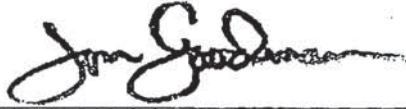




Jacqueline C. Herritt, Esquire
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

SUPERIOR COURT BERGEN COUNTY
FILED ATTORNEYS FOR PLAINTIFF

DEC 17 2012



[REDACTED]
Ridgefield Park, NJ [REDACTED]

v.

FORD MOTOR COMPANY
C/O The Corporation Trust Company
820 Bear Tavern Road, Suite 350
West Trenton, NJ 08628

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY

CIVIL ACTION

NO.

L-9414-12

COMPLAINT

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the State of New Jersey, [REDACTED] Ridgefield Park, NJ [REDACTED]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at C/O The Corporation Trust Company, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

BACKGROUND

3. On or about April 24, 2012, Plaintiff purchased a new 2012 Ford F150, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTFX1EF6CF [REDACTED]

4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than \$39,560.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. The first documented warranty repair attempt is believed to have occurred on or before October 05, 2012, when the vehicle odometer showed 9,639 miles. On that date, repair attempts were made to the engine; defective throttle body; braking system and illuminating wrench light. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

11. The second documented warranty repair attempt is believed to have occurred on or before October 18, 2012, when the vehicle odometer showed 10,027 miles. On that date, repair attempts were made to the lack of acceleration and illuminating wrench light. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

12. The third documented warranty repair attempt is believed to have occurred from before October 29, 2012 to November 30, 2012 (32 days) when the vehicle odometer showed 10,463

miles. On that date, repair attempts were made to the powertrain control module. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

13. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

15. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

16. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

17. Quality Auto Mall, East Rutherford, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

18. On or about April 24, 2012, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

19. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

21. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

- a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or

fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

22. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 24,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
 - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
 - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.
- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

23. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

24. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

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

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

27. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

28. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

29. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

32. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

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

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

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

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

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

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

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

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

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

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

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

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

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
UNIFORM COMMERCIAL CODE

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

48. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

- a. Express Warranty;
- b. Implied Warranty Of Merchantability; and
- c. Implied Warranty Of Fitness For A Particular Purpose.

49. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.


50. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

51. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

52. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges and attorneys' fees.


KIMMEL & SILVERMAN, P.C.

By: 
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

JURY-DEMAND

Plaintiff hereby demands a trial by jury as to all the issues


KIMMEL & SILVERMAN, P.C.

By: 
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CERTIFICATION PURSUANT TO R.4:15-1

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

By: 
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on


KIMMEL & SILVERMAN, P.C.

By: 
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Fred E. Davis is designated as trial counsel for plaintiff [REDACTED] in this case.

KIMMEL & SILVERMAN, P.C.

By: 
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CUSTOMER #: [REDACTED]

319606

All American



520 River Street • Hackensack, NJ 07601
Phone: (201) 487-6700 Fax: (201) 525-2562

INVOICE

PAGE 1

RIDGEFILED PARK, NJ [REDACTED]
HOME [REDACTED] CONT: N/A
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 173 KEN WHYTE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLACK	12	FORD F150 PICKUP	1FTFX1EP6C[REDACTED]	[REDACTED]	9639/9696	T6813

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN12 DD			WAIT 11OCT12		115.00	CASH	11OCT12

R.O. OPENED: 15:13 05OCT12
 READY: 11:06 11OCT12
 OPTIONS: DLR:02724 ENG:5.0_Liter 1)CUSTOMER'S
 CELL# [REDACTED]

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

A CUSTOMER STATES THE WRENCH LIGHT COMES ON WHILE DRIVING AND THE VEHICLE FEELS LIKE IT IS HOLDING BACK. CHECK AND REPORT CAUSE: PERFORMED ROAD TEST AND ELECTRONIC ENGINE DIAGNOSIS, FOUND THE THROTTLE BODY IS DEFECTIVE

D REPLACE THROTTLE BODY ASSEMBLY
 118 W (N/C)
 1 BR3Z*9E926*C THROTTLE BODY AND MOTOR ASY (N/C)
 FC: PART#: COUNT:
 CLAIM TYPE:
 AUTH CODE:
 00270

B CUSTOMER STATES THE BRAKES MAKE EXCESSIVE SQUEAKING NOISE WHEN STOPPING. CHECK AND REPORT CAUSE: ROAD TESTED VEHICLE AND HEARD NO ABNORMAL BRAKE NOISE AT THIS TIME

NORMAL ITEM CHECKED, NORMAL OPERATION
 118 W (N/C)
 FC: PART#: COUNT:
 CLAIM TYPE:
 AUTH CODE:
 00270

EST: 0.00 05OCT12 15:13 SA: 173

***** THANK YOU FOR SERVICING *****
 ***** YOUR VEHICLE AT ALL AMERICAN FORD *****
 PLEASE RETAIN THIS INVOICE FOR YOUR RECORDS
 ALL FORD PARTS ARE COVERED BY A LIMITED
 WARRANTY OF 12 MONTHS OR 12,000 MILES WHICH
 EVER OCCURS FIRST ***** SERVICE HOURS
 SATURDAY HOURS ARE 8:00 TILL 4:00

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
 The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither authorizes any other person to assume for it any connection with the item/items.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS OIL FLUIDS	0.00
SALES TAX	0.00
REGISTRATION	0.00
SALES	0.00
FEES	0.00
OTHER	0.00
TOTAL	0.00

ALL-STATE LEGAL
 PLAINTIFF'S EXHIBIT
 B

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

CUSTOMER SIGNATURE

THIS AMOUNT 0.00

model from: ecf Services, Inc. (201) 883-5255 14011 (1/03)

CUSTOMER #: [REDACTED]

320281

All American



520 River Street • Hackensack, NJ 07601
Phone: (201) 487-6700 Fax: (201) 525-2562

INVOICE

PAGE 1

RIDGEFILED PARK, NJ [REDACTED]
HOME: [REDACTED] CONT: N/A
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 173 KEN WHYTE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLACK	12	FORD F150 PICKUP	1FTFX1EF6CF [REDACTED]	[REDACTED]	10027/10028	T6886

DEL DATE	PRD. DATE	WARR. EXP.	PROMISED	PONO.	RATE	PAYMENT	INV. DATE
01JAN12	DD		15:00	29OCT12	115.00	CASH	29OCT12

R.O. OPENED	READY	OPTIONS:	DLR:02724 ENG:5.0 Liter 1) CUSTOMER'S				
14:10	18OCT12	10:16	29OCT12	CELL#	[REDACTED]		
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CUSTOMER STATES THE WRENCH LIGHT COMES ON WHILE DRIVING AND THE VEHICLE WILL NOT ACCELERATE. CHECK AND REPORT CAUSE: ROAD TESTED VEHICLE, OKAY AT THIS TIME NWD NO WORK DONE AT THIS TIME

118 ISP

(N/C)

EST: 0.00

18OCT12 14:10 SA: 173

***** THANK YOU FOR SERVICING *****
 ***** YOUR VEHICLE AT ALL AMERICAN FORD *****
 PLEASE RETAIN THIS INVOICE FOR YOUR RECORDS
 ALL FORD PARTS ARE COVERED BY A LIMITED
 WARRANTY OF 12 MONTHS OR 12,000 MILES WHICH
 EVER OCCURS FIRST. ***** SERVICE HOURS
 SATURDAY HOURS ARE 8:00 TILL 4:00

OPENED CARTONS
 ARE NOT RETURNABLE
 NO RETURNS AFTER 10 DAYS

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
<div style="border: 2px solid black; padding: 5px; display: inline-block;"> ALL-STATE LEGAL PLAINTIFF'S EXHIBIT </div>	0.00
	0.00
	0.00
	0.00
	0.00
	0.00

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

CUSTOMER SIGNATURE

CUSTOMER COPY

Header From: NJ Corp Services, Inc. (609) 883-5056 1-811 (1/03)

CUSTOMER #: [REDACTED]

320790

All American



INVOICE

520 River Street • Hackensack, NJ 07601
Phone: (201) 487-6700 Fax: (201) 525-2562

RIDGEFIELD PARK NJ [REDACTED]
HOME [REDACTED] CONT: N/A
BUS [REDACTED] CELL: [REDACTED]

DUPLICATE 1
PAGE 1

SERVICE ADVISOR: 173 KEN WHYTE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLACK	12	FORD F150 PICKUP	1FTFX1EF6CF [REDACTED]	[REDACTED]	10463/10802	T956	
DEL. DATE	PRGD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN12 DD			20:00 30NOV12		115.00	CASH	30NOV12
R.O. OPENED	READY	OPTIONS: DLR:02724 ENG:5.0_Liter 1)CUSTOMER'S					
10:28 29OCT12	19:15 30NOV12	CELL# [REDACTED]					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	TOWED TO SHOP, ROADSIDE ASSISTANCE. CUSTOMER STATES THE WRENCH LIGHT COMES ON WHILE DRIVING ARE THE VEHICLE WILL NOT ACCELERATE. CHECK AND REPORT						

CAUSE: CHECKED VEHICLE AND WORKED WITH FORD HOT LINE
RPCM REPLACE POWERTRAIN CONTROL MODULE,
TRANSMISSION VALVE BODY AND CONNECTOR
ASSEMBLY

422	W	(N/C)
118	W	(N/C)
1	CL3Z*12A650*AKE MODULE - ENGINE CONTROL - EEC	(N/C)
1	6L2Z*7G276*AA CONNECTOR	(N/C)
1	BL3Z*7A098*A SCREEN ASY	(N/C)
1	BL3Z*7A100*B CONTROL ASY - TRANSMISSION	(N/C)
8	XT*10*QLVC OIL - AUTOMATIC TRANSMISSION	(N/C)
3	05084 BCLEAN	(N/C)

FC. PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
00617

**OPEN CAREFULLY
DEFACED CARTONS AND PACKAGES
ARE NOT RETURNABLE
NO RETURNS AFTER 10 DAYS.**

10463

B Moved to: 320790A Line: A
MOC Moved to: 320790A Line: A
999 ISPO (N/C)

C Moved to: 320790A Line: B
MOC Moved to: 320790A Line: B
999 ISPO (N/C)
MOC Moved to: 320790A Line: B
999 ISPO (N/C)
MOC Moved to: 320790A Line: B
999 ISPO (N/C)
MOC Moved to: 320790A Line: B

STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS
ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	LABOR AMOUNT	
The factory warranty constitutes all of the warranties with the sale of this item. Seller hereby expressly warrants either implied, including a warranty of merchant fitness for a particular use. Seller neither assumes nor authorizes any other assumption for it any connection with the item/items.	SALES TAX	
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT

ALL-STATE LEGAL
PLAINTIFF'S EXHIBIT
D

Revised From [] car Services, Inc. (800) 883-5056 1/8/11 (1/03)

CUSTOMER #:

320790

All American



INVOICE

520 River Street • Hackensack, NJ 07601
Phone: (201) 487-6700 Fax: (201) 525-2562

DUPLICATE 1
PAGE 2

RIDGEFIELD PARK, NJ
HOME
BUS: CONT: N/A
CELL:

SERVICE ADVISOR: 173 KEN WHYTE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLACK	12	FORD F150 PICKUP	1FTFX1EF6CH		10463/10802	T956	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
01JAN12 DD			20:00 30NOV12		115.00	CASH	30NOV12
R.O. OPENED	READY	OPTIONS: DLR:02724 ENG:5.0 Liter 1)CUSTOMER'S					
10:28 29OCT12	19:15 30NOV12	CELL#					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
		999	ISPO				(N/C)

*** THE FOLLOWING WORK NOT DONE TRANSFERRED TO RO#320790A ***

B Moved to: 320790A Line: A
C Moved to: 320790A Line: B

EST: 0.00 09NOV12 16:43 SA: 173
CONTACT: SMAJO ADILOVIC (201)696-6423
LINES MOVED TO NEW RO320790A

***** THANK YOU FOR SERVICING *****
***** YOUR VEHICLE AT ALL AMERICAN FORD *****
PLEASE RETAIN THIS INVOICE FOR YOUR RECORDS
ALL FORD PARTS ARE COVERED BY A LIMITED
WARRANTY OF 12 MONTHS, OR 12,000 MILES WHICH
EVER OCCURS FIRST. SERVICE HOURS
SATURDAY HOURS ARE 8:00 AM TO 4:00 PM

DEFACED CARDS ARE NOT RETURNED
NO RETURNS AFTER 30 DAYS

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

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

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

CUSTOMER SIGNATURE

Reseller from NJ Car Services, Inc. (800) 803-5006 14511 (1/03)

CUSTOMER COPY

CUSTOMER #: [REDACTED]

320790A

All American



520 River Street • Hackensack, NJ 07601
Phone: (201) 487-6700 Fax: (201) 525-2562

INVOICE

PAGE 1

RIDGEFIELD PARK NJ [REDACTED]
HOME: [REDACTED] CONT: N/A
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 173 KEN WHYTE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLACK	12	FORD F150 PICKUP	1FTFX1EF6CH [REDACTED]	[REDACTED]	10463/10517	T6946	
DEL DATE	PRDD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN12 DD			17:00 09NOV12		115.00	CASH	09NOV12
R.O. OPENED	READY	OPTIONS: DLR:02724 ENG:5.0 Liter 1)CUSTOMER'S					
10:28 29OCT12	17:08 09NOV12	CELL# [REDACTED]					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A** CUSTOMER STATES PUT \$20.00 GAS INTO VEHICLE FOR ROAD TEST. CAUSE: CUSTOMER AUTHORIZED AN OVERNIGHT ROAD TEST GAS FOR ROAD TESTING 999 CPL 0.00 0.00							
LUBE GASOLINE FOR ROAD TESTING, US GAS INVOICE# 117506 PO#154949 CPL 20.00 20.00							
10517 ROAD TESTED VEHICLE, OKAY NOW *****							
B Ford Standard Vehicle Report Card CAUSE: GOODWILL VEHICLE INSPECTION 99P Ford Standard Vehicle Report Card 118 CPL 0.00 0.00							
GBATT BATTERY CHECKED & OKAY, BATTERY CONDITION CHECKED. BATTERY OK AT THIS TIME 118 CPL 0.00 0.00							
GBK BRAKES CHECKED & OKAY, BRAKE PADING CHECKED. BRAKES WEARING OKAY AT THIS TIME 118 CPL 0.00 0.00							
GTIRE TIRES CHECKED & OKAY, TIRE TREAD WEAR CHECKED. TIRES WEARING OKAY AT THIS TIME 118 CPL 0.00 0.00							
10517 PERFORMED A MULTI-POINT INSPECTION *****							
C** THERE WILL BE A CHARGE OF UP TO \$12.00 FOR SHOP SUPPLIES AND WASTE REMOVAL SS THERE WILL BE A CHARGE OF UP TO \$12.00 FOR SHOP SUPPLIES AND WASTE REMOVAL 999 CPL 0.00 0.00							

EST: 200.00 09NOV12 16:45 SA: 173
LINES MOVED FROM R0320790

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/terms. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/terms.	DESCRIPTION	TOTALS
		LABOR AMOUNT	
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

CUSTOMER #: [REDACTED]

320790A

All American



520 River Street • Hackensack, NJ 07601
Phone: (201) 487-6700 Fax: (201) 525-2562

INVOICE

PAGE 2

RIDGEFILED PARK, NJ [REDACTED]
HOME: [REDACTED] CONT: N/A
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 173 KEN WHYTE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLACK	12	FORD F150 PICKUP	1FTFX1EF6CF [REDACTED]	[REDACTED]	10463/10517	T6946	
DEL DATE	PFOD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN12 DD			17:00 09NOV12		115.00	CASH	09NOV12
R.O. OPENED	READY	OPTIONS: DLR:02724 ENG:5.0 Liter 1)CUSTOMER'S					
10:28 29OCT12	17:08 09NOV12	CELL# [REDACTED]					

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

NOTE: SALES TAX DELETED,
GASOLINE IS TAXED AT THE PUMP.
(KW)

***** THANK YOU FOR SERVICING *****
 ***** YOUR VEHICLE AT ALL AMERICAN FORD *****
 PLEASE RETAIN THIS INVOICE FOR YOUR RECORDS
 ALL FORD PARTS ARE COVERED BY A LIMITED
 WARRANTY OF 12 MONTHS OR 12,000 MILES WHICH
 EVER OCCURS FIRST ***** SERVICE HOURS
 SATURDAY HOURS ARE 8:00 TILL 4:00

OPEN CAREFULLY
DEFACED CARTONS AND PACKAGES
ARE NOT RETURNABLE.
NO RETURNS AFTER 10 DAYS.

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS
	The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	LABOR AMOUNT	0.00
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PARTS AMOUNT	0.00
		GAS, OIL, LUBE	20.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	0.00
		TOTAL CHARGES	20.00
		LESS INSURANCE	0.00
		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	20.00

CUSTOMER COPY

All Action Details for Issue

[Print](#)

VIN: 1FTFX1EF6CF [REDACTED] Year: 2012 Model: F-SERIES Case: [REDACTED]
 Name: [REDACTED] Owner Status: Original WSD: 2012-04-24
 Symptom Desc: LOSS OF POWER ON HILLS/GRADES ALL TEMP Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - FIN ASSIST - MULTIPLE REPAIRS Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 10/27/2012

Action: TIER ONE OPEN ISSUE
 Dealer: 02724 ALL AMERICAN FORD INC Origin Desc: TIER ONE - MELBOURNE
 Odometer: 10000 MI Comm Type: PHONE
 Analyst Name: DONNELLY, MAUREEN Analyst: MDONNE25
 Action Date: 10/27/2012 Action Time: 11.52.51.387 Action Data: No

Comments *****CUST STATES*****ABOUT A MONTH AGO CUST STATES VEH HAD NO POWER--
 COULD NOT GET UP THE SMALL GRADE OF HIS DRIVEWAY--TOOK TO A DLR ALL AMERICAN FORD --AT THAT
 TIME THE DLR THE TOLD HIM THEY DID AN UPGRADE BUT HAVE A FEELING THAT SOMETHING IS WRONG WITH
 TRANSMISSION--ALTHOUGH THEY CANT DUPLICATE THE PROBLEM-- CUST STATES HE HAD THE VEH BACK TO
 THEM 2 MORE TIMES BUT IS STILL HAVING PROBLEM--CUST WANS VEH FIXED AND WANTS A RENTAL VEH
 *****DLR INFO*****ALL AMERICAN FORD INC. SCHEDULE SERVICE ALL AMERICAN FORD
 INC.520 RIVER STREETHACKENSACK, NJ 07601(201) 487-6700 *****CSR ADVSD*****I WILL
 ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A
 SPECIALIST WILL CONTACT YOU BY CLOSE OF BUSINESS TOMORROW. VEH WITH CUST--BEST # IS [REDACTED]
 - ANYTIME

Action: CREATE FOLLOW UP
 Dealer: 02724 ALL AMERICAN FORD INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 10000 MI Comm Type: PHONE
 Analyst Name: KEEVIS, ANGELA Analyst: AKEEVIS
 Action Date: 10/29/2012 Action Time: 15.24.43.276 Action Data: Yes

Comments CSM ANGELA X77712: DOING ICR: = = ORIGINAL OWNER: = = LTV -71= = MILEAGE 10000= = WSD 04-24-
 2012= = NO ESP = = ENGINE GAS= = WRENCH LIGHT/LOSS OF POWER 10/2012= = NO HOTLINE CONTACT OB
 CALL TO DEALER NO ANSWER (HURRICANE SANDY) OB CALL TO THE CUSTOMER ADVISED DUE TO THE
 WEATHER HAVE NOT BEEN ABLE TO CONTACT DEALER- ADVISED CUSTOMER OF MY ROLE AND THAT I NEED TO
 GET IN CONTACT WITH THE DEALER - WEATHER PERMITTING CSM IS SETTING F/U WITH CUSTOMER AND
 DEALER FOR 10/30

Data Element Name	Data Value
DATE OF FOLLOW UP:	10-30-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
 Dealer: 02724 ALL AMERICAN FORD INC Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 10000 MI Comm Type: PHONE
 Analyst Name: KEEVIS, ANGELA Analyst: AKEEVIS
 Action Date: 10/30/2012 Action Time: 14.25.05.689 Action Data: Yes

Comments CSM ANGELA OBC TO DEALER @ 201-487-6700=WENT STRAIGHT TO VOICEMAIL- OBC TO
 CUSTOMER= LEFT VM SET F/U FOR 11/2 TO ALLOW TIME FOR HURRICANE CLEAN UP OR TO REGAIN POWER IN
 THE AREA IF IT WAS LOST

Data Element Name	Data Value
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-----	-----
DATE OF FOLLOW UP:	11-02-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 02724 ALL AMERICAN FORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 10000 MI **Comm Type:** PHONE
Analyst Name: KEEVIS, ANGELA **Analyst:** AKEEVIS
Action Date: 11/02/2012 **Action Time:** 15.19.00.818 **Action Data:** Yes

Comments CSM ANGELA 77712> OBC TO DEALER- POWER JUST CAME BACK UP TODAY= OBC TO CUSTOMER LEFT MESSAGE ADVISING THAT THE DEALERSHIP IS BACK OPEN AND SET A F/U FOR MONDAY

Data Element Name	Data Value
-----	-----
DATE OF FOLLOW UP:	11-05-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 02724 ALL AMERICAN FORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 10000 MI **Comm Type:** PHONE
Analyst Name: KEEVIS, ANGELA **Analyst:** AKEEVIS
Action Date: 11/05/2012 **Action Time:** 18.19.01.116 **Action Data:** Yes

Comments OB CALL TO DEALER WAITING ON AN UPDATE- F/U SET TO 11/06

Data Element Name	Data Value
-----	-----
DATE OF FOLLOW UP:	11-06-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 02724 ALL AMERICAN FORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 10000 MI **Comm Type:** PHONE
Analyst Name: KEEVIS, ANGELA **Analyst:** AKEEVIS
Action Date: 11/06/2012 **Action Time:** 11.34.56.525 **Action Data:** Yes

Comments CSM ANGELA 77712==OB CALL TO DEALER=SPOKE TO SM TOM= OBC TO CUSTOMER LEFT MESSAGE THAT I WAS IN TOUCH WITH THE SM MANAGER TOM AND HE ADVISED THAT THE VEHICLE IS CURRENTLY AT THE DEALERSHIP BEING WORKED ON. SET F/U WITH CUSTOMER FOR 11/12

Data Element Name	Data Value
-----	-----
DATE OF FOLLOW UP:	11-12-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 02724 ALL AMERICAN FORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 10000 MI **Comm Type:** PHONE
Analyst Name: KEEVIS, ANGELA **Analyst:** AKEEVIS
Action Date: 11/06/2012 **Action Time:** 14.20.20.480 **Action Data:** Yes

Comments CSM ANGELA RETURN CUSTOMER VM- CUSTOMER UPSET THAT HIS VEHICLE HAS BEEN AT THE DEALERSHIP FOR OVER A MONTH. ADVISED THAT THE TECH IS CURRENTLY WORKING ON THE VEHICLE AND THE TECH WAS ABLE TO PULL A TRANS CODE- LAST REPAIR A WRENCH LIGHT WAS ON. F/U MOVED UP TO 11/8

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-08-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02724 ALL AMERICAN FORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 10000 MI **Comm Type:** PHONE
Analyst Name: KEEVIS, ANGELA **Analyst:** AKEEVIS
Action Date: 11/12/2012 **Action Time:** 12.47.33.255 **Action Data:** No

Comments CSM ANGELA OBC TO SM TOM- VEHICLE IS COMPLETE AND THE CUSTOMER HAS PICKED UP THE VEHICLE

Action: CREATE FOLLOW UP
Dealer: 02724 ALL AMERICAN FORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 10000 MI **Comm Type:** PHONE
Analyst Name: KEEVIS, ANGELA **Analyst:** AKEEVIS
Action Date: 11/12/2012 **Action Time:** 12.52.29.200 **Action Data:** Yes

Comments CSM ANGELA OBC TO SM TOM- VEHICLE IS COMPLETE AND THE CUSTOMER HAS PICKED UP THE VEHICLE, DEALER STATED THAT THE VEHICLE HAD A TRAS MODULE FAIL. OBC TO CUSTOMER @ [REDACTED] [REDACTED] OBC @ [REDACTED] WORK- NOT AVA

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-14-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 02724 ALL AMERICAN FORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 10000 MI **Comm Type:** PHONE
Analyst Name: KEEVIS, ANGELA **Analyst:** AKEEVIS
Action Date: 11/15/2012 **Action Time:** 14.03.12.381 **Action Data:** Yes

Comments CSM ANGELA IBC FROM DEALER ASKING ABOUT RENTAL= CSM REVIEWED CASE NOTES AND REALIZED THAT CSM DID NOT DOCUMENT THE AGREEMENT TO RENTAL- CSM APPROVED 10 DAYS OF RENTAL (11/15/2012 TO 11/24/2012) CSM WILL ONLY APPROVE ADDITIONAL RENTAL DAYS AT THAT TIME IF TECH HOTLINE IS CONTACTED INVOLVED/ AND OR A FSE BECOMES INVOLVED. F/U SET WITH DEALER FOR 11/24/2012

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-24-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CREATE FOLLOW UP
Dealer: 02724 ALL AMERICAN FORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 10000 MI **Comm Type:** PHONE
Analyst Name: KEEVIS, ANGELA **Analyst:** AKEEVIS
Action Date: 11/23/2012 **Action Time:** 09.30.47.024 **Action Data:** Yes

Comments CSM ANGELA OBC TO DEALER- RQUESTING RENTAL INFORMATION

Data Element Name	Data Value
DATE OF FOLLOW UP:	11-29-2012

TIME OF FOLLOW UP (HH:MM): 20:00

Action: CREATE FOLLOW UP
Dealer: 02724 ALL AMERICAN FORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 10000 MI **Comm Type:** PHONE
Analyst Name: KEEVIS, ANGELA **Analyst:** AKEEVIS
Action Date: 11/29/2012 **Action Time:** 17.16.10.704 **Action Data:** Yes

Comments OBC TO CUSTOMER- CUSTOMER STATES THAT HIS VEHICLE HAS NOT BEEN REPAIRED- CUSTOMER IS STILL IN A RENTAL VEHICLE- ***** DEALER HAS NOT CONTACTED TECH HOTLINE AS ADVISED BY CSM, CSM ADVISED WOULD PROVIDE 10 DAYS AND REVIEW*****- OBC TO DEALER- SA KEN=ADVISED OF THE TECH HOTLINE==THIS IS VERY IMPORTANT DUE TO MULTIPLE REPAIR ATTEMPTS F/U SET WITH CUSTOMER AND DEALER NO LATER THAN 12/04

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-04-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02724 ALL AMERICAN FORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 10000 MI **Comm Type:** PHONE
Analyst Name: KEEVIS, ANGELA **Analyst:** AKEEVIS
Action Date: 12/07/2012 **Action Time:** 11.49.04.630 **Action Data:** No

Comments CSM ANGELA 77712= SPOKE TO SM TOM ON 12-06-2012- CASE NOTES NOT DOCUMENTED- DEALER ADVISED THAT THE VEHICLE IS FIXED AND CUSTOMER IS NOW DRIVING THE VEHICLE-

Action: CREATE FOLLOW UP
Dealer: 02724 ALL AMERICAN FORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 10000 MI **Comm Type:** PHONE
Analyst Name: KEEVIS, ANGELA **Analyst:** AKEEVIS
Action Date: 12/07/2012 **Action Time:** 11.50.24.744 **Action Data:** Yes

Comments CSM ANGELA OBC TO CUSTOMER= LEFT VM

Data Element Name	Data Value
DATE OF FOLLOW UP:	12-11-2012
TIME OF FOLLOW UP (HH:MM):	20:00

Action: CONCERN ADDRESSED
Dealer: 02724 ALL AMERICAN FORD INC **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 10000 MI **Comm Type:** PHONE
Analyst Name: KEEVIS, ANGELA **Analyst:** AKEEVIS
Action Date: 12/11/2012 **Action Time:** 09.10.53.988 **Action Data:** Yes

Comments CSM ANGELA OBC TO CUSTOMER- CUSTOMER IS NOT SURE IF THE VEHICLE IS PREFORMING PROPERLY. CSM OFFERRED ESP CUSTOMER ADVISED HE WANTED NOTHING UNTIL HE WAS SURE- CSM CONFIRMED CUSTOMER HAD CSM CONTACT INFORMATION - ADVISED CUSTOMER TO CALL IF HE HAS ADDITIONAL CONCERNS

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	71
PARTS ESCALATION USED? (Y/N)	N

TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	
-CUSTOMER'S SHARE OF REPAIR COST (\$)	
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
-FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

Ford Confidential

Server: AWS QA
 Claims loaded through: 06-DEC-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 07-JAN-13

Note: All Costs are in US Dollars Server Name: AWS QA Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTFX1EF6C	F6	T/F6	F	T/BD	T/AM	T/E	AF	T/C3	T/MF	19-NOV-2011	24-APR-2012	113145	USA	6	2E03	BR3Z	9E926	C	F04	S11	V29	E29	42
AWS Claim Key:	<u>2454493</u>	Doc #:	319606A	Trx Code:	S07			Labor Hrs:	1.1	Labor Cost:	123.71	Material Cost:	252.26	Total Cost:	375.97								
Dir Cd-Sub Cd:	02724-*	Name:	ALL AMERICAN FORD, INC.		Ph:	201-4876700	St:	NJ	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	05-OCT-2012	DIST(Mile):	9639							
Cust Comments:	CUSTOMER STATES THE WRENCH LIGHT COMES ON WHILE DRIVING AND THE VEHICLE FEELS LIKE IT IS HOLDING BACK. CHECK AND REPORT																						
Tech Comments:	ROAD TEST CONFIRMED ENGINE AS NO POWER & NO ACCELERATION AT TIMES PERFORMED SELF TEST FOR DTCS P2135 ELECTRONIC THROTTLE BODY/TP FAULT PERFORMED PIN POINT TEST DV13 CHECKED RESISTANCE ETBTPS MEASURED RESISTANCE BETWEEN ETBTPS CONNECTOR TP2 PIN #6 & ETCRTN PIN #4 READING 19KOHMS OUT OF SPECS. READING MUST BE BETWEEN 9 TO 11 KOHMS FOUND ETBTPS FAULTY REPLACED ELECTRONIC THROTTLE BODY/TP ASSY. CLEARE																						

Any comments? You can contact



webmaster

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GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: _____

[File Report To This Folder](#)

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[Exists in Folder\(s\)](#)

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Report Detail Section : [View Details](#)

[Attachments:](#) 0

Report# :	CKGD8001 NHL	Received:	11/07/2012
CCRG/EPRC:		Date:	
Vehicle:	2012,F150 4X4 ,F150 ,SUP CAB,STYSD ,1FTFX1EF6CF [REDACTED]	Build Date:	11/19/2011
Odometer :	10,463 M	Engine:	5.0L 4V
Transmission:	6R80E	Axle:	3800F3.55C
Dealer:	USA 02724 All American Ford, Inc.	A/C:	YES
City:	Hackensack	Phone#:	(201) 487-6700
Originator:	MICHAEL SAVERIANO	State:	New Jersey
Symptom:	4 42 7 00 ST/RN/MV,MOVING,UPSHIFT QUAL,UNKNOWN		
Status:			
VFG:	V48 GOOD AUTOMATIC TRANSMISSION		
Additional Symptom:	P0720 P0722		
Fix:	Causal Component :		
Condition Code:			

Hotliner: PJACOB45

Phone: 000 000-0000

Regn Cd: N1 New York

Engineering:

Phone:

TAR:

Dlr Contact: MICHAEL SAVERIANO

Phone: 973 865-8018

Title Cde: T

KOEO:**KOEC:** P0720 P0722**KOER:****Comments:**

REPAIR 11/07/2012 11:38AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
DATA FROM PRIOR APPROVAL REQUEST FORM: PLEASE DESCRIBE CUSTOMERS
CONCERN.VEHICLE DOES NOT SHIFT OUT OF FIRST GEAR WHEN ACCELERATING
DESCRIBE DIAGNOSTIC PROCEDURES COMPLETED AND THE RESULTS. BE SURE TO
NOTE ANY
PINPOINT OR OTHER DIAGNOSTIC TESTS COMPLETED. INCOMPLETE
DIAGNOSIS WILL PROLONG
THE PRIOR APPROVAL PROCESS, SO BE SURE TO
INCLUDE ALL TEST RESULTS.SELF TEST DTC P0720 PIN POINT E1 PERFORMED
DRIVE CYCLE TEST WITH IDS OSS SENSOR RPM DID NOT INCREASE AND DECREASE
WITH ENGINE RPM AND VEHICLE WHEN CONCERN IS PRESENT E2 CHECKED OSS
SENSOR SIGNAL CIRCUIT FOR POWER TRANSMISSION HARNESS C1575 IGNITION ON
MEASURED VOLTAGE BETWEEN C1575 PIN 15 AND GROUND 0 VOLTS YES VOLTAGE IS
LESS THAN 4.8 V E3 CHECKED OSS SENSOR SIGNAL CIRCUIT FOR AN OPEN
DISCONNECTED PCM C175T INSPECTED CONNECTOR OK MEASURED RESISTANCE
BETWEEN C1575PIN 15 CIRCUIT VET26 AND C175T PIN 14 1 OHM READING YES
RESISTANCE IS LESS THAN 5 OHMS E4 CHECKED OSS SENSOR SIGNAL CIRCUIT
FOR SHORT TO GROUND MEASURED C1575 PIN 15 AND GROUND OPEN CIRCUIT NO
RESISTANCE IS NOT GREATER 10,000 PCM FAU PLEASE LIST PART THAT WAS
ROOT CAUSE OF FAILURE:INTERNAL FAILURE IN PCM LIST MAJOR COMPONENTS
NEEDED FOR REPAIR:PCM PROVIDE ANY ADDITIONAL DETAILS NECESSARY.
PLEASE INCLUDE ANY TECHNICAL INFORMATION
THAT YOU FEEL WILL HELP
THE HOTLINE PROCESS YOUR PRIOR APPROVAL REQUESTNO REPAIR ESTIMATE -
LABOR: REPAIR ESTIMATE - TOTAL: VEHICLE/COMPONENT
ABUSE: MODIFICATIONS: LACK OF MAINTENANCE: RO#: 320790RO
DATE:2012-10-29WARRANTY TYPE:NEW VEHICLE WARRANTY SPW MILEAGE: SPW

INSTALL DATE:

RECOMM 11/07/2012 11:38AM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE

MICHAEL, BASED ON THE RESULTS OF THE PPT PERFORMED, THE REPLACEMENT OF THE POWERTRAIN CONTROL MODULE (PCM) IS CONSIDERED A WARRANTABLE REPAIR. IF THE ORIGINAL PCM STILL COMMUNICATES WITH THE IDS, PERFORM PROGRAMMABLE MODULE INSTALLATION (PMI) AS OUTLINED IN SECTION 418-01 OF THE ONLINE WORKSHOP MANUAL. IF THE ORIGINAL PCM DOES NOT COMMUNICATE WITH THE IDS, IT WILL BE NECESSARY TO START AN IDS SESSION USING THE ORIGINAL PCM ENGINEERING PART NUMBER. TO COMPLETE THIS PROCESS, LEAVE THE ORIGINAL MODULE INSTALLED AND START A NEW SESSION. FOLLOW THE ON-SCREEN IDS PROMPTS UNTIL ASKED TO PROVIDE PCM-IDENTIFYING DATA; ENTER THE ENGINEERING PART NUMBER FOUND ON HVBOM (RECOMMEND USING THE ENGINEERING PART NUMBER RATHER THAN PCM TEAR TAG NUMBER OR CALIBRATION NUMBER TO ENSURE THAT THE INFORMATION PROGRAMMED INTO THE NEW PCM IS CORRECT FOR THIS VEHICLE). ONCE THE IDS SESSION HAS BEEN STARTED PERFORM PMI ON THE PCM AND FOLLOW ALL ON SCREEN INSTRUCTIONS. FOLLOW THE PROMPTS TO INSTALL THE NEW PCM AND COMPLETE THE PROGRAMMING PROCESS AS DIRECTED BY THE IDS. ECPA APPROVED*
 APPROVAL CODE: PAAPT

Download Options

Folder Number:

File Report To This Folder

File Report To A Folder

Exists in Folder(s)

Add Comments

Previous

Next

Save

Mail Report

Requester: MVALLA

Report Summary

Server: FCWS686

Ford Proprietary, Private

7-Jan-2013

Retention: None



February 21, 2013

060 LIT 2013MAR13 PM5:19

NOTICE OF LIEN

Re: [REDACTED] vs. Ford Motor Company, et al.

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

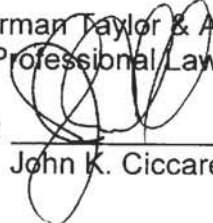
PLEASE TAKE NOTICE that Norman Taylor & Associates gives notice of a contractual lien for attorney fees against ANY recovery in this action by plaintiff [REDACTED]. Pursuant to California law, this lien is a priority lien.

This Notice of Lien is filed pursuant to [REDACTED] vs. *Jacobsen*, (1986) 186 Cal. App. 3d 350, 356-357, which provides that filing a Notice of Lien in a pending action is a proper method to give notice of the lien to all parties and their attorneys.

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

Very truly yours,

Norman Taylor & Associates
A Professional Law Corporation

By: 
John K. Ciccarelli, Esq.

JKC/mb

13 MAR 12 09:38

CONSUMER AFFAIRS
SECTION

Our client is entitled to full restitution under California Civ. Code § 1793.2(d)(2) and Civ. Code §1794 as well as under the Magnuson Moss Warranty Act 15 U.S.C. 2310 et seq., to date, as follows:

<u>Actual Damages to Date</u>	
1. Amount Paid & Payable	\$47,280.58
2. DMV Registration	\$ TBD
3. Car Rental Expense	\$ TBD
4. Towing Expense	\$ TBD
5. Repair Expense	\$ TBD
6. Add-on Expense	\$ TBD
Actual Damages	\$47,280.58

Our client will seek a civil penalty of twice the amount of their actual damages.

Civil Penalty.....\$94,561.16.

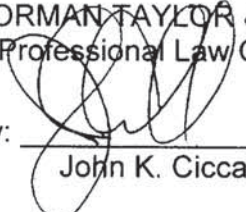
Accordingly, at trial, the damages sought will be approximately \$141,841.78.

In addition, our client is entitled to attorney fees and costs as provided in the statute. However, in the spirit of compromise and in the interest of settlement and to avoid protracted and unnecessary litigation, [REDACTED] hereby makes an offer to settle for \$47,280.58 in actual damages, any and all incidental or consequential damages yet to be determined, **plus** \$3,000.00 in attorney's fees, costs, and expenses. The vehicle will be returned to Ken Grody Ford.

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

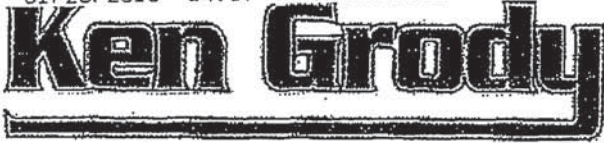
Very truly yours,

NORMAN TAYLOR & ASSOCIATES
A Professional Law Corporation

By: 
John K. Ciccarelli, Esq.

JKC/mb
Enclosures: Notice of Lien
Lease Agreement
Dept. of Motor Vehicle Registration
Repair Orders

cc: [REDACTED]



Phone: 714-521-3305
 6211 Beach Blvd.
 Buena Park, CA 90621
 www.kengrodyford.com Page 1

[Redacted]		A/R Number:	Invoice Number
La Mirada, CA		Customer Number: [Redacted]	[Redacted]
Phone (H): [Redacted]	Phone (W): [Redacted]	PO Number:	Printed: OCT 1 12 2:32 PM
Phone (C): [Redacted]	Phone Oth: [Redacted]	Auth Number:	Copy # 1
Year/Make/Model: 2011 Ford F-150		Service Writer: 164	Date Opened: 09/28/12
VIN: 1FTFW1EF2 BFC [Redacted]		Estimate Amount: \$	Date Notified: 10/01/12
License Number: [Redacted]	Color: White	Terms & Conditions:	Date Delivered: 11/25/11
Stock Number: 22032	Mileage In: 15746	Type of Sale: Retail	
Tag Number: 5295	Mileage Out: 15747	Customer Signature	

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
PERFORM MULTI POINT INSPECTIONS RECENTLY DONE ON RO 156755					
1 - Cause/Action to Take					
99P - MAINTENANCE					
1 - Correction/Action Taken					
PERFORMED MULTI POINT INSPECTION		122			0.00
<u>Sub Total Parts</u>					<u>Internal Work</u>
2. Customer statement of problem					
*Customer States CHECK ENGINE ENGINE LIGHT IS ON WHEN DRIVING					
CHECK AND ADVISE					
1 - Cause/Action to Take					
CPART 9G444 CYFS12V CATALYST MONITOR AND SPARKPLUGS					
P0302 P0307 P03000 12650D 12650D45.12405AT 12650DX1					
12650D70L					
1 - Correction/Action Taken					
PERFORMED DIAGNOSTICS TESTS CHECKED EECs SYSTEM		122			0.00
REVIEWED PID DATA AFTER MONITORING AND REVIEWING ALL					
ONBOARD DIAGNOSTIC SENSORS VALUES AND POWERTRAIN					
CONTROL MODULE ALL PINPOINT TEST AND					
TROUBLESHOOTING CONCLUDED FAILED CATALYST MONITOR					
ASSEMBLY AND PLUGS MISS FIREING CONDITION NECESSARY					
TO REPLACE ALL SPARKPLUGS WITH PREMIUM PLATINUM TIP					
GENUINE MOTORCRAFT PLUGS ALL GAPPED TO FACTORY					
SPECS AND RENEWED REPLACED THE CATALYST MONITOR					
ASSEMBLY WIREDIN AND RESET TO POWERTRAIN CONTROL					
MODULE ENSURED LATER CALIBRATION					
Part Number	Failed	Description			
CYFS12Y		SPARK PLUG	8	8	
BL3Z9G444A		SENSOR EXHAUST GAS OXYGEN	1	1	
		<u>Sub Total Parts</u>			<u>Warranty</u>
		SubTotal Job # 2			<u>Warranty</u>



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 6211 Beach Blvd.
 Buena Park, CA 90621

www.kengrodyford.com Page 2

[Redacted]		A/R Number:	Invoice Number
La Mirada, CA [Redacted]		Customer Number: 396025	[Redacted]
Phone (H) [Redacted]	Phone (W): [Redacted]	PO Number:	Printed: OCT 1 12 2:32 PM
Phone (C) [Redacted]	Phone Oth: [Redacted]	Auth Number:	Copy # 1
Year/Make/Model: 2011 Ford F-150		Service Writer: 164	Date Opened: 09/28/12
VIN: 1FTFW1EF2 BFC [Redacted]		Estimate Amount: \$	Date Notified: 10/01/12
License Number: [Redacted]	Color: White	Terms & Conditions:	Date Delivered: 11/25/11
Stock Number: 22032	Mileage In: 15746	Type of Sale: Retail	
Tag Number: 5295	Mileage Out: 15747	Customer Signature	

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
3. Customer statement of problem					
Customer States INTERMITTENTL WHEN TURNS ON ENGINE NO START CONDITION CK AND ADVISE D01 2659-3636					
1 - Correction/Action Taken					
REFER TO LINE 2					
				122	0.00
<u>Sub Total Parts</u>					<u>Warranty</u>
SubTotal Job # 3					<u>Warranty</u>
4. Customer statement of problem					
TIRE PRESSURE					
1 - Cause/Action to Take					
TP - SET TO SPECS 35 PSI					
1 - Correction/Action Taken					
YOUR VEHICLE'S TIRE PRESSURE IS AS FOLLOWS 35 PSI					
				122	0.00
<u>Sub Total Parts</u>					<u>Internal Work</u>

OWNER ADVANTAGE REWARDS ARE NOT APPLICABLE TO COUPONS, DISCOUNTED SPECIALS, AND BASIC MAINTENANCE. REWARDS CAN BE REDEEM ON FULL RETAIL REPAIRS OR SERVICES. SIGN UP TODAY AND START RECEIVING 5% REWARD POINTS ON EVERY DOLLAR YOU SPEND. ASK SERVICE ADVISORS FOR FURTHER DETAILS.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00

B.A.R. REG # 042846
 E.P.A. # 027946862

AMOUNT DUE 0.00

Ken Grody Ford
 6211 Beach Blvd
 Buena Park, CA 90621
 (714) 521-3110

WORK ORDER

RO NUMBER: [REDACTED]

TAG: 3648

Franchise Code: 07946
 Today's Date: 11/14/12
 Time Printed: 2:44 PM
 Copy # 1

I hereby authorize the repair work set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transport. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. By law you may choose another licensed facility to perform any needed repairs or adjustments which the Smog Check test indicates are necessary. Subject to conditions on reverse side of this contract. Please read reverse side. Authorization for repairs. I hereby authorize you to make the below listed repairs. I grant power of attorney to Ken Grody Ford to endorse insurance drafts.

B.A.R REG # AK 042846

E.P.A. # CAD027946862

For Your Convenience:
 Service Department Hours:
 7:00 am to 6:00 pm - Mon - Fri
 7:00 am to 3:00 pm - Sat

Customer Pickup:
 7:30 am to 6:00 pm - Mon - Fri
 7:00 am to 3:00 pm - Sat

We Honor:
 Visa, Mastercard, American Express, Discover.
 Limited Warranty - Conditions on reverse side of this contract. Please read reverse side

Revised Estimate:

Revised Estimate:

CUSTOMER SIGNATURE X	Time Received	CUST_U = 1075196 Customer Number	Selling Dealer
	2:40 PM	VEH_U = 155850	[REDACTED]
Estimate of Repairs \$1.00	Filter	TERMS: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD	
	Oil Brand	PARTS: <input type="checkbox"/> SAVE <input checked="" type="checkbox"/> DISCARD	

CUSTOMER INFORMATION	VEHICLE INFORMATION	SERVICE INFORMATION
[REDACTED]	Year 2011	License Number [REDACTED]
La Mirada, CA [REDACTED]	Make Ford	Stock # 22032
Spouse [REDACTED]	Model F-150	In Service Date 11/25/11
Phone (H) [REDACTED]	Color White	Source N
Phone (W) [REDACTED]	VIN 1FTFW1EF2 BFC [REDACTED]	Engine
Phone (C) [REDACTED]	3/30000 MAINT	Stpsn Christensen, Ole
Phone (O) [REDACTED]		SL Dat 11/25/11
Email [REDACTED]	Service Name FORD ESP PREM...	Expires: 11/25/17
Comments [REDACTED] -CALL PAUL AT [REDACTED]	Contract Number 508666	Mileage: 75000
		Deduct: 100.00
		3/30000 MAINT
		Miles In 17,533
		Miles Out

LABOR INSTRUCTIONS

Time Promised:	
1 OPERATION CODE 99P	TECH # [REDACTED]
FAILURE CODE	I / PERFORM MULTI POINT INSPECTIONS
CAUSE :	
CORRECTION :	
2 OPERATION CODE	TECH # [REDACTED]
FAILURE CODE	W / Customer States CHECK ENGINE LIGHT STAYS LIT SOLID ALL THE TIME RECENTLY CAME ON YESTERDAY CHECK AND ADVISE E29 2659
CAUSE :	
CORRECTION :	
3 OPERATION CODE RENTAL	TECH # [REDACTED]
FAILURE CODE	W / CUSTOMER IN RENTAL VEHICLE
CAUSE :	
CORRECTION :	

Ken Grody Ford
 6211 Beach Blvd
 Buena Park, CA 90621
 (714) 521-3110

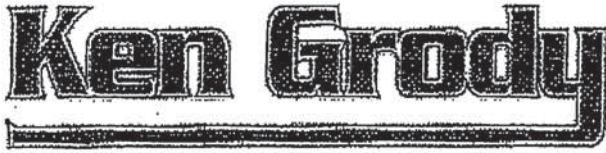
WORK ORDER
RO NUMBER: 162562

TAG: 3648

Franchise Code: 07846
 Todays Date: 11/14/12
 Time Printed: 2 44 PM
 Copy # 1

CUSTOMER INFORMATION	VEHICLE INFORMATION	SERVICE INFORMATION
[REDACTED] La Mirada, CA [REDACTED] Spouse [REDACTED] Phone (H) [REDACTED] Phone (W) [REDACTED] Phone (C) [REDACTED] Phone Oth [REDACTED] Email [REDACTED] Comments [REDACTED] CALL PAUL AT [REDACTED]	Year 2011 Make Ford Model F-150 Color White VIN 1FTFW1EF2 BFC [REDACTED] 3/30000 MAINT	License Number [REDACTED] Stock # 22032 In Service Date 11/25/11 Source N Engine [REDACTED] Salesperson Christensen, Ole SL Dat 11/25/11 R.O. Number 162562 Service Writer Raul Rodriguez Date In 11/14/12 Completion Date _____ Miles In 17,533 Miles Out _____ Service Name FORD ESP PREM... Contract Number 508666 Expires: 11/25/17 Mileage: 75000 Deduct: 100.00 3/30000 MAINT

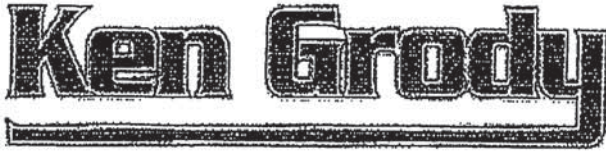
Time Promised	LABOR INSTRUCTIONS
4	OPERATION CODE TP TECH # C / TIRE PRESSURE
FAILURE CODE	
CAUSE :	
CORRECTION :	



Phone: 714-521-3305
 6211 Beach Blvd.
 Buena Park, CA 90621
 www.kengrodyford.com ^{Page} 1

[REDACTED]		A/R Number:	[REDACTED]	Invoice Number:	[REDACTED]
LA, MIRADA, CA [REDACTED]		Customer Number:	[REDACTED]	Printed:	JAN 25 13 12:53 PM
Phone (H): [REDACTED]	Phone (W): [REDACTED]	PO Number:	[REDACTED]	Copy #:	2
Phone (C): [REDACTED]	Phone Oth: [REDACTED]	Auth Number:	[REDACTED]	Date Opened:	01/08/13
Year/Make/Model: 2011 Ford F150		Service Writer:	164	Date Notified:	01/12/13
VIN: 1FTFW1EF2 BF [REDACTED]		Estimate Amount:	\$	Date Delivered:	01/12/13
License Number:	[REDACTED]	Color:	White	Type of Sale: Retail	
Stock Number:	22032	Mileage In:	21016	Customer Signature	
Tag Number:	5461	Mileage Out:	21067	[REDACTED]	

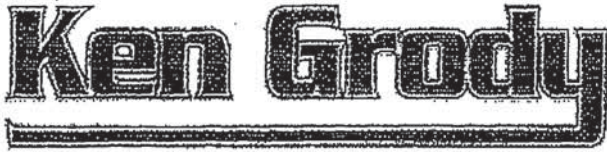
Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
PERFORM MULTI POINT INSPECTIONS					
1 - Cause/Action to Take					
99P - MAINTENANCE					
1 - Correction/Action Taken					
PERFORMED MULTI POINT INSPECTION	853				0.00
<u>Sub Total Parts</u>					<u>Internal Work</u>
2. Customer statement of problem					
Customer states CHECK ENGINE LIGHT CAME ON AND FELT LIKE WAS GOING TO DIE AND BOGGING DOWN CONDITION CHECK AND ADVISE					
1 - Cause/Action to Take					
HEATED EXHAUST GAS OXYGEN SENSORS FAILED CPART 9F472 9C915					
1 - Correction/Action Taken					
ROAD TESTED AND CONFIRMED CONDITION CARRY OUT ELECTRONIC ENGINE CONTROL SYSTEM DIAGNOSTICS PINPOINT TEST OBSERVED DATA CHECKED VALUES OF SENSORS AND ONBOARD COMPUTER POWERTRAIN CONTROL MODILE.RAN OASIS CHECKED ON SSMS,TSBS RELATED TO CLIENTS CONCERN.	122				0.00
Part Number	Failed	Description			
BR3Z12029A		COIL ASY IGNITION	1	1	
CYFS12Y		SPARK PLUG	3	3	
AU5Z9C915B		VALVE ASY	1	1	
8F9Z9F472H		SENSOR HEGO	1	1	
8F9Z9F472G		SENSOR HEGO	1	1	
<u>Sub Total Parts</u>					<u>Warranty</u>
SubTotal Job # 2					<u>Warranty</u>
3. Customer statement of problem					
TIRE PRESSURE					



Phone: 714-521-3305
 6211 Beach Blvd.
 Buena Park, CA 90621
 www.kengrodyford.com ^{Page 2}

[REDACTED]		A/R Number:	Invoice Number
LA MIRADA, CA		Customer Number: [REDACTED]	166662
Phone (H) [REDACTED]	Phone (W) [REDACTED]	PO Number:	Printed: JAN 25 13 12:53 PM
Phone (C) [REDACTED]	Phone (O) [REDACTED]	Auth Number:	Copy # 2
Year/Make/Model: 2011 Ford F150		Service Writer: 164	Date Opened: 01/08/13
VIN: 1FTFW1EF2 B [REDACTED]		Estimate Amount: \$	Date Notified: 01/12/13
License Number: [REDACTED]	Color: White	Terms & Conditions:	Date Delivered: 01/12/13
Stock Number: 22032	Mileage In: 21016	Type of Sale: Retail	
Tag Number: 5461	Mileage Out: 21067	Customer Signature	

Description	Qty Ord	Qty Del	Price	Ext Total	Grand Total																		
1 - Cause/Action to Take TP - 35 PSI 1 - Correction/Action Taken YOUR VEHICLE'S TIRE PRESSURE IS AS FOLLOWS RF 35 LF35 RR35 LR35	853				0.00																		
<u>Sub Total Parts</u>					<u>Internal Work</u>																		
4. Customer statement of problem																							
Customer States PERFORM ROUTINE MAINTENANCE 22500 1 -- Cause/Action to Take MB MAINTENANCE 1 - Correction/Action Taken PER CLIENT'S REQUEST PERFORMED MB MAINTENANCE SERVICE PER MB CONTRACT	853				0.00																		
<table border="0"> <tr> <td>Part Number</td> <td>Failed</td> <td>Description</td> <td></td> <td></td> <td></td> </tr> <tr> <td>FL500S</td> <td></td> <td>FILTER ASY - OIL</td> <td>1</td> <td>1</td> <td></td> </tr> <tr> <td>XO5W20QSP</td> <td></td> <td>ENGINE OIL</td> <td>8</td> <td>8</td> <td></td> </tr> </table>	Part Number	Failed	Description				FL500S		FILTER ASY - OIL	1	1		XO5W20QSP		ENGINE OIL	8	8						
Part Number	Failed	Description																					
FL500S		FILTER ASY - OIL	1	1																			
XO5W20QSP		ENGINE OIL	8	8																			
<u>Sub Total Parts</u>					<u>Service Contract</u>																		
<u>SubTotal Job # 4</u>					<u>Service Contract</u>																		
5. Customer statement of problem																							
WIPERS STREAK CHATTER MAINT AND WEAR 1 - Cause/Action to Take 17526AFT WIPER BLADES POOR WIPE QUALITY 1 - Correction/Action Taken RENEWED WIPER BLADES RETESTED ALL FUNCTIONS NOW NORMAL	853				0.00																		
<table border="0"> <tr> <td>Part Number</td> <td>Failed</td> <td>Description</td> <td></td> <td></td> <td></td> </tr> <tr> <td>WW2201PF</td> <td></td> <td>BLADE ASY WIPER</td> <td>2</td> <td>2</td> <td></td> </tr> </table>	Part Number	Failed	Description				WW2201PF		BLADE ASY WIPER	2	2												
Part Number	Failed	Description																					
WW2201PF		BLADE ASY WIPER	2	2																			



Phone: 714-521-3305
 6211 Beach Blvd.
 Buena Park, CA 90621
 www.kengrodyford.com ^{Page 3}

LA MIRADA, CA		A/R Number:	Invoice Number:
Phone (H)	Phone (W)	Customer Number:	Printed: JAN 25 13 12:53 PM
Phone (C)	Phone Oth:	PO Number:	Copy # 2
Year/Make/Model: 2011 Ford F150		Auth Number:	Date Opened: 01/08/13
VIN: 1FTFW1EF2 BF		Service Writer: 164	Date Notified: 01/12/13
License Number:	Color: White	Estimate Amount: \$	Date Delivered: 01/12/13
Stock Number: 22032	Mileage In: 21016	Terms & Conditions:	
Tag Number: 5461	Mileage Out: 21067	Type of Sale: Retail	
		Customer Signature	

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
Sub Total Parts					Service Contract
SubTotal Job # 5					Service Contract

OWNER ADVANTAGE REWARDS ARE NOT APPLICABLE TO COUPONS, DISCOUNTED SPECIALS, AND BASIC MAINTENANCE. REWARDS CAN BE REDEEM ON FULL RETAIL REPAIRS OR SERVICES. SIGN UP TODAY AND START RECEIVING 5% REWARD POINTS ON EVERY DOLLAR YOU SPEND. ASK SERVICE ADVISORS FOR FURTHER DETAILS.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
AMOUNT DUE	0.00

B.A.R. REG # 042846
 E.P.A. # 027946882

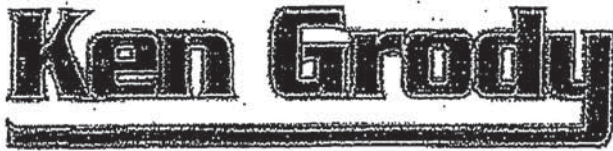
Ken Grody



Phone: 714-521-3305
 6211 Beach Blvd.
 Buena Park, CA 90621
 www.kengrodyford.com Page 1

LA MIRADA, CA		A/R Number:	Invoice Number:
Phone (H)	Phone (W)	Customer Number:	Printed: FEB 11 13 6:39 PM
Phone (C)	Phone (Oth):	PO Number:	Copy # 1
Year/Make/Model: 2011 Ford F150		Auth Number:	Date Opened: 01/14/13
VIN: 1FTFW1EF2BF		Service Writer: 164	Date Notified: 02/11/13
License Number:	Color: White	Estimate Amount: \$	Date Delivered: 02/11/13
Stock Number: 22032	Mileage In: 21109	Terms & Conditions:	
Tag Number: 4203	Mileage Out: 21245	Type of Sale: Retail	
		Customer Signature	

Description	Qty Ord	Qty Del	Price	Ext Total	Grand Total												
1. Customer statement of problem PERFORM MULTI POINT INSPECTIONS 1 - Cause/Action to Take 99P - MAINTENANCE 1 - Correction/Action Taken PERFORMED MULTI POINT INSPECTION <div style="text-align: right;"> Sub Total Parts 0.00 Internal Work </div>																	
2. Customer statement of problem Customer States THE SERVICE ENGINE CHECK ENGINE MIL LIGHT ICON JUST CAME ON AGAIN AND STAYED ON CK AND ADVISE 1 - Cause/Action to Take INJECTOR ASSEMBLY CYLINDER NUMBER TWO, P0302 P0316 DTC FAULT CODES 1 - Correction/Action Taken PERFORMED DIAGNOSTICS TESTED AND INSPECTED CONFIRMED CHECK ENGINE LIGHT IS ON P0302 P0316 TESTED THE IGNITION SYSTEM COMPONENTS PASSED. TESTED FUEL INJECTION FLOW AND TESTED FUEL INJECTION AND FUEL SYSTEM COMPONENTS VERIFIED FUEL INJECTOR CYLINDER #2 OUT OF SPECS RENEWED FUEL INJECTOR ASSEMBLY FOR CYLINDER NUMBER TWO AS REQUIRED. <table style="width: 100%; border: none;"> <tr> <td style="border: none;">Part Number</td> <td style="border: none;">Failed</td> <td style="border: none;">Description</td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">BR3Z9F593A</td> <td style="border: none;"></td> <td style="border: none;">INJECTOR ASY</td> <td style="border: none; text-align: center;">122</td> <td style="border: none;"></td> <td style="border: none; text-align: right;">0.00</td> </tr> </table> <div style="text-align: right;"> Sub Total Parts 1 - 1 SubTotal Job # 2 Warranty Warranty </div>						Part Number	Failed	Description				BR3Z9F593A		INJECTOR ASY	122		0.00
Part Number	Failed	Description															
BR3Z9F593A		INJECTOR ASY	122		0.00												
1. Customer statement of problem CUSTOMER IN RENTAL VEHICLE 1 - Cause/Action to Take RENTAL - RENTAL 1 - Correction/Action Taken CUSTOMER IN RENTAL VEHICLE PO#219149 <div style="text-align: right;"> 900 0.00 </div>																	



Phone: 714-521-3305
 6211 Beach Blvd.
 Buena Park, CA 90621
 www.kengrodyford.com Page 2

A/R Number:		Invoice Number
Customer Number:		
PO Number:		Printed: FEB 11 13 6:39 PM
Auth Number:		Copy # 1
Service Writer: 164		Date Opened: 01/14/13
Estimate Amount: \$		Date Notified: 02/11/13
Terms & Conditions:		Date Delivered: 02/11/13
Type of Sale: Retail		
Year/Make/Model: 2011 Ford F150		
VIN: 1FTFW1EF2 BF		
License Number:	Color: White	
Stock Number: 22032	Mileage In: 21109	<i>Customer Signature</i>
Tag Number: 4203	Mileage Out: 21245	

Description	Qty Ord	Qty Del	Price	Ext Total	Grand Total
<i>Sublet</i> 95 ENTERPRISE RENT A CAR -					Warranty
<i>Recommendations</i> RENTAL INV#24521					Warranty Warranty
4. Customer statement of problem					
TIRE PRESSURE 1 - Cause/Action to Take TP - 35 1 - Correction/Action Taken YOUR VEHICLE'S TIRE PRESSURE IS AS FOLLOWS RF 35 LF35 RR35 LR35		122			0.00
<i>Sublet</i> 196 GÓMEZ PROFESSIONAL AUTO DETAIL - PO 220512 AB					0.00
5. Customer statement of problem					
PERFORM COMPLETE DETAIL 1 - Cause/Action to Take DETAIL - WASH VEHICLE HAND WAX EXTERIOR WASH WINDOWS STEAM CLEAN ENGINE 1 - Correction/Action Taken PERFORMED DETAIL-----IN THE INTEREST OF CUSTOMERSATISFACTION CHARGE TO SERVICE DEPT.		900			0.00
					0.00



Phone: 714-521-3305
 6211 Beach Blvd.
 Buena Park, CA 90621
 www.kengrodyford.com Page 3

LA MIRADA, CA		A/R Number:	Invoice Number
Phone (H):	Phone (W):	Customer Number:	Printed: FEB 11 13 6:39 PM
Phone (C):	Phone Oth:	PO Number:	Copy # 1
Year/Make/Model: 2011 Ford F150		Auth Number:	Date Opened: 01/14/13
VIN: 1FTFW1EF2 BF		Service Writer: 164	Date Notified: 02/11/13
License Number:	Color: White	Estimate Amount: \$	Date Delivered: 02/11/13
Stock Number: 22032	Mileage In: 21109	Terms & Conditions:	Type of Sale: Retail
Tag Number: 4203	Mileage Out: 21245	Customer Signature	

Description	Qty Ord	Qty Del	Price	Ext Total	Grand Total												
<p>6. Customer statement of problem CHECK AND ADVISE ON SUSPECT POSSIBLE COOLANT GETTING INTO CYLINDER NUMBER TWO</p> <p>1 - Cause/Action to Take cc 01 CPART6049 CYLINDER HEAD FAILED COMPRESSION TEST CYLINDERS ONE 145 CYL TWO 158 CYL THREE 145 CYL 5 150 CYL SIX 146 CYL SEVEN 154 CYLINDER EIGHT 155 CYLINDER#2 LEAKAGE 8% CASUSE COOLANT CYLINDER TWO DUE TO FAILED CYLINDER HEAD ASSEMBLY</p> <p>1 - Correction/Action Taken PERFORMED DIAGNOSTICS PRESSURE TESTED THE COOLANT SYSTEM VERIFIED COOLANT BUBBLING OUT OF THE SPARKPLUG THREADS IN CYLINDER #2 NOTIFIED TECHNICAL HOTLINE THEY ADVISED TO PERFORM COMPRESSION TESTS.CARRY OUT COMPRESSION TEST AS PER TECH HOTLINE.CYLINDER LEAKDOWN TEST ALSO PERFORMED AS NECESSARY.REQUIRED REMOVAL OF ENGINE FROM THE VEHICLE AND MOUNTED ON AN ENGINE STAND REMOVED THE RIGHT SIDE CYLINDER HEAD ASSEMBLY AND INSPECTED ENGINE BLOCK AND RELATED COMPONENTS TO DETERMINE THE EXTENT.ENGINE BLOCK IN GOOD CONDITION.NECESSARY TO REPLACE RIGHT SIDE CYLINDER HEAD ASSEMBLY WITH NEW SPARKPLUG IN CYLINDER NUMBER TWO.REINSTALLED ENGINE IN VEHICLE. EVACUATED AND RECHARGED FREON AC SYSTEM.FILLED ALL FLUIDS TO SPECS.REPRESSURE TEST AND VERIFIED HOLIND PRESSURE AND NO LEAKS PRESENT.RETESTED THE ELECTRONIC ENGINE CONTROL,POWERTRAIN CONTROL MODULE.PERFORMED QUALITY CONTROL AND ROAD TEST UPON COMPLETION</p> <table border="0"> <tr> <td>Part Number</td> <td>Failed</td> <td>Description</td> <td></td> <td></td> <td></td> </tr> <tr> <td>BR3Z6049E</td> <td></td> <td>CYLINDER HEAD ASY</td> <td>1</td> <td>1</td> <td></td> </tr> </table>	Part Number	Failed	Description				BR3Z6049E		CYLINDER HEAD ASY	1	1		177			0.00	
Part Number	Failed	Description															
BR3Z6049E		CYLINDER HEAD ASY	1	1													

Ken Grody



Phone: 714-521-3305
 6211 Beach Blvd.
 Buena Park, CA 90621
 www.kengrodyford.com

LA MIRADA, CA		A/R Number:	Invoice Number
Phone (H):	Phone (W)	Customer Number:	Printed: FEB 11 13 6:38 PM
Phone (C):	Phone Oth	PO Number:	Copy # 1
Year/Make/Model: 2011 Ford F150		Auth Number:	Date Opened: 01/14/13
VIN: 1FTFW1EF2 BF		Service Writer: 164	Date Notified: 02/11/13
License Number:		Estimate Amount: \$	Date Delivered: 02/11/13
Color: White		Terms & Conditions:	
Stock Number: 22032	Mileage In: 21109	Type of Sale: Retail	
Tag Number: 4203	Mileage Out: 21245	Customer Signature	

Description	Qty Ord	Qty Del	Price	Ext Total	Grand Total
BR3Z6049E		0			
BR3Z6051A		1			
FL500S		1			
XO5W20QSP		6			
BR3Z6A340A		1			
W714869S431		8			
W714870S430		8			
BR3Z9448A		1			
BR3Z6584A		1			
BR3Z6584D		1			
BR3Z6020B		1			
BL3Z6840B		1			
BR3Z6020C		1			
BR3Z6020D		1			
ZC31A		1			
ZC30		1			
BR3Z8255A		1			
F1VY8507A		1			
BL3Z19A095C		1			
9L8Z6C683A		2			
9W7Z19B596B		3			
W714689S437		4			
AL3Z6379BA		8			
VC10A2		2			
GALLON		2			
W707753S900		2			
BL3Z6A642E		1			
XW4Z6700B		1			
BR3Z6065F		0			
W714717S439		4			
BR3Z18696A		1			
CYFS12Y		1			
BR3Z6065D		10			

Ken Grody



Phone: 714-521-3509
 6211 Beach Blvd.
 Buena Park, CA 90621
 www.kengrodyford.com Page 5

LA MIRADA, CA		A/R Number:	Invoic Number
		Customer Number:	Printed: FEB 11 13 6:39 PM
Phone (H): Phone (W):		PO Number:	Copy # 1
Phone (C): Phone Oth:		Auth Number:	Date Opened: 01/14/13
Year/Make/Model: 2011 Ford F150		Service Writer: 164	Date Notified: 02/11/13
VIN: 1FTFW1EF2 BF		Estimate Amount: \$	Date Delivered: 02/11/13
License Number:	Color: White	Terms & Conditions:	Type of Sale: Retail
Stock Number: 22032	Mileage In: 21109	<i>Customer Signature</i>	
Tag Number: 4203	Mileage Out: 21245		

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
<u>Sub Total Parts</u>					<u>Warranty</u>
SubTotal Job # 6					Warranty
7. Customer statement of problem					
AIR CONDITION SYSTEM INSPECTION AND SERVICE					
1 - Correction/Action Taken					
EVACUATED AND RECHARGE AC FREON SYSTEM R134 REFRIGERATIO	190				0.00
<u>Sub Total Parts</u>					<u>Internal Work</u>
OWNER ADVANTAGE REWARDS ARE NOT APPLICABLE TO COUPONS, DISCOUNTED SPECIALS, AND BASIC MAINTENANCE. REWARDS CAN BE REDEEM ON FULL RETAIL REPAIRS OR SERVICES. SIGN UP TODAY AND START RECEIVING 5% REWARD-POINTS ON EVERY DOLLAR YOU SPEND. ASK SERVICE ADVISORS FOR FURTHER DETAILS.					
			Total Labor 0.00 Total Parts 0.00 Total Sublet 0.00 Misc. Chrgs 0.00 Car Rental 0.00 Freight 0.00 Deductible 0.00 Special Tax 0.00 Haz Mat Chrg 0.00 Sales Tax 0.00		
			AMOUNT DUE 0.00		
		B.A.R. REG # 042846			
		E.P.A. # 027946862			

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number:

File Report To This Folder

File Report To A Folder

Download Options

Add Comments

Previous

Next

Save

Mail Report

Report Detail Section : View Details

Attachments: 0

Report# : CKODV003 NHL **Received:** 11/15/2012

CCRG/EPRC: **Reviewed Status:** **Date:**

Vehicle: 2011,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1EF2BF **Build Date:** 08/16/2011

Odometer : 21,109 M **Engine:** 5.0L 4V **Calibration:** BF615D0A

Transmission: 6R80E **Axle:** 3.73 LOCK **A/C:** YES

Dealer: USA 07946 Ken Grody Ford **Phone#:** (714) 521-3305

City: Buena Park **State:** California **Country :** USA

Originator: FIDEL ARELLANO

Symptom: 2 27 Q 68 AID/INFO,WNG IND/MESS/C,ENGINE IMAGE,STAYS ON

Status:

VFG: V29 CHECK ENGINE LIGHT

Additional Symptom: MISS ON START UP/COOLANT/HEAD

Fix: **Causal Component :**

Condition Code:

Hotliner: TROMANO7

Phone: 313 337-9132

Regn Cd: W1 Los Angeles

Engineering:

Phone:

TAR:

Dir Contact: FIDEL ARELLANO

Phone: 626 705-8514

Title Cde: T

KOEO:

KOEC: P0302 P0316 P0308 P0300

KOER:

Comments:

REPAIR 11/15/2012 04:17PM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:MIL ON, DIAGNOSTICS: EEC TEST, FOUND CODES
P0302, P0316, PARTS REPLACED:PREVIOUSLY ALL 8 SPARK PLUGS, TECH
QUESTION:THIS VEHICLE IS HERE FOR THE SECOND TIME, SAME PROBLEM MIL
ON, SAME CODES, ACCORDING TO THE FREEZE FRAME DATA I CAN SEE THAT THIS
CONCERN IS RECORDED WHEN THE VEHICLE IS FIRST STARTED COLD, ECT 75 F,
IAT 51 F, RPM 839, VS 0 MPH, RUNTM 00;53, WARMUPS 78, CLRDIST 1647MI,
ALCH-PCT 8.24%, I AM UNABLE TO DUPLICATE THE MISFIRE IN THE BAY OR
DRIVING IT ONCE THE ENGINE IS ALREADY RUNNING, DO YOU HAVE ANY KNOWN
CONCERNS?

RECOMM 11/15/2012 04:17PM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE
FIDEL, INSPECT FOR ANY WATER IN THE FUEL AND PERFORM A FUEL PRESSURE
LEAK DOWN CHECK TO SEE IF ANY EXCESSIVE FUEL PRESSURE LEAK DOWN IS
FOUND. A LEAKING INJECTOR CAN CAUSE A P0316 AND MISFIRE ON START UP.
INSPECT THE CYLINDER FOR ANY FUEL IF THE LEAK DOWN TEST DOES NOT PASS.
THE FUEL PRESSURE SHOULD NOT LEAK DOWN MORE THAN FIVE PSI IN ONE
MINUTE AND NO MORE THAN EIGHTEEN PSI IN THIRTY MINUTES. SINCE THE
VEHICLE IS A FLEX FUEL VEHICLE, SUGGEST VERIFYING THE ACTUAL ALCOHOL
CONTENT IN THE FUEL MATCHES THE FF_INF PID THIS IS THE PCM'S INFERRED
ALCOHOL CONTENT FOR THE FUEL. LOW FUEL, VACUUM LEAKS, OR A FUEL
DELIVERY ISSUE CAN SKEW THE VALUE. IMPROPER FUELING HABITS CAN ALSO
CAUSE THE CONCERN. IF THE CUSTOMER IS FUELING THE TANK WITH SMALL
QUANTITIES OF A DIFFERENT FUEL TYPE THAT DOES NOT CAUSE THE PCM TO
RE-CALCULATE THE ALCOHOL PERCENTAGE. AT LEAST 25% OF THE TOTAL FUEL
TANK CAPACITY OF A DIFFERENT FUEL BLEND MUST BE ADDED TO CAUSE THE PCM
TO RESET THE FF_INF. IF NO CONCERNS ARE FOUND, SUGGEST SWAPPING
THE COIL TO ANOTHER CYLINDER AND THE INJECTOR TO A DIFFERENT CYLINDER
AS WELL TO SEE IF THE CONCERN FOLLOWS EITHER COMPONENT.

REPAIR 01/10/2013 07:32PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE
DESCRIPTION OF VEHICLE CONCERN: MIL ON, RUNS ROUGH, MISFIRES,

DIAGNOSTICS ALREADY COMPLETED: EEC TEST, POWER BALANCE TEST,
PARTS REPLACED: ON LAST REPAIR ALL SPARK PLUGS WERE REPLACED, ONE
CAT MONITOR SENSOR WAS ALSO REPLACED, TECH'S QUESTION: AFTER
REMOVING CYL NO 2 SPARK PLUG I FOUND THE PLUG WAS KIND OF OIL FOULED,
DO YOU HAVE ANY KNOWN ISSUES WITH OIL ENTERING THE CYLINDERS OF THIS
TYPE OF ENGINE OR COULD THERE BE ANOTHER ISSSUE WHERE ONCE THE SPARK
PLUG STOPS FIRING IT WILL GET FOULED? DTC: P0300 MODULE: PCM DTC:
P0302 MODULE: PCM DTC: P0308 MODULE: PCM DTC: P0316 MODULE: PCM

RECOMM **01/10/2013 07:32PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE**
FIDEL, OIL FOULING OF THE SPARK PLUG SHOULD NOT OCCUR AT ANY TIME.
SUGGEST TO VERIFY THAT THE PCV SYSTEM IS OPERATING PROPERLY.
RECOMMEND TO PERFORM A DRY/WET MANUAL COMPRESSION TEST, AS WELL AS
A CYLINDER LEAKAGE TEST IF LOW COMPRESSION IS FOUND. IF NO PROBLEM
IS FOUND, USE A BORE SCOPE TO INSPECT THE CYLINDER WALL FOR
SCORING. IF CYLINDER WALL SCORING IS NOT FOUND, SUGGEST TO REMOVE
THE INTAKE MANIFOLD BEFORE STARTING THE ENGINE AFTER AN OVERNIGHT COLD
SOAK. THEN INSPECT THE INTAKE VALVES FOR EXCESSIVE OIL. SOME OIL ON
THE VALVE STEMS IS NORMAL. OIL ON THE VALVE HEADS WOULD BE EXCESSIVE.

AUDIT **01/10/2013 07:32PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE**
ODOMETER 17533 M CHANGED TO 21016 M BY PJACOB45

REPAIR **01/25/2013 09:28AM KEVIN MARTIN MSS - FCSD - TECH SVC HOTLINE**
WEB FORM DATA - CONCERN: MIL CAME ON AGAIN AND STAYS
ON. DIAGNOSTICS: THIS VEHICLE ORIGINALLY WENT TO OUR TUNE-UP
DEPARTMENT AND I DIDNT GET THE FULL STORY ON WHAT THAT TECHNICIAN DID,
APPARENTLY THIS VEHICLE HAS HAD AN ONGOING ISSUE OF THE #2 SPARK PLUG
FOULING. I WAS GIVEN THE VEHICLE AND TOLD THE TUNE GUY SUSPECTED
COOLANT IN THE CYLINDER. I REMOVED THE #2 SPARK PLUG AND PRESSURE
TESTED THE COOLING SYSTEM. IT APPEARS COOLANT IS COMING RIGHT OUT OF
THE MIDDLE OF THE THREADED SECTION (FOR THE SPARK PLUG) OF THE
CYLINDERHEAD. I CLEANED AND BLEW OUT THE SPARK PLUG HOLE AND ONCE
AGAIN IT LOOKS LIKE COOANT BUBBLES OUT OF THE TREADS ABOUT HALF WAY
DOWN AND THEN RUNS INTO THE CYLINDER. TRIED TO LOOK AT IT WITH A
BORESCOPE, BUT AS SOON AS I GET THE CAMERA NEAR THE HOLE IT FOGS UP
FROM THE STEAMY MOISTURE. PARTS REPLACED: I HAVENT REPLACED ANY

YET, NOT SURE IF TUNE DID. TECH QUESTION: WONDERING IF THIS HAS BEEN SEEN BEFORE, ALSO WOULD LIKE DIRECTION, DO YOU THINK CYLINDER HEAD REPLACEMENT WILL BE SUFFICIENT. I HAVENT BEEN ABLE TO ADAQUATLY ASSESS THE CONDITION OF THE PISTON OR CYLINDER WALL YET.

RECOMM 01/25/2013 09:28AM KEVIN MARTIN MSS - FCSD - TECH SVC HOTLINE

SCOTT, IF THE COOLANT IS COMING FROM A CRACK IN THE HEAD THEN HEAD REPLACEMENT WOULD BE NECESSARY AND SHOULD BE SUFFICIENT IN REPAIRING THE VEHICLE AS LONG AS NO OTHER DAMAGE IS EVIDENT. RECOMMEND ATTEMPTING TO VERIFY IF A CRACK IS PRESENT AT THE THREADS OR IF THE HEAD GASKET MAY BE ALLOWING THE COOLANT TO BUBBLE UP. PRIOR TO TEARDOWN A COMPRESSION TEST AND LEAKDOWN TEST CAN BE PERFORMED TO VERIFY ANY POSSIBLE BASE ENGINE CONCERNS. THEN PLEASE PROCEED WITH HEAD REMOVAL/REPLACEMENT AND INSPECT FOR ANY OTHER CONCERNS. IF NO BASE ENGINE CONCERNS ARE FOUND THEN REPLACE AS NECESSARY AND RE-EVALUATE.

AUDIT 01/25/2013 09:28AM KEVIN MARTIN MSS - FCSD - TECH SVC HOTLINE

ODOMETER 21016 M CHANGED TO 21109 M BY KMART171

Folder Number: _____

File Report To This Folder

File Report To A Folder

Add Comments

Previous

Next

Save

Mail Report

Requester: LBINGHAM
Report Summary
Server: ECCWS686

Ford Proprietary, Private

15-Mar-2013
Retention: None

Server: AWS Prod

Claims loaded through: 14-MAR-2013

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 15-MAR-13

Note: All Costs are in US Dollars Server Name: AWS Prod Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
IFTFW1EF2BF[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/MF	16- AUG- 2011	25- NOV- 2011	171089	USA	5	6Y05 *		MAINT *		F09	SXX	V99	A99	82
AWS Claim Key:	<u>3269399</u> Doc #: 1454932		Trx Code:		0968S	Labor Hrs:	.9	Labor Cost:	32.27	Material Cost:	43.78	Total Cost:	79.28										
Dlr Cd-Sub Cd:	07946-* Name: KEN GRODY FORD		Ph:		714-5213305	St:	CA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	11-APR-2012	DIST(Mile):		5423							
Cust Comments:	CUSTOMER STATES PREVENTIVE MAITENANCE MB SERVICE PREVENTIVE ROUTINE SERVICE MB A99 2659																						
Tech Comments:	MB MAINTENANCE PERFORMED PERFORMED PREVENTIVE MAINTENANCE MB ROUTINE SERVICE INSTALLED GENUIN MOTORCRAFT ENGINE OIL FILTER RENEWED ENGINE OIL TO FACTORY SPECS AS PER ENGINE APPLICATION PERFORMED FOUR WHEEL ROTATE AND BRAKE CHECK SET ALL PRESSURES TO SPECS																						
IFTFW1EF2BF[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/MF	16- AUG- 2011	25- NOV- 2011	171089	USA	10	6Y05 *		MAINT *		F09	SXX	V99	A99	82
AWS Claim Key:	<u>4977291</u> Doc #: 1567552		Trx Code:		0968S	Labor Hrs:	1.2	Labor Cost:	44.4	Material Cost:	52.02	Total Cost:	99.65										
Dlr Cd-Sub Cd:	07946-* Name: KEN GRODY FORD		Ph:		714-5213305	St:	CA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	05-SEP-2012	DIST(Mile):		14155							
Cust Comments:	CUSTOMER STATES NEW 36/30K PREM MAINT(M&W) 7.5K INTERVAL 0968 USA 2012 NEW 36/30K PREM MAINT(M&W) 7.5K INTERVAL																						
Tech Comments:	MB MAINTENANCE SERVICE PERFORMED MB15000 MILES SERVICE PERFORMED																						
IFTFW1EF2BF[REDACTED]	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/MF	16- AUG- 2011	25- NOV- 2011	171089	USA	11	2G02	BL3Z	9G444	A	F04	S11	V29	E29	42
AWS Claim Key:	<u>5351062</u> Doc #: 1587112		Trx Code:		S07	Labor Hrs:	2	Labor Cost:	211.44	Material Cost:	118.79	Total Cost:	330.23										
Dlr Cd-Sub Cd:	07946-* Name: KEN GRODY FORD		Ph:		714-5213305	St:	CA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	28-SEP-2012	DIST(Mile):		15746							
Cust Comments:	CUSTOMER STATES CHECK ENGINE ENGINE LIGHT IS ON WHEN DRIVING CHECK AND ADVISE																						

Tech Comments: CPART 9G444 CYFS12V CATALYST MONITOR AND SPARKPLUGS P0302 P0307 P03000 12650D 12650D45 12405AT 12650DX1 12650D70L PERFORMED DIAGNOSTICS TESTS CHECKED EECs SYSTEM REVIEWED PID DATA AFTER MONITORING AND REVIEWING ALL ONBOARD DIAGNOSTIC SENSORS VALUES AND POWERTRAIN CONTROL MODULE ALL PINPOINT TEST AND TROUBLESHOOTING CONCLUDED FAILED CATALYST MONITOR ASSEMBLY AND PLUGS MISS FIRING CONDITION NEC

I1FTFW1EF2BF [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/MF 16- 25- AUG- NOV- 171089 USA 12 6Y20 * TAP1 * F09 SXX V99 A99 82
 2011 2011

AWS Claim Key: 6118480 **Doc #:** 1625623 **Trx Code:** TAP1 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 56

Dlr Cd-Sub Cd: 07946-* **Name:** KEN GRODY FORD **Ph:** 714-5213305 **St:** CA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 14-NOV-2012 **DIST (Mile):** 17533

Cust Comments: CUSTOMER IN RENTAL VEHICLE TAP

Tech Comments: RENTAL TAP CUSTOMER IN RENTAL VEHICLE PO#210826

Any comments? You can contact



webmaster



CIVIL SUIT NUMBER 43,076A

V.

FRANKLIN PARISH CLERK OF COURT

FORD MOTOR COMPANY,
ET AL

FRANKLIN PARISH, LOUISIANA

2013 APR 29
JUN JOHNSTON
FRANKLIN PARISH
CLERK OF COURT

APR 29 2013
Aline Mayo
DY. CLERK OF COURT
FRANKLIN PARISH, LA.

SUIT FOR REDHIBITION AND DAMAGES

The petition of [REDACTED] and [REDACTED] husband and wife
domicilliaries of Concordia Parish, Louisiana, and of the full age of majority,
respectfully represents:

1.

Made defendants herein are the following:

1. Ford Motor Company, a foreign corporation authorized to do business in the State of Louisiana;
2. White Ford Lincoln-Mercury, Inc., a Louisiana corporation domiciled in Winnsboro, Louisiana.

2.

On April 30, 2012, petitioners and defendant White Ford Lincoln-Mercury, Inc., executed a contract of sale, in Winnsboro, Louisiana.

3.

The cause of the contract was the sale to the petitioners of a new 2012 Ford F150 Super Crew, Vehicle Identification Number 1FTFW1ET0CF [REDACTED] Simultaneously therewith petitioners entered into a contract with a third party financier for the purpose of financing a portion of the purchase price.

4.

Said vehicle was manufactured by defendant Ford Motor Company.

5.

Said defects are manufacturing defects and existed at the time of the sale.

6.

Said defects manifested themselves by causing failure of the vehicle to operate in the intended manner during normal use, as set out below.

7.

The vehicle has been returned to White Ford Lincoln-Mercury, Inc., for repeat and excessive repairs, and for problems that would be considered multiple defects but can best generally be described as the motor continually stalling, losing power in passing situations, at which times the steering wheel begins to shake, excessive smoking from the exhaust, and therefore failing to operate in the intended manner during normal use.

8.

The problems described in the preceding paragraph have caused multiple repairs at White Ford Lincoln-Mercury, Inc., and the truck has been in the shop a total of eighty-one days since the date of the sale to your petitioners.

9.

All repairs done by White Ford Lincoln-Mercury, Inc., were done by repairmen trained at the direction of representatives of Ford Motor Company.

10.

Petitioners show that defendants White Ford Lincoln-Mercury, Inc., and Ford Motor Company have both been afforded notice of the existence of the defects as required by law.

11.

The above described problems are the result of defects that have rendered the vehicle useless, or its use so inconvenient, that it must be presumed that the petitioner would not have purchased the vehicle if they had known of the defects at the time of the sale.

12.

At all times pertinent hereto, White Ford Lincoln-Mercury, Inc., was a new car franchised dealer of Ford Motor Company, with authority from Ford Motor Company to attempt repairs on the George T. Book, Jr. and Telina Book vehicle.

13.

Petitioners show that defendant White Ford Lincoln-Mercury, Inc., as a new

car franchised dealer/seller of Ford vehicles had a high duty to detect and repair complaints and problems with the vehicle; petitioners show that said defendant violated that duty on several occasions as is set forth in the following particulars;

1. Failing to repair claims promptly when requested by petitioners; and
2. Failure to properly make repairs.

14.

As a result of the violation of the duties set forth in the preceding paragraphs, White Ford Lincoln-Mercury, Inc., caused the damage or injuries complained of, legally and in fact.

15.

During the repair attempts and attempted normal and reasonably anticipated use by the petitioners of the vehicle, the use of the vehicle has been inconvenient, distressing, and mentally anguishing to the petitioners due to the defective performance of the vehicle, as described above; such damage was proximately caused by characteristics of the vehicle which have rendered it unreasonably dangerous in that, as set out above, it has deviated in a material way from the manufacturer's specifications or performance standards regarding the problems complained about, and from otherwise identical products manufactured or imported by defendant Ford Motor Company regarding the exhibiting of the problems and defects.

16.

Defendant Ford Motor Company had actual, constructive, and/or imputed knowledge of the defects in the vehicle; the delivery for sale of the vehicle complained about by the petitioners, with the actual, constructive, and/or imputed knowledge of the conditions and defects as set out above, was an unfair and deceptive act or trade practice; such practice offends established public policy, and is immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to consumers.

17.

As a result of the unfair and deceptive acts or trade practices of said defendants, the petitioners have suffered actual damages.

18.

Petitioners desire that said sale be canceled and rescinded.

19.

Petitioners are entitled to and does demand a rescission of the sale with return of the purchase price and legal interest thereon from date paid as allowed by law; reimbursement for expenses for preservation of the vehicle; reimbursement for insurance costs; expenses incidental to the sale and for customizing expenses; finance charge reimbursements; service agreement reimbursements; a general damages award; compensation for all direct pecuniary and non-pecuniary losses suffered; an award for attorney's fees; and an adjudication that the defendants are liable for payment of costs, expert witnesses to be used at trial, and all other expenses.

20.

The amount in controversy herein does not exceed \$50,000.00, exclusive of interest, and costs.

WHEREFORE, PETITIONERS PRAY THAT:

1. Each defendant be duly cited and served; that the sale by White Ford Lincoln-Mercury, Inc. to [REDACTED] of the said 2012 Ford F150 Super Crew described in the petition be rescinded and that damages and attorney's fees be awarded; that the contract of sale be canceled and rescinded; that there be judgment in favor of the [REDACTED] and against the defendants, Ford Motor Company, and White Ford Lincoln-Mercury, Inc., in solido, with legal interest thereon, and for all sums shown to be due on trial hereof; and
2. For all just and equitable orders and decrees in the premises.



FRED A. PHARIS
of PHARIS LAW OFFICES
831 DeSoto Street
Alexandria, LA 71301
Telephone: (318) 445-8266
Facsimile: (318) 445-5981
Bar Roll No.: 1536
ATTORNEY FOR PLAINTIFFS,
GEORGE T. BOOK, JR. AND
TELINA BOOK

NOTE FOR SERVICE: Please serve Ford Motor Company with the original petition and the discovery attachments through its agent for service of process, C T Corporation System, 5615 Corporate Blvd., Suite 400B, Baton Rouge, Louisiana 70808.

NOTE FOR SERVICE: Please serve White Ford Lincoln-Mercury, Inc. with the petition and the discovery attachments through its agent for service of process, Mr. [REDACTED] Winnsboro, Louisiana [REDACTED]

ATTEST
A TRUE COPY
Alene Mayo
BY CLERK OF COURT, FRANKLIN PARISH, LA

Server: AWS QA
 Claims loaded through: 08-MAY-2013

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 17-MAY-13

Note: All Costs are in US Dollars Server Name: AWS QA Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD	
1FTFW1ET0C1	██████	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	05-MAR-2012	30-APR-2012	123634	USA	0	6U03 *	18502C52 *	F08	S02	V37	R09	42		
AWS Claim Key:	<u>778437</u>	Doc #:	16798301	Trx Code:		1	Labor Hrs:	2	Labor Cost:	148.48	Material Cost:	10.74	Total Cost:	159.22										
Dir Cd-Sub Cd:	05868.*	Name:	SULLIVAN FORD LINCOLN, INC.	Ph:	601-8337521	St:	MS	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	06-APR-2012	DIST(Mile):	13									
Cust Comments:	WATER LEAK IN LT. FLOOR BOARD																							
Tech Comments:	WATER LEAKING IN LT. FRT. FLOOR BOARD WATER TESTED FOUND SUNROOF DRAIN HOSE ON LT. SIDE WOULD NOT DRAIN. REMOVED EMERGENCY BRAKED A PILLER AND KICK PANELS THEN REMOVED DRAIN HOSE CLEANED HOSE OUT AND REINSTALLED																							
1FTFW1ET0C1	██████	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	05-MAR-2012	30-APR-2012	123634	USA	2	1F01 *	6K775 *	F04	S11	V52	D36	42		
AWS Claim Key:	<u>1565180</u>	Doc #:	19128201	Trx Code:	S07	Labor Hrs:	.5	Labor Cost:	38.44	Material Cost:	11.44	Total Cost:	49.88											
Dir Cd-Sub Cd:	06577.*	Name:	WHITE FORD LINCOLN, L.L.C.	Ph:	318-4355101	St:	LA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	22-JUN-2012	DIST(Mile):	2875									
Cust Comments:	AFTER DRIVING CUST WAS GOING TO PASS A CAR AND TRUCK HAD NO POWER AND SHOOK.																							
Tech Comments:	ROAD TEST. VERIFY, IDS TEST, NO CODES, CHECK OASIS, FOLLOW TSB. INSTALL CAC DEFLECTOR PLATE AND REPROGRAM PCM. ROAD TEST, RETEST. OK. WPI																							
1FTFW1ET0CF	██████	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	05-MAR-2012	30-APR-2012	123634	USA	8	4C03	BL3Z	5E212	E	F04	S11	V29	E29	12
AWS Claim Key:	<u>3162238</u>	Doc #:	1948721	Trx Code:	S07	Labor Hrs:	1.4	Labor Cost:	107.63	Material Cost:	490.55	Total Cost:	598.18											
Dir Cd-Sub Cd:	06577.*	Name:	WHITE FORD LINCOLN, L.L.C.	Ph:	318-4355101	St:	LA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	11-DEC-2012	DIST(Mile):	12766									
Cust Comments:	check engine light is onno power on acceleration																							
Tech Comments:	IDS TEST CODES, P0430, P0300, P0306, P0316. RR CATALYTIC CONV. LEFT. CAC ASSY AND SHIELD. REPROGRAM THE PCM PER TSB. CLEAR CODES. RETEST, RD TEST OK.																							
1FTFW1ET0CFB21257	F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	05-MAR-	30-APR-	123634	USA	9	2B03	CYFS	12	Y3	F04	S11	V52	D36	42	

2012 2012
AWS Claim Key: 4079852 **Doc #:** 1957041 **Trx Code:** E84 **Labor Hrs:** 6.3 **Labor Cost:** 484.34 **Material Cost:** 166.45 **Total Cost:** 650.79
Dir Cd-Sub Cd: 06577-* **Name:** WHITE FORD LINCOLN, L.L.C. **Ph:** 318-4355101 **St:** LA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**21-JAN-2013 **DIST(Mile):**15433
Cust Comments: AFTER DRIVING, CUST WAS ATTEMPTING TO PASS A SLOWER MOVING VEHICLE, AS HE MOVED TO THE PASSING LANE AND ACCELERATED THE TRUCK SHUDDERED AND WOULD NOT ACCELERATE. THE CHECK ENGINE LIGHT COM
Tech Comments: RD TEST, VERIFY, IDS TEST, NO CODES. CONTACT FSE KEN CAMPBELL DUE TO MULT CONCERNS WITH VEH. MTIME TO DIAG PER FSE, INSPECT CAC FOR SIGNS OF WATER, OK, R I TURBO CHARGER INTAKE PSI AND TEMP SENSOR TEST BOOST PSI AND MAP SENSOR CONATMINATED, R I MAF SENSOR AND CLEAN. TEST AND TRACE CONNECTORS, INSTALL VCMII IN TRUCK AND RETURN TO CUSTOMER AND DRIVE. RR PLUGS COIL AS PER FSE. REPAIR HAS BEEN REVI

IFTFW1ET0C1 [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 05- 30-
 MAR- APR- 123634 USA 9 6Y20 * TAP1 * F09 SXX V99 A99 82
 2012 2012
AWS Claim Key: 4068048 **Doc #:** 1957042 **Trx Code:** TAP1 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 1500
Dir Cd-Sub Cd: 06577-* **Name:** WHITE FORD LINCOLN, L.L.C. **Ph:** 318-4355101 **St:** LA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**21-JAN-2013 **DIST(Mile):**15433
Cust Comments: TAP DAY LOANERS FOR REPAIRS DONE ON JOB 1
Tech Comments: CUST HAD VEH FROM 01/21-03/07/13 - MULTIPLE CONCERNS AND DIAG AND REPAIRED PER FSE KEN CAMPBELL.

IFTFW1ET0C1 [REDACTED] F6 T/F6 F T/BC T/AM T/E AF T/C3 T/KW 05- 30-
 MAR- APR- 123634 USA 11 6Y20 * VEHPAY * F09 SXX V99 A99 82
 2012 2012
AWS Claim Key: 4103097 **Doc #:** 1969831 **Trx Code:** P11 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 746.47
Dir Cd-Sub Cd: 06577-* **Name:** WHITE FORD LINCOLN, L.L.C. **Ph:** 318-4355101 **St:** LA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**22-MAR-2013 **DIST(Mile):**15945
Cust Comments: AUTHORIZED VEH PAYMENTS
Tech Comments: AUTHORIZED VEH PAYMENT OF 746.47

Any comments? You can contact



webmaster

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number:

[File Report To This Folder](#)

[File Report To A Folder](#)

[Exists in Folder\(s\)](#)

[Add Comments](#)

[Previous](#)

[Next](#)

[Save](#)

[Mail Report](#)

[Download Options](#)

Report Detail Section : [View Details](#)

[Attachments:](#) 0

Report# : DAUDW038 NHL

Received: 01/21/2013

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle: 2012,F150 4X4 ,F150 ,SUP
CRW,STYSD ,1FTFW1ET0CF

Build Date: 03/05/2012

Odometer : 15,433 M

Engine:

3.5L-GTDI

Calibration: CF613COA

Transmission: 6R80E

Axle:

3.73 LOCK

A/C: YES

Dealer: USA 06577 White Ford Lincoln, L.L.C.

Phone#: (318) 435-5101

City: Winnsboro

State:

Louisiana

Country : USA

Originator: SAMMY RANEY JR

Symptom: 5 54 2 39 DRV PERF,LACK/LOSS PWR ,ACCEL,INTERMITTENT

Status:

VFG: V52 DRIVEABILITY

Additional Symptom: LACK OF POWER ON ACCEL.

Fix: Y

Causal Component :

KIT-WIRING PIGTAIL -- RPL

Condition Code:

Hotliner: MSCHMI56

Phone: 000 317-9375

Regn Cd: C3 Memphis

Engineering:

Phone:

TAR: CLD

Dlr Contact: SAMMY RANEY JR

Phone: 318 435-5101

Title Cde: T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 01/21/2013 07:08PM MATTHEW SCHMIDT MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: AFTER DRIVING CUSTMER ATTEMPTED TO PASS
ANOTHER VEHICLE AND ON ACCELERATION THE TRUCK STARTED TO SHUDDER AND
HAD NO POWER AND WOULD NOT ACCELERATE CHECK ENGINE LIGHT CAME ON AND
THE TRUCK WOULD NOT ACCELERATE OVER 50MPH DIAGNOSTICS: PERFORMED
TSB 12-10-19 REPLACED CAC INSTALLED DEFLECTOR PLATE AND REPLACED THE
LEFT BANK CATALYTIC CONVERTER ABOUT 2,600 MILES AGO CHECKED FOR DTCS
THIS TIME NO CODES IN SYSTEM PARTS REPLACED: NONE TECH
QUESTION: HAS THERE BEEN ANY REPORTS OF THIS CONCERN AFTER THE TSB
12-10-19 HAS BEEN DONE

RECOMM 01/21/2013 07:08PM MATTHEW SCHMIDT MSS - FCSD - TECH SVC HOTLINE
SAMMY, IT IS UNCLER IF YOU HAVE BEEN ABLE TO DUPLICATE THE CONCERN
AT THIS TIME. IF SO, RECOMMEND CHECKING BASE FUEL PRESSURE WITH A
MANUAL GAUGE. IF NO ISSUES ARE IDENTIFIED, RECOMMEND FOLLOWING CHART 8
IN SECTION 3 OF THE PC/ED TO SEE IF YOU CAN DETERMINE THE CAUSE. THERE
WERE NO COMMON CAUSES FOR THIS CONCERN IN THE DATABASE IF THE TSB DID
NOT ADDRESS THE CONCERN.

REPAIR 02/11/2013 05:38PM AHEBERT8
CHECK BASE FUEL PRESSURE AND IT CHECKED OUT FINE, WE HAVE DROVE THE
TRUCK AND PULLED THE CAC BACK OFF AND THERE WAS VERY LITTLE WATER
FOUND. WE PUT ALL SIX SPARK PLUGS IN IT. WHATS THE NEXT THING TO
CHECK? ALL GOING BACK TO A NO PROBLEM AT THIS TIME

RECOMM 02/11/2013 05:38PM AHEBERT8
SAMMY, IF THE CONCERN CANNOT BE DUPLICATED NO FURTHER DIAGNOSTICS
OR REPAIR IS RECOMMENDED. IT WOULD BE RECOMMENDED TO HAVE THE CUSTOMER
DRIVE THE VEHICLE WHILE ON A ROAD TEST TO DUPLICATE THE CONCERN.
IF THE CONCERN CANNOT BE DUPLICATED, RELEASE THE VEHICLE.

- REPAIR 02/18/2013 05:22PM WILLIE HOUSTON MSS - FCSD - TECH SVC HOTLINE**
FSE KEN CAMPBELL CALLED AND STATED THAT THE VEHICLE STILL HAS MISFIRES ON ACCELERATION AFTER EXTENDED PERIODS OF DRIVING AT LOW BOOST. THE WEATHER CONDITIONS ARE APPROXIMATELY 100% HUMIDITY WITH EXCESSIVE AMOUNTS OF RAIN. THE TECHNICIAN FOUND A SMALL AMOUNT OF OILY RESIDUE ON THE MAP SENSOR HOWEVER HE FOUND NOTHING ON THE TIP SENSOR.
- RECOMM 02/18/2013 05:22PM WILLIE HOUSTON MSS - FCSD - TECH SVC HOTLINE**
KEN, IF THE TIP OR MAP IS ROOT CAUSE OF THE CONCERN, MONITOR THE TIP AND MAP VOLTAGE PIDS AND DUPLICATE THE CONCERN. MAKE RECORDINGS AND WHEN REVIEWING THE PLAYBACK NOT IF THERE ARE ERRATIC VOLTAGE READINGS (SIMILAR TO THAT OF A SEISMOGRAPH) IF PRESENT, REPLACE THE TIP OR MAP SENSOR AND ITS RESPECTIVE PIGTAIL CONNECTOR.
- AUDIT 02/22/2013 10:59AM KEN CAMPBELL(FSE) MSS - FCSD - REG MEMPHIS - KC**
TECH ASSIST REFERRAL HAS BEEN OPENED
- ADD-ON 02/22/2013 11:04AM KEN CAMPBELL(FSE) MSS - FCSD - REG MEMPHIS - KC**
OWNER CONTINUES TO STATE THAT CONCERN OCCURS IN RAINY CONDITIONS. HE STATES THAT WHEN THE CONCERN OCCURS, HE CAN HOLD ACCELERATOR TO THE FLOOR AND THE WHOLE TRUCK WILL SHAKE AND NOT GO OVER 50 MPH. HE FURTHER STATED THAT HE CAN RELEASE THE ACCELERATOR FOR A FEW MOMENTS AND THE TRUCK WILL "STRAIGHTEN OUT". HE CAN THEN RE-ACCELERATE WITH NO CONCERNS.
- ADD-ON 02/22/2013 11:16AM KEN CAMPBELL(FSE) MSS - FCSD - REG MEMPHIS - KC**
WITH IDS HOOKED UP, I TEST DROVE THE TRUCK ON 2/21 FOR 174 MILES IN MOSTLY HEAVY RAIN, CONTINUALLY TRYING TO MAKE THE CONCERN OCCUR. A PORTION OF THE DRIVE, IN HEAVY RAIN, WAS ON A FLAT HWY WITH CRUISE SET AT 55 MPH. AT THE END OF THAT PORTION OF THE DRIVE, I ACCELERATED QUICKLY WITH NO CONCERNS WHATSOEVER. THE TRUCK PERFORMED PERFECTLY DURING THE ENTIRE TEST DRIVE. BECAUSE THE TECHNICIAN HAD UNPLUGGED THE TIP SENSOR DURING EARLIER DIAGNOSIS, THERE IS A CHANCE THAT HIS DISTURBING THE CONNECTION TEMPORARILY RESOLVED THE CONCERN. I ADVISED THE SM TO REPLACE THE TIP CONNECTOR, C1667, WITH A SERVICE PIGTAIL, BUZZ 14S411 ATA. ALSO ADVISED SM TO INSTALL A VCMII INTO THE TRUCK AS

A RECORDER AND ASK THE CUSTOMER TO MAKE A RECORDING IF THE CONCERN OCCURS AGAIN. SM TO ADVISE.

ADD-ON 03/06/2013 03:42PM KEN CAMPBELL(FSE) MSS - FCSD - REG MEMPHIS - KC
ALSO ADVISED TECHNICIAN TO REPLACE THE C1588 TURBO BOOST PRESSURE SENSOR CONNECTOR WITH PIGTAIL 3U2Z 14S411 SPA. TECH HAS NOW REPLACED BOTH CONNECTORS AND INSTALLED THE VCMII. THE CUSTOMER UNDERSTANDS AND WILL DRIVE THE VEHICLE. CUSTOMER WILL MAKE RECORDINGS IF CONCERN HAPPENS AGAIN. WILL HOLD THIS TAR OPEN FOR A PERIOD OF TIME UNTIL CUSTOMER IS CONFIDENT WITH REPAIR.

ADD-ON 04/05/2013 05:11PM KEN CAMPBELL(FSE) MSS - FCSD - REG MEMPHIS - KC
CUSTOMER HAS BEEN DRIVING THE TRUCK, WITH THE VCMII INSTALLED AS A RECORDER, BUT THERE HAVE BEEN NO DRIVEABILITY CONCERNS WHATSOEVER. THE DEALERSHIP IS NOW CONFIDENT THAT THE CONCERN HAS BEEN RESOLVED.

AUDIT 04/05/2013 05:11PM KEN CAMPBELL(FSE) MSS - FCSD - REG MEMPHIS - KC
TECH ASSIST REFERRAL HAS BEEN CLOSED

Folder Number:

File Report To This Folder

File Report To A Folder

Exists in Folder(s)

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Mail Report

Requester: MVALLA

Report Summary

Server: FCWS686

Ford Proprietary, Private

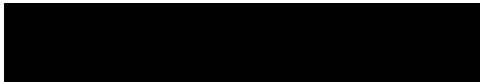
17-May-2013

Retention: None



STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE



Plaintiff,

-vs-

FORD MOTOR COMPANY, a
Delaware Corporation, and
SUBURBAN FORD OF WATERFORD, LLC,
a Michigan corporation,
Jointly and Severally,

Defendants.



Hon. Prentis Edwards

v FORD
12/01/2011



11-014775-CP

DAILEY LAW FIRM, P.C.
BRIAN THOMAS DAILEY (P39945)
JUSTIN G. GROVE (P71253)
Co-Counsel for Plaintiff
28000 Woodward Avenue, Suite 201
Royal Oak, MI 48067
P:(248) 744-5005
F:(248) 744-4440
brain@daileylawyers.com
justin@daileylawyers.com

RECEIVED
CATHY M. O'BRIEN
WAYNE COUNTY CLERK
2011 DEC -1 A 039

COMPLAINT

There is no other pending or resolved civil action arising
out of the transaction or occurrence alleged in the complaint.

JUSTIN G. GROVE (P71253)

RECEIVED
CATHY M. O'BRIEN
WAYNE COUNTY CLERK
2011 DEC -1 A 039

Plaintiff, by his above attorneys, complains against the above named defendants as follows:

1. Plaintiff is a resident of West Bloomfield, Oakland County, Michigan.

2. Defendant, Ford Motor Company, ("Manufacturer"), is a domestic corporation organized to do business in the State of Michigan and, at all times relevant hereto, was an authorized Ford dealer, manufacturer, sale, distribution, and/or importing of Lincoln motor vehicles in Waterford, Oakland County, Michigan. Its principal place of business in Dearborn, Wayne County, Michigan.

1 FTFX 1076
BFB 59027

3. Defendant, Suburban Ford of Waterford LLC, ("Seller"), is a domestic Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized Ford dealer, engaged in the business of selling, leasing and servicing Ford motor vehicles in Waterford, Oakland County, Michigan.

4. On or about May 12, 2011, Plaintiff purchased a new 2011 Ford automobile, VIN 1FX1ET08F [REDACTED], from the Defendant Seller, which motor vehicle was manufactured, distributed and/or imported by the Defendant Manufacturer.

5. This cause arises out of the Defendants' negligence, misrepresentation, breaches of warranty and contract and violations of statutes, as hereinafter set forth.

6. Plaintiff seeks damages in excess of \$25,000 and/or equitable relief, and her claims are otherwise within the jurisdiction of this Court.

COUNT I
BREACH OF WARRANTIES

7. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.

8. Defendants are merchants with respect to motor vehicles under MCL 440.2104.

9. The aforementioned motor vehicle purchased by Plaintiff was subject to implied warranties of merchantability under MCL 440.2314.

10. Defendants, to induce said sale, also made certain express warranties and representations to Plaintiff, both orally and in writing and through their advertising and conduct.

11. Said express and implied warranties and representations included, but were not limited to, the following:

- (a) Said vehicle was of good, sound and merchantable quality;
- (b) Said vehicle was free from defective parts and workmanship;
- (c) Any defects or non-conformities would be cured within a reasonable

time;

- (d) In the event said vehicle was not free from defective parts or workmanship that Defendants would repair or replace same without cost to Plaintiff.

12. Said vehicle was not as warranted and represented and is patently defective due to defective parts and workmanship, including but not limited to: a defective engine, engine light illuminates inappropriately, defective transmission, vehicle shakes and shudders when driving, transmission leaks, and numerous other defects as are outlined in the various repair orders in possession of the Defendants.

13. As a result of its defects, said vehicle cannot be reasonably used by Plaintiff as a brand new vehicle - which was bargained for but not provided.

14. Plaintiff has given Defendants reasonable opportunities to cure said defects and make the subject vehicle fit for its intended purpose but, Defendants have been unable to do so within a reasonable time and without cost to Plaintiff.

15. As a direct and proximate result of Defendants' various breaches of warranty, Plaintiff has suffered damages, including but not limited to: the cost of the vehicle including down payment repair costs, interest and sales tax, insurance, and in addition, Plaintiff will suffer future damages, including but not limited to, repair costs, car rental, aggravation and inconvenience, and diminished value of the subject vehicle, together with costs and attorney fees in attempting to obtain relief from Defendants' wrongful conduct.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in whatever amount above \$25,000 Plaintiff is found to be entitled, plus interest, costs and reasonable attorney fees.

COUNT II
BREACH OF CONTRACT

16. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.

17. Plaintiff and Defendants agreed that if Plaintiff signed the necessary paperwork, provided insurance for the subject vehicle, and made the requisite payments, she would be provided with a brand new vehicle as described in the purchase/lease agreement.

18. Plaintiff fulfilled all of the terms and obligations under the contract.

19. Defendants have breached said contract by not providing Plaintiff with the brand new transportation he was promised in exchange for his consideration.

20. Plaintiff has been harmed by the breach of the contract described above.

21. As a direct and proximate result of Defendants' breach of contract, Plaintiff has suffered the damages set forth in Count I above, as well as the cost of obtaining alternative transportation, and the cost of covering the contract elsewhere.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in whatever amount above \$25,000 Plaintiff is found to be entitled, plus interest, costs and reasonable attorney fees.

COUNT III
LIABILITY UNDER MAGNUSON-MOSS
WARRANTY ACT (15 USC §2301 ET SEQ)

22. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.

23. This Court has jurisdiction to decide claims brought under 15 USC §2301 et seq, by virtue of 15 USC §2301(d)-(a).

24. Plaintiff is a consumer as defined in 15 USC §2301(3).

25. Defendants are suppliers and warrantors as defined in 15 USC §2301(4)(5).

26. The aforescribed motor vehicle is a consumer product as defined in 15 USC §2301(6).

27. 15 USC §2301(a)(1), requires Defendants, as warrantors, to remedy any defect, malfunction or nonconformance of the subject vehicle within a reasonable time and without charge to Plaintiff, as defined in 15 USC §2304(d).

28. Despite repeated demands and despite the fact that Plaintiff has complied with all reasonable terms and conditions imposed on them by Defendants, Defendants have failed and refused to remedy within a reasonable time and without charge, the defects heretofore set forth in Count I of this Complaint.

29. As a result of Defendants' breaches of express and implied warranties as set forth in this Complaint, and Defendants' failure to remedy same within a reasonable time and without charge to Plaintiff, Plaintiff has suffered the damages enumerated in Count I of this Complaint.

WHEREFORE, Plaintiff prays that this Honorable Court enter its Order requiring Defendants

to accept return of the subject vehicle and refund Plaintiff's purchase/lease price, together with taxes, insurance premiums, interest, costs and actual attorney fees as provided by 15 USC §2310(d)(2) or in the alternative, that Plaintiff be awarded damages in whatever amount above \$25,000 she is found to be entitled, plus interest, costs and actual attorney fees.

COUNT IV
MISREPRESENTATION and/or FRAUD

30. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.
31. At all times relevant hereto, Defendant represented to Plaintiff that:
 - (a) The subject vehicle was fit for its intended purposes;
 - (b) The subject vehicle was brand new;
 - (c) The subject vehicle was being sold in a manner consistent with state law.
32. The foregoing representations were false.
33. Defendant made the aforesaid representations knowing the same to be false, or with reckless disregard as to whether they were true or false, or, alternatively, innocently, but with the intent that Plaintiff rely on same.
34. Defendant benefited from Plaintiff's reliance.
35. As a direct and proximate result of Defendant aforescribed fraud and/or misrepresentation, Plaintiff has suffered the damages set forth above, as well as mental distress, anxiety, humiliation and embarrassment.

WHEREFORE, Plaintiff prays for judgment against Defendant jointly and severally, in whatever amount above \$25,000 Plaintiff is found to be entitled, plus interest, costs and reasonable attorney fees.

COUNT V
VIOLATION OF MCL 445.901, ET. SEQ.
(MICHIGAN CONSUMER PROTECTION ACT)

36. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.
37. Plaintiff is a "person" as defined in the Michigan Consumer Protection Act, MCL 445.902(b).
38. The transactions complained of herein constitute "trade or commerce" as defined in the

Michigan Consumer Protection Act, MCL 445.902(c).

39. In the course of the transactions which are the subject of this lawsuit, Defendants engaged in following conduct:

- (a) Making fraudulent and/or negligent representations, as hereinbefore alleged;
- (b) Represented the subject vehicle to be of good, merchantable quality, free of defects, when in fact it was not;
- (c) Failing to adequately and properly inform Plaintiff of his rights and remedies with respect to the transactions which are the subject of this Complaint;
- (d) Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;
- (e) Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without obtaining Plaintiff's specific consent to the disclaimer or limitation;
- (f) Failing to reveal material facts including but not limited to the nature of the defects complained of herein;
- (g) Failing to offer a refund or replacement of the subject vehicle in accordance with the applicable warranties and applicable law;
- (h) Failing to provide promised benefits, including but not limited to, the warranties and purchase described above.

40. The above described conduct violated the Michigan Consumer Protection Act, specifically but not limited to the following sections: MCL 445.903(e),(m),(n),(p),(q),(s),(u),(y) and (z).

41. As a result of the Defendants' actions above Plaintiff has suffered the damages hereinbefore set forth and, also are entitled to statutory damages and attorney fees as provided in the Michigan Consumer Protection Act, specifically, MCL 445.911.

WHEREFORE, Plaintiff prays for Judgment against Defendants, jointly and severally, in whatever amount above \$25,000 he is found to be entitled, together with statutory damages, interest, costs and reasonable attorney fees as provided by statute.

COUNT VI
VIOLATION OF MCL 257.1401, ET SEQ (MICHIGAN LEMON LAW)
DEFENDANT MANUFACTURER

42. Plaintiff incorporates by reference all heretofore mentioned facts and allegations in this Complaint.

43. The subject vehicle has been out of service because of repairs for more than 30 days and/or more than four times for the same repair, with the first such repair being within one year of the date of delivery to Plaintiff and all 30 days out of service within the first year of ownership.

44. Plaintiff has given reasonable notice and opportunity cure as required by statute, and has otherwise complied with all other requirements of said statute so that the remedy may be afforded him; if any further notice is required, same is hereby given.

45. Despite demand, Defendant Manufacturer has refused to refund Plaintiff's purchase price, less the reasonable allowance for Plaintiff's use of the vehicle as required by MCL 257.1403(1), together with Plaintiff's out of pocket costs as required by statute.

WHEREFORE, Plaintiff prays that this Honorable Court enter its Order requiring Defendant to refund Plaintiff's purchase price, together with taxes, insurance premiums, interest, costs and actual attorney fees as provided by MCL 257.1401, et seq, or in the alternative, that Plaintiff be awarded damages in whatever amount he is found to be entitled, plus interest, costs and actual attorney fees.

COUNT VII
REVOCAION OF ACCEPTANCE

46. Plaintiff incorporates by reference all facts and allegations set forth in this complaint.

47. Plaintiff reasonably assumed and Defendants represented that all of the aforesaid defects or non-conformities would be cured within a reasonable time.

48. After numerous attempts by Defendants to cure, it has become apparent that said non-conformities cannot be seasonably cured.

49. The non-conformities substantially impair the value of the vehicle to Plaintiff.


50. Plaintiff has previously notified Defendants of said non-conformities and Plaintiff

hereby revokes acceptance pursuant to MCL 440.2608 and demands cancellation of the purchase contract as well as the return of any monies owed Plaintiff thereunder.

WHEREFORE, Plaintiff prays that this Honorable Court enter its Order requiring Defendants to accept return of the subject vehicle and refund Plaintiff's monies, together with incidental and consequential damages, interest, costs and reasonable attorney fees.

Respectfully submitted,

DAILEY LAW FIRM, PC

By: 
BRIAN THOMAS DAILEY (P39945)
JUSTIN G. GROVE (P71253)
Attorneys for Plaintiffs
28000 Woodward Avenue, Suite 201
Royal Oak, MI 48067
(248) 744-5005

Date: November 18, 2011

All Action Details for Issue

[Print](#)

VIN: 1FTFX1ET0BF [REDACTED] **Year:** 2011 **Model:** F-SERIES **Case:** 1406972171
Name: [REDACTED] **Owner Status:** Original **WSD:** 2011-05-12
Symptom Desc: AT ENGAGEMENT HARSH ENGAGEMENT **Primary Phone:** [REDACTED]
Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS **Secondary Phone:** [REDACTED]
Issue Type: 04 REGION **Issue Status:** CLOSED
Initial Customer Contact:

Action: TIER ONE CLOSE ISSUE **Origin Desc:** TIER ONE - MELBOURNE
Dealer: 04229 SUBURBAN FORD OF WATERFORD, LLC
Odometer: 4400 MI **Comm Type:** PHONE
Analyst Name: NELSON, RANDENE **Analyst:** RNELS119
Action Date: 11/14/2011 **Action Time:** 08.52.39.367 **Action Data:** No

Comments --FROM FIRST DAY, CUST FELT THERE WERE TRANSMISSION PROBLEMS. DLR REPROGRAMMED PCM TO NO RESOLVE.--AT 3000 MILES, IT WAS FOUND THAT TRANSMISSION WAS LEAKING AND DLR HAD TO ORDER PARTS. TWO WEEKS LATER, THE DLR SAID PARTS WERE ON NATIONAL BACK ORDER. TRUCK BROUGHT BACK FROM ONE WHOLE WEEK. --THIRD TIME - IT WAS DOWN FOR TEN DAYS. THEY ONLY ADDRESSED A 7.7 HOUR REPAIR. AND DID NOT GET TO ANY OTHER ISSUES. ---FOURTH TIME HE BROUGHT IT IN, SOFTWARE UPDATES ON PCM. TRANSMISSION IS STILL NOT SHIFTING SMOOTHLY. --HAS A LIST OF MINOR ISSUES THAT DLR DOES NOT FIX. THE PASSENGER DOOR HAS A RATTLE IN THE HANDLE, DLR CANNOT FIX PLUS. --VEH HAS BEEN TO TWO DIFFERENT DEALERS WITH NO RESULTS FROM EITHER DEALER - PURCHASED FROM SUBURBAN FORD OF WATERFORD. --HE IS "DONE WITH THE TRUCK" AND IS LOOKING FOR A BUYBACK. ---DLR-- PURCHASED AND SERVICED: SUBURBAN FORD OF WATERFORD, LLC 5900 HIGHLAND ROAD WATERFORD MI 48327(248) 674-4781 SERVICED AT: TOM HOLZER FORD 39300 WEST TEN MILE FARMINGTON HILLS MI 48335(248) 474-1234 --CRC ADV--I HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.-- [REDACTED] --CUST HAS VEH.

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All Action Details for Issue

[Print](#)

VIN: 1FTFX1ET0BF [REDACTED] Year: 2011 Model: F-SERIES Case: 1406972171
 Name: [REDACTED] Owner Status: Original WSD: 2011-05-12
 Symptom Desc: Primary Phone: [REDACTED]
 Reason Desc: CORRESPONDENCE - CORRESPONDENCE Secondary Phone: [REDACTED]
 Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: CALL THE CRC TO DISCUSS THIS MATTER

Dealer:

Origin Desc: MANUAL - CORRESPONDENCE
CSR

Odometer: 4400 MI

Comm Type: INBOUND CUSTOMER
MAIL

Analyst Name: WILLIS,
CHRISTOPHER

Analyst: CWILL647

Action Date: 11/03/2011

Action Time: 07.28.46.440

Action Data: No

Comments CUSTOMER SAID: LTR POSTMARKED 11-2-2011; CUST WRITES THAT HIS F/ F-150 IS DEFECTIVE, AND IS ALLOWING FOR A FINAL REPAIR OPPORTUNITY WITHIN SEVEN BUSINESS DAYS, OR WANTS VEH REPLACEMENT/ BUYBACK.DEALER SAID: SUBURBAN FORD OF WATERFORD, LLCRC ADVISED: CALL THE CRC TO DISCUSS THIS MATTER (EARLY HOUR)*NEXT REP: CLARIFY WHAT SPECIFIC VEH ISSUES ARE CURRENT W/ CUST'S VEH RELATED TO HIS FINAL REPAIR REQUEST, IF ANY; DOCUMENT, THEN CONSIDER ESCALATION OR OTHERWISE HANDLE ACCORDINGLY.

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All Action Details for Issue

[Print](#)

VIN: 1FTEX1ET0BE [REDACTED] Year: 2011 Model: F-SERIES Case: 1406972171
 Name: [REDACTED] Owner Status: Original WSD: 2011-05-12
 Symptom Desc: INDICATOR CHECK ENGINE Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - FINANCIAL ASSISTANCE - AT RISK Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED
 Initial Customer Contact: 08/08/2011

Action: TIER II ESCALATION - PARTS DELAY - REFUND REIMBURSEMENT
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: US CONCERN CASE BASE
 Odometer: 4400 MI Comm Type: PHONE
 Analyst Name: PACQUETTE, PATRICIA Analyst: PPACQUET
 Action Date: 08/05/2011 Action Time: 11.18.15.273 Action Data: Yes

Comments CUSTOMER SAID: -VEH IS AT THE DLRSHIP-CUST IS WORKING WITH SA, TAMMY -AT AROUND 700 MILES THE CHECK ENGINE LIGHT CAME ON WHEN HE ACCELERATED -IT BEGAN MISSING, BUCKING AND JERKING-CUST PULLED OVER AND SHUT THE VEH OFF -TOOK THE VEH TO DLR -DLR COULD NOT DUPLICATE OR FIND ANY CODES-AT 3000 MILES CUST TOOK THE VEH TO THE DLR FOR FIRST OIL CHANGE AND WAS ADVISED THAT THERE WAS A TRANSAXLE FLUID LEAK-CUST WAS PROVIDED WITH A RENTAL AND WAS TOLD THAT THE PARTS ARE ON BACK ORDER-ALSO, THE SCREEN WAS CRACKED UPON DELIVERY OF THE VEH - SELLING DLR (SUBURBAN FORD)SAYS THEY ORDERED A NEW SCREEN BUT THAT IS WAS ALSO ON BACK ORDER -CUST WOULD LIKE THE TAXES FOR THE RENTAL CAR WAIVED (ABOUT \$15)-CUST WANTS SOMETHING TO BE DONE ABOUT THE PARTS DELAY-THERE IS RATTLING COMING FROM THE DOOR PANELS, THERE IS A MOLD SMELL COMING FROM THE HVAC SYSTEM, AND THERE IS BLACK SOOT ON THE TAIL PIPE FROM -CUST SAYS THAT HE JUST WANTS THE VEH REPAIRED BUT IF NOT, HE WOULD LIKE TO PERUSE LEMON LAW***NOTE: CUST IS TAKING HIS VEH TO TOM HOLZER BECAUSE IT IS MORE CONVENIENT***DEALER SAID: TOM HOLZER FORD39300 WEST TEN MILEFARMINGTON HILLS MI 48335(248) 474-1234CRC ADVISED: ***OBC TO DLR***-SPOKE WITH SA, TAMMY:-THERE ARE SEVEN PART NUMBERS FOR THIS-DLR SAYS THEY WOULD RATHER FAX THE PART#S***I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM. A SPECIALIST WILL CONTACT YOU WITHIN 2 BUSINESS DAYS.***CCT INFO: [REDACTED] ANYTIME)-VEH IS AT THE DLRSHIP

Data Element Name	Data Value
ESTIMATED COST OF REPAIR:	15.00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 4400 MI Comm Type: PHONE
 Analyst Name: HAGANS, FRED Analyst: FHAGANS1
 Action Date: 08/08/2011 Action Time: 12.31.11.871 Action Data: Yes

Comments CSM FRED X7733 ASSTNG CSM KRYSTAL X7758 - INITIAL CASE REVIEW -- LTV 95- VEH WITHIN 3/36- FORD 84MO/100K PREMCARE ESP / \$50 DED / RNTL- NO THL CONTACT- NO TSB / SSM REF VEH SYMPTOMS- VEH AT DLRSHIP- OBC TO DLR - LEFT VM FOR TAMMY/SA REQUESTING UPDATE ON CASE - PROVIDED SA WITH PHONE, FAX, AND EMAIL FOR CSM ASSISTANCE WITH PARTS ORDER ESCALATION - OBC TO CUST - LEFT VM FOR CUST TO CONTACT CSM - F/U ON 08.09.

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-09-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 4400 MI Comm Type: PHONE

Analyst Name: HAGANS, FRED **Analyst:** FHAGANS1
Action Date: 08/08/2011 **Action Time:** 12.56.37.883 **Action Data:** Yes

Comments CSM FRED X7733 ASSTNG CSM KRYSTAL -IBC FROM CUST - PICKED UP VEH ON FRIDAY - VEH IS DRIVEABLE BUT WAITING ON PARTS - CUST SAID DLR COULD NOT VERIFY MOLD SMELL - CUST STATES SMELL COMES WHEN A/C IS ON AND AFTER ACCELERATING FROM A FULL STOP AND THEN GOES AWAY - CSM ADVISED DLR I WILL BE ASSISTNG DLR TO GET VEH PARTS - ADVISED CUST I WILL CONTACT HIM 08.09 WITH UPDATE ON PARTS ORDER - F/U 08.09

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-09-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 02709 TOM HOLZERFORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 4400 MI **Comm Type:** PHONE
Analyst Name: ROACH,KRYSTAL **Analyst:** KROACH7
Action Date: 08/09/2011 **Action Time:** 16.28.07.051 **Action Data:** Yes

Comments OBC TO DLR SPOKE WITH DEAN SM - DLR ADV WAITING ON 7 DIFFERENT PARTS - DLR ADV PARTS ON ORDER ON 8-5 - DLR FAXED COPY OF PARTS THAT ARE ON ORDER - ADV DLR THAT I WILL ESCALATE THE PARTS WHEN I RECEIVE THE FAX - OBC TO CUST AT [REDACTED] LM ON VM ADV WHO I AM AND MY CONTACT INFO - PROVIDED CASE # -- ADV CUST THAT AT THIS TIME I HAVE RECEIVED ALL OF THE PART INFO - ADV CUST HOWEVER THE SYSTEM THAT IS NEEDED TO ESCALATE THE PART DELAY HAS BEEN DOWN SINCE YESTERDAY AND THEY ARE WORKING TO GET THE SYSTEM UP TODAY - ADV CUST THAT I DO NOT HAVE A ETA AT THIS TIME - ADV CUST THAT I WILL F/U WITH HIM ON 8-15 BY 5:00 PM (EST) ADV CUST THAT I AM OUT OF THE OFFICE MOST OF TOMORROW AND ALL DAY ON THURSDAY SO I MAY NOT HAVE AN UPDATE BEFORE THEN

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-15-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: PARTS ESCALATION
Dealer: 02709 TOM HOLZERFORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 4400 MI **Comm Type:** PHONE
Analyst Name: ROACH,KRYSTAL **Analyst:** KROACH7
Action Date: 08/15/2011 **Action Time:** 17.19.33.638 **Action Data:** Yes

Comments CSM SUBMITTING ETRACKER TO ASSIST WITH PART DELAY -- ETRACKER ID : 10592043 PART # 7L1Z4B496C DOR # 10801

Data Element Name	Data Value
PARTS DISTRIBUTION ETRACKER #:	10592043
PART NUMBER:	7L1Z4B496C
PART DESCRIPTION:	BOLT
CRS ESCALATION? (Y/N):	NO
WHY DELAYED?:	BACK ORDER
IS CUSTOMER IN RENTAL VEHICLE? (Y/N):	NO

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 02709 TOM HOLZERFORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 4400 MI **Comm Type:** PHONE
Analyst Name: ROACH,KRYSTAL **Analyst:** KROACH7
Action Date: 08/15/2011 **Action Time:** 17.28.41.649 **Action Data:** Yes

Comments CSM KRYSTAL - REVIEWED PARTS THAT ARE NEEDED FOR REPAIR - PER PACO ONLY HOLDING ON ONE PART - CSM SUBMITTED ETRACKER FOR PART DELAY - OBC TO DLR SPOKE WITH DEAN SM REGARDING WINDOW CONCERNS - DLR ADV IF CUST WANTS TO BRING VEH IN WILL DIAGNOSE WINDOW CONCERN - OBC TO CUST AT [REDACTED] M ON VM ADV WHO I AM AND MY CONTACT INFO - PROVIDED CASE # -- ADV CUST THAT I HAVE ESCALATED THE PARTS THAT WE ARE WAITING ON FOR HIM - ADV CUST I SEE WHERE HE HAS CONTACTED THE CRC REGARDING A NEW PROBLEM - ADV CUST THAT IF HE WOULD LIKE TO CONTACT THE DLR HIMSELF TO HAVE THEM TAKE A LOOK AT THE NEW CONCERN - ADV CUST THAT I WILL TRY TO REACH HIM TOMORROW 8-16 BY 5:00 PM (EST) TO VERIFY ANY UPDATES RECEIVED

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-16-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 02709 TOM HOLZERFORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 4400 MI **Comm Type:** PHONE
Analyst Name: ROACH,KRYSTAL **Analyst:** KROACH7
Action Date: 08/16/2011 **Action Time:** 09.53.46.189 **Action Data:** No

Comments THIS SHOULD SHIP THIS WEEK TO DLR. (SDIMITRI) (16-AUG-2011 07:56 AM)

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 02709 TOM HOLZERFORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 4400 MI **Comm Type:** PHONE
Analyst Name: ROACH,KRYSTAL **Analyst:** KROACH7
Action Date: 08/16/2011 **Action Time:** 11.13.11.714 **Action Data:** Yes

Comments IBC FROM CUST - ADV CUST THAT I RECEIVED HIS PART INFO AND I WAS ABLE TO RECEIVE AN UPDATE AS THE SYSTEMS HAVE COME BACK UP - ADV CUST THAT I ALSO SEE WHERE HE CONTACTED THE CRC ON FRIDAY REGARDING A NEW CONCERN - CUST ADV THAT HE CALLED IN ON FRIDAY ADVISING PASSENGER FRONT WINDOW WOULD NOT ROLL DOWN - CUST ADV THAT AFTER ABOUT 20 ATTEMPTS TO ROLL DOWN THE WINDOW IT WENT DOWN - ADV CUST THAT I AM WORKING THE CASE AND I HAVE RECEIVED AN UPDATE FOR THE PARTS THAT WE ARE AWAITING ON - ADV CUST THAT IT DOES LOOK LIKE ALL THE PARTS THAT WERE ON BACK ORDER SHOULD BE SHIPPED BY THE END OF THE WEEK - CUST REQUESTED TO KNOW IF HE COULD TAKE THE VEH BACK TO THE SELLING DLR AND HAVE THE PARTS TRANSFERRED OVER THERE - ADV CUST THAT IS NOT SOMETHING WE WOULD BE ABLE TO DO AS THE SECOND DLR WOULD HAVE TO DO A FULL DIAGNOSES OF THE VEH - CUST ADV THAT HE IS CURRENTLY WAITING ON A PART FROM THE SELLING DLR THAT HAS ADV IT IS STILL ON BACK ORDER - ADV CUST THAT I WAS NOT AWARE OF THE BACK ORDER PART FOR THE SCREEN - ADV CUST THAT I CAN CONTACT THE DLR AND SEE WHAT THAT IS ALL ABOUT - ADV CUST THAT IF HE WOULD LIKE I CAN F/U WITH HIM ON FRIDAY TO GO OVER WHAT INFO I WAS ABLE TO FIND - CUST ADV THAT WOULD BE FINE - CUST ADV THAT HE IS JUST TIRED OF HAVING THE MULT PROBLEMS THAT HE IS HAVING WITH THE VEH AT SUCH AN EARLY AGE - ADV CUST THAT I UNDERSTAND AND I WILL WORK WITH HIM AND THE DLR TO RESOLVE THE CONCERNS -- SETTING F/U FOR 8-19 BY 5:00 PM (EST)

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-19-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
Dealer: 02709 TOM HOLZERFORD, INC. **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 4400 MI **Comm Type:** PHONE
Analyst Name: ROACH,KRYSTAL **Analyst:** KROACH7
Action Date: 08/19/2011 **Action Time:** 16.31.22.917 **Action Data:** Yes

Comments OBC TO DLR SPOKE WITH DEAN SM - DLR ADV HOLDING ON ONE PART - ADV DLR THAT THE SYSTEM SHOWS IT HAS SHIPPED OUT - OBC TO CUST AT [REDACTED] - LM ON VM ADV WHO I AM AND MY CONTACT INFO - ADV CUST THAT AT THIS TIME THE DLR IS STILL WAITING ON ONE PART - ADV CUST THAT IT DOES LOOK LIKE IT HAS SHIPPED AND THE DLR JUST HAS NOT RECEIVED IT - ADV THAT I WILL F/U WITH HIM ON 8-25 BY 5:00 PM (EST)

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-24-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 4400 MI Comm Type: PHONE
 Analyst Name: ROACH,KRYSTAL Analyst: KROACH7
 Action Date: 08/24/2011 Action Time: 15.25.19.681 Action Data: Yes

Comments CSM SET F/U INCORRECT -- SETTING F/U FOR 8-25 BY 5:00 PM (EST)

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-25-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 4400 MI Comm Type: PHONE
 Analyst Name: ROACH,KRYSTAL Analyst: KROACH7
 Action Date: 08/25/2011 Action Time: 16.17.20.334 Action Data: No

Comments OBC TO DLR SPOKE WITH DEAN DLR ADV ALL PARTS ARE IN VEH NEEDS TO GET BACK TO DLR - CUST NEEDS TO SCHEDULE AN APPOINTMENT

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 4400 MI Comm Type: PHONE
 Analyst Name: ROACH,KRYSTAL Analyst: KROACH7
 Action Date: 08/25/2011 Action Time: 16.27.42.267 Action Data: Yes

Comments OBC TO CUST AT [REDACTED] LM ON VM ADV WHO I AM AND MY CONTACT INFO - PROVIDED CASE # -- ADV CUST THAT I UNDER STAND THAT HE CALLED IN YESTERDAY REGARDING NEW CONCERNS - ADV CUST THAT IF HE WOULD LIKE TO BRING THE VEH IN TO THE DLR FOR THE CONCERNS HE CAN - ADV AS I KNEW HE WAS ALSO TALKING ABOUT GOING BACK TO THE FIRST DLR HE CAN DO THAT AS WELL - ADV CUST THAT ALL OF THE PARTS HAS ARRIVED AT THE DLR - ADV AT THIS TIME WE WOULD NEED HIM TO CALL THE DLR AND SCHEDULE TO BRING THE VEH IN AND HAVE THE REPAIRS COMPLETED - ADV CUST THAT I WILL F/U WITH HIM ON 8-30 BY 5:00 PM(EST)

Data Element Name	Data Value
DATE OF FOLLOW UP:	08-30-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 4400 MI Comm Type: PHONE
 Analyst Name: ROACH,KRYSTAL Analyst: KROACH7

Action Date: 08/30/2011 Action Time: 15.39.12.534 Action Data: No

Comments OBC TO DLR LM ON SM DEAN VM REQUESTING CALL BACK

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 4400 MI Comm Type: PHONE
 Analyst Name: ROACH,KRYSTAL Analyst: KROACH7
 Action Date: 08/30/2011 Action Time: 16.47.59.094 Action Data: Yes

Comments OBC TO DLR SPOKE WITH DEAN S/M - DLR ADV CUST HAS NOT COME IN YET FOR REPAIR - ADV I WILL GIVE THE CUSTOMER A CALL - OBC TO CUST AT [REDACTED] - ADV CUST WHO I AM - ADV CUST THAT I UNDERSTAND HE HAS NOT BEEN ABLE TO GET THE VEH INTO THE DLR - CUST ADV THAT HE IS PLANNING ON BRING IT IN ON 9-7 AFTER THE HOLIDAY - ADV CUST THAT IS FINE - ADV CUST THAT I WILL F/U WITH HIM ON 9-8 BY 5:00 PM (EST) TO VERIFY REPAIRS HAVE BEEN COMPLETED

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-08-2011
TIME OF FOLLOW UP (HH:MM):	17:30

Action: CCS FOLLOW UP W/CUSTOMER - DOC ADDITIONAL INFORMATION
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 4400 MI Comm Type: PHONE
 Analyst Name: HARBOUR, RUTH Analyst: RHARBOU1
 Action Date: 09/08/2011 Action Time: 15.43.29.250 Action Data: Yes

Comments CSM SANDI FOR CSM KRYSTAL X7758 - REVD CASE FOR DLR UPDATE AND IF VEH BACK TO DLR = OBC TO DLR S/A SCOTT = VERIFIED CUST VEH RO# OPEN ON 9/6 = PARTS ARRIVED FOR TSB FRONT PUMP REPAIR = S/A CONFIRMED HE TEST DROVE WITH CUST AND WAS UNABLE TO DUPLICATE ANY OF THE SQUEEKS AND RATTLES LISTED AS CONCERN BY CUST = S/A VERIFIED REPAIR SHOULD BE COMPLETED TOMORROW OR MONDAY 9/12 AT LATEST = CSM TO SET F/U 9/14 FOR CUST CONTACT TO VERIFY REPAIR PRIOR TO CLOSE CASE

Data Element Name	Data Value
DATE OF FOLLOW UP:	09-14-2011
TIME OF FOLLOW UP (HH:MM):	18:00

Action: PARTS ESCALATION - PART ARRIVAL
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 4400 MI Comm Type: OTHER
 Analyst Name: ROACH,KRYSTAL Analyst: KROACH7
 Action Date: 09/14/2011 Action Time: 12.44.00.687 Action Data: Yes

Comments DLR ADV PARTS ARRIVED 8-25

Data Element Name	Data Value
DATE OF PART ARRIVAL AT DEALERSHIP:	08-25-2011
FORD PART? (Y/N):	YES
AFTERMARKET PART? (Y/N):	NO
CUSTOMER OPTED OUT? (Y/N):	NO

Action: CONCERN ADDRESSED
 Dealer: 02709 TOM HOLZERFORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 4400 MI Comm Type: PHONE
 Analyst Name: ROACH,KRYSTAL Analyst: KROACH7
 Action Date: 09/14/2011 Action Time: 12.46.24.473 Action Data: Yes

Comments OBC TO DLR SPOKE WITH DEAN S/M - DLR ADV VEH IS REPAIRED - DLR ADV THAT CUST IS SAYING HE HAS OTHER ISSUES THAT THEY ARE NOT ABLE TO VERIFY HOWEVER HE WAS GOING TO TAKE THE VEH TO ANOTHER DLR FOR REPAIRS - OBC TO CUST AT [REDACTED] - ADV CUST WHO I AM - ADV CUST THAT I JUST SPOKE WITH THE DLR - ADV CUST THAT AT THIS TIME THE DLR IS NOT ABLE TO VERIFY THE OTHER CONCERNS THAT HE IS HAVING - CUST ADV THAT HE IS GOING TO TAKE THE VEH TO SUBURBAN FORD OF WATERFORD ONE MORE TIME - CUST ADV THAT IF THE DLR IS NOT ABLE TO VERIFY THE CONCERNS THAT HE IS GOING TO FILE THE LEMON LAW -- CUST ADV THAT HE HAS SPOKE WITH A LEMON LAW LAWYER - CUST ADV IF HE IS NOT ABLE TO PURSUE THE LEMON LAW THAT HE WILL JUST TRADE IN THE VEH - CSM REQUESTED TO KNOW IF THERE WAS ANYTHING FURTHER THAT I COULD ASSIST HIM WITH - CUST ADV THAT THERE IS NO REASON FOR THE CSM TO FOLLOW UP ANY FURTHER WITH HIM - ADV CUST THAT HE DOES HAVE MY NUMBER HERE IF HE HAS ANY FURTHER QUESTIONS OR CONCERNS THAT HE CAN CONTACT ME BACK DIRECTLY - CUST THANKED REP FOR CALL

Data Element Name	Data Value
CUSTOMER'S LTV SCORE	95
PARTS ESCALATION USED? (Y/N)	Y
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
--ESTIMATED REPAIR COST(@WARR RATES) (\$)	
--CUSTOMER'S SHARE OF REPAIR COST (\$)	
--DEALER'S SHARE OF REPAIR COST-P18 (\$)	
--DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
--FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	N

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Server: AWS Prod
 Claims loaded through: 16-DEC-2011

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 19-DEC-11

Note: All Costs are in US Dollars Server Name: AWS Prod Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTFX1ET0BF [REDACTED]	F6	T/F6	F	T/BD	T/AM	T/E	AF	T/C3	T/KW	04-MAY-2011	12-MAY-2011	148050	USA	3	6C04	*	5423943	*	F07	S08	V73	B43	82
AWS Claim Key:		<u>778146</u>	Doc #: 382824G		Trx Code:		2	Labor Hrs:		2	Labor Cost:		19.02	Material Cost:		0	Total Cost:		19.02				
Dir Cd-Sub Cd:		02709-*	Name: TOM HOLZER FORD, INC.				Ph:		248-4741234	St: MI		Ctry Cd:	USA	Reg Cd:		NA	Repr Date: 01-AUG-2011		DIST(Mile): 4400				
Cust Comments:		ADVISE ON PASS FRT DOOR IS RATTILING AGAINST DOOR FRAME UP BY THE BELT MOLDING ON THE WINDOW WHEN DRIVING OVER ROUGH ROADS SEE NOTE																					
Tech Comments:		ROADTESTED COULD NOT VERIFIE ANY UNSUALL NOISE. REMOVED DOOR PANEL AND INSPECTED DOOR INTERIOR NOTHING LOOSE FOUND.																					
1FTFX1ET0BF [REDACTED]	F6	T/F6	F	T/BD	T/AM	T/E	AF	T/C3	T/KW	04-MAY-2011	12-MAY-2011	148050	USA	3	7G03	*	ODOR	*	F07	S08	V79	C30	42
AWS Claim Key:		<u>778147</u>	Doc #: 382824H		Trx Code:		2	Labor Hrs:		2	Labor Cost:		19.02	Material Cost:		0	Total Cost:		19.02				
Dir Cd-Sub Cd:		02709-*	Name: TOM HOLZER FORD, INC.				Ph:		248-4741234	St: MI		Ctry Cd:	USA	Reg Cd:		NA	Repr Date: 01-AUG-2011		DIST(Mile): 4400				
Cust Comments:		ADVISE ON MOLD SMELL FROM HVAC WITH THE A C TURNED ON SEE NOTE																					
Tech Comments:		ROADTESTED VEHICLE COULD NOT VERIFIE SMELL AT THIS TIME, BUT APPLIED DEODERIZER TO HVAC INTAKE.																					
1FTFX1ET0BF [REDACTED]	F6	T/F6	F	T/BD	T/AM	T/E	AF	T/C3	T/KW	04-MAY-2011	12-MAY-2011	148050	USA	3	2G04	*	DIAG	*	F04	S11	V52	D36	82
AWS Claim Key:		<u>801825</u>	Doc #: 382824I		Trx Code:		2	Labor Hrs:		.8	Labor Cost:		76.08	Material Cost:		0	Total Cost:		76.08				
Dir Cd-Sub Cd:		02709-*	Name: TOM HOLZER FORD, INC.				Ph:		248-4741234	St: MI		Ctry Cd:	USA	Reg Cd:		NA	Repr Date: 01-AUG-2011		DIST(Mile): 4400				
Cust Comments:		ADVISE ON ENGINE EXHIBITS A SLIGHT HESITATION OR ROUGH IDLE INTERMINTALLY WHILE AT IDLE IN GEAR OR IN PARK SEE NOTE																					
Tech Comments:		CK EEC PASS PINPOINT CK IGN SYS PER JB1 CK FUEL SYS PER HC1 NO CONCERN FOUND AT THIS TIME OR VERIFIED																					
1FTFX1ET0BFB54027	F6	T/F6	F	T/BD	T/AM	T/E	AF	T/C3	T/KW	04-MAY-2011	12-MAY-2011	148050	USA	3	6L17	BL3Z	18519A70	AB	F07	S08	V71	B54	07
AWS Claim Key:		<u>784240</u>	Doc #: 382824K		Trx Code:		2	Labor Hrs:		2	Labor Cost:		19.02	Material Cost:		95.16	Total Cost:		264.18				

PE13-018 000078LC

Dir Cd-Sub Cd: 02709-* **Name:** TOM HOLZER FORD, INC. **Ph:** 248-4741234 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**01-AUG-2011 **DIST(Mile):**4400
Cust Comments: ADVISE ON FIT AND FINISH OF THE OVERHEAD CONSOLE IS VERY POOR AND SUNGLASS HOLDERS ARE MOLDED INCORECTLY
Tech Comments: VEIFIED CONCERN DIGITAL IMAGING PRIOR APPROVAL CODE: PAAPN. REPLACED OVERHEAD CONSOLE ASSEMBLY

IFTFX1ET0B [REDACTED] F6 T/F6 F T/BD T/AM T/E AF T/C3 T/KW 04-MAY-2011 12-MAY-2011 148050 USA 3 6P07 * 5422008 * F05 S05 V39 N40 07
AWS Claim Key: 778145 **Doc #:** 382824F **Trx Code:** 2 **Labor Hrs:** .2 **Labor Cost:** 19.02 **Material Cost:** 0 **Total Cost:** 19.02
Dir Cd-Sub Cd: 02709-* **Name:** TOM HOLZER FORD, INC. **Ph:** 248-4741234 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**01-AUG-2011 **DIST(Mile):**4400
Cust Comments: ADVISE ON KNOCKINF NOISE FROM DRIVERS FRT DOOR OVER ROUGH SURFACES SEE NOTE
Tech Comments: ROADTESTED VECHICLE, REMOVED DRIVERS DOOR PANEL AND ROATESTED AGAIN. VERIFIED CONCERN, HEAVY RATTLE FROM DRIVERS DOOR OVER BUMPS ADJSUTED DOOR STRIKERS AND RETEST OK.

IFTFX1ET0B [REDACTED] F6 T/F6 F T/BD T/AM T/E AF T/C3 T/KW 04-MAY-2011 12-MAY-2011 148050 USA 4 3A05 BL3Z 7A104 A F04 S11 V48 L73 42
AWS Claim Key: 1104882 **Doc #:** 386350A **Trx Code:** 2 **Labor Hrs:** 7.7 **Labor Cost:** 732.35 **Material Cost:** 311.85 **Total Cost:** 1314.2
Dir Cd-Sub Cd: 02709-* **Name:** TOM HOLZER FORD, INC. **Ph:** 248-4741234 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**06-SEP-2011 **DIST(Mile):**6110
Cust Comments: INSTALL SOP TRANS PART FOR LEAK
Tech Comments: HOIST CHECKED AND FOUND THAT THE TRANS IS LEAKING FLUID FROM THE BELLHOUSING AREA. R&I TRANS AND PERFORMED TSB# 11 08 04A. REPLACED TRANS PUMP GEAR ASSEMBLY. SET TRANS FLUID LEVEL WITH TRANS AT 185 DEGREES. ROAD TESTED 8 MILES AFTER REPAIR AND RETESTED FOR LEAKS NONE. RETEST OK

IFTFX1ET0B [REDACTED] F6 T/F6 F T/BD T/AM T/E AF T/C3 T/KW 04-MAY-2011 12-MAY-2011 148050 USA 5 5G05 * FRONT * F05 S10 V89 H62 W6
AWS Claim Key: 1294037 **Doc #:** 02085105 **Trx Code:** 1 **Labor Hrs:** 1.2 **Labor Cost:** 114.48 **Material Cost:** 0 **Total Cost:** 114.48
Dir Cd-Sub Cd: 04229-* **Name:** SUBURBAN FORD OF WATERFORD, LLC **Ph:** 248-6744781 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-OCT-2011 **DIST(Mile):**6964
Cust Comments: CUSTOMERR STATES GETTING ABNORMAL TIRE WARE IN FRONT TOED OUT H62
Tech Comments: MO 7013 BP FRONT CC W6 CHECK FRONT END ALIGNMENT FOR ABNORMAL TIRE WEAR, ADJUST CAMBER SPLIT BOTH SIDES AND ADJUST TOE TO 0.20 PER WSM. POST ROAD TEST, OK

IFTFX1ET0B [REDACTED] F6 T/F6 F T/BD T/AM T/E AF T/C3 T/KW 04-MAY-2011 12-MAY-2011 148050 USA 5 7K12 * 19C116 * F03 S09 V81 A07 42
AWS Claim Key: 1294034 **Doc #:** 02085110 **Trx Code:** 1 **Labor Hrs:** 5 **Labor Cost:** 47.7 **Material Cost:** 0 **Total Cost:** 47.7
Dir Cd-Sub Cd: 04229-* **Name:** SUBURBAN FORD OF WATERFORD, LLC **Ph:** 248-6744781 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-OCT-2011 **DIST(Mile):**6964
Cust Comments: CUSTOMER STATES DISPLAY SCREEN KEEPS GOING BLANK,A07 ON RADIO
Tech Comments: MILEAGE OUT 6964 ROAD TEST AND CHECK DISPLAY OPERATION, INTERMITENTLY INOP. REMOVE TRAY ON TOP OF DASH AND REPLACE DISPLAY AND PROGRAM REASSEMBLE AND CHECK OPERATION, OK. CP 19C116, CC 42

04- 12-

IFTFX1ET0BF [REDACTED] F6 T/F6 F T/BD T/AM T/E AF T/C3 T/KW MAY-2011 MAY-2011 148050 USA 5 6C04 * 1523942 * F05 S05 V39 N50 07
AWS Claim Key: 1294035 **Doc #:** 02085109 **Trx Code:** 1 **Labor Hrs:** .5 **Labor Cost:** 47.7 **Material Cost:** 0 **Total Cost:** 47.7
Dlr Cd-Sub Cd: 04229-* **Name:** SUBURBAN FORD OF WATERFORD, LLC **Ph:** 248-6744781 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-OCT-2011 **DIST(Mile):**6964
Cust Comments: CUSTOMER STATES PASSANGER FRONT DOOR RATTLES BAD,WHEN YOU PUT YOUR HAND ON CORNERS NOISE GOES AWAY.N50
Tech Comments: VERIFIED RIGHT FRONT DOOR RATTLE. REMOVED DOOR PANLE AND FOU ND DOOR PANLE MAKING NOISE AGAINST WIND BLOCK. NECCESARY TO FOAM TAPE DOOR PANLE AT HOOKS TO ALLOW PANLE TO FIT TIGHTER. PERFORMED FINAL ROAD TEST, OK. CC 07 BP 1523942

IFTFX1ET0BF [REDACTED] F6 T/F6 F T/BD T/AM T/E AF T/C3 T/KW 04-MAY-2011 12-MAY-2011 148050 USA 5 5C02 * 4602 * F04 S11 V51 K02 41
AWS Claim Key: 1294033 **Doc #:** 02085111 **Trx Code:** 1 **Labor Hrs:** .4 **Labor Cost:** 38.16 **Material Cost:** 0 **Total Cost:** 38.16
Dlr Cd-Sub Cd: 04229-* **Name:** SUBURBAN FORD OF WATERFORD, LLC **Ph:** 248-6744781 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-OCT-2011 **DIST(Mile):**6964
Cust Comments: CUSTOMER STATES THERE IS A CLICKING NOISE FROM DRIVE LINE WHEN SWITCHING FROM DRIVE TO REV.SEE SHAWN,K02
Tech Comments: MO 7011 BP 4602 CC 41 ROAD TEST AND DIAG NOISE TO BINDING DRIVESHAFT SLIP SPLINES. REMOVE 1 PIECE DRIVE SHAFT AND USE PTFE LUBE TO CLEAN AND LUBE SPLINES

IFTFX1ET0BF [REDACTED] F6 T/F6 F T/BD T/AM T/E AF T/C3 T/KW 04-MAY-2011 12-MAY-2011 148050 USA 5 5G02 * 3085 * F02 S10 V87 N58 41
AWS Claim Key: 1294032 **Doc #:** 02085115 **Trx Code:** 1 **Labor Hrs:** .2 **Labor Cost:** 19.08 **Material Cost:** 12.07 **Total Cost:** 31.15
Dlr Cd-Sub Cd: 04229-* **Name:** SUBURBAN FORD OF WATERFORD, LLC **Ph:** 248-6744781 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-OCT-2011 **DIST(Mile):**6964
Cust Comments: CUSTOMER STATES THERE IS A WRENCHING POPPING NOISE,N58 SEE SHAWN
Tech Comments: BP 3085 CC 41 DURING ROAD TEST DIAG SHARP TURN CREAK TO V SHAPED STEERING STOPS. LUBE STEERING STOPS, NOISE GONE

IFTFX1ET0BF [REDACTED] F6 T/F6 F T/BD T/AM T/E AF T/C3 T/KW 04-MAY-2011 12-MAY-2011 148050 USA 5 6Y20 * TAP1 * F09 SXX V99 A99 82
AWS Claim Key: 1311380 **Doc #:** 02085117 **Trx Code:** TAP1 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 100
Dlr Cd-Sub Cd: 04229-* **Name:** SUBURBAN FORD OF WATERFORD, LLC **Ph:** 248-6744781 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-OCT-2011 **DIST(Mile):**6964
Cust Comments: THIS LINE ADDED FOR 4 TAP DAYS DOC 570550
Tech Comments: RENTAL PROVIDED DURING WARRANTY REPAIRS

IFTFX1ET0BF [REDACTED] F6 T/F6 F T/BD T/AM T/E AF T/C3 T/KW 04-MAY-2011 12-MAY-2011 148050 USA 5 5K04 * ALBAL * F04 S11 V51 K03 D9
AWS Claim Key: 1294036 **Doc #:** 02085106 **Trx Code:** 1 **Labor Hrs:** 1.3 **Labor Cost:** 124.02 **Material Cost:** 0 **Total Cost:** 124.02
Dlr Cd-Sub Cd: 04229-* **Name:** SUBURBAN FORD OF WATERFORD, LLC **Ph:** 248-6744781 **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**03-OCT-2011 **DIST(Mile):**6964
Cust Comments: CUSTOMER STATES THERE IS A VIBRATION AT 50MPH FROM DRIVESHAFT CHECK AND ADVISE K03
Tech Comments: MO 7011 BP 1007 CC D9 NVH DIAG WITH EVA TO FIND 2ND ORDER TIRE VIB AT 11 HZ AT 54 MPH. CHECK ROAD FORCE OF ALL 4 WHEELS, IN SPECS. CHECK BALANCE OF ALL 4 TIRES, OUT BY LF 0.75, RF .125 LR 1.25, RR 2.25. BALANCE ALL TIRES TO ZERO. POST ROAD TEST, VIBRATION GONE

IFTFX1ET0BF [REDACTED] F6 T/F6 F T/BD T/AM T/E AF T/C3 T/KW 04- MAY- 12- MAY- 148050 USA 5 7M01 BL3T 19C107 BA F03 S09 V81 A07 42
 2011 2011
AWS Claim Key: 1261533 **Doc #:** 28677000 **Trx Code:** 2 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 223.55 **Total Cost:** 223.55
Dir Cd-Sub Cd: 67803-* **Name:** FORD COMPONENT SALES, LLC **Ph:** *.* **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**05-OCT-2011 **DIST(Mile):**6964
Tech Comments: Dealer RO# 20851 1878# A0668448

IFTFX1ET0BF [REDACTED] F6 T/F6 F T/BD T/AM T/E AF T/C3 T/KW 04- MAY- 12- MAY- 148050 USA 5 7K12 BL3T 19C116 AC F03 S09 V81 A07 42
 2011 2011
AWS Claim Key: 1272107 **Doc #:** 28755800 **Trx Code:** 2 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 179.2 **Total Cost:** 179.2
Dir Cd-Sub Cd: 67803-* **Name:** FORD COMPONENT SALES, LLC **Ph:** *.* **St:** MI **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:**06-OCT-2011 **DIST(Mile):**6964
Tech Comments: Dealer RO# 20851 1878# A0669195

Any comments? You can contact



[webmaster](#)



DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG
Identification No.: 53084
1900 Allegheny Building
429 Forbes Street
Pittsburgh, PA 15219
412-894-9970

Attorney for Plaintiff

[REDACTED]
Guys Mills, PA [REDACTED]

COURT OF COMMON PLEAS

vs.

ALLEGHENY COUNTY

Ford Motor Company
C/O CT CORPORATION
116 PINE STREET
SUITE 302
HARRISBURGH PA 17101

COMPLAINT

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing [REDACTED] Guys Mills, PA [REDACTED]

2. Defendant, Ford Motor Company is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania and can be served c/o CT Corporation, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about December 28, 2011, Plaintiff purchased a new 2011 Ford F150 (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FTFW1ET5BF [REDACTED]. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled \$41,642.74.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about December 28, 2011, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of but was not limited to, defective engine resulting in vehicle shutting down and various other problems. Copies of repair receipts are attached hereto and marked as Exhibit "A".

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

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or its authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

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

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

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

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$25,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiff uses the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint,

Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.

34. As a direct and proximate result of Defendant's failure to comply with the express

written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)

(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

35. Section 15 U.S.C. §2310 (d) (1) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$25,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;

- c. Breach of Implied Warranty of Fitness For a Particular Purpose;
- d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$25,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

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

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers Defendant's failure to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$25,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: 

DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, after having read the attached pleading verifies that the within Civil Action Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that he has read the within Civil Action Complaint and that they are true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the Civil Action Complaint are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X ~~/s/ David J. Gorberg~~
DAVID J. GORBERG

Date: _____

Weber-Harris

FORD • LINCOLN • MERCURY, INC.



433 BALDWIN STREET
MEADVILLE, PA 16335
TELEPHONE (814) 336-3166

Thank You
P & A CODE: 02313-9

CUSTOMER NO. 10	ADVISOR DARRYL TAVERNESE 9023	TAB NO.	INVOICE DATE 01/09/12	INVOICE NO. FOCS147237
	LABOR RATE	LICENCE NO.	95	COLOR WHT PLAT ME
MEADVILLE, PA	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW		DELIVERY DATE 12/28/11	STOCK NO. 11T249
	VEHICLE I.D. NO. 1 F T F W 1 E T 5 B F		DELIVERY MILES 95	
	P.T.E. NO.	P.O. NO.	R.O. DATE 12/28/11	PRODUCTION DATE
COMMENTS				MO: 96

JOB# 1 CH...
LABOR...
J# 1 51FOZ...
BODY ELECTRICAL TECH(S):9053
SAT RADIO AND NAV SYSTEMS ARE INOP. SAYS NO SIGNAL ON DISPLAY
PERF MASTER RESET. STILL INOP. NET GSM. FAIL. APIM AND ACM PASS. GSM NO RESPONSE. PID NO SIGNAL. ALL FUSES GOOD. CHECK SOBJ. REMOVED RIGHT HAND PANEL TO INSPECT. PASS. R R UPPER DASH BIN AND FRONT COVER TO INSPECT MODULES. CONTACTED TECH ASSIST. INSPECTED SAT CABLE ANTENNA PER TCH ASSIST PINPOINTS WHILE DRIVING SAT SIGNAL GOES FROM NONE TO POOR ON IDS. PER TECH ASSIST SWAP ACM FROM A DONOR UNIT. UNCHANGED. ALL SELF TESTS PASS BUT SYSTEM STILL INOP. TRANSFERRED DONOR ANTENNA FROM DONOR VEHICLE. OPERATES NOW. ANTENNA PASSES VOLTAGE TESTS BUT IS A FAILED COMPONENT. REPLACED ANTENNA ASSEMBLY. NT TIME FOR UNUSUAL REPAIR TIMES AND MULTIPLE REMOVAL OF DIFFERENT COMPONENTS.

PARTS	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
1	9L3Z-19A397-A	CABLE		
1	9L3Z-10E893-C	AERIAL ASY - G		
TOTAL - PARTS				0.00

JOB# 1 TOT...
JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

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

* WE KINDLY REQUEST YOU INSPECT YOUR VEHICLE AT *
* TIME OF PICK UP. ONCE YOUR VEHICLE HAS LEFT THE *
* PREMISES WE ARE NO LONGER RESPONSIBLE *

IMPORTANT: YOU MAY RECEIVE A SURVEY ABOUT YOUR SERVICE. IF *
YOU CAN'T IDENTIFY THE TECHNICIAN COMPLETELY SASTISFIED PLEASE CONTACT *
YOUR SERVICE ADVISOR IMMEDIATELY! *

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service.

Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

CUSTOMER SIGNATURE _____
DUPLICATE INVOICE

Thank You!

The Reynolds and Reynolds Company EPA/MTWVE
8F00000 Q (03/01)

01/06/2008 00:00 FAX 7406994980

PE13-018 000091LC

Weber-Harris

FORD • LINCOLN • MERCURY, INC.



QUALITY CARE
Where the Quality
Continues

433 BALDWIN STREET
MEADVILLE, PA 16335
TELEPHONE (814) 336-3166

Thank You
P & A CODE: 02313-8

CELL: [REDACTED]

CUSTOMER NO. 35216	ADVISOR MILAN CRAWFORD	TAG NO. 9723	INVOICE DATE 06/04/12	INVOICE NO. FOCS152206
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 14,741	COLOR WHT PLAT ME
[REDACTED]	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW			STOCK NO. 11T249
GUYS MILLS, PA [REDACTED]	VEHICLE I.D. NO. 1 F T F W I E T 5 B F [REDACTED]			DELIVERY DATE 12/28/11
[REDACTED]	R.T.E. NO.	P.O. NO.	R.O. DATE 05/29/12	DELIVERY MILES 95
[REDACTED]	COMMENTS			PRODUCTION DATE

MO: 14743

JOB# 1 CHANGES

LABOR # 1 10FOZ
ENGINE STALLS TECH(S):9053
CUST STATES ENG LOSES POWER WHILE DRIVING. PULL OVER AND ENG WILL STALL. WRENCH LAMP COMES ON. POOR FUEL ECON NOTED STAR. CHECK FOR SSNS. CHECK COOLANT. FULL. CHECK FAULTS. P011600 64 CYL HEAD TEMP SENSOR. CHECKED CONNECTIONS. CHECK COOLING FANS AND TSTAT OPERATION. CONTACT TECH SERVICE. REMOVED LOWER FRAM TRIM AND INSPECTED WIRING FOR CHAFFING NEAR RIGHT SIDE OF TRANS. OK. VERIFIED PROPER PCM CAL AND UPDATE PCM PER TECH SERVICE. R AND R RT FRT TIRE AND INNER FENDER TURBO HEAT SHIELD. REPLACED CHT. RETEST. ALL PASS. IDS AND DRIVE. VEHICLE STARTED TO MISS. PULLED CODES. P0320 ENG SPEED. P0344 CMP 1. P0349 BANK 2. P0369 CMP 1. P0394 CMP 2. AND P0611 PCM INTERNAL CONTROL. KOEO AND KOER PASS. CONTACT TECH SRVC. CHECK CKP UNDER TURBO AND CHK TRANS CONNECTOR. WATER IN CONNECTOR CIRCUIT CE 111. ADVISED TO BLOW OUT CONNECTOR AND PACK WITH DIELECTRIC GREASE AND TEST. DRIVE TO DUPLICATE ID ROAD TEST. RAN WELL. ORDERED SLEEVE FOR TRANS CONNECTOR. DRAINED TRANS AND REMOVED CLIP ON NECS. REPLACED SLEEVE FOR REAR. RESEALED PAN AND PERFORMED TRANS FILL PROCEDURE. IDS ROAD TEST. RUNS WELL. NT TIME FOR UNUSUAL DIAGS AND REPAIRS

WARRANTY

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

PARTS	FP-NUMBER	DESCRIPTION	UNIT PRICE	
1	9LBZ-6G004-B	SENSOR ASY		
1	6L2Z-7G276-AA	CONNECTOR		
7	XT-10-QLVC	OIL - AUTOMATI		
			TOTAL - PARTS	0.00

WARRANTY
WARRANTY
WARRANTY
0.00

JOB# 1 TOTAL
JOB# 2 CHANGES
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

LABOR # 2 01FOZ
OIL & FILTER CHANGE TECH(S):9053
PERFORM OIL AND FILTER CHANGE (UP TO 5 QTS.) AS REQUESTED
COMPLETED OIL AND FILTER CHANGE

INTERNAL

PARTS	FP-NUMBER	DESCRIPTION	UNIT PRICE	
1	PKFL500SA	OIL CHANGE		
1	FL-500-S	FILTER ASY - 0		
6	XO-5W30-BSP	M/CRAFT OIL		
			TOTAL - PARTS	0.00

INTERNAL
INTERNAL
INTERNAL
0.00

MISC TAX TAX CONTROL NO
TOTAL - MISC 0.00

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

Thank You!

Weber-Harris

FORD • LINCOLN • MERCURY, INC.



433 BALDWIN STREET
MEADVILLE, PA 16335
TELEPHONE (814) 336-3168

Thank You
P & A CODE: 02313-9

CELL: [REDACTED]

CUSTOMER NO. 35216	ADVISOR MILAN CRAWFORD	TAG NO. 9723	INVOICE DATE 06/04/12	INVOICE NO. FOCS152206
[REDACTED]	LABOR RATE	LICENSE NO.	MIILEAGE 14,741	COLOR WHT PLAT ME
[REDACTED]	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW	DELIVERY DATE 12/28/11	STOCK NO. 11T249	DELIVERY MILES 95
GUYS MILLS, PA	VEHICLE I.D. NO. 1 F T F W 1 E T 5 B F	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	R.T.E. NO.	P.O. NO.	R.O. DATE 05/29/12	
COMMENTS				MO: 14743

LABOR	-----		
J# 3 01FOZ	ROTATE TIRES PERFORM TIRE ROTATION CHECK AND ADJUST TIRE PRESSURES TO FACTORY RECOMMENDATIONS AS RECOMMENDED TIRE ROTATION COMPLETED	TECH(S):9053	12.95
JOB# 3 TO	-----	LABOR	12.95
JOB# 4 CH	-----	JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL	12.95
LABOR	-----		
J# 4 01FOZ	PERFORM MULTI- POINT PERFORM MULTI - POINT INSPECTION NO CHARGE CHECK COMPLETED	TECH(S):9053	0.00
JOB# 4 TO	-----		
JOB# 5 CH	-----	JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL	0.00
LABOR	-----		
J# 5+00FOZ	BATTERY TEST GOOD TEST BATTERY PERFORMANCE CHECKED BATTERY CCA BATTERY HAS PASSED ELECTRONIC PERFORMANCE TEST FOR DEPENDABILITY	TECH(S):9053	0.00
JOB# 5 TO	-----		
JOB# 6 CH	-----	JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL	0.00
LABOR	-----		
J# 6-00FOZ	TIRE INSPECTION TIRE WEAR INSPECTION TIRES ARE GOOD--OVER 7/32 OF TREAD DEPTH ON ALL TIRES	TECH(S):9053	0.00
JOB# 6 TO	-----		
JOB# 7 CH	-----	JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL	0.00
LABOR	-----		
J# 7+00FOZ	BRAKE WEAR INSP. BRAKE WEAR INSPECTION CHECKED AND OK	TECH(S):9053	0.00

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service.

Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

Thank You!

The Reynolds and Reynolds Company BRAKING/VE
SP00099 Q (03/01)

Weber-Harris

FORD • LINCOLN • MERCURY, INC.



QUALITY CARE
Where the Quality
Continues

433 BALDWIN STREET
MEADVILLE, PA 16335
TELEPHONE (814) 336-3166

Thank You
P & A CODE: 02313-9

CELL: [REDACTED]

CUSTOMER NO. 35216	ADVISOR MILAN CRAWFORD	TAQ NO. 9723	INVOICE DATE 06/04/12	INVOICE NO. FOCS152206
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 14,741	COLOR WHT PLAT ME
[REDACTED]	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW	DELIVERY DATE 12/28/11	DELIVERY MILES 95	STOCK NO. 11T249
[REDACTED]	VEHICLE ID. NO. 1 F T F W 1 E T 5 B F	BELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE 05/29/12	
[REDACTED]	COMMENTS			MO: 14743

JOB# 7 TOTALS

JOB# 7 JOURNAL PREFIX	FOCS	JOB# 7 TOTAL	0.00
TOTALS-----			
*****	*****	TOTAL LABOR....	12.95
* WE KIND	REQUEST YOU INSPECT YOUR VEHICLE AT *	TOTAL PARTS....	0.00
* TIME OF	CK UP. ONCE YOUR VEHICLE HAS LEFT THE *	TOTAL SUBLET...	0.00
* PREMISE	WE ARE NO LONGER RESPONSIBLE *	TOTAL G.O.G....	0.00
*****	*****	TOTAL MISC CHG.	0.00
		TOTAL MISC DISC	0.00
		TOTAL TAX.....	0.78
		TOTAL INVOICE \$	13.73

IMPORTANT: YOU MAY RECEIVE A SURVEY ABOUT YOUR SERVICE. IF *
YOUR SERVICE IS NOT COMPLETELY SATISFIED PLEASE CONTACT *
YOUR SERVICE ADVISOR IMMEDIATELY!

CUSTOMER SIGNATURE _____
***** D U P L I C A T E I N V O I C E *****

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service.

Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

Thank You!

All Action Details for Issue

[Print](#)

VIN: 1FTFW1ET5BF [REDACTED] Year: 2011 Model: F-SERIES Case: 570150322
 Name: [REDACTED] Owner Status: Original WSD: 2011-12-28
 Symptom Desc: LOSS OF POWER AT CRUISE ALL ENGINE TEMP Primary Phone: [REDACTED]
 Reason Desc: CLP - IN - FIN ASSIST - MULTIPLE REPAIRS Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: OPEN
 Initial Customer Contact: 06/08/2012

Action: TIER ONE OPEN ISSUE
 Dealer: 02313 WEBER-HARRIS FORD, INC. Origin Desc: TIER ONE - MELBOURNE
 Odometer: 14800 MI Comm Type: PHONE
 Analyst Name: SPERLING DIANA Analyst: DSPERLI2
 Action Date: 06/07/2012 Action Time: 11.43.14.864 Action Data: No

Comments ***F150 W/ ECO BOOST MOTOR***BUTLER-16327--LTV 84**1FTFW1ET5BF [REDACTED] CUST STATES:**-
 HAD TRUCK IN SHOP 3 TIMES FOR SAME PROBLEM***DRIVING DOWN ROAD-FELT LIKE IT LOST A
 CYLINDER**WENT IN LIMP MODE-ORANGE LITE CAME ON***RED LITE COMES ON AND SHUTS VEHICLE OFF
 WHEN YOU CONTINUE TO DRIVE**WAS TOLD BAD CYLINDER HEAD TEMP SENSOR***AFTER REPAIR AND PICKED
 UP-DID IT AGAIN**NOW TOLD THAT THE SENSOR IS GETTING WATER IN IT**VEHICLE HAS QUIT ON HIM TWICE
 SINCE LAST REPAIR***TRUCK NEEDS TO GO BACK FOR WORK AGAIN FOR SAME ISSUE -NEEDS A VEHICLE FOR
 WORK--TRAVELS***AND THEY WANT TO GIVE HIM A 2000 FORD TAURUS AS A RENTAL*****WEBER - HARRIS
 FORD - L / M INC 433 BALDWIN STMEADVILLE PA 16335(814) 336-3166 CRC ADVSD:"I WILL ESCALATE THIS TO OUR
 CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL
 CONTACT YOU WITHIN 2 BUSINESS DAYS.***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE
 DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR
 VEHICLE*****SCHEDULED FOR APPT TOMORROW-6/8/2012****CAN CALL CUSTOMER ANYTIME DURING THE
 DAY** [REDACTED]

Action: DOCUMENT ADDITIONAL INFORMATION
 Dealer: 02313 WEBER-HARRIS FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 14800 MI Comm Type: OTHER
 Analyst Name: DEW (TDEW1),TARA Analyst: TDEW1
 Action Date: 06/08/2012 Action Time: 10.58.41.636 Action Data: No

Comments 2011 F-150==WSD 2011-12-28==LTV 84== 84/100000 PREMIUMCARE W/ROADSIDE EXP 2018-12-28==NO
 RECALLS==NO RELATED REPAIRS

Action: CREATE FOLLOW UP
 Dealer: 02313 WEBER-HARRIS FORD, INC. Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
 Odometer: 14800 MI Comm Type: PHONE
 Analyst Name: DEW (TDEW1),TARA Analyst: TDEW1
 Action Date: 06/08/2012 Action Time: 11.56.18.660 Action Data: Yes

Comments CSM TARA X77733; OBC TO SM DARRYL - SM STS HE IS AWAITING FIX FOR THE CHARGE AIR COOLER
 CONCERN B/C HE HAS ABOUT THREE CUSTS WAITING FOR A FIX - CSM ADV TSB 12-6-4 WAS ROLLED OUT
 TODAY - SM TO CHECK FOR PARTS AVAILABILITY - STS CUST IS DUE INTO DLR TODAY - CSM INQUIRED ABOUT
 LOANER VEH - SM STS DOESN'T HAVE TRUCKS AVAILABLE @ DLR FOR LOANER VEH - STS CUST THINKS HE
 SHOULD HAVE COMPARABLE VEH TO DRIVE AND ENTERPRISE TRUCKS ARE BARE BONES AND SOME DON'T
 EVEN HAVE POWER WINDOWS - STS HE WOULD LIKE TO KEEP CUST IN TAURUS UNTIL REPAIRS COMPLETE -
 OBC TO [REDACTED] - CUST STS HE JUST DROPPED VEH OFF - CSM TO F/U W/ DLR 6/12 AND CUST 6/14

Data Element Name	Data Value
DATE OF FOLLOW UP:	06-12-2012

TIME OF FOLLOW UP (HH:MM):

18:00

Action: CREATE FOLLOW UP

Dealer: 02313 WEBER-HARRIS FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 14800 MI

Comm Type: PHONE

Analyst Name: DEW (TDEW1),TARA **Analyst:** TDEW1

Action Date: 06/12/2012

Action Time: 17.12.48.773 **Action Data:** Yes

Comments CSM TARA X77733; OBC TO SM DARRYL - SM STS PARTS STILL SHOW ON BACKORDER - CSM ADV PARTS SHOULD BE ORDERED EMERGENCY AND SHOULD SHIP - SM STS PARTS UPGRADED TO EMERGENCY ON FRIDAY AND LATEST INFO STS THAT THEY ARE EN ROUTE TO PKGR BUT NO SHIP DATE - CSM CONFIRMED W/ PARTS SME THAT PARTS ARE EN ROUTE TO PKGR AND SHIP DATE WILL BE UPDATED ONCE THEY ARRIVE - F/U 6/19

Data Element Name

Data Value

DATE OF FOLLOW UP:

06-19-2012

TIME OF FOLLOW UP (HH:MM):

18:00

Action: CREATE FOLLOW UP

Dealer: 02313 WEBER-HARRIS FORD, INC.

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 14800 MI

Comm Type: PHONE

Analyst Name: DEW (TDEW1),TARA **Analyst:** TDEW1

Action Date: 06/19/2012

Action Time: 13.23.19.838 **Action Data:** Yes

Comments CSM TARA X77733; DOES II SHOWS THAT PARTS WILL BE SHIPPED AS SOON AS THEY ARRIVE TO THE PKGR - F/U 6/22

Data Element Name

Data Value

DATE OF FOLLOW UP:

06-22-2012

TIME OF FOLLOW UP (HH:MM):

18:00

Ford Confidential

Server: AWS Prod
 Claims loaded through: 18-JUN-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 19-JUN-12

Note: All Costs are in US Dollars Server Name: AWS Prod Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTFW1ET5BFD	██████ F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	14-OCT-2011	28-DEC-2011	144042	USA	0	7W16	9L3Z	10E893	C	F03	S09	V81	A60	42
AWS Claim Key:	<u>2226972</u>	Doc #: 14723701	Trx Code:		I	Labor Hrs: 3	Labor Cost: 222.96	Material Cost: 87.99	Total Cost: 310.95														
Dir Cd-Sub Cd:	02313-*	Name: WEBER-HARRIS FORD, INC.	Ph: 814-3363166	St: PA	Ctry Cd: USA	Reg Cd: NA	Repr Date: 28-DEC-2011	DIST(Mile): 95															
Cust Comments:	SAT RADIO AND NAV SYSTEMS ARE INOP. SAYS NO SIGNAL ON DISPLAY																						
Tech Comments:	PERF MASTER RESET. STILL INOP. NET GPSM. FAIL. APIM AND ACM PASS. GPSM NO RESPONSE. PID NO SIGNAL. ALL FUSES GOOD. CHECK SJB. REMOVED RIGHT HAND PANEL TO INSPECT. PASS. R R UPPER DASH BIN AND FRONT COVER TO INSPECT MODULES. CONTACTED TECH ASSIST. INSPECTED SAT CABLE ANTENNA PER TCH ASSIST PINPOINTS WHILE DRIVING SAT SIGNAL GOES FROM NONE TO POOR ON IDS. PER TECH ASSIST SWAP ACM FROM A DONOR UNIT.																						
1FTFW1ET5BF	██████ F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	14-OCT-2011	28-DEC-2011	144042	USA	1	6Y21	AL3Z	9900038	DB	F09	SXX	V99	A99	82
AWS Claim Key:	<u>2447497</u>	Doc #: 14793201	Trx Code:		P18	Labor Hrs: 0	Labor Cost: 0	Material Cost: 0	Total Cost: 350														
Dir Cd-Sub Cd:	02313-*	Name: WEBER-HARRIS FORD, INC.	Ph: 814-3363166	St: PA	Ctry Cd: USA	Reg Cd: NA	Repr Date: 20-JAN-2012	DIST(Mile): 2578															
Cust Comments:	REFUND FOR SPRAY IN BEDLINER INSTALL																						
Tech Comments:	GOODWILL REFUND FOR SPRAY IN BEDLINER DUE TO SAT PROBLEMS WITHIN 100 MILES OF DELIVERY CUDL 570150322																						
1FTFW1ET5BF	██████ F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	14-OCT-2011	28-DEC-2011	144042	USA	5	6N07	AL3Z	8200	B	F08	S07	V75	B62	05
AWS Claim Key:	<u>3768689</u>	Doc #: 15184901	Trx Code:		E84	Labor Hrs: .3	Labor Cost: 22.3	Material Cost: 294	Total Cost: 316.3														
Dir Cd-Sub Cd:	02313-*	Name: WEBER-HARRIS FORD, INC.	Ph: 814-3363166	St: PA	Ctry Cd: USA	Reg Cd: NA	Repr Date: 16-MAY-2012	DIST(Mile): 13773															
Cust Comments:	C S CHROME PEELING ON GRILLE																						
Tech Comments:	CHROME ON GRILLE DELAMINATING REPLACE GRILLE																						
1FTFW1ET5BF	██████ 6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	14-OCT-	28-DEC-	144042	USA	6	3A15	6L2Z	7G276	AA	F04	S11	V52	D21	42

AWS Claim Key: 3967654 Doc #: 15220601 Trx Code: S07 Labor Hrs: 9.4 Labor Cost: 698.62 Material Cost: 81.41 Total Cost: 780.03
Dlr Cd-Sub Cd: 02313-* Name: WEBER-HARRIS FORD, INC. Ph: 814-3363166 St: PA Ctry USA Reg Cd: NA Repr Date:29-MAY-2012 DIST(Mile):14741
Cust Comments: CUST STATES ENG LOSES POWER WHILE DRIVING. PULL OVER AND ENG WILL STALL. WRENCH LAMP COMES ON. POOR FUEL ECON NOTED
Tech Comments: STAR. CHECK FOR SSMS. CHECK COOLANT. FULL. CHECK FAULTS. P011600 64 CYL HEAD TEMP SENSOR. CHECKED CONNECTIONS. CHECK COOLING FANS AND TSTAT OPERATION. CONTACT TECH SERVICE. REMOVED LOWER FRAM TRIM AND INSPECTED WIRING FOR CHAFFING NEAR RIGHT SIDE OF TRANS. OK. VERIFIED PROPER PCM CAL AND UPDATE PCM PER TECH SERVICE. R AND R RT FRT TIRE AND INNER FENDER TURBO HEAT SHIELD. REPLACED CHT DUE TO CODE

Any comments? You can contact



webmaster

GCQIS Report Analysis

Report Summary

Report 2 of 3

Query Name: REPORT RETRIEVAL

Folder Number: _____

File Report To This Folder

File Report To A Folder

Exists in Folder(s)

Add Comments

Previous

Next

Save

Mail Report

Download Options

Report Detail Section : [View Details](#)

Attachments: 0

Report# :	CE3C2015 NHL	Received:	05/29/2012
CCRG/EPRC:		Date:	
Vehicle:	2011,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1ET5BF [REDACTED]	Build Date:	10/14/2011
Odometer :	14,741 M	Engine:	3.5L-GTDI
Transmission:	6R80E	Axle:	3.73 LOCK
Dealer:	USA 02313 Weber-Harris Ford, Inc.	Calibration:	BF613C0A
City:	Meadville	A/C:	YES
Originator:	MIKE DALLAS	Phone#:	(814) 336-3201
Symptom:	5 54 2 39 DRV PERF,LACK/LOSS PWR ,ACCEL,INTERMITTENT		
Status:			
VFG:	V52 DRIVEABILITY		
Additional Symptom:	CKP CODES		
Fix:	Causal Component :		
Condition Code:			

Hotliner: DRIDOLF2

Phone: 000 248-8241

Regn Cd: G4 Pittsburgh

Engineering:

Phone:

TAR:

Dir Contact: MIKE DALLAS

Phone: 814 336-3201

Title Cde: T

KOEO:

KOEC: P0320 P060C

KOER:

Comments:

REPAIR 05/29/2012 03:02PM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:ENG LOSES POWER, WRENCH LAMP ON HAS TO PULL,
OVER & THEN ENG WILL STALL P0116 00 64 I N MEMORY DIAGNOSTICS:
NORMAL PINNED OUT DL ALL NORMAL CONNECTOR GOOD , COOL FANS WORK,
COOLANT FULL, TEST DROVE IN & OUT OF TOWN CHT PID NEVER WENT OVER 199
DEG. PARTS REPLACED:NONE TECH QUESTION:ANY KNOWN AREAS TO CK
THANX MIKE

RECOMM 05/29/2012 03:02PM DOMINIC RIDOLFI MSS - FCSD - TECH SVC HOTLINE
MIKE, RECOMMEND VERIFYING THAT THE PCM IS AT THE LATEST CALIBRATION
USING IDS VERSION 79.01 (HIGHEST CURRENT LEVEL). IF THE PCM IS AT THE
LATEST CALIBRATION, THIS CONCERN WAS LIKELY CAUSED BY AN INTERMITTENT
ISSUE WITH THE CHT SENSOR, AS YOU HAVE ALREADY VERIFIED THE CIRCUITS
AND CHECKED COOLING SYSTEM OPERATION, REPLACE THE CHT SENSOR AND
RE-TEST.

REPAIR 06/01/2012 10:47AM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE
MIKE CALLED TO REPORT HE WAS TEST DRIVING AND WENT THROUGH SOME WATER
OVER THE ROAD AND APPROX 1 MILE DOWN THE ROAD THE VEHICLE WAS ENTERING
FAIL SAFE AND RUNNING ROUGH. HE PULLED CODES AND HAD CMP AND CKP
RELATED CODES. HE IS LOOKING FOR ANY KNOWN CAUSES.

RECOMM 06/01/2012 10:47AM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE
DISCUSSED THE CONCERN AND SUGGESTED TO CHECK THE CKP FOR ANY WATER
ENTRY AND CHECK FOR ANY HARNESS CHAFING. CIRCUIT LE111(VT-GN) IS THE
POWER SUPPLY FOR THE TRANS RANGE SENSOR AND THE HALL EFFECT CMPS AND
CKP. SEE PAGE 25-5 IN THE WIRING DIAGRAMS. A CONCERN WITH CIRCUIT
VE111 MAY CAUSE MOST OF THE CODES SET.

ADD-ON 06/01/2012 11:27AM LAWRENCE STANLEY MSS - FCSD - TECH SVC HOTLINE
***ROSS CALLED IN AND STATED HE FOUND TRANSMISSION FLUID IN THE

MEGATRONICS HARNESS. TRANSFERRED TO THE TRANS QUEUE.****

REPAIR 06/01/2012 11:47AM PATRICK LAMONTAGNE MSS - FCSD - TECH SVC HOTLINE

TECH CALLING IN: AFTER SERVICING VEHICLE FOR CHT DTCS, VEHICLE WENT CRAZY (VARIOUS DTCS AND ERRATIC OPERATION OF THE TRANSMISSION AND ENGINE) AFTER GOING THROUGH A HIGH PUDDLE OF WATER. IT HAS BEEN RAINING PRETTY BAD IN THE AREA. IT WAS FOUND THAT THERE WAS WATER IN THE TRANSMISSION CONNECTOR. THE CONNECTOR SEALS LOOK TO BE OK. SHOULD I REPLACE ANYTHING OR JUST RE-SEAL THE CONNECTOR WITH DI-ELECTRIC GREASE.

RECOMM 06/01/2012 11:47AM PATRICK LAMONTAGNE MSS - FCSD - TECH SVC HOTLINE

MIKE, IT IS RECOMMENDED THAT YOU REPLACE THE INNER CONNECTOR SLEEVE BETWEEN THE EXTERNAL TRANSMISSION HARNESS AND THE MECHATRONIC/TCM/MAIN CONTROL CONNECTOR END. RE-SEAL THE CONNECTOR WITH DI-ELECTRIC GREASE.

REPAIR 06/12/2012 09:06AM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE

WEB FORM DATA - CONCERN:VEH LOOSES POWER AT TIMES WRENCH LIGHT ON , HAS TO PULL OVER SHUT VEH OFF & THEN RESTART DIAGNOSTICS: BASIC VEH HAD BEEN IN PRIOR FOR CHT CODE, CHT WAS REPLACED (CODE DID NOT RETURN) AFTER DRIVING IN A MAJOR RAIN STORM TECH HAD SEVERAL CODES FOR CMP, THE CONNECTOR @ TRANS WAS FULL OF WATER (CIRC TE111) I WAS ADVISED TO REPLACE SLEEVE IN TRANS WHICH WAS DONE & THEN DRIVEN WITH NO PROBLEMS. VEH HAS RETURNED WITH P0320 & P060C. (P060C HAS RETURNED) AS I HAD IT LAST TIME, THE PCM CAL WAS UPDATED PRIOR. PER PIN. PARTS REPLACED:CHT TECH QUESTION:MY QUESTION IS WITH A P060C (PCM PERFORMANCE) SHOULD I REPLACE THE PCM OR CHASE DOWN THE P0320? THANX MIKE

RECOMM 06/12/2012 09:06AM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE

MIKE, RECOMMEND CHECKING THE CKP CONNECTIONS FOR ANY CONCERNS AT THE SENSOR AN PCM. IF NO CONCERNS RE FOUND, REPLACE THE CKP AND PERFORM THE MISFIRE PROFILE RELEARN WITH THE IDS PER SSM 21703. THE PCM HAS NOT PROVED TO BE THE ROOT CAUSE FOR THIS CONCERN WITH THE SYMPTOMS AND CODES AS DESCRIBED.

REPAIR 06/12/2012 10:05AM LAWRENCE STANLEY MSS - FCSD - TECH SVC HOTLINE

MIKE STATED THIS VEHICLE ORIGINALLY HAD A CHT DTC, WHICH WAS RESOLVED WITH THE CHT REPLACEMENT. NOW THE DTC P0320 IS ALWAYS PRESENT, AND THE P060C IS NOTED HALF OF THE TIME. PCM IS AT THE LATEST CALIBRATION, WITH THE DTC STILL RETURNING. TRANSMISSION CONNECTOR WAS FULL OF WATER, WHICH WAS PREVIOUSLY RESOLVED WITH REPLACEMENT OF THE INNER CONTROL SLEEVE.

RECOMM 06/12/2012 10:05AM LAWRENCE STANLEY MSS - FCSD - TECH SVC HOTLINE

MIKE, RECOMMEND VERIFYING THE CKP WIRING FOR PROPER PIN FIT, AT THE CKP AND THE PCM AS WELL USING THE APPROPRIATE FLEX PROBE ADAPTER. THE HOTLINE HAS SEEN THIS DTC P0320 CAUSED BY A SPREAD TERMINAL PIN AT THE PCM. ALSO INSPECT FOR ANY CHAFFING ISSUES, AS WELL AS PERFORMING A VOLT DROP TEST ON THESE CIRCUITS. NOT TO EXCEED 0.2V DROP WHILE CURRENT IS FLOWING USING A SUITABLE LOAD. IF NO WIRING CONCERNS WERE NOTED, RECOMMEND REPLACING THE CKP SENSOR, CKP TRIGGER WHEEL (BASE PART NUMBER 12A227), AND THE CRANKSHAFT REAR SEAL RETAINER PLATE 6K301. AFTER REASSEMBLING THE VEHICLE, CLEARING KAM AND THEN PERFORMING THE MISFIRE MONITOR NEUTRAL PROFILE CORRECTION PROCEDURE, AND RE-EVALUATING THIS CONCERN..

ADD-ON 06/12/2012 10:05AM LAWRENCE STANLEY MSS - FCSD - TECH SVC HOTLINE

GCQIS REPORT NUMBER BBQE3001**

REPAIR 06/12/2012 02:23PM LAWRENCE STANLEY MSS - FCSD - TECH SVC HOTLINE

MIKE STATED THE WIRING WAS FREE FROM DEFECTS, AND THE CKP SHOWS NO SIGNS OF PHYSICAL DAMAGE. HE WAS INQUIRING ABOUT THE NEXT STEPS TO TAKE FOR THIS CONCERN.

RECOMM 06/12/2012 02:23PM LAWRENCE STANLEY MSS - FCSD - TECH SVC HOTLINE

MIKE, RECOMMEND PROCEEDING WITH REPLACING THE CKP SENSOR, CKP TRIGGER WHEEL (BASE PART NUMBER 12A227), AND THE CRANKSHAFT REAR SEAL RETAINER PLATE 6K301. AFTER REASSEMBLING THE VEHICLE, CLEARING KAM AND THEN PERFORMING THE MISFIRE MONITOR NEUTRAL PROFILE CORRECTION PROCEDURE, AND RE-EVALUATING THIS CONCERN.

Download Options

Folder Number: _____

File Report To This Folder

File Report To A Folder

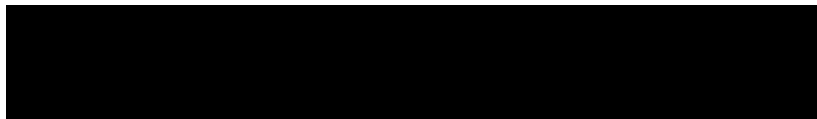
Exists in Folder(s)

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Requester: DWASHI49
Report Summary
Server: ECCWS686

Ford Proprietary, Private

19-Jun-2012
Retention: None



DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG
Identification No.: 53084
1900 Allegheny Building
429 Forbes Street
Pittsburgh, PA 15219
412-894-9970

Attorney for Plaintiff

████████████████████
Polk, PA ██████████

COURT OF COMMON PLEAS

vs.

ALLEGHENY COUNTY

Ford Motor Company
C/O CT CORPORATION
116 PINE STREET
SUITE 302
HARRISBURG PA 17101

COMPLAINT

1. Plaintiff, ██████████ is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing ██████████
Polk, PA ██████████

2. Defendant, Ford Motor Company is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania and can be served c/o CT Corporation, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about October 2012, Plaintiff purchased a new 2012 Ford F150 (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number wtg. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled \$43,747.66.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about October 2012, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of but was not limited to defective engine. Copies of repair receipts are attached hereto and marked as Exhibit "A".

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

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for

the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or its authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

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

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

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

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which

substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$25,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiff uses the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.
34. As a direct and proximate result of Defendant's failure to comply with the express

written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)

(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

35. Section 15 U.S.C. §2310 (d) (1) provides:
If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$25,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;
- c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$25,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods

of competition to include the following:

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

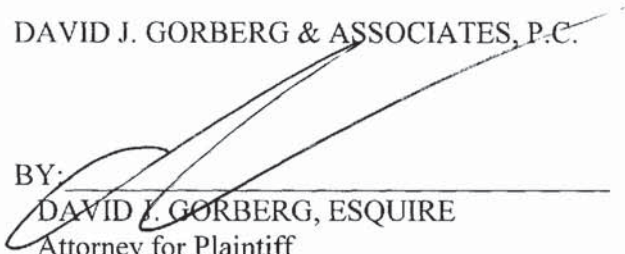
46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers Defendant's failure to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$25,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

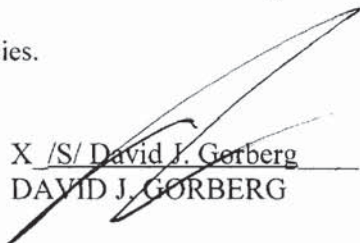
BY:



DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, after having read the attached pleading verifies that the within Civil Action Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that he has read the within Civil Action Complaint and that they are true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the Civil Action Complaint are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.


X /S/ David J. Gerberg

DAVID J. GERBERG

Date: _____



One Taylor Plaza (Rte. 58 W)
 Grove City, PA 16127
 Telephone 724-748-4790
 Toll Free 800-833-0473
 Fax 724-748-3936

PRO	51891	VIN	1FTFW1ET7CF	DATE IN	11/08/12
YEAR	2012	MAKE	FORD	MODEL	F150
				COLOR	BLUE FLAME N
MILES IN	2249	MILES OUT	2249	FIRST USE	10/23/12
				LIC	PA ZBN-7107
SEE ALSO		RES. H:		W:	(724) -
				WRITER	GEOFF
				CLOSED	11/29/12
					6831

(1) DIAGNOSIS CK ENGINE LIGHT

C/S WAS DRIVING ON HWY AT 65 MPH, WENT TO PASS A TRUCK, VEHICLE DOWNSHIFTED HARD, THE ENGINE LIGHT CAME ON AND HAS BEEN ON SINCE. VERIFIED ENGINE LIGHT ON. CHECKED OASIS. FOUND TSB 12-10-19. TESTED PCM. CODES P0422, P0306, P0430. REPLACED CAC, L/H CONVERTER, AND THE DEFLECTOR PLATE PER TSB 12-10-19. VEHICLE AT LATEST CALIBRATION. VEHICLE EQUIPPED WITH ADAPTIVE TRANSMISSION. VEHICLE WILL GO THROUGH RE-LEARNING PROCESS FOR SEVERAL DAYS. TEST DROVE FOLLOWING REPAIR ALL OK. NO PROBLEMS FOUND FOLLOWING REPAIR.
 Warranty Claim Repair Type: -
 Condition Code: EN
 (Tech:09) A

Labor	EN	T09
BL3Z5E212E	(CONVERTER ASY)	1
W520514S440	(NUT - ADJUSTIN)	2
CL3Z19E672A	(DEFLECTOR - AI)	1
BL3Z6K775B	(INTERCOOLER)	1
W711281S300	(PIN - TRIM)	2

.....(Warranty).....

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Next Service APR '13 Lube-Oil-Filter	W/C	INT.	CUSTOMER
DISCLAIMER OF WARRANTIES <small>Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</small>			
Page 1 of 1 Job 51891			
51891 Customer Copy			
		.00	
			Labor .00
			Parts .00
			Sublet .00
			Hazardous Wa .00
			Oil/Grease .00
			Sub Total .00
			Tax .00
			Total .00



One Taylor Plaza (Rte. 58 W)
Grove City, PA 16127
Telephone 724-748-4790
Toll Free 800-833-0473
Fax 724-748-3936

Vehicle information form including VIN (1FTFW1ET7CF), Year (2012), Make (Ford), Model (F150), Color (Blue Flame N), Mileage (4657), and License (PA ZBN-7107).

(1) C/S AFTER DRIVING APPROX 10 MILES, VEHICLE UNDER LOAD PULLING A GRADE GETS A PERCEIVED ENG MISS OR SURGE, FUEL ECONOMY DROPS WHEN THIS OCCURS. PRIOR TO TSB, INTO LIMP MODE TESTED PCM AND NO CODES IN MEMORY. MONITORED AND RECORDED PIDS AND ALL IN RANGE. CHECK CYL MISFIRE COUNT AND #4 RECORDED MISFIRE. SWAP COIL AND PLUG FROM #1 TO #4 AND RECHECK COUNT. #4 STILL RECORDING. CONTACTED HOTLINE AND INSTRUCT TO INSTALL NEW INJECTOR AND TO CHECK HARNESS FOR INJECTORS FOR CHAFFING. FOUND BARE SPOT AT HOLD DOWN ON HARNESS. REPLACED HARNESS AND #4 INJECTOR.

Labor T09
BU5Z14A411CC (WIRE ASY - JUM) 1
CM5211 (INJECTOR ASY) 1
CL329J323A (TUBE ASY) 1
W716115S900 (BOLT) 8

Warranty Claim Repair Type: -
(Tech:09) A (Warranty)

(2) C/S IN TRAFFIC GOING APPROX 45 MPH, LOST THROTTLE RESPONSE. CUSTOMER PUMPED ACCELERATOR, SEVERAL TIMES AND NO RESPONSE. C/S EVENTUALLY GAINED THROTTLE BACK. HAP ONCE TESTED AND NO CODES. UNABLE TO REDUP CONCERNS TEST DROVE APROX 100 MLES

Labor T09

Warranty Claim Repair Type: -
(Tech:09) A (Warranty)

AFTER PICKING UP TRUCK MILEAGE DROPPED FROM 1669 TO 1466

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Summary table with columns W/C, INT, CUSTOMER. Includes 'Next Service APR '13 Lube-Oil-Filter', 'DISCLAIMER OF WARRANTIES', and a list of charges: Labor .00, Parts .00, Sublet .00, Hazardous Wa .00, Oil/Grease .00, Sub Total .00, Tax .00, Total .00.

Page 1 of 1 Job 52235
52235 [Barcode] Customer Copy

Server: AWS QA
 Claims loaded through: 16-JAN-2013

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 18-JAN-13

Note: All Costs are in US Dollars Server Name: AWS QA Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTFW1ET7CFC	█ F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	16-AUG-2012	23-OCT-2012	144061	USA	1	4C03 *		5E212 *		F04	S11	V29	E29	I2
AWS Claim Key:	<u>2933802</u>	Doc #:	05189101	Trx Code:	S07	Labor Hrs:	1.2	Labor Cost:	80.78	Material Cost:	499.59	Total Cost:	580.37										
Dir Cd-Sub Cd:	02203-*	Name:	JERRY TAYLOR FORD SALES INC	Ph:	724-7484790	St:	PA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	08-NOV-2012	DIST(Mile):	2249								
Cust Comments:	DIAGNOSIS CK ENGINE LIGHT C/S WAS DRIVING ON HWY AT 65 MPH. WENT TO PASS A TRUCK, VEHICLE DOWNSHIFTED HARD, THE ENGINE LIGHT CAME ON AND HAS BEEN ON SINCE.																						
Tech Comments:	VERIFIED ENGINE LIGHT ON. CHECKED OASIS. FOUND TSB 12 10 19. TESTED PCM. CODES P0422, P0306, P0430. REPLACED CAC, L/H CONVERTER, AND THE DEFLECTOR PLATE PER TSB 12 10 19. VEHICLE AT LATEST CALIBRATION. VEHICLE EQUIPPED WITH ADAPTIVE TRANSMISSION. VEHICLE WILL GO THROUGH RE LEARNING PROCESS FOR SEVERAL DAYS. TEST DROVE FOLLOWING REPAIR ALL OK. NO PROBLEMS FOUND FOLLOWING REPAIR.																						
1FTFW1ET7CFC	█ F6	T/F6	F	T/BC	T/AM	T/E	AF	T/C3	T/KW	16-AUG-2012	23-OCT-2012	144061	USA	2	2E03 *		9F593 *		F04	S11	V52	D42	42
AWS Claim Key:	<u>3099195</u>	Doc #:	05223501	Trx Code:	S07	Labor Hrs:	4.8	Labor Cost:	323.14	Material Cost:	164.71	Total Cost:	487.85										
Dir Cd-Sub Cd:	02203-*	Name:	JERRY TAYLOR FORD SALES INC	Ph:	724-7484790	St:	PA	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	04-DEC-2012	DIST(Mile):	4657								
Cust Comments:	C/S AFTER DRIVING APPROX 10 MILES, VEHICLE UNDER LOAD PULLING A GRADE GETS A PERCEIVED ENG MISS OR SURGE, FUEL ECONOMY DROPS WHEN THIS OCCURS. PRIOR TO TSB, INTO LIMP MODE																						
Tech Comments:	TESTED PCM AND NO CODES IN MEMORY. MONITORED AND RECORDED PIDS AND ALL IN RANGE. CHECK CYL MISFIRE COUNT AND #4 RECORDED MISFIRE. SWAP COIL AND PLUG FROM #1 TO #4 AND RECHECK COUNT. # 4 STILL RECORDING. CONTACTED HOTLINE AND INSTRUCT TO INSTALL NEW INJECTOR AND TO CHECK HARNESS FOR INJECTORS FOR CHAFFING. FOUND B ARE SPOT AT HOLD DOWN ON HARNESS. REPLACED HARNESS AND #4 INJECTOR.																						

Any comments? You can contact

GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number:

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Report Detail Section : [View Details](#)

[Attachments](#): 0

Report# :	CK3DJ013 NHL	Received:	11/29/2012
CCRG/EPRC:	.	Date:	
Vehicle:	2012,F150 4X4 ,F150 ,SUP CRW,STYSD ,1FTFW1ET7CF	Build Date:	08/16/2012
Odometer :	3,712 M	Engine:	3.5L-GTDI
Transmission:	6R80E	Axle:	3800F3.31C
Dealer:	USA 02203 Jerry Taylor Ford Sales, Inc.	Calibration:	CF613K0N
City:	Grove City	A/C:	YES
Originator:	SCOTT SIMCOE	Phone#:	(724) 748-4790
Symptom:	5 56 C 74 DRV PERF,POOR FUEL ECON,COMBINED,UNLOADED		
Status:			
VFG:	V46 GOOD FUEL ECONOMY		
Additional Symptom:	MOD PROG PCM		
Fix:	Causal Component :		
Condition Code:			

Hotliner: JREDDMAN

Phone: 000 248-9292

Regn Cd: G4 Pittsburgh

Engineering:

Phone:

TAR:

Dir Contact: SCOTT SIMCOE

Phone: 724 748-4790

Title Cde: SM

KOEO:

KOEC:

KOER:

Comments:

REPAIR 11/29/2012 03:27PM JOSEPH REDDMANN MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN: CUSTOMER STATES WAS DRIVING ON THE HIGHWAY AT
65 MPH WENT TO PASS A VEHICLE AND THE VEHICLE
DOWNSHIFTED
HARD.
THE ENGINE LIGHT CAME ON AND VEHICLE HAS POOR FUEL
ECONOMY. DIAGNOSTICS: TESTED PCM
CODE P0422, P0306, P0430
PRESENT
CHECKED OASIS AND FOUND TSB 12-10-19
PARTS
REPLACED: CAC
L/H CONVERTER ASSEMBLY
DEFLECTOR
PLATE TECH QUESTION: WENT TO REPROGRAM THE PCM TO THE LATEST
CALIBRATION
VEHICLE IS CURRENTLY AT KGCP4K2.H32
USING IDS
SOFTWARE VERSION 81.02
IS THERE A LATER CALIBRATION TO MANUALLY
ENTER WITH IDS IF NO AUTOMATIC UPDATES TAKE PLACE?

THANK
YOU

RECOMM 11/29/2012 03:27PM JOSEPH REDDMANN MSS - FCSD - TECH SVC HOTLINE
SCOTT, THERE ARE NO LATER CALIBRATIONS AVAILABLE FOR THIS VEHICLE.
THE TSB CALLS FOR IDS 79.02A OR HIGHER WHICH WAS RELEASED IN MAY
2012. THIS VEHICLE WAS BUILT IN AUGUST 2012 WHICH MEANS THAT THE
LATEST CALIBRATION WAS ALREADY INSTALLED AT THE ASSEMBLY PLANT.

REPAIR 12/04/2012 05:56PM ROBERT ABERCROMBIE MSS - FCSD - TECH SVC HOTLINE

WEB FORM DATA - CONCERN:C/S AFTER DRIVING APROX 10 MILE VEHICLE UNDER LOAD (PULLING A HILL) GET A PERCEIVED ENGINE MISS OR SURGE. WHEN THIS OCCURES FUEL ECONOMY DROPS. TRUCK WAS IN SHOP FOR CHECK ENGINE LIGHT APROX 1 WEEK AGO AND TSB 12-10-19 WAS PERFORMED. PRIOR TO TSB BEING PERFORMED CUSTOMER STATES ABOVE WAS HAPPENING. C/S A SEPERATE CONCERN WHILE DRIVING IN 40 TO 45 MPH TRAFFIC LOST THROTTLE RESPONCE, PUMPED PEDAL SEVERAL TIMES AND THROTTLE WENT BACK TO NORMAL. DIAGNOSTICS: TESTED EEC, KOEO AND KOER PASSED. PARTS REPLACED:NONE- OTHER THAN PREVIOUS REPAIR OF 12-10-19 TECH QUESTION:NEED ALITTLE HELP HERE. NO TSB, SSM ECT. NOTHING TO GO BY IN EEC. DO YOU KNOW OF ANY KNOWN CONCERNS TO LEAD ME IN THE RIGHT DIRECTION. 2ND REPAIR ATTEMPT.

RECOMM 12/04/2012 05:56PM ROBERT ABERCROMBIE MSS - FCSD - TECH SVC HOTLINE

SCOTT, RECOMMEND TO ATTEMPT TO DUPLICATE THIS CONCERN AND IF POSSIBLE MAKE A RECORDING. IF ABLE TO DUPLICATE THE CONCERN MONITOR OR RECORD THE FOLLOWING PIDS (APP(%), BARO(PRESS), TIP_PRS BOOST, CHT(TEMP), CYL_(1-6)_ACCL, EQ_RAT11 (RATIO), EQ_RATIO21 (RATIO), FRP (PRESS), FRP_DSD, GEAR, KNK_CNTR_CYL (1-6), KNK_RATE_LRND, LOAD, LONGFT1, LONGFT2, MAP(PRESS), NUM_MISFIRE, OCTADJ_R_LRND, O2S11_CUR, O2S21_CUR, RPM, RUNTM, SHRTFT1, SHRTFT2, TQ_CNTRL, TR, VPWR, VREF, VSS). IF A MISFIRE/S CAN BE ISOLATED TO A SPECIFIC CYLINDER PERFORM AN IGNITION COMPONENT SWAP WITH A KNOWN GOOD CYLINDER. REPLACE THE AFFECTED IGNITION COMPONENTS IF THE MISFIRE FOLLOWS THE COMPONENT. IF THERE IS STILL A CONCERN ON A CYLINDER REPLACE THE AFFECT CYLINDER INJECTOR AND REEVALUATE. IF THE MISFIRES ARE RANDOM LOOK CLOSELY AT THE TIP PRS BOOST PID LOOKING FOR A FLUCTUATION , ALSO LOOK AT THE WAST GATES FOR FLUCTUATIONS AS THIS MAY CAUSE A BUCK JERK CONCERN. TRY SWAPPING THE TIP SENSOR AND RE EVALUATE.

AUDIT 12/04/2012 05:56PM ROBERT ABERCROMBIE MSS - FCSD - TECH SVC HOTLINE

ODOMETER 2249 M CHANGED TO 3712 M BY RABERCR4

REPAIR 12/07/2012 02:25PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE

SCOTT STATES THAT THE PID'S INDICATED THAT CYLINDER #4 WAS MISFIRING.

THE #4 IGNITION COIL AND THE SPARK PLUG WAS SWAPPED WITH A KNOWN GOOD CYLINDER. THE MISFIRE DID NOT FOLLOW THE SWAP. THE RELATIVE COMPRESSION TEST PASSED.

RECOMM 12/07/2012 02:25PM PHIL JACOBS MSS - FCSD - TECH SVC HOTLINE

SCOTT, RECOMMEND TO REMOVE THE INTAKE MANIFOLD TO INSPECT THE INJECTOR CIRCUITS FOR RUB THROUGH ON THE FUEL RAIL HOLD DOWN TABS/BRACKETS. IF NO PROBLEM IS FOUND, REPLACE THE #4 INJECTOR AND RETEST. IF THE CONCERN IS STILL PRESENT, RECOMMEND TO ROAD TEST THE VEHICLE AGAIN AND MONITOR THE TIP_PRS_DSD AS WELL AS THE TIP_PRS_BOOST(SHOULD MATCH).

Download Options

Folder Number:

File Report To This Folder

File Report To A Folder

Add Comments

Previous

Next

Save

Mail Report

Requester: MVALLA

Report Summary

Server: FCWS686

Ford Proprietary, Private

18-Jan-2013

Retention: None

March 5, 2013

David J. Gorberg & Associates
1900 Allegheny Building
429 Forbes Avenue
Pittsburgh, Pa. 15219

RE: [REDACTED] v Ford

Vehicle: 2012 Ford F-150 3.5L GTDI Supercab
Vehicle VIN: 1FTFW1ET7CF [REDACTED]

Ms. Laura Applegate,

The following report contains my findings based upon: the facts revealed to me in this case, my experience as an automotive consultant and inspector certified as "Master Technician" by the National Institute for Automotive Service Excellence, my experience as an Automotive Instructor in a secondary and post secondary educational institute and certified by the National Automotive Technicians Education Foundation, my experience as a "Master Certified Automotive Technician" by the National Institute for Automotive Service Excellence, and my expertise in automotive dealership sales and service policies and procedures through several years of employment at dealerships as a Technician, Service Advisor, and Manager.

The purpose of this evaluation of the vehicle involved was to assess this vehicles mechanical dependability and the quality of warranty service provided by an authorized repair facility of Ford in efforts to remedy this vehicle's defects and to determine whether the overall value, use, or safety of the vehicle has been affected by the non-conforming issues of the following systems:

- Engine Performance

[REDACTED] v Ford

1

Records indicate that a sales agreement was made on this vehicle between Jerry Taylor Ford and [REDACTED] on October 23, 2012 in the amount of \$43,747.66.

I have reviewed the sales agreement and the service records in preparation for this report and I am familiar with the warranty regarding this vehicle. I have taken into consideration several factors while evaluating this vehicle including the number of repair attempts, the amount of time the vehicle has been out of service during these repairs, and the quality of the repairs that were performed based upon the service history.

Observation of Repairs

[REDACTED] has complained to the repair facility (RF) of the repeated defect of the performance of the engine and engine's malfunction Indicator Lamp (MIL) and the failure to operate under safe conditions.

On invoice 51891 the engine was reported to have a defect causing a serious safety hazard while trying to pass a truck. The RF stated that they verified the defect as they referenced a TSB as the corrective action. The manufacturer published the Technical Service Bulletin (TSB) as listed on invoice 51891. The same defect was described about a month later on invoice 52235. Another repair attempt was made to the engine performance system.

A technical service bulletin is published by the manufacturer in order to inform their authorized repair facilities that there is a known problem or complaint history with certain model vehicles that are within a certain build date that are experiencing problems with a component and to help the repair shops correct the problem during the vehicles first visit to the dealership. This information is also made available to 3rd party companies in the automotive industry like Mitchell On-Demand, Alldata and the National Institute for Automotive Service Excellence.

The TSB was performed to repair a defect with the engine performance of the vehicle. It is against the manufacturer's policy to perform repairs to a vehicle without verifying a

defect. The repair facility (RF) verified the defect as listed on invoice 51891. Therefore, the RF must have verified the defect existed and must have verified it in order to comply with the manufacturer's policies and procedures of warranty repairs.

During the first repair attempt to be in compliance with the TSB, the RF replaced the charge air cooler for the air intake system used for turbo model engines; they also replaced the left bank catalytic converter.

Invoice 52235 indicates the same defect that a previous repair attempt was made. The RF replaced the wiring harness and the fuel injector. The fuel injector and wiring harness are a vital part of the engine's ability to run. The engine surging in the manor that causes the vehicle to suddenly die or lose power is a serious safety hazard.

The defect was so severe that the vehicle stumbled when [REDACTED] tried to pass another vehicle. If the vehicle were to stumble like it did as he described while a car was coming the other way it would be a very dangerous situation. This type of defect causes serious safety hazards.

Conclusion

The warranty records provided for my review indicate that [REDACTED] vehicle has been exhibiting numerous and repetitive failures related to the durability and dependability related to the engine performance. The nature of this failure has substantially impaired the use, value and safety of the vehicle.

During my time spent working for manufacturer's dealerships, we were trained to limit the number of times the customer had to present the vehicle with a defect to one visit for the repair to any one defect. The manufacturer referred to this policy as customer satisfaction index (CSI).

The dealership was rated by the 100% scale that the dealership achieved for the customer satisfaction index. The CSI report card was sent to the customer after a warranty repair visit. The customer would provide feedback by taking part in the CSI

survey as to how the RF did fixing the vehicle on their visit. It is much like the customer grades the RF on aptitude and procedure for repairing the defect. Certain service personnel were paid incentives for achieving a high percentage rate for the customer satisfaction index. The manufacturer pays incentives to the dealer manager for achieving high CSI scores.

The warranty records show that the repair attempts by the manufacturer's authorized repair facility have not been effective enough for continued normal use without repeated failure. The number of repair attempts fall well beyond of a reasonable amount of failures.

The current condition of the performance of the vehicle along with the negative repair history have substantially impaired its use, value and safety as the original intent and has negatively affected its warranty which has failed the consumer and its value specified to the consumer as originally purchased. The problems with the vehicle make it unachievable for [REDACTED] to use the vehicle as originally intended to and in the condition that it was presented to be free from defects.

[REDACTED] paid for a vehicle that came with a written warranty from the manufacturer and that promise to repair defects in material and workmanship accurately and in a reasonable time has failed. This failure is proven as to the number of unsuccessful repair attempts to the vehicle as described in this report and the accompanying service records.

[REDACTED] is also at a financial loss as to the "resale" value or "trade in" value of the vehicle as evidenced by the negative service history and ongoing non-conforming issues which is recorded in the manufacture's database. Therefore all new car dealerships to the Ford brand of vehicle as well as any other dealer or person have access to the repair history by way of 3rd party vehicle history reporting companies such as "Carfax" and would not likely choose to purchase or take on trade as a prime condition vehicle but will offer a substantially less market trade value.

██████████ would have extreme difficulties presenting this vehicle to a consumer or dealership as a prime conditioned vehicle based on its current condition and repair history as reflected in this report. In my experience of retail sales and the public perception of vehicle comparison shopping, I find it unlikely for any consumer to choose this vehicle over another of the like that does not reflect this vehicles negative service history.

The trade in value of the vehicle in good condition, that is free of major defects and no major current mechanical problems and will need some reconditioning and with a clean engine compartment with no fluid leaks or visible defects and also has verifiable service record history would be \$26,950.

However, the resale or trade in value of ██████████ vehicle, considering the negative repair history, and the pattern of ongoing failures has determined to fall within a fair condition due to the negative service history of the vehicle as these type of condition vehicles have mechanical defects such as the ones stated in this report that negatively affect its marketable resale value.

Trade in value to the vehicle in fair condition is assessed at \$23,150 and I would assess a decrease of 14% loss in value. The condition and type of nonconformity of this vehicle is evidenced by the excessive repair history reflecting a vehicle that has problems that are unable to be repaired to an acceptable standard and the repairs made to the vehicle often reflect a pattern of problems that lie ahead.

The loss incurred to ██████████ is the actual loss in value in respect to the original purchase. Since the vehicles warranty that came with the vehicle purchase has failed, then the actual monetary lose to ██████████ must be translated to the original purchase price for the vehicle and its warranty as presented and purchased. The resulting assessment of diminution of value based on the above figures and criteria is determined to be \$6,124.67.

This methodology for determining diminution of value is accepted as the standard across the automotive industry.

I have assessed the value based on industry standard guidelines of vehicle condition evaluating from "Kelly Blue Book" and "NADA" and have assessed the vehicle as it would compare to another of its like that would reflect a fair market value as a conditioned vehicle should be presented to a consumer for retail sale.

The consideration for diminution of value has been determined by the standards set forth by "Kelly Blue Book" and "NADA" guidelines on vehicle condition. Based on the repair history and current condition, this vehicle has some mechanical defects and the negative repair history of failures and excessive repairs provides to be a factor in evaluating the value of it.

The consumer did not receive the value or warranty of the vehicle for which they paid due to the repeated failures to operate as designed as shown in this report. Also the vehicle is not free from significant defects to which repairs that were performed by the authorized repair facility were not effective enough to be considered for a normal operation period without continuous failures.

My opinions and vehicle inspections are given within a reasonable degree of automotive technical certainty in the inspection and appraisal of automobiles, recreational vehicles, light, medium, and heavy duty trucks, motorcycles, and watercraft, automotive maintenance and repair, and dealership service and sales policy. I have no personal gain as to the assessment of diminution of value to this vehicle. I reserve the right to supplement this report with an additional appraisal report, inspection report, or client interview report at any time.

Respectfully submitted,



Jason E. Jones
Northeast Auto Inspection Services

3.5L GTDI - INTERMITTENT STUMBLE/MISFIRE ON ACCELERATION FROM HIGHWAY CRUISE IN HUMID OR DAMP CONDITIONS WITH POSSIBLE DTC

TECHNICAL SERVICE BULLETIN

Reference Number(s): 12-10-19, Date of Issue: October 30, 2012

FORD: 2011-2012 F-150

Superseded Bulletin(s): 12-6-4, Date of Issue: June 7, 2012

Related Ref Number(s): 12-10-19, 12-6-4

ARTICLE BEGINNING

NOTE: This article supersedes TSB 12-6-4 to remove the production fix date, update the Title, Issue Statement, Part List and Service Procedure.

ISSUE

Some 2011-2012 F-150 vehicles equipped with a 3.5L gasoline turbocharged direct injection (GTDI) EcoBoost engine may exhibit an intermittent engine surge during moderate to light loads at cruise, stumble and/or misfire on hard acceleration after an extended drive at highway speeds during high humid or damp conditions. This could result in a steady or flashing malfunction indicator lamp (MIL) with diagnostic trouble codes (DTCs) primarily for misfire P0300, P0304, P0305, P0306. DTCs P0430 and/or P0299 may also be present.

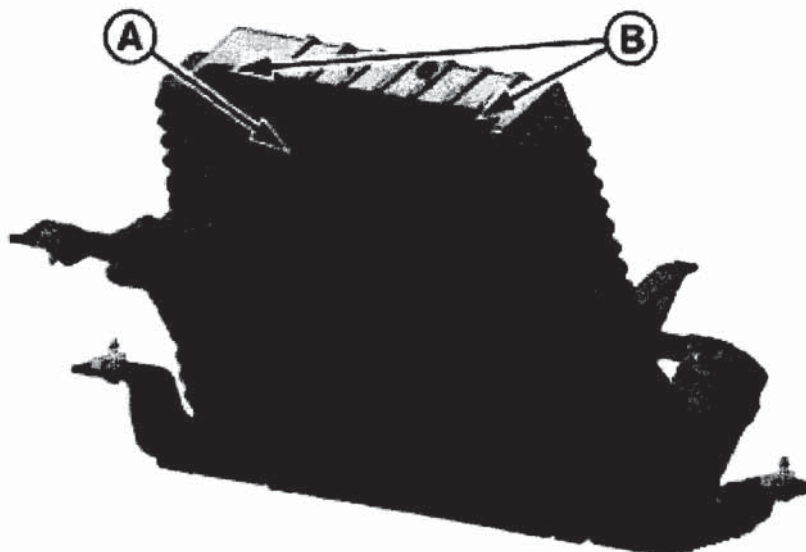
ACTION

Follow the Service Procedure steps to correct the condition.

SERVICE PROCEDURE

Insure all hard fault powertrain DTCs are addressed prior to performing the calibration update.

1. Check for DTC P0430. Is DTC P0430 present?
 - a. Yes - Replace the left bank catalytic converter assembly. Refer to Workshop Manual (WSM), Section 309-00. Proceed to Step 2.
 - b. No - Proceed to Step 2.
2. Is the Charge Air Cooler (CAC) equipped with an air deflector plate? (Fig. 1A)



G00105550

Fig. 1: Charge Air Cooler With An Air Deflector Plate

- a. Yes - Proceed to Step 5.
 - b. No - Proceed to Step 3.
3. Install a new CAC, new air deflector plate, and original shield using new retaining pushpins. Refer to WSM, Section 303-12. (Fig. 1B) Proceed to Step 4.
 4. Reprogram the PCM to the latest calibration using IDS release 79.02A or higher. This new calibration is not included in the 2012.5 DVD. Calibration files may also be obtained at www.motorcraft.com.
 5. Install a new CAC and the original air deflector plate and shield using new retaining pushpins. Refer WSM, Section 303-12.

NOTE: PLEASE ADVISE THE CUSTOMER THAT THIS VEHICLE IS EQUIPPED WITH AN ADAPTIVE TRANSMISSION SHIFT STRATEGY WHICH ALLOWS THE VEHICLE'S COMPUTER TO LEARN THE TRANSMISSION'S UNIQUE PARAMETERS AND IMPROVE SHIFT QUALITY. WHEN THE ADAPTIVE STRATEGY IS RESET, THE COMPUTER WILL BEGIN A RELEARNING PROCESS. THIS RELEARNING PROCESS MAY RESULT IN FIRMER THAN NORMAL UPSHIFTS AND DOWNSHIFTS FOR SEVERAL DAYS.

PARTS INFORMATION

PARTS INFORMATION

Part Number	Part Name
BL3Z-5E212-E	Catalytic Converter Assembly
W520514-S440	Nuts (2 Req)
CL3Z-19E672-A	Deflector Plate
BL3Z-6K775-B	CAC
W711281-S300	Push Pin (2 Req)

WARRANTY INFORMATION

WARRANTY STATUS: Eligible Under Provisions Of New Vehicle Limited Warranty Coverage And Emissions Warranty Coverage.

IMPORTANT: Warranty/ESP coverage limits/policies/prior approvals are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part

coverage tool.

WARRANTY INFORMATION

Operation	Description	Time
121019A	2011-2012 F-150 3.5L GTDI: Check DTCs, Replace CAC Assembly, Includes Time To Transfer Or Install New CAC Shield (Do Not Use With Any Other Labor Operations)	0.8 Hr.
121019B	2011-2012 F-150 3.5L GTDI: Check DTCs, Replace The Left Catalytic Converter, Replace CAC Assembly, Includes Time To Transfer Or Install New CAC Shield (Do Not Use With Any Other Labor Operations)	1.2 Hr.
121019C	2011-2012 F-150 3.5L GTDI: Check DTCs, Replace CAC Assembly, Includes Time To Transfer Or Install New CAC Shield, And Reprogram The PCM (Do Not Use With Any Other Labor Operations)	0.9 Hr.
121019D	2011-2012 F-150 3.5L GTDI: Check DTCs, Replace The Left Catalytic Converter, Replace CAC Assembly, Includes Time To Transfer Or Install New CAC Shield, And Reprogram The PCM (Do Not Use With Any Other Labor Operations)	1.4 Hrs.

DEALER CODING

Basic Part No.	Condition Code
5E212 (OPERATION B And D)	12
6K775 (OPERATION A And C)	42

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[REDACTED]

Plaintiff,

v.

FORD MOTOR COMPANY

Defendant

C.A. NO.:

12 PERSON JURY DEMANDED

COMPLAINT

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the State of Delaware, residing at [REDACTED] Millsboro, DE [REDACTED]
2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of Delaware, and can be served via its registered agent, The Corporation Trust Company, located at the Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

BACKGROUND

3. On or about April 11, 2011, Plaintiff purchased a new 2011 Ford F-150, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTFX1ETXBF [REDACTED]
4. The vehicle was purchased in the State of Delaware and is registered in the State of Delaware.
5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$37,017.11. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. During the warranty period, Plaintiff complained on multiple occasions about defects and or non-conformities to the following vehicle components: Check Engine Light, Harsh Shifting, Vehicle Bucking and Jerking. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
DELAWARE AUTOMOBILE WARRANTY ACT

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

12. Plaintiff is a "Consumer" as defined by the Delaware Automobile Warranty Act (hereinafter "Lemon Law"), 6 Del. C. §5001(3).

13. Defendant is a "Manufacturer" as defined by the Delaware Lemon Law, 6 Del. C. §5001(3).

14. Boulevard Auto Sales, is and/or was at the time of sale a "Dealer" engaged in the business of buying, selling, and/or exchanging automobiles as defined by the Delaware Lemon Law, 6 Del. C. §5001(2).

15. On or about April 11, 2011, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities which substantially impair the use, value and/or safety of the vehicle.

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

17. The Delaware Lemon Law, 6 Del. C. §5002 provides:

If a new automobile does not conform to the manufacturer's express warranty, and the consumer reports the nonconformity to the manufacturer or its agent or dealer during the term of the warranty or during the period of 1 year following the date of original delivery of an automobile to the consumer, whichever is earlier, the manufacturer shall make, or arrange with its dealer or agent to make, within a reasonable period of time, all repairs necessary to conform the new automobile to the warranty, notwithstanding that the repairs or corrections are made after the expiration of the term of the warranty or the 1-year period.

18. Section 5003 of the Delaware Lemon Law provides:

- a. If the manufacturer, its agent, or its authorized dealer does not conform the automobile to any applicable express warranty by repairing or correcting any nonconformity after a reasonable number of attempts, the manufacturer shall either replace the automobile with a comparable new automobile acceptable to the consumer or repurchase the automobile from the consumer and refund the consumer the full price, including all credits and allowances for any trade-in vehicle; provided, however, that the consumer shall have the unqualified right to decline a replacement automobile and to demand instead a repurchase.:
- b. In instances in which an automobile is replaced by a manufacturer under this section, said manufacturer shall accept return of the automobile and reimburse the consumer for any incidental costs, including dealer preparation fees, fees for transfer of registration, sales taxes or other charges or fees incurred by the consumer as a result of such replacement. In instances in which an automobile which was financed by the manufacturer or its subsidiary or agent is replaced under this section, said manufacturer, subsidiary or agent shall not require the consumer to enter into any refinancing agreement for a replacement automobile which would create any financial obligations beyond those created by the originally financing agreement.
- c. In instances in which a refund is tendered under this section, the manufacturer shall accept return of the automobile from the consumer and shall reimburse the consumer for related purchase costs, including sales taxes, registration fees and dealer preparation fees, less:
 - (1) A reasonable allowance for the consumer's use of the automobile, not to exceed the full purchase price of the automobile multiplied by a fraction which consists of the number of miles driven before the consumer first reported the nonconformity to the manufacturer, its agent or dealer divided by 100,000 miles; and
 - (2) A reasonable allowance for damage not attributable to normal wear and tear, but not to include damage resulting from a nonconformity.
- d. Refunds shall be made to the consumer, and lienholder, if any, as their interest may appear.
- e. No authorized dealer shall be held liable by the manufacturer for any refunds or automobile replacements in the absence of evidence indicating that dealership repairs have been carried out in a manner inconsistent with the manufacturer's instructions. (64 Del. Laws, c. 173 § 1; 66 Del. Laws, c. 36, §3).

19. The Delaware Lemon Law, 6 Del. C. §5004 provides:

§5004. PRESUMPTIONS

- a. It shall be presumed that a reasonable number of attempts have been undertaken to conform a new automobile to the manufacturer's express warranty if, within the warranty term or during the period of 1 year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
 - (1) Substantially the same nonconformity has been subject to repair or correction 4 or more times by the manufacturer, its agents or its dealers and the nonconformity continues to exist; or
 - (2) The automobile is out of service by reason of repair or correction of a nonconformity by the manufacturer, its agents or its dealers for a cumulative total of more than 30 calendar days since the original delivery of the motor vehicle to the consumer. This 30-day limit shall commence with the first day on which the consumer presents the automobile to the manufacturer, its agent or dealer for service of the nonconformity and a written document describing the nonconformity is prepared by the manufacturer, its agent or dealer. The 30-day limit shall be extended only if repairs cannot be performed due to conditions beyond the control of the manufacturer, its agents or its dealers, including war, invasion, strike, fire, flood or other natural disaster.
- b. The presumption provided in this section shall not apply against a manufacturer unless the manufacturer has received prior direct written notification from or on behalf of the consumer and has had an opportunity to repair or correct the nonconformity; provided, however, that if the manufacturer does not directly attempt or arrange with its dealer or agent to repair or correct the nonconformity, the manufacturer may not defend a claim by a consumer under this chapter on the ground that the agent or dealer failed to properly repair or correct the nonconformity or that repairs or corrections made by the agent or dealer caused or contributed to the nonconformity. (64 Del. Laws, c. 173, §1; 66 Del. Laws, c. 36, §4.)

20. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than four (4) times for the same nonconformity, and the nonconformity remains uncorrected.

21. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the manufacturer on numerous occasions.

22. After a reasonable number of attempts, the manufacturer was unable to repair the nonconformities.

23. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of the Delaware Automobile Lemon Law.

24. Plaintiff has (1) given notice to the manufacturer and (2) provided an opportunity for final repair.

25. Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney's fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorney's fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

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

35. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C.

§2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorney's fees, and all court costs.

COUNT III
DELAWARE CONSUMER FRAUD ACT

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

40. Plaintiff is a "Person" as defined by 6 Del. C. §2511(5).

41. Defendant is a "Person" as defined by 6 Del. C. §2511(5).

42. Section 5009 of the Delaware Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Delaware Consumer Fraud Act, 6 Del. C. §2511 *et seq.*

43. In addition, the Consumer Fraud Act defines an "unlawful practice" as:

[t]he act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale, lease or advertisement of any merchandise, whether or not any person has in fact been misled, deceived or damaged thereby...

44. Plaintiff avers Defendant has violated this provision, as well as others of 6 Del. C. §2511 *et seq.*

45. Defendant's failure to comply with the warranties provided to the Plaintiff falls within the aforementioned definition of an "unlawful practice".

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorney's fees, and all court costs.

COUNT IV
UNIFORM COMMERCIAL CODE

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

47. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

Express Warranty;

Implied Warranty Of Merchantability; and

Implied Warranty Of Fitness For A Particular Purpose.

48. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

49. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

50. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

51. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, incidental and consequential damages, attorney's fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges, incidental and consequential damages, and attorney's fees and court costs.

KIMMEL & SILVERMAN, P.C.

/s/ W. Christopher Componovo (ID No: 3234)
W. CHRISTOPHER COMPONOVO, ESQ.
Attorney for Plaintiff
SILVERSIDE EXECUTIVE CENTER
501 SILVERSIDE RD., SUITE 118
WILMINGTON, DE 19809
PHONE (302) 791-9373
FAX (302) 791-9476

MILLSBORO		DE		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.
				1FTFX1ETXBF		10321	09/16/11	84321
				YEAR	MAKE	MODEL	COLOR	TAG NO.
				11	FORD	F150	WHITE	00129
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS	
038549			- -	B368F	00/00/00	029	CASH	
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE			
000.00	04/11/11	26	10318	09/16/11	04/11/11			

SERVICE & PARTS SPECIALS ARE ALWAYS BETTER WITH E-MAIL. GIVE US YOUR E-MAIL SO WE CAN PROVIDE YOU OUR SPECIALS. SEE US AT WWW.BOULEVARDAUTO.COM TODAY!! ALWAYS OPEN 24-7

HOURS: MON. THRU FRI. 7:30 TO 5:30 & SAT 8:00 TO 4:00
 CASH CHECK# CHARGE ACCOUNT#
 FORD MC VISA DISCOVER BATCH# _____ DATE _____

LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
A						
Com CHECK ENGINE LIGHT						
THE CHECK ENGINE LIGHT IS ON NOW OFF						
Cor IDS EEC TEST NO CODES SYSTEM PASS						
	591		A31			
Line Total.....						
B						
Com DRIVEABILTY						
WHEN SLOWING UP HAS HARSH SHIFT						
Cor ROAD TEST NORMAL SHIFTING AND CONVERTOR LOCK UP NOTED						
	78		A31			
Line Total.....						

Warranty Claim Type: F Authorization Code:

TOTAL-CUSTOMER NoCharge

CUSTOMER COPY - PAGE 01

STATEMENT OF DISCLAIMER
 The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records

NAV

[REDACTED] MILLSBORO		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.	
		1FTFX1ETXBF[REDACTED]		11095	09/29/11	84592 PART-CLOSE	
DE [REDACTED]		YEAR	MAKE	MODEL	COLOR	TAG NO.	
		11	FORD	F150	WHITE	00223	
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS
038549		[REDACTED]	- -	B368F	00/00/00	034	CASH
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE		
000.00	04/11/11	26	11095	09/27/11	04/11/11		
SERVICE & PARTS SPECIALS ARE ALWAYS BETTER WITH E-MAIL. GIVE US YOUR E-MAIL SO WE CAN PROVIDE YOU OUR SPECIALS. SEE US AT WWW.BOULEVARDAUTO.COM TODAY!! ALWAYS OPEN 24-7				HOURS: MON. THRU FRI. 7:30 TO 5:30 & SAT 8:00 TO 4:00 [] CASH [] CHECK# [] CHARGE ACCOUNT# [] FORD [] MC [] VISA [] DISCOVER BATCH# DATE			
LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT	
A							
Com CHECK ENGINE LIGHT THE CHECK ENGINE LIGHT IS ON. CUSTOMER STATES VEHICLE BUCKING AND JERKING.							
Cau TWO DEFECTIVE COIL AND PLUGS							
Cor CHECK AND ROAD TEST. VERIFY CONCERN. IDS TEST CODES P0299-P0305-P0306. POWER BALANCE TEST. #5 AND #6 CYLINDERS MISSING-COILS AND PLUGS FAILED. REMOVED ENGINE COVER, REMOVED AND REPLACE #5 AND #6 COIL AND PLUGS. REINSTALLED ENGINE COVER, RESET THE ENGINE PROGRAM RAM. CLEARED CODES, ROAD TEST-OK. RECHECK WITH IDS-NO CODES. OK.							
591		A32		SP 528 SPARK PLUG		2 W	
				BL3Z 12029 C COIL ASY - IGN		2 W	
				Line Total.....			
Warranty Claim Type: F				Authorization Code:			
				TOTAL-CUSTOMER		NoCharge	
CUSTOMER COPY - PAGE 01							

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records

MILLSBORO		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.	
		1FTFX1ETXBF		14788	10/28/11	85237	
DE		YEAR	MAKE	MODEL	COLOR	TAG NO.	
		11	FORD	F150	WHITE	00479	
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS
038549			- -	B368F	00/00/00	029	CASH
CUST LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE		
000.00	04/11/11	26	14788	10/25/11	04/11/11		
SERVICE & PARTS SPECIALS ARE ALWAYS BETTER WITH E-MAIL. GIVE US YOUR E-MAIL SO WE CAN PROVIDE YOU OUR SPECIALS. SEE US AT WWW.BOULEVARDAUTO.COM TODAY!! ALWAYS OPEN 24-7				HOURS: MON. THRU FRI. 7:30 TO 5:30 & SAT 8:00 TO 4:00 [] CASH [] CHECK# [] CHARGE ACCOUNT# [] FORD [] MC [] VISA [] DISCOVER BATCH# DATE			
LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT	
A	Com CHECK ENGINE LIGHT THE CHECK ENGINE LIGHT IS ON						
Cor	IDS TEST CODE PO430 CHECK FOUND LEFT SIDE CAT CONVERTOR BAD DISCONNECT AND REMOVE 2 O2 SENSORS AND REMOVE LEFT SIDE CONVERTOR REPLACE IT REINSTALL O2 SENSORS CLEAR CODE REROAD TEST PERAN IDS TEST SYSTEM NO CODES OK						
	591		A32				
			BL3Z 5E212 E CONVERTER ASY	1	W		
						Line Total.....	
B	Com REG. MAINT.						
Cor	CHANGE OIL AND FILTER-GAS ENGINES ONLY						
	30		A32		C	10.65	
			KIT500 OIL CHANGE	1	C	17.87	
			AA5Z 6714 B FILTER ASY - O	1	C		
			XO 5W30 BSP 5W30	6	C		
						Line Total..... 28.52	
C	Com LOANER						
	LOANER VEHICLE						
	90		A32				
							Line Total.....

CUSTOMER COPY - PAGE 01

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records

MILLSBORO		DE		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.
				1FTFX1ETXBF		14788	10/28/11	85237
CUST. NO.		LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS
038549				- -	B368F	00/00/00	029	CASH
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE			
000.00	04/11/11	26	14788	10/25/11	04/11/11			
SERVICE & PARTS SPECIALS ARE ALWAYS BETTER WITH E-MAIL. GIVE US YOUR E-MAIL SO WE CAN PROVIDE YOU OUR SPECIALS. SEE US AT WWW.BOULEVARDAUTO.COM TODAY!! ALWAYS OPEN 24-7					HOURS: MON. THRU FRI. 7:30 TO 5:30 & SAT 8:00 TO 4:00 [] CASH [] CHECK# [] CHARGE ACCOUNT# [] FORD [] MC [] VISA [] DISCOVER BATCH# DATE			
LINE	OP. CODE	FAIL-CD	TECH.	HOURS/OTY	TYPE	AMOUNT		
D +	Com MULTIPOINT INSPECTION REPORT MULTIPOINT INSPECTION COMPLETED							
	99P		A32	Line Total.....				
E -	Com CHECK BATTERY Cor BATTERY CONDITION IS GOOD							
	GBATT		A32	Line Total.....				
F +	Com TIRE CODE RED TIRES REQUIRE IMMEDIATE REPLACEMENT Cor TREAD DEPTH 3/32 OR LESS TIRE SHOULD BE REPLACED REAR TIRES							
	RTIRE		A32	Line Total.....				
G +	Com TIRE CODE GREEN TIRE TREAD AND WEAR ARE OK AT THIS TIME							
CUSTOMER COPY - PAGE 02								

STATEMENT OF DISCLAIMER
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On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records

MILLSBORO DE		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.	
		1FTFX1ETXBF		18626	12/02/11	85960 A EOD - C	
		YEAR	MAKE	MODEL	COLOR	TAG NO.	
		11	FORD	F150	WHITE	00320	
CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
038549			- -	B368F	00/00/00	034	CASH
CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE		
000.00	04/11/11	26	18626	11/23/11	04/11/11		
SERVICE & PARTS SPECIALS ARE ALWAYS BETTER WITH E-MAIL. GIVE US YOUR E-MAIL SO WE CAN PROVIDE YOU OUR SPECIALS. SEE US AT WWW.BOULEVARDAUTO.COM TODAY!! ALWAYS OPEN 24-7				HOURS: MON. THRU FRI. 7:30 TO 5:30 & SAT 8:00 TO 4:00 [] CASH [] CHECK# [] CHARGE ACCOUNT# [] FORD [] MC [] VISA [] DISCOVER BATCH# _____ DATE _____			
LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT	
A							
Com CHECK ENGINE LIGHT THE CHECK ENGINE LIGHT IS ON. STATES CHECK ENGINE LIGHT FLASHING YESTERDAY MORNING, THEN WENT OFF. LIGHT IS CURRENTLY OFF							
Cau NO CONCERN AT THIS TIME							
Cor IDS TEST NO CODES-SYSTEM PASS. CHECKED TSB AND SSM-NONE FOUND FOR CONCERN. ROAD TEST VEHICLE-NO PROBLEM FOUND							
		591	A32	Line Total.....			
Warranty Claim Type: F				Authorization Code:			
				TOTAL-CUSTOMER		NoCharge	

CUSTOMER COPY - PAGE 01

STATEMENT OF DISCLAIMER
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On behalf of servicing dealer, I hereby certify that the information contained herein is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with

			Service Advisor / Tag #		
			Chris DelGaudio		
			Work Phone		
			Vehicle Identification Number		
MILLSBORO, DE			1FTFX1ETXBF		
			Home Phone		Delivery Date
					In-Service Date
Year	Make	Model	Body	Color	License Number
2011	FORD	F-150	4X4 SUPERCAB 145"	OXFORD WHI	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<p>#1 - 09DIAG: ENGINE MECHANICAL DIAGNOSIS PER CUSTOMER REQUESTS CUSTOMER STATES CHECK ENGINE LIGHT CAME ON AND WAS FLASHING. ENGINE WAS MISFIRING. LASTE ABOUT ONE MINUTE AND STOPPED. LIGHT WENT OFF AND ENGINE RAN FINE. THE DAYS LATER LIGHT CAME ON AND STAYED ON BUT ENGINE RAN FINE. Caused by VERIFIED CONCERN, PCM KOEO PASS. CMDTC P0430, CATALYST EFFICIENCY BELOW THRESHOLD BANK 2. TSB 12 6 04. CHECK PIDS OK. REPROGRAM PCM PER TSB. CHECK MODE 6, NO MISFIRE. POWER BALANCE OK. Work performed by ANDY (AW) Installed BL3Z 5E212 E :CONVERTER ASY B Qty: 1 Installed W520514 S440 :NUT - ADJUSTING SCREW Qty: 2 Installed CL3Z 19E672 A :DEFLECTOR - AIR Qty: 1 Installed W711281 S300 :PIN - TRIM W Qty: 4 REPLACED LEFT CATALYTIC CONVERTER AND ADD DEVLECTO R PLATE CHECK CAC FOR EXCESSIVE WATER SPOTS, NONE. CLEARED CODES AND ROAD TEST. OK AT THIS TIME. OPERATES AS DESIGNED.</p>	<p>Warranty Warranty Warranty Warranty Warranty</p>
<p>#2 * GTIRE: PERFORMED COURTESY INSPECTION AND FOUND THAT TIRES ARE GREEN AND WEARING AS DESIGNED. NO FURTHER ACTION IS NEEDED AT THIS TIME Sub Total: .00</p>	
<p>#3 * GBATT: PERFORMED COURTESY INSPECTION AND FOUND THAT THE BATTERY WAS "GREEN" - WITHIN THE SPECIFICATIONS NOTED FOR THE BATTERY - NO FURTHER ACTION IS DUE AT</p>	

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

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

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

[REDACTED]			Service Advisor / Tag #		
[REDACTED]			Chris DelGaudio		
MILLSBORO, DE			Vehicle Identification Number		
[REDACTED]			1FTFX1ETXBF		
[REDACTED]			Delivery Date		
[REDACTED]			In-Service Date		
[REDACTED]			License Number		
Year	Make	Model	Body	Color	License Number
2011	FORD	F-150	4X4 SUPERCAB 145"	OXFORD WHI	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
THIS TIME	
THIS TIME	
Sub Total: .00	

#4 * GBK: PERFORMED COURTESY INSPECTION AND FOUND BRAKES WERE "GREEN" - WILL CONTINUE TO INSPECT BRAKES EACH VISIT - NO ACTION NEEDED AT THIS TIME	
Sub Total: .00	

* "CHECK OUT OUR EVERYDAY LOW PRICES"	

Your next service is due on 03/21/2013 at 47896 miles	
Service Due 99NEXT YOUR COURTESY REMINDER FOR YOUR NEXT APPOINTMENT HAS BEEN SET IN THE SYSTEM - YOU WILL RECEIVE A REMINDER CALL! THANKS	

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

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

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

Server: AWS QA
 Claims loaded through: 03-DEC-2012

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 04-DEC-12

Note: All Costs are in US Dollars Server Name: AWS QA Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTFX1ETXBF [REDACTED]	F6	T/F6	F	T/BD	T/AM	T/E	AF	T/C3	T/KW	15-MAR-2011	11-APR-2011	127583	USA	6	2B02	BL3Z	12029	C	F04	S11	V29	E29	42
AWS Claim Key:	<u>1214936</u>	Doc #:	084592A	Trx Code:	S07	Labor Hrs:	1.4	Labor Cost:	108.25	Material Cost:	128.1	Total Cost:	236.35										
Dlr Cd-Sub Cd:	01268-*	Name:	BOULEVARD FORD-LINCOLN	Ph:	302-8562561	St:	DE	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	27-SEP-2011	DIST(Mile):	11095								
Cust Comments:	CHECK ENGINE LIGHT THE CHECK ENGINE LIGHT IS ON. CUSTOMER STATES VEHICLE BUCKING AND JERKING.																						
Tech Comments:	TWO DEFECTIVE COIL AND PLUGS CHECK AND ROAD TEST. VERIFY CONCERN. IDS TEST CODES P0299 P0305 P0306. POWER BALANCE TEST. #5 AND #6 CYLINDERS MISSING COILS AND PLUGS FAILED. REMOVED ENGINE COVER, REMOVED AND REPLACE #5 AND #6 COIL AND PLUGS. REINSTALLED ENGINE COVER, RESET THE ENGINE PROGRAM RAM. CLEARED CODES, ROAD TEST OK. RECHECK WITH IDS NO CODES. OK.																						
1FTFX1ETXBF [REDACTED]	F6	T/F6	F	T/BD	T/AM	T/E	AF	T/C3	T/KW	15-MAR-2011	11-APR-2011	127583	USA	7	6Y20 *	TAPI *	F09	SXX	V99	A99	82		
AWS Claim Key:	<u>1527023</u>	Doc #:	085237H	Trx Code:	TAPI	Labor Hrs:	0	Labor Cost:	0	Material Cost:	0	Total Cost:	120										
Dlr Cd-Sub Cd:	01268-*	Name:	BOULEVARD FORD-LINCOLN	Ph:	302-8562561	St:	DE	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	25-OCT-2011	DIST(Mile):	14788								
Cust Comments:	ACCESSORIES TAP DAY LOANER																						
Tech Comments:	4 DAY TAP LOANER PROGRAM																						
1FTFX1ETXBF [REDACTED]	F6	T/F6	F	T/BD	T/AM	T/E	AF	T/C3	T/KW	15-MAR-2011	11-APR-2011	127583	USA	7	4C03	BL3Z	5E212	E	F04	S11	V29	E29	42
AWS Claim Key:	<u>1515496</u>	Doc #:	085237A	Trx Code:	S07	Labor Hrs:	1.9	Labor Cost:	146.91	Material Cost:	397.71	Total Cost:	544.62										
Dlr Cd-Sub Cd:	01268-*	Name:	BOULEVARD FORD-LINCOLN	Ph:	302-8562561	St:	DE	Ctry Cd:	USA	Reg Cd:	NA	Repr Date:	25-OCT-2011	DIST(Mile):	14788								
Cust Comments:	CHECK ENGINE LIGHT THE CHECK ENGINE LIGHT IS ON																						
Tech Comments:	IDS TEST CODE P0430 CHECK FOUND LEFT SIDE CAT CONVERTOR BAD DISCONNECT AND REMOVE 2 O2 SENSORS AND REMOVE LEFT SIDE CONVERTOR REPLACE IT REINSTALL O2 SENSORS CLEAR CODE REROAD TEST RERAN IDS TEST SYSTEM NO CODES OK																						

IFTFXIETXBF [REDACTED] F6 T/F6 F T/BD T/AM T/E AF T/C3 T/KW MAR-2011 2011 127583 USA 19 4C03 BL3Z 5E212 E F04 S11 V29 * 12
AWS Claim Key: 5589043 Doc #: 03494601 Trx Code: * Labor Hrs: 1 Labor Cost: 97.5 Material Cost: 417.28 Total Cost: 514.78
Dir Cd-Sub Cd: 02818-* Name: HERTRICH'S FORD LINCOLN OF MILFORD Ph: 302-4228071 St: * Ctry Cd: USA Reg Cd: NA Repr Date:15-OCT-2012 DIST(Mile):42896
Cust Comments: CUST STATES CEL WAS ON & FLASHING, ENG MISFIRING
Tech Comments: VERIFIED CONCERN, RTRVD DTC P0430. FOUND RELATED TSB 12-06-04. R&R LH CAT CNVTR. INSTALL CAC AIR DEFLECT PLATE & REPRGM PCM. RECHECKED OK

Any comments? You can contact



webmaster

GCQIS Report Analysis

Report Summary

Report 1 of 1

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Report# :	CJOB004 NHL	Received:	10/15/2012
CCRG/EPRC:	-	Date:	
Vehicle:	2011,F150 4X4 ,F150 ,SUP CAB,STYSD ,1FTFX1ETXBF [REDACTED]	Build Date:	03/15/2011
Odometer :	42,896 M	Engine:	3.5L-GTDI
Transmission:	6R80E	Axle:	3800F3.55L
Dealer:	USA 02818 Hertrich's Ford Lincoln of Mil	A/C:	YES
City:	Milford	Phone#:	(302) 422-8071
Originator:	ANDY WISE	State:	Delaware
Symptom:	5 57 3 39 DRV PERF,HESITATES/STUM,CRUISE/STEADY,INTERMITTENT		
Status:			
VFG:	V52 DRIVEABILITY		
Additional Symptom:	P0430 REPEACT CAT FAILURE		
Fix:	Causal Component :		
Condition Code:			

Hotliner: SMASSE16

Phone: 313 317-4491

Regn Cd: N4 Washington

Engineering:

Phone:

TAR:

Dlr Contact: ANDY WISE

Phone: 302 422-5452

Title Cde: T

KOEO: P0430

KOEC:

KOER:

Comments:

REPAIR 10/15/2012 10:18AM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:MIL ON, ENGINE RUNNING ROUGH DIAGNOSTICS:
CHECK CODES PCM P0430 TSB 12-6=4 PARTS REPLACED:HAD CAT REPLACED AT
14788 MILES 10/25/11 CLAIM NO# [REDACTED] TECH QUESTION:WILL THE CAT
NEED TO BE REPLACED AGAIN FOR TSB 12-6-4

RECOMM 10/15/2012 10:18AM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE
ANDREW, PLEASE NOTE THAT IF THE P0430 DTC HAS SET, THE BANK 2
CATALYST WILL REQUIRE REPLACEMENT. RECOMMEND TO REPLACE THE BANK 2
CATALYST AND CONTINUE WITH DIAGNOSIS TO DETERMINE THE CAUSE OF THE
FAILED CATALYST. PLEASE VERIFY THE PCM IS AT THE LATEST
CALIBRATION AND THE CAC DEFLECTOR IS INSTALLED, AS LISTED IN
HREF='HTTP://WWW.FORDTECHSERVICE.DEALERCONNECTION.COM/VDIRS/SPUBS/ANUM
Q.ASP?FLAVOR=DEALERS&SZARTICLE=12-6-4' TARGET='_BLANK'>TSB 12-6-4
. IF THE TSB HAS BEEN PERFORMED, PLEASE MONITOR MODE 6 AND POWER
BALANCE DATA TO DETERMINE IF A MISFIRE IS OCCURRING OR HAS OCCURRED,
CAUSING THIS CONCERN. IF MISFIRES ARE FOUND, RECOMMEND TO MONITOR
AND RECORD ALL ENGINE RELATED PIDS DURING THE CONCERN. COMPARE YOUR
RESULTS TO SECTION 6 OF THE PC/ED. THIS WILL HELP DETERMINE WHICH
COMPONENT OR SYSTEM MAY BE CAUSING THIS CONCERN. IF THE MISFIRE
CAN BE ISOLATED TO A PARTICULAR CYLINDER, RECOMMEND TO SWAP THE
IGNITION COMPONENTS FROM THE SUSPECT CYLINDER WITH A KNOWN GOOD
CYLINDER AND RE-EVALUATE THE CONCERN. IF THE MISFIRE FOLLOWS THE
COMPONENT SWAP, REPLACE THE FAULTY IGNITION COMPONENTS AND RE-EVALUATE
THE CONCERN. IF THE MISFIRE DOES NOT FOLLOW THE COMPONENT SWAP,
RECOMMEND TO PERFORM A HIGH AND LOW PRESSURE FUEL SYSTEM TEST ON THE
IDS. IF THE TESTS PASS, RECOMMEND TO PERFORM A MANUAL COMPRESSION TEST
ON ALL CYLINDERS. IF COMPRESSION IS LOW ON ANY CYLINDER, PERFORM A

CYLINDER LEAKAGE TEST TO DETERMINE WHERE THE LOSS OF COMPRESSION IS OCCURRING. IF NO CONCERNS CAN BE FOUND, PLEASE INSPECT THE CAC, CAC TUBING, AND THROTTLE PLATE FOR SIGNS OF WATER/WATER SPOTS (SOME MINOR CONDENSATION IS NORMAL). IF EXCESSIVE SIGNS OF WATER/WATER SPOTS ARE FOUND, PLEASE NOTE THAT THIS CONCERN IS CAUSED BY CONDENSATION BUILDING IN THE CAC. DUE TO THE EFFICIENCY OF THE CHARGE AIR COOLER, THERE MAY BE SOME CONDITIONS WHERE SOME CONDENSATION BUILDS IN THE CAC, EVEN WITH THE CAC SHIELD IN PLACE. VERY WET OR EXTREMELY HUMID CONDITIONS MAY ENHANCE THIS CONCERN. ENGINEERING IS CURRENTLY VALIDATING FIX INFORMATION FOR THIS CONCERN. A RELEASE DATE FOR FIX INFORMATION HAS NOT YET BEEN DETERMINED.

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Requester: MVALLA
Report Summary
Server: FCWS686

Ford Proprietary, Private

4-Dec-2012
Retention: None



Plaintiffs' allegations are based upon personal knowledge as to themselves and their own acts, and as to all other matters based upon information and belief or based upon the investigation made by Plaintiffs' counsel in this Complaint.

2. Nothing in this Complaint asserts, nor does it intend to assert, claims for wrongful death or personal injury, or damages from either such type of claim.

3. As of the date the Complaint was filed, Ford vehicles incorporating the 3.5-liter V6 EcoBoost engine include all of the following (collectively referred to as the "Vehicles"): 2010-2013 Lincoln MKS; 2010-2013 Lincoln MKT; 2010-2013 Ford Flex; 2010-2013 Ford Taurus SHO; 2011-2012 Ford F-150; and, 2013 Ford Explorer Sport. Due to a design, manufacturing, or assembly defect, the Vehicles are subject to sudden shuddering, shaking, rapid loss of power, and inappropriate transition to limp mode.

II. FACTUAL ALLEGATIONS

4. In 2008, Ford announced its introduction of new technology called EcoBoost, which, by combining direct injection and turbocharging, was designed to improve fuel economy by 20% while still providing a vehicle with superior performance. Ford claimed that driving performance was no different from that of a standard engine.

5. Ford planned to use the EcoBoost technology in 500,000 or more Ford, Lincoln, and Mercury vehicles annually in North America for the five years after the announcement. By 2013, Ford predicted that more than 90% of its North American nameplates would be available with EcoBoost technology. The 3.5-liter V6 EcoBoost engine is the subject of this action.

6. Ford marketed, distributed, and sold Vehicles with the 3.5-liter V6 EcoBoost engine in the Plaintiffs' states of domicile, as well as nationwide.

7. Ford knew or should have known at the time it began to advertise and sell the Vehicles that the 3.5-liter V6 EcoBoost engine contained serious latent design, manufacturing, or assembly defects that cause the Vehicles to shake, stumble, misfire, rapidly lose power, or go into “limp mode” during acceleration.

8. “Limp mode” is when the Vehicles’ engine controller recognizes that an important part is working incorrectly or not at all. Instead of switching the engine completely off, the engine controller applies “limp mode” to greatly reduce power but still allow the driver to find a suitable destination before further examining the Vehicle’s malfunctions.

9. According to investigation and Ford’s own admissions, the defect is caused by a buildup of moisture in a part of the engine called the Charge Air Cooler, otherwise known as the “intercooler.”

10. Acceleration by the driver causes more air to flow through the intake tube and creates a vacuum that pulls in the air and moisture from the tube into the engine.

11. The moisture pulled into the engine, depending upon the amount, causes the engine to shudder, shake violently, rapidly lose power, or go into limp mode.

12. These effects often occur while traveling at highway speeds, leaving Plaintiffs, Class members, and other drivers in precarious and sometimes life-threatening situations.

13. Plaintiffs believe that due to these defects, the Vehicles are dangerous, defective, and not fit for their intended purposes.

14. The defect has or will cost Plaintiffs and Class members money in repair costs and has resulted in extended periods of time when Plaintiffs are without their vehicles.

15. Despite the defect, Ford’s marketing campaign for the EcoBoost engine emphasizes its performance and reliability. Ford’s Advanced Engine Design and Development

Manager Brett Hinds stated the following: “[t]he secret to Ford’s EcoBoost system isn’t just the hardware – the key is the Ford control system. Our engineers have the right ‘recipes’ to integrate the various systems like engine, transmission and fuel management, resulting in a seamless, exhilarating driving experience.”

16. Ford further touted the durability and reliability of the 3.5-liter V6 EcoBoost engine in a media article dated September 3, 2008, that stated “[t]he EcoBoost is undergoing the durability and reliability tests that we put all Ford engines through, and the performance we are seeing shows that the 3.5-liter EcoBoost engine is a high quality, top-performing engine that meets or exceeds all our reliability targets and its deserving of Ford’s five-year/60,000 mile powertrain warranty.” The article continues to tout the reliability of the EcoBoost engine based upon testing that includes twenty individual dynamometer-level tests designed to push the engine to its limits verifying the reliability of the complete engine systems under maximum engine speeds, pay loads, coolant and oil temperatures, and various patterns of consumers’ driving behavior.

17. In an article dated September 23, 2010, Ford claims to have performed durability testing in the forests of Oregon, deserts of Baja, and on NASCAR tracks in Florida. As Ford called it, this was “torture testing” that starts with the engine running on a dynamometer, which reportedly simulated 150,000 miles of use. In various media, Ford further promoted these tests to suggest a high degree of reliability in the F-150’s 3.5-liter V6 EcoBoost engine in all kinds of conditions.

18. Ford made the same kind of representations about the 3.5-liter V6 EcoBoost engine in other Vehicles. For example, with regard to the 2010 Ford Taurus SHO, Ford claimed that “you enjoy the power output of a V8, with better fuel economy and lower emissions than a

naturally aspirated 8-cylinder engine. *All with immediate response, at any speed.*" (emphasis added).

19. Ford made similar representations in its brochure concerning its 2010 Lincoln MKS equipped with EcoBoost by saying that it has "exceptional launch and acceleration and smooth power on demand."

20. Through these and other statements and advertisements, Ford made material misrepresentations regarding the reliability, performance, and safety of its 3.5-liter V6 EcoBoost engine because purchasers of the Vehicles regularly experience lurching, shaking, and loss of power during acceleration caused by the defect in the 3.5-liter V6 EcoBoost engine.

21. At the time it made these representations, Ford knew or should have known that the 3.5-liter V-6 EcoBoost engine contained the defects described herein, and was neither safe nor reliable.

22. Three Technical Services Bulletins ("TSBs") concerning the F-150 alone demonstrate that Ford knew or should have known that the 3.5-liter V6 EcoBoost engine faced these defects. Despite three TSBs on the 2011 F-150, Ford did not recall the Vehicles, even though the defect creates an obvious risk of safety to F-150 truck owners with the 3.5-liter V6 EcoBoost engine as well as other drivers on the road. All of the Vehicles with the 3.5-liter V6 EcoBoost engine possess the same design defect.

23. For example, Ford published Technical Service Bulletin ("TSB") 12-6-4 concerning the 2012 Ford Truck F-150 4WD V6-3.5L Turbo only to its dealers, acknowledging the defect and providing a procedure it claimed would correct the defect by reprogramming the Vehicles' computers. Ford did not inform owners or the public about the TSB or the defect it was designed to correct, and instructed its dealers to apply the TSB only if the owner complained

about the defect. Owners of Vehicles that were beyond the warranty period were or will be required to pay to correct the defect, assuming such a repair is possible.

24. TSB 12-6-4 did not eliminate the defect. On October 30, 2012, Ford withdrew TSB 12-6-4 and published a second TSB, acknowledging that the first TSB was unsuccessful. The second TSB, TSB 12-10-19, was provided only to Ford dealers, and again Ford made no effort to make owners or lessees of the F-150s, owners or lessees of any other affected Vehicle, or members of the public aware of this dangerous situation. Like the earlier TSB, TSB 12-10-19 did not correct the defect.

25. On March 18, 2013, Ford published a third TSB, 13-3-3, concerning 2011-2012 F-150 trucks equipped with a 3.5-liter gasoline turbocharged direct injection (GTDI) EcoBoost engine. This TSB withdrew TSB 12-10-19 and, once again, attempts to provide a procedure to correct the defect. Like the earlier TSBs, it was only made available to Ford dealers.

26. Ford at no time has made any effort to notify owners or lessees of the F-150s or owners or lessees of other Vehicles containing the 3.5-liter V6 EcoBoost engine, or the buying public, of the defect. Nor did Ford let the owners or lessees of any Vehicles, or the buying public, know of the safety risk attendant to operation of a Vehicle with Ford's 3.5-liter V6 EcoBoost engine.

27. Moreover, Ford has not distributed the TSBs, issued a recall of the defective Vehicles, extended the duration of its Limited Warranty to cover this defect, or otherwise implemented a policy to repair the defect free of charge.

28. In cases in which Ford has attempted to repair the defect pursuant to TSB 12-6-4 and TSB 12-10-19, it has failed to do so, contrary to its Limited Warranty. Many Vehicle owners and lessees were nonetheless falsely told that the defect had been repaired. Despite the

several bulletins Ford has issued concerning various aspects of the EcoBoost technology, the National Highway Traffic Safety Administration (NHTSA) has received nearly 100 complaints concerning the defective 3.5-liter V6 EcoBoost engine. Representative examples include:

a. **ODINO 10441950, 2011 F-150, with fail date of 12/30/2011:**

TRYING TO ACCELERATE ONTO THE HIGHWAY THE ENGINE MISFIRED, STARTED WITH EXCESSIVE VIBRATION AND STARTED DECELERATING. THE ENGINE WOULD NOT RECOVER AND HAD TO COAST TO SHOULDER AND TURN OFF ENGINE. DURING DECELERATION, TRIED TO ADD THROTTLE SEVERAL TIEMS THROUGH ALL SPEED RANGES, BUT VIBRATION WAS EXCESSIVE AND NO ACCELERATION WAS ACHIEVED;

b. **ODINO 10452116, 2011 F-150, with fail date of 2/26/2011:**

VEHICLE LOST POWER AND SHOOK VIOLENTLY DURING HIGHWAY ON RAMP ACCELERATION. THIS HAS OCCURRED MULTIPLE TIMES AND PLACED ME AND MY FAMILY IN THE DIRECT PATH OF ONCOMING TRAFFIC WITH NO ABILITY TO ACCELERATE.

c. **ODINO 10393125, 2011 Ford Flex, with fail date of 1/1/2011:**

MY VEHICLE WILL ACT AS IF IT IS IN NEUTRAL WHEN I PULL AWAY FROM A STOP. THE ENGINE REVS WITH NO FORWARD MOVEMENT THEN THE TRANSMISSION /"BANGS/" INTO GEAR AND THE VEHICLE PROCEEDS. THE HESITATION COULD CAUSE AN ACCIDENT. THERE ARE NUMEROUS REPORTS FROM OTHER OWNERS ON THE FORDFLEX.NET FORUM ABOUT THIS, FORD HAS NOT BEEN ABLE TO HELP ME RECTIFY THE PROBLEM.

d. **ODINO 10440735, 2011 Ford Taurus, with fail date of 12/10/2011:**

JUST HOURS AFTER ROUTINE OIL AND FILTER CHANGE, I PULLED OUT ONTO THE HIGHWAY, ACCELERATING TO ACCESS THE ROADWAY AT A REASONABLE SPEED OF TRAFFIC. THE ENGINE BEGAN TO SLOW, AND THEN STOPPED COMPLETELYNO POWER, NOTHING!!!! I WAS ALMOST REAR-ENDED AND CATAPULTED ONTO ONCOMING TRAFFIC. THE DEALERSHIP WAS CONTACTED AND BROUGHT THE CAR IN . . .

29. Based upon its conduct, and as will be shown through discovery, Plaintiffs believe that Ford has known about the dangerous defect in its 3.5-liter V6 EcoBoost engines before,

during, and after it sold and leased the Vehicles to Plaintiffs and the other Class members and failed to disclose it to Ford owners and lessees or the public.

30. In support of Plaintiffs' allegations that Ford knew about the defects in the 3.5-liter V6 EcoBoost engines prior to their introduction into some models, it issued TSBs 11-8-19, 11-5-3, and 10-17-10 concerning repairs needed for EcoBoost engines running rough, hesitating, and shuddering, all of which pre-date Ford's introduction of the 3.5-liter V6 EcoBoost engine into the 2011 and 2012 F-150 truck models.

31. For these and other reasons to be learned through the course of discovery, Ford knew or should have known about the defect and should have repaired and/or recalled the Vehicles based upon the attendant safety risk, and the owners or lessees should have been compensated for the losses caused by the defects.

32. Purchasers of the F-150 trucks with the 3.5-liter V6 EcoBoost engine paid at least \$1,700 more to obtain an Eco-Boost model rather than a model with the standard engine used in Ford's F-150s. Purchasers of other Vehicles employing the 3.5-liter V6 EcoBoost engine also paid additional premiums for incorporation of the EcoBoost technology into their Vehicles.

33. Had Plaintiffs and the other Class members known about the intercooler defect at the time of purchase, they would not have purchased the Vehicles or would have paid substantially less for them.

34. Plaintiffs therefore bring this action on behalf of a proposed class of similarly-situated Vehicle owners and lessees throughout Ohio and nationwide.

III. JURISDICTION

35. This Court has jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The proposed class consists of 100 or more members and the aggregated

claims of the individual class members exceed the sum or value of \$5,000,000, exclusive of costs and interest. In addition, at least one class member has diversity of citizenship from Ford.

36. This Court has jurisdiction over Ford because it is registered to conduct business in Ohio, has sufficient minimum contacts in Ohio, or otherwise purposefully or intentionally avails itself of the markets within Ohio, through promotion, sales, marketing, and distribution of the Vehicles at issue in Ohio, to render the exercise of jurisdiction by this Court proper and necessary.

IV. VENUE

37. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this District. Plaintiffs Davisson and Betz purchased Vehicles in this District, and Ford has marketed, advertised, sold, and leased the Vehicles within this District.

V. PARTIES

A. Plaintiffs

(1) [REDACTED]

38. Plaintiff [REDACTED] is a resident of Obetz, Ohio, with her domicile there, who owns a 2010 Ford Taurus SHO equipped with a 3.5-liter V6 EcoBoost engine (VIN# 1FTFW1ET6CF [REDACTED]), which she purchased from Ricart Ford, an authorized Ford dealership located in Columbus, Ohio. Unknown to Plaintiff Angela Davisson at the time of purchase, her Taurus is subject to sudden shuddering, shaking, rapid loss of power, and inappropriate transition to limp mode.

39. In addition, Plaintiff E. Rod Davisson, also a resident with his domicile in Obetz, Ohio and Plaintiff [REDACTED] husband, owns a 2012 Ford F-150 (VIN

#1FAHP2KT9AG [REDACTED] equipped with a 3.5-liter V6 EcoBoost engine, which he purchased from Ricart Ford, an authorized Ford dealership located in Columbus, Ohio. Unknown to Plaintiff [REDACTED] at the time of purchase, his F-150 is subject to sudden shuddering, shaking, rapid loss of power, and inappropriate transition to limp mode.

40. Despite Plaintiffs [REDACTED] lack of knowledge of the defect at the time of purchase, Ford knew or should have known that the defect existed, especially based upon its extensive testing of the 3.5-liter V6 EcoBoost engine. Nonetheless, Ford did not disclose the defect to Plaintiffs [REDACTED] and they purchased their Taurus and F-150 under the reasonable but mistaken belief that their vehicles would be safe and reliable.

41. Since Plaintiff [REDACTED] purchased her Taurus, on numerous occasions she has experienced rapid loss of power and stalling when she has attempted to accelerate. In addition, while driving [REDACTED] Taurus, Plaintiff [REDACTED] tried to accelerate from a dead stop when the Taurus went into limp mode while pulling into oncoming traffic. On yet another occasion, the Taurus went into limp mode just as Plaintiff [REDACTED] changed lanes in front of a tractor trailer. On the occasions described above and other occasions, Plaintiffs [REDACTED] barely escaped severe bodily harm, or even death.

42. Ricart Ford has attempted a number of times to repair Plaintiff [REDACTED] Taurus based upon the available TSBs to no avail. At this point, she fears for her and her family's safety every time she drives her Taurus.

43. Plaintiffs [REDACTED] saw advertisements for and representations about Ford's 3.5-liter V6 EcoBoost engine for months before they purchased their Taurus and F-150, including television, print media, billboards, brochures at the dealership,

and on the internet. For instance, Plaintiffs [REDACTED] extensively researched Ford's representations concerning the safety and reliability of their Taurus and F-150 on its website and through other websites.

44. Although Plaintiffs [REDACTED] cannot quote precise language from the various publications, they recall ensuring that safety and reliability were elements in the advertisements. They specifically recalled viewing a commercial touting the EcoBoost engine's introduction into the F-150 as a powerful and reliable alternative to a standard gasoline engine. In addition, [REDACTED] recalls watching a video concerning a head-to-head comparison with the Dodge Ram, as well as other online videos promoting the EcoBoost engine as a reliable alternative to a standard gasoline engine.

45. Had those advertisements and any other materials viewed by Plaintiffs Angela [REDACTED] disclosed that the Vehicles could suddenly shudder, shake, rapidly lose power, and inappropriately transition to limp mode, they would not have purchased the Taurus or the F-150 with the added EcoBoost technology, or certainly would not have paid as much for their vehicles as they did.

46. Plaintiffs [REDACTED] have suffered injury because they paid more for their Taurus and F-150 than they should have. Both Plaintiff [REDACTED] [REDACTED] vehicles are worth less than they would have been but for Ford's defect. Plaintiffs [REDACTED] purchase price for their vehicles was based upon the value of a vehicle free from defects.

(2) David Betz

47. Plaintiff [REDACTED] is a resident of Columbus, Ohio, with his domicile there, who owns a 2011 Ford F-150 4X2 with an EcoBoost 3.5-liter V6 engine (VIN

#1FTFW1CT1BF [REDACTED]), which he purchased from Dick Masheter Ford, an authorized Ford dealership located in Columbus, Ohio. Unknown to Plaintiff [REDACTED] at the time of purchase, his F-150 is subject to sudden shuddering, shaking, rapid loss of power, and inappropriate transition to limp mode.

48. Despite Plaintiff [REDACTED] lack of knowledge of the defect at the time of purchase, Ford knew or should have known that the defect existed, especially based upon its extensive testing concerning the 3.5-liter V6 EcoBoost engine. Nonetheless, Ford did not disclose the defect to Plaintiff [REDACTED] so Plaintiff [REDACTED] purchased his F-150 under the reasonable but mistaken belief that his truck would be safe and reliable.

49. Since Plaintiff [REDACTED] purchased his F-150, he has experienced lack of power when he has attempted to accelerate, most recently being less than a month before the Complaint was filed.

50. Plaintiff [REDACTED] saw advertisements for and representations about Ford's 3.5-liter V6 EcoBoost engine before he purchased his F-150, including television, print media, billboards, brochures at the dealership, and on the internet for months before he purchased his F-150. For instance, he extensively researched Ford's representations concerning the safety and reliability of his F-150 on its website and through truck enthusiast websites.

51. Although Plaintiff [REDACTED] cannot quote precise language from the various publications, he recalls ensuring that safety and reliability were elements in the advertisements. He specifically recalled viewing Ford's videos concerning its reliability tests conducted in the logging industry, NASCAR tracks, and Baja desert conditions. From his research into Ford's representations, he expected that the EcoBoost technology he purchased was safe and reliable.

52. Had those advertisements and any other materials viewed by Plaintiff [REDACTED] disclosed that the Vehicles could suddenly shudder, shake, rapidly lose power, and inappropriately transition to limp mode, he would not have purchased his F-150 with the added EcoBoost technology, or certainly would not have paid as much for it as he did.

53. Plaintiff [REDACTED] has suffered injury because he paid more for his F-150 than he should have. Plaintiff [REDACTED] vehicle is worth less than it would have been but for Ford's defect. Plaintiff [REDACTED] purchase price for his vehicle was based upon the value of a vehicle free from defects.

B. Defendant

54. Defendant Ford Motor Company is a Delaware corporation with its headquarters in Dearborn, Michigan, and registered to conduct business in all fifty states and the District of Columbia.

55. At all times relevant to this suit, Ford Motor Company was engaged in the business of designing, manufacturing, assembling, marketing, distributing, and selling Vehicles in Ohio and throughout the United States.

VI. CLASS ALLEGATIONS

56. Plaintiffs bring this action pursuant to Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of themselves and all others similarly situated. Plaintiffs seek to represent a class (the "Nationwide Class") initially defined as the following:

All current and former owners or lessees of a Vehicle (as defined above) in the United States.

57. Additionally, Plaintiffs seek to represent the following class (the "Ohio State Class") initially defined as the following:

All current and former owners or lessees of a Ford Vehicle (as defined above), residing in the State of Ohio and/or who purchased or leased such a vehicle in the State of Ohio..

58. Excluded from the Nationwide Class and the Ohio State Class are individuals who have claims for personal injury resulting from the defect in the intercooler in the Vehicles. Also excluded from both Classes are Ford, any entity in which Ford has a controlling interest, any officer, director, or employee of Ford, and current or former Ford dealer, or any successor or assign of Ford. In addition, any judge to whom the case is assigned as well as his or her immediate family and staff are excluded, as well as anyone who purchased a Vehicle for purpose of resale.

59. This action has been brought and may be properly maintained on behalf of the Nationwide and Ohio State Class proposed herein under Federal Rule of Civil Procedure 23.

60. Numerosity: Members of the Nationwide and Ohio State Class are so numerous that their individual joinder in this case is impracticable. Upon information, belief, and reasonable research, Ford has sold hundreds of thousands of the Vehicles in the United States. Although the exact number of Class members and their addresses are currently unknown to Plaintiffs, they are readily ascertainable from Ford's records and/or through other sources. Class members may be notified of the pendency of this action by mail and/or electronic mail, supplemented (if deemed necessary or appropriate by the Court) by published notice.

61. Existence and predominance of common questions: Common questions of law and fact exist as to Plaintiffs and all other members of the Nationwide and Ohio State Class and predominate over questions affecting only individual Class members. These common questions include:

- a. Whether the 3.5-liter V6 EcoBoost engine has a defect that makes Vehicles shake, stumble, misfire, rapidly lose power, or go into limp mode;
 - b. Whether Ford designed, manufactured, marketed, and distributed Vehicles with a defective intercooler and related air intake tubing;
 - c. Whether Plaintiffs' and the other Class members' Vehicles have a lower market value as a result of the defective intercooler and air intake system;
 - d. Whether Ford knew or should have known that the intercooler defect would lead to Vehicles' shaking, stumbling, misfiring, rapidly losing power, and/or the Vehicles' going into limp mode;
 - e. Whether the defective nature of the intercooler and air intake system associated with the 3.5-liter V6 EcoBoost engine or of Ford's replacement program constitute material facts;
 - f. Whether Ford has a duty to disclose the defective nature of the intercooler and air intake system associated with the 3.5-liter V6 EcoBoost engine to Plaintiffs and the other Class members;
 - g. Whether Ford has engaged in unlawful, unfair, or fraudulent business practices;
 - h. Whether Plaintiffs and the other Class members are entitled to equitable relief, including, but not limited to, restitution or injunctive relief; and,
 - i. Whether Plaintiff and the other Class members are entitled to damages and other monetary relief and, if so, in what amount.
62. Typicality: Plaintiffs' claims are typical of the claims of the other Nationwide and/or Ohio State Class members because, among other things, Plaintiffs purchased or leased the

Vehicles with the same 3.5-liter V6 EcoBoost engine found in the Vehicles owned by the other Class members.

63. Adequacy: Plaintiffs are adequate representatives of the Nationwide and Ohio State Class because their interests do not conflict with the interests of the members of the Nationwide and Ohio State Class they seek to represent. Plaintiffs have retained counsel competent and experienced in complex class litigation, and Plaintiffs intend to vigorously prosecute this action. The interests of members of the Nationwide and Ohio State Class will be fairly and adequately protected by Plaintiffs and their counsel.

64. Superiority: The class action is superior to other available means for the fair and efficient adjudication of the claims of Plaintiffs. While substantial, the damages suffered by each individual Nationwide and Ohio State Class member do not justify the burden and expense of individual prosecution of the complex and extensive litigation required by Ford's conduct. Further, it would be virtually impossible for the members of the Nationwide and Ohio State Class to individually and effectively redress the wrongs done to them. Even if the members of the Nationwide and Ohio State Class themselves could afford individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all parties and the court system presented by the complex legal and factual issues of this case. By contrast, the class action device presents far fewer management difficulties, and it provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

65. In the alternative, the Nationwide and Ohio State Class may be certified because:
- a. The prosecution of separate actions by the individual members of the Nationwide and Ohio State Class would create a risk of inconsistent or varying adjudication

with respect to individual Class members which would establish incompatible standards of conduct for Ford;

- b. The prosecution of separate actions by individual Class Members would create a risk of adjudications with respect to them which would, as a practical matter, be dispositive of the interests of other Class Members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and,
- c. Ford has acted or refused to act on grounds generally applicable to the Nationwide and State Classes, thereby making appropriate final and injunctive relief with respect to the members of the Nationwide Class and Ohio State Class as a whole.

VII. VIOLATIONS ALLEGED

A. Claim Brought on Behalf of the Nationwide Class

COUNT ONE
VIOLATIONS OF MAGNUSON-MOSS FEDERAL WARRANTY ACT
15 U.S.C. § 2301, et seq.
(Brought on behalf of the Nationwide Class)

66. The foregoing Paragraphs 1 through 65 of this Complaint are expressly incorporated as if fully re-written and re-alleged herein.

67. Plaintiffs [REDACTED] and [REDACTED] (“Plaintiffs,” for the purposes of the Nationwide Class’s claims) bring this Count on behalf of the Nationwide Class (the “Class,” for purposes of this Count).

68. Ford’s Vehicles constitute “consumer products,” as defined in 15 U.S.C. § 2301.

69. Plaintiffs and the other Class members are “consumers,” as defined in 15 U.S.C. § 2301.

70. Ford is a “supplier” of the consumer products to consumers and a “warrantor,” as defined in 15 U.S.C. § 2301.

71. Ford made written and implied warranties regarding the Vehicles, as defined in 15 U.S.C. § 2301.

72. Ford violated the Magnuson-Moss Federal Warranty Act by its failure to comply with the written and implied warranties that it made to Plaintiffs and the other Class members. *See* 15 U.S.C. § 2301, *et seq.*

73. Plaintiffs and the other members of the Class sustained damages as a proximate result of Ford’s violation of its written and/or implied warranties.

B. Claims Brought on Behalf of the Ohio State Class

**COUNT TWO
BREACH OF IMPLIED WARRANTY IN TORT
(Brought on behalf of the Ohio State Class)**

74. The foregoing Paragraphs 1 through 65 of this Complaint are expressly incorporated as if fully re-written and re-alleged herein.

75. Plaintiffs [REDACTED] and [REDACTED] (“Plaintiffs,” for the purposes of the Ohio State Class’s claims) bring this Count on behalf of the Ohio State Class (the “Class,” for purposes of this Count).

76. Ford marketed, sold, and warranted the Vehicles equipped with the 3.5-liter V6 EcoBoost engine in Ohio.

77. The Vehicles contained a design defect, namely, an intercooler that causes condensation to accumulate through the air intake system that gets sucked into the engine upon acceleration, causing shuddering, shaking, rapid loss of power, and “limp mode” engine performance.

78. The design, manufacturing, and/or assembly defect existed at the time these Vehicles containing the 3.5-liter V6 EcoBoost engine left the hands of Ford.

79. Based upon the dangerous product defect and its certainty to occur, Ford failed to meet the expectations of a reasonable consumer. The Vehicles failed their ordinary, intended use because the air cooling system and 3.5-liter V6 EcoBoost engine present a serious danger to Plaintiffs and the other Class members that cannot be eliminated without significant and expensive repairs.

80. The design defect in the 3.5-liter V6 EcoBoost engine of these Vehicles was the direct and proximate cause of economic damages to Plaintiffs, as well as damages incurred or to be incurred by each of the other Class members.

COUNT THREE
VIOLATIONS OF OHIO'S CONSUMER SALES PRACTICE ACT
(Ohio Rev. Code § 1345.01, et seq.)
(Brought on behalf of the Ohio State Class)

81. The foregoing Paragraphs 1 through 65 of this Complaint are expressly incorporated as if fully re-written and re-alleged herein.

82. Plaintiffs [REDACTED] and [REDACTED] (“Plaintiffs,” for the purposes of the Ohio State Class’s claims) bring this Count on behalf of the Ohio State Class (the “Class,” for purposes of this Count).

83. At all times relevant to this suit, Defendants was a “supplier[s],” as defined in the Ohio Consumer Sales Practice Act, Ohio Rev. Code § 1345.01.

84. At all times relevant to this suit, Plaintiffs and the other Class members were “consumers,” as defined in the Ohio Consumer Sales Practice Act, Ohio Rev. Code § 1345.01.

85. At all times relevant to this suit, Plaintiffs and the other Class members purchased their Vehicles with the 3.5-liter V6 EcoBoost engine as part of a “consumer transaction,” as defined by Ohio Rev. Code § 1345.01(A).

86. As a result of placing defective products into the stream of commerce, Ford breached its implied warranty in tort. A vehicle manufacturer’s breach of an implied warranty has previously been declared by Ohio courts to be an unfair and deceptive act, as defined in Ohio Rev. Code § 1345.09(B). *Mason v. Mercedes Benz USA, LLC*, No. 85031, 2005 Ohio App. Lexis 3911 (8th Dist. Aug. 18, 2005).

87. Ford committed unfair and deceptive acts in violation of Ohio’s Consumer Sales Practice Act by knowingly placing into the stream of commerce the defectively designed or manufactured Vehicles likely to shake, stumble, misfire, rapidly lose power, or go into limp mode upon acceleration. The defective intercooler system constitutes a dangerous, safety-related defect. Moreover, Ford committed an unfair, deceptive, and unconscionable act by knowingly concealing the defects in the 3.5-liter V6 EcoBoost engine and failing to warn Vehicle owners and/or lessees of this defect.

88. In addition, Ford refused or failed to pay for or contribute to the cost of repairing/replacing/retrofitting the Vehicles with Ford’s redesigned intercoolers for Vehicles that fall outside Ford’s Limited Warranty.

89. Further, Ford, as reflected by the facts alleged elsewhere in this Complaint, made representations and/or public statements about the reliability of its 3.5-liter V6 EcoBoost engine performance, which are unfair and deceptive in violations of Ohio law.

90. Ford committed these and other unfair and deceptive acts with regard to the marketing and sale of the Vehicles equipped with the 3.5-liter V6 EcoBoost engine. Ford is

liable to Plaintiffs and the other Class members under Ohio Rev. Code § 1345.09 for damages for economic loss suffered by Plaintiffs and the other Class members as a result of the defect.

91. Plaintiffs and the other Class members are entitled to compensatory damages, injunctive/equitable relief, and attorneys' fees pursuant to Ohio Rev. Code § 1345.09.

92. The Ohio Attorney General made available for public inspection prior state court decisions which have held that the acts and omissions of Ford as detailed in this Complaint, including, but not limited to, the failure to honor both implied warranties and express warranties, the making and distribution of false, deceptive, and/or misleading representations, and the concealment and/or non-disclosure of a dangerous defect, constitute deceptive sales practices in violation of Ohio's Consumer Sales Practices Act. These cases include, but are not limited to, the following:

- a. *State ex rel.* [REDACTED] *v. Ford Motor Co.* (OPIF #10002123);
- b. *State ex rel.* [REDACTED] *v. Bridgestone/Firestone, Inc.* (OPIF #10002025);
- c. [REDACTED] *v. Hewlett-Packard Co.*, No. 20744, 2002 Ohio App. LEXIS 1573 (Ohio Ct. App. Apr. 10, 2002) (OPIF #10002077);
- d. [REDACTED] *v. MarineMax of Ohio*, No. OT-06-010, 2007 Ohio App. LEXIS 525 (Ohio Ct. App. Feb. 9, 2007) (OPIF #10002388);
- e. *State ex rel.* [REDACTED] *v. Craftmatic Organization, Inc.* (OPIF #10002347);
- f. [REDACTED] *et al v. Joseph Airport Toyota, Inc.* (OPIF #10001586);
- g. *State ex rel.* [REDACTED] *v. Harold Lyons, et al.* (OPIF #10000304);
- h. [REDACTED] *v. Mazda Motor of America, Inc.*, (OPIF #10001427);
- i. [REDACTED] *v. Don Lewis*, (OPIF #100001995);
- j. [REDACTED] *v. Performance Mitsubishi aka Automanage*, (OPIF #10001326);
- k. [REDACTED] *v. Harry Williams dba Butch's Auto Sales*, (OPIF #10001524); and,

1. [REDACTED] v. *Spears*, (OPIF #10000403).

**COUNT FOUR
NEGLIGENCE
(Brought on behalf of the Ohio State Class)**

93. The foregoing Paragraphs 1 through 65 of this Complaint are expressly incorporated as if fully re-written and re-alleged herein.

94. Plaintiffs [REDACTED] and [REDACTED] (“Plaintiffs,” for the purposes of the Ohio State Class’s claims) bring this Count on behalf of the Ohio State Class (the “Class,” for purposes of this Count).

95. Ford negligently designed or manufactured the intercoolers found in the 3.5-liter V6 EcoBoost engine in all of the Vehicles sold in Ohio.

96. Ford owed Plaintiffs and the other Class members the duty to design and manufacture the Vehicles in such a way as to ensure that moisture would not be introduced into the engine during acceleration, causing severe malfunctioning of the engine.

97. As a direct and proximate result of Ford’s negligence, Plaintiffs and the other Class members have sustained damages.

**COUNT FIVE
BREACH OF EXPRESS WARRANTY
(Brought on behalf of the Ohio State Class)**

98. The foregoing Paragraphs 1 through 65 of this Complaint are expressly incorporated as if fully re-written and re-alleged herein.

99. Plaintiffs [REDACTED] and [REDACTED] (“Plaintiffs,” for the purposes of the Ohio State Class’s claims) bring this Count on behalf of the Ohio State Class (the “Class,” for purposes of this Count).

100. In its Limited Warranty and in advertisements, brochures, and through other statements in the media, Ford expressly warranted that it would repair or replace defects in material or workmanship free of charge if they manifested during the warranty period. For example, Ford provides the following language in its 2012 F-150 Warranty Guide:

Under your New Vehicle Limited Warranty if:

-your Ford vehicle is properly operated and maintained, and

-was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factor workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. For this reason, Ford provides the New Vehicle Limited Warranty in order to remedy any such defects that result in vehicle part malfunction or failure during the warranty period.

101. Ford's Limited Warranty, as well as advertisements, brochures, and other statements in the media regarding the Vehicles, formed the basis of the bargain that was reached when Plaintiffs and the other Class members purchased their Vehicles equipped with a 3.5-liter V6 EcoBoost engine from Ford.

102. Ford breached this warranty by selling vehicles with known defects in material or workmanship to Plaintiffs and the other Class members.

103. Ford further breached this warranty by failing to repair or replace Plaintiffs' and the other Class members' Vehicles' 3.5-liter V6 EcoBoost engines.

104. As a result of Ford's actions, Plaintiffs and the other Class members have suffered economic damages, including, but not limited to, costly repairs, loss of use of the vehicles, substantial loss in value and resale value of the vehicles, and other damages.

105. Ford's attempt to disclaim or limit these express warranties vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, but without limitation, Ford's warranty limitation is unenforceable because Ford knowingly sold a defective product without informing consumers about the defect and purposefully endeavored to conceal the defect until such time that the Vehicles were out of warranty. Also, Ford did not conspicuously disclose the various disclaimers and limitations as required by Ohio law. Further, even when the defect manifested during the warranty period, Ford refused to properly repair the Vehicle under warranty.

106. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Plaintiffs and Class members. Among other things, Plaintiffs and the other Class members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the other Class members, and Ford knew or should have known that the its Vehicles equipped with a 3.5-liter V6 EcoBoost engine were defective at the time of sale and would fail well before their useful lives.

107. Plaintiffs and the other Class members have complied with all obligations under the warranty, including but not limited to notice of breach, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

108. As a direct and proximate result of Ford's negligence, Plaintiffs and the other Class members have sustained damages.


REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the other members of the Nationwide and Ohio State Class they respectively seek to represent, as proposed in this Complaint, respectfully request that the Court enter judgment in their favor and against Defendant Ford Motor Company, as follows:

1. certification of the proposed Nationwide and Ohio State Class, including appointment of Plaintiffs' counsel as Class Counsel;
2. an order temporarily and permanently enjoining Defendant Ford Motor Company from continuing the unfair business practices alleged in this Complaint;
3. injunctive relief in the form of a recall or free replacement program;
4. costs, restitution, damages, including punitive damages, and disgorgement in an amount to be determined at trial;
5. an order requiring Defendant to pay both pre- and post-judgment interest on any amounts awarded;
6. an award of costs and attorneys' fees; and
7. such other or further relief as may be appropriate.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial for all claims so triable.


ISAAC, BRANT, LEDMAN & TEETOR, LLP
*One of the Attorneys for Plaintiffs and the
Proposed Class*

Respectfully submitted,



Mark H. Troutman (0076390)

Gregory M. Travalio (0000855)

Mark Landes (0027227)

**ISAAC, BRANT, LEDMAN
& TEETOR, LLP**

250 East Broad Street, Suite 900

Columbus, Ohio 43215

Tel: 614-221-2121

Fax: 614-365-9516

gmt@isaacbrant.com

ml@isaacbrant.com

mht@isaacbrant.com

Adam Levitt (by MHT/0076390)

Adam J. Levitt (to be admitted *pro hac vice*)

John Tangren (to be admitted *pro hac vice*)

GRANT & EISENHOFER P.A.

30 North LaSalle Street, Suite 1200

Chicago, Illinois 60602

Tel: (312) 214-0000

Fax: (312) 214-0001

alevitt@gelaw.com

jtangren@gelaw.com

William Hoese (by MHT/0076390)

Joseph C. Kohn (to be admitted *pro hac vice*)

William E. Hoese (to be admitted *pro hac vice*)

Craig W. Hillwig (to be admitted *pro hac vice*)

KOHN, SWIFT & GRAF, P.C.

One South Broad Street, Suite 2100

Philadelphia, Pennsylvania 19107

Tel: (215) 238-1700

Fax: (215) 238-1968

jkohn@kohmswift.com

whose@kohmswift.com

chillwig@kohmswift.com

Attorneys for Plaintiffs and the Proposed Class



Krohn & Moss, Ltd.

(Arizona, California, Florida, Illinois, Indiana, Kentucky, Minnesota, Missouri, Nevada, Ohio, Wisconsin, Washington, DC)

Main Office

10 N. Dearborn St., 3rd Floor

Chicago, IL 60602

www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 Ext.274

Writer's Direct Facsimile
(866) 289-0898

Writer's Direct E-Mail
ekaczander@consumerlawcenter.com
www.krohnandmoss.com

Writer licensed to practice in
Illinois, Kentucky and Minnesota

OAC LIT 2013MAR6 PM4:56

February 26, 2013

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

13 MAR -5 AM 1:23

CONSUMER AFFAIRS
SECTION

RE: [REDACTED] v. Ford Motor Company
Vehicle: 2011 Ford F-150
VIN: 1FTFW1ET9BF [REDACTED]

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective transmission as evidenced by transmission slipping and vehicle bucking;
2. Defective engine as evidenced by repeated illumination of the check engine light, smoke coming from engine, engine sluggish during acceleration and engine misfiring; and

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

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be

February 26, 2013

liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

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

Sincerely,

Eric Kaczander
Attorney at Law

EK/tm

CC: 

MORRIE'S
B U F F A L O



MORRIE'S

PARTS & SERVICE GROUP

FORD / MERCURY

Main# 763-682-1622

Service Direct 763-765-1951

Service Fax 763-765-1978

www.morriesbuffalofordstore.com

12550 Wayzata Blvd.
Minnetonka, MN 55305

763-229-6750



0105IFOC9738588

CUSTOMER NO. 474010	ADVISOR SHAWN BECHTOLD	TAG NO. 9440	INVOICE DATE 03/18/13	CELL: [REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 26,963	COLOR WHT PLAT ME
ALBERTVILLE, MN	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW	DELIVERY DATE 03/30/11	DELIVERY MILES 546	STOCK NO. FOCS738588
[REDACTED]	VEHICLE I.D. NO. 1FTFW1ET9BF [REDACTED]	SELLING DEALER NO. 35926	PRODUCTION DATE	[REDACTED]
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	R.T.E. NO.	P.O. NO.	R.O. DATE 03/18/13
COMMENTS				

JOB # 5 TOTAL LABOR & PARTS 0.00

COMMENTS
LOANER

TOTALS

Service Department - Hours of Operation
Monday - Friday 6:30a - 6:00p
Saturday 7:00a - 3:00p
Sunday Closed

SHOULD YOU HAVE ANY QUESTIONS ABOUT YOUR VEHICLE OR THE SERVICES PERFORMED, PLEASE CALL YOUR SERVICE ADVISOR OR LOREN MISJAK, SERVICE DIRECTOR FOR FORD / MERCURY SERVICE.

 * [] CASH [] CHECK CHK# [] *
 * [] VISA [] MASTERCARD [] DISCOVER *
 * [] AMEX [] OTHER [] CHARGE *

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

MO- 26965

ONE NUMBER ALL LOCATIONS

952-797-1775

OR TOLL FREE

800-979-1775

morries.com

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

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EQUIPMENT UNLESS
OTHERWISE SPECIFIED.



BUY HAPPY™

CHARGE CUSTOMERS
REMIT TO:

MORRIE'S PARTS &
SERVICE GROUP
12550 Wayzata Blvd.
Minnetonka, MN 55305

THANK-YOU

MORRIE'S
BUFFALO



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12550 Wayzata Blvd.
Minnetonka, MN 55305



0105IPOCS738588

CELL: [REDACTED]

CUSTOMER NO. 474010	ADVISOR SHAWN BECHTOLD	TAG NO. 9440	INVOICE DATE 03/18/13	INVOICE NO. FOCS738588
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 26,963	COLOR WHT PLAT ME
ALBERTVILLE, MN	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW	DELIVERY DATE 03/30/11	DELIVERY MILES 546	STOCK NO. 9D11486
[REDACTED]	VEHICLE I.D. NO. 1FTFW1ET9BF [REDACTED]	SELLING DEALER NO. 35926	PRODUCTION DATE	
[REDACTED]	R.T.E. NO.	P.O. NO.	R.O. DATE 03/18/13	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 26965

LABOR & PARTS
J# 1 10FOZ DRIVABILITY TECH(S):9529 WARRANTY
CUST STATES THE TRUCK MISSFIRES UNDER LOAD. SEE HIST AND
INSTALL SOP
INSTALLED SOP INTERCOOLER AND AIR DEFLECTOR AND
REPROGRAMMED PCM AS PER TSB 12-10-19

ONE NUMBER ALL LOCATIONS
952-797-1775
OR TOLL FREE
800-979-1775

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	CL3Z-19E672-A	DEFLECTOR - AI		WARRANTY
JOB # 1	1	BL3Z-6K775-B	INTERCOOLER		WARRANTY
JOB # 1	2	-W711281-S300	PIN - TRIM		WARRANTY
JOB # 1 TOTAL PARTS				0.00	
JOB # 1 TOTAL LABOR & PARTS				0.00	

morries.com

J# 2 00FOZ99P MULTI POINT INSP. TECH(S):9529 0.00
PERFORM FREE MULTI-POINT INSPECTION
CHECK AIR PRESSURE, BATTERY, COOLANT, TOP OFF FLUIDS
PERFORMED MULTIPOINT INSPECTION, TOPPED OFF ALL FLUIDS,
CHECKED AND RESET TIRE PRESSURE TO VEHICLE SPECS, CHECKED
AIR FILTER, PERFORMED BATTERY TEST.

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

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 2 TOTAL PARTS				0.00	
JOB # 2 TOTAL LABOR & PARTS				0.00	

**ALL PARTS NEW ORIGINAL
EQUIPMENT UNLESS
OTHERWISE SPECIFIED.**

J# 3 00FOZGBK BRAKES - GREEN TECH(S):9529 0:00
CHECK BRAKE CONDITION
GREEN



PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 3 TOTAL PARTS				0.00	
JOB # 3 TOTAL LABOR & PARTS				0.00	

BUY HAPPY™

J# 4 00FOZGBATT BATTERY TECH(S):9529 0:00
CHECK BATTERY CONDITION
GREEN

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 4 TOTAL PARTS				0.00	
JOB # 4 TOTAL LABOR & PARTS				0.00	

**CHARGE CUSTOMERS
REMIT TO:**

J# 5 00FOZGTIRE TIRE TREAD DEPTH TECH(S):9529 0:00
CHECK TIRE CONDITIONS
GREEN

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 5 TOTAL PARTS				0.00	

**MORRIE'S PARTS &
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Minnetonka, MN 55305

THANK-YOU

VEHICLE REPORT CARD

MULTI-POINT INSPECTION AS RECOMMENDED BY FORD MOTOR COMPANY

Date: _____ RO/Tag #: 372

Name: _____

Email: _____

Year/Make/Model: _____

VIN #: _____ Plate #: _____

Odometer: 20963 Inspect. Month: _____

Owner Advantage Rewards® #: _____ Service Balance: _____

Ford Extended Service Plan: YES NO

SYNC® VHR Activation: YES NO N/A

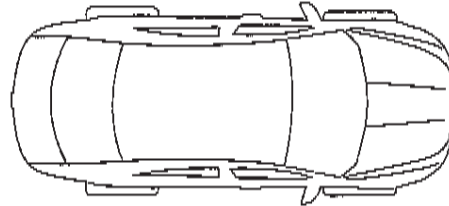
LEGEND May contribute to vehicle efficiency and promote a greener environment

Checked and OK at this time

May require future attention

Requires immediate attention

EXTERIOR BODY



Note any existing exterior body damage or defects on diagram

SYSTEMS / COMPONENTS

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

SCHEDULED MAINTENANCE ITEMS*

DUE	SERVICED	DUE	SERVICED
<input checked="" type="checkbox"/> THE WORKS	<input type="checkbox"/>	<input checked="" type="checkbox"/> Engine Air Filter	<input type="checkbox"/>
<input type="checkbox"/> Oil Change & Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/> Engine Coolant	<input type="checkbox"/>
<input type="checkbox"/> Tire Rotation	<input checked="" type="checkbox"/>	<input type="checkbox"/> Transmission Fluid &/or Filter	<input type="checkbox"/>
<input type="checkbox"/> Multi-Point Inspection	<input type="checkbox"/>	<input type="checkbox"/> Cabin Air Filter	<input checked="" type="checkbox"/>
<input type="checkbox"/> Fuel Filter	<input type="checkbox"/>	<input type="checkbox"/> Spark Plugs	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> K Scheduled Maintenance	<input type="checkbox"/>

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

FLUID LEVELS

OK	FILL	OK	FILL	OK	FILL
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Engine Oil	Power Steering	Transmission (if equipped with dipstick)	Window Washer	Coolant Recovery Reservoir	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Brake Reservoir					

WIPER BLADES

<input type="checkbox"/> Wiper Test Performed	<input checked="" type="checkbox"/> Wiper Blades	SERVICED
---	--	----------

BATTERY

State of Health	Battery Condition	SERVICED
0%	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Factory spec cold cranking amps _____	Actual cold cranking amps _____	

TIRE / BRAKE WEAR

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

LEFT FRONT	SERVICED	RIGHT FRONT	SERVICED
<input checked="" type="checkbox"/> Tire Tread Depth ____/32" Tire Age ____	<input type="checkbox"/>	<input checked="" type="checkbox"/> Tire Tread Depth ____/32" Tire Age ____	<input type="checkbox"/>
<input checked="" type="checkbox"/> Tire Wear Pattern / Damage	<input type="checkbox"/>	<input checked="" type="checkbox"/> Tire Wear Pattern / Damage	<input type="checkbox"/>
<input checked="" type="checkbox"/> Tire Pressure set to factory-recommended PSI	<input type="checkbox"/>	<input checked="" type="checkbox"/> Tire Pressure set to factory-recommended PSI	<input type="checkbox"/>
<input checked="" type="checkbox"/> Brake Lining ____ mm ____/32"	<input type="checkbox"/>	<input checked="" type="checkbox"/> Brake Lining ____ mm ____/32"	<input type="checkbox"/>
LEFT REAR	SERVICED	RIGHT REAR	SERVICED
<input checked="" type="checkbox"/> Tire Tread Depth ____/32" Tire Age ____	<input type="checkbox"/>	<input checked="" type="checkbox"/> Tire Tread Depth ____/32" Tire Age ____	<input type="checkbox"/>
<input checked="" type="checkbox"/> Tire Wear Pattern / Damage	<input type="checkbox"/>	<input checked="" type="checkbox"/> Tire Wear Pattern / Damage	<input type="checkbox"/>
<input checked="" type="checkbox"/> Tire Pressure set to factory-recommended PSI	<input type="checkbox"/>	<input checked="" type="checkbox"/> Tire Pressure set to factory-recommended PSI	<input type="checkbox"/>
<input checked="" type="checkbox"/> Brake Lining ____ mm ____/32"	<input type="checkbox"/>	<input checked="" type="checkbox"/> Brake Lining ____ mm ____/32"	<input type="checkbox"/>
SPARE TIRE	SERVICED		
<input checked="" type="checkbox"/> Tire Pressure set	<input type="checkbox"/>		

<input type="checkbox"/> Alignment check needed	SERVICED
<input type="checkbox"/> Wheel balance needed	<input type="checkbox"/>

Brake measurements not taken this service visit

Comments: New Air filter
New oil sticker

FordOwner.com One site for all your vehicle needs

Advisor: _____ Technician: _____

Customer Signature: _____ PE13-018 000185LC

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The CR is crawling into Toyota's bed after all, but certainly no more than 009's sleeping with Hui

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10

Like

EcoBoost F150 Owners Experiencing Engine Problems: Shudder, Stalling, and Loss of Power

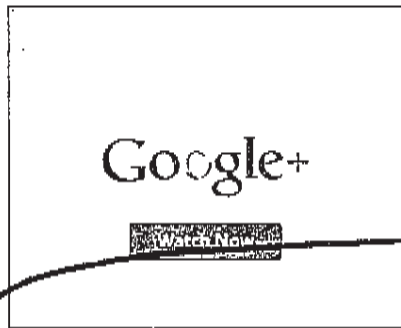
tundrahq submitted on 10/19/2012 Official Bell & Ross Timestamp: 8:54:46 AM

1 user comments | Views : 18,212 | Category: New Cars | Source: | SOURCE: www.tundraheadquarters.com

Tag Links: f150, ecoboost, problems, quality, ford

SHARE THIS ARTICLE				
3	1	1	11	10
				Like

Hundreds of EcoBoost F150 owners in states with high humidity are reporting problems with engine shudder, stalling, and power loss.



"Air Cooler" Part is on Back order for 3-months or more

According to our investigation, the problem is caused by condensation forming inside the air intake tubing, specifically inside the Charge Air Cooler.

Evidently, on trucks driven in humid climates, there is sufficient condensation to cause the engine to shudder or stall during acceleration, and some F150 owners have even reported that their engine has dropped into "limp" mode immediately after a shudder or stall occurs.

While Ford has offered a fix (which consists of an engine programming update and a shield designed to drain water away from the engine), it's too early to tell if this fix works.

Additionally, the long-term effect of water ingestion on all the effected EcoBoost engines is unknown.

Read the article for more info, including videos from an F150 owner suffering from this problem

I worry about what effect it will have on the engine down the Road?



FC MERCURY

Main# 763-682-1622

Service Direct 763-765-1951

Service Fax 763-765-1978

www.morriesbuffalofordstore.com

12550 Wayzata Blvd.
Minnetonka, MN 55305



0105IFPCS720017

CUSTOMER NO. 474010	ADVISOR SHAWN BECHTOLD	TAG NO. 9440	INVOICE DATE 02/06/13	INVOICE NO. FOCS720017
LABOR RATE	LICENSE NO.	MILEAGE 25,461	COLOR WHT PLAT ME	STOCK NO. 9D11486
YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW	DELIVERY DATE 03/30/11		DELIVERY MILES 546	
VEHICLE I.D. NO. 1FTFW1ET9BF	SELLING DEALER NO. 35926		PRODUCTION DATE	
P.T.E. NO.	P.O. NO.	R.O. DATE 02/05/13		
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

CELL: [REDACTED]

MO- 25461

LABOR & PARTS
J# 1: 10FOZ DRIVABILITY TECH(S): 9021 0:00
 CUST STATES THE ENGINE MISSES UNDER LOAD, WORSE WHEN TOWING WHILE LONGER DRIVES.
 PARTS FOR TSB ORDERED.
 TSB 12-10-19

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	0	CL3Z-19E672-A	DEFLECTOR - AI		
PART ON SPECIAL ORDER					
** QUANTITY 1 IS SPECIAL ORDERED **					
JOB # 1	0	BL3Z-6K775-B	INTERCOOLER		
PART ON SPECIAL ORDER					
** QUANTITY 1 IS SPECIAL ORDERED **					
JOB # 1	0	-W711281-S300	PIN - TRIM		
PART ON SPECIAL ORDER					
** QUANTITY 2 IS SPECIAL ORDERED **					
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00

J# 2: 01FOZ-003 BUY HAPPY OIL & FILTER TECH(S): 9577 12:45
 PERFORM OIL AND FILTER SERVICE PER BUY HAPPY AGREEMENT
 RESET OIL LIFE REMINDER
 PERFORMED BUY HAPPY OIL AND FILTER SERVICE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 2	1	AA5Z-6714-A	FILTER ASY - 0	6.00	
JOB # 2	6	X0-5W30-BSP	MOTOR OIL 5W30	2.70	
				JOB # 2 TOTAL PARTS	22.20
				JOB # 2 TOTAL LABOR & PARTS	34.65

J# 3: 02FOZMBT4 MOUNT BAL 4 TIRES TECH(S): 9577 62:00
 MOUNT AND BALANCE 4 TIRES
 RECORD DOT CODES IN YOUR STORY
 MOUNT AND BALANCE 4 TIRES
 DOT B7B9 9EBX 5112 (4)

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 3	4	9004-79828	P275/65R18	244.95	
				JOB # 3 TOTAL PARTS	979.80
				JOB # 3 TOTAL LABOR & PARTS	1041.80

J# 4: 00FOZ99P MULTI-POINT INSP TECH(S): 9577 0:00
 PERFORM FREE MULTI-POINT INSPECTION
 CHECK AIR PRESSURE, BATTERY, COOLANT, TOP OFF FLUIDS
 PERFORMED MULTIPPOINT INSPECTION, TOPPED OFF ALL FLUIDS,
 CHECKED AND RESET TIRE PRESSURE TO VEHICLE SPECS, CHECKED
 AIR FILTER, PERFORMED BATTERY TEST,

ONE NUMBER ALL LOCATIONS
952-797-1775
 OR TOLL FREE
800-979-1775

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ALL PARTS NEW ORIGINAL
 EQUIPMENT UNLESS
 OTHERWISE SPECIFIED.



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THANK-YOU

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FORD / MERCURY

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Service Direct 763-765-1951
Service Fax 763-765-1978
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12550 Wayzata Blvd.
Minnetonka, MN 55305



0105IFQCS610331

CUSTOMER NO. 474010	ADVISOR SHELLA ANDREWS	9523	TAG NO. 712	INVOICE DATE 09/26/12	INVOICE NO. FQCS610331
	LABOR RATE	LICENSE NO.	21,000	COLOR WHT PLAT ME	STOCK NO. 9D11486
	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW	DELIVERY DATE 03/30/11		DELIVERY MILES 546	
ALBERTVILLE, MN	VEHICLE I.D. NO. 1FTFW1ET9BF	SELLING DEALER NO. 35926		PRODUCTION DATE	
	F.T.E. NO.	R.O. NO.		R.O. DATE 09/25/12	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			

JOB # 5 TOTAL PARTS 0.00
JOB # 5 TOTAL LABOR & PARTS 0.00

COMMENTS
LONAER

TOTALS

Service Department - Hours of Operation
Monday - Friday 6:30a - 6:00p
Saturday 7:00a - 3:00p
Sunday Closed

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01051FOCS610331

CELL: [REDACTED]

CUSTOMER NO. 474010	ADVISOR SHEILA ANDREWS	TAG NO. 9523	INVOICE DATE 09/26/12	INVOICE NO. FOCS610331
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 21,000	COLOR WHT PLAT ME
ALBERTVILLE, MN	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW	DELIVERY DATE 03/30/11	DELIVERY MILES 546	STOCK NO. 9D11486
[REDACTED]	VEHICLE I.D. NO. 1FTFW1ET9BF	SELLING DEALER NO. 35926	PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE 09/25/12	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	MO: 21025	

LABOR & PARTS
J# 1: 10FOZCE CHECK ENGINE LIGHT TECH(S):9021 WARRANTY:
CUSTOMER STATES CHECK ENGINE LIGHT IS COMING ON-E29 WHEN YOU STEP ON IT IT BUCKS AND JERKS INTERMITTENT COIL 4 VERIFIED MIL KOED P0304 RAN OASIS.TSB HAD BEEN DONE PREV. TEST DROVE EXTENSIVELY MONITERING POWER BALLANCE AND FUEL PRESSURE,USED MANUAL GAUGE TAPED TO WINDSHIELD.FINALLY VERIFIED MISS.CYL 4 DROPPED ON POWER BALANCE,PERFORMED COIL TEST MONITER,FAILED STRESS TEST,REPLACED COIL 4 AND DROVE AGAIN,RUNS FINE NOW,TOOK 25 MILE TEST DRIVE TO DUPLICATE THERE WAS NOTHING IN MODE 6.



PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	BL3Z-12029-C	COIL ASY - IGN		
JOB # 1 TOTAL PARTS				0.00	
JOB # 1 TOTAL LABOR & PARTS				0.00	

J# 2: 00FOZ99P MULTI POINT INSP TECH(S):9021 WARRANTY:0:00
PERFORM FREE MULTI-POINT INSPECTION CHECK AIR PRESSURE, BATTERY, COOLANT, TOP OFF FLUIDS
PERFORMED MULTIPOINT INSPECTION, TOPPED OFF ALL FLUIDS, CHECKED AND RESET TIRE PRESSURE TO VEHICLE SPECS, CHECKED AIR FILTER, PERFORMED BATTERY TEST.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 2 TOTAL PARTS				0.00	
JOB # 2 TOTAL LABOR & PARTS				0.00	

J# 3: 00FOZ01 CHECK BRAKES TECH(S):9021 WARRANTY:0:00
CHECK BRAKE CONDITION

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 3 TOTAL PARTS				0.00	
JOB # 3 TOTAL LABOR & PARTS				0.00	

J# 4: 00FOZ02 CHECK BATTERY COND TECH(S):9021 WARRANTY:0:00
CHECK BATTERY CONDITION

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 4 TOTAL PARTS				0.00	
JOB # 4 TOTAL LABOR & PARTS				0.00	

J# 5: 00FOZ03 CHECK TIRÉS TECH(S):9021 WARRANTY:0:00
CHECK TIRE CONDITIONS

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
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0105IFOC549732

CELL: [REDACTED]

CUSTOMER NO. 474010	ADVISOR SHEILA ANDREWS	9523	TAG NO. 363	INVOICE DATE 07/24/12	INVOICE NO. FOCS549732
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 19,069	COI OR WHT PLAT ME	STOCK NO. 9D11486
ALBERTVILLE, MN	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW			DELIVERY DATE 03/30/11	DELIVERY MILES 546
[REDACTED]	VEHICLE I.D. NO. 1 F T F W 1 E T 9 B F			SELLING DEALER NO. 35926	PRODUCTION DATE
[REDACTED]	F.T.E. NO.	P.O. NO.		R.O. DATE 07/23/12	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			MO: 19069

TOTALS

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Monday - Friday 6:30a - 6:00p
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TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG....	0.00
TOTAL MISC DISC....	0.00
TOTAL TAX.....	0.00

TOTAL INVOICE \$ 0.00

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0105IFQCS549732

CELL: [REDACTED]

CUSTOMER NO. 474010	ADVISOR SHEILA ANDREWS	TAG NO. 9523	INVOICE DATE 07/24/12	INVOICE NO. FOCS549732
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 19,069	COLOR WHT PLAT ME
ALBERTVILLE, MN	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW		DELIVERY DATE 03/30/11	DELIVERY MILS 546
[REDACTED]	VEHICLE ID. NO. 1FTFW1ET9BF		SELLING DEALER NO. 85926	PRODUCTION DATE
[REDACTED]	R.T.E. NO.	R.O. NO.	R.O. DATE 07/23/12	

RESIDENCE PHONE [REDACTED] BUSINESS PHONE [REDACTED] COMMENTS [REDACTED] MO: 19069

LABOR & PARTS	DRIVABILITY	TECH(S):9021	WARRANTY
J# 1 10F0Z	CUST STATES THE CHECK ENGINE LIGHT IS ON, ENGINE BOGS OUT ON ACCERLERATION. ADVISE. TSB VERIFIED MIL ON KOEO P0304 P0316 RAN OASIS FOUND TSB 12-6-4 PERFORMED CHECK LIST OF TSB REPROGRAMMED PCM TO A LEVEL PAST THE LEVEL SHOWN IN TSB. TEST DROVE NO MIL.		
JOB # 1 TOTAL LABOR & PARTS			0.00
J# 2 00F0Z99P	MULTI-POINT INSP. PERFORM FREE MULTI-POINT INSPECTION CHECK AIR PRESSURE, BATTERY, COOLANT, TOP OFF FLUIDS. PERFORMED MULTIPPOINT INSPECTION, TOPPED OFF ALL FLUIDS, CHECKED AND RESET TIRE PRESSURE TO VEHICLE SPECS. CHECKED AIR FILTER, PERFORMED BATTERY TEST.	TECH(S):9021	0.00
JOB # 2 TOTAL LABOR & PARTS			0.00
J# 3 00F0Z01	CHECK BRAKES CHECK BRAKE CONDITION	TECH(S):9021	0.00
JOB # 3 TOTAL LABOR & PARTS			0.00
J# 4 00F0Z02	CHECK BATTERY COND CHECK BATTERY CONDITION	TECH(S):9021	0.00
JOB # 4 TOTAL LABOR & PARTS			0.00
J# 5 00F0Z03	CHECK TIRES CHECK TIRE CONDITIONS	TECH(S):9021	0.00
JOB # 5 TOTAL LABOR & PARTS			0.00

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0105IFOC\$506472

CELL: [REDACTED]

CUSTOMER NO. 474010	ADVISOR SHEILA ANDREWS	9523	TAG NO. 749	INVOICE DATE 04/20/12	INVOICE NO. FOCS506472
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 15,429	COLOR WHT PLAT ME	STOCK NO. 9D11486
ALBERTVILLE, MN	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW			DELIVERY DATE 03/30/11	DELIVERY MILES 546
[REDACTED]	VEHICLE I.D. NO. 1FTFW1ET9BF	[REDACTED]	[REDACTED]	DEALER NO. 35926	PRODUCTION DATE
[REDACTED]	PTL NO.	[REDACTED]	P.O. NO.	R.O. DATE 04/20/12	[REDACTED]
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			

MO: 15429

LABOR & PARTS
J# 1 05FOZ

TRANSMISSION TECH(S):9348

CUSTOMER STATES THE TRANSMISSION IS SLIPPING. WHEN YOU STEP ON THE ACCELERATOR HARD FROM A STOP, BLEW A PUFF OF SMOKE AND ENGINE LIGHT WAS FLASHING. SMELLED LIKE THE TRANS WAS BURNING UP. JUST HAD IN FOR OIL CHANGE LAST SATURDAY BASE PART RECALEM CONDITION CODE 04 DAIGNOSED CHECKED FOR CODES FOUND P0304 FOR CYLINDER 4 MISFI RE. CHECKED FOR MESSAGES FOUND TSB 12-2-10 FOR PCM UPDATE FO VARIOUS DRIVEABILITY CONCERNS. REPROGRAMMED PCM TO LATEST LE VEL. RETEST DROVE OK. RECHECKED FOR CODES FOUND OK. CHECKED FLUID LEVELS AND CONDITIONS ALL OK.



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JOB # 1 TOTAL LABOR & PARTS 0.00

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Sunday Closed

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

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0105IFPCS770182

CUSTOMER NO. 474010	ADVISOR SHAWN BECHTOLD	TAG NO. 9440	INVOICE DATE 03/29/13	INVOICE NO. FOCS770182
	LABOR RATE	LICENSE NO.	MILEAGE 27,365	COLOR WHT PLAT ME
ALBERTVILLE, MN	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW	DELIVERY DATE 03/30/11	DELIVERY MILES 546	STOCK NO. 9D11486
	VEHICLE I.D. NO. 1FTFW1ET9BF	SELLING DEALER NO. 35926	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	R.O. DATE 03/27/13	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 37439

LABOR & PARTS
J# 1 10FOZ DRIVABILITY TECH(S):9348 WARRANTY:
CUST STATES THE ENGINE IS MISSING UNDER HARD ACCEL. CHECK ENGINE LIGHT IS FLASHING. ADVISE. BASE PART 12029 CONDITION CODE 42 DAIGNOSED CHECKED FOR CODES FOUND P0306 FOR CYLINDER SIX MIS FIRE. CLEARED CODE. CHECKED MODE SIX FOR MISFIRES AND FOUND 5 AND 6 HAVE HAD MISFIRES. REPLACED 5 AND 6 SPARK PLUGS AND R ETEST DROVE 20 MILES AND CYLINDER NUMBER 6 STARTED MISFIRING STRESS TESTED COILS 5 AND 6 AND FOND 6 FAILED TEST. REPLACE D NUMBER 6 COIL. CLEARED CODE. CHECKED PCM FOR UPDATE AND FO UND UP TO DATE. RETEST DROVE AND MONITORED POWER BALANCE AND FOUND ALL CYLINDERS ARE FIRING NORMAL AT THIS TIME. LET DRIV ERS DRIVE AND RECHECKED FOR CODES OK. RETEST DROVE AGAIN OK.

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PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	2	SP-528	SPARK PLUG		
JOB # 1	1	BL3Z-12029-C	COIL ASY - IGN		
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00

J# 2 03FOZ-10 COOLANT LEAK TECH(S):9348 WARRANTY:
CHECK AND ADVISE CUSTOMER STATES COOLANT IS LEAKING OUT OF COOLANT BOTTLE. STAINS ON ENGINE SIDE OF BOTTLE AND SMALL COOLANT DROPS BY SEAM. BASE PART 8A080 CONDITION CODE D8 DAIGNOSED PRESSURE TESTED COOLING SYSTEM AND FOUND COOLANT R ESIVOR IS LEAKING AT SEAM. CHECKED FOR MESSAGES FOUND NONE F OR CONCERN. REMOVED COOLANT RESIVOR. INSTALLED NEW COOLANT R ESIVOR. REFILLED COOLANT AND RETEST DROVE AND RECHECKED FOR LEAKS OK.

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PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 2	1	BL3Z-8A080-B	TANK ASY - RAD		
JOB # 2	1	VC-3-B	ANTI-FREEZE		
				JOB # 2 TOTAL PARTS	0.00
				JOB # 2 TOTAL LABOR & PARTS	0.00

J# 3 00FOZ99P MULTI POINT INSP TECH(S):9348 WARRANTY:
PERFORM FREE MULTI-POINT INSPECTION CHECK AIR PRESSURE, BATTERY, COOLANT, TOP OFF FLUIDS
PERFORMED MULTIPPOINT INSPECTION, TOPPED OFF ALL FLUIDS, CHECKED AND RESET TIRE PRESSURE TO VEHICLE SPECS, CHECKED AIR FILTER. PERFORMED BATTERY TEST.

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PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
				JOB # 3 TOTAL PARTS	0.00
				JOB # 3 TOTAL LABOR & PARTS	0.00

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0105IF0CS770182

CUSTOMER NO. 474010	ADVISOR SHAWN BECHTOLD	TAG NO. 9440	INVOICE DATE 03/29/13	CELL #
	LICENSE NO.	MILEAGE 27,365	COLOR WHT PLAT ME	STOCK NO. 9D11486
ALBERTVILLE, MN	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW	DELIVERY DATE 03/30/11	DELIVERY MILES 546	
	VEHICLE I.D. NO. 1 F T F W 1 E T 9 B F	SELLING DEALER NO. 35926	PRODUCTION DATE	
	R.T.E. NO.	R.O. NO.	R.O. DATE 03/27/13	
COMMENTS				

MO: 37439

LABOR & PARTS
J# 4 00FOZGBK BRAKES GREEN TECH(S):9348 0:00
CHECK BRAKE CONDITION GREEN

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-
JOB # 4 TOTAL PARTS 0.00
JOB # 4 TOTAL LABOR & PARTS 0.00

J# 5 00FOZGBATT BATTERY TECH(S):9348 0:00
CHECK BATTERY CONDITION GREEN

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-
JOB # 5 TOTAL PARTS 0.00
JOB # 5 TOTAL LABOR & PARTS 0.00

J# 6 00FOZGTIRE TIRE TREAD DEPTH TECH(S):9348 0:00
CHECK TIRE CONDITIONS GREEN

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-
JOB # 6 TOTAL PARTS 0.00
JOB # 6 TOTAL LABOR & PARTS 0.00

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

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0105IFOC5741937

CELL: [REDACTED]

CUSTOMER NO. 474010	ADVISOR SHAWN BECHTOLD	TAG NO. 9440	INVOICE DATE 03/26/13	INVOICE NO. FOCS741937
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 27,209	COLOR WHT PLAT ME
ALBERTVILLE, MN [REDACTED]	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW	DELIVERY DATE 03/30/11	STOCK NO. 9D11486	DELIVERY MILES 546
[REDACTED]	VEHICLE I.D. NO. 1FTFW1ET9BF [REDACTED]	SELLING DEALER NO. 35926	PRODUCTION DATE	
[REDACTED]	R.T.E. NO.	R.O. NO.	R.O. DATE 03/25/13	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 27214

JOB # 5 TOTAL LABOR & PARTS 0.00

J# 6 00F0ZG TIRE TREAD DEPTH TECH(S):9439 0.00
CHECK TIRE CONDITIONS
GRN

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-
JOB # 6 TOTAL PARTS 0.00

JOB # 6 TOTAL LABOR & PARTS 0.00

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* [] CASH [] CHECK CHK# [] *
* [] VISA [] MASTERCARD [] DISCOVER *
* [] AMEX [] OTHER [] CHARGE *

CUSTOMER SIGNATURE

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

TOTAL INVOICE \$ 0.00

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CHARGE CUSTOMERS REMIT TO:

MORRIE'S PARTS & SERVICE GROUP
12550 Wayzata Blvd.
Minnetonka, MN 55305

THANK-YOU

IMPORTANT
YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM FORD MOTOR COMPANY REGARDING THIS SERVICE. IF FOR ANY REASON YOU CANNOT GRADE US

☺
COMPLETELY SATISFIED
PLEASE CONTACT OUR SERVICE DEPARTMENT IMMEDIATELY.
THANK YOU.
(763) 765-1951

MORRIE'S
BUFFALO



MORRIE'S
PARTS & SERVICE GROUP

FORD / MERCURY

12550 Wayzata Blvd.
Minnetonka, MN 55305

Main# 763-682-1622

Service Direct 763-765-1951

Service Fax 763-765-1978

www.morriesbuffalofordstore.com



0105IFOC5741937

CELL: [REDACTED]

CUSTOMER NO. 474010	ADVISOR SHAWN BECHTOLD	9440	TAG NO. 950	INVOICE DATE 03/26/13	INVOICE NO. FOCS741937
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 27,209	COLOR WHT PLAT ME	STOCK NO. 9D11486
ALBERTVILLE, MN	YEAR / MAKE / MODEL 11/FORD TRUCK/F-150 SERIES/SUPERCREW			DELIVERY DATE 03/30/11	DELIVERY MILES 546
[REDACTED]	VEHICLE I.D. NO. 1 F T F W 1 E T 9 B F			SELLING DEALER NO. 35926	PRODUCTION DATE
[REDACTED]	F.T.E. NO.	P.O. NO.		R.O. DATE 03/25/13	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			

MO: 27214

LABOR & PARTS
J# 1 10FOZ DRIVABILITY TECH(S):9021 9439 WARRANTY:
CUST STATES THE TRUCK IS MISSING AND LACKING POWER, CHECK ENGINE LIGHT IS ON, SEE HIST. BANK 2 CATALYST RETRIEVED CODE P0430 PERFORMED PID MONITOR TEST. REMOVED AND REPLACED LEFT BANK CATALYST. CLEARED CODE AND RETESTED. OK ROAD TESTED TO VERIFY REPAIR.

ONE NUMBER ALL LOCATIONS
952-797-1775
OR TOLL FREE
800-979-1775

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	BL3Z-5E212-E	CONVERTER ASY		0.00
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00

morries.com

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

J# 2 05FOZ TRANSMISSION TECH(S):9021 0.00
CUST STATES THE ENGINE WOULD REV BEFORE IT WOULD MOVE. ADVIS REPAIRED ON LINE/JOB 1

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
				JOB # 2 TOTAL PARTS	0.00
				JOB # 2 TOTAL LABOR & PARTS	0.00

ALL PARTS NEW ORIGINAL EQUIPMENT UNLESS OTHERWISE SPECIFIED.

J# 3 00FOZ99P MULTI-POINT INSP. TECH(S):9439 0.00
PERFORM FREE MULTI-POINT INSPECTION CHECK AIR PRESSURE, BATTERY, COOLANT, TOP OFF FLUIDS
PERFORMED MULTIPPOINT INSPECTION. TOPPED OFF ALL FLUIDS. CHECKED AND RESET TIRE PRESSURE TO VEHICLE SPECS. CHECKED AIR FILTER, PERFORMED BATTERY TEST,



BUY HAPPY™

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
				JOB # 3 TOTAL PARTS	0.00
				JOB # 3 TOTAL LABOR & PARTS	0.00

CHARGE CUSTOMERS REMIT TO:
MORRIE'S PARTS & SERVICE GROUP
12550 Wayzata Blvd.
Minnetonka, MN 55305

J# 4 00FDZGBK BRAKES GREEN TECH(S):9439 0.00
CHECK BRAKE CONDITION GRN

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
				JOB # 4 TOTAL PARTS	0.00
				JOB # 4 TOTAL LABOR & PARTS	0.00

J# 5 00FOZGBATT BATTERY TECH(S):9439 0.00
CHECK BATTERY CONDITION GRN

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
				JOB # 5 TOTAL PARTS	0.00

THANK-YOU

VEHICLE INSPECTION REPORT

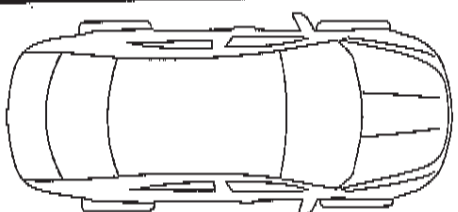
MULTI-POINT INSPECTION AS RECOMMENDED BY FORD MOTOR COMPANY

Date: _____ RO/Tag #: _____
 Name: _____
 Email: _____
 Year/Make/Model: _____
 VIN #: _____ Plate #: _____
 Odometer: _____ Inspect. Month: _____
 Owner Advantage Rewards® #: _____ Service Balance: _____
 Ford Extended Service Plan: YES NO
 SYNC® VHR Activation: YES NO N/A

LEGEND May contribute to vehicle efficiency and promote a greener environment

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

EXTERIOR BODY



Note any existing exterior body damage or defects on diagram

SYSTEMS / COMPONENTS		SERVICED
<input checked="" type="checkbox"/>	Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Windshield for cracks, chips and pitting	<input type="checkbox"/>
<input checked="" type="checkbox"/>	HVAC system and hoses / lines for leaks and/or damage	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Engine Cooling System, radiator, hoses and clamps	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Accessory drive belt(s)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Brake system (including lines, hoses, and parking brake)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Shocks / struts and other suspension components for leaks and/or damage	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Steering, steering linkages and ball joints (visual)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Exhaust system and heat shield (leaks, damage, loose parts)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Clutch operation (if equipped)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Constant velocity (CV) drive axle boots (if equipped)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)	<input type="checkbox"/>

SCHEDULED MAINTENANCE ITEMS*

DUE	SERVICED	DUE	SERVICED
<input checked="" type="checkbox"/> THE WORKS FUEL TREATMENT PACKAGE	<input type="checkbox"/>	Engine Air Filter	<input checked="" type="checkbox"/>
<input type="checkbox"/> Oil Change & Filter	<input checked="" type="checkbox"/>	Engine Coolant	<input type="checkbox"/>
<input type="checkbox"/> Tire Rotation	<input checked="" type="checkbox"/>	Transmission Fluid &/or Filter	<input type="checkbox"/>
<input type="checkbox"/> Multi-Point Inspection	<input type="checkbox"/>	Cabin Air Filter	<input checked="" type="checkbox"/>
<input type="checkbox"/> Fuel Filter	<input type="checkbox"/>	Spark Plugs	<input checked="" type="checkbox"/>
<input type="checkbox"/> K Scheduled Maintenance	<input type="checkbox"/>		<input type="checkbox"/>

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

FLUID LEVELS


Oil and/or fluid leaks

OK	FILL	OK	FILL	OK	FILL
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Engine Oil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Power Steering
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brake Reservoir	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Window Washer
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Transmission (if equipped with dipstick)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Coolant Recovery Reservoir

WIPER BLADES

Wiper Test Performed Wiper Blades

BATTERY

State of Health  100%
 Battery Condition

Factory spec cold cranking amps 750 Actual cold cranking amps _____

TIRE / BRAKE WEAR

TIRE TREAD	7/32" and greater	4/32" to 6/32"	3/32" and less
FRONT LEFT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tire Tread Depth <u>12</u> /32" Tire Age _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tire Wear Pattern / Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tire Pressure set to factory-recommended PSI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brake Lining <u>7</u> mm /32"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FRONT RIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tire Tread Depth <u>12</u> /32" Tire Age _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tire Wear Pattern / Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tire Pressure set to factory-recommended PSI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brake Lining <u>7</u> mm /32"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
REAR LEFT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tire Tread Depth <u>11</u> /32" Tire Age _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tire Wear Pattern / Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tire Pressure set to factory-recommended PSI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brake Lining <u>6-7</u> mm /32"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
REAR RIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tire Tread Depth <u>11</u> /32" Tire Age _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tire Wear Pattern / Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tire Pressure set to factory-recommended PSI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brake Lining <u>6-7</u> mm /32"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SPARE TIRE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tire Pressure set	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tire Age _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Advisor: _____ Technician: _____

Customer Signature: _____ PE13-018 000197LC

Customer Copy



RECEIVED
AND FILED

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT 2013
ADAM COUNTY, MISSISSIPPI

EDWARD C. WALKER, CIRCUIT CLERK
BY EQP D.C.

[REDACTED] and
[REDACTED]

PLAINTIFFS

VS.

CIVIL ACTION NO. 13-KV-0012-S

FORD MOTOR COMPANY,

DEFENDANT

COMPLAINT

NOW COME the Plaintiffs, [REDACTED] and [REDACTED], by and through their attorneys, KROHN & MOSS, LTD., and for Plaintiffs' Complaint against Defendant, FORD MOTOR COMPANY, allege and affirmatively state as follows:

PARTIES

1. Plaintiffs, [REDACTED] and [REDACTED] ("Plaintiffs"), are individuals who were at all times relevant hereto residing in the State of Mississippi.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Mississippi and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including NATCHEZ FORD, ("Seller"). Manufacturer does business in all counties of the State of Mississippi.

BACKGROUND

3. On or about February 16, 2012, Plaintiffs purchased from Seller a 2012 Ford F-150 ("F-150"), manufactured by Manufacturer, Vehicle Identification No.

1FTEX1CM6CF [REDACTED] for valuable consideration (See a copy of Plaintiffs' Purchase Contract, attached hereto and marked as Exhibit "A").

4. The price of the F-150 totaled \$36,080.50.

5. In consideration for the purchase of the F-150, Manufacturer issued and supplied to Plaintiffs its written warranty that included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, five (5) year or sixty thousand (60,000) powertrain coverage, as well as other warranties fully outlined in Manufacturer's warranty booklet (See copy of Manufacturer's warranty booklet, attached hereto as Exhibit "B").

6. Manufacturer engages in nationwide advertising campaigns to sell vehicles, including the F-150, to the public through a system of authorized selling agents of Manufacturer, including Seller herein.

7. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to post Manufacturer's name and logo on a sign outside of the Seller's place of business.

8. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to produce to Seller's customers brochures for the sale of Manufacturer's vehicles that are printed and authored by Manufacturer.

9. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to enter into a sales and service agreement with Manufacturer that is reduced to a writing.

10. Manufacturer requires all authorized selling agents, including Seller herein, to provide customers, including Plaintiffs herein, with Manufacturer's written warranty described above at the time of sale.

11. In requiring Seller to provide Manufacturer's written warranty, Manufacturer undertakes, at the time of sale, the responsibility of repairing its vehicles, including the F-150 herein, and makes the accompanying promise to repair in consideration for the sale of the F-150.

12. Manufacturer issues and supplies to consumers, including Plaintiffs herein, its written warranty described above as an inducement for the sale of the F-150.

13. Manufacturer provides Seller with a hidden rebate/commission after Plaintiffs' purchase of the F-150 that is not reflected on Plaintiffs' purchase documents as an incentive to Seller selling Manufacturer's automobiles as an agent to Manufacturer.

14. The retail price of the F-150 is determined by Manufacturer and not Seller.

15. On or about February 16, 2012, Plaintiffs took possession of the F-150 and shortly thereafter experienced the defect/non-conformity listed below that substantially impairs the use, value and/or safety of the F-150.

16. The defect/non-conformity described below violates the written warranty issued to Plaintiffs by Manufacturer, as well as the implied warranty of merchantability.

17. Plaintiffs brought the F-150 to Seller and/or other authorized service dealers of Manufacturer for the defect/non-conformity, including but not limited to:

- a. Defective engine/electrical system as evidenced by the intermittent illumination of check engine light and loss of power; and
- b. Any additional complaints made by Plaintiffs, whether or not they are contained on any dealer repair orders.

18. Plaintiffs provided Manufacturer, through Seller and/or other authorized dealers of Manufacturer, sufficient opportunities to repair the F-150.

19. Manufacturer, through its authorized dealers, was unable and/or failed to repair

the F-150 within a reasonable number of attempts.

20. Plaintiffs justifiably lost confidence in the F-150's safety and reliability and said defect/non-conformity has substantially impaired the use, value or safety of the F-150 to Plaintiffs.

21. Said defect/non-conformity could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the F-150.

22. As a result of the defect/non-conformity, Plaintiffs revoked acceptance of the F-150 in writing on October 10, 2012 (See copy of October 10, 2012 correspondence, attached hereto and marked as Exhibit "C").

23. At the time of revocation, the F-150 was in substantially the same condition as at delivery except for damage caused by its own defect/non-conformity and ordinary wear and tear.

24. Manufacturer refused Plaintiffs' demand for revocation and has refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

25. The F-150 remains in a defective and unmerchantable condition and continues to exhibit the above mentioned defect/non-conformity that substantially impairs its use, value and/or safety.

26. Plaintiffs have been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiffs with a merchantable F-150.

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

27. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-26 of this Complaint.

28. Plaintiffs are purchasers of a consumer product who received the F-150 during the duration of a written warranty period applicable to the F-150 and who are entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

29. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiffs.

30. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's written warranty.

31. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiffs' Complaint in that the F-150 was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

32. Plaintiffs' purchase of the F-150 was accompanied by written warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the F-150 to repair the F-150 or take other remedial action free of charge to Plaintiffs with respect to the F-150 in the event that the F-150 failed to meet the specifications set forth in said undertaking.

33. Said warranty was the basis of the bargain of the contract between Plaintiffs and Manufacturer for the sale of the F-150 to Plaintiffs.

34. Said purchase of Plaintiffs' F-150 was induced by, and Plaintiffs relied upon, Manufacturer's written warranty.

35. Plaintiffs have met all of Plaintiffs' obligations and preconditions as provided in Manufacturer's written warranty.

36. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. § 2310(d), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;
- b. Incurred and/or needed costs of repair
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

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

37. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

38. The F-150 purchased by Plaintiffs was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to Plaintiffs.

39. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiffs.

40. Manufacturer is prohibited from disclaiming or modifying any implied warranty

when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

41. Pursuant to 15 U.S.C. §2308, Plaintiffs' F-150 was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the F-150 was intended.

42. The F-150 was warranted to pass without objection in the trade under the contract description and was required to conform to the descriptions of the F-150 contained in the contracts and labels.

43. The above described defect in the F-150 renders the F-150 unmerchantable and thereby not fit for the ordinary purpose for which the F-150 was intended and as represented by Manufacturer.

44. As a result of the breach of implied warranty by Manufacturer, Plaintiffs are without the reasonable value of the F-150.

45. As a result of the breach of implied warranty by Manufacturer, Plaintiffs have suffered and continue to suffer various damages.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other
- c. Such other and further relief that the Court deems just and appropriate.

COUNT III
MISSISSIPPI MOTOR VEHICLE WARRANTY ENFORCEMENT ACT

46. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-26 of this Complaint.

47. Plaintiffs have presented the F-150 to Seller and/or other authorized service dealers of Manufacturer within the term of protection and have tendered the F-150 three (3) or more times for the same non-conformity, and that non-conformity continues to exist and/or the F-150 has been out of service for fifteen (15) business days and the non-conformity continued to exist after the fifteenth (15th) business day.

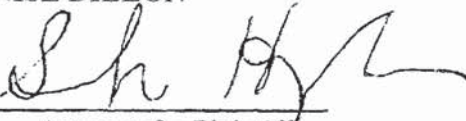
48. Pursuant to the Act, the F-150 does not conform to the written warranty issued to Plaintiffs by Manufacturer.

49. Pursuant to the Act, Plaintiffs are entitled to a refund of the purchase price of the F-150, including all collateral charges and finance charges, and/or a replacement vehicle, plus all attorneys' fees and costs.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Return of the F-150's purchase price and all incidental and consequential damages incurred by Plaintiffs;
- b. Incurred and/or needed costs of repair
- c. Return of all finance charges incurred by Plaintiffs for the F-150;
- d. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by the Plaintiffs, and;
- e. Such other and further relief that this Court deems just and appropriate.

Respectfully Submitted,
GARY DILLON and
DENISE DILLON

By: 
Attorney for Plaintiffs

Shireen Hormozdi
KROHN & MOSS, LTD.
10 North Dearborn St, 3rd Floor
Chicago, Illinois 60602
(312) 578-9428
Attorney No. 104799

Krohn & Moss, Ltd.

(Arizona, California, Florida, Illinois, Indiana, Kentucky, Minnesota, Missouri, Nevada, Ohio, Wisconsin, Washington, DC)
10474 Santa Monica Blvd., Suite 401
Los Angeles, CA 90025
www.krohnandmoss.com

Writer's Direct Number
(323) 988-2400 Ext. 267
Writer's Direct Facsimile
(866) 861-1390
Writer's Direct E-Mail
shormozdi@consumerlawcenter.com
www.krohnandmoss.com

Writer Licensed to practice only in
Florida, Georgia, Kentucky, Mississippi
and New York.

October 10, 2012

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

RE: [REDACTED] Ford Motor Company
Vehicle: 2012 Ford F-150
VIN: 1FTEX1CM6CF [REDACTED]

Dear Sir or Madam:

Please be advised that this office represents the above-named individuals regarding claims against your company with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our clients under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our clients requires payment of our attorneys' fees. If you settle directly with our clients and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my clients' vehicle for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective engine/electrical system as evidenced by intermittent illumination of check engine light and loss of power; and

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

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my clients have justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough -- when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My clients' repair history clearly shows there was a breach of both written and implied warranties:

based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My clients have directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my clients have a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my clients will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my clients need return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my clients have revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be

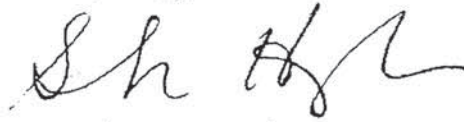
October 10, 2012

liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my clients merely request the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defects and payment of our attorneys' fees pursuant to the fee-shifting provisions of the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed in the United States District Court for the Southern District of Mississippi.

Sincerely,



Shireen Hormozdi
Attorney at Law

SH/et

CC: [REDACTED]

All Action Details for Issue

Print

VIN: 1FTEX1CM6CF [REDACTED] Year: 2012 Model: F-SERIES Case: 1356231632
 Name: [REDACTED] Owner Status: Original WSD: 2012-02-16
 Symptom Desc: SERVICE BRAKE NOISY Primary Phone: [REDACTED]
 Reason Desc: DRP-VEHICLE REPURCHASE REQUEST Secondary Phone: [REDACTED]
 Issue Type: 06 BBB AUTO LINE/DACO Issue Status: CLOSED

Action: OPEN - PENDING ELIGIBILITY
 Dealer: 05922 NATCHEZ FORD LINCOLN-MERCURY Origin Desc: BETTER BUSINESS BUREAU
 Odometer: 1 MI Comm Type: MAIL
 Analyst Name: COSTELLO, MATT Analyst: M-COSTE3
 Action Date: 11/16/2012 Action Time: 16.05.11.757 Action Data: No

Comments NEW CASE: FRD1232675. REPRESENTED BY SHIREEN HORMOZDI OF KROHN & MOSS AL GA IL KY KS MN MO WI TX. PROBLEMS: BRAKES,ELECTRICAL,ENGINE/ELECTRICAL, TRANSMISSION.

Action: FIELD E-MAIL SENT - DRP
 Dealer: 05922 NATCHEZ FORD LINCOLN-MERCURY Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
 Odometer: 1 MI Comm Type: OTHER
 Analyst Name: GRAY, ROBERT Analyst: RGRAY72
 Action Date: 11/19/2012 Action Time: 12.51.21.399 Action Data: No

Comments NEW BBB CASE OPEN--INITIAL REPORT REQUEST SENT TO SMS AT NATCHEZ FORD--BILL HOOD FORD--KEITH WHITE FORD--TFOAM OPENED FOR REPORT OF ANY FSE CONTACT

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS
 Dealer: 05922 NATCHEZ FORD LINCOLN-MERCURY Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
 Odometer: 1 MI Comm Type: OTHER
 Analyst Name: GRAY, ROBERT Analyst: RGRAY72
 Action Date: 12/03/2012 Action Time: 08.29.30.244 Action Data: Yes

Comments DEALER REPORT RECEIVED FOR BBB CASE FROM NATCHEZ FORD--THANK YOU

Data Element Name	Data Value
DATE PAPERWORK REC'D	11-19-2012

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS
 Dealer: 05922 NATCHEZ FORD LINCOLN-MERCURY Origin Desc: CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
 Odometer: 16783 MI Comm Type: OTHER
 Analyst Name: GRAY, ROBERT Analyst: RGRAY72
 Action Date: 12/03/2012 Action Time: 08.30.36.604 Action Data: Yes

Comments DEALER REPORT FOR BBB CASE RECEIVED FROM KEITH WHITWE FORD--THANK YOU!

<u>Data Element Name</u>	<u>Data Value</u>
DATE PAPERWORK REC'D	11-19-2012

Action: DEALER PAPERWORK REC'D IN CONSUMER AFFAIRS
Dealer: 05922 NATCHEZ FORD LINCOLN-MERCURY **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 16783 MI **Comm Type:** OTHER
Analyst Name: GRAY, ROBERT **Analyst:** RGRAY72
Action Date: 12/03/2012 **Action Time:** 08.31.34.560 **Action Data:** Yes

Comments DEALER REPORT FOR BBB CASE RECEIVED FROM BILL HOOD FORD—THANK YOU!

<u>Data Element Name</u>	<u>Data Value</u>
DATE PAPERWORK REC'D	11-20-2012

Action: COMPANY REPORT SUBMITTED
Dealer: 05922 NATCHEZ FORD LINCOLN-MERCURY **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 16783 MI **Comm Type:** OTHER
Analyst Name: GRAY, ROBERT **Analyst:** RGRAY72
Action Date: 12/05/2012 **Action Time:** 12.32.25.256 **Action Data:** Yes

Comments MANUFACTURER'S RESPONSE FORM (MRF) SENT TO BBB MAIN FAX

<u>Data Element Name</u>	<u>Data Value</u>
CUSTOMER CONTACTED BY FORD	NO
REGION RESPONDED TO DSB E-MAIL (Y/N)	NO

Action: MANUFACTURER SETTLEMENT OFFER SENT TO BBB
Dealer: 05922 NATCHEZ FORD LINCOLN-MERCURY **Origin Desc:** CONSUMER AFFAIRS-DISPUTE RESOLUTION PROGRAM
Odometer: 16783 MI **Comm Type:** OTHER
Analyst Name: GRAY, ROBERT **Analyst:** RGRAY72
Action Date: 12/06/2012 **Action Time:** 09.48.27.773 **Action Data:** No

Comments 12-05-2012 OFFER SENT TO BBB OF 5/75 PREMIUM CARE ESP

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 05922 NATCHEZ FORD LINCOLN-MERCURY **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 16783 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 12/14/2012 **Action Time:** 16.05.12.529 **Action Data:** No

Comments HEARING SCHEDULED ON 12/14/12 AT 10AM

Action: ARBITRATION DECISION-VEHICLE REPURCHASE
Dealer: 05922 NATCHEZ FORD LINCOLN-MERCURY **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 16783 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 12/20/2012 **Action Time:** 21.05.17.654 **Action Data:** Yes

Comments DATE OF ARBITRATION HEARING 12/14/12 ARBITRATED RESULTING IN A REPURCHASE

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF ARBITRATION HEARING	12/14/12

Action: ARBITRATION DECISION-VEHICLE REPURCHASE
Dealer: 05922 NATCHEZ FORD LINCOLN-MERCURY **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 16783 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 12/20/2012 **Action Time:** 21.05.17.854 **Action Data:** Yes

Comments DATE OF DECISION LETTER ARBITRATED RESULTING IN A REPURCHASE

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF DECISION LETTER	

Action: ASSUMED REJECTION OF DECISION
Dealer: 05922 NATCHEZ FORD LINCOLN-MERCURY **Origin Desc:** BETTER BUSINESS BUREAU
Odometer: 16783 MI **Comm Type:** MAIL
Analyst Name: COSTELLO, MATT **Analyst:** M-COSTE3
Action Date: 01/10/2013 **Action Time:** 16.05.11.654 **Action Data:** Yes

Comments DATE OF REJECTION 01/10/13 ARBITRATED RESULTING IN A REPURCHASE

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF REJECTION	01/10/13

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All Action Details for Issue

[Print](#)

VIN: 1FTEX1CM6CF [REDACTED] Year: 2012 Model: F-SERIES Case: 1356231632
Name: [REDACTED] Owner Status: Original WSD: 2012-02-16
Symptom Desc: INDICATOR CHECK ENGINE Primary Phone: [REDACTED]
Reason Desc: CLP - IN - FIN ASSIST - MULTIPLE REPAIRS Secondary Phone: [REDACTED]
Issue Type: 04 REGION Issue Status: CLOSED
Initial Customer Contact: 09/25/2012

Action: TIER ONE OPEN ISSUE
Dealer: 06418 BILL HOOD FORD LINCOLN Origin Desc: TIER ONE - MELBOURNE
Odometer: 15900 MI Comm Type: PHONE
Analyst Name: JENNINGS, DIANE Analyst: DJENNI42
Action Date: 09/24/2012 Action Time: 15.55.06.288 Action Data: No

Comments -CUST STATED -THE VEH IS HAVING ISSUES -WHEN CUST WOULD GO INTO PASSING GEAR THE CHECK ENGINE LIGHT WILL COME ON AND THE AC WILL GO OUT -THE VEH DOES NOT GET THE GAS MILEAGE IT IS SUPPOSE TO 15 MILES TO THE GALLON -THE VEH SHOULD GET 23 ON HWY AND 17 IN TOWN-CUST STATES HE IS SEEKING LEMON LAW -HE JUST WANTS TO GET THIS VEH REPAIRED -DLRSHIP INFO BILL HOOD FORD LINCOLN 1500 NORTH MORRISON BLVD.HAMMOND LA 70401(877) 418-1455 -CRC ADVISED "I WILL ESCALATE THIS TO OUR CUSTOMER CARE SOLUTIONS TEAM SO THEY CAN INVESTIGATE YOUR CONCERN. A SPECIALIST WILL CONTACT YOU BY CLOSE OF BUSINESS TOMORROW. ***NOTE TO CCR: IF THE VEHICLE IS CURRENTLY NOT AT THE DEALERSHIP, PLEASE ADVISE THE CUSTOMER TO SCHEDULE A SERVICE APPOINTMENT FOR THEIR VEHICLE"CALL AT [REDACTED] ANYTIME

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 06418 BILL HOOD FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15900 MI Comm Type: OTHER
Analyst Name: MULLIGAN,CASSIDY Analyst: CMULLIG5
Action Date: 09/25/2012 Action Time: 16.39.10.451 Action Data: No

Comments OBC TO CUST AT [REDACTED] - WAS CALLING ABOUT YOUR 2012 F150 - UNDERSTAND YOU ARE HAVING CEL AND AC CONCERNS IN THE VEH - ASKED CUST IF HE WOULD LIKE TO BRING VEH IN - CUST SAID IF THAT'S WHAT WE WANT - ADV CUST IT WILL BE OUR FIRST STEP - CUST SAID HE HAS BEEN WORKING WITH WAYNE IN THE PAST - CUST SAID HE IS ALSO HAVE ISSUES WITH FUEL ECON - REMINDED CUST THAT THE STICKER NUMBERS ARE AVERAGES AND DEPEND ON A NUMBER OF DRIVING CONDITIONS (SPEED, LOAD, CITY/HIGHWAY DRIVING, AC ON, ETC) - CUST SAID HE UNDERSTOOD AND HAS TAKEN ALL OF THAT INTO ACCOUNT - SAID PREVIOUS DLRS HAVE TOLD HIM TO CHANGE OCTANES - CUST SAID HE HAS ONLY TOWED 2X IN THE VEH - CUST SAID DLR TURNED OFF A LIGHT AND FUEL ECON WENT TO 17.1 THEN THE LIGHT CAME BACK ON AND IT WENT TO 15.6 - ADV CUST I WOULD CALL THE DLR AND SEE IF HE CAN GET THE VEH IN - CUST SAID HE WOULD NEED ANOTHER VEH - ADV CUST I CAN CALL THE DLRSHIP ABOUT IT BUT CANNOT GUARANTEE WHAT THEY HAVE ACCESS TO - CUST WANTED THIS UPDATE AND CSM INFO - ADV CUST I WILL CALL AND LEAVE IT ON VM FOR HIM ***** OBC TO DLR - SPOKE WITH (SA) WAYNE - DLR ADV HE DOES NOT HAVE ANY MORE LOANERS AVAILABLE - ALSO STATED MONDAY WOULD BE BETTER THAN THE END OF THIS WEEK - ADV DLR I WOULD PUT CUST IN A RENTAL FOR DAY OR TWO IF NEEDED - (SA) SUGGESTED THAT CSM SPEAK WITH (SM) RICHARD - LEFT 2 VMS, WAITING TO HEAR BACK

Action: CREATE FOLLOW UP
Dealer: 06418 BILL HOOD FORD LINCOLN Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15900 MI Comm Type: OTHER
Analyst Name: MULLIGAN,CASSIDY Analyst: CMULLIG5
Action Date: 09/25/2012 Action Time: 17.40.29.832 Action Data: Yes

Comments SPOKE WITH (SM) RICHARD = ADV DLR I SPOKE WITH CUST AND WE WILL SET APPT FOR MONDAY 10/1 - LET DLR KNOW TO MAKE SURE VEH WAS THERE FOR CUST - CSM WILL FOLLOW UP WITH DLR ON 10/2 TO

REVIEW OUTCOME OF CUST VISIT - RELAYED THIS INFORMATION TO CUST - CUST THANKED FOR CALL

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	10-02-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 06418 BILL HOOD FORD LINCOLN
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15900 MI
Comm Type: OUTBOUND CALL TO DEALER
Analyst Name: MULLIGAN,CASSIDY
Analyst: CMULLIG5
Action Date: 10/02/2012
Action Time: 13.47.37.153
Action Data: No
Comments OBC TO DLR - LEFT VM FOR (SA) RACHEL REQUESTING A CALLBACK TO REVIEW OUTCOME OF CUSTS VISIT

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 06418 BILL HOOD FORD LINCOLN
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15900 MI
Comm Type: OUTBOUND CALL TO DEALER
Analyst Name: MULLIGAN,CASSIDY
Analyst: CMULLIG5
Action Date: 10/02/2012
Action Time: 17.18.01.432
Action Data: No
Comments OBC TO DLR - SPOKE WITH (SA) WAYNE - HE STATED THAT (SM) RICHARD ADV THAT AN FSE WOULD BE COMING OUT - CSM WAITING TO SPEAK WITH (SM) ABOUT ISSUE

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 06418 BILL HOOD FORD LINCOLN
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15900 MI
Comm Type: OUTBOUND CALL TO DEALER
Analyst Name: MULLIGAN,CASSIDY
Analyst: CMULLIG5
Action Date: 10/02/2012
Action Time: 17.50.48.703
Action Data: No
Comments DLR IS CHECKING FUEL SAMPLES - DLR IS CURRENTLY RUNNING TESTS TO RELAY BACK TO FSE - DLR STATED HE WAS GRANTED FSE INVOLVEMENT - DLR IS HOPING TO HAVE INFORMATION FROM TESTS BACK TO FSE BY TOMORROW TO DETERMINE NEXT STEPS

Action: CREATE FOLLOW UP
Dealer: 06418 BILL HOOD FORD LINCOLN
Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Odometer: 15900 MI
Comm Type: OUTBOUND CALL TO CUSTOMER
Analyst Name: MULLIGAN,CASSIDY
Analyst: CMULLIG5
Action Date: 10/02/2012
Action Time: 17.56.48.983
Action Data: Yes
Comments OBC TO CUST AT [REDACTED] RELAYED DLR CONVERSATION - CUST SAID PREVIOUS DLR HAS DONE THIS AND NOW HE ONLY BUYS CHEVRON GAS AND HAS PREVIOUSLY TRIED DIFFERENT OCTANES - ADV

CUST WE WILL WAIT TO GET SAMPLES BACK AND REVIEW NEXT STEPS FROM FSE - CUST SAID THE DLR ONLY GAVE HIM A RENTAL FOR 2 DAYS, ADV CUST I WOULD SPEAK TO DLR ABOUT AN EXTENSION - CUST THANKED FOR CALL - ADV CUST WE WILL TOUCH BASE AGAIN ON FRIDAY

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	10-05-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CONCERN ADDRESSED

Dealer: 06418 BILL HOOD FORD LINCOLN

Origin Desc: CUSTOMER CARE SOLUTIONS TEAM

Odometer: 15900 MI

Comm Type: OUTBOUND CALL TO CUSTOMER

Analyst Name:
MULLIGAN,CASSIDY

Analyst: CMULLIG5

Action Date: 10/08/2012

Action Time: 16.09.38.718

Action Data: Yes

Comments OBC TO CUST - ADV CUST WAS FOLLOWING UP ON THE 2012 F150 - UNDERSTAND THE VEH HAS BEEN RELEASED - CUST SAID THE VEH IS STILL RUNNING SLUGGISH - ADV CUST TO MONTITOR CONCERN AND MAKE SURE HE IS CONSISTENLY PUTTING IN SAME FUEL - CONFIRMED CUST HAS CSM CONTACT INFO - ASKED HIM TO CALL IF THERE ARE ADDITIONAL ISSUES - CUST AGREED AND THANKED - NO FURTHER ACTION AT THIS TIME - REP TO CLOSE CASE

<u>Data Element Name</u>	<u>Data Value</u>
CUSTOMER'S LTV SCORE	88
PARTS ESCALATION USED? (Y/N)	N
TECH ASSIST (FSE INVOLVED) USED? (Y/N)	N
TECH HOTLINE CONSULTED? (Y/N)	N
ESP USED? (Y/N)	N
SCP USED? (Y/N)	N
X-PLAN USED? (Y/N)	N
CLP FINANCIAL ASSIST PROVIDED? (Y/N)	N
-ESTIMATED REPAIR COST(@WARR RATES) (\$)	
-CUSTOMER'S SHARE OF REPAIR COST (\$)	
-DEALER'S SHARE OF REPAIR COST-P18 (\$)	
-DEALER'S SHARE OF REPAIR COST-OTHER(\$)	
-FORDS'S SHARE OF REPAIR COST-P11 (\$)	
CLP FINANCIAL ASSIST DENIED? (Y/N)	N
NONE OF THE ABOVE (Y/N)	Y

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All Action Details for Issue

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VIN: 1FTEX1CM6CF [REDACTED]	Year: 2012	Model: F-SERIES	Case: 1356231632
Name: GARY DILLON	Owner Status: Original	WSD: 2012-02-16	
Symptom Desc: AUTO TRANS NO ENGAGEMENT		Primary Phone: [REDACTED]	
Reason Desc: CLP - IN - BUYBACK - MULTIPLE REPAIRS		Secondary Phone: [REDACTED]	
Issue Type: 04 REGION	Issue Status: CLOSED		
Initial Customer Contact: 06/11/2012			

Action: TIER ONE OPEN ISSUE		Origin Desc: TIER ONE - MELBOURNE
Dealer: 08225 KEITH WHITE FORD-LINCOLN		
Odometer: 8700 MI	Comm Type: PHONE	
Analyst Name: GARRETT (KGARRE12),KEVIN	Analyst: KGARRE12	
Action Date: 06/11/2012	Action Time: 09.53.42.988	Action Data: No

Comments 1. VEH WOULD START--HAPPENED AT 5,000 MILES --CUST GOT OUT AND MESSSED WITH IT--THE VEH THEN STARTED--HAPPENED AGAIN A COUPLE HUNDRED MILES LATER--CUST CALLED THE DLR --CUST HAD TO TAKE OFF WORK --CUST TOOK THE VEH TO THE DLR --CUST ASKED FOR A LOANER--THE DLR WAS GOING TO GIVE HIM THE WORSE VEH ON THE LOT--CUST THEN TOLD DLR JUST TO GIVE HIM HIS VEHICLE--CUST ASKED THE DLR TO SEND THE PARTS TO HIM BECAUSE HE WAS GOING TO TAKE IT TO THE HIS LOCAL DLR--THE LOCAL DLR DIDNT WANT TO REPAIR THE VEH AND SENT HIM BACK TO THE FIRST DLR--CUST WENT BACK TO THE FIRST DLR--DLR REPAIRED THE VEH --CUST TOLD THE DLR ABOUT A TRANS ISSUE (FELT LIKE VEHICLE WENT INTO NEUTRAL)--THE DLR ATTEMPTED TO REPAIR THE VHE --CUST PICKED UP THE VEH --CUST NOTICED THE ISSUE WITH TRANS AGAIN --CUST TOOK THE VEH BACK TO THE DLR--THE DLR SAID THERE WAS A MISS FIRE --CUST NO LONGER WANTS VEH WITH ALL THE ISSUES--CUST IS SEEKING FOR FORD TO BUYBACK THE VEH --1 ST DLRNATCHEZ FORD LINCOLN 14 SGT S PRENTISS DRIVENATCHEZ MS 39120(601) 445-0076--2ND DLRKEITH WHITE FORD-LINCOLN 2102 VETERANS BLVD.MCCOMB MS 39648(601) 684-3970--I HAVE DOCUMENTED YOUR CONCERNS AND AM SENDING YOUR INFORMATION TO OUR CUSTOMER CARE SOLUTIONS TEAM. YOU WILL BE CONTACTED BY A SPECIALIST TO DISCUSS YOUR ISSUE WITHIN 2 BUSINESS DAYS. THIS DOES NOT GUARANTEE THAT FORD WILL BUYBACK YOUR VEHICLE. FORD'S COMMITMENT IS TO HONOR THE NEW VEHICLE LIMITED WARRANTY.--THE VEH IS CURRENTLY WITH CUST--CUST CAN BE REACHED AT [REDACTED] AND IF HE DOESNT ANSWER TRY TO CONTACT HIM ON [REDACTED]

Action: CREATE FOLLOW UP		Origin Desc: CUSTOMER CARE SOLUTIONS TEAM
Dealer: 08225 KEITH WHITE FORD-LINCOLN		
Odometer: 8700 MI	Comm Type: PHONE	
Analyst Name: CYR,APRIL	Analyst: ACYR	
Action Date: 06/11/2012	Action Time: 16.59.14.072	Action Data: Yes

Comments CSM APRIL 77702 - OBC TO DLR IN RESPONSE TO EMAIL RECD FROMSM JOSH - THIS CUST ACCORDING TO SM, HAS ONLY BEEN TO KEITH WHITE FORD ONE TIME - LAST FRIDAY, AFTER HOURS, SHOP WAS CLOSED & TECHS/SA/SM ALL WALKING OUT TO THEIR CARS TO GO HOME - SM ADVISED THE CUST WAS RUDE & DEMANDING, VEH WAS SCANNED TO REVEAL A CODE MISFIRE AFTER HARD ACCELERATION - SM CONSULTED W/CUST ABOUT 'FLOORING IT' WHICH CUST ADMITTED TO - SM ADVISED OF POSS BAD (LOWER ECTANE) GASOLINE FOR THIS TYPE DRIVING, CUST DID NOT RTN TO SHOP NOR HAS HE CALLED. NOTE FROM SM - THIS TRUCK WAS NOT TAKEN CARE OF ON ANY LEVEL, VERY DIRTY, "TRASHED" MORE THAN MOST TRUCKS WITH EXCESSIVE MILES AND MANY YEARS OLD. CUST CALL TO CRC STATES HE WANTS A BUYBACK OR REPLACEEMNET - CSM ADVISED SM THIS WOULD NOT OCCUR - ONLY ONE CLAIM IN AWS @ NATCHEZ FORD WHERE CUST PURCH'D TRUCK. THIS IS ONLY VEH ON FILE FOR THIS CUST - PLACING FUP TO CONTACT CUST TOMORROW TO ADVISZE NO BUYBACK WOULD BE ENTERTAINED, IF CUST HAS ONGOING ISSUE(S) W/VEH HE NEEDS TO GET TRUCK INTO A DLR FOR DIAGNOSTICS. CSM WILL INQUIRE AS TO WHICH DEALERSHIP CUST REFERS TO IN OPENING CALL ...(BACK TO DLR...WENT TO DLR...BACK TO DLR...ETC) AS AGAIN, KEITH WHITE FORD HAS SEEN THIS VEH ONE TIME LAST FRI 6/8 AFTER HOURS.

Data Element Name	Data Value
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DATE OF FOLLOW UP:
TIME OF FOLLOW UP (HH:MM):

06-12-2012
18:00

Action: CREATE FOLLOW UP
Dealer: 08225 KEITH WHITE FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8700 MI **Comm Type:** PHONE
Analyst Name: CYR,APRIL **Analyst:** ACYR
Action Date: 06/13/2012 **Action Time:** 11.31.13.557 **Action Data:** Yes

Comments CSM APRIL 77702 - OBC TO CUST ██████████ CUST CURSED CONTINUALLY THROUGHOUT THE ENTIRE CONVERSATION - STATES HE WORKS FROM 5AM TO AFTER 6PM 6 DAYS PER WEEK - CSM OFFERED TO ASSIST W/GETTING CUST A RENTAL TO HAVE CONCERN ADDRESSED/DIAGNOSED AT A FMC DEALERSHIP, BUT CUST NOT WILLING TO COMMIT TO A DAY WHEN HE CAN TAKE TRUCK TO DLR - WORKS 100 MI FROM HOME, SELLING DLR IS 110 MI FRM HIS HOME, CLOSEST DLR IS KEITH WHITE WHO CUST VERBALIZED TREATED HIM LIKE HE WAS A **** IDIOT* CUST REPEATEDLY WAS ASKED TO STOP CURSING AT CSM, REFUSED TO TALK W/CSM W/OUT SWEARING AND SCREAMING - PROB IS INTERMITTENT, NOT SURE IT WILL BE ABLE TO BE DUPLICATED IF TAKEN TO DLR - WANTS ANOTHER TRUCK - CSM ADVISED I WILL NOT REPLACE OR BUYBACK YOUR VEH - ONLY 1 PRIOR REPAIR IN CLAIMS HISTORY, CUST SHOWED UP @ CLOSING TIME @ KEITH WHITE AND THEY STAYED TO ADDRESS HIS CONCERN - CODE INDICATED HARD ACCELERATION - SM CONSULTED W/CUST ABOUT DRIVING HABITS - CUST NOT HAPPY ABOUT ANYTHING. CSM OFFERED UP TO 3 DAY RENTAL IF CUST WILLING TO DROP TRUCK @ DLR (ANY DLR) - CUST FEELS AS THOUGH DLR NEEDS TO STAY LATE TO ACCOMMODATE HIS SCHEDULE - CSM WILL NOT ASK DLR TO DO THIS, EVERYONE THAT NEEDS DLR ASSIST MUST TRY TYO GET TO DLR DURING OPENING HRS & CSM ENCOURAGED CUST TO MAKE AN APPT, DO NOT JUST STOP BY & EXPECT DLR TO TAKE HIM IN RIGHT AWAY. CUST C/O TRUCK FEELIGN LIKE IT GOES INTO NEUTRAL AFTER PASSING GEAR - ACCELERATED TO PASS ON HWY, DECELERATES ONCE PAST HIS TARGET, AND WHEN HE RE-ACCELERATES, TRUCK KICKS HARD INTO GEAR - THIS IS LIKELY A NORMAL OPERATING CONDITION, AS RPMS DROP WHEN FOOT OFF ACCEL & SEARCH TO FIND APPROPRIATE GEAR & GOES INTO THAT GEAR WHEN RE-ACCELERATION OCCURS. CSM ADVISED A CALL WILL BE PLACED TO JOSH @ DLR, ASK FOR ASSIST IN GETTING CUST IN RENTAL X 3 DAYS (@\$30/DAY) FOR DIAGS - CSM WILL CONTACT SM & ADVISE OF PLAN, CUST WILL CONTACT WIFE TO SEE IF SHE CAN DROP TRUCK OFF & WHEN CONVENIENT FOR HER, CSM WILL ASSIST IN MAKING APPT, BUT ENCOURAGED CUST TO CONTACT DLR FOR FINAL ARRANGEMENTS & DROP OFF TIME TO PICK UP RENTAL - PLACING FUP FOR TOMORROW TO CK W/DLR FOR APPT TIME

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	06-14-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: DOCUMENT ADDITIONAL INFORMATION
Dealer: 08225 KEITH WHITE FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8700 MI **Comm Type:** PHONE
Analyst Name: CYR,APRIL **Analyst:** ACYR
Action Date: 06/13/2012 **Action Time:** 11.48.19.880 **Action Data:** No

Comments CSM APRIL 77702 - OBC TO DLR - NO ANS - LM ON VM IN SVC FOR JOSH TO CONTACT CSM - OBC TO SM CELL - NO ANS - LM ON VM ASKING FOR CALL, BUT ADVISED OF 3DAY RENTAL OFFERED FOR CUST & THAT CUST WILL BE CONTACTING JOSH DIRECTLY FOR MAKING APPT TO DROP OFF TRUCK FOR DIAGS - CSM PREVIOUSLY SPOKE TO CUST & ADVISED THE CONCERN WILL HAVE TO BE DUPLICATED & IF NOT, NO FURTHER ACTION WILL BE ABLE TO OCCUR - CUST STATES HAPPENS EVERYTIME HE GOES INTO/OUT OF PASSING GEAR ON HWY. FUP IN PLACE FOR TOMORROW TO CK W/DLR

Action: CREATE FOLLOW UP
Dealer: 08225 KEITH WHITE FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8700 MI **Comm Type:** PHONE
Analyst Name: CYR,APRIL **Analyst:** ACYR
Action Date: 06/13/2012 **Action Time:** 17.32.07.357 **Action Data:** Yes

Comments CSM APRIL 77702 - IBC RTND FROM JOSH - STATES HE RECD A CALL ON HIS VM, BUT VERY GARBLED & COULD NOT UNDERSTAND WHO IT WAS OR A PHONE # CLEAR ENOUGH TO BE CONFIDENT IT WAS MR DILLON. CSM ADVISED CUST OR HIS WIFE WILL BE CALLING TO MAKE APPT W/JHOSH TO HAVE TRUCK INSPECTED/DIAGNOSED & CSM AUTH'D UP TO 3 DAYS RENTAL @ \$30/DAY FOR DIAGS - PLACING FUP FOR TOMORROW TO MAKE SURE APPT WAS MADE

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	06-14-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
Dealer: 08225 KEITH WHITE FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8700 MI **Comm Type:** INBOUND EMAIL-OTHER
Analyst Name: CYR,APRIL **Analyst:** ACYR
Action Date: 06/14/2012 **Action Time:** 16.53.03.682 **Action Data:** Yes

Comments CSM APRIL 77702 - SEVERAL EMAILS TO AND FROM SM TODAY - SM WILL CONTACT CUST TODAY TO VERIFY APPOINTMENT FOR DROP OFF/PICK UP OF RENTAL BY CUST/WIFE TO ADDRESS CURRENT CONCERN - FUP TOMORROW TO TALK TO SM IF UNABLE TO GET THROUGH TO HIM TODAY

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	06-15-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
Dealer: 08225 KEITH WHITE FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8700 MI **Comm Type:** INBOUND EMAIL-OTHER
Analyst Name: CYR,APRIL **Analyst:** ACYR
Action Date: 06/15/2012 **Action Time:** 12.19.31.362 **Action Data:** Yes

Comments CSM APRIL 77702 - RECD EMAIL FROM SM STATING CUST CONTACTED SM, ADVISED HE WILL BE BRINING VEH TO DLR ON MON AT NOON TO DROP OFF FOR DIAGS (ACTUALLY WIFE WILL BE BRINING TRUCK IN) - MOVING FUP FOR WED TO CONTACT DLR TO CK ON IF CONCERN WAS ABLE TO BE DUPLICATED/DIAGNOSED AT THAT TIME, AS CSM AUTH'D 3 DAYS OF RENTAL \$30/DAY FOR THIS CUST FOR DIAGS

<u>Data Element Name</u>	<u>Data Value</u>
DATE OF FOLLOW UP:	06-19-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
Dealer: 08225 KEITH WHITE FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8700 MI **Comm Type:** INBOUND EMAIL-OTHER
Analyst Name: CYR,APRIL **Analyst:** ACYR
Action Date: 06/19/2012 **Action Time:** 17.18.06.084 **Action Data:** Yes

Comments CSM APRIL 77702 - RECD EMAIL FROM SM JOSH YESTERDAY - STATES FRIDAY, CUST CALLED DLR, STATED WIFE BRINGING VEH TO DLR MON AT NOON & HE NEEDS RENTAL - SM ADVISED CUST VERY SHORT AND DEMANDING TONE - DID NOT GIVE DLR AN OPTION TO OFFER AN APPT, SIMPLY SAID WIFE WILL BE THERE AT NOON - HAVE A RENTAL READY. SM TRYING TO APPEASE CUST AT CSM REQUEST, STATED THEY WILL BE READY TO TAKE IN VEH WHEN IT ARRIVES. CUST CALLED CSM MON AM AND SAID HE NEEDS A RENTAL AT NOON - CSM ADVISED THIS WILL NEED TO BE CONFIRMED WITH THE DEALERSHIP, ADVISED CUST TO PLZ CONFIRM APPT W/DLR & ADVISE OF SPECIAL NEEDS FOR RENTAL - SM CALLED CSM TO ADVISE WIFE SHOWED UP EARLIER THAN APPT, RENTAL HAD NOT BEEN ARRANGED FOR EARLIER, BUT WAS PLANNED TO HAVE DELIVERED FOR NOON, SM CONTACT CSM WHO ADVISED DLR TO SIMPLY TELL CUST RENTAL WILL NOT BE

AVAIL UNTIL ORIG APPT TIME - NOON, BUT CUST WELCOME TO RENT A VEH ON HIS OWN IF HE NEEDED TO CHANGE APPT TIME, ETC. THEN, WIFE RETURNED JUST BEFORE NOON, ENTERPRISE WAS ON ITS WAY TO DLR BUT HAD NOT ARRIVED YET, WIFE ASKED WHAT KIND OF CAR SHE WAS GETTING, SM ADVISED HE DID NOT KNOW, IT WAS ON ITS WAY FROM ENTERPRISE & THEY ARE USUALLY VERY CLOSE TO ON TIME WITH RENTAL DROP OFF TO DRL. CUST APPARENTLY ASKED AGAIN WHAT KIND OF CAR SHE WAS GETTING, SM ADVISED AGAIN HE DOES NOT KNOW YET UNTIL IT ARRIVES. WIFE CALLED MR DILLON WHO ASKED TO PUT JOSH ON THE PHONE, CURSED AT HIM, MADE DEMANDS TO SM AND SM EVENTUALLY CALLED ENTERPRISE, CANCELLED RENTAL FOR CUSTOMER, AND ADVISED CUST THIS DLR NOT WILLING TO WORK ON THIS TRUCK AGAIN IN THE FUTURE AND ASKED CUST /WIFE TO LEAVE PREMISES - PER DLR, CUST THEN WENT UP FRONT & STARTED GETTING LOUD AND ABUSIVE IN THE SALES SHOW ROOM - CUST WAS ADVISED JOSH SM IS THE PERSON WHO MAKES THIS DECISION & THEY SUPPORTED SM'S DECISION TO NOT SEE THIS CUST AGAIN. ALL THIS HAPPENED AND SM CALLED CSM BEFORE 12:04 EST (11:04 CENTRAL TIME, ONE HOUR BEFORE SCHEDULED APPOINTMENT) MR DILLON CALLED CSM'S EXTENSION 5 TIMES WITHIN 15 MINUTES, LEAVING VM EA TIME, EACH CALL GETTING MORE AND MORE LOUD AND DEMANDING A CALL BACK NOW, KNOWING HE HAD SPOKEN TO OTHERS EARLIER IN DAY AND WAS TOLD CSM WILL FUP TUES BEFORE COB. ONE ONE MSG, CUST ACTUALLY STATED HE UNDERSTOOD JOSH WAS "TALKING S**T" TO HIS WIFE AND THAT CSM BETTER CALL JOSH" OR HE (CUST) WILL "GO DOWN THERE AND ***K HIM UP". CUST ALWAYS USES ABUSIVE LANGUAGE ON PHONE - HAS CALLED TO APOLOGIZE FOR CURSING AT CSM THEN NEXT CALLS, CURSES THROUGH CONVERSATION AGAIN. THIS CUST NEEDS ANOTHER DEALER WHO WOULD BE WILLING TO SEE HIM. HIS SELLING DLR (NATCHEZ) IS 100 MI AWAY AND HE IS NO LONGER WELCOME AT KEITH WHITE FORD, HIS HOMETOWN DEALERSHIP. OBC TO [REDACTED] - SOUNDED HE PICKED UP THE CALL AND HUNG UP ALMOST IMMEDIATELY ON CSM = CSM WILL CONTACT NATCHEZ TO SEE IF THEY WOULD LIKE TO SEE THIS CUST @ THAT DLR & LET CUST KNOW - CUST MAY HAVE TO MAKE APPT HIMSELF, AS HIS WORK HOURS AND DEMANDS ARE TOO MUCH FOR MANY DEALERSHIPS TO WORK WITH AND HE WILL NOT KEEP

Data Element Name	Data Value
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DATE OF FOLLOW UP:	06-20-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CREATE FOLLOW UP
Dealer: 08225 KEITH WHITE FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8700 MI **Comm Type:** PHONE
Analyst Name: CYR,APRIL **Analyst:** ACYR
Action Date: 06/20/2012 **Action Time:** 17.14.36.944 **Action Data:** Yes

Comments CSM OBC CUST [REDACTED] - LM ON VM ADVISING CUST OF CSM KNOWLEDGE OF CUST BEING ASKED TO LOCATE ANOTHER DEALERSHIP - CSM CANNOT DO THIS FOR CUST, HE WILL NEED TO EITHER CONTACT ANOTHER DEALERSHIP OR ADVISE CSM WHICH DEALERSHIP(S) HE IS DESIRING TO VISIT - CSM PLACED CALL TO NATCHEZ TODAY TO DISCUSS W/JIMMY & LM ON VM ASKING FOR CB - PLACING FUP FOR TOMORROW TO CK AGAIN W/NATCHEZ TO SEE IF THEY ARE WILLING TO SEE CUST VEH

Data Element Name	Data Value
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DATE OF FOLLOW UP:	06-21-2012
TIME OF FOLLOW UP (HH:MM):	18:00

Action: CUSTOMER DOES NOT WISH TO ADDRESS AT THIS TIME
Dealer: 08225 KEITH WHITE FORD-LINCOLN **Origin Desc:** CUSTOMER CARE SOLUTIONS TEAM
Odometer: 8700 MI **Comm Type:** PHONE
Analyst Name: CYR,APRIL **Analyst:** ACYR
Action Date: 06/21/2012 **Action Time:** 17.47.39.712 **Action Data:** No

Comments CSM APRIL 77702 - OBC TO CUST - ADVISED CUST CSM MORE THAN HAPPY TO ASSIST IN MAKING APPT FOR CUST VEH TO GET INSPECTED AT ANOTHER DEALERSHIP, BUT MUST MOVE ON FORWARD FROM TODAY - CUST WANTS TO REHASH HIS TAKE ON WHAT WAS SAID AND CSM STATED WE DO NOT WANT TO GO OVER THOSE DETAILS, CSM CANNOT 'TAKE SIDES' AND WOULD LIKE TO START FRESH & GET APPT FOR CUST - CUST HUNG UP ON CSM - CLOSING AS CUST NOT WANTING TO ADDRESS AT THIS TIME

All Action Details for Issue

[Print](#)

VIN: 1FTEX1CM6CF [REDACTED]	Year: 2012	Model: F-SERIES	Case: 1356231632
Name: [REDACTED]	Owner Status: Original	WSD: 2012-02-16	
Symptom Desc: AUTO TRANS NO ENGAGEMENT		Primary Phone: [REDACTED]	
Reason Desc: DEALERSHIP - NEGATIVE FEEDBACK		Secondary Phone: [REDACTED]	
Issue Type: 01 INQUIRY	Issue Status: CLOSED		

Action: TIER ONE CLOSE ISSUE		
Dealer: 08225 KEITH WHITE FORD-LINCOLN		Origin Desc: TIER ONE - MELBOURNE
Odometer: 9000 MI	Comm Type: PHONE	
Analyst Name: CONTE, AARON	Analyst: ACONTE2	
Action Date: 06/18/2012	Action Time: 14.21.13.948	Action Data: No

Comments **CUST. SAYS****CUST. SAYS**-JUST TODAY WHEN HIS WIFE BROUGHT VEH TO DLR FOR IT TO BE WORKED ON, THE DLR'S S/M JOSH WHITE WAS RUDE TO HIS WIFE-HIS WIFE WAS ASKING JOSH WHERE TO PUT HER KIDS SO THE VEH CAN BE WORKED ON-JOSH'S RESPONSE TO CUST.'S WIFE WAS "JUST TAKE THE KIDS OUT OF THE VEH" AND IT WAS SAID IN A RUDE WAY-JOSH SIGNED A FORM TO NOT WORK ON THIS CUST.'S VEH -CUST. IS UPSET FOR ALL THIS HAPPENING AND HOW HE TREATED HIS WIFE-WANTS COMPLAINT SENT TO FORD DLR FOR THIS RUDE TREATMENT TO HIS WIFE**DLR INFO**KEITH WHITE FORD-LINCOLN2102 VETERANS BLVD.MCCOMB, MS 39648TEL:(601) 684-3970FAX:(601) 684-4944**CRC ADV**THANK YOU FOR PROVIDING FORD MOTOR COMPANY WITH YOUR COMMENTS; YOUR OPINIONS ARE VALUABLE TO US, I HAVE DOCUMENTED YOUR EXPERIENCE

Ford Confidential

Server: AWS QA
 Claims loaded through: 20-FEB-2013

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 04-MAR-13

Note: All Costs are in US Dollars Server Name: AWS QA Claims loaded through

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT NA	VRT ROW	VFG	CCC	CD
1FTEX1CM6C1[REDACTED]	F6	T/F6	F	T/BD	T/AM	T/B	AF	T/C3	T/RM	10-DEC-2011	16-FEB-2012	123514	USA	4	2C01	BR3Z	11002	A	F04	S11	V52	D03	01
AWS Claim Key:	1246895		Doc #: 05271401	Trx Code: 1			Labor Hrs: 4.3	Labor Cost: 325.77	Material Cost: 309.95	Total Cost: 635.72													
Dlr Cd-Sub Cd:	05922-*	Name: NATCHEZ FORD LINCOLN					Ph: 601-4450076	St: MS	Ctry Cd: USA	Reg Cd: NA	Repr Date: 25-MAY-2012		DIST(Mile): 7289										
Cust Comments:	DOES NOT WANT TO ENGAGE & MAKES A LOUD GRINDING SOUND SOMETIMES																						
Tech Comments:	VERIFIED MAKING NOISE ON STARTING; FOUND STARTER STAYING ENGAGED TOO LONG DAMAGING FLYWHEEL; REMOVED TRANSMISSION & REPLACED FLYWHEEL AND STARTER; RETESTED, TEST DROVE																						
1FTEX1CM6C1[REDACTED]	F6	T/F6	F	T/BD	T/AM	T/B	AF	T/C3	T/RM	10-DEC-2011	16-FEB-2012	123514	USA	4	2G04 *	DIAG	*	F04	S11	V29	E29	42	
AWS Claim Key:	1326068		Doc #: 04326102	Trx Code: 2			Labor Hrs: .2	Labor Cost: 13.88	Material Cost: 0	Total Cost: 13.88													
Dlr Cd-Sub Cd:	08225-*	Name: KEITH WHITE FORD-LINCOLN					Ph: 601-6843970	St: MS	Ctry Cd: USA	Reg Cd: NA	Repr Date: 08-JUN-2012		DIST(Mile): 8484										
Cust Comments:	CHECK ENGINE LIGHT STAYING ON																						
Tech Comments:	CUSTOMER COMPLAINED OF CHECK ENGINE LIGHT ON. RAN QUICK TEST AND CHECKED OASIS. P0303 P0316. ASKED CUSTOMER HOW HE WAS DRIVING WHEN LIGHT CAME ON. WOTTO PASS ANOTHER CAR. TOLD HIM POSSIBLE FUEL GRADE ISSUE. BRING BACK FOR US TO DO MORE TESTING IF LIGHT COMES BACK ON.																						
1FTEX1CM6C1[REDACTED]	F6	T/F6	F	T/BD	T/AM	T/B	AF	T/C3	T/RM	10-DEC-2011	16-FEB-2012	123514	USA	7	2B02	7T4Z	12029	E	F04	S11	V29	E29	42
AWS Claim Key:	2209091		Doc #: 05278951	Trx Code: S07			Labor Hrs: .8	Labor Cost: 68.71	Material Cost: 118.7	Total Cost: 187.41													
Dlr Cd-Sub Cd:	06418-*	Name: BILL HOOD FORD LINCOLN					Ph: 985-3451590	St: LA	Ctry Cd: USA	Reg Cd: NA	Repr Date: 23-AUG-2012		DIST(Mile): 13655										
Cust Comments:	CUSTOMER STATES CHECK ENGINE LIGHT BLINKS ON AND OFF WHILE DRIVING AT HIGHWAY SPEEDS . SEEMS WORSE WHEN GOING INTO PASSING GEAR																						
Tech Comments:	EEC TEST P0303 R&R UPPER INTAKE SWAP #3 INJECTOR WITH #4 MISFIRE DOES NOT MOVE R&R UPPER INTAKE AGAIN REPLACE #3 COIL AND PLUG CLEAR CODES TEST DRIVE TO CLEAR MONITOR RETEST OK																						

IFTEX1CM6C1 [REDACTED] F6 T/F6 F T/BD T/AM T/B AF T/C3 T/RM 10-DEC-2011 16-FEB-2012 123514 USA 8 6Y20 * RENTAL * F09 SXX V99 A99 82
AWS Claim Key: 2481609 **Doc #:** 05388452 **Trx Code:** P11 **Labor Hrs:** 0 **Labor Cost:** 0 **Material Cost:** 0 **Total Cost:** 60
Dir Cd-Sub Cd: 06418-* **Name:** BILL HOOD FORD LINCOLN **Ph:** 985-3451590 **St:** LA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 01-OCT-2012 **DIST(Mile):** 16723
Cust Comments: ENTERPRISE RENTAL
Tech Comments: 2 DAYS RENTAL M01X9 P11 2 DAY RENTAL AT 30.00 A DAY

IFTEX1CM6C1 [REDACTED] F6 T/F6 F T/BD T/AM T/B AF T/C3 T/RM 10-DEC-2011 16-FEB-2012 123514 USA 8 2E06 * 9H307 * F04 S11 V52 D42 42
AWS Claim Key: 2481608 **Doc #:** 05388451 **Trx Code:** S07 **Labor Hrs:** .9 **Labor Cost:** 77.29 **Material Cost:** 0 **Total Cost:** 77.29
Dir Cd-Sub Cd: 06418-* **Name:** BILL HOOD FORD LINCOLN **Ph:** 985-3451590 **St:** LA **Ctry Cd:** USA **Reg Cd:** NA **Repr Date:** 01-OCT-2012 **DIST(Mile):** 16723
Cust Comments: CUSTOMER STATES ON ACCELL CHECK ENGINE LIGHT CAME ON , ENGINE STARTED MISSING RUNNING ROUGH AND AC STARTED BLOWING HOT , CHECK ENGINE LIGHT WENT OUT A C STARTED BLOWING COLD AND ENGINE STA
Tech Comments: EEC EEC SYSTEM DIAGNOSIS (QUICK TEST)

Any comments? You can contact



webmaster

GCQIS Report Analysis

Report Summary

Report 1 of 3

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Report# :	CGPBV010 NHL	Received:	07/16/2012
CCRG/EPRC:		Date:	
Vehicle:	2012,F150 4X2 ,F150 ,SUP CAB,STYSD ,1FTEX1CM6CF [REDACTED]	Build Date:	12/10/2011
Odometer :	16,732 M	Engine:	3.7L 4V
Transmission:	6R80E	A/C:	YES
Dealer:	USA 06418 Bill Hood Ford Lincoln	Phone#:	(985) 345-1590
City:	Hammond	State:	Louisiana
Originator:	AUBREY CALDWELL	Country :	USA
Symptom:	5 50 2 39 DRV PERF,RUNS ROUGH,ACCEL,INTERMITTENT		
Status:			
VFG:	V52 DRIVEABILITY		
Additional Symptom:	MISFIRE RUNNING ROUGH		
Fix: Y	Causal Component :	CUSTOMER EXPECTATIONS -- CUS	
Condition Code:			

Hotliner: BGRAHA43

Phone: 313 248-8050

Regn Cd: C3 Memphis

Engineering:

Phone:

TAR: CLD

Dlr Contact: AUBREY CALDWELL

Phone: 000 000-0000

Title Cde: T

KOEO: P0303 P0304 P0316 P0300

KOEC:

KOER:

Comments:

REPAIR 07/16/2012 11:45AM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:CHECK ENGINE LIGHT ON, RUNS ROUGH UNDER
ACCELERATION, PASSING ON HIGHWAY DIAGNOSTICS: KOEO SELF TEST,
SWAPPED #4 & #5 COIL PARTS REPLACED:NA TECH QUESTION:ANY KNOWNNS?

RECOMM 07/16/2012 11:45AM BRIAN GRAHAM MSS - FCSD - TECH SVC HOTLINE
AUBREY, IF NOT DONE ALREADY, RECOMMEND TO ROAD TEST VEHICLE WHILE
MONITORING POWER BALANCE TO VERIFY MIS-FIRING ON CYLINDERS 3&4. IF
MISFIRE WAS VERIFIED AND THE COILS WERE SWAPPED AND THE MISFIRE DID
NOT FOLLOW THE SWAP, RECOMMEND TO SWAP SPARK PLUGS FROM KNOWN GOOD
CYLINDERS AND RETEST. RECOMMEND TO PERFORM A FUEL INJECTOR FLOW
TEST AND TAKE A FUEL SAMPLE TO INSPECT FOR ANY CONTAMINATION. ALSO
SWAP FUEL INJECTORS FROM A KNOW GOOD CYLINDER TO SEE IF THE MISFIRE
FOLLOWS. IF THE FUEL INJECTORS PASS AND THE FUEL IS NOT
CONTAMINATED, SUGGEST TO PERFORM A MANUAL COMPRESSION TEST ON THE
SUSPECTED CYLINDERS AND COMPARE TO A KNOWN GOOD CYLINDER. IF THE
COMPRESSION TEST FAILS, AN INTERNAL ENGINE CONCERN IS SUSPECTED.

REPAIR 10/02/2012 12:44PM NMASON29
08/23/2012 11:32AM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE WEB
FORM DATA - CONCERN:MISSES ON ACCERATION,PASSING ON INTERSTATE
DIAGNOSTICS: EEC TEST,TEST DRIVE PARTS REPLACED:NONE TECH
QUESTION:ANY PRIOR REPORTS OR SIMILAR CONCERNS ?

RECOMM 10/02/2012 12:44PM NMASON29
08/23/2012 11:32AM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE
DAVID, IN ORDER TO ATTEMPT TO ISOLATE THE FAULT TO A PARTICULAR
COMPONENT, RECOMMEND TO SWAP THE CYLINDER 1 AND CYLINDER 3 COILS WITH
KNOWN GOOD CYLINDERS. IF THE CODES FOLLOW THE COILS, REPLACE THE
COILS AND RE-EVALUATE THE CONCERN. IF THE CODES DO NOT FOLLOW A

COMPONENT SWAP, RECOMMEND TO PERFORM A FUEL INJECTOR FLOW TEST TO DETERMINE IF THERE IS A RESTRICTION IN THE FUEL SYSTEM. IF THE INJECTOR FLOW TEST PASSES, PLEASE PERFORM A FUEL INJECTOR LEAK DOWN TEST. MEASURE AND MONITOR FUEL PRESSURE WITH A MECHANICAL GAUGE, KOEO. FUEL PRESSURE SHOULD NOT DROP BY MORE THAN 18 PSI IN 30 MINUTES. IF FUEL PRESSURE DROP IS EXCESSIVE, REMOVE THE FUEL RAIL WITH THE FUEL INJECTORS TO DETERMINE WHICH INJECTOR IS LEAKING. IF NO FUEL CONCERNS ARE PRESENT, RECOMMEND TO PERFORM A MANUAL COMPRESSION TEST ON ALL CYLINDERS. IF COMPRESSION IS LOW ON ANY CYLINDER, RECOMMEND TO PERFORM A CYLINDER LEAK DOWN TEST TO DETERMINE WHERE THE COMPRESSION IS BEING LOST.

REPAIR 10/02/2012 12:46PM NMASON29

09/07/2012 03:03PM SEAN FRENCH MSS - FCSD - TECH SVC HOTLINE WEB
FORM DATA - CONCERN:MISSES ON ACCEL SOMETIMES DIAGNOSTICS: EEC TEST,SECOND TIME VEHICLE BACK SAME CLYINDER. REALATIVE COMPRESSION PASS PARTS REPLACED:NONE TECH QUESTION:ANY PRIOR REPORTS ?

RECOMM 10/02/2012 12:46PM NMASON29

09/07/2012 03:03PM SEAN FRENCH MSS - FCSD - TECH SVC HOTLINE DAVID,
CURRENTLY THERE ARE NO COMMON FAILURES ATTRIBUTABLE TO CYLINDER #3 MISFIRES. IT IS POSSIBLE FOR FAULTS WITH SPARK PLUGS, IGNITION COILS OR FUEL INJECTORS TO CAUSE THIS CONCERN. IT IS ALSO POSSIBLE FOR AN INTERMITTENT LOSS OF INJECTOR OR COIL PULSE TO ALSO CAUSE THIS CONCERN. RECOMMEND SWAPPING INJECTORS, PLUGS AND COILS (ONE AT A TIME) WITH A KNOWN GOOD CYLINDER AND REEVALUATE THE CONCERN. IF MISFIRES FOLLOW A SWAPPED COMPONENT THEN IT IS RECOMMENDED TO REPLACE THAT SWAPPED COMPONENT AND REEVALUATE. IF COMPONENT SWAPPING DOES NOT IDENTIFY A FAULT RECOMMEND VALIDATING INJECTOR AND COIL PULSE THROUGH USE OF A NOID LIGHT AND COMPARE BRIGHTNESS AND CONSISTENCY WITH A NEIGHBORING CYLINDER. ADDITIONALLY VALIDATE SPARK QUALITY WITH A SPARK TESTER AND COMPARE TO A KNOWN GOOD CYLINDER. IT IS ALSO POSSIBLE FOR AN INTERMITTENT STICKING VALVE TO CAUSE THIS CONCERN. RECOMMEND PERFORMING A RUNNING COMPRESSION TEST

WITH THE SCHRADER VALVE REMOVED FROM THE MECHANICAL GAUGE. RECOMMEND MONITORING THE HIGH HIT OF THE GAUGE NEEDLE AND COMPARE VALUES TO A NEIGHBORING CYLINDER.

REPAIR 10/02/2012 12:47PM NMASON29

09/08/2012 12:41PM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE
ISWAPPED INJECTOR WITH NUMBER 4 AND SWAPPED COIL AND PLUG WITH NUMBER 5. NUMBER 3 IS UNDERNEATH THE INTAKE SO A RUNNING COMPRESSION TEST WILL NOT BE POSSIBLE. ALSO WE HAVE NOTHING TO RIG UP FOR AN INJECTOR FLOW TEST. WE ARE GONNA TEST DRIVE AND SEE WHERE THE MISS MOVES.

RECOMM 10/02/2012 12:47PM NMASON29

09/08/2012 12:41PM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE DAVID,
THANK YOU FOR THE UPDATE. IF YOU WISH, UPDATE THE REPORT WITH YOUR FINDINGS OR IF YOU HAVE A SPARE MOMENT, FILL OUT THE ONLINE SURVEY WHEN THE REPAIR IS COMPLETED.

REPAIR 10/02/2012 12:49PM NMASON29

WEB FORM DATA - CONCERN: ,ON CEL CAME ON, ENGINE STARTED MISSING RUNNING ROUGH AND AC STARTED BLOWING HOT. CEL WENT OUT AC STARTED BLOWING COLD. DIAGNOSTICS: EEC TEST, REALATIVE COMPRESSION TEST -PASS. VEHICLE IN CLOSED LOOP 74% LOAD @ 73 MPH. 56 WARM UP CYCLES PARTS REPLACED: 1814 MILES AGO REPLACED #3 COIL AND PLUG, SWAPED #3 INJECTOR TO #4 TECH QUESTION: ANY PRIOR OR SIMILAR REPORTS ? LAST TIME WAS JUST CYLINDER #3. LAST TIME HOTLINE WANTED A RUNNING COMPRESSION TEST BUT CYLINDER #3 IS UNDER THE INTAKE. NEXT STEP ? 2 CUDL REPORTS

RECOMM 10/02/2012 12:49PM NMASON29

DAVID, DUE TO THE MULTIPLE REPAIR ATTEMPTS AND THE INFORMATION IN THE OPEN CUDL CASE, WE HAVE ESCALATED THIS CONCERN FOR ADDITIONAL REVIEW. A REPRESENTATIVE SHOULD CONTACT YOU BY PHONE OR THROUGH THIS HOTLINE ASSISTANCE REQUEST WITHIN ONE (1) BUSINESS DAY WITH ADDITIONAL INFORMATION OR RECOMMENDATIONS TO ASSIST IN THE RESOLUTION OF THIS VEHICLE CONCERN.

AUDIT 10/02/2012 12:49PM NMASON29

ODOMETER 11002 M CHANGED TO 16732 M BY NMASON29

AUDIT 10/02/2012 12:49PM NMASON29
DEALER 05922, , , USA CHANGED TO 06418, , , USA BY NMASON29

ESCLHD 10/02/2012 12:51PM NMASON29
CONSULTED: WILLIE HOUSTON REGARDING THE OPEN CUDL CASE MENTIONING BUYBACK AND LEMON LAW AND THE MULTIPLE REPAIRS IN THE LAST 3 MONTHS REGARDING THIS MISFIRE CONCERN.

REPAIR 10/02/2012 03:00PM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE
AN OUT BOUND CALL WAS PLACED TO THE DEALER; SPOKE TO SERVICE MANAGER RICHARD BERTONE. THE VEHICLE HAS BEEN TO THE DEALER FOR 3 REPAIR VISITS WITH A TOTAL OF 17 DAYS DOWN.

TAR 10/02/2012 03:00PM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE
NOTE TO FSE: TECHNICAL ASSISTANCE HAS BEEN REQUESTED BY THE HOTLINE FOR THIS VEHICLE DUE TO THE DAYS OUT OF SERVICE AND LACK OF PROGRESS IN REPAIRING THE INTERMITTENT ENGINE MISFIRE (P0300, P0303, P0304) AT FREEWAY SPEED. THE INJECTORS AND COILS WERE SWAPPED BETWEEN CYLINDERS WITHOUT CHANGING THE CONCERN. VEHICLE HAS AN OPEN CUDL REQUESTING BUYBACK. THE VEHICLE HAS BEEN TO THE DEALER FOR 3 REPAIR VISITS WITH A TOTAL OF 17 DAYS DOWN. PLEASE ASSIST THE TECHNICIAN IN RESOLVING THE VEHICLE CONCERN. ESTIMATED NUMBER OF REPAIR ATTEMPTS: 3 ESTIMATED NUMBER OF DAYS OUT OF SERVICE: 17

RECOMM 10/02/2012 03:00PM DALE BARRETT MSS - FCSD - TECH SVC HOTLINE
RICHARD, TECHNICAL ASSISTANCE HAS BEEN REQUESTED BY THE HOTLINE FOR THIS VEHICLE. THE FSE IN YOUR AREA SHOULD CONTACT THE DEALER MANAGEMENT (SERVICE MANAGER OR SERVICE DIRECTOR) WITHIN 1 BUSINESS DAY TO DISCUSS AND ASSIST IN THE RESOLUTION OF THIS VEHICLE CONCERN.

ADD-ON 10/05/2012 02:03PM CHRIS FURNAS(FSE) MSS - FCSD - REG - MEMPHIS
RANDOM MISFIRE, CONCERN HAS NOT BEEN DUPLICATED BY TECH AT DEALERSHIP. FUEL SAMPLE TAKEN, ETHANOL TESTED AT 5%. VEHICLE TEST DRIVEN SEVERAL TIMES AND ALL DRIVING CONDITIONS. CONCERN HAS STILL NOT BEEN DUPLICATED. VEHICLE RETURNED TO CUSTOMER AT THIS TIME. REPORT WILL REMAIN OPEN TO MONITOR.

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ADD-ON 10/18/2012 11:15AM CHRIS FURNAS(FSE) MSS - FCSD - REG - MEMPHIS
CUSTOMER HAS FILED A LAW SUITE AGAINST FORD MOTOR CO. DEALER RECEIVED
A REQUEST FOR ALL SERVICE FILE DOCUMENTS. CLOSING TAR AT THIS TIME.

AUDIT 10/18/2012 11:15AM CHRIS FURNAS(FSE) MSS - FCSD - REG - MEMPHIS
TECH ASSIST REFERRAL HAS BEEN CLOSED

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Server: ECCWS686

Ford Proprietary, Private

4-Mar-2013

Retention: None

GCQIS Report Analysis

Report Summary

Report 2 of 3

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Report# :	CHWA2007 NHL	Received:	08/23/2012
CCRG/EPRC:	.	Date:	
Vehicle:	2012,F150 4X2 ,F150 ,SUP CAB,STYSD ,1FTEX1CM6CF [REDACTED]	Build Date:	12/10/2011
Odometer :	13,655 M	Engine:	3.7L 4V
Transmission:	6R80E	Axle:	3800F3.73L
Dealer:	USA 06418 Bill Hood Ford Lincoln	Calibration:	CF617G0N
City:	Hammond	A/C:	YES
Originator:	DAVID THOMAS	Phone#:	(985) 345-1590
Symptom:	5 50 2 39 DRV PERF,RUNS ROUGH,ACCEL,INTERMITTENT		
Status:			
VFG:	V52 DRIVEABILITY		
Additional Symptom:	MISFIRE ON ACCEL		
Fix:	Causal Component :		
Condition Code:			

Hotliner: SMASSE16

Phone: 313 317-4491

Regn Cd: C3 Memphis

Engineering:

Phone:

TAR:

Dlr Contact: DAVID THOMAS

Phone: 985 345-1590

Title Cde: T

KOEO:

KOEC:

KOER:

Comments:

REPAIR 08/23/2012 11:32AM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE
WEB FORM DATA - CONCERN:MISSES ON ACCERATION,PASSING ON
INTERSTATE DIAGNOSTICS: EEC TEST,TEST DRIVE PARTS
REPLACED:NONE TECH QUESTION:ANY PRIOR REPORTS OR SIMILAR CONCERNS ?

RECOMM 08/23/2012 11:32AM STEPHEN MASSEY MSS - FCSD - TECH SVC HOTLINE
DAVID, IN ORDER TO ATTEMPT TO ISOLATE THE FAULT TO A PARTICULAR
COMPONENT, RECOMMEND TO SWAP THE CYLINDER 1 AND CYLINDER 3 COILS WITH
KNOWN GOOD CYLINDERS. IF THE CODES FOLLOW THE COILS, REPLACE THE COILS
AND RE-EVALUATE THE CONCERN. IF THE CODES DO NOT FOLLOW A
COMPONENT SWAP, RECOMMEND TO PERFORM A FUEL INJECTOR FLOW TEST TO
DETERMINE IF THERE IS A RESTRICTION IN THE FUEL SYSTEM. IF THE
INJECTOR FLOW TEST PASSES, PLEASE PERFORM A FUEL INJECTOR LEAK DOWN
TEST. MEASURE AND MONITOR FUEL PRESSURE WITH A MECHANICAL GAUGE, KOEO.
FUEL PRESSURE SHOULD NOT DROP BY MORE THAN 18 PSI IN 30 MINUTES. IF
FUEL PRESSURE DROP IS EXCESSIVE, REMOVE THE FUEL RAIL WITH THE FUEL
INJECTORS TO DETERMINE WHICH INJECTOR IS LEAKING. IF NO FUEL
CONCERNS ARE PRESENT, RECOMMEND TO PERFORM A MANUAL COMPRESSION TEST
ON ALL CYLINDERS. IF COMPRESSION IS LOW ON ANY CYLINDER, RECOMMEND TO
PERFORM A CYLINDER LEAK DOWN TEST TO DETERMINE WHERE THE COMPRESSION
IS BEING LOST.

Folder Number: _____

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Requester: MVALLA

Report Summary

Server: ECCWS686

Ford Proprietary, Private

4-Mar-2013

Retention: None

GCQIS Report Analysis

Report Summary

Report 3 of 3

Query Name: REPORT RETRIEVAL

Folder Number:

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[Add Comments](#)

[Previous](#)

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Report Detail Section : [View Details](#)

Attachments: 0

Report# :	CIGBB015 NHL	Received:	09/07/2012
CCRG/EPRC:	.	Date:	
Vehicle:	2012,F150 4X2 ,F150 ,SUP CAB,STYSD ,1FTEX1CM6CF [REDACTED]	Build Date:	12/10/2011
Odometer :	13,655 M	Engine:	3.7L 4V
Transmission:	6R80E	Axle:	3800F3.73L
Dealer:	USA 06418 Bill Hood Ford Lincoln	Calibration:	CF617G0N
City:	Hammond	A/C:	YES
Originator:	DAVID THOMAS	Phone#:	(985) 345-1590
Symptom:	5 50 2 39 DRV PERF,RUNS ROUGH,ACCEL,INTERMITTENT		
Status:			
VFG:	V52 DRIVEABILITY		
Additional Symptom:	CEP P0303		
Fix:	Causal Component :		
Condition Code:			

Hotliner: SFRENC20

Phone:

Regn Cd: C3 Memphis

Engineering:

Phone:

TAR:

Dlr Contact: DAVID THOMAS

Phone: 985 345-1590

Title Cde: T

KOEO: P0303

KOEC:

KOER:

Comments:

REPAIR 09/07/2012 03:03PM SFRENC20

WEB FORM DATA - CONCERN:MISSES ON ACCEL SOMETIMES DIAGNOSTICS: EEC TEST,SECOND TIME VEHICLE BACK SAME CLYINDER. REALATIVE COMPRESSION PASS PARTS REPLACED:NONE TECH QUESTION:ANY PRIOR REPORTS ?

RECOMM 09/07/2012 03:03PM SFRENC20

DAVID, CURRENTLY THERE ARE NO COMMON FAILURES ATTRIBUTABLE TO CYLINDER #3 MISFIRES. IT IS POSSIBLE FOR FAULTS WITH SPARK PLUGS, IGNITION COILS OR FUEL INJECTORS TO CAUSE THIS CONCERN. IT IS ALSO POSSIBLE FOR AN INTERMITTENT LOSS OF INJECTOR OR COIL PULSE TO ALSO CAUSE THIS CONCERN. RECOMMEND SWAPPING INJECTORS, PLUGS AND COILS (ONE AT A TIME) WITH A KNOWN GOOD CYLINDER AND REEVALUATE THE CONCERN. IF MISFIRES FOLLOW A SWAPPED COMPONENT THEN IT IS RECOMMENDED TO REPLACE THAT SWAPPED COMPONENT AND REEVALUATE. IF COMPONENT SWAPPING DOES NOT IDENTIFY A FAULT RECOMMEND VALIDATING INJECTOR AND COIL PULSE THROUGH USE OF A NOID LIGHT AND COMPARE BRIGHTNESS AND CONSISTENCY WITH A NEIGHBORING CYLINDER. ADDITIONALLY VALIDATE SPARK QUALITY WITH A SPARK TESTER AND COMPARE TO A KNOWN GOOD CYLINDER. IT IS ALSO POSSIBLE FOR AN INTERMITTENT STICKING VALVE TO CAUSE THIS CONCERN. RECOMMEND PERFORMING A RUNNING COMPRESSION TEST WITH THE SCHRADER VALVE REMOVED FROM THE MECHANICAL GAUGE. RECOMMEND MONITORING THE HIGH HIT OF THE GAUGE NEEDLE AND COMPARE VALUES TO A NEIGHBORING CYLINDER.

REPAIR 09/08/2012 12:41PM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE

ISWAPPED INJECTOR WITH NUMBER 4 AND SWAPPED COIL AND PLUG WITH NUMBER 5.NUMBER 3 IS UNDERNEATH THE INTAKE SO A RUNNING COMPRESSION TEST WILL NOT BE POSIBLE.ALSO WE HAVE NOTHING TO RIG UP FOR AN INJECTOR FLOW TEST.WE ARE GONNA TEST DRIVE AND SEE WHERE THE MISS MOVES.

RECOMM 09/08/2012 12:41PM TONY ROMANO MSS - FCSD - TECH SVC HOTLINE

DAVID, THANK YOU FOR THE UPDATE. IF YOU WISH, UPDATE THE REPORT WITH YOUR FINDINGS OR IF YOU HAVE A SPARE MOMENT, FILL OUT THE ONLINE SURVEY WHEN THE REPAIR IS COMPLETED.

Download Options

Folder Number: _____

File Report To This Folder

File Report To A Folder

Add Comments

Previous

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Save

Mail Report

Requester: MVALLA

Report Summary

Server: FCWS686

Ford Proprietary, Private

4-Mar-2013

Retention: None



BBB AUTO LINE

January 10, 2013

BOB GRAY
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1232675 [REDACTED] vs Ford Motor Corporation 1FTEX1CM6CF [REDACTED]

Dear Madam/Sir:

The above referenced customer has failed to return the *Acceptance/Rejection of Decision Form* within the specified time and rejection is assumed.

If you have any questions, please call me at 800.334.2406, or consult your weekly manufacturer's report.

Sincerely,

Edith Newton at Extension 512



BBB AUTO LINE

January 10, 2013

BOB GRAY
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

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Sincerely,

Edith Newton at Extension 512



BBB AUTO LINE

December 20, 2012

BOB GRAY
FORD MOTOR COMPANY
1320 S BABCOCK STREET
MELBOURNE FL 32901

Re: FRD1232675 [REDACTED] vs Ford Motor Corporation 1FTEX1CM6CF [REDACTED]

Dear Madam/Sir:

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

The customer has been sent an *Acceptance/Rejection Form* and has 14 days to return the form to the BBB AUTO LINE. For good cause the BBB AUTO LINE may extend this time frame. We will notify you as soon as we know whether the customer has accepted or rejected the *Decision*.

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

Sincerely,

Edith Newton at Extension 512

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



BBB AUTO LINE

ACCEPTANCE OR REJECTION OF DECISION

Date: 12/20/12
Customer: [REDACTED]

Case Number: FRD1232675

Business: Ford Motor Company
Mfr-Info: 6700 MS 1FTEX1CM6CF [REDACTED]

If this form is not received in our office within 14 days from the date of the cover letter, the decision will be considered rejected. You may return it to our office via fax at 1.703.247.9700.

Please check one of the following:

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

- * the business will be legally bound to abide by this decision; and,
- * I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform according to the Arbitrator's decision or unless otherwise provided by state or federal law.

You must do the following if you have been awarded a repurchase/replacement award and accept it:

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

2) Please provide the full name of your financing company _____
 Account Number _____
 Mailing address _____
 City _____ State _____ Zip _____
 Telephone number _____ Fax number _____

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

- * I may pursue other legal remedies under state or federal law;
- * depending on federal or state law, the decision may be introduced as evidence by me or the business in any civil court action relating to any matter considered in this arbitration hearing;
- * the business will not be obligated to perform any part of the decision; and,
- * this will end Better Business Bureau involvement in my case.

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

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BBB AUTO LINE

December 20, 2012

[REDACTED]
[REDACTED]
CHICAGO IL [REDACTED]

Re: FRD1232675 [REDACTED] vs Ford Motor Corporation 1FTEX1CM6CF [REDACTED]

Dear [REDACTED] C/O [REDACTED]

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

We have also enclosed an *Acceptance/Rejection Form* that must be used to accept or reject the decision. Please complete the form and return it to BBB AUTO LINE so that we receive it in our office **within 14 days** from the date of this letter. We recommend that you call to confirm receipt of this form a few days after you send it to us.

Please note, that according to the terms of the Decision, the manufacturer will provide you with a statement of amounts that will be paid, if you accept the Decision. **Upon receipt of the manufacturer's statement of amounts, you should review and compare it to the manufacturer's Program Summary and/or lemon law remedies, if applicable. If you dispute any of the amounts outlined on the manufacturer's statement, you must submit a written request to our office within 10 days after your receipt of the statement. Your request will be forwarded to the manufacturer for comment and then both positions will be sent to the arbitrator for resolution.** If you believe you are entitled to reimbursement for any amounts (including any attorney fees, if your manufacturer's program summary allows for them) that you have not already submitted to the manufacturer as part of this case, please include documentation for those expenses when you return the enclosed *Acceptance/Rejection* form.

Should you accept the decision, please be aware that a current vehicle registration (valid until the date of the transaction) is required.

Please do not make any changes or additions to the *Acceptance/Rejection Form* as we will consider that a rejection of the decision.

If you have any questions about the decision or the amounts, please feel free to call me at 800.955.5100. You may also fax the signed form to me at 703.247.9700.

Sincerely,

Edith Newton at Extension 512

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Reasons for Decision

Submitted Date: 12/20/12

FRD1232675

VIN: 1FTEX1CM6CF [REDACTED]

Customer: [REDACTED] - Hearing Date: 12/14/12

Arbitrator: Frederick D King

Question 1

It is determined that a { Please list below } decision is a fair resolution of this dispute.

Repurchase

- b For the following reasons, the decision listed above is a fair resolution of this dispute. (If relevant, explain how lemon law standards apply to the facts in this case)

This claim is eligible for Arbitration under the Mississippi Lemon Law in conjunction with the Ford Motor Auto Line Program Summary of Mississippi which holds that the Arbitrator may award a repurchase or replacement only if the Arbitrator finds that the claim meets the following conditions:

The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles - whichever occurs first - after the vehicle's warranty start date; and

Either (1) the same defect was subject to repair four (three for Lemon Law) or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and

The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer. In consideration of the above stipulations Consumer purchased the vehicle February 16 2012 and the BBB claim was filed on November 4 2012 which is within the required time frame.

The Agreement To Arbitrate addresses four (4) alleged nonconformists:

- * Brakes
- *Electrical
- *Engine/Electrical
- *Transmission

Note: For all practical purposes "Electrical - Engine/Electrical - Transmission will be considered similar and synonymous to "check engine light" problem as described in Manufacturer's invoices. Additionally the determination by this Arbitrator is based on the documentary evidence provided by both parties and the Inspection/Test Drive for no testimony was presented.

In reference to the Transmission problem this Arbitrator has determined that it is a nonconformity that affects the use, value and safety of the vehicle. The decision is based on the evidence of record which reveals that the Consumer provided the Manufacturer with ample opportunities to correct the alleged defect. This fact is supported by the presence of no less than four (4) invoices which focus on "Check Engine Light" as it relates to the vehicle's transmission. Included in selected invoices is Manufacturer's diagnosis of what caused the engine light to appear or the erratic performance of the vehicle's transmission (i.e. "probably ethanol problem"-Hood Ford Lincoln Mercury and stalling & taking off issue -"Characteristic Of Vehicle With Electronic Throttle Body"- Natchez Ford Lincoln Mercury) however record evidence in the manner of the following invoices shows that the Transmission/check engine light continued to

be a problem subsequent to Manufacturer's repair attempts:

6052714/1 (7287 miles) Natchez Ford-Lincoln-Mercury
6053761/1 (10999 miles) Natchez Ford-Lincoln-Mercury
W52799 (13655 miles) Hood Ford-Lincoln-Mercury
W53884 (16723 miles) Hood Ford-Lincoln-Mercury

Also with regard to Manufacturer's first repair attempt at only 7287 miles which included Customer's report to "Ckeck(sic) Trans" the same invoice 6052714/1 addresses "Loud Grinding Noise When Starting Sometimes Does Not Want To Engage" and there is an indication that the vehicle's transmission was removed at this time along with other corrective actions.

A Test Drive and Inspection was conducted and the "Check Engine" symbol appeared during the entire process however when pressure was applied to the accelerator as in passing another vehicle the Transmission Gears slipped and the vehicle began vibrating and at this time the "Check Engine" symbol which seemed passive at the time went into a vigorous blinking mode and concerned that harm may be caused to the vehicle this Arbitrator proceeded with the test drive only with the Consumer's approval. The slippage and/or dragging was beyond a normal characteristic.

The "Brake" problem as depicted on the Agreement To Arbitrate did not present itself.

Question 2

If awarding a repurchase/replacement, identify the problem(s) upon which the award is based and the number of repair attempts for each problem.

Transmission - Electrical - Engine/Electrical

No less than four (4) repair attempts have been made by Manufacturer

Question 3

Please indicate the cumulative number of days the vehicle was out of service for all problems

10

Question 4

Was final notice given? (Yes / No / Not Applicable)

yes

Question 5

Please identify the mileage on the vehicle at the time of the hearing/inspection:

22150

CASE: FRD1232675
Arbitrator: Frederick D King

Customer: [REDACTED]
Date: 12/20/12



REPURCHASE DECISION

Submitted Date: 12/20/12

FRD1232675

VIN: 1FTEX1CM6CF [REDACTED]

Customer: [REDACTED] - Hearing Date: 12/14/12

Arbitrator: Frederick D King

Question 1

Vehicle (Year, Make, Model):

2012 Ford F150

Question 2

The manufacturer shall repurchase the above named ("vehicle") owned by the customer within 30 days after the manufacturer's receipt of the customer's acceptance of this decision, in accordance with the provisions of the applicable manufacturer *Program Summary* that set out the remedies to be included in a repurchase award.

The following shall be deducted from the amounts paid by the manufacturer:

- a If any amount is to be paid by the consumer for the consumer's use of the vehicle, please provide a dollar amount or formula (being certain to reference the mileage used) for the Reasonable Allowance for Use:

All accrued mileage (22150) - 100 miles divided by 100,000 multiplied by purchase price

The Manufacturer may deduct for any damage beyond normal wear and tear that is not caused by a vehicle nonconformity and that is not repaired by the customer prior to the completion of this transaction.

The manufacturer shall provide the customer with a written statement of all amounts that will be paid under this decision. If there is a dispute as to any amounts that should be paid by the manufacturer, the customer may submit a written request to BBB AUTO LINE asking that the arbitrator resolve the dispute. BBB AUTO LINE must receive the customer's request no later than 10 days after the customer receives the manufacturer's statement of amounts that will be paid.

The arbitrator's resolution of the dispute will be provided to the parties in the form of a decision that the customer may accept or reject, and a rejection will be considered to be a rejection of this repurchase decision. The manufacturer's time for performance under this decision shall be extended by the number of days it takes to resolve the dispute submitted by the customer as to any amounts that should be paid by the manufacturer. .

At the time of repurchase, the customer will be responsible for turning over the vehicle and providing clear title to the manufacturer. The vehicle shall have a current registration and be in a similar condition as it was at the time of the hearing, allowing for normal usage. The customer must also comply with all additional requirements in the section of the manufacturer *Program Summary* that sets out customer responsibilities if a repurchase is awarded.

If there is a lienholder, payment of any amounts due shall be made by the manufacturer to the customer and the lienholder as their respective interests appear on the records of ownership.

The manufacturer shall contact the customer to arrange a mutually agreeable location for the repurchase transaction.

CASE: FRD1232675
Arbitrator: Frederick D King

Customer: [REDACTED]
Date: 12/20/12



BBB AUTO LINE

AGREEMENT TO ARBITRATE

Date: 11/29/2012

Case Number: FRD1232675

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 MS 1FTEX1CM6C [REDACTED]

The decision of the arbitrator(s) will be in accordance with the BBB AUTO LINE arbitration Rules and the applicable manufacturer's Program Summary. All remedies will fall within the confines of the applicable manufacturer's Program Summary unless additional remedies are noted below.

Model : F-150 Truck
Year : 2012

All parties named above submit to arbitration the following:

- * Brakes
- * Electrical
- * Engine/Electrical
- * Transmission

The parties have come to agreement on the following:
N/A

Each party requests the arbitrator(s) render the following decision:

Consumer : Repurchase
Manufacturer : Denial

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following:



BBB AUTO LINE

Date: 12/14/12

Case Number: FRD1232675

Customer: [REDACTED]

Business: Ford Motor Company

Mfr-Info: 6700 MS 1FTEX1CM6CF [REDACTED]

You have been selected to serve as Arbitrator in a dispute involving the above parties. Unless you are not able to accept this responsibility or feel you cannot give an impartial decision in this matter, please sign this Arbitrator's Oath. With this form you will receive a copy of the Agreement to Arbitrate, which outlines the dispute and establishes the limits within which you must make your decision. To maintain the integrity of this entire process, please disclose any relationship you may have had with any of the parties named above or with their attorneys (if any). Financial, professional, commercial, competitive, social, or family relationships, no matter how remote, should be revealed.

Oath

I, Frederick King, hereby accept appointment as Arbitrator of the dispute concerning the Parties named above. I swear/affirm that I will act faithfully and impartially, to the best of my ability, to hear and examine the issues in dispute, and conduct the proceedings and render a decision pursuant to the Rules of the Better Business Bureau AUTO LINE Arbitration Program and, to the best of my ability, within the time allotted.

Signature of Arbitrator: Frederick King

Inspection Report

FRD1232675

Customer: Ford Motor Company Case #: _____

Manufacturer: _____

Arbitrator's Name: FREDERICK KING Date of Inspection: 12/14/2012

Location of Inspection: BBB 505 AVALON WAY BRANDON MS 39047

Vehicle Information: Make: FORD Model: F-150 TRUCK

Year: 2012 Mileage: 22150 VIN: 1FTEXLCM6CF [REDACTED]

Parties Present at Inspection: [] Technical Adviser Arbitrator Customer [] Manufacturer BBB Rep

Conditions or Components Inspected:
BRAKES - ENGINE - ELECTRICAL COMPONENTS - TRANSMISSION

Was a test drive conducted? Yes [] No How long was the test drive? 40 Minutes

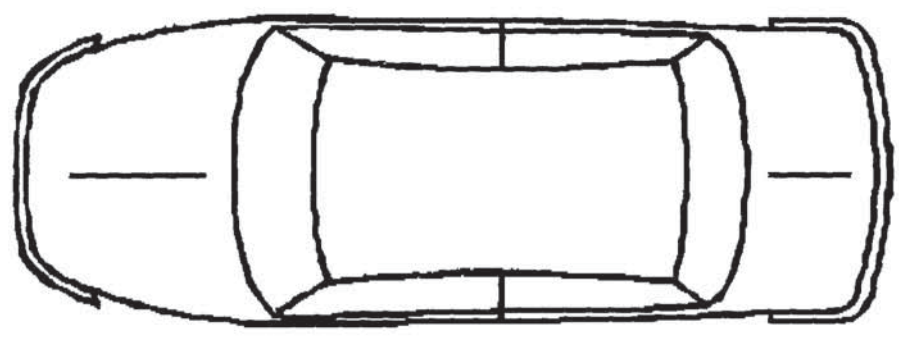
Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):
NONE

Exterior

Overall condition of the vehicle's exterior (Rate as "Excellent," "Good," "Fair," or "Poor."): Excellent

What damage is beyond normal wear and tear?
NONE

Please Indicate damage below:



Interior

Overall condition of the vehicle's interior (Rate as "Excellent," "Good," "Fair," or "Poor."): Excellent

What damage is beyond normal wear and tear?
NONE



BBB AUTO LINE

HSB REQUEST FOR ARBITRATOR INSPECTION AND TEST DRIVE ONLY - ALL TESTIMONY PROVIDED WILL BE IN WRITING NO ORAL ARGUMENTS

To: Brandon, MS From: Edith Newton at Extension 512

Case #: FRD1232675 Consumer's Name: [REDACTED]

Consumer's Day #: [REDACTED] Evening #: [REDACTED] Cell #: [REDACTED]

Business: [] in person [X] in writing [] by phone Phone #: (866) 567-6518

Attorney phone # (if applicable): (323) 988-2400

Consumer's Availability: INSPECTION ONLY December 7 or 14 in the a.m.

Manufacturer's Availability: INSPECTION ONLY

This inspection and test drive is for: [X] an IN-WRITING hearing - no oral testimony allowed [] an IN-PERSON or TELEPHONE hearing with separate inspection

If the inspection/test drive is for an in-writing hearing, please inform the arbitrator(s) selected that the parties' written positions will be sent via UPS. If an in-person or telephone hearing has already been scheduled, the same arbitrator(s) must be used for the inspection.

Please return this form to the Central Intake Center within three (3) days of receipt, allowing for three days notice of the inspection.

Arbitrator(s) needed: [X] individual [] panel (Arkansas has consumer option)

Special Notes: Vehicle has an automatic transmission.

To Be Completed by HSB Staff

Inspection date: December 14 Inspection Time: 10:00 AM (Inspection date must be 5 or more days from the date checklist is returned to CIC to allow for 3 days notice of the inspection)

Arbitrator(s): Frederick King ID #: 25930

If scheduling an inspection for an In-writing hearing: [X] I checked for a conflict of interest between the arbitrator(s) and the consumer. Arbitrator(s) is acceptable. [X] I was unable to contact the consumer by phone and have assigned an arbitrator(s) at random. [X] If the dispute involves an alleged noise condition, I verified that the arbitrator(s) does not have a hearing disability.

Notes: HSB staff person completing form: LINDA CLOPTON



BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [REDACTED]

Case Number: FRD1232675

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: Frederick King

Arbitrator's Occupation:

SUPERVISE INVESTIGATORS WHO ENFORCE EMPLOYMENT DISCRIMINATION LAWS

Arbitrator's Biography:

Mr. Frederick King has been employed with a federal agency for over twenty five years and has worked with business in the application of laws and procedures and regulations. In the past, he has been a lead instructor on his agency's National Training Team which was responsible for training each and every enforcement investigator in the area of Investigative Technique, Conciliation, Negotiation, and Settlement. Mr. King has participated in Mediation Training, Resolution Procedures, Negotiation Dynamics, and Barriers to Communications. Mr. King has a wide range of expertise he feels he can apply to the arbitration process.

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BBB AUTO LINE

ARBITRATOR SELECTION LIST

Customer: [REDACTED]

Case Number: FRD1232675

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SUPERVISE INVESTIGATORS WHO ENFORCE EMPLOYMENT DISCRIMINATION LAWS

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3. Witnesses for Company

Name of Witness

Summary of Relevant and Material Testimony

4. Impartial technical expert or other witnesses

Name of Witness

Summary of Relevant and Material Testimony

5. **PLEASE ATTACH ALL DOCUMENTARY EVIDENCE INTRODUCED AT THE HEARING.**

Record filled out by: _____

(Signature)

(Printed Name)

(Date)

Inspection Report

FRD1232675



Customer:

Ford Motor Company

Case #:

Manufacturer:

Arbitrator's Name:

Date of Inspection: ___/___/___

Location of Inspection:

Vehicle Information: Make:

Model:

Year:

Mileage:

VIN:

Parties Present at Inspection: [] Technical Adviser [] Arbitrator [] Customer [] Manufacturer

Conditions or Components Inspected:

Was a test drive conducted? [] Yes [] No

How long was the test drive? _____ Minutes

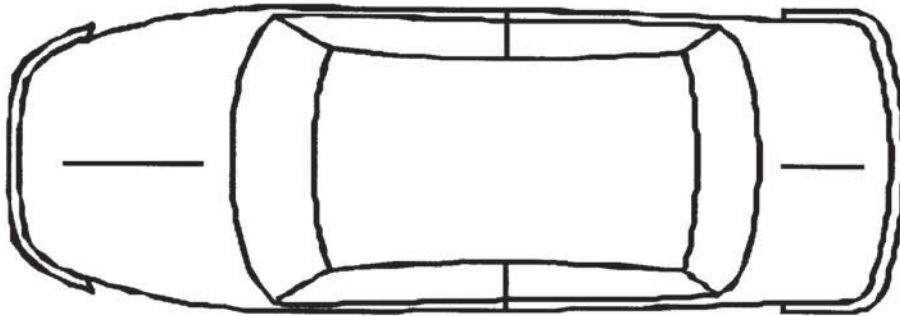
Aftermarket Items to be Removed, If Applicable. (For Example: Cellular Telephone, Modified Wheels):

Exterior

Overall condition of the vehicle's exterior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

Please indicate damage below:



Interior

Overall condition of the vehicle's interior (Rate as "Excellent," "Good," "Fair," or "Poor.") : _____

What damage is beyond normal wear and tear?

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