			NUT - ADJUST	TING SCRE	4	2.93	11.72
	PARTS: COUNT	22			ALLOWANCE:	254.21			
							SU	DTOTAL	
							PARTS	*********	889,83
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TYPE: W							TOTAL CHARGE FOR	CONCERN	1711.14
CONCERN 53*	LOANER RENTA	L @28/DAY FOR	d CRC - (	PER BROOK	KE POWELL)		OPERATION RENTAL	TECH HOURS	AMOUNT . OC
CAUSE	***						0.2333	3000	
	AUTH BY FMC								
210,000	PART NUMBER		P0#	NOTE	DESCRIPTION		QTY	SELL	
	FMC HERTZ		4. 200		P0#149660/42	212586	18	924.00	924.00
	Lorder Conduction			11-1711			***		
ACTORY					CERT#: 9999				

	INVOICE TO		3603m242	DRIVER/OWNE	R INFORMATION INVOICE: W12747
	FOR OFFICE USE			VEHI	CLE INFORMATION
TAG: 0361	ADV: 232 OSUNA, R INVOICED:	03/27/2007 16:26:42 BB	05 F-350 SD	WHITE	LICENSE NUMBER:
		TOU O BASE	COMDI ETE XXX		

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 F-350 SD 4WD DRW CREW CAB WHITE IN-SERV DATE:02/11/ 1FTWW33P05E 05 FORD TYPE DATE DEDUCT MON MILES ACTIVE NEW 48 712 02/11/09 000 51000 NUMBER EXT SVC PLAN1: USA 2005 NEW 48 712 EXT SVC PLAN2: 0.00 O 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 OPR-CODE NC 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 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 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 QUITS 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 DURRING 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 FP DIAG LIT5 82 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 PERFORMED QUALITY CARE INSPECTION PERFORM QUALITY CARE 24 POINT INSPECTION 99P LN 51 PAY TYPE QCM TECH1-207 1.10 LIT5 82 FP MAINT OPR-CODE MB25 25000 MILES (40000 KMS) - NORMAL SCHEDULED MAINTENANCE N 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

OPR-CODE NC

FP 5C3Z9J460A

EP SENSOR, CONNECTOR, AND RECALIBRATION

05E15 EXHAUST PRESSURE SENSOR REPLACEMENT, ON-BOARD DIAGNOSTIC SYSTEM A RECALL 05E15

OPR-CODE 59B01A PAY TYPE W TECH1-207 .30

CUSTOMER ASSURANCE TEST DRIVE - REPLACE

59801 ELIGIBLE FOR ONE-TIME CUSTOMER ASSURANCE TEST DRIVE. SEE EMISSIO RECALL 59B01

TECH1-207 OPR-CODE 05B32B LN 42 PAY TYPE W .20 COOLANT DEGAS BOTTLE LABEL INSTALLATION AND COOLANT LEVEL AD 05B32 DE-GAS BOTTLE FILL LEVEL LABEL AND FLUID LEVEL ADJUSTMENT

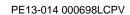
RECALL 05B32 LN 51 PAY TYPE W TECH1-999

NO CHARGE

CUSTOMER REPORTS REAR SLIDING WINDOW WILL NOT FULLY OPEN & OPENS VERY SLOW CLEANED AND LUBED TRACK

END OF DATA

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STATE OF	NEW	YORK
SUPREME	COUR	ET T

#### COUNTY OF ALBANY

# ROBERT LAPP and FARM FAMILY INSURANCE COMPANY as subrogee of ROBERT LAPP,

Plaintiffs,

VERIFIED COMPLAINT

Index No. 284-06

-against-

FORD MOTOR COMPANY,

Defendants.

PLAINTIFFS, Robert Lapp 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, Robert Lapp, 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, Robert Lapp purchased a 2005 model Ford F350 pickup truck (hereinafter "Subject Vehicle").
  - 5. The Subject Vehicle Identification Number ("VIN") 1FTWX31PX5EC18041.
  - 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.

Albany County Clerk Document Number 9636779 Rcvd 01/18/2006 10 40 25 AM



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HISCOCK & BARCLAY, LLP

- 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 Robert Lapp 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, Mr. Lapp 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, Mr. Lapp was insured under a Farm Family Insurance Company policy of insurance. Farm Family paid to or on behalf of Mr. Lapp 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 Robert Lapp desires replacement of the vehicle as it is still under warranty. Also, Mr. Lapp 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.
- 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 fir 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.

ALLIBOT/139659\1 302129-3014317 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

*l'* ' \

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

ALLIB01\139659\1 302129-3014317

#### 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.

- : -

Sworn to before me this

i/T day of January, 2006.

HISCOCK & BARCLAY, LLP

JACQUELINE G. BREEDLOVE Notary Public, State of New York No. 01BR6037145 Qualified in Albany County Commission Expires February 14, 20

ALLIB01\139659\1 302129-3014317

PE13-014 000703LCPV

#### All Action Details for Issue

Print

VIN: 1FTWX31PX5E Name:

Year: 2005

Owner Status: Original

Symptom Desc: STRG/HANDLING PULL/DRIFT LEFT

Reason Desc: LEGAL - ACCIDENT / FIRE

Issue Type: 07 LEGAL

Issue Status: CLOSED

Model: F-SERIES SUPER DUTY

WSD: 2005-02-18 Primary Phone:

Secondary Phon

Case: 572380615

Action: ADVISE CUST INFORMATION WILL BE SENT TO CONSUMER AFFAIRS Origin Desc: US CONCERN CASE BASE

Dealer: 03043 RHINEBECK FORD, INC.

Comm Type: PHONE

Odometer: 575 MI

Analyst Name: ABBOTT LA TANYA

Action Date: 03/02/2005

Analyst: LABBOTT4

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
0-5 0 to and 100 acces to 200 acces 4 to 60 acces 4 to 60 acces 6 to 60	
FIRE/ACCIDENT	Α

Action: MAKE OUTBOUND CALL TO DEALER

Dealer: 03043 RHINEBECK FORD, INC.

Odometer: 575 MI Analyst Name: KIRKSEY, VINCE (V.) Analyst: VKIRKSE1

Action Date: 03/04/2005

Comm Type: PHONE

Action Time: 14.26.56.546Action 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

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.

https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp?Action=ActionList...

5/31/2005

Page	2	of	2

Customer Data Link - CuDL

https://web.cudl.dealerconnection.com/Issues/CuDLIssueActionsAllPrint.asp?Action=ActionList...

5/31/2005

#### All Action Details for Issue

Print

VIN: 1FTWX31PX5E

Year: 2005

Model: F-SERIES SUPER DUTY

Case: 572380615

Name

Owner Status: Original

WSD: 2005-02-18 **Primary Phone:** 

Symptom Desc: STRG/HANDLING FUNCTION LOSS OF STRG

Reason Desc: CAC RELATED - F/M CSR FOLLOWING CONTACT

Issue Type: 02 INFORMATION

**Issue Status: CLOSED** 

Secondary Pho

**Action: CALLBACK ADD ADDITIONAL COMMENTS** 

Dealer: 03043 RHINEBECK FORD, INC.

Comm Type: PHONE

Origin Desc: US CONCERN CASE BASE

Odometer: 566 MI 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 WED, MARCH 2, 2005 THE VEH WAS INVOLVED IN AN ACCIDENT -- THE VEH WAS HIT FROMT 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



50 BEAVER STREET ALBANY / NEW YORK 12207-2830 T 518 434.2163 / F 518.434.2621 DANIEL W. COFFEY

DIRECT DIAL 518.429.4280 DIRECT FAX 518.427.3478 DCOFFEY@HISCOCKBARCLAY.COM

May 16, 2005

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FORD MOTOR DOMPANY

SELDE VED

DESIGNS LINE

MAY 2 \$ 2005

OFFICE OF THE GENERAL DOUNSEL

### <u>CERTIFIED MAIL</u> <u>RETURN RECEIPT REQUESTED</u>

Ford Motor Company Office of Legal Counsel 3 Park Lane Boulevard Park Lane Towers West Suite 1500 Dearborn, MI 48126-2566

Re:

Insured

DOL

Farm Family Insurance Co.

Claim No.

Total Subrogated Amount

Vehicle VIN

3/1/05

\$9,568.62 (Plus any

deductible)

1FTWX31PX5E

(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 Mr. 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. 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

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) CRICINAL FILED THIS Jared M. Scarbrough (022011) 2 HOLM WRIGHT HYDE & HAYS PLC 3 10429 S. 51st Street, Suite 285 Phoenix, AZ 85044 4 (480) 961-0040 5 Attorneys for Plaintiff Western Agricultural Insurance Company 6 7 SUPERIOR COURT OF ARIZONA YAVAPAI COUNTY 8 WESTERN AGRICULTURAL INSURANCE NOV 20090289 9 COMPANY, an Arizona Corporation, 10 Plaintiff. 11 COMPLAINT 12 13 FORD MOTOR COMPANY, a Delaware Corporation, and JOHN DOES 1-X, ABC 14 CORPORATIONS I-X; XYZ 15 PARTNERSHIPS, SOLE PROPRIETORSHIPS and/or JOINT 16 VENTURES I-X, 17 Defendants. 18 19 Plaintiff WESTERN AGRICULTURE INSURANCE COMPANY, an Arizona 20 corporation (hereinaster "Plaintiff" or "WAIC"), individually, and as subrogee for its 21 insured, OLSEN GRAIN, INC., a sole proprietorship owned by WARREN HUBBARD, 22 23 by and through undersigned counsel for its Complaint against Defendant Ford Motor 24 Company hereby alleges as follows: 25 **JURISDICTION** 26 27 1. 28

Negligence-Strict Product Liability

(Tort Non-Motor Vehicle)

(Assigned to the Honorable

Plaintiff WAIC is, and at all times set forth herein, was an insurance carrier duly authorized to transact and conduct business in the State of Arizona.

- OLSEN GRAIN, INC. is, and at all times set forth herein, was a corporation owned by WARREN HUBBARD, authorized to and transacting business in Yavapai County, Arizona.
- Defendant FORD MOTOR COMPANY ("FORD") was a Delaware corporation transacting business in Yavapai County, Arizona at all times relevant to this Complaint.
- 4. Does I X and Black and White Corporations I X are persons, partnerships, corporations, or unincorporated entities subject to suit in a common name whose names are unknown to WAIC and who are, therefore, designated by fictitious names pursuant to Rule 10(f), Arizona Rules of Civil Procedure. WAIC will seek leave to amend its Complaint as such fictitious defendants are clearly identified.
- 5. The amount in controversy exceeds the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) and this Court has jurisdiction over the dispute and the parties.
- 6. Venue is proper in the County of Yavapai, pursuant to A.R.S. §12-401(18) because the torts, damage and loss complained of herein were committed or occurred in the County of Yavapai, State of Arizona.

#### **GENERAL ALLEGATIONS**

7. Plaintiff hereby incorporates each and every allegation set forth in Paragraphs 1 through 6 hereof.

- 8. Prior to the accident giving rise to this litigation, OLSEN GRAIN, INC. purchased a new 2006 Ford F-250 Super Duty Pickup, VIN #1FTSWZ1P76EC70935 (the "Vehicle"), at Sanderson Ford Dealership in Glendale, Arizona.
- 9. OLSEN GRAIN, INC. regularly maintained the Vehicle according to the manufacturer's recommendations.
- 10. On or about March 11, 2007, Kristi Hubbard was driving the Vehicle southbound on I-17 at about 65 mph in the posted 75 mph zone at milepost 309.5 when she felt the trailer that she was towing begin to sway. Ms. Hubbard slowly let off of the accelerator and discovered that she was no longer able to control the Vehicle with the steering wheel. She turned the steering wheel from side to side, but there was no response from the Vehicle. Suddenly, the Vehicle swerved left causing the trailer to turn on its side and the Vehicle to roll over. An investigation revealed that the steering gear assembly failed prior to the accident.
- 11. At all times relevant to this Complaint, WAIC insured OLSEN GRAIN, INC. and HUBBARD against property and other catastrophic losses under policies numbers 82144102 and 7584662 (the "OLSEN GRAIN/HUBBARD Policies").
  - 12. After the collision, OLSEN GRAIN, INC. submitted a claim to WAIC.
- 13. WAIC provided benefits to OLSEN GRAIN, INC. pursuant to the terms of OLSEN GRAIN, INC.'s insurance policies, and WAIC incurred costs and expenses related to the loss.

14. OLSEN GRAIN, INC. paid a total of \$500.00 (five hundred dollars) in deductibles pursuant to the terms of the Olsen Grain/Hubbard Policies.

# FIRST CAUSE OF ACTION NEGLIGENCE

- 15. Plaintiff hereby incorporates each and every allegation set forth in Paragraphs 1 through 14 hereof.
- 16. FORD manufactured the Vehicle at issue in this case and owed a duty to OLSEN GRAIN, INC., to exercise reasonable care in the design, assembly, and manufacturing of the Vehicle.
- 17. FORD breached its duty by negligently and carelessly designing, assembling, and/or manufacturing the Vehicle at issue in this Complaint.
- 18. FORD breached its duties and thereby caused the damages alleged in this Complaint.
- 19. As a direct and proximate result of FORD'S negligence, OLSEN GRAIN, INC. suffered personal injuries and damage to the Vehicle, trailer, ATVs, and other business and personal property.
- 20. WAIC incurred the monetary damages alleged herein as a result of providing coverage under the Olsen Grain/Hubbard Policies.
- 21. WAIC incurred the monetary damages alleged herein as a result of Defendant FORD's negligence in an amount to be proved at trial.

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# SECOND CAUSE OF ACTION STRICT PRODUCT LIABILITY

- 22. Plaintiff hereby incorporates each and every allegation set forth in Paragraphs 1 through 21 hereof.
- 23. FORD manufactured, designed, distributed, marketed, sold, assembled, serviced, warranted, and/or placed into the stream of commerce the Vehicle at issue in this Complaint so as to make it reasonably foreseeable that it would enter into the State of Arizona.
- 24. The Vehicle was defective in design, manufacture, instructions, information, warnings, or otherwise when it left FORD's control.
- 25. The Vehicle was unreasonably dangerous for the purposes for which it was intended to be used.
- 26. As a direct and proximate result of said defects in the Vehicle, OLSEN GRAIN, INC. suffered personal injuries and damage to the Vehicle, trailer, ATVs, and other business and personal property, and as a result of providing coverage under the Olsen Grain/Hubbard Policies, WAIC incurred the monetary damages alleged herein.
  - 27. OLSEN GRAIN, INC. did not alter, modify, or misuse the Vehicle.
- 28. OLSEN GRAIN, INC. used the Vehicle in a reasonably foreseeable manner.
- 29. OLSEN GRAIN, INC. regularly maintained the Vehicle according to the guidelines provided by FORD at the time of purchase.

### HOLM WRIGHT HYDE & HAYS PLC

Jared M. Scarbrough 10429 S. 51st Street, Suite 285 Phoenix, Arizona 85044













































